

## AGENDA

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

Tuesday, April 28, 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.

Agendas are posted in Oakley at Oakley City Hall-3231 Main Street, outside the gym at Delta Vista Middle School-4901 Frank Hengel Way and outside the Library at Freedom High School-1050 Neroly Road; agendas are also posted on the City's Internet Website [www.ci.oakley.ca.us](http://www.ci.oakley.ca.us).

A complete packet of information containing staff reports and exhibits related to each item is available for public review prior to an Oakley City Council 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.

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

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

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

## 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 Proclamation Recognizing May 3-9 as Municipal Clerks Week (Libby Vreonis, City Clerk)**
- 1.4 Award Presentation to the City of Oakley for its Outstanding Contribution to Tobacco Prevention (Mary Jaccodine, Co-Chair of the Contra Costa Tobacco Prevention Coalition)**
- 1.5 “Stand Down” Presentation (J.R. Wilson, Delta Veterans and Randy Smith, Oakley Veterans)**
- 1.6 Update from the Oakley Library (Andrea Freyler, Acting Community Library Manager)**
- 1.7 Update from Diablo Water District (Mike Yeraka, General Manager)**
- 1.8 Update from Contra Costa Water District (Connstance Holdaway, Director Division 5 and Jeff Quimby, Director of Planning)**

## 2.0 PUBLIC COMMENTS

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

## 3.0 CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency with one single action. Members of the audience, Staff or the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency who would like an item removed from the Consent Calendar for purposes of public input

may request the Mayor remove the item. Members of the public should submit any Speaker Cards related to the Consent Calendar in advance of the Consent Calendar being considered.

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

- 3.1 Approve the Minutes of the Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meeting held April 14, 2015 (Libby Vreonis, City Clerk)**

***Oakley City Council***

- 3.2 Adopt a Resolution Approving Contract Amendment Number 1 to the Agreements with Engeo, Inc. and Kleinfelder West, Inc. for On-Call Materials Testing Services Related to Private Development and Capital Improvement Projects (Kevin Rohani, Public Works Director/City Engineer)**
- 3.3 Adopt Resolutions Approving the Subdivision Improvement Agreement with Brookfield Emerson Land LLC for Subdivision 9032 Emerson Ranch Neighborhood 1 and Authorizing the City Manager to Sign the Agreement and Approving the Final Map of Subdivision 9032 Emerson Ranch Neighborhood 1 located at the northwest corner of Cypress Road and Sellers Avenue (Kevin Rohani, Public Works Director/City Engineer)**
- 3.4 Adopt Resolutions Approving the Subdivision Improvement Agreement with Brookfield Emerson Land LLC for Subdivision 9348 Emerson Ranch Neighborhood 2B and Authorizing the City Manager to Sign the Agreement and Approving the Final Map of Subdivision 9348 Emerson Ranch Neighborhood 2B located at the northwest corner of Cypress Road and Sellers Avenue (Kevin Rohani, Public Works Director/City Engineer)**

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

- 3.5 Adopt a Resolution Authorizing the City Manager to Execute a Month-to-Month Lease Agreement with Guanatos Ice Cream at the Property Located at 3330 Main Street in Oakley (Dwayne Dalman, Economic Development Manager)**

## 4.0 PUBLIC HEARINGS

### **4.1 Resolution Establishing and Updating Certain City Fees (Paul Abelson, Finance Director)**

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
- 

### **4.2 Delta Grinding Contractor's Yard- Design Review Request to Establish a Contractor's Yard at 5245 Live Oak Avenue (DR 01-15) (Joshua McMurray, Planning Manager)**

Staff recommendation:

- Open the Public Hearing
- Receive the Staff Report
- Receive Public Testimony
- Close the Public Hearing
- Deliberate
- Summarize the Deliberation
- Specify to Staff any amendments to the Resolution during Motion
- Adopt the Resolution

### **4.3 Request by Diamond Hills Sports Club and Spa for a Modification to its Conditional Use Permit (PC Reso 13-07) to Allow for Outdoor Events (Joshua McMurray, Planning Manager)**

Staff recommendation:

- Open the Public Hearing
- Receive the Staff Report
- Receive Public Testimony
- Close the Public Hearing
- Deliberate
- Summarize the Deliberation
- Specify to Staff any amendments to the Resolution during Motion
- Adopt the Resolution



## 5.0 REGULAR CALENDAR

### *Oakley City Council*

- 5.1 **Waive the First Reading and Introduce an Ordinance Establishing the City's Police Department (William Galstan, Special Counsel)**
- 5.2 **Jalisco's Restaurant Color Change and Awnings Design Review (DR 04-15) (Ken Strelo, Senior Planner)**
- 5.3 **Adopt a Resolution Appointing a Representative to the Contra Costa Council on Aging Citizens Advisory Committee (Libby Vreonis, City Clerk)**

## 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 SESSION

### **7.1 Emerson Ranch Neighborhood 6 Work Session (Ken Strelo, Senior Planner)**

This is a work session on an application submitted by Mike Evans of DeNova Homes requesting approval of Emerson Ranch Neighborhood 6, including 1) a General Plan Amendment to designate approximately 16 acres of an existing approximately 25 acre undeveloped commercial site from "Commercial" to "Multi-Family, Low", 2) a Rezone to amend a Planned Development (P-1) District, 3) a Vesting Tentative Map to subdivide approximately 16 acres into 105 single family lots with associated improvements, and 4) a Final Development Plan for the portion of the P-1 District modified by the tentative map.

## 8.0 CLOSED SESSIONS-None

## 9.0 ADJOURN

# **Proclamation**

*Municipal Clerks Week*

*May 3 - 9, 2015*

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

**Now, Therefore, I, Doug Hardcastle, Mayor of the City of Oakley on behalf of the City Council, do hereby recognize the week of May 3 through May 9, 2015, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Libby Vreonis and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.**

*April 28, 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  
April 14, 2015**

**1.0 OPENING MATTERS**

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

**1.1 Call to Order and Roll Call of the Oakley City Council and Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency**

Mayor Hardcastle called the meeting to order at 6:30p.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 Proclamations Honoring Eagle Scouts Kyle Scheer, Drake Sierra and Travis Karbowski**

Mayor Hardcastle presented proclamations to Eagle Scouts Kyle Scheer, Drake Sierra and Travis Karbowski to honor them for their achievements.

**1.4 Graduation Presentation for Entrepreneur Training Class (Dwayne Dalman, Economic Development Manager)**

Economic Development Director Dwayne Dalman and Consultant Jeff Hall honored graduates of an 11-week entrepreneur training class hosted by the City of Oakley. Graduates include Benjamin Plung, Yvette McHenry, Gerry Graner, Andrea de La Cruz, Laura Cunha, David Wilson, Sasha Rossberg, Chris Jehs, Maria Jehs, Eric Wirfel and Sibyl Golson. Ms. Rossberg, Mr. Graner and Mr. and Mrs. Jehs spoke favorably of the program and expressed support for continuing the program in future years. Mr. Hall explained that the program provides an opportunity for "collective intelligence" among businesses in the community.

Mayor Hardcastle inquired when the next class will be held.

Mr. Dalman responded that he hopes the class will be held annually and that an abbreviated version of the class will be provided two Saturdays in May.

Councilmember Perry requested information regarding the names and types of businesses of the graduates which Mr. Dalman and the graduates provided.

### **1.5 Contra Costa Community College District Update (Dr. Bob Kratochvil, President of Los Medanos College and Timothy Leong, District Director of Communications and Community Relations)**

Greg Enholm, Governing Board Member of the Contra Costa Community College District, introduced Dr. Bob Kratochvil, President of Los Medanos College. Dr. Kratochvil provided information regarding Los Medanos College student diversity and population, new construction and campus upgrades, upcoming projects, accreditation, 2014-2019 Strategic Plan, equitable access to completion and success for all students, community partnerships, and he shared the current Los Medanos College commercial. He announced Los Medanos College is hosting its "Elevating Diversity" conference Saturday, April 18, 2015 at 10 a.m.

Councilmember Higgins inquired when the opening of the Veterans Resource Center will occur.

Dr. Kratochvil explained that the location on campus has been identified and it should be operational in the fall.

### **1.6 Contra Costa Transportation Authority Citizens Advisory Committee Update (Michael Dupray, Appointee)**

Michael Dupray, Appointee to the Contra Costa Transportation Authority Citizens Advisory Committee, shared that Oakley has balanced its State mandates and is well-regarded for its professionalism, openness and community participation. He mentioned the \$100k grant that Oakley recently received for its Downtown revitalization may be utilized for studies for a park-and-ride location and train platform. He also mentioned U.S. roadways are not graded highly and with gas sales tax declining, a road tax based upon miles traveled is being considered to fund future road maintenance and improvements. He expressed that virtual traffic lights may provide traffic efficiency in the future and shared a short video demonstrating a study of virtual traffic lights performed by Carnegie-Mellon University.

## **2.0 PUBLIC COMMENTS**

### **Online Comment Forms**

No online comment forms were submitted for Public Comments.

### **Public Comment Cards**

Noor Abdullah expressed concern regarding the signal light at Main Street and Vintage Parkway. She mentioned it is a traffic hazard for west bound traffic on Main Street to move to the right lane after crossing the intersection when vehicles making a right turn from Vintage Parkway are entering that same lane of traffic.

### 3.0 CONSENT CALENDAR

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

- 3.1 Approve the Minutes of the Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meeting held March 24, 2015 (Libby Vreonis, City Clerk)**

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

- 3.2 Report Out of Closed Session Memo (William Galstan, Special Counsel)**
- 3.3 Approve the Minutes of the Special Meeting of the Oakley City Council held March 30, 2015 (Libby Vreonis, City Clerk)**
- 3.4 Adopt a Resolution Awarding a Construction Contract to K. Dejesus Pump & Well Drilling, Inc. for the Cypress Grove Irrigation Well Project – Capital Improvement Project 148 (Kevin Rohani, Public Works Director/City Engineer)**
- 3.5 Adopt a Resolution Authorizing the City Manager to Execute a Program Supplement Agreement Under the Master Agreement with the State of California Department of Transportation in Relation to Capital Improvement Project Number 163-West Cypress Road, Big Break Road, and Rose Avenue Pavement Rehabilitation Project, Federal Aid Project Number RSTPL 5477 (006) (Kevin Rohani, Public Works Director/City Engineer)**
- 3.6 Adopt a Resolution Approving Contract Amendment Number 1 to the Agreement with Cole Management & Engineering Inc. for Inspection Services Related to Private Development and Capital Improvement Projects (Kevin Rohani, Public Works Director/City Engineer)**
- 3.7 Agreement with Pavement Engineering, Inc. for Design Services Associated with Capital Improvement Project Number 167 – Fiscal Year 2015-2016 Street Repair and Resurfacing Project (Kevin Rohani, Public Works Director/City Engineer)**

Item 3.3 was pulled from the Consent Calendar by Mayor Hardcastle to provide for public comment. One comment card was submitted by Paul Seger.

#### Online Comment Forms

No online comment forms were submitted for the Consent Calendar.

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

### **Item 3.3**

#### **Public Comment Card**

Paul Seger requested clarification regarding what decisions have been made or what action is being taken with regard to the Moura property and any grants associated with the property. He expressed that the public should be involved in discussions and everyone should be welcomed to submit their ideas with regard to the property consistent with the process followed for other parks and the Parks Master Plan 2020.

Mayor Hardcastle explained that the Strategic Plan meeting was held to discuss all ideas and nothing has been set in stone yet with regard to the Moura property.

Councilmember Perry shared that she presented an idea for the Moura property, staff will research if any organizations are interested in funding the idea, and the item will be presented to the City Council before any decisions are made.

Councilmember Higgins added that many good ideas were shared at the Strategic Plan meeting; it was an opportunity to brainstorm.

It was moved by Vice Mayor Romick and seconded by Councilmember Higgins to approve Item 3.3. Motion was unanimous and so ordered. (5-0)

#### **4.0 PUBLIC HEARINGS-None**

#### **5.0 REGULAR CALENDAR**

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

##### **5.1 Adopt a Resolution Directing the City Manager to Notify Contra Costa County of the City's Intention to Form its own Municipal Police Department and Electing Not to Extend its Contract with Contra Costa County when it would Typically Extend on July 1, 2015, thus Terminating the Contract on June 30, 2016, unless the Parties Agree to an Earlier Termination Date (Bryan Montgomery, City Manager)**

City Manager Bryan Montgomery presented the staff report.

Special Counsel William Galstan mentioned the contract renewal period begins July 1; therefore, the City Council can decide to terminate then or earlier. He added that if the resolution is approved this evening, he will prepare an ordinance to create Oakley's Police Department for the City Council's consideration at the next meeting and a few resolutions may be required for related matters.

#### **Online Comment Forms**

Sherry Seat expressed support for adopting the resolution and bringing police services in-house.

## Public Comment Cards

No public comment cards were submitted for Item 5.1

Councilmember Pope expressed support for an in-house police department; however, he expressed concern with selecting CalPERS for benefits. He commented that he does not wish the City to tailor its benefits package to lure officers away from the County. He inquired when the pension plan would need to be decided.

City Manager Bryan Montgomery responded that it would have to be decided early on.

Special Counsel William Galstan added that it would have to be decided before recruiting officers.

Mayor Hardcastle expressed support for an in-house police department for economic efficiency and mentioned all public input he has received has been positive and in support of it as well. He inquired if the CalPERS benefits savings is substantial and Mr. Montgomery confirmed that it is.

Councilmember Higgins expressed support for an in-house police department and thanked staff and the City Council for their work. She expressed appreciation for the service of Oakley's police department. She commented that as Oakley grows, the safety of the community is important.

Vice Mayor Romick expressed support for an in-house police department.

Councilmember Perry expressed support for an in-house police department. She mentioned she has seen public comments and some of the comments express concern that the savings of having an in-house police department will go to the general fund and not the police department.

Mr. Montgomery explained that the majority of the general fund currently goes to the police department; therefore, it is likely to continue to go to the police department or to law enforcement related items (i.e., traffic calming measures, security cameras, etc.).

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

## **5.2 Fiscal Year 2014-2015 Third Quarter Report on the Capital Improvement Program (Kevin Rohani, Public Works Director/City Engineer)**

Public Works Director/City Engineer Kevin Rohani presented the staff report and reviewed the status of projects including the Main Street Median Landscape

Rehabilitation Project, Cypress Grove Well Project, Traffic Signal Modernization Project, Hill Avenue Multi-Use Trail, City Parks Security Camera Installation Project, Main Street "Visioning" Concept Project, Cypress, Big Break and Rose Avenue Pavement Rehabilitation Project, Main Street Resurfacing Project (Bridgehead to Big Break), Curb, Gutter and Sidewalk Reconstruction Project and Highway 160/Main Street Gateway Sign and Landscaping Project.

Councilmember Higgins inquired when the speed humps on Oxford Drive will be installed.

Mr. Rohani responded that they should be in place by mid-May.

Councilmember Pope inquired if staff could research a message board for Main Street near the Highway 160 connector off ramp. He mentioned it would be an ideal time to install as the road is being reconstructed rather than a later date when the new road would have to be torn up to accommodate a message board. He requested at the very least, conduit be laid for a future sign.

City Manager Bryan Montgomery responded that staff can research pricing. He added that there is the cost of the message board, but the message board also requires a computer for operation and that computer would need to be located somewhere near the message board. He suggested a median on Main Street may be too narrow; however, there are a couple of sites along Main Street in which the City owns the land and possibly the message board could be placed on one of those sites.

Vice Mayor Romick requested that the Highway 160/Main Street Gateway Sign be done at the same time as other Highway projects since it is the gateway to Oakley's downtown.

Mayor Hardcastle requested staff research ways to keep the crosswalks clear on Main Street in front of City Hall for pedestrian safety.

Mr. Montgomery responded that staff can look into options.

#### 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.



## 6.0 REPORTS

### **6.1 CITY MANAGER**

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

City Manager Bryan Montgomery announced the You, Me, We = Oakley! Downtown Monument Unveiling event to be held Saturday, April 18 at 5pm in the Downtown Plaza, followed by the You, Me, We = Oakley! Art Exhibit to be held at 6pm in the City Council Chambers. He mentioned Grocery Outlet had a very successful grand opening.

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

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

Vice Mayor Romick announced DuPont has turned over its property in Oakley to Chemours and Chemours plans to be more diligent in its effort to promote development of the site. He added Chemours has already drilled over 300 test holes to determine what clean-up may need to occur on the property and it is working toward selling the property. He added bigbreakoakley.com provides more information regarding the site. He mentioned he attended the Contra Costa Transportation Authority conference and the Concord Naval Weapons Station has been designated the site for autonomous vehicles testing by car major companies which may also bring parts and technological companies to the area.

Councilmember Perry mentioned she is on the You, Me, We=Oakley! (YMWO!) committee and in addition to the Monument Unveiling and Art Exhibit, YMWO! Is working with the Contra Costa Crisis Center for suicide awareness and prevention and to provide three Saturday workshops to persons interested in becoming a certified "East County Safekeeper" to help others in moments of crisis.

Councilmember Higgins announced the "Book It Run" event was a great success and another run is scheduled for April 9. She also announced Relay for Life will be held May 16-17 at Freedom High School.

Mayor Hardcastle announced he attended the last Mayors Conference where homelessness and food assistance were discussed. He invited everyone to join in the Downtown Plaza for the YMWO! Monument Unveiling at 5pm on Saturday, April 18.

#### **(b) Requests for Future Agendas**

There were no requests for future agendas.

7.0 WORK SESSIONS-None

8.0 CLOSED SESSIONS-None

9.0 ADJOURN

There being no further business, the meeting was adjourned at 8:13 p.m.

Respectfully Submitted,

Libby Vreonis  
City Clerk



## STAFF REPORT

**Date:** Tuesday, April 28, 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:** Amendment 1 to Agreements with ENGEO, Inc. & Kleinfelder West, Inc. for providing on-call materials testing services associated with Private Development and Capital Improvement Projects (CIP)

### **Background and Analysis**

On June 10, 2014, the City Council approved via Resolution 50-14 agreements with ENGEO, Inc. and Kleinfelder West, Inc. for on-call material testing services with not-to-exceed contract amounts of \$50,000 per agreement, per fiscal year through June 30, 2016.

With the improvement of the State and Regional economies, the construction in Oakley has been increasing over the last year, and from all indications, will continue through 2015. This economic growth is evident in Oakley by a surge of multiple new subdivision construction projects.

City inspectors provide overall project inspection services but require the specialized material testing services to support their inspection work to ensure good construction results.

Staff has reviewed the amount of work done to date in Fiscal Year 2014/15 and projected the amount of work still to come in this fiscal year. Based on this review, staff estimates that both the ENGEO, Inc. and the Kleinfelder West, Inc. not-to-exceed amounts will run out before the end of this fiscal year; however, the projects currently under construction will not be complete. Also, Staff anticipates the start of one or more capital improvement projects before the end of the fiscal year which will necessitate additional materials testing services.

Staff is requesting an increase of the not-to-exceed amount of both contracts by \$25,000.00, raising the total amount to \$75,000.00 for each on-call contract.

### **Fiscal Impact**

The cost for the materials testing services will be paid for from private development deposits that are collected by the City of Oakley for each development project, which is billed on a time and material basis for the actual cost of service. The cost of

inspection services for CIP projects will be paid for from each project's funding source allocation.

**Recommendation**

Staff recommends that the City Council adopt the resolution amending the agreements with ENGeo, Inc. and Kleinfelder West, Inc. and authorize the City Manager to execute the agreements.

**Attachments**

- 1) Resolution approving Amendment 1
- 2) ENGeo, Inc. Amendment 1
- 3) Kleinfelder West, Inc. Amendment 1

RESOLUTION NO. \_\_-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
APPROVING CONTRACT AMENDMENT NUMBER 1 TO THE AGREEMENTS  
WITH ENGEO, INC. AND KLEINFELDER WEST, INC. FOR ON-CALL  
MATERIALS TESTING SERVICES RELATED TO PRIVATE DEVELOPMENT  
AND CAPITAL IMPROVEMENT PROJECTS (CIP)**

**WHEREAS**, on June 10, 2014 the City Council adopted Resolution 50-14 authorizing the City Manager to execute agreements with ENGEO, Inc. and Kleinfelder West, Inc. for material testing services with not-to-exceed amounts of \$50,000.00 per fiscal year for each agreement; and

**WHEREAS**, after review of the expenditures to date for Fiscal Year 2014/15 and projecting costs for testing services through the end of the fiscal year Staff decided that the original not-to-exceed amounts are not sufficient to complete the fiscal year; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Oakley that Contract Amendment Number 1 with both ENGEO, Inc. and Kleinfelder West, Inc. are hereby approved. Copies of the Contract Amendments are attached hereto as Exhibit A and B.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 28<sup>th</sup> of April, 2015 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

ATTEST:

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

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

\_\_\_\_\_  
Date

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OAKLEY AND ENGEO, INC. RELATED TO ON-CALL MATERIALS TESTING SERVICES FOR PRIVATE DEVELOPMENT AND CAPITAL IMPROVEMENT PROJECTS (CIP)**

This Amendment is entered into by and between the City of Oakley, a municipal corporation (hereinafter referred to as "City"), and ENGEO, Inc., a California Corporation (hereinafter referred to as "Contractor"), effective as of the 28<sup>th</sup> day of April, 2015.

**RECITALS**

- A. On June 10, 2014, City and Contractor executed an Agreement for On-Call Materials Testing Services (hereinafter referred to as the "Agreement"); and,
- B. City and Contractor now desire that the following amendments be made to the Contractor's services: Increase the not-to-exceed contract amount from \$50,000 to \$75,000;

**AGREEMENT**

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

- 1. Except as provided herein, the terms used in this Amendment shall have the same meaning as the same terms have in the Agreement.
- 2. The Agreement is hereby amended as follows:
  - a. Section 2, Compensation is amended as follows: increased from \$50,000 to \$75,000
- 3. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Oakley, a municipal corporation in the State of California, has authorized the execution of this Amendment in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Oakley on the 28th day of April, 2015, and the parties have caused this Amendment to be executed in duplicate.

City

Contractor

City of Oakley, a municipal corporation

ENGEO, Inc.

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

By: \_\_\_\_\_  
Name, Title

ATTEST:

---

Libby Vreonis, City Clerk

APPROVED AS TO FORM:

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Derek P. Cole, City Attorney

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OAKLEY AND KLEINFELDER WEST, INC.  
RELATED TO ON-CALL MATERIALS TESTING SERVICES FOR PRIVATE DEVELOPMENT AND  
CAPITAL IMPROVEMENT PROJECTS (CIP)**

This Amendment is entered into by and between the City of Oakley, a municipal corporation (hereinafter referred to as "City"), and Kleinfelder West, Inc., a California Corporation (hereinafter referred to as "Contractor"), effective as of the 28<sup>th</sup> day of April, 2015.

**RECITALS**

- A. On June 10, 2014, City and Contractor executed an Agreement for On-Call Materials Testing Services (hereinafter referred to as the "Agreement"); and,
- B. City and Contractor now desire that the following amendments be made to the Contractor's services: Increase the not-to-exceed contract amount from \$50,000 to \$75,000;

**AGREEMENT**

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

- 1. Except as provided herein, the terms used in this Amendment shall have the same meaning as the same terms have in the Agreement.
- 2. The Agreement is hereby amended as follows:
  - a. Section 2, Compensation is amended as follows: increased from \$50,000 to \$75,000
- 3. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Oakley, a municipal corporation in the State of California, has authorized the execution of this Amendment in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Oakley on the 28th day of April, 2015, and the parties have caused this Amendment to be executed in duplicate.

City

Contractor

City of Oakley, a municipal corporation

Kleinfelder West, Inc.

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

By: \_\_\_\_\_  
Name, Title



ATTEST:

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Libby Vreonis, City Clerk

APPROVED AS TO FORM:

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Derek P. Cole, City Attorney



## STAFF REPORT

**Date:** Tuesday, April 28, 2015

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

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

**Subject:** Approval of Subdivision Improvement Agreement and Final Map for Subdivision 9032 Emerson Ranch Neighborhood 1 (Northwest corner, Cypress Road and Sellers Avenue)

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Background and Analysis

On September 14, 2010 the City Council adopted Resolution 107-10 conditionally approving the tentative map for Subdivision 9032, a 578-lot residential subdivision with a 24 acre commercial parcel at the northwest corner of Cypress Road and Sellers Avenue.

The grading plans are fully approved and improvement plans for three phases of the project have been approved. Construction is under way for the three phases of the project with approved plans including Subdivision 9032 Emerson Ranch Neighborhood 1 (Neighborhood 1). Neighborhood 1 consists of 110 single family lots and divides the remainder of the property into 9 parcels that correspond to future neighborhoods, a future landscape parcel, a future park and pond parcel and a future commercial parcel.

Brookfield Emerson Land LLC, a Delaware Limited Liability Company (Brookfield) has now requested approval by the City Council for the final map for Neighborhood 1.

In order to satisfy all remaining conditions of approval, with the exception of Condition of Approval #49 and #50 (COA #49 & #50), the applicant has requested that the City enter into a Subdivision Improvement Agreement. COA #49 & #50 set requirements for the construction of the widening of Cypress Road and Sellers Avenue and discuss requirements for reimbursement by the City for part of the costs. These conditions also state that an agreement must be approved by the City Council prior to approval of "the final map". Since the tentative map for Subdivision 9032 was approved allowing the developer to file multiple final maps, Brookfield has requested that they be allowed to execute the reimbursement agreement with a future final map to allow them to complete the designs and cost estimates associated with the widening of the two streets.

The Subdivision Improvement Agreement requires the sub-divider to complete the public improvements as required by the conditions of approval for Subdivision 9032. As part of this agreement, the sub-divider is required to provide various securities up to the amount of the estimated cost of public improvements and drainage, (currently estimated to be a total of \$6,333,760.00). Since Neighborhood 1 is the first phase of Subdivision 9032, certain improvement costs outside of Neighborhood 1 are being included in the required securities. These additional improvements include: Cypress Road Phase 1 widening, storm water pump station & force main, sound walls, landscaping and some of the streets serving the entire project site.

None of these improvements have been completed and accepted at this time. The applicant is required to complete the public improvements within eighteen months in accordance with the Subdivision Map Act (Government Code §66410) and the Subdivision Improvement Agreement. The City Engineer and City Surveyor have reviewed the tentative map approval documents and the final map, and have found the map to be technically correct, in substantial compliance with the conditionally approved tentative map, and all final map conditions of approval have been met (or are being secured by way of this agreement).

**Fiscal Impact**

There is no fiscal impact associated with this action.

**Staff Recommendation**

Staff recommends that the City Council adopt the Resolutions authorizing the City Manager to execute the Subdivision Improvement Agreement and approve the Final Map for Subdivision 9032 Emerson Ranch Neighborhood 1.

**Attachments**

- 1) City Council Resolution 107-10
- 2) Subdivision Improvement Agreement (SIA)
- 3) Resolution for SIA
- 4) Resolution Approving the Final Map titled Subdivision 9032 Emerson Ranch Neighborhood 1
- 5) Neighborhood 1 location map
- 6) Reduction of Subdivision 9032 Emerson Ranch Neighborhood 1 Final Map

**RESOLUTION NO. 107-10**

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE EMERSON PROPERTY PROJECT VESTING TENTATIVE SUBDIVISION MAP (9032) TO SUBDIVIDE APPROXIMATELY 140 ACRES INTO 578 SINGLE FAMILY LOTS, A 24 ACRE COMMERCIAL PARCEL, AND OTHER PARK, TRAILS, OPEN SPACE AND STORMWATER DETENTION POND PARCELS, AND DESIGN REVIEW APPROVAL OF THE HOMES AND COMMERCIAL DEVELOPMENT PLAN. THE PROJECT IS LOCATED ON THE NORTHWEST CORNER OF EAST CYPRESS ROAD AND SELLERS AVENUE (APN 037-192-026)**

**FINDINGS**

**WHEREAS**, in February of 2007, the applicant filed an application for approval of the Emerson Property Project - Subd. 9032 ("Project"), which included requests for a rezone to P-1 District and approval of a PD Plan, approval of a vesting tentative map to subdivide 140 acres into 662 single family lots and one approximately 10.5 commercial site, and design review approval of the homes and commercial development plan; and

**WHEREAS**, on or about April of 2008, the applicant filed a revised vesting tentative map and made an additional request for a General Plan Amendment. The revised map included 578 single family lots and an approximately 23.74 acre commercial site; and

**WHEREAS**, the revised Project included applications for the following:

- A General Plan Amendment to designate approximately 24 acres of the site to the "Commercial" land use designation;
- A rezone to P-1 (Planned Development) District and approval of the Planned Development Plan;
- A Vesting Tentative Map ("VTM") 9032 to subdivide approximately 140 acres into a 24 acre commercial parcel, 578 single family residential parcels, and other parcels containing parks, trails, open space and a stormwater treatment facility; and
- Design review for the conceptual design and signage for the commercial site, housing plans and elevations, and conceptual landscaping throughout the development and in the adjacent right-of-way.

**WHEREAS**, on September 3, 2010, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution. The Notice of Public Hearing was also posted at Oakley City Hall, Freedom High School, and at 204 2<sup>nd</sup> Street (City Annex); and

**WHEREAS**, on September 14, 2010, 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**, at the September 14, 2010 public hearing, the City Council introduced the project's rezone ordinance (P-1 District), which included modifications that affected the proposed vesting tentative map and design review packets, as follows:

- Deletion of 11 lots, lot numbers 530 – 540, located adjacent to the proposed park along "X" Street and "Y" Court. As a result, the project has a total of 567 residential lots; and
- Deletion of the apartment alternative as a permitted use and deletion of the apartment site plan and references in the PD Plan and Design Review packet, with allowance for the developer to bring the apartment alternative back to the City Council no sooner than March of 2013 for reconsideration.

**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.

**WHEREAS**, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, and the information submitted to the City Council at its September 14, 2010 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Subdivision (hereafter the "Record").

**WHEREAS**, the City Council hereby makes the following factual findings regarding this application:

- A. The Environmental Impact Report (EIR) for the Emerson Property Project Subdivision 9032 was certified by the City Council on September 14, 2010. The vesting tentative map and design review applications were analyzed under the Project EIR;
- B. At its September 14, 2010 public hearing, the City Council approved a General Plan Amendment for the Project that increased the Commercial designation in the Dutch Slough area, and project site, from 12 acres to 24 acres;
- C. Also at its September 14, 2010 public hearing, the City Council introduced an ordinance to rezone the Project site from A-3 (Heavy Agriculture) District to P-1 (Planned Development) District; and

- D. The real property affected by this vesting tentative map is designated Single-Family Medium (SM), Single Family High (SH), Multi Family High (MH), and Commercial in the Oakley 2020 General Plan and zoned P-1 (Planned Development) District.

**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 approvals:

- A. Regarding the application requesting approval of a Vesting Tentative Map (Subd. 9032) to subdivide 140 acres into 567 lots, a 24 acre commercial parcel, and other park, trail, open space and stormwater detention pond parcels, the City Council finds that:

The proposed Vesting Tentative Map, together with the provisions of its design and improvements, is consistent with the Zoning Code, adopted P-1 District, as modified to be consistent with the applicable P-1 District PD Plan, and applicable General Plan land use designations, as approved by City Council for the Project, in that it allows for orderly residential development in a residential area, and commercial development in an adequately sized and dedicated commercial area that meets the General Plan density allowance and complies with all of the applicable regulations set forth in the project's P-1 District;

1. The site is physically suitable for the type of development in that the proposed Vesting Tentative Map meets all of the applicable development standards in the project's P-1 District, which contains development standards for residential and commercial development on the subject site. It is served by public streets, and it can be served by utilities;
2. The site is physically suitable for the proposed gross density of development at 4.1 dwelling units per gross acre, which, when combined with Gilbert Subdivision 9033's gross density, complies with the overall Dutch Slough maximum gross density of 4.4 dwelling units per acre. The increase in the commercial site's acreage and swap of approximately six acres from Gilbert to Emerson, per a memorandum of understanding, results in the Emerson gross density being slightly lower than the overall Dutch Slough range;
3. The proposed Vesting Tentative Map and all identified mitigation measures have been incorporated into Project EIR and Mitigation and Monitoring Plan, prepared in accordance with the CEQA Guidelines, which was certified by the City Council on September 14, 2010;
4. The design of the subdivision and type of improvements are not likely to cause serious public health problems in that the proposed subdivision consists of 567 single-family residential lots, 24 acre commercial site and associated improvements, configured in a rectangular manner.

Construction and grading are subject to building or grading permits, and violations of any such permits are subject to appropriate enforcement;

5. The design of the subdivision includes the construction of improvements within the right-of-way that are consistent with major subdivisions and the City's design standards. The improvements consist of roads, sidewalks, curbs and gutters; and
  6. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. The Vesting Tentative Map does not conflict with easements acquired by the public for access and utilities.
- B. Regarding the application for Design Review approval of the proposed house floor plans and architectural designs, and conceptual commercial development plan and architectural design, the City Council finds as follows:
1. The proposed house floor plans and architectural designs comply with the Oakley Residential Design Guidelines and provide for a quality project in that:
    - a. The proposed house floor plans offer recessed or side loaded garages, thereby de-emphasizing the garage door presence on the street;
    - b. Front facade materials, such as wood siding and window trim are used on all four elevations;
    - c. Roof forms and materials are relevant to the architectural style on which they sit. Roof styles include flat and shape concrete tile, wood shingle concrete tile, and architectural grade composition shingle; The architecture incorporates a variety of floor plans, building mass sizes and heights, and color schemes; and
    - d. Architectural elements such as wainscot and brick façade are used on appropriate elevation styles.

2. The proposed conceptual commercial development plan and architectural design complies with the Oakley Commercial and Industrial Design Guidelines and provides for a quality project in that:
  - a. The corner of East Cypress Road and Sellers Avenue is lined with two building pads and an outdoor plaza area, creating a focal point for the development;
  - b. Larger buildings are shown further back from the main streets, with ample setbacks to the adjacent property lines;
  - c. Pedestrian connections to the commercial area from the adjacent residential area are planned at the northwest corner, near the park and stormwater pond;
  - d. Architecturally the buildings provide a rustic, rural feel, similar to old farm or dairy buildings. Some corner elements of medium and small retail buildings simulate a metal silo;
  - e. A mix of stucco and wood siding compliments the residential architectural styles, but does not mimic them; and
  - f. Various wall elements, such as awnings, lattice and faux barn doors help to break up otherwise large, blank "canvases" of some buildings.

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

**BE IT FURTHER RESOLVED THAT**, on the basis of the foregoing Findings and the entire Record, the City Council take the following actions:

- A. A Vesting Tentative Map ("VTM") 9032 to subdivide approximately 140 acres into a 24 acre commercial parcel, 567 single family residential parcels, and other parcels containing parks, trails, open space and a stormwater treatment facility; and
- B. Design review for the residential architecture and conceptual design review for the commercial center.

**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 Vesting Tentative Map 9032 design review approval, subject to the following conditions:

**Conditions of Approval**

- A. Applicant shall comply with the requirements of the Oakley Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the plans received by the Community Development



Department and made a part of the City Council's meeting packet for September 14, 2010.

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

**Planning Division Conditions**

**General:**

1. The applicant shall modify the Vesting Tentative Map, other related maps, and the Design Review packets to be consistent with the modification adopted as part of the Project's P-1 District PD Plan approval, including removal of 11 lots adjacent to the proposed park. The applicant shall submit a modified map and design review packets to the Community Development Department for the project file.
2. The Vesting Tentative Map and Design Review, stamped approved September 14, 2010 shall be implemented, as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
3. The Vesting Tentative Map approval shall be valid for a period of three (3) years from the effective date of this resolution by recording a final map. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Municipal Code. The Design Review approval shall run concurrently with the tentative map approval.
4. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council in conjunction with this resolution and as a part of the Project's adopted PD Plan.
5. 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.
6. The applicant shall implement all applicable mitigation measures as adopted in the certified Emerson Property Environmental Impact Report/Mitigation and Monitoring Program.
7. The applicant shall participate in the East Contra Costa County Habitat Conservation Plan and pay any applicable fee as required per the MOA between the developers and the Habitat Conservation Plan Association.
8. 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.

**Development Standards:**

9. The Planned Development (P-1) zone district shall have the following standards:

**Neighborhood 1 (60' x 100' Typical)**

- Minimum lot area: 6,000 square feet;
- Minimum lot frontage: 60' at the front property line;
- Minimum front yard setback: 20' to garage, 20' to any living space, 15' to any porches, and 15' to side loaded garages, all measured perpendicular to the structure;
- Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
- Projections subject to OMC 9.1.1122(g);
- Minimum rear yard: 15'.

**Neighborhood 2 (48' & 52' & 57' x 100' Typical)**

- Minimum lot area: 4,800 square feet;
- Minimum lot frontage: 48' at the front property line;
- Minimum front yard setback: 20' to garage, 15' to any living space, 10' to any porches, and 15' to side loaded garages, all measured perpendicular to the structure;
- Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
- Projections subject to OMC 9.1.1122(g);
- Minimum rear yard: 15'.

**Neighborhood 3 (43' & 45' & 47' & 52' x 85' Typical)**

- Minimum lot area: 3,655 square feet;
- Minimum lot frontage: 43' at the front property line;
- Minimum front yard setback: 20' to garage, 15' to any living space or side loaded garage, and 10' to any porches, all measured perpendicular to the structure;
- Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
- Projections subject to OMC 9.1.1122(g);
- Minimum rear yard: 15'.

**Neighborhood 4 (40' & 45' & 50' & 55' x 90' Typical)**

- Minimum lot area: 3,600 square feet;
- Minimum lot frontage: 40' at the front property line;
- Minimum front yard setback: 20' to garage, 15' to any living space, side loaded garage, and 10' to any porches, all measured perpendicular to the structure;
- Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';

- Projections subject to OMC 9.1.1122(g);
- Minimum rear yard: 15'.

#### Neighborhood 5 (Z-Lots Typical)

- Minimum lot area: 3,350 square feet;
- Minimum lot frontage: 34' at the front property line;
- Minimum front yard setback: 20' to garage, 15' to side loaded garage, 15' to any living space, and 5' to any porches, all measured perpendicular to the structure;
- Minimum side yard setback: 3' minimum for interior zippers, 5' minimum for interior typical side, sum of both sides 8', corner lots shall maintain a street side yard setback of 10';
- Projections subject to OMC 9.1.1122(g);
- Minimum rear yard: 5' to Garage & 15' to Living Only.

#### All Neighborhoods

- Any lot with a front lot line where at least 50% of its length is concave, shall have a minimum lot frontage equal to half of the applicable neighborhood's minimum lot frontage (i.e. A lot in Neighborhood 1 is in the back of a cul-de-sac and its entire front lot line is concave. The minimum length of that lot frontage would be 30', rather than 60')
- The lot frontage for any corner lot, where the front and/or side yard lot lines are angled before intersecting, will be measured from the interior side and front lot line intersection to a point where the front and corner side lot lines would intersect if one or both were not angled.

#### **Parks and Landscaping:**

10. This project is subject to the Quimby Act and has a parkland requirement of five acres per 1,000 residents. The City General Plan establishes an average person per household of 3.21. The total amount of parkland, parkland in-lieu fees, or a combination of parkland and in-lieu fees will be established depending on the total number of approved housing units. As shown on the proposed vesting tentative map, the applicant has proposed a neighborhood park, located generally in the middle of the development, and a trail, located along the northern levee of the project. For park credits, the applicant will receive full credit for all final acreage located within the neighborhood park, and one-half credit for all acreage located within the trail ("Parcel A" on the VTM). The applicant shall pay in-lieu fees, subject to the City's parkland dedication and improvement impact fee, for any remainder parkland not constructed as part of the project.

11. The applicant shall work with the Community Development Department on the design, construction and completion of the park concurrent with the development of the subdivision. As part of the plan check process for the project, the applicant shall develop a park construction schedule approved by the Community Development Director to provide for the timely completion of the park concurrent with development.

12. 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.
13. A landscaping and irrigation plan for all areas shown on the landscape plan shall be submitted, in phases as applicable, 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.
14. All landscaping shall comply with the City of Oakley water Efficient Landscape Ordinance.
15. 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.
16. Each residential lot shall have a minimum number of trees along the street frontage, as indicated below:
  - Neighborhood 1 - Minimum of two trees, except corner lots shall have a minimum of four trees.
  - Neighborhoods 2, 3, and 4 – Minimum of two trees, except corner lots shall have a minimum of three trees.
  - Neighborhood 5 – Minimum of one tree, except corner lots shall have a minimum of three trees.

The installed location of the trees shall be in substantial compliance with the Front Yard Preliminary Landscape Plans as shown in the approved "Residential Architecture – Neighborhoods 1-5" approved by City Council and in conjunction with this Design Review approval.
17. The applicant shall install front yard landscaping on all residential lots per the Residential Design Guidelines and City of Oakley Water Efficient Landscape Ordinance, unless otherwise modified herein. The applicant shall maintain all private landscaping until occupancy.
18. A street tree plan shall be submitted for review prior to issuance of residential Building Permits (by phase as applicable). The street trees shall be inter-mixed throughout the subdivision, so there are a variety of trees on every street, per review of the Community Development Department.

19. The landscape plan along the levees shall be revised to ensure no trees or incompatible plant materials are planted within the levee prism per the approval of the Community Development Director and City Engineer.
20. Parcels C, D, E, F, G, I, J, and K, as shown on the Vesting Tentative Map stamped approved September 14, 2010, shall be fully landscaped with trees, shrubs and ground cover per the review and approval of the Community Development Director.
21. The commercial parcel shall be fully landscaped with trees, shrubs and ground cover per a landscape plan, subject to the review and approval of the Community Development Director prior to issuance of building permits for that parcel.

**Fences and Walls:**

22. 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 facing a street shall provide an enhanced wood fence with one foot of lattice along the top.
23. Fences that adjoin the trail system adjacent to the CCWD canal shall be constructed to provide for greater durability and enhanced appearance and consistent with the fencing extending from the Cypress Grove subdivision, per the review and approval of the Contra Costa Water District, as applicable.
24. A masonry wall, as shown in the Residential Architecture plans approved by City Council and in conjunction with this Design Review, shall be located along the Cypress Road residential area frontage and residential areas immediately adjacent to the commercial uses, per the acoustical analysis. A wall/berm combination may be provided to achieve the height requirement. The wall shall be of pre-cast concrete construction per the review and approval of the Community Development Director. In the locations where cul de sacs or front loaded streets are adjacent to Cypress Road, wrought iron or 42" picket fences shall be constructed to provide open views per the review and approval of the Community Development Director.
25. Anti-graffiti techniques and/or materials shall be used on sound walls (e.g., split-face CMU, and/or wall planting & other landscaping).

**Subdivision Design:**

26. Driveway openings shall be a maximum 18' in width or up to 25% of a lot's frontage (except on cul de sacs), whichever is more.
27. The street names shall be approved by the Community Development Department and the Fire District.

28. A life saving device shall be provided along the trail adjacent to the storm water pond to provide assistance for a drowning victim.

**Subdivision Disclosures:**

29. 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, as may be applicable to any HOA formation.

30. 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 zone 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."

**Design Review:**

31. The homes and floor plans shall be consistent with those approved in the design review packet and PD Plan approved by City Council and stamped approved September 14, 2010. Any subsequent change to the floor plans or architecture of the homes shall be subject to City Council review and approval.

32. All windows shall be trimmed on all four sides.

33. Garage doors that face the street shall include windows as an option to future buyers.

**Energy Efficiency:**

34. Water heaters shall provide an energy efficiency factor of 0.84 or better.

35. Air conditioning condenser units shall be located to take advantage of natural shade, where feasible without interfering with practical use of yard space. Condensers should not be placed on the west or south elevation of a home, unless shade is provided. The location of the condenser shall be added to all plot plans for review and approval of the Community Development Director. Condensers located in side yards shall allow for a minimum of three feet (3') of clearance between condenser and either the house or fence.

36. Subdivisions design should take into consideration passive solar energy and house orientation should take advantage of this.

37. High efficiency furnaces in compliance with UBC Title 24 Codes.

**Tree Permit**

38. The applicant is approved to remove 69 onsite and 15 offsite trees as shown on the tree removal plan, and shall replace them with street trees and ornamental landscape trees, in substantial compliance with the Preliminary Landscape Plans approved as part of the PD Plan, per review by the Community Development Director.

**Building Division Conditions**

39. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy Requirements per the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division at (925) 625 – 7005.

40. An Automatic Life Safety Sprinkler System shall be required in all new residential occupancies pursuant to Ordinance 22-06.

41. 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**

### **General:**

42. 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.
43. 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. Final Maps may be phased for separate neighborhoods, commercial parcel(s), and apartment parcel(s), and on or off-site improvements may be phased as applicable to match the development allowed by each Final Map at the discretion of the City Engineer. Up to ten phased Final Maps may be filed.
44. 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. The Grading Plan may be phased to coincide with on or off-site improvements as applicable, at the discretion of the City Engineer. Grading plans may be issued prior approval of improvement plans, at the discretion of the City Engineer.
45. Submit landscaping plans for publicly maintained landscaping by phased neighborhood, commercial parcel(s), and apartment parcel(s), 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.
46. Execute any agreements required by the Stormwater Control Plan which pertain to any temporary easements, 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, apartment, or commercial building within the subdivision, or within each phase as applicable. Any temporary storm drainage ponds shall comply with the safety margins noted in EIR technical analyses, at the discretion of the City Engineer.
47. Building permits for house construction shall not be issued until the subdivision streets serving the lots have been paved.



### **Roadway Improvements:**

48. Submit a phasing plan for roadway and infrastructure improvements to the City Engineer for approval if the project is being phased. It is anticipated that the Cypress Road and Seller Avenue improvements described in the following conditions will be phased to coincide with the phasing of the commercial and residential components of the project.
  
49. Construct the frontage of Cypress Road to City public road standards for a 40-foot half width roadway within a 65-foot half width right of way, including curb, eight-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than six feet), right of way landscaping, necessary longitudinal and transverse drainage, pavement widening, and conforms to existing improvements. The face of curb shall be located 40 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project. The resulting cross section, including new and existing pavement, shall provide a minimum of two west bound 12 foot travel lanes, one east bound 12 foot travel lane, and associated turn lanes in accordance with the traffic analysis and City Engineer. The improvements are intended to be generally consistent with the "Emerson Ranch Project Frontage Improvements" exhibit prepared by Carlson, Barbee and Gibson, Inc. and dated April 28, 2010. The improvements may require slurry sealing and/or striping modifications as determined by the City Engineer to result in a safe and logical road segment. Ten feet of the west bound travel lanes (adjacent to the striped median) is eligible for reimbursement from the City's Traffic Impact Fee Program subject to a future reimbursement agreement. The agreement must be approved by the City Council prior to approving the final map for the costs to be reimbursable.
  
50. Construct the frontage of Sellers Avenue to City public road standards for a 40-foot half width roadway within a 70-foot half width right of way, including curb, eight-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than six feet), right of way landscaping, necessary longitudinal and transverse drainage, pavement widening, and conforms to existing improvements. The face of curb shall be located 40 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project. The resulting cross section, including new and existing pavement, shall provide a minimum of one north bound 12 foot travel lane, one south bound 12 foot travel lane, and associated turn lanes in accordance with the traffic analysis and City Engineer. The improvements are intended to be generally consistent with the "Emerson Ranch Project Frontage Improvements" exhibit prepared by Carlson, Barbee and Gibson, Inc. and dated April 28, 2010. The improvements may require slurry sealing and/or striping modifications as determined by the City Engineer to result in a safe and logical road segment. New pavement in excess of twenty feet as measured from the face of curb to the east that will be used as part of the ultimate roadway may be eligible for reimbursement from the City's Traffic Impact Fee Program subject to

a future reimbursement agreement. The agreement must be approved by the City Council prior to approving the final map for the costs to be reimbursable.

51. Construct the bus stop along the north side of Cypress Road consistent with EIR Mitigation Measure 4.3-6. The bus stop shall be consistent with Tri Delta Transit and City standards and shall include any necessary shelters and appurtenances. The right of way adjacent to the bus stop shall be widened so that the landscaping widths are consistent with the remainder of the frontage. The bus stop structure shall be built prior to issuance of the certificate of occupancy for the first commercial (retail or office) or multi-family apartment building.
52. Construct the project streets to City public road standards and as shown on the approved 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.
53. Install traffic signals at the following locations. The phasing, design and construction of the signals is subject to the review and approval of the City Engineer and may be based on additional traffic analysis to verify that traffic signal warrants have been met. The traffic signals shall be interconnected where appropriate. When placement of curb returns, poles and equipment is not feasible at the ultimate location the improvements will not be eligible for Traffic Impact Fee (TIF) credits (however portions of signals that are consistent with the ultimate design and locations may be eligible for fee credits).
  - A. Cypress Road at Sellers Avenue (this project is on the TIF project list and is eligible for reimbursement based on the policies and procedures of that program);
  - B. Cypress Road at A Street/Machado Lane (this project is not on the TIF project list and is not eligible for reimbursement); and
  - C. Cypress Road at Shopping Center Main Driveway (this project is not on the TIF project list and is not eligible for reimbursement).
54. Install traffic calming measures consistent with the City's Neighborhood Traffic Management Program including raised intersections or crosswalks on L Street at N Street and P Street, raised intersections or crosswalks, bulb outs, or traffic circles on Shearwater Way and Ibis Drive, and a raised crosswalk or other pedestrian safety feature from the park/stormwater pond area to the commercial

site. The traffic calming measures shall be included on the improvement plans and are subject to the review and approval of the City Engineer.

55. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer.
56. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.
57. Submit a phasing plan for the project streets to the City Engineer for review if the street improvements will be phased. The plan shall include provisions for emergency vehicle access, temporary turn-around facilities, and access to the occupied lots.

**Road Alignment/Sight Distance:**

58. Submit a preliminary plan and profile to the City Engineer for review showing all required improvements to Cypress Road and Sellers Avenue. The sketch plan shall be to scale, show horizontal and vertical alignments, transitions, curb lines, lane striping and cross sections and shall provide sight distance for a design speed of 45 miles per hour. The plan shall extend a minimum of 150 feet ± beyond the limits of the proposed work.

**Road Dedications:**

59. Convey to the City, by Offer of Dedication, the right of way for the project streets.
60. Convey to the City, by offer of dedication, the right of way for Cypress Road for the planned ultimate half width of 65-feet along the project frontage.
61. Convey to the City, by offer of dedication, the right of way for Sellers Avenue for the planned ultimate half width of 70-feet along the project frontage.
62. Relinquish abutter's rights of access along all non-primary frontages to the satisfaction of the City Engineer.
63. 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:**

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

Cypress Road and Sellers Avenue shall be General Electric spun aluminum "cobra head" style

**Grading:**

65. 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, levees, and roadway sections.
66. 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.
67. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer.
68. 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.
69. Grade 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.
70. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities. The dust and litter control plan shall address all items identified and shall be consistent with EIR Mitigation Measure 4.4-1.
71. Submit a haul route plan to the City Engineer for review and approval prior to importing or exporting any material from the site, if applicable. 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.

72. 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.
73. 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.
74. Submit the necessary documents, applications, or studies, if any, to show that the project meets National Flood Insurance Program and City Floodplain Management Ordinance requirements as they pertain to construction of any structures within the project boundary. FEMA's National Flood Insurance Rate Map currently shows the subject site is within Zone X (Panel 360 of 602, FIRM Map No. 06013C0360F, Effective Date June 16, 2009). This area is shown as being protected from the 1-percent-annual-chance or greater flood hazard by a levee system. If the FEMA map in effect at the time of grading permit approval includes the project levee and does not show any proposed building pads within a special flood hazard area then this condition shall be deemed satisfied.
75. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.
76. The burying of any construction debris is prohibited on construction sites.

**Utilities/Undergrounding:**

77. Underground all new and existing utility distribution facilities, including those along the project frontage of Cypress Road and Sellers Avenue. 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.
78. All utility boxes shall be installed underground and all wires and cables must be installed in conduits. Compliance with this condition shall be at the discretion of the City Engineer.
79. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

**Drainage Improvements:**

80. Collect and convey all stormwater entering and/or originating on these properties, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse, in accordance with Division 914 of the Ordinance Code. The project may be eligible for reimbursement from future development for upsizing the pond and/or storm drain main lines based on the final master plan.
81. 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.
82. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.
83. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
84. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.
85. Submit a long-term operational and maintenance plan for the publicly maintained stormwater pond, and/or any private or public interim ponds, and pump stations, to the City Engineer for review. The plan must include a level of effort estimate for staffing and maintenance requirements as well as an operational and life cycle budget analysis.
86. Convey to the City, by offer of dedication, Parcel B for open space and flood control purposes.

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

87. Install public right of way landscaping along Cypress Road and Sellers Avenue and trail corridors. The applicant shall work with the Community Development Department and City Engineer for the design, construction and completion of the public landscaping concurrent with the phased development of the subdivision. As part of the plan check process for the landscaping, the applicant shall develop a construction schedule approved by the Community Development Director to provide for the timely completion of the landscaping concurrent with development. Public landscape phasing shall be generally performed in tandem with adjacent subdivision improvements.
88. Maintain all landscaping within the public right of way until such time that the adjacent roadway improvements have been accepted for maintenance. Acceptance of landscaping may coincide with phased landscape improvements,

at the discretion of the City Engineer and dependent on the availability of maintenance funds.

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

89. Comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, 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:**

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

- A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);
- B. Regional Transportation Development Impact Mitigation Fee (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);
- C. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
- D. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);

- E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);
- F. Fire Facilities Impact Fee, collected by the City on behalf of the Oakley Fire Protection District;
- G. East Contra Costa County Habitat Conservation Plan Fee per the East Cypress HCP MOA.

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.

- 91. 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.
- 92. 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.
- 93. 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.
- 94. 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.

95. Participate in the formation of a mechanism to fund the additional police protection and park maintenance that will be required in the Cypress Corridor area. This annual assessment is pursuant to Section 4 of the Memorandum of Understanding between the City of Oakley and the Emerson, Gilbert and Burroughs Families dated September 23, 2002. The assessment shall initially be \$120 per parcel annually and shall include appropriate future cost of living adjustments for police services and park maintenance 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 the formation and provide all information and documents required by the City. All costs shall be paid by Applicant.
96. 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.
97. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, stormwater ponds and any proposed pump stations, as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. The funding mechanism shall be formed prior to filing of any final or parcel map, and the project proponent shall fund all costs of the formation.
98. Comply with any applicable storm drainage master plan and associated fees for drainage. The applicant shall pay any applicable fee in effect at the time of building permit issuance. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which he might be eligible. Any credit or reimbursements shall be determined prior to filing the final map.

## ADVISORY NOTES

The following advisory notes are provided to the applicant as a courtesy but are not a part of the conditions of approval. Advisory notes are provided for the purpose of informing the applicant of additional ordinance requirements that must be met in order to proceed with development.

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

**PASSED AND ADOPTED** by the City Council at a meeting held on the 14<sup>th</sup> day of September 2010, by the following vote:

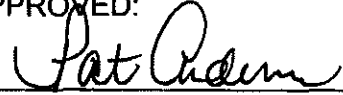
AYES: Anderson, Connelley, Frazier, Rios, Romick

NOES: None

ABSTENTIONS: None

ABSENT: None

APPROVED:



Pat Anderson, Mayor

ATTEST:



9/16/10

Nancy Ortenblad, City Clerk

Date

**CITY OF OAKLEY  
SUBDIVISION IMPROVEMENT AGREEMENT  
SUBDIVISION 9032 EMERSON RANCH NEIGHBORHOOD 1**

This agreement is made and entered into this 28<sup>th</sup> day of April, 2015 by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and Brookfield Emerson Land LLC, A Delaware Limited Liability Company hereinafter referred to as "DEVELOPER".

**RECITALS**

**WHEREAS**, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the subdivider of Subdivision 9032 Emerson Ranch Neighborhood 1 (Neighborhood 1), desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Number 107-10 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled: Emerson Ranch Phase 1 Improvement Plan Subdivision 9032, Subdivision 9032 Cypress Road Phase 1 Improvement Plans, and Emerson Ranch Phase 1 Grading Plan Subdivision 9032 as prepared by Carlson, Barbee & Gibson, Inc. and Parcel A Open Space at Emerson Ranch Landscape Improvements, Entry & Streetscape at Cypress Road and Emerson Ranch Way Landscape Improvements now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

**WHEREAS**, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 107-10 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA is the subject of this Agreement. DEVELOPER's agreement to satisfy all COA including the aforementioned COA and construct the Improvements identified in the aforementioned COA is a material part of the consideration for this Agreement; and

**WHEREAS**, Conditions of Approval #49 and #50 set requirements for the construction of the widening of Cypress Road and Sellers Avenue and sets the requirements for reimbursement by the City for part of the cost of this work. The conditions state that an agreement must be approved by the City Council prior to approval of "the final map". Since the approved tentative map for Subdivision 9032 allows DEVELOPER to file multiple final maps, DEVELOPER has requested that they be allowed to execute the reimbursement agreement with a future final map to allow them to complete the designs and cost estimates associated with the widening of the two streets; and

**WHEREAS**, DEVELOPER intends to satisfactorily complete The Improvements within the time hereinafter specified, and CITY intends to accept DEVELOPER's offer(s)

of dedication of The Improvements in consideration for DEVELOPER's satisfactory performance of the terms and conditions of this Agreement:

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

1. Improvements.

DEVELOPER agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as Conditions of Approval of Tentative Map 9032 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

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

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

All deadlines, cure periods and periods for DEVELOPER'S performance under this Agreement shall be extended as applicable by occurrences of Unavoidable Delay. "Unavoidable Delay" shall mean any prevention, delay or stoppage in the performance of DEVELOPER's obligations under this Agreement, which prevention, delay or stoppage is caused by: (a) CITY's actions or CITY's failure to take any action that the CITY is required to take under the express terms of this Agreement, (b) acts of God, war, inability to obtain labor or materials or reasonable substitutes therefor due to conditions generally applicable in the location of the Property, (c) moratoria,

regulations, or controls imposed, or lack of action taken, by any governmental or quasi-governmental agency, (d) the inability to obtain permits or other necessary governmental approvals, (e) rain or other inclement weather, or (f) other similar matters or causes beyond DEVELOPER's reasonable control. DEVELOPER shall give written notice to CITY within fifteen (15) business days after DEVELOPER becomes aware of the occurrence of an Unavoidable Delay specifying the nature of the Unavoidable Delay. DEVELOPER will use commercially reasonable efforts to minimize the impact of any Unavoidable Delay.

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

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be a total of \$6,333,760 of which:  
\$3,711,000 Emerson Ranch Phase 1 Improvement Plan Subdivision 9032,  
\$900,000 Subdivision 9032 Cypress Road Phase 1 Improvement Plans,  
\$804,760 Emerson Ranch Phase 1 Grading Plan Subdivision 9032,  
\$740,000 Parcel A Open Space at Emerson Ranch Landscape Improvements,  
\$178,000 Entry & Streetscape at Cypress Road and Emerson Ranch Way Landscape Improvements

Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

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

- a. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that The Improvements will be satisfactorily completed. A minimum of one percent (1%) of the security shall be a cash deposit.
- b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

- c. If required by CITY, a cash deposit, corporate surety bond, or instrument of credit sufficient to assure CITY that the surface water drainage of the subdivision shall not interfere with the use of neighboring property, including public streets and highways.

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

4. Prevailing Wage.

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

5. Insurance Required.

Concurrently with the execution hereof, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required in this paragraph and as set forth in Exhibit C, and such insurance shall have been approved by the Finance Director of CITY, or his designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER's general contractor shall obtain or cause to be obtained and filed with the Finance Director, all insurance required under this paragraph and as set forth in Exhibit C, evidenced herein as Exhibit D, and such insurance shall have been approved by the Finance Director of CITY, as to form, amount and carrier. DEVELOPER shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance required for DEVELOPER and DEVELOPER's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by CITY. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. CITY acknowledges and agrees that DEVELOPER has provided to CITY the evidence of insurance required to be maintained under this Section 5 and such insurance has been previously approved by the Finance Director of CITY, as to form, amount and carrier.

6. Work Performance and Guarantee.

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

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

If CITY, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, DEVELOPER shall pay, in addition to actual costs and expenses of such repair or work, twenty five percent (25%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

7. Inspection of the Work.

DEVELOPER shall guarantee free access to CITY through its City Engineer and his designated representative for the safe and convenient inspection of the work throughout its construction. Said CITY representative shall have the authority to reject all materials and workmanship which are not in accordance with the plans and specifications, and all such materials and or work shall be removed promptly by



DEVELOPER and replaced to the satisfaction of CITY without any expense to CITY in strict accordance with the improvement plans and specifications.

8. Agreement Assignment.

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

9. Abandonment of Work.

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

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

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

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

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

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

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

Attn: Josh Roden  
Brookfield Emerson Land LLC,  
A Delaware Limited Liability Company  
500 La Gonda Way, Suite 100  
Danville, CA 94526

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

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

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

10. Use of Streets or Improvements.

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

11. Safety Devices.

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

12. Acceptance of Work.

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

13. Patent and Copyright Costs.

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

14. Alterations in Plans and Specifications.

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

15. Liability.

- a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be

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

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

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

16. Recitals.

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

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

**CITY OF OAKLEY**

**Brookfield Emerson Land LLC,  
A Delaware Limited Liability Company**

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

\_\_\_\_\_  
Signature and Title

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

- Exhibits:     Exhibit A – City of Oakley, City Council, Resolution 107-10
- Exhibit B – Prevailing Wage
- Exhibit C - Insurance Requirements
- Exhibit D - Verification of Required Insurance

**EXHIBIT A**  
**(RESOLUTION 107-10)**

## EXHIBIT B

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

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

#### HOURS OF WORK:

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

#### WAGES:

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

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

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

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



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

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

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

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

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### CONSTRUCTION CONTRACTS

##### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

##### ***Deductibles and Self-Insured Retentions***

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

### ***Other Insurance Provisions***

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

### ***Builder's Risk (Course of Construction) Insurance***

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

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

### ***Claims Made Policies***

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

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

### ***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **Worker's Compensation policies shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

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

### ***Subcontractors***

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

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds:

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

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

### ***Special Risks or Circumstances***

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

**EXHIBIT D**  
**VERIFICATION OF INSURANCE**

**RESOLUTION NO. XX-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH BROOKFIELD EMERSON LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR SUBDIVISION 9032 EMERSON RANCH NEIGHBORHOOD 1 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT**

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Brookfield Emerson Land LLC, a Delaware Limited Liability Company for the development of a residential subdivision known as Subdivision 9032 Emerson Ranch Neighborhood 1; and

WHEREAS, this agreement will require the developer to complete approximately \$6,333,760.00 in public improvements and drainage infrastructure in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Brookfield Emerson Land LLC, a Delaware Limited Liability Company is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 9032 Emerson Ranch Neighborhood 1 in the form attached hereto as **Exhibit A** and is made part of this resolution.

**PASSED AND ADOPTED** by the City Council of the City of Oakley, California, this 28<sup>th</sup> day of April 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

**RESOLUTION NO. XX-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
APPROVING THE FINAL MAP OF SUBDIVISION 9032 EMERSON RANCH  
NEIGHBORHOOD 1**

WHEREAS, Brookfield Emerson Land LLC, a Delaware Limited Liability Company, has satisfied the necessary conditions of approval for Subdivision 9032, as approved by the City Council on September 14, 2010 by Resolution Number 107-10; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled "Subdivision 9032 Emerson Ranch Neighborhood 1", as prepared by Carlson, Barbee & Gibson, Inc. be approved.

**PASSED AND ADOPTED** by the City Council of the City of Oakley, California, this 28th day of April 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

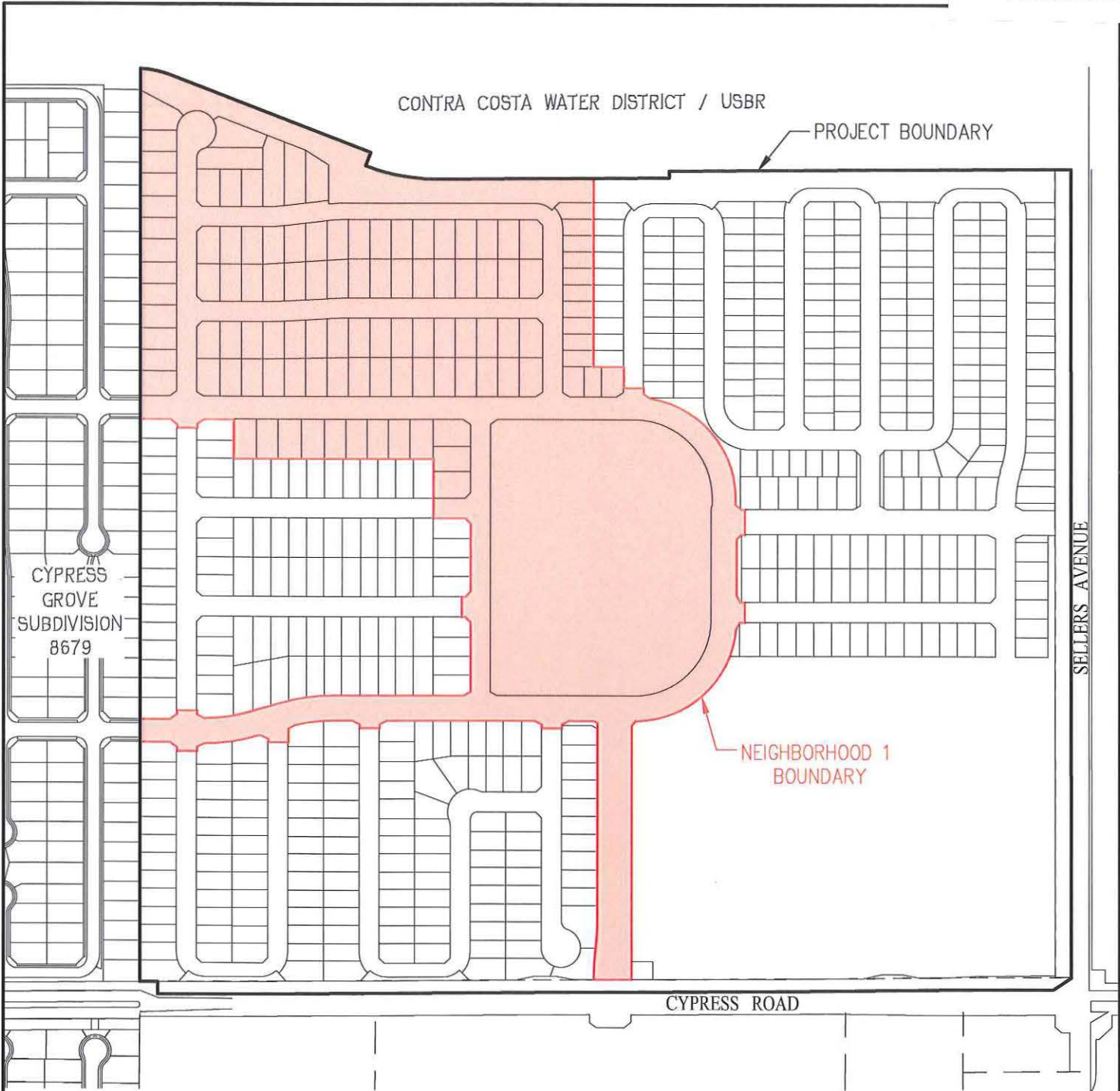
APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

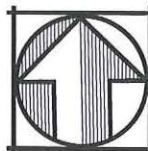


EMERSON RANCH  
**NEIGHBORHOOD 1**  
 SUBDIVISION 9032

CITY OF OAKLEY    CONTRA COSTA COUNTY    CALIFORNIA

DATE: APRIL 15, 2015

SCALE: 1" = 400'



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

6111 BOLLINGER CANYON ROAD, SUITE 150  
 SAN RAMON, CALIFORNIA 94583

(925) 866-0322  
 FAX (925) 866-8575



**OWNER'S STATEMENT**

THE UNDERSIGNED, BEING A PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS EMERSON RANCH WAY, PARKFIELD WAY, PARKFIELD COURT, LITTLETON STREET, BLUESTONE DRIVE, DUNMORE STREET, HANSFORD WAY, IBIS DRIVE, SHEARWATER WAY AND CYPRESS ROAD WIDENING.

THE AREAS DESIGNATED AS PARCELS A AND H HEREBY DEDICATED TO THE CITY OF OAKLEY IN FEE OR ITS DESIGNEE FOR PUBLIC USE.

PARCELS B, C, D, E, F, G, AND I ARE TO BE RETAINED BY THE OWNER.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" FOR UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION, AND TELEPHONE USE AND ANY/ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT TITLE NUMBER 0192-4369709, DATED JUNE 20, 2014, PREPARED BY FIRST AMERICAN TITLE COMPANY.

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF OAKLEY ALL ABUTTER'S RIGHTS OF ACCESS ALONG THE PROPERTY LINES IN THOSE AREAS DEPICTED HEREON BY THE SYMBOL ///////.

BROOKFIELD EMERSON LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
JOHN RYAN, ITS PRESIDENT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
KEVIN POHLSON, ITS VP

**OWNER'S ACKNOWLEDGEMENT**

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

STATE OF \_\_\_\_\_ ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

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

**SUBDIVISION NO. 9032**

**EMERSON RANCH  
NEIGHBORHOOD 1**

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

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

MARCH 2015

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BROOKFIELD EMERSON LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY IN JUNE 2013. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2016 OR THE COMPLETION OF IMPROVEMENTS, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MARK H. WEHBER  
P.L.S. NO. 7960

DATE: \_\_\_\_\_



**OWNER'S ACKNOWLEDGEMENT**

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

STATE OF \_\_\_\_\_ ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS MY HAND:

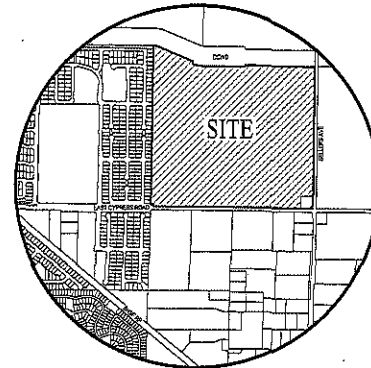
SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

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



**VICINITY MAP**  
NOT TO SCALE

**CITY SURVEYOR'S STATEMENT**

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION NO. 9032" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

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

DATE: \_\_\_\_\_



**COUNTY RECORDER'S STATEMENT**

THIS MAP, ENTITLED "SUBDIVISION NO. 9032", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED JUNE 20, 2014, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

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

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

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



**OPTIONEE'S STATEMENT**

THE UNDERSIGNED, AS OPTIONEE BY A DOCUMENT RECORDED MARCH 29, 2013 AS INSTRUMENT NO. 2013-0078881 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

NUCP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: ITS MEMBERS/MANAGERS,

STEVEN THOMAS, MEMBER/MANAGER

DAVID SANSON, MEMBER/MANAGER

**OPTIONEE'S ACKNOWLEDGMENT**

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )S.S.  
ON \_\_\_\_\_

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

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

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_ COUNTY  
COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRES: \_\_\_\_\_

**OPTIONEE'S ACKNOWLEDGMENT**

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )S.S.  
ON \_\_\_\_\_

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

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

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_ COUNTY  
COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRES: \_\_\_\_\_

**SUBDIVISION NO. 9032**

**EMERSON RANCH  
NEIGHBORHOOD 1**

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

MARCH 2015

**CITY CLERK'S STATEMENT**

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP ENTITLED, "SUBDIVISION NO. 9032", CONSISTING OF SIXTEEN (16) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NUMBER \_\_\_\_\_ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO ACCEPT SUBJECT TO IMPROVEMENT ANY PARCELS, DRIVES, COURTS, WAYS, STREETS AND ROADS OR EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE.

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

**CITY COUNCIL STATEMENT**

I, KOUROSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR "SUBDIVISION NO. 9032" DATED SEPTEMBER 24, 2010, WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

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

**GEOTECHNICAL SOILS REPORT**

A SOILS REPORT HAS BEEN PREPARED BY ENGeo, DATED MARCH 4, 2005, AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

**CLERK OF THE BOARD OF SUPERVISORS' STATEMENT**

I HEREBY STATE, AS CHECKED BELOW, THAT:

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

[ ] ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: \_\_\_\_\_ DAVID TWA  
COUNTY ADMINISTRATOR  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA

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

**CITY ENGINEER'S STATEMENT**

I, KEITH COGGINS, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION NO. 9032"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON SEPTEMBER 14, 2010, AND ANY SUBSEQUENT MODIFICATIONS THEREOF; AND THAT ALL PROVISIONS OF STATE LAW AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

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

DATE: \_\_\_\_\_



**CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE**

BROOKFIELD EMERSON LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR EMERSON RANCH WAY, PARKFIELD WAY, PARKFIELD COURT, LITTLETON STREET, BLUESTONE DRIVE, DUNMORE STREET, HANSFORD WAY, IBIS DRIVE, SHEARWATER WAY AND CYPRESS ROAD WIDENING, AND EASEMENTS FOR PUBLIC UTILITIES. THE CITY OF OAKLEY SHALL RECONVEY THE PROPERTY TO BROOKFIELD EMERSON LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY, OR ITS SUCCESSOR IN INTEREST IF THE CITY OF OAKLEY SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO THE PROVISIONS OF SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.



# SUBDIVISION NO. 9032

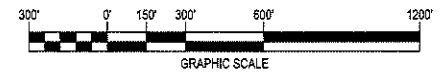
## EMERSON RANCH NEIGHBORHOOD 1

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

SCALE: 1" = 300'      MARCH 2015



### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING NB89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999396 TO OBTAIN GRID DISTANCES.

### LEGEND

	SUBDIVISION BOUNDARY
	LOT LINE
	CENTERLINE
	SECTION LINE
	EASEMENT LINE
	RELINQUISHED ABUTTER'S RIGHTS
(T)	TOTAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(R)	RADIAL
⊙	FOUND STANDARD STREET MONUMENT, AS NOTED
⊗	FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
⊕	SET STANDARD STREET MONUMENT, LS 7960
⊙	FOUND IRON PIPE OR REBAR AS NOTED
(#)	REFERENCE NUMBER
FUE	PUBLIC UTILITY EASEMENT
BD	BOUNDARY
O.R.	OFFICIAL RECORDS
CALC	CALCULATED

### REFERENCES

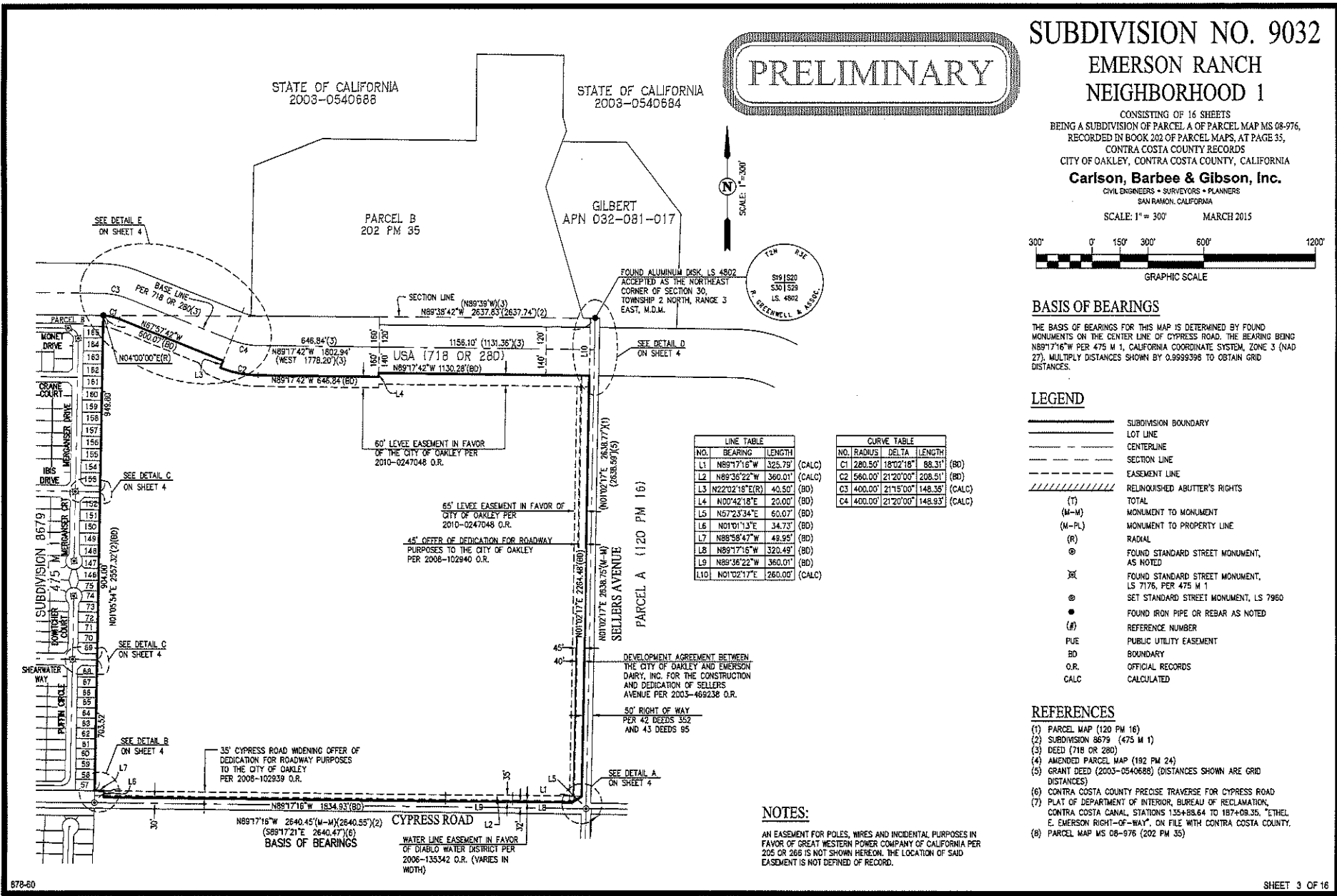
- (1) PARCEL MAP (120 PM 16)
- (2) SUBDIVISION 8679 (475 M 1)
- (3) DEED (718 OR 280)
- (4) AMENDED PARCEL MAP (192 PM 24)
- (5) GRANT DEED (2003-0540688) (DISTANCES SHOWN ARE GRID DISTANCES)
- (6) CONTRA COSTA COUNTY PRECISE TRAVERSE FOR CYPRESS ROAD PLAT OF DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION, CONTRA COSTA CANAL STATIONS 135+588.64 TO 187+08.35, "ETHEL E. EMERSON RIGHT-OF-WAY", ON FILE WITH CONTRA COSTA COUNTY.
- (8) PARCEL MAP MS 08-976 (202 PM 35)

PRELIMINARY



LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°17'16"W	325.79' (CALC)
L2	N89°36'22"W	360.01' (CALC)
L3	N22°02'18"E(R)	40.50' (BD)
L4	N00°42'18"E	20.00' (BD)
L5	N57°23'34"E	60.07' (BD)
L6	N01°01'13"E	34.73' (BD)
L7	N88°58'47"W	48.95' (BD)
L8	N89°17'16"W	320.49' (BD)
L9	N89°36'22"W	360.01' (BD)
L10	N01°02'17"E	260.00' (CALC)

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	280.50'	18°02'18"	88.31' (BD)
C2	560.00'	21°20'00"	208.51' (BD)
C3	400.00'	21°15'00"	148.38' (CALC)
C4	400.00'	21°20'00"	148.93' (CALC)



# SUBDIVISION NO. 9032 EMERSON RANCH NEIGHBORHOOD 1

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA  
MARCH 2015

### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

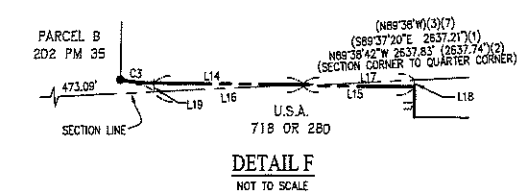
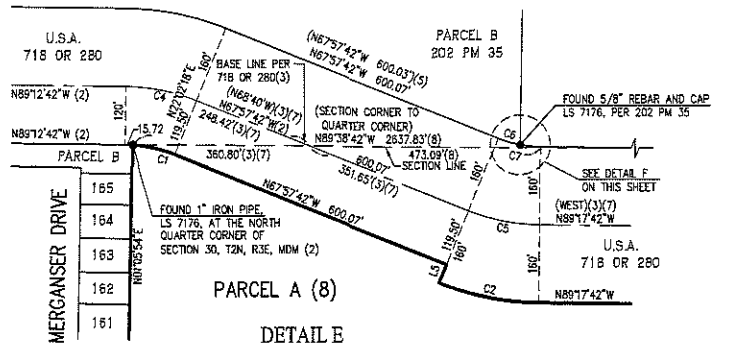
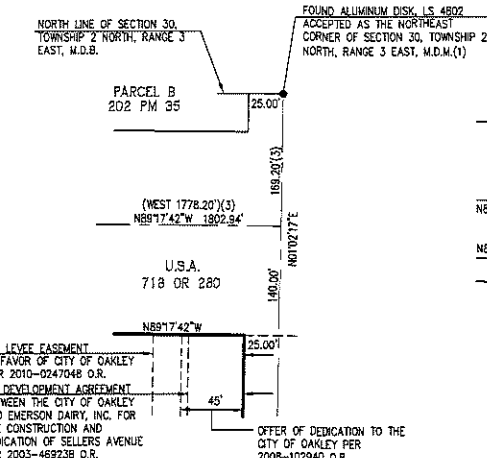
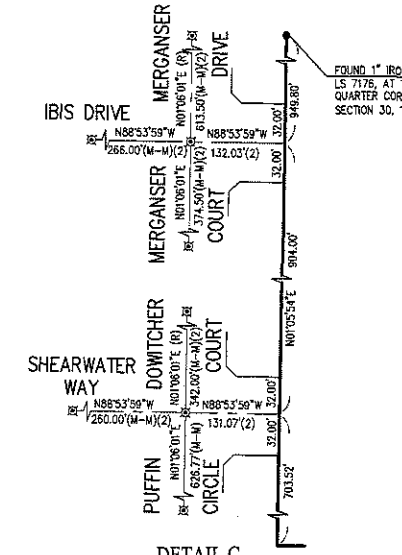
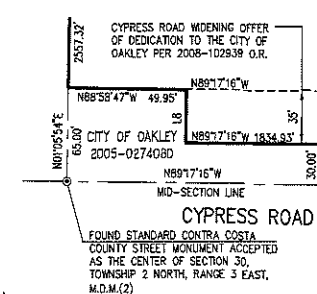
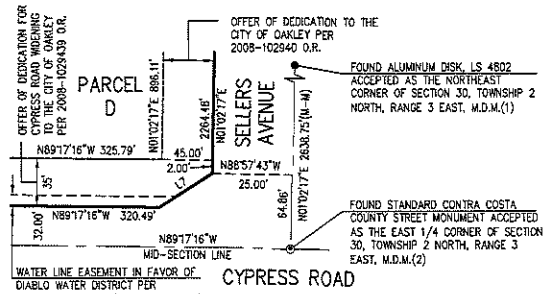
### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- SECTION LINE
- EASEMENT LINE
- RELINQUISHED ADJUTTER'S RIGHTS
- (T) TOTAL MONUMENT TO PROPERTY
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊗ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- ⊕ SET STANDARD STREET MONUMENT, LS 7860
- ⊙ FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY
- O.R. OFFICIAL RECORDS

### REFERENCES

- (1) PARCEL MAP (120 PM 16)
- (2) SUBDIVISION 8679 (475 M 1)
- (3) DEED (718 OR 280)
- (4) AMENDED PARCEL MAP (192 PM 24)
- (5) GRANT DEED (2003-0540688) (DISTANCES SHOWN ARE GRID DISTANCES)
- (6) CONTRA COSTA COUNTY PRECISE TRAVERSE FOR CYPRESS ROAD
- (7) PLAT OF DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION, CONTRA COSTA CANAL, STATIONS 135+88.64 TO 187+09.35. "ETHEL, EMERSON RIGHT-OF-WAY", ON FILE WITH CONTRA COSTA COUNTY.
- (8) PARCEL MAP MS 08-976 (202 PM 35)

PRELIMINARY



CURVE TABLE			LINE TABLE		
NO.	RADIUS	DELTA (LENGTH)	NO.	BEARING	LENGTH
C1	280.00'	18°02'18" 88.31'	L1	N38°39'30"E	16.40' (8)
C2	560.00'	21°20'00" 208.51'	L5	N27°02'18"E (R)	40.50'
C3	240.00'	107°0'38" 42.63'	L7	N57°23'34"E	60.07'
(8) R C4	400.00'	217°5'00" 148.35'	L8	N01°01'13"E	34.73'
(8) R C5	400.00'	21°20'00" 148.93'	L14	N89°17'42"W	296.57' (8)
(8) R C6	240.00'	11°09'22" 46.73'	L15	N89°17'42"W	350.26' (8)
C7	240.00'	21°20'00" 89.35'	L16	N89°38'42"W	296.57' (8)
			L17	N89°38'42"W	350.26' (8)
			L18	N00°21'18"E	2.14' (8)
			L19	N00°21'18"E	1.81' (8)

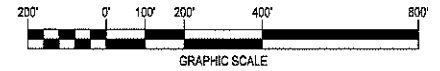
# SUBDIVISION NO. 9032 EMERSON RANCH NEIGHBORHOOD 1

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-476,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

SCALE: 1" = 200'      MARCH 2015

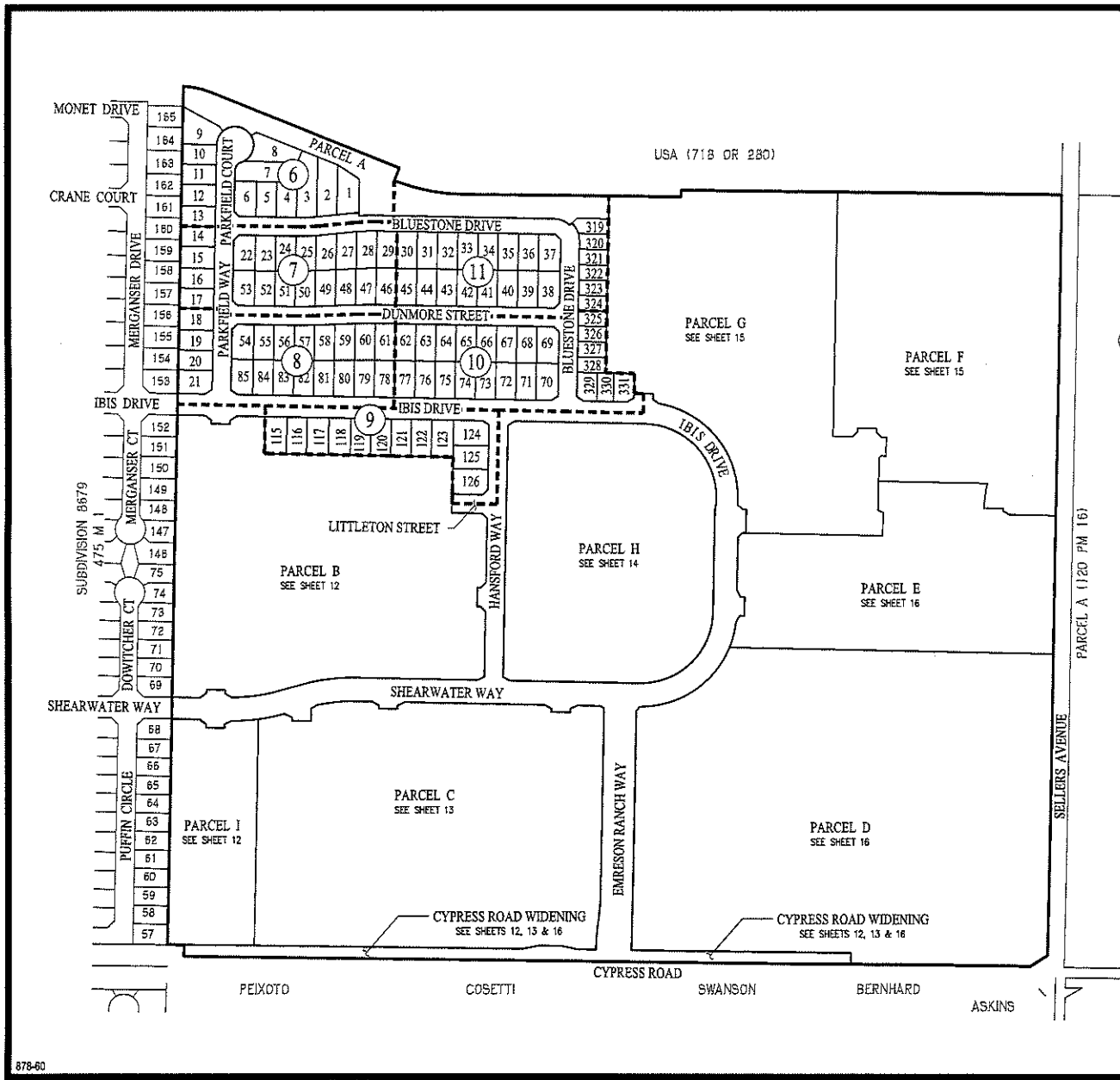
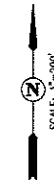


### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- SECTION LINE
- EASEMENT LINE
- RELINQUISHED ADJUTTER'S RIGHTS
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊗ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- SET STANDARD STREET MONUMENT, LS 7960
- ⊙ FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BO BOUNDARY
- O.R. OFFICIAL RECORDS
- SHEET LIMIT
- ① SHEET NUMBER



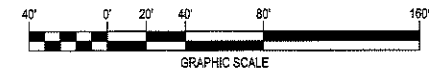
PRELIMINARY

# SUBDIVISION NO. 9032 EMERSON RANCH NEIGHBORHOOD 1

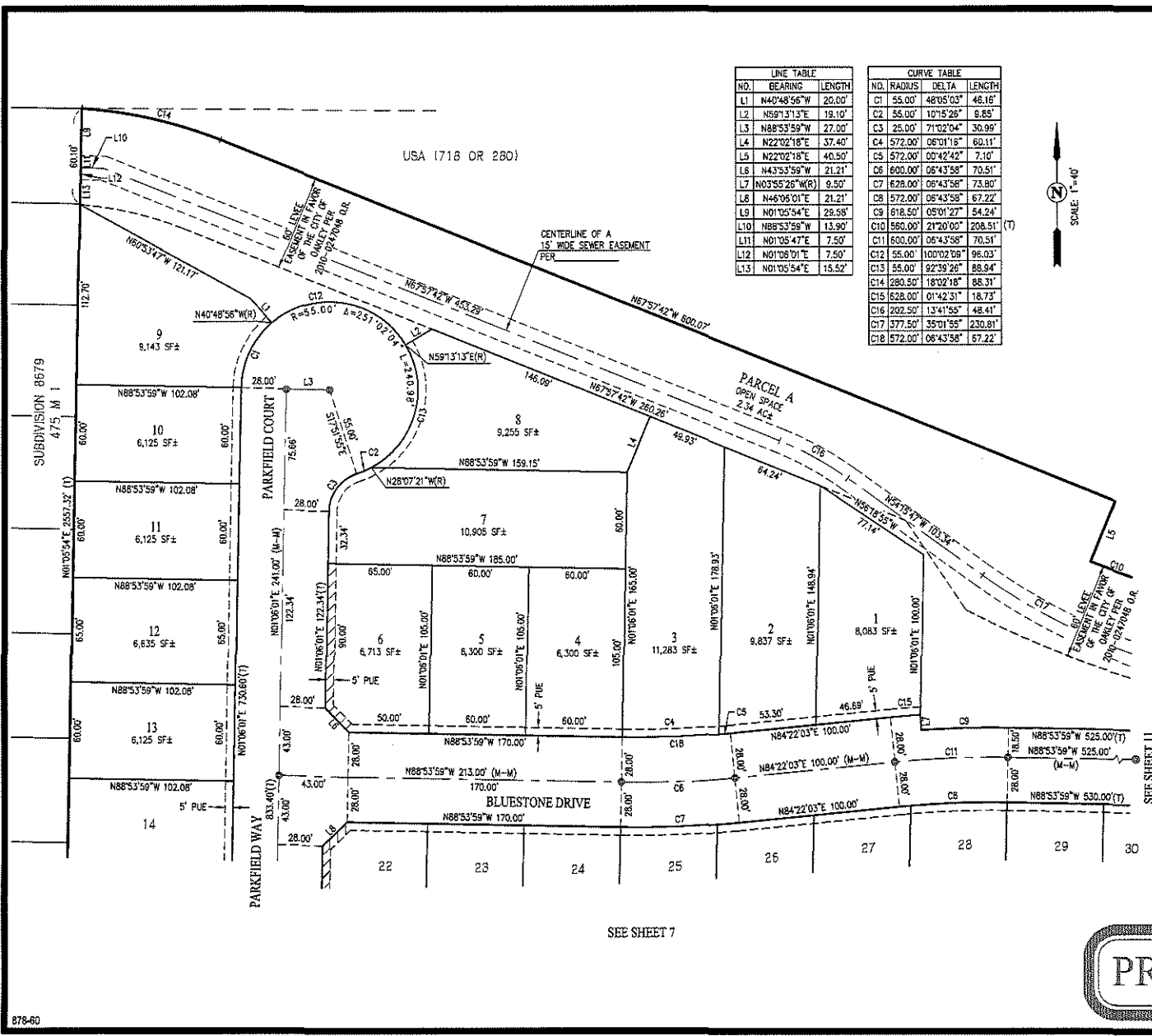
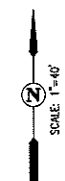
CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
RECORDED IN BOOK 262 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

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

SCALE: 1" = 40'      MARCH 2015



LINE TABLE			CURVE TABLE			
NO.	BEARING	LENGTH	NO.	RADIUS	DELTA	LENGTH
L1	N40°48'56"W	20.00'	C1	55.00'	48°05'03"	48.16'
L2	N89°13'13"E	19.10'	C2	55.00'	10°15'26"	9.85'
L3	N88°53'59"W	27.00'	C3	25.00'	71°02'04"	30.99'
L4	N22°02'18"E	37.40'	C4	572.00'	06°01'16"	60.11'
L5	N22°02'18"E	40.50'	C5	572.00'	00°42'42"	7.10'
L6	N43°53'59"W	21.21'	C6	6000.00'	06°43'58"	70.51'
L7	N03°55'26"W(R)	9.50'	C7	628.00'	06°43'58"	73.80'
L8	N46°06'01"E	21.21'	C8	572.00'	06°43'58"	67.22'
L9	N01°05'54"E	29.58'	C9	618.50'	05°01'27"	54.24'
L10	N88°53'59"W	13.90'	C10	580.00'	21°20'00"	208.51'
L11	N01°05'47"E	7.50'	C11	600.00'	06°43'58"	70.51'
L12	N01°05'01"E	7.50'	C12	55.00'	100°02'59"	96.03'
L13	N01°05'54"E	15.52'	C13	55.00'	82°39'26"	88.94'
			C14	280.50'	18°02'18"	88.31'
			C15	628.00'	01°42'31"	16.73'
			C16	202.50'	13°41'55"	48.41'
			C17	577.50'	35°01'55"	230.81'
			C18	572.00'	06°43'58"	67.22'



**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING H89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

- LEGEND**
- SUBDIVISION BOUNDARY
  - LOT LINE
  - CENTERLINE
  - SECTION LINE
  - EASEMENT LINE
  - RELINQUISHED ABUTTER'S RIGHTS
  - (T) TOTAL MONUMENT TO MONUMENT
  - (M-M) MONUMENT TO MONUMENT
  - (M-PL) MONUMENT TO PROPERTY LINE
  - (R) RADIAL
  - ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
  - ⊗ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
  - ⊙ FOUND STANDARD STREET MONUMENT, LS 7360
  - ⊙ FOUND IRON PIPE OR REBAR AS NOTED
  - (#) REFERENCE NUMBER
  - PUE PUBLIC UTILITY EASEMENT
  - HD BOUNDARY
  - O.R. OFFICIAL RECORDS

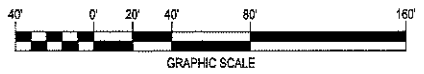
PRELIMINARY

# SUBDIVISION NO. 9032 EMERSON RANCH NEIGHBORHOOD 1

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

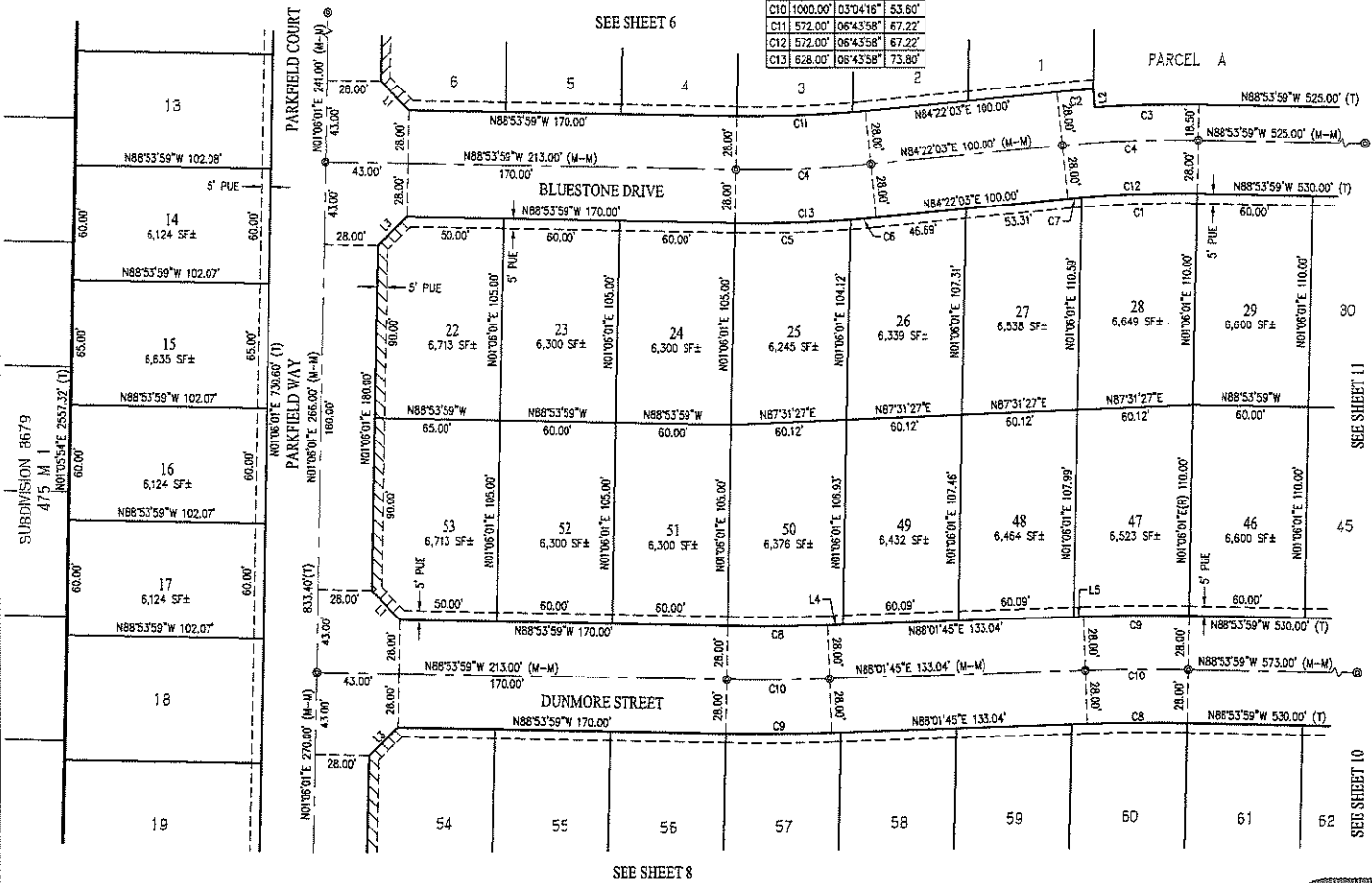
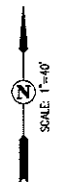
**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

SCALE: 1" = 40'      MARCH 2015



LINE TABLE		
NO.	BEARING	LENGTH
L1	N43°53'59"W	21.21'
L2	N03°52'26"W	9.50'
L3	N48°08'01"E	21.21'
L4	S88°01'45"W	7.94'
L5	S88°01'45"W	4.93'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	572.00'	06°01'16"	60.11'
C2	628.00'	01°42'31"	18.73'
C3	618.50'	05°01'27"	54.24'
C4	600.00'	06°43'58"	70.51'
C5	628.00'	05°28'57"	60.09'
C6	628.00'	01°15'01"	13.70'
C7	572.00'	00°42'42"	7.10'
C8	972.00'	03°04'16"	52.10'
C9	1028.00'	03°04'16"	55.10'
C10	1000.00'	03°04'16"	53.60'
C11	572.00'	06°43'58"	67.22'
C12	572.00'	06°43'58"	67.22'
C13	628.00'	06°43'58"	73.80'



### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD, THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- SECTION LINE
- EASEMENT LINE
- RELINQUISHED ADJUTER'S RIGHTS
- (T) TOTAL MONUMENT TO MONUMENT
- (M-M) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊗ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- SET STANDARD STREET MONUMENT, LS 7980
- ⊙ FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY
- O.R. OFFICIAL RECORDS

PRELIMINARY

LINE TABLE			CURVE TABLE			
NO.	BEARING	LENGTH	NO.	RADIUS	DELTA	LENGTH
L1	N43°33'59"W	21.21'	C1	972.00'	03°04'16"	52.10'
L2	N88°01'45"E	4.93'	C2	1030.00'	03°04'16"	53.80'
L3	N88°01'45"E	7.94'	C3	1028.00'	03°04'16"	53.10'
L4	N46°08'01"E	21.21'				
L5	N55°20'47"E	24.64'				
L6	N58°16'49"W	23.75'				
L7	N53°08'45"W	24.64'				
L8	N58°28'52"E	23.75'				
L9	N01°06'01"E	10.00'				
L10	N01°06'01"E	11.60'				

# SUBDIVISION NO. 9032

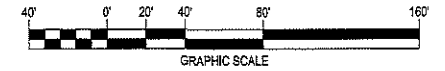
## EMERSON RANCH

### NEIGHBORHOOD 1

CONSISTING OF 16 SHEETS  
 BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
 RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
 CONTRA COSTA COUNTY RECORDS  
 CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

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

SCALE: 1" = 40' MARCH 2015



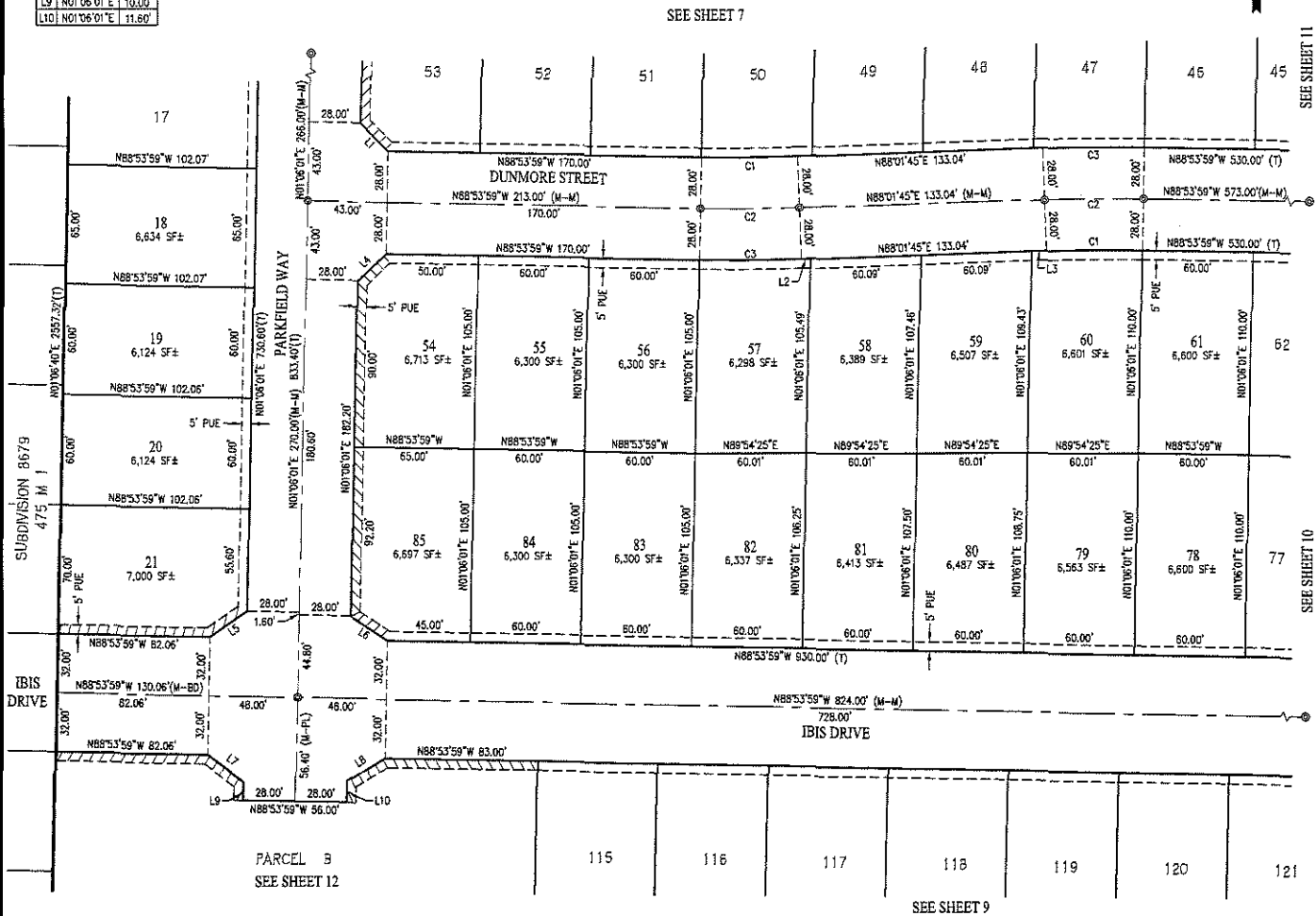
#### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD, THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

#### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- SECTION LINE
- EASEMENT LINE
- RELINQUISHED ABUTTER'S RIGHTS
- (T) TOTAL MONUMENT TO MONUMENT
- (M-M) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊗ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY
- O.R. OFFICIAL RECORDS

PRELIMINARY





**BASIS OF BEARINGS**

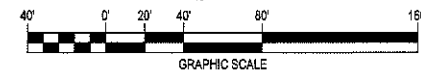
THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

**SUBDIVISION NO. 9032  
EMERSON RANCH  
NEIGHBORHOOD 1**

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-076,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

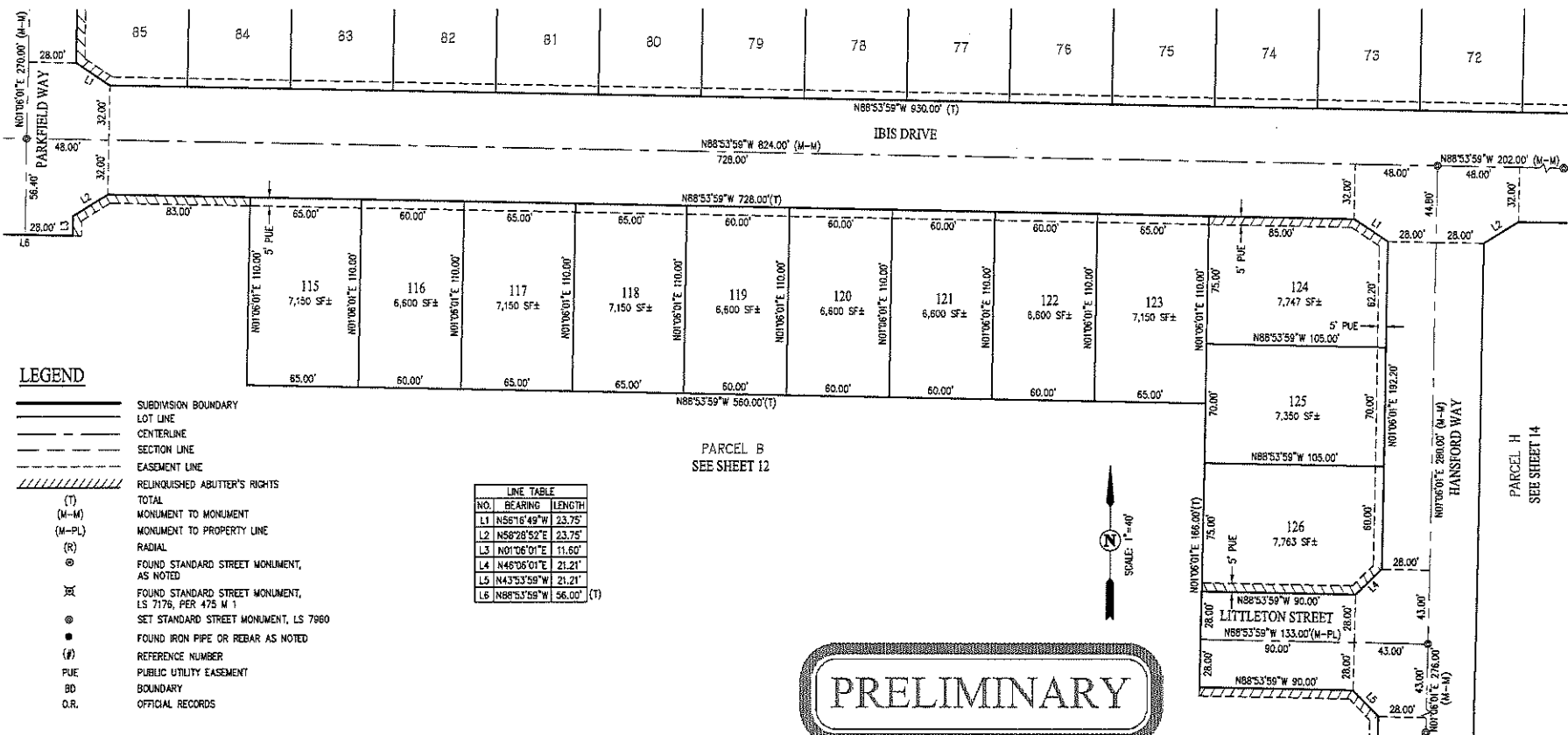
**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MARCH 2015



SEE SHEET 8

SEE SHEET 10



**LEGEND**

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- SECTION LINE
- - - EASEMENT LINE
- /// RELINQUISHED ABUTTER'S RIGHTS
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊙ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- ⊙ FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY
- O.R. OFFICIAL RECORDS

LINE TABLE		
NO.	BEARING	LENGTH
L1	N55°16'49"W	23.75'
L2	N58°28'52"E	23.75'
L3	N01°06'01"E	11.60'
L4	N46°06'01"E	21.21'
L5	N43°53'59"W	21.21'
L6	N88°53'59"W	56.00' (T)

PARCEL B  
SEE SHEET 12

**PRELIMINARY**

**LEGEND**

- SUBDIVISION BOUNDARY
- LOT LINE
- - - - CENTERLINE
- - - - SECTION LINE
- - - - EASEMENT LINE
- ////// RELINQUISHED ABUTTER'S RIGHTS
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊗ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY
- O.R. OFFICIAL RECORDS

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD, THE BEARING BEING N89°17'16" W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27), MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N43°53'59"W	21.21'
L2	N58°28'52"E	23.75'
L3	N56°16'49"W	23.75'
L4	N53°56'24"W	21.52'
L5	N88°53'59"W	3.91'
L6	N01°06'01"E	13.20'
L7	N01°06'01"E	16.78'
L8	N09°36'30"E(R)	32.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	250.00'	08°30'29"	37.12'
C2	250.00'	80°00'00"	392.70'

(M-M)

**SUBDIVISION NO. 9032**

**EMERSON RANCH  
NEIGHBORHOOD 1**

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

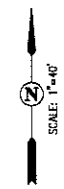
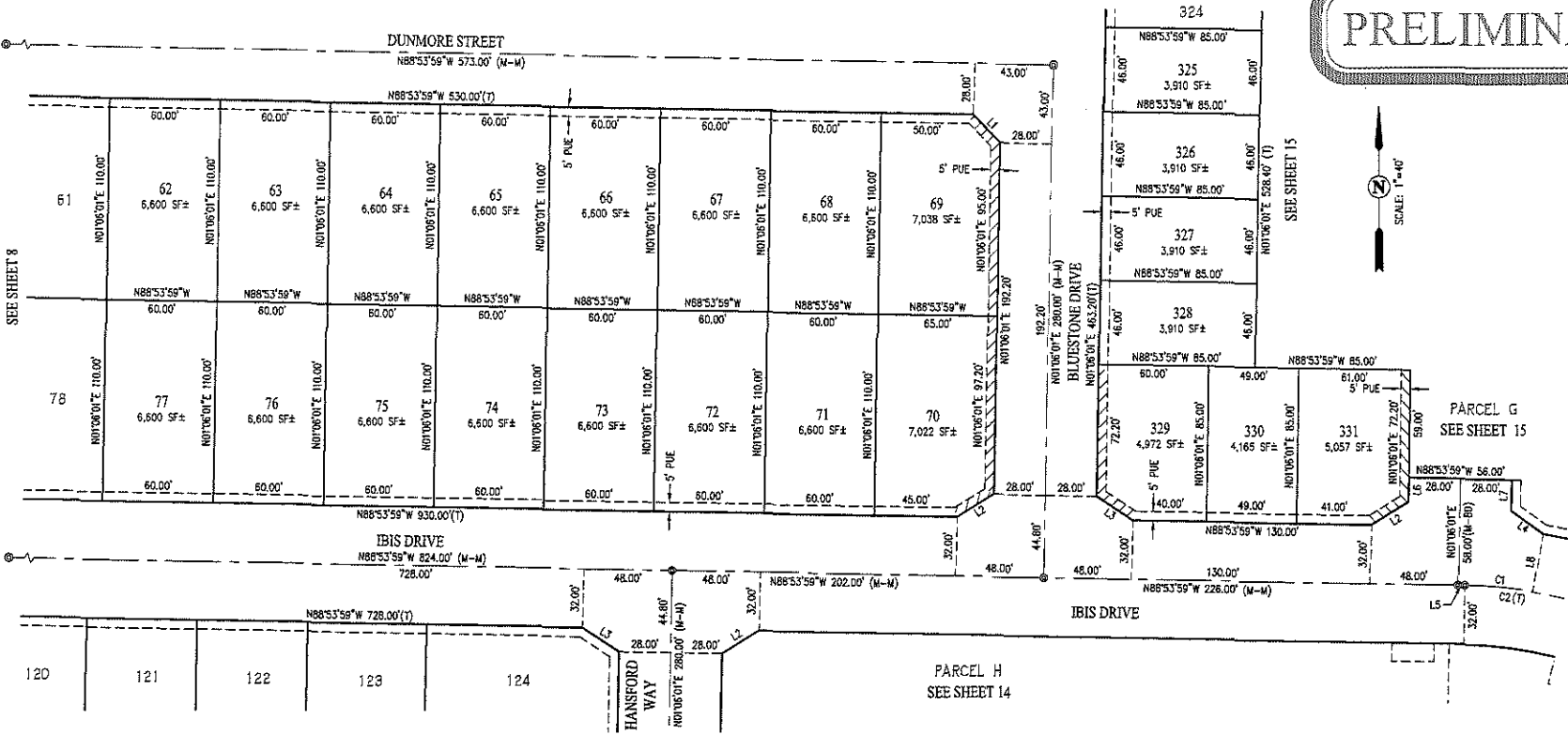
**Carlson, Barbee & Gibson, Inc.**

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SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MARCH 2015



**PRELIMINARY**



SEE SHEET 11

SEE SHEET 8

SEE SHEET 15

PARCEL H  
SEE SHEET 14

PARCEL G  
SEE SHEET 15

# SUBDIVISION NO. 9032

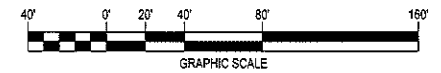
## EMERSON RANCH NEIGHBORHOOD 1

CONSISTING OF 16 SHEETS  
 BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
 RECORDED IN BOOK 302 OF PARCEL MAPS, AT PAGE 35,  
 CONTRA COSTA COUNTY RECORDS  
 CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS + SURVEYORS + PLANNERS  
 SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MARCH 2015



### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

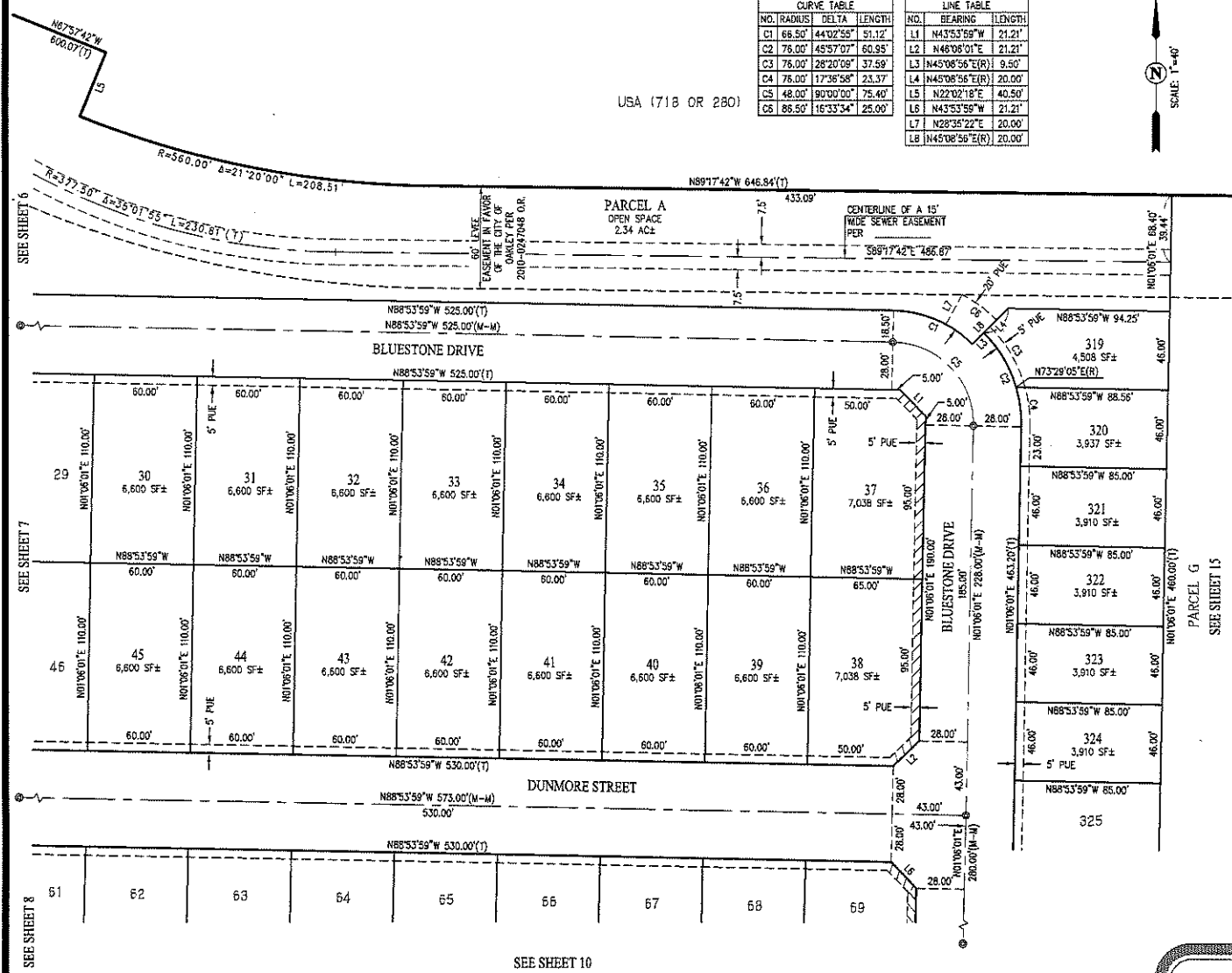
### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- SECTION LINE
- EASEMENT LINE
- RELINQUISHED ADJUTER'S RIGHTS
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊗ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- ⊙ FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY
- O.R. OFFICIAL RECORDS

CURVE TABLE			LINE TABLE			
NO.	RADIUS	DELTA	LENGTH	NO.	BEARING	LENGTH
C1	68.50'	44°02'55"	51.12'	L1	N43°53'59"W	21.21'
C2	76.00'	45°57'07"	60.95'	L2	N46°08'01"E	21.21'
C3	76.00'	28°20'09"	37.59'	L3	N45°08'56"E(R)	9.50'
C4	76.00'	17°36'58"	23.37'	L4	N45°08'56"E(R)	20.00'
C5	48.00'	90°00'00"	75.40'	L5	N22°02'18"E	40.50'
C6	86.50'	16°33'34"	25.00'	L6	N43°53'59"W	21.21'
				L7	N28°35'22"E	20.00'
				L8	N45°08'56"E(R)	20.00'



USA (718 OR 280)



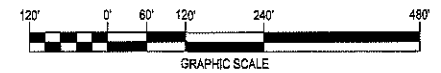
**PRELIMINARY**

# SUBDIVISION NO. 9032 EMERSON RANCH NEIGHBORHOOD 1

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

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

SCALE: 1" = 120' MARCH 2015

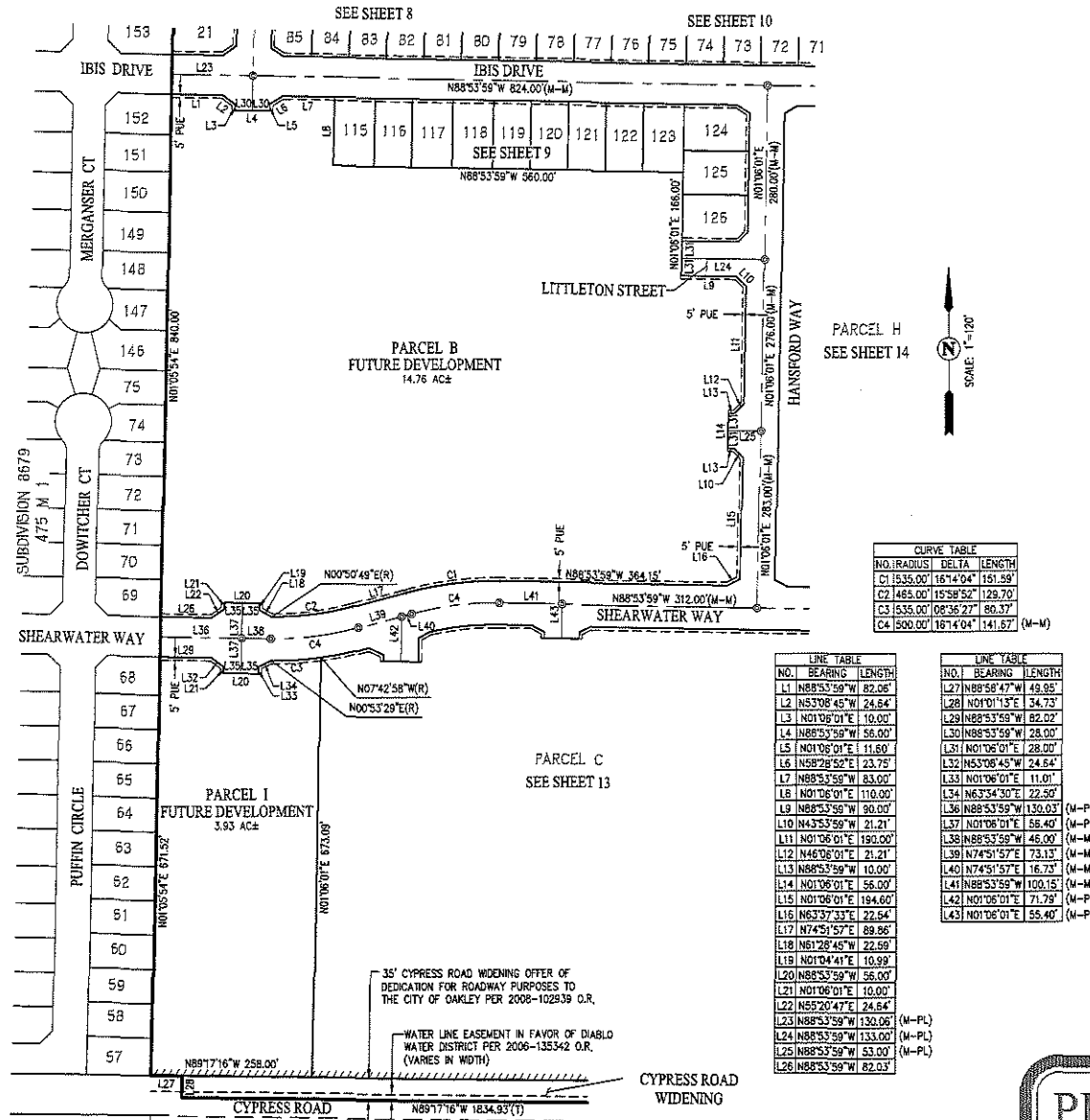


### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999958 TO OBTAIN GRID DISTANCES.

### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- - - SECTION LINE
- - - EASEMENT LINE
- RELINQUISHED ABUTTER'S RIGHTS
- (T) TOTAL MONUMENT TO MONUMENT
- (M-M) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊗ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY
- O.R. OFFICIAL RECORDS



NO.	RADIUS	DELTA	LENGTH
C1	1535.00'	16°14'04"	151.59'
C2	1485.00'	15°58'52"	129.70'
C3	1535.00'	08°36'27"	80.37'
C4	1500.00'	18°14'04"	141.67'

NO.	BEARING	LENGTH
L1	N88°53'59"W	82.00'
L2	N53°08'45"W	24.64'
L3	N01°06'01"E	10.00'
L4	N88°53'59"W	56.00'
L5	N01°06'01"E	11.60'
L6	N58°28'52"E	23.75'
L7	N88°53'59"W	83.00'
L8	N01°06'01"E	110.00'
L9	N88°53'59"W	80.00'
L10	N43°53'59"W	21.21'
L11	N01°06'01"E	190.00'
L12	N46°06'01"E	21.21'
L13	N88°53'59"W	10.00'
L14	N01°06'01"E	56.00'
L15	N01°06'01"E	194.60'
L16	N63°37'33"E	22.64'
L17	N74°51'57"E	89.86'
L18	N61°28'45"W	22.99'
L19	N01°04'41"E	10.99'
L20	N88°53'59"W	56.00'
L21	N01°06'01"E	10.00'
L22	N55°20'47"E	24.64'
L23	N88°53'59"W	130.06'
L24	N88°53'59"W	133.00'
L25	N88°53'59"W	53.00'
L26	N88°53'59"W	82.03'

NO.	BEARING	LENGTH
L27	N88°58'47"W	49.95'
L28	N01°01'13"E	34.73'
L29	N88°53'59"W	82.02'
L30	N88°53'59"W	28.00'
L31	N01°06'01"E	28.00'
L32	N53°08'45"W	24.64'
L33	N01°06'01"E	11.01'
L34	N63°34'30"E	22.50'
L36	N88°53'59"W	130.03'
L37	N01°06'01"E	58.40'
L38	N88°53'59"W	46.00'
L39	N74°51'57"E	73.13'
L40	N74°51'57"E	16.73'
L41	N88°53'59"W	100.15'
L42	N01°06'01"E	71.79'
L43	N01°06'01"E	55.40'

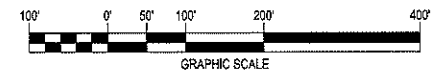
PRELIMINARY

# SUBDIVISION NO. 9032 EMERSON RANCH NEIGHBORHOOD 1

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

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

SCALE: 1" = 100'      MARCH 2015



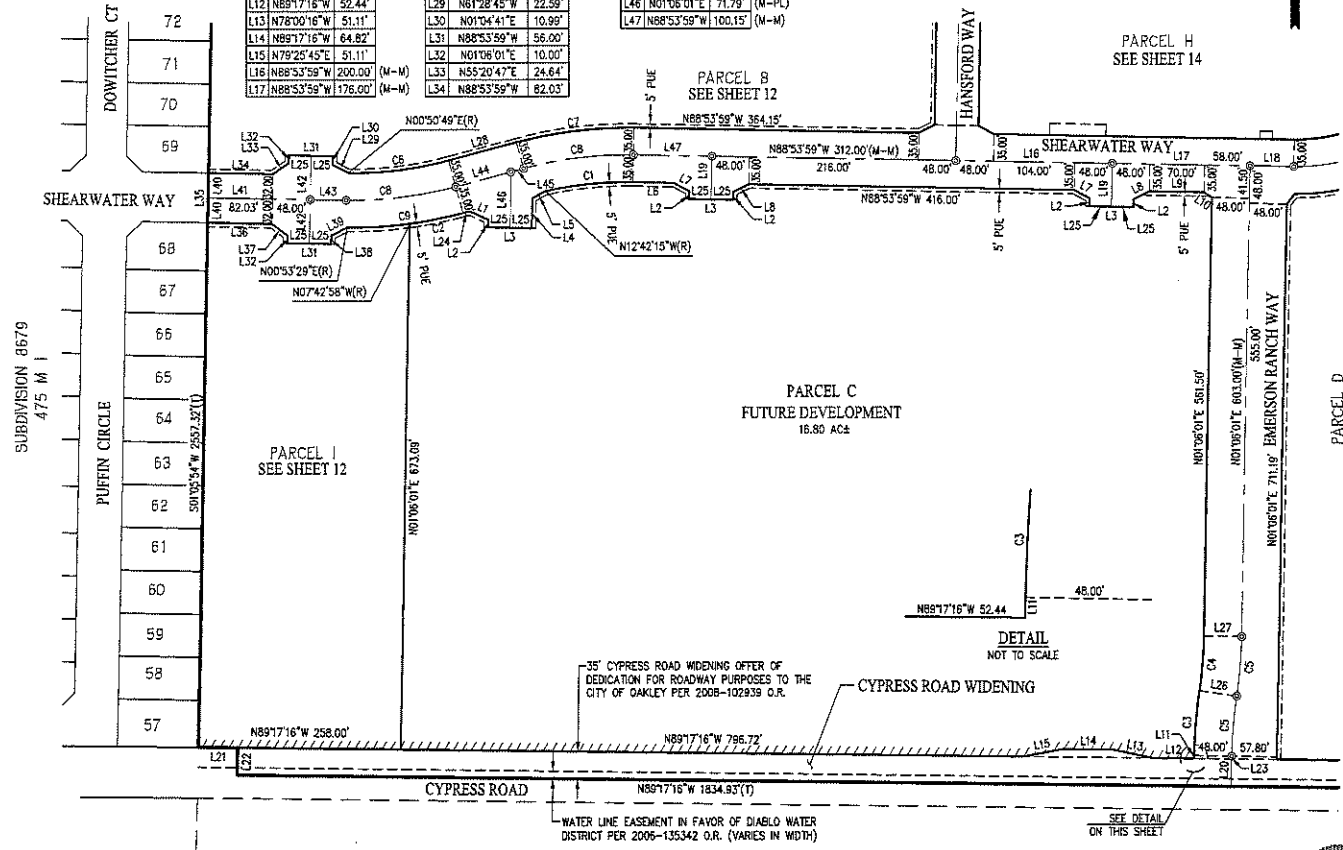
### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 22). MULTIPLY DISTANCES SHOWN BY 0.9999396 TO OBTAIN GRID DISTANCES.

### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- SECTION LINE
- EASEMENT LINE
- RELINQUISHED ABUTTER'S RIGHTS
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊗ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY
- O.R. OFFICIAL RECORDS

CURVE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			
NO.	RADIUS	DELTA	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
C1	465.00'	13°48'16"	112.03'	L1	N65°20'51"W	25.78'	L18	N88°53'59"W	55.91'	L35	N01°05'54"E	64.00'
C2	535.00'	07°25'05"	69.27'	L2	N01°06'01"E	10.00'	L19	N01°06'01"E	55.40'	L36	N88°53'59"W	82.02'
C3	648.00'	07°19'44"	82.89'	L3	N88°53'59"W	56.00'	L20	N01°06'01"E	38.50'	L37	N53°06'45"W	24.64'
C4	552.00'	07°19'44"	70.61'	L4	N01°06'01"E	38.23'	L21	N88°58'47"W	49.95'	L38	N01°06'01"E	11.01'
C5	600.00'	07°19'44"	76.72'	L5	N61°08'11"E	19.51'	L22	N01°01'13"E	34.73'	L39	N63°54'30"E	22.50'
C6	465.00'	15°58'59"	129.70'	L6	N88°53'59"W	52.15'	L23	N01°06'01"E	3.50'	L40	N01°05'54"E	32.00'
C7	535.00'	16°14'04"	151.59'	L7	N61°25'31"W	22.54'	L24	N74°51'57"E	9.16'	L41	N88°53'59"W	130.03'
C8	500.00'	16°14'04"	141.67'	L8	N63°37'33"E	22.54'	L25	N88°53'59"W	28.00'	L42	N01°06'01"E	56.40'
C9	535.00'	16°01'32"	149.64'	L9	N88°53'59"W	70.00'	L26	N81°34'15"W(R)	46.00'	L43	N88°53'59"W	46.00'
				L10	N55°52'33"W	11.93'	L27	N88°53'59"W(R)	48.00'	L44	N74°51'57"E	73.13'
				L11	N01°06'01"E	3.82'	L28	N74°51'57"E	89.86'	L45	N74°51'57"E	16.73'
				L12	N89°17'16"W	52.44'	L29	N61°28'45"W	22.59'	L46	N01°06'01"E	71.79'
				L13	N78°00'16"W	51.11'	L30	N01°04'41"E	10.99'	L47	N88°53'59"W	100.15'
				L14	N89°17'16"W	64.82'	L31	N88°53'59"W	56.00'			
				L15	N79°25'45"E	51.11'	L32	N01°06'01"E	10.00'			
				L16	N88°53'59"W	200.00'	L33	N55°20'47"E	24.64'			
				L17	N88°53'59"W	176.00'	L34	N88°53'59"W	82.03'			



PRELIMINARY

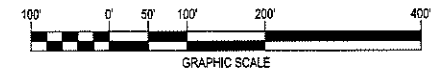
# SUBDIVISION NO. 9032 EMERSON RANCH NEIGHBORHOOD 1

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
RECORDED IN BOOK 202 OF PARCEL MAPS, AT PAGE 35,  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

SCALE: 1" = 100'      MARCH 2015



### BASIS OF BEARINGS

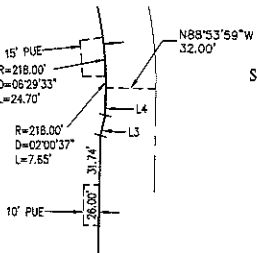
THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD, THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

### LEGEND

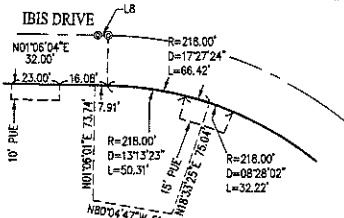
- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- SECTION LINE
- EASEMENT LINE
- RELINQUISHED ADJUTTER'S RIGHTS
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊙ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY
- O.R. OFFICIAL RECORDS

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	250.00	08°30'29"	37.12'
C2	250.00	105°23'30"	23.53'

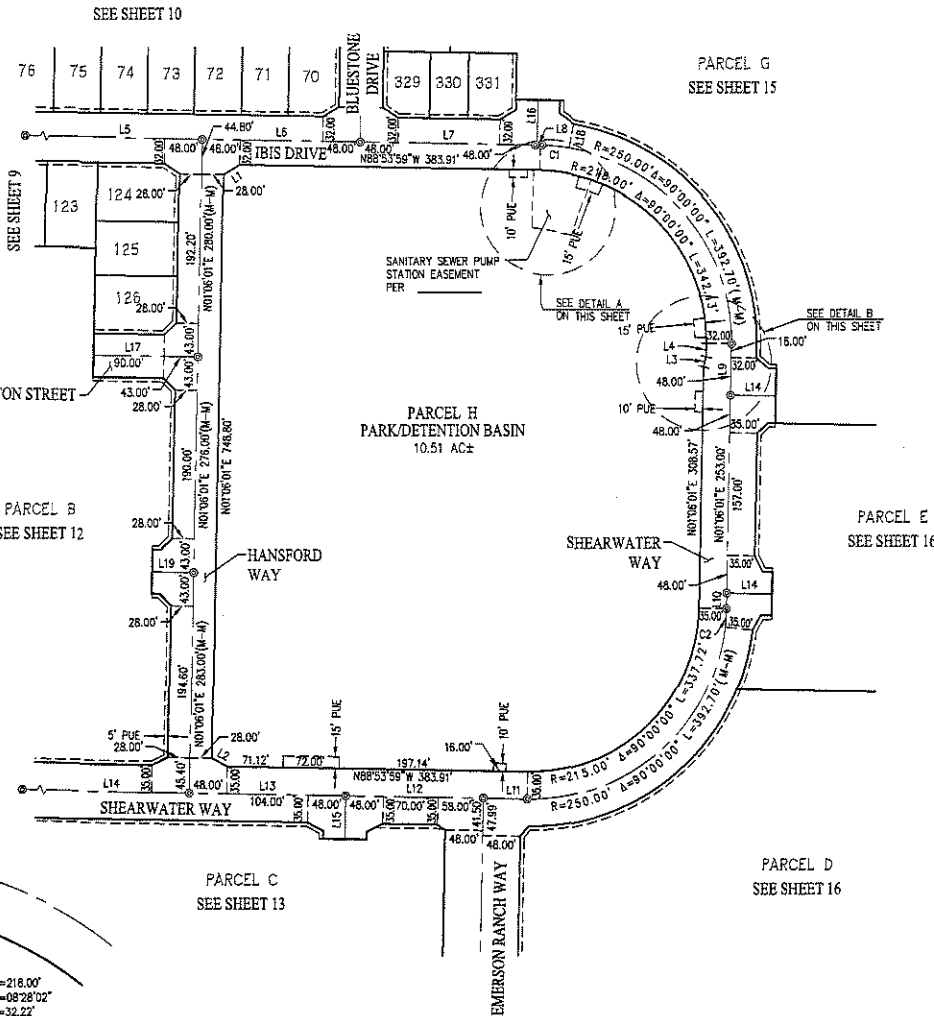
LINE TABLE		
NO.	BEARING	LENGTH
L1	N58°28'52"E	23.75'
L2	N61°25'31"W	22.54'
L3	N14°05'42"E	13.34'
L4	N01°06'01"E	17.43'
L5	N88°53'59"W	954.08' (M-M)
L6	N88°53'59"W	202.00' (M-M)
L7	N88°53'59"W	226.00' (M-M)
L8	N88°53'59"W	3.91' (M-M)
L9	N01°06'01"E	66.00' (M-M)
L10	N01°06'01"E	20.00' (M-M)
L11	N88°53'59"W	55.91' (M-M)
L12	N88°53'59"W	176.00' (M-M)
L13	N88°53'59"W	200.00' (M-M)
L14	N88°53'59"W	312.00' (M-M)
L15	N01°06'01"E	55.40' (M-M)
L16	N01°06'01"E	58.00' (M-PL)
L17	N88°53'59"W	133.00' (M-M)
L18	N09°36'30"E	32.00' (M-M)
L19	N88°53'59"W	53.00' (M-PL)(T)



DETAIL B  
NOT TO SCALE



DETAIL A  
NOT TO SCALE



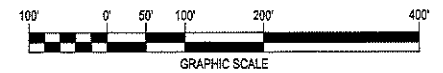
PRELIMINARY

# SUBDIVISION NO. 9032 EMERSON RANCH NEIGHBORHOOD 1

CONSISTING OF 16 SHEETS  
BEING A SUBDIVISION OF PARCEL A OF PARCEL MAP MS 08-976,  
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**Carlson, Barbee & Gibson, Inc.**  
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SCALE: 1" = 100'      MARCH 2015



### BASIS OF BEARINGS

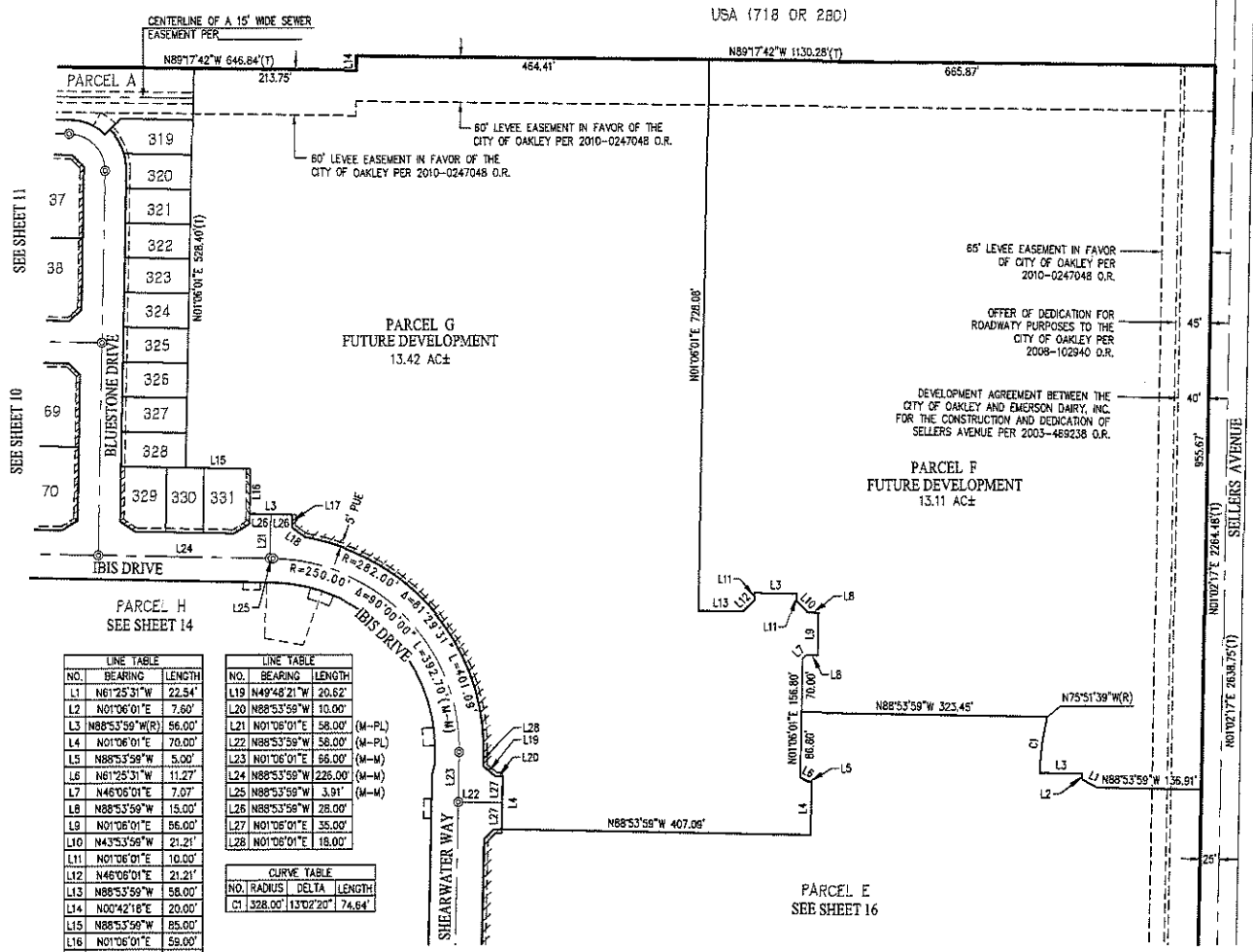
THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"W PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 22). MULTIPLY DISTANCES SHOWN BY 0.9995398 TO OBTAIN GRID DISTANCES.

### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- SECTION LINE
- EASEMENT LINE
- RELINQUISHED ABUTTER'S RIGHTS

- (T) TOTAL MONUMENT TO MONUMENT
- (M-M) MONUMENT TO PROPERTY LINE
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊗ FOUND STANDARD STREET MONUMENT, LS 7176, PER 475 M 1
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- FOUND IRON PIPE OR REBAR AS NOTED
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY
- O.R. OFFICIAL RECORDS

PRELIMINARY



LINE TABLE	
NO.	BEARING      LENGTH
L1	N61°25'31"W      22.54'
L2	N01°06'01"E      7.60'
L3	N88°53'59"W(R)      56.00'
L4	N01°06'01"E      70.00'
L5	N88°53'59"W      5.00'
L6	N61°25'31"W      11.27'
L7	N46°06'01"E      7.07'
L8	N88°53'59"W      15.00'
L9	N01°06'01"E      56.00'
L10	N43°53'59"W      21.21'
L11	N01°06'01"E      10.00'
L12	N46°06'01"E      21.21'
L13	N88°53'59"W      58.00'
L14	N00°42'18"E      20.00'
L15	N88°53'59"W      85.00'
L16	N01°06'01"E      59.00'
L17	N01°06'01"E      16.78'
L18	N53°56'24"W      21.52'

LINE TABLE	
NO.	BEARING      LENGTH
L19	N49°48'21"W      20.62'
L20	N88°53'59"W      10.00'
L21	N01°06'01"E      58.00' (M-PL)
L22	N88°53'59"W      58.00' (M-PL)
L23	N01°06'01"E      86.00' (M-M)
L24	N88°53'59"W      226.00' (M-M)
L25	N88°53'59"W      3.91' (M-L)
L26	N88°53'59"W      28.00'
L27	N01°06'01"E      35.60'
L28	N01°06'01"E      18.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	328.00'	113°02'20"	74.64'

# SUBDIVISION NO. 9032

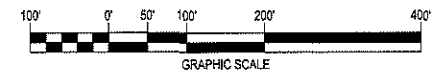
## EMERSON RANCH NEIGHBORHOOD 1

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SAN RAMON, CALIFORNIA

SCALE: 1" = 100' MARCH 2015



### BASIS OF BEARINGS

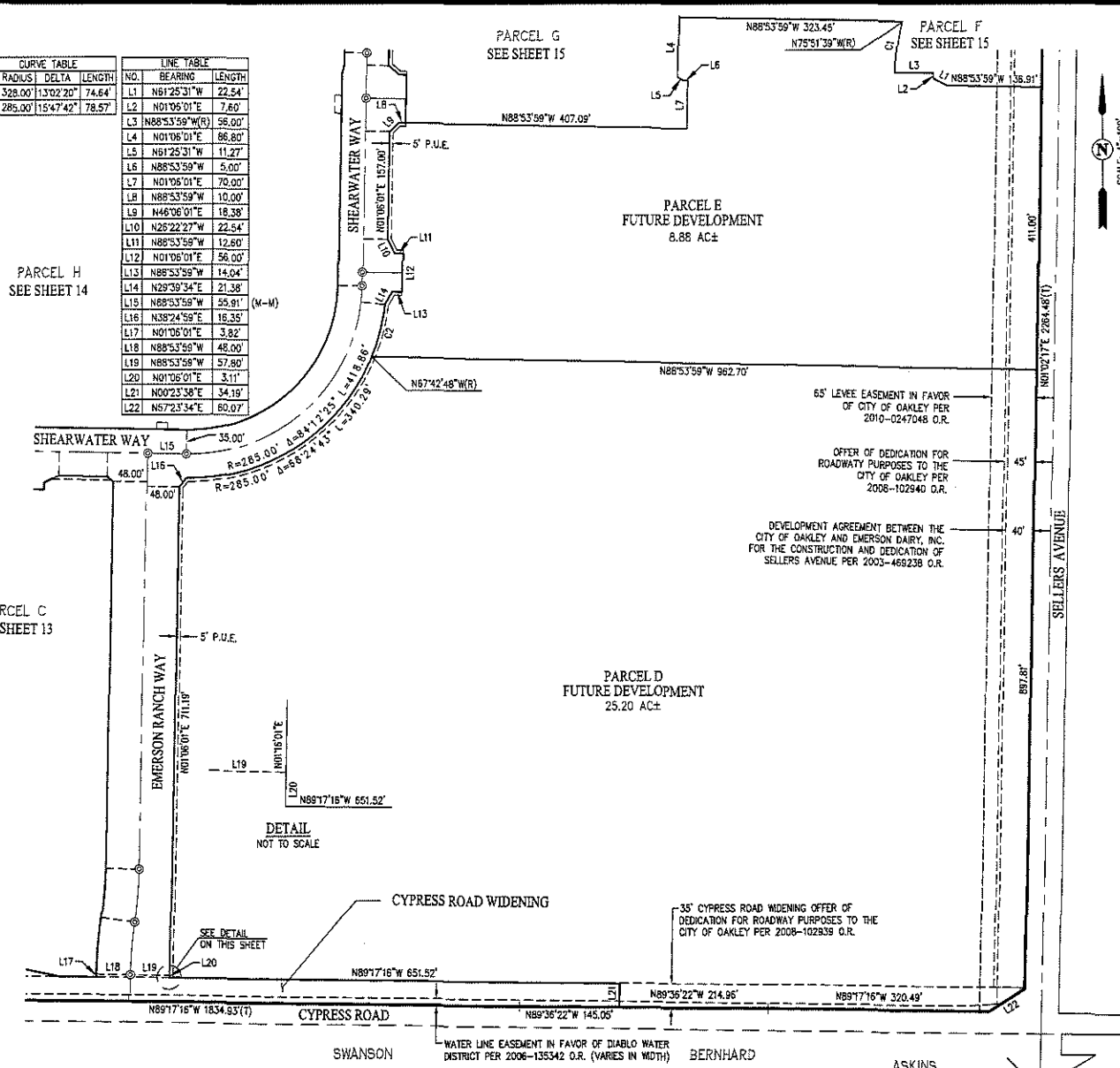
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### LEGEND

- SUBDIVISION BOUNDARY
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PRELIMINARY

CURVE TABLE				LINE TABLE			
NO.	RADIUS	DELTA	LENGTH	NO.	BEARING	LENGTH	
C1	328.00'	130°22'0"	74.64'	L1	N61°25'31"W	22.54'	
C2	285.00'	154°47'42"	78.57'	L2	N01°06'01"E	7.60'	
				L3	N88°53'59"W(R)	56.00'	
				L4	N01°06'01"E	86.80'	
				L5	N61°25'31"W	11.27'	
				L6	N88°53'59"W	5.00'	
				L7	N01°06'01"E	70.00'	
				L8	N88°53'59"W	10.00'	
				L9	N46°06'01"E	18.38'	
				L10	N26°22'27"W	22.54'	
				L11	N88°53'59"W	12.60'	
				L12	N01°06'01"E	56.00'	
				L13	N88°53'59"W	14.04'	
				L14	N29°39'34"E	21.38'	
				L15	N88°53'59"W	55.91'	
				L16	N38°24'59"E	16.35'	
				L17	N01°06'01"E	3.82'	
				L18	N88°53'59"W	48.00'	
				L19	N88°53'59"W	57.80'	
				L20	N01°06'01"E	3.11'	
				L21	N00°23'38"E	34.19'	
				L22	N57°23'34"E	60.07'	








## STAFF REPORT

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**Date:** Tuesday, April 28, 2015

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

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

**Subject:** Approval of Subdivision Improvement Agreement and Final Map for Subdivision 9348 Emerson Ranch Neighborhood 2B (Northwest corner, Cypress Road and Sellers Avenue)

---

### Background and Analysis

On September 14, 2010 the City Council adopted Resolution 107-10 conditionally approving the tentative map for Subdivision 9032, a 578-lot residential subdivision with a 24 acre commercial parcel at the northwest corner of Cypress Road and Sellers Avenue.

The grading plans are fully approved and improvement plans for three phases of the project have been approved. Construction is under way for the three phases of the project with approved plans including Subdivision 9348 Emerson Ranch Neighborhood 2B (Neighborhood 2B). Neighborhood 2B is a subdivision of Parcel C as shown on the final map for Subdivision 9032 Emerson Ranch Neighborhood 1 and consists of 104 single family lots and four landscape parcels.

Brookfield Emerson Land LLC, a Delaware Limited Liability Company (Brookfield) has now requested approval by the City Council for the final map for Neighborhood 2B.

In order to satisfy all remaining conditions of approval, with the exception of Condition of Approval #49 and #50 (COA #49 & #50), the applicant has requested that the City enter into a Subdivision Improvement Agreement. COA #49 & #50 set requirements for the construction of the widening of Cypress Road and Sellers Avenue and discuss requirements for reimbursement by the City for part of the costs. These conditions also state that an agreement must be approved by the City Council prior to approval of "the final map". Since the tentative map for Subdivision 9032 was approved allowing the developer to file multiple final maps, Brookfield has requested that they be allowed to execute the reimbursement agreement with a future final map to allow them to complete the designs and cost estimates associated with the widening of the two streets.

The Subdivision Improvement Agreement requires the sub-divider to complete the public improvements as required by the conditions of approval for Subdivision 9032. As part of this agreement, the sub-divider is required to provide various securities up to the amount of the estimated cost of public improvements and drainage, (currently estimated to be a total of \$744,000.00).

None of these improvements have been completed and accepted at this time. The applicant is required to complete the public improvements within eighteen months in accordance with the Subdivision Map Act (Government Code §66410) and the Subdivision Improvement Agreement. The City Engineer and City Surveyor have reviewed the tentative map approval documents and the final map, and have found the map to be technically correct, in substantial compliance with the conditionally approved tentative map, and all final map conditions of approval have been met (or are being secured by way of this agreement).

**Fiscal Impact**

There is no fiscal impact associated with this action.

**Staff Recommendation**

Staff recommends that the City Council adopt the Resolutions authorizing the City Manager to execute the Subdivision Improvement Agreement and approving the Final Map for Subdivision 9348 Emerson Ranch Neighborhood 2B.

**Attachments**

- 1) City Council Resolution 107-10
- 2) Subdivision Improvement Agreement (SIA)
- 3) Resolution for SIA
- 4) Resolution Approving the Final Map titled Subdivision 9348 Emerson Ranch Neighborhood 2B
- 5) Neighborhood 2B location map
- 6) Reduction of Subdivision 9348 Emerson Ranch Neighborhood 2B Final Map

**RESOLUTION NO. 107-10**

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE EMERSON PROPERTY PROJECT VESTING TENTATIVE SUBDIVISION MAP (9032) TO SUBDIVIDE APPROXIMATELY 140 ACRES INTO 578 SINGLE FAMILY LOTS, A 24 ACRE COMMERCIAL PARCEL, AND OTHER PARK, TRAILS, OPEN SPACE AND STORMWATER DETENTION POND PARCELS, AND DESIGN REVIEW APPROVAL OF THE HOMES AND COMMERCIAL DEVELOPMENT PLAN. THE PROJECT IS LOCATED ON THE NORTHWEST CORNER OF EAST CYPRESS ROAD AND SELLERS AVENUE (APN 037-192-026)**

**FINDINGS**

**WHEREAS**, in February of 2007, the applicant filed an application for approval of the Emerson Property Project - Subd. 9032 ("Project"), which included requests for a rezone to P-1 District and approval of a PD Plan, approval of a vesting tentative map to subdivide 140 acres into 662 single family lots and one approximately 10.5 commercial site, and design review approval of the homes and commercial development plan; and

**WHEREAS**, on or about April of 2008, the applicant filed a revised vesting tentative map and made an additional request for a General Plan Amendment. The revised map included 578 single family lots and an approximately 23.74 acre commercial site; and

**WHEREAS**, the revised Project included applications for the following:

- A General Plan Amendment to designate approximately 24 acres of the site to the "Commercial" land use designation;
- A rezone to P-1 (Planned Development) District and approval of the Planned Development Plan;
- A Vesting Tentative Map ("VTM") 9032 to subdivide approximately 140 acres into a 24 acre commercial parcel, 578 single family residential parcels, and other parcels containing parks, trails, open space and a stormwater treatment facility; and
- Design review for the conceptual design and signage for the commercial site, housing plans and elevations, and conceptual landscaping throughout the development and in the adjacent right-of-way.

**WHEREAS**, on September 3, 2010, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution. The Notice of Public Hearing was also posted at Oakley City Hall, Freedom High School, and at 204 2<sup>nd</sup> Street (City Annex); and

**WHEREAS**, on September 14, 2010, 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**, at the September 14, 2010 public hearing, the City Council introduced the project's rezone ordinance (P-1 District), which included modifications that affected the proposed vesting tentative map and design review packets, as follows:

- Deletion of 11 lots, lot numbers 530 – 540, located adjacent to the proposed park along "X" Street and "Y" Court. As a result, the project has a total of 567 residential lots; and
- Deletion of the apartment alternative as a permitted use and deletion of the apartment site plan and references in the PD Plan and Design Review packet, with allowance for the developer to bring the apartment alternative back to the City Council no sooner than March of 2013 for reconsideration.

**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.

**WHEREAS**, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, and the information submitted to the City Council at its September 14, 2010 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Subdivision (hereafter the "Record").

**WHEREAS**, the City Council hereby makes the following factual findings regarding this application:

- A. The Environmental Impact Report (EIR) for the Emerson Property Project Subdivision 9032 was certified by the City Council on September 14, 2010. The vesting tentative map and design review applications were analyzed under the Project EIR;
- B. At its September 14, 2010 public hearing, the City Council approved a General Plan Amendment for the Project that increased the Commercial designation in the Dutch Slough area, and project site, from 12 acres to 24 acres;
- C. Also at its September 14, 2010 public hearing, the City Council introduced an ordinance to rezone the Project site from A-3 (Heavy Agriculture) District to P-1 (Planned Development) District; and

- D. The real property affected by this vesting tentative map is designated Single-Family Medium (SM), Single Family High (SH), Multi Family High (MH), and Commercial in the Oakley 2020 General Plan and zoned P-1 (Planned Development) District.

**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 approvals:

- A. Regarding the application requesting approval of a Vesting Tentative Map (Subd. 9032) to subdivide 140 acres into 567 lots, a 24 acre commercial parcel, and other park, trail, open space and stormwater detention pond parcels, the City Council finds that:

The proposed Vesting Tentative Map, together with the provisions of its design and improvements, is consistent with the Zoning Code, adopted P-1 District, as modified to be consistent with the applicable P-1 District PD Plan, and applicable General Plan land use designations, as approved by City Council for the Project, in that it allows for orderly residential development in a residential area, and commercial development in an adequately sized and dedicated commercial area that meets the General Plan density allowance and complies with all of the applicable regulations set forth in the project's P-1 District;

1. The site is physically suitable for the type of development in that the proposed Vesting Tentative Map meets all of the applicable development standards in the project's P-1 District, which contains development standards for residential and commercial development on the subject site. It is served by public streets, and it can be served by utilities;
2. The site is physically suitable for the proposed gross density of development at 4.1 dwelling units per gross acre, which, when combined with Gilbert Subdivision 9033's gross density, complies with the overall Dutch Slough maximum gross density of 4.4 dwelling units per acre. The increase in the commercial site's acreage and swap of approximately six acres from Gilbert to Emerson, per a memorandum of understanding, results in the Emerson gross density being slightly lower than the overall Dutch Slough range;
3. The proposed Vesting Tentative Map and all identified mitigation measures have been incorporated into Project EIR and Mitigation and Monitoring Plan, prepared in accordance with the CEQA Guidelines, which was certified by the City Council on September 14, 2010;
4. The design of the subdivision and type of improvements are not likely to cause serious public health problems in that the proposed subdivision consists of 567 single-family residential lots, 24 acre commercial site and associated improvements, configured in a rectangular manner.

Construction and grading are subject to building or grading permits, and violations of any such permits are subject to appropriate enforcement;

5. The design of the subdivision includes the construction of improvements within the right-of-way that are consistent with major subdivisions and the City's design standards. The improvements consist of roads, sidewalks, curbs and gutters; and
  6. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. The Vesting Tentative Map does not conflict with easements acquired by the public for access and utilities.
- B. Regarding the application for Design Review approval of the proposed house floor plans and architectural designs, and conceptual commercial development plan and architectural design, the City Council finds as follows:
1. The proposed house floor plans and architectural designs comply with the Oakley Residential Design Guidelines and provide for a quality project in that:
    - a. The proposed house floor plans offer recessed or side loaded garages, thereby de-emphasizing the garage door presence on the street;
    - b. Front facade materials, such as wood siding and window trim are used on all four elevations;
    - c. Roof forms and materials are relevant to the architectural style on which they sit. Roof styles include flat and shape concrete tile, wood shingle concrete tile, and architectural grade composition shingle; The architecture incorporates a variety of floor plans, building mass sizes and heights, and color schemes; and
    - d. Architectural elements such as wainscot and brick façade are used on appropriate elevation styles.

2. The proposed conceptual commercial development plan and architectural design complies with the Oakley Commercial and Industrial Design Guidelines and provides for a quality project in that:
  - a. The corner of East Cypress Road and Sellers Avenue is lined with two building pads and an outdoor plaza area, creating a focal point for the development;
  - b. Larger buildings are shown further back from the main streets, with ample setbacks to the adjacent property lines;
  - c. Pedestrian connections to the commercial area from the adjacent residential area are planned at the northwest corner, near the park and stormwater pond;
  - d. Architecturally the buildings provide a rustic, rural feel, similar to old farm or dairy buildings. Some corner elements of medium and small retail buildings simulate a metal silo;
  - e. A mix of stucco and wood siding compliments the residential architectural styles, but does not mimic them; and
  - f. Various wall elements, such as awnings, lattice and faux barn doors help to break up otherwise large, blank "canvases" of some buildings.

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

**BE IT FURTHER RESOLVED THAT**, on the basis of the foregoing Findings and the entire Record, the City Council take the following actions:

- A. A Vesting Tentative Map ("VTM") 9032 to subdivide approximately 140 acres into a 24 acre commercial parcel, 567 single family residential parcels, and other parcels containing parks, trails, open space and a stormwater treatment facility; and
- B. Design review for the residential architecture and conceptual design review for the commercial center.

**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 Vesting Tentative Map 9032 design review approval, subject to the following conditions:

**Conditions of Approval**

- A. Applicant shall comply with the requirements of the Oakley Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the plans received by the Community Development

Department and made a part of the City Council's meeting packet for September 14, 2010.

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

**Planning Division Conditions**

**General:**

1. The applicant shall modify the Vesting Tentative Map, other related maps, and the Design Review packets to be consistent with the modification adopted as part of the Project's P-1 District PD Plan approval, including removal of 11 lots adjacent to the proposed park. The applicant shall submit a modified map and design review packets to the Community Development Department for the project file.
2. The Vesting Tentative Map and Design Review, stamped approved September 14, 2010 shall be implemented, as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
3. The Vesting Tentative Map approval shall be valid for a period of three (3) years from the effective date of this resolution by recording a final map. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Municipal Code. The Design Review approval shall run concurrently with the tentative map approval.
4. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council in conjunction with this resolution and as a part of the Project's adopted PD Plan.
5. 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.
6. The applicant shall implement all applicable mitigation measures as adopted in the certified Emerson Property Environmental Impact Report/Mitigation and Monitoring Program.
7. The applicant shall participate in the East Contra Costa County Habitat Conservation Plan and pay any applicable fee as required per the MOA between the developers and the Habitat Conservation Plan Association.
8. 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.

**Development Standards:**

9. The Planned Development (P-1) zone district shall have the following standards:

**Neighborhood 1 (60' x 100' Typical)**

- Minimum lot area: 6,000 square feet;
- Minimum lot frontage: 60' at the front property line;
- Minimum front yard setback: 20' to garage, 20' to any living space, 15' to any porches, and 15' to side loaded garages, all measured perpendicular to the structure;
- Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
- Projections subject to OMC 9.1.1122(g);
- Minimum rear yard: 15'.

**Neighborhood 2 (48' & 52' & 57' x 100' Typical)**

- Minimum lot area: 4,800 square feet;
- Minimum lot frontage: 48' at the front property line;
- Minimum front yard setback: 20' to garage, 15' to any living space, 10' to any porches, and 15' to side loaded garages, all measured perpendicular to the structure;
- Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
- Projections subject to OMC 9.1.1122(g);
- Minimum rear yard: 15'.

**Neighborhood 3 (43' & 45' & 47' & 52' x 85' Typical)**

- Minimum lot area: 3,655 square feet;
- Minimum lot frontage: 43' at the front property line;
- Minimum front yard setback: 20' to garage, 15' to any living space or side loaded garage, and 10' to any porches, all measured perpendicular to the structure;
- Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
- Projections subject to OMC 9.1.1122(g);
- Minimum rear yard: 15'.

**Neighborhood 4 (40' & 45' & 50' & 55' x 90' Typical)**

- Minimum lot area: 3,600 square feet;
- Minimum lot frontage: 40' at the front property line;
- Minimum front yard setback: 20' to garage, 15' to any living space, side loaded garage, and 10' to any porches, all measured perpendicular to the structure;
- Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';

- Projections subject to OMC 9.1.1122(g);
- Minimum rear yard: 15'.

#### Neighborhood 5 (Z-Lots Typical)

- Minimum lot area: 3,350 square feet;
- Minimum lot frontage: 34' at the front property line;
- Minimum front yard setback: 20' to garage, 15' to side loaded garage, 15' to any living space, and 5' to any porches, all measured perpendicular to the structure;
- Minimum side yard setback: 3' minimum for interior zippers, 5' minimum for interior typical side, sum of both sides 8', corner lots shall maintain a street side yard setback of 10';
- Projections subject to OMC 9.1.1122(g);
- Minimum rear yard: 5' to Garage & 15' to Living Only.

#### All Neighborhoods

- Any lot with a front lot line where at least 50% of its length is concave, shall have a minimum lot frontage equal to half of the applicable neighborhood's minimum lot frontage (i.e. A lot in Neighborhood 1 is in the back of a cul-de-sac and its entire front lot line is concave. The minimum length of that lot frontage would be 30', rather than 60')
- The lot frontage for any corner lot, where the front and/or side yard lot lines are angled before intersecting, will be measured from the interior side and front lot line intersection to a point where the front and corner side lot lines would intersect if one or both were not angled.

#### **Parks and Landscaping:**

10. This project is subject to the Quimby Act and has a parkland requirement of five acres per 1,000 residents. The City General Plan establishes an average person per household of 3.21. The total amount of parkland, parkland in-lieu fees, or a combination of parkland and in-lieu fees will be established depending on the total number of approved housing units. As shown on the proposed vesting tentative map, the applicant has proposed a neighborhood park, located generally in the middle of the development, and a trail, located along the northern levee of the project. For park credits, the applicant will receive full credit for all final acreage located within the neighborhood park, and one-half credit for all acreage located within the trail ("Parcel A" on the VTM). The applicant shall pay in-lieu fees, subject to the City's parkland dedication and improvement impact fee, for any remainder parkland not constructed as part of the project.
11. The applicant shall work with the Community Development Department on the design, construction and completion of the park concurrent with the development of the subdivision. As part of the plan check process for the project, the applicant shall develop a park construction schedule approved by the Community Development Director to provide for the timely completion of the park concurrent with development.

12. 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.
13. A landscaping and irrigation plan for all areas shown on the landscape plan shall be submitted, in phases as applicable, 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.
14. All landscaping shall comply with the City of Oakley water Efficient Landscape Ordinance.
15. 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.
16. Each residential lot shall have a minimum number of trees along the street frontage, as indicated below:
  - Neighborhood 1 - Minimum of two trees, except corner lots shall have a minimum of four trees.
  - Neighborhoods 2, 3, and 4 – Minimum of two trees, except corner lots shall have a minimum of three trees.
  - Neighborhood 5 – Minimum of one tree, except corner lots shall have a minimum of three trees.

The installed location of the trees shall be in substantial compliance with the Front Yard Preliminary Landscape Plans as shown in the approved "Residential Architecture – Neighborhoods 1-5" approved by City Council and in conjunction with this Design Review approval.
17. The applicant shall install front yard landscaping on all residential lots per the Residential Design Guidelines and City of Oakley Water Efficient Landscape Ordinance, unless otherwise modified herein. The applicant shall maintain all private landscaping until occupancy.
18. A street tree plan shall be submitted for review prior to issuance of residential Building Permits (by phase as applicable). The street trees shall be inter-mixed throughout the subdivision, so there are a variety of trees on every street, per review of the Community Development Department.

19. The landscape plan along the levees shall be revised to ensure no trees or incompatible plant materials are planted within the levee prism per the approval of the Community Development Director and City Engineer.
20. Parcels C, D, E, F, G, I, J, and K, as shown on the Vesting Tentative Map stamped approved September 14, 2010, shall be fully landscaped with trees, shrubs and ground cover per the review and approval of the Community Development Director.
21. The commercial parcel shall be fully landscaped with trees, shrubs and ground cover per a landscape plan, subject to the review and approval of the Community Development Director prior to issuance of building permits for that parcel.

**Fences and Walls:**

22. 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 facing a street shall provide an enhanced wood fence with one foot of lattice along the top.
23. Fences that adjoin the trail system adjacent to the CCWD canal shall be constructed to provide for greater durability and enhanced appearance and consistent with the fencing extending from the Cypress Grove subdivision, per the review and approval of the Contra Costa Water District, as applicable.
24. A masonry wall, as shown in the Residential Architecture plans approved by City Council and in conjunction with this Design Review, shall be located along the Cypress Road residential area frontage and residential areas immediately adjacent to the commercial uses, per the acoustical analysis. A wall/berm combination may be provided to achieve the height requirement. The wall shall be of pre-cast concrete construction per the review and approval of the Community Development Director. In the locations where cul de sacs or front loaded streets are adjacent to Cypress Road, wrought iron or 42" picket fences shall be constructed to provide open views per the review and approval of the Community Development Director.
25. Anti-graffiti techniques and/or materials shall be used on sound walls (e.g., split-face CMU, and/or wall planting & other landscaping).

**Subdivision Design:**

26. Driveway openings shall be a maximum 18' in width or up to 25% of a lot's frontage (except on cul de sacs), whichever is more.
27. The street names shall be approved by the Community Development Department and the Fire District.

28. A life saving device shall be provided along the trail adjacent to the storm water pond to provide assistance for a drowning victim.

**Subdivision Disclosures:**

29. 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, as may be applicable to any HOA formation.

30. 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 zone 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."

**Design Review:**

31. The homes and floor plans shall be consistent with those approved in the design review packet and PD Plan approved by City Council and stamped approved September 14, 2010. Any subsequent change to the floor plans or architecture of the homes shall be subject to City Council review and approval.

32. All windows shall be trimmed on all four sides.

33. Garage doors that face the street shall include windows as an option to future buyers.

**Energy Efficiency:**

34. Water heaters shall provide an energy efficiency factor of 0.84 or better.

35. Air conditioning condenser units shall be located to take advantage of natural shade, where feasible without interfering with practical use of yard space. Condensers should not be placed on the west or south elevation of a home, unless shade is provided. The location of the condenser shall be added to all plot plans for review and approval of the Community Development Director. Condensers located in side yards shall allow for a minimum of three feet (3') of clearance between condenser and either the house or fence.

36. Subdivisions design should take into consideration passive solar energy and house orientation should take advantage of this.

37. High efficiency furnaces in compliance with UBC Title 24 Codes.

**Tree Permit**

38. The applicant is approved to remove 69 onsite and 15 offsite trees as shown on the tree removal plan, and shall replace them with street trees and ornamental landscape trees, in substantial compliance with the Preliminary Landscape Plans approved as part of the PD Plan, per review by the Community Development Director.

**Building Division Conditions**

39. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy Requirements per the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division at (925) 625 – 7005.

40. An Automatic Life Safety Sprinkler System shall be required in all new residential occupancies pursuant to Ordinance 22-06.

41. 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**

### **General:**

42. 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.
43. 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. Final Maps may be phased for separate neighborhoods, commercial parcel(s), and apartment parcel(s), and on or off-site improvements may be phased as applicable to match the development allowed by each Final Map at the discretion of the City Engineer. Up to ten phased Final Maps may be filed.
44. 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. The Grading Plan may be phased to coincide with on or off-site improvements as applicable, at the discretion of the City Engineer. Grading plans may be issued prior approval of improvement plans, at the discretion of the City Engineer.
45. Submit landscaping plans for publicly maintained landscaping by phased neighborhood, commercial parcel(s), and apartment parcel(s), 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.
46. Execute any agreements required by the Stormwater Control Plan which pertain to any temporary easements, 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, apartment, or commercial building within the subdivision, or within each phase as applicable. Any temporary storm drainage ponds shall comply with the safety margins noted in EIR technical analyses, at the discretion of the City Engineer.
47. Building permits for house construction shall not be issued until the subdivision streets serving the lots have been paved.

### **Roadway Improvements:**

48. Submit a phasing plan for roadway and infrastructure improvements to the City Engineer for approval if the project is being phased. It is anticipated that the Cypress Road and Seller Avenue improvements described in the following conditions will be phased to coincide with the phasing of the commercial and residential components of the project.
49. Construct the frontage of Cypress Road to City public road standards for a 40-foot half width roadway within a 65-foot half width right of way, including curb, eight-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than six feet), right of way landscaping, necessary longitudinal and transverse drainage, pavement widening, and conforms to existing improvements. The face of curb shall be located 40 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project. The resulting cross section, including new and existing pavement, shall provide a minimum of two west bound 12 foot travel lanes, one east bound 12 foot travel lane, and associated turn lanes in accordance with the traffic analysis and City Engineer. The improvements are intended to be generally consistent with the "Emerson Ranch Project Frontage Improvements" exhibit prepared by Carlson, Barbee and Gibson, Inc. and dated April 28, 2010. The improvements may require slurry sealing and/or striping modifications as determined by the City Engineer to result in a safe and logical road segment. Ten feet of the west bound travel lanes (adjacent to the striped median) is eligible for reimbursement from the City's Traffic Impact Fee Program subject to a future reimbursement agreement. The agreement must be approved by the City Council prior to approving the final map for the costs to be reimbursable.
50. Construct the frontage of Sellers Avenue to City public road standards for a 40-foot half width roadway within a 70-foot half width right of way, including curb, eight-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than six feet), right of way landscaping, necessary longitudinal and transverse drainage, pavement widening, and conforms to existing improvements. The face of curb shall be located 40 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project. The resulting cross section, including new and existing pavement, shall provide a minimum of one north bound 12 foot travel lane, one south bound 12 foot travel lane, and associated turn lanes in accordance with the traffic analysis and City Engineer. The improvements are intended to be generally consistent with the "Emerson Ranch Project Frontage Improvements" exhibit prepared by Carlson, Barbee and Gibson, Inc. and dated April 28, 2010. The improvements may require slurry sealing and/or striping modifications as determined by the City Engineer to result in a safe and logical road segment. New pavement in excess of twenty feet as measured from the face of curb to the east that will be used as part of the ultimate roadway may be eligible for reimbursement from the City's Traffic Impact Fee Program subject to



a future reimbursement agreement. The agreement must be approved by the City Council prior to approving the final map for the costs to be reimbursable.

51. Construct the bus stop along the north side of Cypress Road consistent with EIR Mitigation Measure 4.3-6. The bus stop shall be consistent with Tri Delta Transit and City standards and shall include any necessary shelters and appurtenances. The right of way adjacent to the bus stop shall be widened so that the landscaping widths are consistent with the remainder of the frontage. The bus stop structure shall be built prior to issuance of the certificate of occupancy for the first commercial (retail or office) or multi-family apartment building.
52. Construct the project streets to City public road standards and as shown on the approved 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.
53. Install traffic signals at the following locations. The phasing, design and construction of the signals is subject to the review and approval of the City Engineer and may be based on additional traffic analysis to verify that traffic signal warrants have been met. The traffic signals shall be interconnected where appropriate. When placement of curb returns, poles and equipment is not feasible at the ultimate location the improvements will not be eligible for Traffic Impact Fee (TIF) credits (however portions of signals that are consistent with the ultimate design and locations may be eligible for fee credits).
  - A. Cypress Road at Sellers Avenue (this project is on the TIF project list and is eligible for reimbursement based on the policies and procedures of that program);
  - B. Cypress Road at A Street/Machado Lane (this project is not on the TIF project list and is not eligible for reimbursement); and
  - C. Cypress Road at Shopping Center Main Driveway (this project is not on the TIF project list and is not eligible for reimbursement).
54. Install traffic calming measures consistent with the City's Neighborhood Traffic Management Program including raised intersections or crosswalks on L Street at N Street and P Street, raised intersections or crosswalks, bulb outs, or traffic circles on Shearwater Way and Ibis Drive, and a raised crosswalk or other pedestrian safety feature from the park/stormwater pond area to the commercial

- site. The traffic calming measures shall be included on the improvement plans and are subject to the review and approval of the City Engineer.
55. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer.
  56. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.
  57. Submit a phasing plan for the project streets to the City Engineer for review if the street improvements will be phased. The plan shall include provisions for emergency vehicle access, temporary turn-around facilities, and access to the occupied lots.

**Road Alignment/Sight Distance:**

58. Submit a preliminary plan and profile to the City Engineer for review showing all required improvements to Cypress Road and Sellers Avenue. The sketch plan shall be to scale, show horizontal and vertical alignments, transitions, curb lines, lane striping and cross sections and shall provide sight distance for a design speed of 45 miles per hour. The plan shall extend a minimum of 150 feet ± beyond the limits of the proposed work.

**Road Dedications:**

59. Convey to the City, by Offer of Dedication, the right of way for the project streets.
60. Convey to the City, by offer of dedication, the right of way for Cypress Road for the planned ultimate half width of 65-feet along the project frontage.
61. Convey to the City, by offer of dedication, the right of way for Sellers Avenue for the planned ultimate half width of 70-feet along the project frontage.
62. Relinquish abutter's rights of access along all non-primary frontages to the satisfaction of the City Engineer.
63. 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:**

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

Cypress Road and Sellers Avenue shall be General Electric spun aluminum "cobra head" style

**Grading:**

65. 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, levees, and roadway sections.
66. 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.
67. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer.
68. 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.
69. Grade 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.
70. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities. The dust and litter control plan shall address all items identified and shall be consistent with EIR Mitigation Measure 4.4-1.
71. Submit a haul route plan to the City Engineer for review and approval prior to importing or exporting any material from the site, if applicable. 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.

72. 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.
73. 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.
74. Submit the necessary documents, applications, or studies, if any, to show that the project meets National Flood Insurance Program and City Floodplain Management Ordinance requirements as they pertain to construction of any structures within the project boundary. FEMA's National Flood Insurance Rate Map currently shows the subject site is within Zone X (Panel 360 of 602, FIRM Map No. 06013C0360F, Effective Date June 16, 2009). This area is shown as being protected from the 1-percent-annual-chance or greater flood hazard by a levee system. If the FEMA map in effect at the time of grading permit approval includes the project levee and does not show any proposed building pads within a special flood hazard area then this condition shall be deemed satisfied.
75. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.
76. The burying of any construction debris is prohibited on construction sites.

**Utilities/Undergrounding:**

77. Underground all new and existing utility distribution facilities, including those along the project frontage of Cypress Road and Sellers Avenue. 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.
78. All utility boxes shall be installed underground and all wires and cables must be installed in conduits. Compliance with this condition shall be at the discretion of the City Engineer.
79. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

### **Drainage Improvements:**

80. Collect and convey all stormwater entering and/or originating on these properties, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse, in accordance with Division 914 of the Ordinance Code. The project may be eligible for reimbursement from future development for upsizing the pond and/or storm drain main lines based on the final master plan.
81. 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.
82. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.
83. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
84. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.
85. Submit a long-term operational and maintenance plan for the publicly maintained stormwater pond, and/or any private or public interim ponds, and pump stations, to the City Engineer for review. The plan must include a level of effort estimate for staffing and maintenance requirements as well as an operational and life cycle budget analysis.
86. Convey to the City, by offer of dedication, Parcel B for open space and flood control purposes.

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

87. Install public right of way landscaping along Cypress Road and Sellers Avenue and trail corridors. The applicant shall work with the Community Development Department and City Engineer for the design, construction and completion of the public landscaping concurrent with the phased development of the subdivision. As part of the plan check process for the landscaping, the applicant shall develop a construction schedule approved by the Community Development Director to provide for the timely completion of the landscaping concurrent with development. Public landscape phasing shall be generally performed in tandem with adjacent subdivision improvements.
88. Maintain all landscaping within the public right of way until such time that the adjacent roadway improvements have been accepted for maintenance. Acceptance of landscaping may coincide with phased landscape improvements,

at the discretion of the City Engineer and dependent on the availability of maintenance funds.

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

89. Comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, 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:**

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

- A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);
- B. Regional Transportation Development Impact Mitigation Fee (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);
- C. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
- D. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);

- E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);
- F. Fire Facilities Impact Fee, collected by the City on behalf of the Oakley Fire Protection District;
- G. East Contra Costa County Habitat Conservation Plan Fee per the East Cypress HCP MOA.

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.

- 91. 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.
- 92. 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.
- 93. 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.
- 94. 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.

95. Participate in the formation of a mechanism to fund the additional police protection and park maintenance that will be required in the Cypress Corridor area. This annual assessment is pursuant to Section 4 of the Memorandum of Understanding between the City of Oakley and the Emerson, Gilbert and Burroughs Families dated September 23, 2002. The assessment shall initially be \$120 per parcel annually and shall include appropriate future cost of living adjustments for police services and park maintenance 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 the formation and provide all information and documents required by the City. All costs shall be paid by Applicant.
96. 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.
97. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, stormwater ponds and any proposed pump stations, as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. The funding mechanism shall be formed prior to filing of any final or parcel map, and the project proponent shall fund all costs of the formation.
98. Comply with any applicable storm drainage master plan and associated fees for drainage. The applicant shall pay any applicable fee in effect at the time of building permit issuance. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which he might be eligible. Any credit or reimbursements shall be determined prior to filing the final map.



## ADVISORY NOTES

The following advisory notes are provided to the applicant as a courtesy but are not a part of the conditions of approval. Advisory notes are provided for the purpose of informing the applicant of additional ordinance requirements that must be met in order to proceed with development.

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

**PASSED AND ADOPTED** by the City Council at a meeting held on the 14<sup>th</sup> day of September 2010, by the following vote:

AYES: Anderson, Connelley, Frazier, Rios, Romick

NOES: None

ABSTENTIONS: None

ABSENT: None

APPROVED:

Pat Anderson

Pat Anderson, Mayor

ATTEST:

Nancy Ortenblad 9/16/10

Nancy Ortenblad, City Clerk

Date

**CITY OF OAKLEY  
SUBDIVISION IMPROVEMENT AGREEMENT  
SUBDIVISION 9348 EMERSON RANCH NEIGHBORHOOD 2B**

This agreement is made and entered into this 28th day of April, 2015 by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and Brookfield Emerson Land LLC, A Delaware Limited Liability Company hereinafter referred to as "DEVELOPER".

RECITALS

**WHEREAS**, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the subdivider of Subdivision 9348 Emerson Ranch Neighborhood 2B (Neighborhood 2B), desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Number 107-10 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled: Emerson Ranch Phase 1 Improvement Plan Subdivision 9032, Subdivision 9032 Cypress Road Phase 1 Improvement Plans, and Emerson Ranch Phase 1 Grading Plan Subdivision 9032 as prepared by Carlson, Barbee & Gibson, Inc. and Parcel A Open Space at Emerson Ranch Landscape Improvements, Entry & Streetscape at Cypress Road and Emerson Ranch Way Landscape Improvements now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

**WHEREAS**, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 107-10 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA is the subject of this Agreement. DEVELOPER's agreement to satisfy all COA including the aforementioned COA and construct the Improvements identified in the aforementioned COA is a material part of the consideration for this Agreement; and

**WHEREAS**, Conditions of Approval #49 and #50 set requirements for the construction of the widening of Cypress Road and Sellers Avenue and sets the requirements for reimbursement by the City for part of the cost of this work. The conditions state that an agreement must be approved by the City Council prior to approval of "the final map". Since the approved tentative map for Subdivision 9032 allows DEVELOPER to file multiple final maps, DEVELOPER has requested that they be allowed to execute the reimbursement agreement with a future final map to allow them to complete the designs and cost estimates associated with the widening of the two streets; and

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

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

1. Improvements.

DEVELOPER agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as Conditions of Approval of Tentative Map 9032 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

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

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

All deadlines, cure periods and periods for DEVELOPER'S performance under this Agreement shall be extended as applicable by occurrences of Unavoidable Delay. "**Unavoidable Delay**" shall mean any prevention, delay or stoppage in the performance of DEVELOPER's obligations under this Agreement, which prevention, delay or stoppage is caused by: (a) CITY's actions or CITY's failure to take any action that the CITY is required to take under the express terms of this Agreement, (b) acts of

God, war, inability to obtain labor or materials or reasonable substitutes therefor due to conditions generally applicable in the location of the Property, (c) moratoria, regulations, or controls imposed, or lack of action taken, by any governmental or quasi-governmental agency, (d) the inability to obtain permits or other necessary governmental approvals, (e) rain or other inclement weather, or (f) other similar matters or causes beyond DEVELOPER's reasonable control. DEVELOPER shall give written notice to CITY within fifteen (15) business days after DEVELOPER becomes aware of the occurrence of an Unavoidable Delay specifying the nature of the Unavoidable Delay. DEVELOPER will use commercially reasonable efforts to minimize the impact of any Unavoidable Delay.

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

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be a total of \$744,000.00 of which:  
\$669,000 Emerson Ranch Phase 1 Improvement Plan Subdivision 9032,  
\$75,000 Subdivision 9348 Landscape Improvements.

Said amounts include costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

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

- a. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that The Improvements will be satisfactorily completed. A minimum of one percent (1%) of the security shall be a cash deposit.
- b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

- c. If required by CITY, a cash deposit, corporate surety bond, or instrument of credit sufficient to assure CITY that the surface water drainage of the subdivision shall not interfere with the use of neighboring property, including public streets and highways.

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

4. Prevailing Wage.

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

5. Insurance Required.

Concurrently with the execution hereof, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required in this paragraph and as set forth in Exhibit C, and such insurance shall have been approved by the Finance Director of CITY, or his designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER's general contractor shall obtain or cause to be obtained and filed with the Finance Director, all insurance required under this paragraph and as set forth in Exhibit C, evidenced herein as Exhibit D, and such insurance shall have been approved by the Finance Director of CITY, as to form, amount and carrier. DEVELOPER shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance required for DEVELOPER and DEVELOPER's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by CITY. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. CITY acknowledges and agrees that DEVELOPER has provided to CITY the evidence of insurance required to be maintained under this Section 5 and such insurance has been previously approved by the Finance Director of CITY, as to form, amount and carrier.

6. Work Performance and Guarantee.

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

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

If CITY, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, DEVELOPER shall pay, in addition to actual costs and expenses of such repair or work, twenty five percent (25%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

7. Inspection of the Work.

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

8. Agreement Assignment.

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

9. Abandonment of Work.

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

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

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

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

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

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



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

Attn: Josh Roden  
Brookfield Emerson Land LLC,  
A Delaware Limited Liability Company  
500 La Gonda Way, Suite 100  
Danville, CA 94526

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

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

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

10. Use of Streets or Improvements.

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

11. Safety Devices.

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

12. Acceptance of Work.

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

13. Patent and Copyright Costs.

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

14. Alterations in Plans and Specifications.

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

15. Liability.

- a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be

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

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

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

16. Recitals.

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

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

**CITY OF OAKLEY**

**Brookfield Emerson Land LLC, A  
Delaware Limited Liability Company**

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

\_\_\_\_\_  
Signature and Title

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

- Exhibits:    Exhibit A –    City of Oakley, City Council, Resolution 107-10
- Exhibit B –    Prevailing Wage
- Exhibit C -    Insurance Requirements
- Exhibit D -    Verification of Required Insurance

**EXHIBIT A**  
**(RESOLUTION 107-10)**

## EXHIBIT B

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

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

#### HOURS OF WORK:

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

#### WAGES:

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

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

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

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

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

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

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

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



## EXHIBIT C

### INSURANCE REQUIREMENTS

#### CONSTRUCTION CONTRACTS

##### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

##### ***Deductibles and Self-Insured Retentions***

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

### ***Other Insurance Provisions***

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

### ***Builder's Risk (Course of Construction) Insurance***

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

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

### ***Claims Made Policies***

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

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

### ***Waiver of Subrogation***

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **Worker's Compensation policies shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

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

### ***Subcontractors***

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

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds:

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

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

### ***Special Risks or Circumstances***

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

**EXHIBIT D**  
**VERIFICATION OF INSURANCE**

**RESOLUTION NO. XX-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH BROOKFIELD EMERSON LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR SUBDIVISION 9348 EMERSON RANCH NEIGHBORHOOD 2B AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT**

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Brookfield Emerson Land LLC, a Delaware Limited Liability Company for the development of a residential subdivision known as Subdivision 9348 Emerson Ranch Neighborhood 2B; and

WHEREAS, this agreement will require the developer to complete approximately \$744,000.00 in public improvements and drainage in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Brookfield Emerson Land LLC, a Delaware Limited Liability Company is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 9348 Emerson Ranch Neighborhood 2B in the form attached hereto as **Exhibit A** and is made part of this resolution.

**PASSED AND ADOPTED** by the City Council of the City of Oakley, California, this 28<sup>th</sup> day of April 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

**RESOLUTION NO. XX-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
APPROVING THE FINAL MAP OF SUBDIVISION 9348 EMERSON RANCH  
NEIGHBORHOOD 2B**

WHEREAS, Brookfield Emerson Land LLC, a Delaware Limited Liability Company, has satisfied the necessary conditions of approval for Subdivision 9348, as approved by the City Council on September 14, 2010 by Resolution Number 107-10; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled "Subdivision 9348 Emerson Ranch Neighborhood 2B", as prepared by Carlson, Barbee & Gibson, Inc. be approved.

**PASSED AND ADOPTED** by the City Council of the City of Oakley, California, this 28th day of April 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

CONTRA COSTA WATER DISTRICT / USBR

PROJECT BOUNDARY

CYPRESS GROVE SUBDIVISION 8679

SELLERS AVENUE

NEIGHBORHOOD 2B BOUNDARY

CYPRESS ROAD

# EMERSON RANCH NEIGHBORHOOD 2B SUBDIVISION 9348

CITY OF OAKLEY    CONTRA COSTA COUNTY    CALIFORNIA

DATE: APRIL 15, 2015

SCALE: 1" = 400'



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

6111 BOLLINGER CANYON ROAD, SUITE 150  
SAN RAMON, CALIFORNIA 94583

(925) 866-0322  
FAX (925) 866-8575

# SUBDIVISION NO. 9348

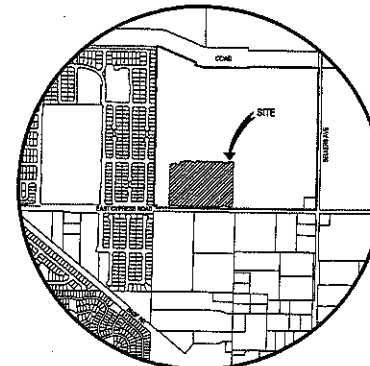
## EMERSON RANCH NEIGHBORHOOD 2B

CONSISTING OF 8 STREETS  
BEING A SUBDIVISION OF PARCEL C OF SUBDIVISION 9032,  
RECORDED IN BOOK \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

MARCH 2015



VICINITY MAP  
NOT TO SCALE

### OWNER'S STATEMENT

THE UNDERSIGNED, BEING A PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES; THE AREAS DESIGNATED AS BRINWOOD WAY, PENDLETON COURT AND WESTMOOR CIRCLE.

THE AREAS DESIGNATED AS PARCELS A, B, C AND D ARE HEREBY DEDICATED IN FEE TO THE CITY OF OAKLEY OR THEIR DESIGNEE FOR PUBLIC USE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" FOR UNDERGROUND ELECTRIC, GAS, CABLE TELEVISION, AND TELEPHONE USE AND ANY/ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT TITLE NUMBER 0192-4458408, DATED JUNE 20, 2014, PREPARED BY FIRST AMERICAN TITLE COMPANY.

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF OAKLEY ALL ABUTTER'S RIGHTS OF ACCESS ALONG THE PROPERTY LINES IN THOSE AREAS DEPICTED HEREON BY THE SYMBOL ///////.

BROOKFIELD EMERSON LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
JOHN RYAN, ITS PRESIDENT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
KEVIN POHLSON, ITS VP

### OWNER'S ACKNOWLEDGEMENT

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

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_ }

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

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

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

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

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BROOKFIELD BAY AREA HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY IN JUNE 2013. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2016 OR THE COMPLETION OF IMPROVEMENTS, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MARK H. WEHBER  
P.L.S. NO. 7980

DATE: \_\_\_\_\_



### OWNER'S ACKNOWLEDGEMENT

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

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_ }

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

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

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

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

### CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION NO. 9348" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

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

DATE: \_\_\_\_\_



### COUNTY RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION NO. 9348", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED JUNE 20, 2014, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

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

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

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

PRELIMINARY



**SUBDIVISION NO. 9348  
EMERSON RANCH  
NEIGHBORHOOD 2B**

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF PARCEL C OF SUBDIVISION 9032,  
RECORDED IN BOOK \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

MARCH 2015

**CITY CLERK'S STATEMENT**

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY, DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP ENTITLED, "SUBDIVISION NO. 9348", CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AND THAT SAID COUNCIL DID THEREUPON, BY RESOLUTION NUMBER \_\_\_\_\_ PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO ACCEPT SUBJECT TO IMPROVEMENT ANY PARCELS, DRIVES, COURTS, WAYS, STREETS AND ROADS OR EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE.

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

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

**CITY COUNCIL STATEMENT**

I, KOUROSH ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED THE TENTATIVE MAP FOR "SUBDIVISION NO. 9032" DATED SEPTEMBER 24, 2010, WHICH INCLUDES THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

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

**GEOTECHNICAL SOILS REPORT**

A SOILS REPORT HAS BEEN PREPARED BY ENGeo, DATED MARCH 4, 2005, AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

**CITY ENGINEER'S STATEMENT**

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION NO. 9348"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON SEPTEMBER 14, 2010, AND ANY SUBSEQUENT MODIFICATIONS THEREOF; AND THAT ALL PROVISIONS OF STATE LAW AND LOCAL ORDINANCES WHICH GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS APPROVED HAVE BEEN COMPLIED WITH.

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

DATE: \_\_\_\_\_



**CLERK OF THE BOARD OF SUPERVISORS' STATEMENT**

I HEREBY STATE, AS CHECKED BELOW, THAT:

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

[ ] ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

DATED: \_\_\_\_\_

\_\_\_\_\_  
DAVID TWA  
COUNTY ADMINISTRATOR  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA

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

**CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE**

BROOKFIELD EMERSON LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS DEDICATED HEREON CERTAIN PUBLIC RIGHTS OF WAY FOR BRINWOOD WAY, PENDLETON COURT AND WESTMOOR CIRCLE AND EASEMENTS FOR PUBLIC UTILITIES. THE CITY OF OAKLEY SHALL RECONVEY THE PROPERTY TO BROOKFIELD EMERSON LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY, OR ITS SUCCESSOR IN INTEREST IF THE CITY OF OAKLEY SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO THE PROVISIONS OF SECTION 66477.5 OF THE SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

**PRELIMINARY**

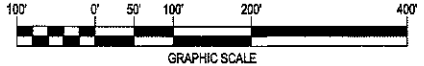
# SUBDIVISION NO. 9348

## EMERSON RANCH NEIGHBORHOOD 2B

CONSISTING OF 8 SHEETS  
 BEING A SUBDIVISION OF PARCEL C OF SUBDIVISION 9032,  
 RECORDED IN BOOK \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_,  
 CONTRA COSTA COUNTY RECORDS  
 CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

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

SCALE: 1" = 100'      MARCH 2015



**BASIS OF BEARINGS**

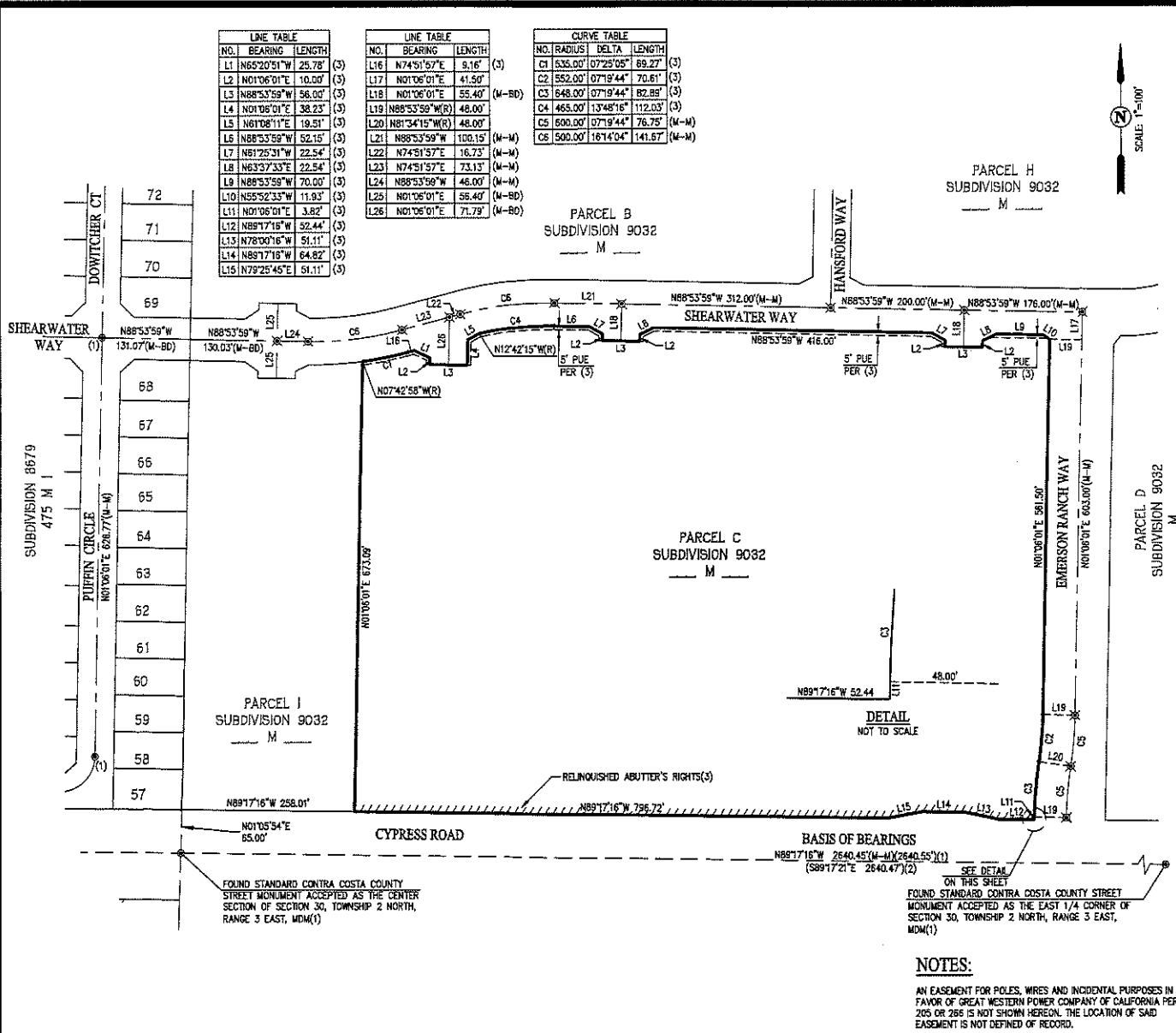
THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD, THE BEARING BEING N89°17'16"E PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

- LEGEND**
- SUBDIVISION BOUNDARY
  - LOT LINE
  - CENTERLINE
  - EASEMENT LINE
  - /// RELINQUISHED ABUTTER'S RIGHTS
- (1) TOTAL  
 (M-M) MONUMENT TO MONUMENT  
 (M-BD) MONUMENT TO BOUNDARY  
 (R) RADIAL  
 ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED  
 ⊙ FOUND STANDARD STREET MONUMENT, LS 7960, PER \_\_\_\_\_ M \_\_\_\_\_  
 ⊙ SET STANDARD STREET MONUMENT, LS 7960  
 (R) REFERENCE NUMBER  
 PUE PUBLIC UTILITY EASEMENT  
 BD BOUNDARY

- REFERENCES**
- (1) SUBDIVISION 8679 (475 M 1)
  - (2) CONTRA COSTA COUNTY PRECISE TRAVERSE FOR CYPRESS ROAD
  - (3) SUBDIVISION 9032 (\_\_\_\_\_ M \_\_\_\_\_)

PRELIMINARY

LINE TABLE			LINE TABLE			CURVE TABLE			
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	RADIUS	DELTA	LENGTH
L1	N65°20'51"W	25.78'	L16	N74°51'57"E	9.16'	C1	535.00'	07°25'05"	89.27'
L2	N01°06'01"E	10.00'	L17	N01°06'01"E	41.50'	C2	552.00'	07°19'44"	70.61'
L3	N88°53'59"W	56.00'	L18	N01°06'01"E	55.40'	C3	648.00'	07°19'44"	82.89'
L4	N01°06'01"E	38.23'	L19	N88°53'59"W(R)	48.00'	C4	465.00'	13°48'16"	112.03'
L5	N61°08'11"E	19.51'	L20	N81°34'15"W(R)	48.00'	C5	600.00'	07°19'44"	76.75'
L6	N88°53'59"W	52.15'	L21	N88°53'59"W	100.15'	C6	500.00'	16°14'04"	141.67'
L7	N81°25'31"W	22.54'	L22	N74°51'57"E	16.73'				
L8	N63°37'33"E	22.54'	L23	N74°51'57"E	73.13'				
L9	N88°53'59"W	70.00'	L24	N88°53'59"W	48.00'				
L10	N55°52'33"W	11.93'	L25	N01°06'01"E	55.40'				
L11	N01°06'01"E	3.82'	L26	N01°06'01"E	71.79'				
L12	N89°17'16"W	52.44'							
L13	N78°00'16"W	51.11'							
L14	N89°17'16"W	64.82'							
L15	N79°25'45"E	51.11'							



**NOTES:**

AN EASEMENT FOR POLES, WIRES AND INCIDENTAL PURPOSES IN FAVOR OF GREAT WESTERN POWER COMPANY OF CALIFORNIA PER 205 OR 286 IS NOT SHOWN HEREON. THE LOCATION OF SAID EASEMENT IS NOT DEFINED OF RECORD.

# SUBDIVISION NO. 9348

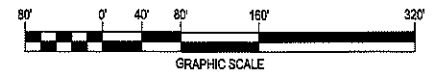
## EMERSON RANCH NEIGHBORHOOD 2B

CONSISTING OF 8 SHEETS  
BEING A SUBDIVISION OF PARCEL C OF SUBDIVISION 9032,  
RECORDED IN BOOK \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_  
CONTRA COSTA COUNTY RECORDS  
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON, CALIFORNIA

SCALE: 1" = 80' MARCH 2015

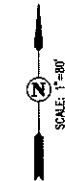
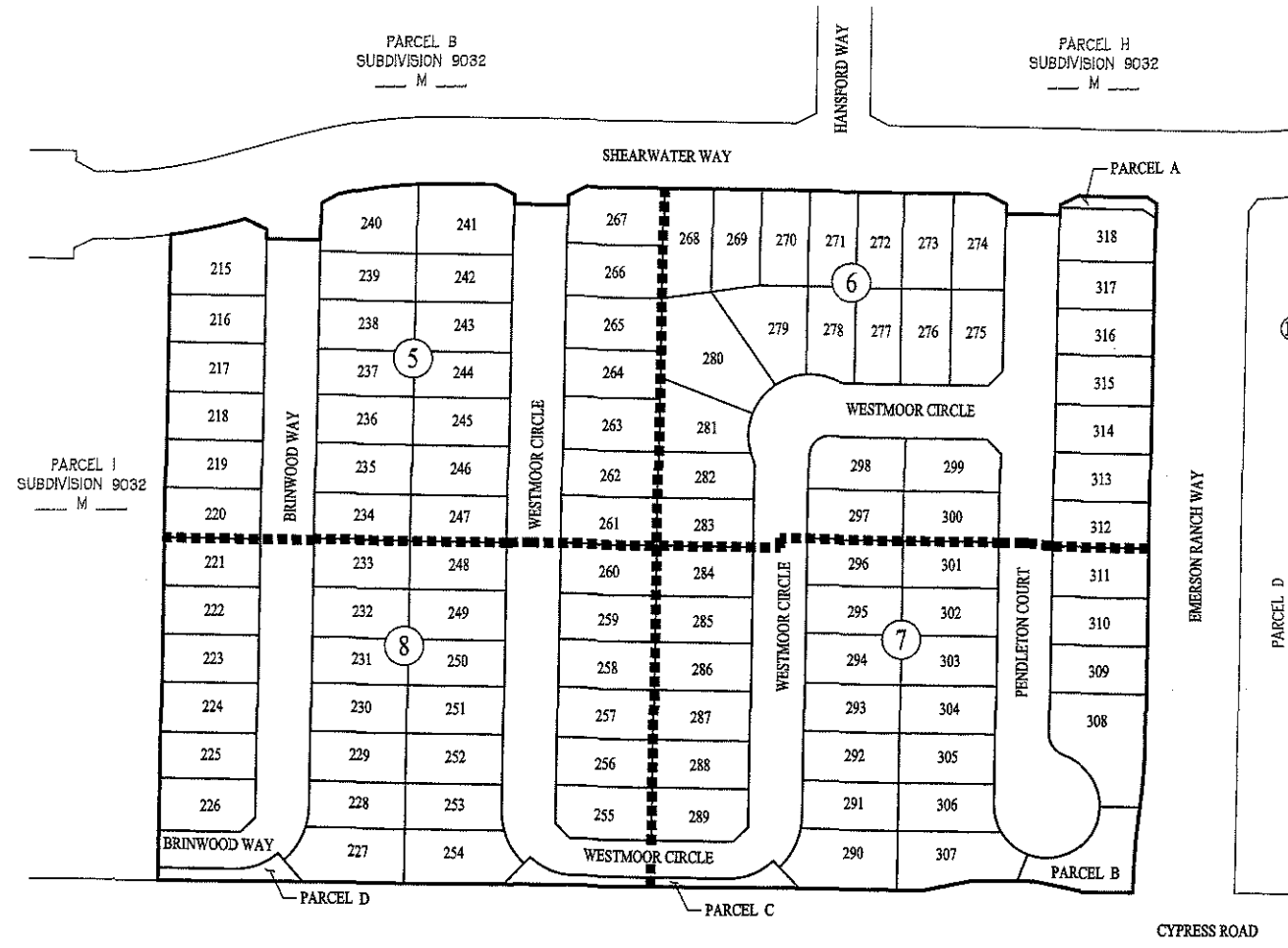


### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD, THE BEARING BEING N89°17'16"E PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.99993396 TO OBTAIN GRID DISTANCES.

### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- RELINQUISHED ABUTTER'S RIGHTS
- TOTAL
- MONUMENT TO MONUMENT
- MONUMENT TO BOUNDARY
- RADIAL
- FOUND STANDARD STREET MONUMENT, AS NOTED
- FOUND STANDARD STREET MONUMENT, LS 7960, PER \_\_\_\_\_ M \_\_\_\_\_
- SET STANDARD STREET MONUMENT, LS 7960
- REFERENCE NUMBER
- PUBLIC UTILITY EASEMENT
- BOUNDARY
- SHEET LIMIT
- SHEET NUMBER



PARCEL D  
SUBDIVISION 9032  
M

**PRELIMINARY**

# SUBDIVISION NO. 9348

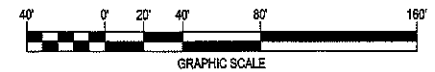
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**Carlson, Barbee & Gibson, Inc.**

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SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MARCH 2015



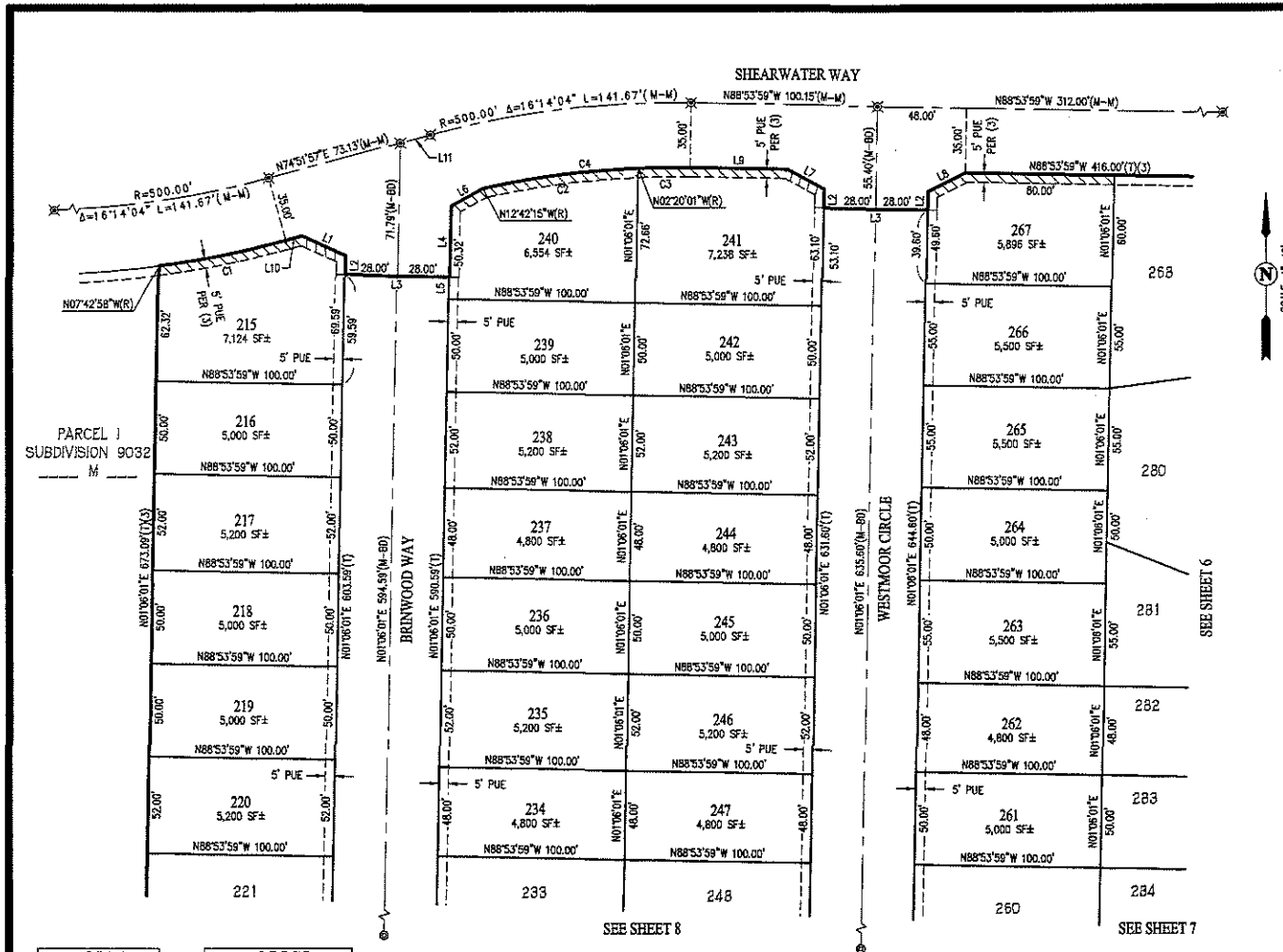
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### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- - - CENTERLINE
- - - EASEMENT LINE
- ////// RELINQUISHED ABUTTER'S RIGHTS
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-BD) MONUMENT TO BOUNDARY
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊗ FOUND STANDARD STREET MONUMENT, LS 7960, PER \_\_\_\_\_ M \_\_\_\_\_
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY

**PRELIMINARY**



PARCEL J  
SUBDIVISION 9032  
M

SEE SHEET 8

SEE SHEET 7

NO.	BEARING	LENGTH
L1	N65°20'51"W	25.76' (3)
L2	N01°06'01"E	10.00' (3)
L3	N88°53'59"W	56.00' (3)
L4	N01°06'01"E	38.23' (3)
L5	N01°06'01"E	12.09' (3)
L6	N61°08'11"E	19.51' (3)
L7	N51°25'31"W	22.54' (3)
L8	N63°37'33"E	22.54' (3)
L9	N88°53'59"W	52.15' (3)
L10	N74°51'57"E	9.16' (3)
L11	N74°51'57"E	16.73' (M-M)

NO.	RADIUS	DELTA	LENGTH
C1	535.00'	07°25'05"	69.27' (3)
C2	485.00'	10°22'14"	84.17'
C3	485.00'	03°26'02"	27.87'
C4	485.00'	13°48'16"	112.03' (T)(3)

# SUBDIVISION NO. 9348

## EMERSON RANCH NEIGHBORHOOD 2B

CONSISTING OF 8 SHEETS  
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SCALE: 1" = 40' MARCH 2015



### BASIS OF BEARINGS

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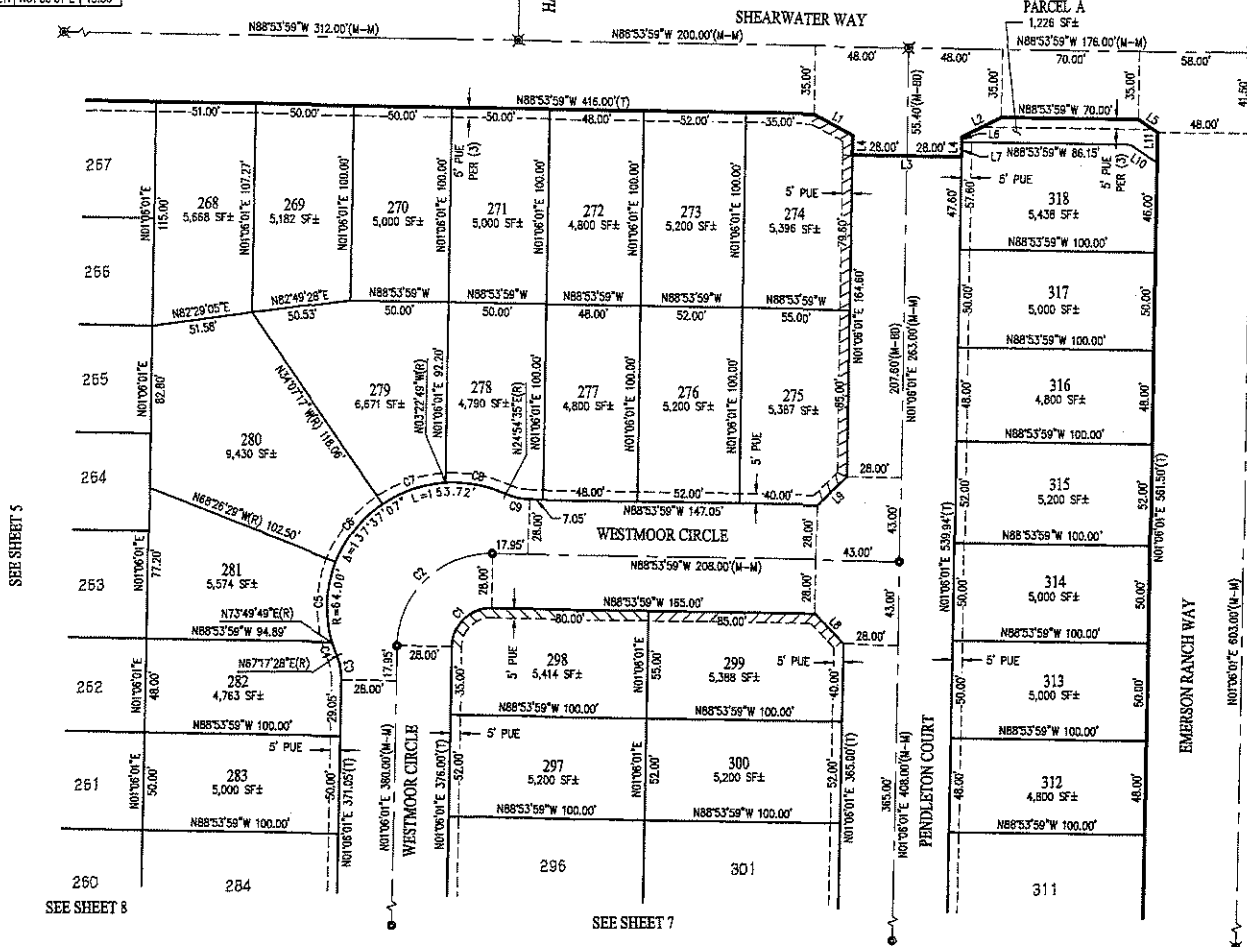
### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- - - EASEMENT LINE
- /// RELINQUISHED ABUTTER'S RIGHTS
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
- (M-BD) MONUMENT TO BOUNDARY
- (R) RADIAL
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊙ FOUND STANDARD STREET MONUMENT, LS 7960, PER \_\_\_\_\_
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- ⊙ REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY

PRELIMINARY

NO.	BEARING	LENGTH
L1	N61°25'31"W	22.54' (3)
L2	N63°37'33"E	22.54' (3)
L3	N88°53'59"W	56.00' (3)
L4	N01°06'01"E	10.00' (3)
L5	N55°52'33"W	11.93' (3)
L6	N01°06'01"E	2.80' (3)
L7	N01°06'01"E	7.40' (3)
L8	N43°53'59"W	21.21'
L9	N48°08'01"E	21.21'
L10	N55°52'33"W	18.52'
L11	N01°06'01"E	18.50'

NO.	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	48.00'	90°00'00"	75.40'
C3	30.00'	23°48'33"	12.47'
C4	64.00'	08°32'21"	7.30'
C5	64.00'	37°43'42"	42.14'
C6	64.00'	34°19'12"	38.34'
C7	64.00'	30°44'28"	34.34'
C8	64.00'	28°17'24"	31.60'
C9	30.00'	23°48'34"	12.47'

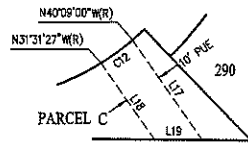


LINE TABLE		
NO.	BEARING	LENGTH
L1	N46°03'55"E	21.21'
L2	N43°39'31"W(R)	29.98'
L3	N43°39'31"W(R)	9.50'
L4	N21°22'50"E(R)	29.99'
L5	N88°53'59"W	41.80'
L6	N88°53'59"W(R)	48.00'
L7	N81°25'31"W(R)	22.54'
L8	N89°17'16"W	52.44'
L9	N01°06'01"E	3.82'
L10	N78°00'16"W	51.11'
L11	N89°17'16"W	64.82'
L12	N79°25'45"E	51.11'
L13	N88°53'59"W	27.00'

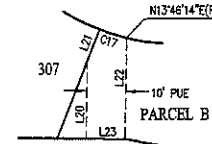
LINE TABLE		
NO.	BEARING	LENGTH
L14	N89°17'16"W	46.79'
L15	N89°17'16"W	18.03'
L16	N43°39'31"W	39.48'
L17	N34°42'37"W	31.25'
L18	N34°42'37"W	23.94'
L19	N89°17'16"W	12.27'
L20	N01°06'01"E	19.95'
L21	N21°22'50"E	8.69'
L22	N01°06'01"E	25.94'
L23	N89°17'16"W	10.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	48.00'	90°00'00"	75.40'
C2	96.50'	44°45'32"	51.95'
C3	76.00'	45°14'28"	60.01'
C4	25.00'	71°02'04"	30.99'
C5	55.00'	71°02'04"	68.19'
C6	55.00'	110°16'49"	105.86'
C7	55.00'	37°53'54"	36.38'
C8	55.00'	31°49'17"	30.55'
C9	552.00'	07°19'44"	70.61'
C10	648.00'	07°19'44"	82.85'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C11	552.00'	07°04'35"	68.18'
C12	66.50'	08°37'33"	10.01'
C13	600.00'	07°19'44"	76.79'
C14	76.00'	35°23'31"	46.95'
C15	76.00'	06°50'57"	13.06'
C16	552.00'	00°15'09"	2.43'
C17	55.00'	07°36'36"	7.31'



DETAIL A  
NOT TO SCALE



DETAIL B  
NOT TO SCALE

# SUBDIVISION NO. 9348

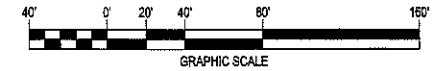
## EMERSON RANCH NEIGHBORHOOD 2B

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**Carlson, Barbee & Gibson, Inc.**

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SAN RAMON, CALIFORNIA

SCALE: 1" = 40' MARCH 2015

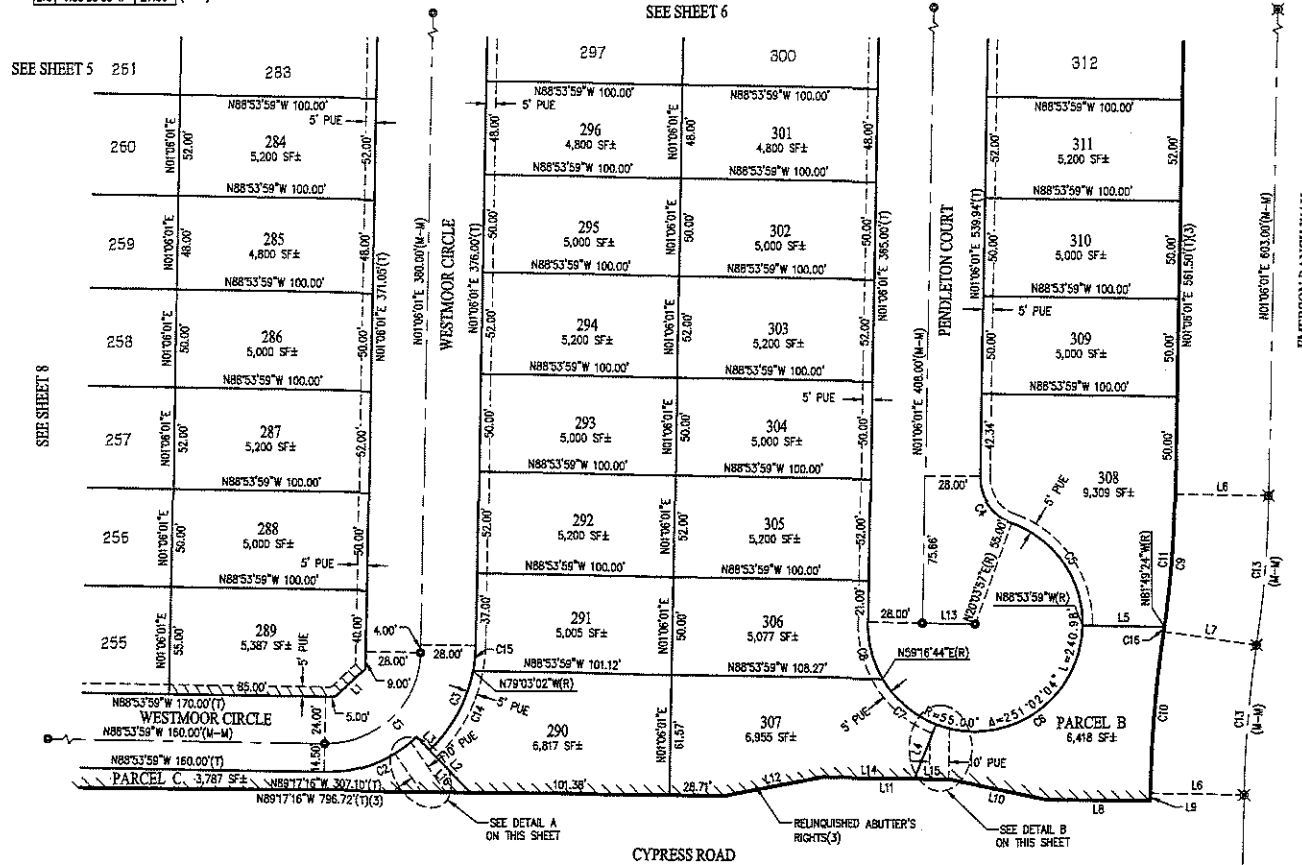


### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING N89°17'16"E PER 475 M.1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999398 TO OBTAIN GRID DISTANCES.

### LEGEND

- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- RELINQUISHED ABUTTER'S RIGHTS
- (T) TOTAL MONUMENT TO MONUMENT
- (M-M) MONUMENT TO BOUNDARY
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- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
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- BD BOUNDARY



**PRELIMINARY**

# SUBDIVISION NO. 9348

## EMERSON RANCH NEIGHBORHOOD 2B

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**Carlson, Barbee & Gibson, Inc.**

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SAN RAMON, CALIFORNIA

SCALE: 1" = 40'      MARCH 2015



### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS DETERMINED BY FOUND MONUMENTS ON THE CENTER LINE OF CYPRESS ROAD. THE BEARING BEING N86°17'16"E PER 475 M 1, CALIFORNIA COORDINATE SYSTEM, ZONE 3 (NAD 27). MULTIPLY DISTANCES SHOWN BY 0.9999386 TO OBTAIN GRID DISTANCES.

### LEGEND

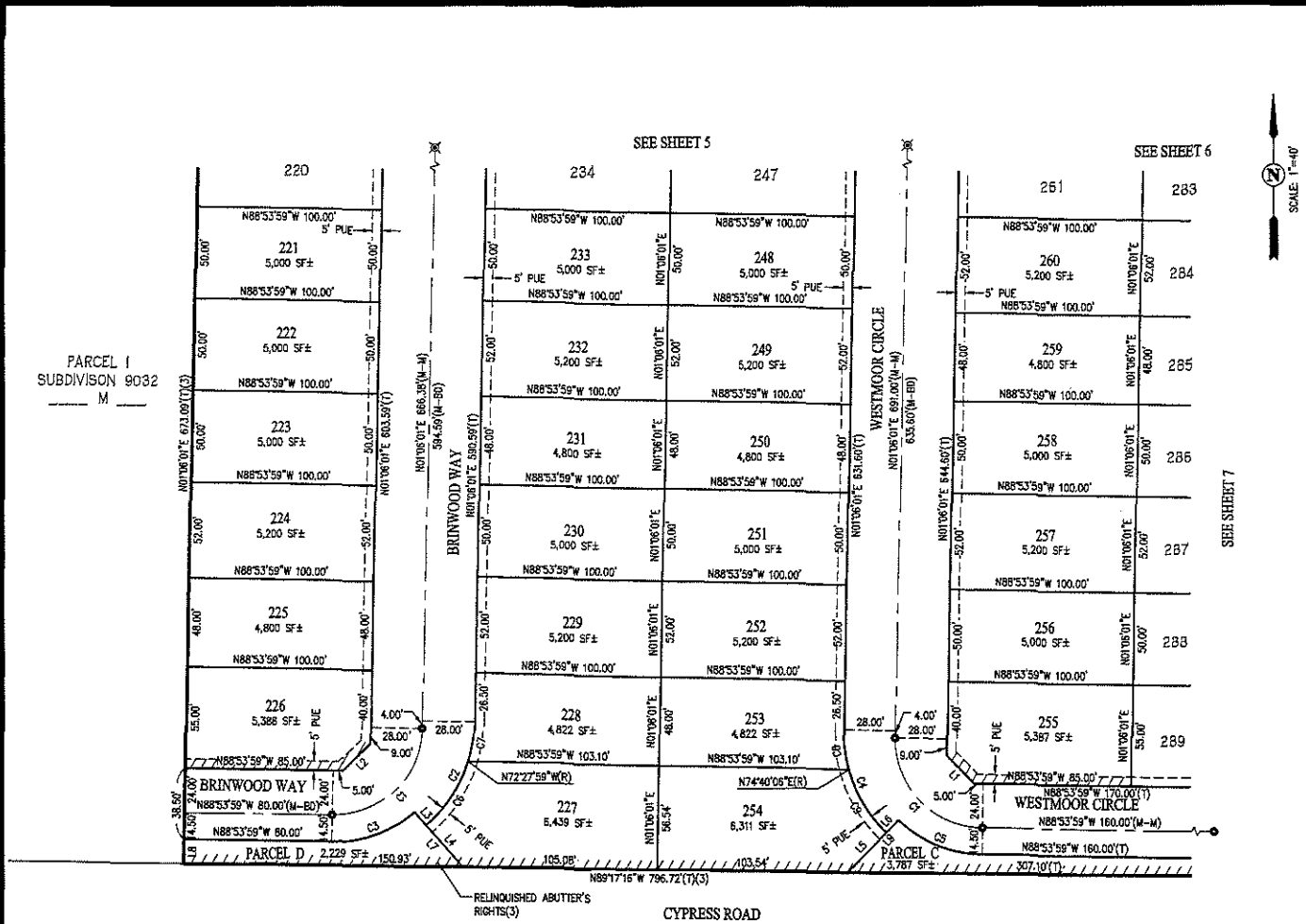
- SUBDIVISION BOUNDARY
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- RELINQUISHED ADJUTTER'S RIGHTS
- (T) TOTAL
- (M-M) MONUMENT TO MONUMENT
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- (#) REFERENCE NUMBER
- PUE PUBLIC UTILITY EASEMENT
- BD BOUNDARY

LINE TABLE		
NO.	BEARING	LENGTH
L1	N43°53'52"W	21.21'
L2	N46°06'01"E	21.21'
L3	N40°54'28"W(R)	9.50'
L4	N40°54'28"W(R)	29.98'
L5	N44°14'20"E(R)	29.98'
L6	N44°14'20"E(R)	9.50'
L7	N40°54'28"W(R)	39.48'
L8	N01°06'01"E	13.27'
L9	N44°14'20"E(R)	39.48'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	48.00'	30°00'00"	75.40'
C2	76.00'	47°58'31"	63.66'
C3	66.50'	42°00'29"	48.76'
C4	76.00'	46°51'41"	62.16'
C5	66.50'	43°08'19"	50.07'
C6	76.00'	31°33'31"	41.86'
C7	76.00'	18°26'00"	21.80'
C8	76.00'	16°25'55"	21.80'
C9	76.00'	30°25'46"	40.36'

(M-M)

PRELIMINARY



PARCEL I  
SUBDIVISION 9032  
----- M -----

RELINQUISHED ADJUTTER'S RIGHTS(C)  
CYPRESS ROAD



Agenda Date: 04/28/2015  
Agenda Item: 3.5

## MEMORANDUM

Approved and Forwarded to  
City Council

  
Bryan H. Montgomery, City Manager

Date: April 28, 2015  
To: Bryan H. Montgomery, City Manager  
From: Dwayne Dalman, Economic Development Manager  
Subject: **Resolution authorizing the City Manager to execute a Month-to-Month Lease Agreement with Guanatos Ice Cream at the property located at 3330 Main Street in Oakley.**

### Background and Analysis

The two-story commercial building located at 3330 Main Street (across Main Street from City Hall Plaza and to the east of the newly-opened Grocery Outlet) was purchased by the former Oakley Redevelopment Agency in May of 2011. The building was previous rented to a variety of tenants, who have since vacated the space. The Successor Agency currently receives monthly rent of approximately \$1,100 for a cell tower located on the roof.

When the former Republic of Cake space became available, the City received a great deal of interest from businesses interested in locating in downtown Oakley. Ultimately, a lease was signed with Mr. Pickles Sandwich Shop to locate in the space. One of the interested parties that was considered for the Republic of Cake space was Guanatos Ice Cream.

Guanatos Ice Cream wishes to lease approximately 1,400 square feet of the ground floor space of the building at 3330 Main Street on a month-to-month basis. The month-to-month is required because the property is subject to State mandates and the yet-to-be approved Property Management Plan. (It is Staff's recommendation that the City eventually acquire the building through the State process).

### Guanatos Ice Cream

Guanatos has been in business since 2007 and currently has three locations in Walnut Creek, Bay Point and Concord. Their manufacturing facility is currently at 30% capacity, which allows them the ability to sustain several additional locations without



incurring any additional manufacturing costs. There is also consideration being given to relocate their manufacturing facility to Oakley at a future date.

Guanatos sells all natural ice cream, popsicles, juices, and treats. Every item sold in their stores is made from the freshest, sweetest, tastiest, organic fruits and ingredients available. Their flavorful fruit sorbets are prepared daily to guarantee freshness every time. Guanatos is a family-owned company owned and operated by Oscar Salazar.

**Lease Terms**

Guanatos proposes to lease approximately 1,400 square feet of the ground floor space fronting Main Street. They anticipate spending approximately \$50,000 in tenant improvements. As they are only able to lease the space on a month-to-month basis, they are willing to fund their own tenant improvements in exchange for reduced rent. Market rent for similar space would be approximately \$1.50 per square foot, or \$2,100 per month, increasing 2.5% per year. In exchange for the \$50,000 in funds to be spent for tenant improvements (T.I.) in a month-to-month location, the rent on the 1,400 square foot space is proposed to be reduced as follows over a three year period:

<u>Year 1:</u> <i>Market Rent \$2,100</i>	<u>Rent Paid</u>	<u>T.I Credit</u>
Rent at \$0 per month rent for 9 months	\$ 0	\$18,900
Rent at \$350 per 3 months	\$1,050	\$ 5,250
<u>Year 2:</u> <i>Market Rent \$2,153</i>		
Rent at \$700 per month	\$8,400	\$17,436
<u>Year 3:</u> <i>Market Rent \$2,207</i>		
Rent at \$1,500 per month	<u>\$18,000</u>	<u>\$ 8,482</u>
TOTALS	\$27,450	\$50,068

City staff will verify the expenditure of the \$50,000 in tenant improvement funds through a cost breakdown and invoices prior to Guanatos occupying the space. After the tenant reimbursement is complete at the conclusion of year 3, rent would increase to the then estimated market rent of \$2,265 per month (1.62 per square foot) for year 4. At least 120 days prior to the completion of year 4, a new lease agreement would be negotiated for year 5 and subsequent years.

Guanatos will be responsible for payment of sewage costs for tenant space and will also pay for garbage service directly to the garbage provider and for water usage directly metered to the space.

At the end of the three year period or sooner, the following may occur:

1. City of Oakley may purchase the building and convert the month-to-month lease to a longer term lease;

- 
2. City of Oakley may purchase and resell the building. Guanatos would have the first right of refusal to purchase the property at the current fair market value; or
  3. City of Oakley may purchase and demolish the building

If the building is sold to another third party or demolished prior to the period of time needed to reimburse Guanatos for their tenant improvement investment, the City would reimburse Guanatos for the remaining balance owed.

### **Building Improvements**

Guanatos proposes to fund the tenant improvements for their portion of the ground floor. This will leave approximately 800 square feet of ground floor space that could be leased to an additional tenant. In order to accommodate uses on the ground floor, the City will improve the building in a number of ways. Initially, the City and/or the Successor Agency will fund improvements needed to lease the ground floor space. At a future date and if the City acquires the building, we will explore the option of improving the building to accommodate uses on the second floor.

The main improvements needed to the building to accommodate ground floor uses relate to ADA access. Because the building is located approximately 32 inches above the sidewalk grade, the following improvements will need to be made:

1. Installation of a handicap ramp from the sidewalk to a new entrance fronting Main Street
2. Resurfacing of the parking lot to correct grade inconsistencies
3. Sidewalk repair to correct for door threshold height inconsistencies
4. Restriping of parking lot for an additional handicapped parking space

In addition to the ADA improvements, the Downtown Façade Improvement Program will fund exterior improvements including painting and other possible façade improvements.

### **Disposition of the Building**

The building is currently owned by the Successor Agency to the Oakley Redevelopment Agency. As such, it is included in the Long Range Property Management Plan (PMP) that is currently being reviewed by the California Department of Finance. As such, the Successor Agency is only able to enter into a month-to-month lease until such time as the PMP is approved. The PMP states that the building could be purchased by the City of Oakley to hold or resell, or purchased by a private party. The City could also purchase the building to have it demolished, in order for the land to be developed differently, if that is determined to be the best approach.

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The building is currently being appraised to determine fair market value in its as-is condition and is being evaluated to determine if there are any substantial repairs that need to be made prior to new tenant(s) using the building or the building being purchased.

**Fiscal Impact**

The Successor Agency will receive \$27,450 in rent over a three-year period. After the tenant improvement reimbursement is complete, the Successor Agency, or the City if the City acquires the building, will receive monthly rent of \$2,265 per month, or \$27,180 on an annual basis. Rent will increase by a factor of 2.5% per year in subsequent years, as long as the tenant is in the space or until such time as a longer-term lease is negotiated. If the building is sold to a third party or demolished prior to the period of time needed to reimburse Guanatos for the tenant improvement investment, the City will reimburse Guanatos for the remaining balance owed.

As the proposed exterior tenant improvements are consistent with the goals of the Downtown Revitalization Loan Program, the funds set aside for this program will be used for the building exterior improvements.

**Recommendation**

Adopt a resolution approving a month-to-month lease agreement with the Guanatos Ice Cream for 3330 Main Street and authorizing the City Manager to execute the agreement.

**Attachments**

1. Draft Lease Agreement
2. Resolution

**LEASE AGREEMENT**  
**3330 Main Street, Oakley, California 94561**

This Lease Agreement ("Lease"), by and between the Successor Agency to the Oakley Redevelopment Agency and the City of Oakley, a municipal corporation ("Lessor"), and Guanatos Ice Cream, hereinafter collectively designated as ("Lessee"), is made on the following terms and conditions:

**Recitals**

- A. The City of Oakley and the Successor Agency to the Oakley Redevelopment Agency, collectively herein "CITY" is the owner of that real property located at 3330 Main Street, Oakley, California.
  
- B. The property was acquired by Lessor with the use of funding from the Oakley Redevelopment Agency. Because of law adopted by the State of California, the Oakley Redevelopment Agency has been disbanded and its rights and obligations assumed by the Successor Agency to the Oakley Redevelopment Agency. The Successor Agency is charged with disposing of real property acquired with redevelopment funding, as directed by the Oversight Board of the Successor Agency to the Oakley Redevelopment Agency and the Department of Finance. The Department of Finance has not approved Lessor to dispose of or retain the property at this time. Lessor shall enter into a short-term lease with Lessee as it awaits the determination of the Department of Finance. Should the Department of Finance determine Lessor may retain the property, Lessor may enter into a long-term lease with Lessee, or dispose of the property.

**Agreement**

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

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

**Those certain premises located at 3330 Main Street, Oakley, California,  
(Assessor's Parcel Number 037-160-027 )**

2. **TERM.** The term of this Lease shall be month-to month, commencing on the 1<sup>st</sup> day of July, 2015. Lessor shall have the right to terminate this Lease prior to expiration of this term upon 60 days written notice to Lessor, as provided for herein.

**Short-Term lease.** This Lease begins as a month-to-month tenancy. As the subject building is owned by the Successor Agency to the Oakley Redevelopment Agency, the building is included in the Long Range Property Management Plan (PMP) that is being reviewed by the California Department of Finance (DOF). As such, the Successor Agency is only able to enter into a month-to-month lease until such time as the PMP is approved. The PMP states that the building could be purchased by the City of Oakley or a private party to hold or resell. The City could also purchase the building to have it demolished, in order for the land to be developed otherwise but still in a manner consistent with the Downtown Specific Plan.

**Long-Term Lease.** Lessor may enter into a long-term lease period with Lessee upon the State Department of Finance determining that the Lessor is not required to dispose of the property. Such event shall be documented in a letter from one party to the other. The consummation of the long-term lease shall be conditioned and contingent upon the following:

- a) Approval of the State Department of Finance for Lessor to retain the property;
- b) Lessee's adherence to the terms and conditions of this Lease, including timely payment of all rent;
- c) Lessee's successful business performance and desire to enter into the long-term lease.

If the above conditions are satisfied, the parties can create a long-term lease. Any provisions specific to the long-term lease shall be approved by both parties and reduced to writing.

3. **RENT AND COMMON AREA MAINTENANCE CHARGES.** The rent for the leased premises shall be collected as follows to allow for reimbursement of tenant improvement expenditures by Lessee:

**Year 1:** No rent for the first nine months of the lease commencing on July 1, 2015 or a later date agreed upon by the Lessor and Lessee in writing.

For the remaining three months of year one, the sum of **THREE HUNDRED AND FIFTY DOLLARS AND NO/100 (\$350.00)** per month, payable in advance, commencing on the **1<sup>st</sup> day of April, 2016**, and on the 1<sup>st</sup> day of every month thereafter.

**Year 2:** The sum of **SEVEN HUNDRED DOLLARS AND NO/100 (\$700.00)** per month commencing on the **1<sup>st</sup> day of July, 2016**, on the 1<sup>st</sup> day of every month thereafter.

**Year 3:** The sum of **FIFTEEN HUNDRED DOLLARS AND NO/100 (\$1,500.00)** per month commencing on the **1<sup>st</sup> day of July, 2017**, on the 1<sup>st</sup> day of every month thereafter.

**Year 4 :** Monthly rent to increase to **TWO THOUSAND TWO HUNDRED AND SIXTY-FIVE DOLLARS AND NO/100 (\$2,265)** per month commencing on the **1<sup>st</sup> day of July, 2018**.

**Rent amounts for a lease term following Year 4 would be negotiated at least one-hundred twenty (120) days prior to the conclusion of Year 4.**

Rent payments shall be mailed or hand-delivered to:

City of Oakley  
Attn: Finance Director  
3231 Main Street  
Oakley, CA 94561

If Lessee becomes the fee owner of the property in the future, it will enter into a Common Area Maintenance Agreement with the City for the ongoing maintenance of the common area on terms to be negotiated at such time.

4. **SECURITY DEPOSIT:** Lessor holds a deposit in the amount of TWO THOUSAND ONE HUNDRED DOLLARS AND NO/100 (\$2,100.00), as security for the full and faithful performance by Lessee of all terms, conditions, and covenants of this Lease.

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

5. **TENANT IMPROVEMENT REIMBURSEMENT.** Lessee shall build-out the tenant space of approximately facility, including all fixed in place equipment such as plumbing, restrooms, electrical, HVAC, sewer system, built-in customer counter and all other fixed equipment at an amount not to exceed \$50,000. Lessee shall provide all removable equipment (ovens, refrigerators, furniture, point of sale system, etc.) at Lessee's own expense. Tenant improvement funds spent of not more than \$50,000 will be reimbursed by rent decreases described in Rent section 3 above.

6. **LIQUIDATED DAMAGES.** In the event Lessor disposes of the property and the Lessee is not able to remain in place for a time sufficient to be reimbursed for the total amount of tenant improvement funds spent, Lessor will reimburse Lessee for the remaining balance owed.

7. **DELINQUENT RENT AND LATE CHARGES:** If any rent is not paid to the Lessor within ten (10) days after due date of the 1<sup>st</sup> of the month, a late charge of TWO-HUNDRED FIFTY DOLLARS AND NO/100 (\$250) shall be added to the payment and the total sum shall become immediately due and payable to Lessor. Failure to pay within twenty (20) days after the due date will incur an additional late charge of THREE-HUNDRED FIFTY DOLLARS AND NO/100 (\$350) which shall be added to the payment and the total sum shall become immediately due. Failure to pay rent and accompanying CAM charges, and any late charges mentioned herein within thirty (30) days after the due date will immediately terminate this Lease.

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

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

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

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



10. **UTILITIES COST.** Lessor to be responsible for payment of sewage costs for tenant space. Lessee agrees to pay for garbage service directly to the garbage provider and for water usage directly metered to the space.

11. **ALTERATIONS AND REPAIRS.** Lessee shall make no alterations of or additions to either the interior or exterior of the said premises without the written consent of Lessor. Any such additions to or alterations of the premises shall be made at the expense of the Lessee, and any such alterations of or additions to the premises, including any locks, bolts or security grating and hardware, shall become at once a part of the realty and belong to Lessor. Lessee, at Lessee's sole cost, is responsible for all repairs and maintenance of the lease premises and shall keep and maintain said premises and appurtenances and every part thereof, including but not limited to the store front, exterior walls, doors, roof, plumbing, sewers, plate glass and other glazing, duct work, electrical wiring and lights, sign fixtures, canopies and sidewalks adjacent to the premises, floors, ceilings, fire sprinkler systems and the entire interior of the premises in good and sanitary order, condition and repair, making replacements as necessary. Lessee hereby waives all right to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code. If, during the term of this Lease, in the judgment of Lessor, the Lessee shall fail to keep and maintain the premises in any respect required by this Paragraph, Lessor may do anything necessary to correct the problem by restoring the good and sanitary order and condition, or make the repair, provided that the Lessee shall have failed to correct such problem or make such repair within fifteen (15) days after receipt of notice from Lessor. Any amounts expended by Lessor to correct such problem or make such repair shall be deemed to be additional rental and is payable as such on the next day upon which rent becomes due.

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

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

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

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

15. **ASSIGNMENT OR SUBLETTING.** Lessee shall not assign this Lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the Lessor's prior written consent of the assignment or subletting after reviewing the proposed tenant's business background, creditworthiness and financial conditions which written consent shall not be unreasonably withheld by Lessor. Lessor's consent to any assignment shall be withheld in the event there shall be any change or modification of the use of the premises from that stipulated in Paragraph 4 above. Upon any assignment or subletting, the parties agree that the base rent stipulated in Paragraph 3 above shall be increased to the market rent determined by survey of the rent then being asked for similar vacant premises in the area, but in no event shall the new base rent be less than the base rent payable for the last

full month immediately preceding the assignment or subletting. Lessor's consent to any one assignment or subletting, shall not constitute a waiver of any subsequent assignment or subletting requirements as set forth in this Agreement. Any assignment or subletting without the Lessor's consent shall, at the option of the Lessor, be voidable and be deemed a breach of this Lease. In the event of any assignment or subletting, it is understood that Lessee shall not be relieved of any liability or performance of any term of this Lease.

**16. TAXES AND ASSESSMENTS.**

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

**17. ADVERTISEMENTS AND SIGNS.** Lessee shall not place or permit to be placed any sign, marquee, lettering, decoration, advertising, light or awning on the outside of the leased premises or on the inside of the said premises if the same be visible from the outside of the leased premises, without the written consent of Lessor. Lessee agrees that all signs shall be conformity with dimensions and color schemes designated by Lessor. Lessee, upon request of Lessor, shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed in, on or about the premises and which, in the opinion of Lessor, is objectionable or offensive, and if Lessee fails so to do, Lessor may enter upon the leased premises and remove the same. Lessee agrees not to use a phonograph, loud speaker or other sound equipment audible from the outside of the premises

without the prior written consent of Lessor. Lessee shall comply with all sign requirements as set forth in the Oakley Municipal Code.

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

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

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

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

**20. PROHIBITED USES.** Lessee shall not use the leased premises for, or carry on or permit upon said leased premises, any offensive, unlawful, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against the public policy. Lessee shall not conduct or permit any auction sale, sidewalk sale or parking lot sale to be held in or about the leased premises,

although outdoor seating for Lessee's customers is allowed with a seating plan approved by Lessor. Lessee shall not solicit business, distribute handbills, store its equipment or merchandise or erect any signs, planters or other barriers on any sidewalk, in the parking lot, or in any common area, without the written permission of the City Manager.

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

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

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

24. **NOTICES.** Any notice, demand or communication under or in connection with this Lease may be served by either party upon the other by personal service, or by mailing the same by registered mail in the United States Post Office, postage thereon fully prepaid, and directed to Lessor at 3231 Main Street, Oakley, California 94561 and may, likewise, be served on Lessee by personal service, or by mailing the same, addressed to Lessee at 3330 Main Street, Oakley, California 94561 whether or not Lessee has departed from, abandoned or vacated said leased premises. Either Lessor or Lessee may change its address by notifying the other party in writing as to such new address as may be desired used and which same shall continue as the address until further written notice.

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

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

27. **EFFECT OF EXERCISE OF PRIVILEGE BY LESSOR.** The exercise of any right or option or privilege hereunder by Lessor shall not exclude Lessor from exercising any and all other rights, privileges, and options hereunder and Lessor's failure to exercise any right, option or privilege nor shall it relieve Lessee from Lessee's part to be performed hereunder nor from damage or other remedy for failure to perform or meet the obligations of this Lease.

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

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

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

the basic building, store front and interior work originally provided by Lessor at the inception of this Lease; Lessee shall fully repair or replace its own alterations and improvements, exterior signs, trade fixtures, equipment, display cases and other installations originally installed by Lessee at its expense.

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

Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may, in addition to any other remedies Lessor may have upon such default, failure or neglect, either terminate this Lease or it may from time to time, without terminating this Lease, relet the said leased premises, or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to



make alterations and repairs to said leased premises. Rentals received by Lessor from such reletting shall be applied: First, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such reletting, including commissions; fourth, to the payment of the cost of any alterations and repairs to the leased premises; and the residue, if any shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during the month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

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

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

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

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

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

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

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

37. **WAIVER OF SUBROGATION.** As long as their respective insurers so permit, Lessor and Lessee mutually waive for themselves and their respective insurers, their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies, existing for the

benefit of the respective parties, but solely to the extent of the amount of insurance proceeds received by the insured party. Each party shall obtain any available endorsements to evidence compliance with the above waiver.

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

**LESSOR**

*City of Oakley, a municipal corporation*

**LESSEE**

*Guanatos Ice Cream*

By: \_\_\_\_\_

Bryan H. Montgomery  
City Manager

By: \_\_\_\_\_

Oscar Salazar  
Owner

**ATTEST:**

By: \_\_\_\_\_

Libby Vreonis  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_

William R. Galstan  
Special Counsel

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

**A RESOLUTION OF THE CITY COUNCIL, AUTHORIZING THE CITY  
MANAGER TO EXECUTE A MONTH-TO-MONTH LEASE AGREEMENT WITH  
GUANATOS ICE CREAM AT THE PROPERTY LOCATED AT 3330 MAIN  
STREET, OAKLEY, CALIFORNIA**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council authorizes the City Manager to sign on behalf of the City that certain Lease Agreement between the City and Guanatos Ice Cream, a true and accurate copy of which is attached as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the City Council held on the 28<sup>th</sup> day of April, 2015 by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

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

**A RESOLUTION OF THE CITY COUNCIL ACTING AS THE BOARD OF THE SUCCESSOR AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY, AUTHORIZING THE CITY MANAGER TO EXECUTE A MONTH-TO-MONTH LEASE AGREEMENT WITH GUANATOS ICE CREAM AT THE PROPERTY LOCATED AT 3330 MAIN STREET, OAKLEY, CALIFORNIA**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council acting as the Board of the Successor Agency of the Oakley Redevelopment Agency authorizes and directs the City Manager to sign on its behalf that certain Lease Agreement between the City and Guanatos Ice Cream, a true and accurate copy of which is attached as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the Successor Agency to the Oakley Redevelopment Agency held on the 28<sup>th</sup> day of April, 2015 by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Chair

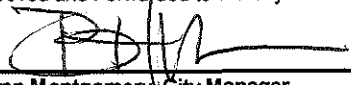
ATTEST:

\_\_\_\_\_  
Libby Vreonis, Secretary

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Date



## STAFF REPORT

Approved and Forwarded to the City Council:  
  
Bryan Montgomery, City Manager

Date: April 28, 2015  
To: Bryan H. Montgomery, City Manager  
From: Paul Abelson, Finance Director  
Subject: Approve a Resolution Establishing and Updating Certain City Fees

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### **Background Information and Analysis**

The City's Strategic Plan includes a bi-annual review and update of the City's Fees, consistent with the goal to ensure, with only a few exceptions, that fees for City services are sufficient to fully recover the cost of providing those services. The attached Cost of Service Study has been prepared in keeping with the strategic objective and goal. The last study was prepared and presented in April 2013, and the Council adopted the City's current fees at that time.

Like prior studies, the attached new Study includes calculation of the cost of providing services offered by the Planning Department, the Public Works/Engineering Department, General Administrative services and the Police Department and, with few exceptions, new full cost recovery recommended levels for fees the City charges and deposits collected for the listed services. The Study does not include a calculation of the cost of services provided by the Recreation Department or the Building Department. Fees for services provided by these departments are adopted by separate actions of the City Council; and the Study does not address impact fees which are adjusted using annual inflation factors.

### **Legal Requirements**

State law contains a number of provisions which affect a City's establishing and updating City fees. They can be summarized generally as follows: a City may set fees to recover the full cost of providing services, but fees cannot be levied in excess of the cost of service or for general revenue purposes. A Cost of Service Study may be used as the basis to calculate and set fees to recover the full cost of providing services; and to make findings that the fees reflect a reasonable estimate of the cost of providing the applicable services.

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As for the process of adopting fees, State law requires that changes to the City's fees be presented to the City Council at a Public Hearing; and that there be two publications of the meeting notice, that advance notice is provided to any party that requests to be notified of any proposed fee adjustments, and that the full package of the proposal is made available to the Public no less than 10 days prior to the Hearing. In addition, approved changes may take effect no less than 60 days after approval.

Staff has met the publishing and noticing requirements for the proposed changes herein, and Staff is recommending that any changes approved pursuant to this item become effective on July 1, 2015, which is 64 days from tonight.

### Cost Recovery Strategy

You will see that the City's fee schedule uses a "deposit against time and materials" approach for recovering the cost of providing many services – in particular, those where the amount of time/cost can vary greatly depending upon circumstances – and where the costs are generally more significant; "fixed fees" are utilized where the cost of service is typically less, more predictable, where the City Council has decided to not recover the full cost of service, and/or when cost recovery is prescribed or limited to a specific dollar amount by statute.

When a citizen/applicant requests a service that is administered with a deposit against time and materials, they complete a processing agreement, acknowledging the deposit and that they will be charged the actual time and materials costs for the work performed. They also agree to provide additional deposits, if the costs exceed the initial deposit collected. The Finance Department sends a statement each month showing the individual charges to the project, and the applicant can follow up with Planning or Engineering with any questions about the work being performed.

The use of a deposit against time and materials approach has gained popularity in recent years, especially in the Planning and Engineering areas, because it provides a more effective means of holding both the City and the Applicant accountable for the costs of processing applications that can range from simple and uncomplicated, to complicated, controversial, and costly. It also provides the applicant with assurance that the City is not collecting fees in excess of the cost of providing the service. It is not the easiest method to administer, but the advantages appear to outweigh the cost.

Oakley's longstanding approach of using fixed fees where they appear to make more sense and deposits against time and materials for others is reflected in the attached Study and Resolution.

### The Resolution and Fee Schedule

The Resolution attached includes an Exhibit from the Study (Exhibit A of the Resolution) listing the fees Staff recommends be adopted. In addition to recommending fee adjustments that reflect changes in the cost of services or changes in the Consumer Price Index (CPI), the Exhibit includes new fees Staff recommends a two new fees related to taxicab permitting be established and added to the City's Fee Schedule. Adopting the Resolution would approve these changes and authorize Staff to update the City's Fee Schedule effective July 1, 2015.

### Fiscal Impact

The fiscal impact of the recommended action is not expected to be significant overall. The recommendations generally include minor increases and decreases to the existing fee levels. It is worth mentioning that in the Public Works area, increased regulations are increasing the time required to perform certain reviews, most notably for C3 compliance, and the number of staff hours have increased in some areas where the City has brought more of the work in-house, where overall costs are less. The resulting fee increases, where they are increasing, are thus generally smaller.

### Comparative Data

The Study - The attached Cost of Services Study contains background on the methodology of calculating the costs of services, an analysis comparing the updated costs to the prior study prepared in 2013, and a listing of what new fees and deposits would be appropriate, if the Council were to continue generally seeking full cost recovery.

Fee Comparisons - Staff has also updated its comparison of some of the largest and/or most common City's fees and deposits on a selected basis with those charged by Brentwood, Antioch, Pittsburg, and Concord, and it is included as Attachment 3 for your reference. While each jurisdiction structures its fees differently, we have provided comparable data, as close as we can discern; and it appears the proposed fees presented in the Study remain within the range of the group and very competitive.

### Recommendation and Alternatives

Staff recommends the Council adopt the attached resolution that establishes the fees listed therein.

The Council has a wide range of alternatives available with this item. A more significant change might be to depart from the "deposit against time and materials" approach and move towards fixed fees. As mentioned above, prior City Councils, and all of our local east county neighboring cities, have stayed with the time and materials approach for more involved



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activities, as it preserves a greater level of both Staff and Applicant accountability; however it is not the only approach available. Lesser significant changes might be to choose to modify the fee or deposit amounts for any of the individual services on the Proposed Fee Schedule (on Exhibit A to the Resolution).

### **Attachments**

1. Cost of Services Study
2. Resolution and Exhibit A to the Resolution
3. Comparison of selected fees/deposits to other local cities

City of Oakley  
Cost of Services Study  
2015 Update

For Presentation to the City Council  
April 28, 2015

## **City of Oakley Cost of Service Study**

### **Introduction**

The City's Strategic Plan includes a goal to assure that fees for City Services fully recover the cost of providing those services. The last time a full Cost of Service Study was prepared was in 2013. The attached study was prepared by Staff using a similar methodology. The purpose of the report is to assist in the implementation of the City's strategic goal and update the City's fees.

This Study includes a calculation of the cost of providing services offered by the Planning Department, Public Works/Engineering Department, General Administrative services, and the Police Department. The Study does not include a calculation of the cost of services provided by the Recreation Department or Building Department. Fees for services provided by these departments are adopted by separate actions of the City Council.

California statutes permit a City to set fees to recover the full cost of providing services. Fees cannot be levied in excess of the cost of service, or for general revenue purposes. A Cost of Service Study may be used as the basis to calculate and set fees to recover the full cost of providing services. It may also be used to make findings that the fees reflect a reasonable estimate of the cost of providing the applicable services.

### **Study Methodology**

The Cost of Service Study calculates the full cost of providing City services by applying the following steps:

1. Estimate the number of hours each staff member spends on each type of development processing application or other City service.
2. Determine the full cost hourly rate for each staff member. The full cost hourly rate includes salary and benefits costs, department support costs and a citywide indirect cost factor.
3. Multiply the number of hours of staff time by the applicable full cost hourly rate, to calculate the estimated cost of providing the service.

The City of Oakley typically collects deposits from applicants and charges processing fees on a time and materials basis. This is an effective method of recovering all actual costs. The Study facilitates and supports this method of cost recovery by providing a current estimate of the amount of the deposit that should be collected for each application of service.

## **Study Exhibits**

The Exhibits to the Study provide a detailed analysis of the methodology used to calculate the cost of providing each City service, and the proposed fees/deposits.

The Exhibits include the following information:

Exhibit A is a mock up of what the City Fee Schedule will look like with the new and updated fees, if approved as recommended. Some fees are proposed to be collected as fixed fees, and some are proposed to be collected as time and materials deposits with subsequent actual costs charged against the deposits. For the time and materials deposits, additional deposits may be collected in the event the original deposit is insufficient to recover the full cost of providing the service to a specific applicant. Likewise, at completion of processing, or if an application is withdrawn, unused deposits are returned to the applicant.

Exhibit B includes 1) the Fee Schedule adopted by the Council in 2013; 2) the proposed additions, deletions, and changes to the fee structure; 3) the estimated current average cost of providing each service; and 3) the proposed fees that would implement the City's goal of fully recovering the cost of processing development-related applications and for other City services.

The amounts from 2013 are included in Exhibit B's first set of columns as reference information. The fee descriptions also include a designation, where appropriate, indicating a fee/service type is new, one being changed, or if it is proposed for elimination.

The updated estimated cost of service, calculated by multiplying the staff hours in Exhibit C by the applicable full cost hourly rates in Exhibit D, is shown in Exhibit B's middle section.

The 2015 proposed fees are listed in Exhibit B's third set of columns. This is the same information presented in Exhibit A, but with an explanation of the basis of each fee proposed (e.g. cost of service or some other basis).

There are two basic exceptions to the City's goal of fully recovering the cost of providing services. First, there are certain fees the Council has previously directed staff to set at below the cost of service so as to encourage compliance or remove barriers that might prevent open public discourse. These included the following services:

- Copy of Meeting on Electronic Medium
- Home occupation permits
- Appeal by a non-applicant appellant
- Appeal of a decision to destroy, cut down or remove a protected tree

- Temporary road closure requests by non-profit applicants

For these select services, the fees are proposed to be increased only by a CPI factor since the last Study in 2013 (4.75%).

Second, certain police services are provided without a fee, such as abandoned and stolen vehicle services.

There are several new or restructured fees included in this Study. They include:

- New Taxicab Owners Permit Fee
- New Taxicab Drivers Permit Fee
- A split of the Final Map/Parcel Map into two separate fees

Exhibit C identifies the average number of hours each staff member typically spends on each City service assuming a relatively smooth and straightforward application or circumstance. It includes not only the review time in the office, but also meetings with the applicant and/or their representatives, meetings with other City staff as necessary to ensure applications are properly reviewed by all appropriate departments, and when a part of the process, it includes the time to prepare for, attend and/or present information at City Council meetings (the City Council currently acts as both Planning Commission and City Council related to development applications). It does not include the hours for staff members supervising, managing or supporting front-line staff. The cost of these management and support staff members is included in the indirect costs applied to the hourly rates.

The individual and cumulative hours used in the Study were reviewed by the City's Department Heads to assure the reasonableness of the estimated hours.

Exhibit D shows the calculation of the full cost hourly rates for each staff member. The City's analysis includes salary, fringe benefits, departmental indirect costs and citywide indirect costs. Total costs were divided by the number of hours an employee is typically available for City services (adjusting by such factors as paid leave and time off) to calculate a base hourly rate for each City employee and contract employee.

## **Summary**

The Cost of Service Study calculates the estimated cost incurred by the City in processing development related applications and in providing other public services. It recommends fees that meet, but do not exceed the cost of providing those services. It establishes reasonable deposits against which the actual time and material costs may be charged, and may be used as the basis for the findings required for the adoption of a fee schedule. It also addresses the City's

strategic objective to assure that fees fully reflect and recover the cost of City services, while allowing for certain exceptions to that goal, as a matter of public policy.

City of Oakley  
Schedule of Fees

Exhibit A

	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			Basis for proposed fees
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	
<b>GENERAL ADMINISTRATIVE SERVICES</b>					
Passport photos	\$17	\$15			Cost of service, not to exceed USPS fees (currently \$15)
Copying (8 1/2 x 11)		\$ .40 1st page \$.25 thereafter			No change
Copying (8 1/2 x 14)		\$ .65 1st page \$.50 thereafter			No change
Copying (11 x 17 or color copies)		\$1.00 1st page \$.75 thereafter			No change
Promotional items	n/a (1)	Cost + 10%			No change
Return check fee	\$58	\$58			Cost of service
Business license application	\$20	\$20			Cost of service
Zoning / subdivision map	n/a			Time and materials charge	Actual cost
General Plan copy	n/a			Time and materials charge	Actual cost
Subpoena services	n/a	\$24 per hour plus \$.10 per page			Maximum permitted by code
Subpoena Witness Fees	n/a		\$275	Per Day plus \$.575 per mile travel	Fee pursuant to AB 2612; mileage rate updated to IRS business rate.
Research & information services	n/a		Staff estimate	Time and materials charge	Actual cost
Administrative hearing	n/a			Time and materials charge	Actual cost
Administrative penalty citation	n/a	\$100		For 1st citation in 1 year; \$200 and \$500 for subsequent citations in 1 year	City ordinance
Copy of Meeting on flash drive	\$12	Varies, fee is cost of recording media only			Cost of recording media only
Filing Fee for Notice of Intent to Circulate an Initiative Petition	\$1,516		\$200	Deposit is refunded to the filer if, within one year of the date of filing the notice of intent, the elections official certifies the sufficiency of the petition.	Maximum permitted by code.

	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>PLANNING DEPARTMENT SERVICES</b>					
<b>VARIANCES:</b>					
Variances	\$2,950		\$2,900	Time and materials charge	Cost of service
<b>CONDITIONAL USE PERMITS:</b>					
Conditional Use Permit	\$3,765		\$3,500	Time and materials charge	Cost of service
Zoning Administrator Fees for Conditional Use Permit or Variance	\$572	\$572			Cost of service
<b>SIGN PERMITS:</b>					
Sign Permit Fees - Administrative Approval	\$71	\$71			Cost of service
Sign Permit Fees - Planning Commission Approval	\$357	\$357			Cost of service
<b>DEVELOPMENT PLANS/DESIGN REVIEWS:</b>					
Zoning Administrator Review repaint/re-façade	\$143	\$143			Cost of service
Zoning Administrator Review - All others	\$1,137	\$1,137			Cost of service
Planning Commission/City Council Review - Minor (ZA referrals, significant painting/facades)	\$2,463		\$2,400	Time and materials charge	Cost of service
Planning Commission/City Council Review - Major (Tent. Map- Homes, New Commercial/Industrial Construction)	\$4,071		\$4,000	Time and materials charge	Cost of service
<b>SUBDIVISIONS:</b>					
Major subdivisions	\$12,032		\$12,000	Plus \$100 per lot/unit over 50	Cost of service; Applicant pays any fees due to outside agencies
Parcel Maps (Minor subdivisions)	\$5,984		\$5,500	Time and materials charge	Cost of service; Applicant pays any fees due to outside agencies
Reversion to acreage	\$1,954		\$1,900	Time and materials charge	Cost of service; Applicant pays any fees due to outside agencies
Condo / conversion tentative map	\$8,227		\$7,000	Plus \$100 per lot/unit	Cost of service; Applicant pays any fees due to outside agencies
<b>REZONINGS:</b>					
Rezoning	\$6,574		\$6,500	Time and materials charge	Cost of service
<b>GENERAL &amp; SPECIFIC PLANS:</b>					
Preliminary Review ("Merit" Review for Applicant)	\$1,740	\$1,740			Cost of service
Completion of Review					
In-House completion	\$10,690		\$10,000	Time and materials charge	Cost of service
Consultant completion			Contract + 25%		Cost of service
<b>APPEALS:</b>					
Applicant appeal	\$1,625		\$1,500	Time and materials charge	Cost of service
Neighbor/Non-Applicant Appeal	\$1,625	\$102			Current fee plus CPI
City Council Member Appeal	\$1,625	\$0			Existing policy
<b>PERMIT EXTENSIONS:</b>					
Administrative	\$143	\$143			Cost of service
Public hearing	\$617	\$617			Cost of service



	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>TREES:</b>					
Application to destroy, cut down or remove protected tree	\$474		\$450	Per tree; only charged if not part of a project	Cost of service
Appeal of decision to destroy, cut down or remove protected tree	\$974	\$140		Per tree	Current fee plus CPI
Damage to protected tree (penalty)		Per OMC			Penalty calculated pursuant to Oakley Municipal Code section 9.1.1112
<b>OTHER FEES:</b>					
Additional HCP Application Review Fee (for applicable projects)	\$715		\$700	Time and materials charge	Cost of service
Geologic review	n/a		Contract + 25%	Time and materials charge	Actual cost
Gun ordinance annual license	\$198	\$198			Cost of service
Home occupation permit	\$143	\$102			Current fee plus CPI
Large Family Day Care	\$214	\$214			Cost of service
Mobile Vendor	\$112	\$112			Cost of service
<b>Development agreements:</b>					
Preliminary Review ("Merit" Review for Applicant)	\$3,515	\$500			Cost of service
Completion of Review	n/a		\$3,000	Time and materials charge	Cost of service
Construction and Debris Plan Fees (Solid Waste Diversion)	\$36	\$36			Cost of service
Unclassified Uses	\$715		Staff estimate	Time and materials charge	Actual cost
Residential Density Bonus Reivew	\$1,407		\$1,400	Time and materials charge	Cost of service
River Oaks Crossing Specific Plan Fee		---->		\$1.82 per square foot of leasable space developed at River Oaks Crossing	Actual cost

	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>PUBLIC WORKS SERVICES</b>					
<b>ENCROACHMENT PERMITS:</b>					
Small project (driveways, sidewalks, etc)	\$494	\$494		Plus \$500 bond (\$1,000 if occupied)	Cost of service, including USA utility locating
Large project (street excavation or engineering plan required)	\$785		\$785	Plus bond	Cost of service, including USA utility locating
Utility company and district projects	\$494		\$494		Cost of service, including USA utility locating
<b>ENCROACHMENT INSPECTIONS:</b>					
Small project (driveways, sidewalks, etc)	\$367	\$367			Cost of service
Large project	\$1,098		\$1,098		Cost of service
Utility company or district project	\$367		\$367		Cost of service
Work done without permits	\$456	\$456		Plus double inspection and permit fees	Cost of service
No inspection notification for permitted work	\$456	\$456		Plus inspection fees	Cost of service
<b>MISCELLANEOUS ROAD PERMIT APPLICATIONS:</b>					
House move review	\$581		\$581		Cost of service
House move inspection	\$244		\$244		Cost of service
Extra legal load	n/a	\$16		\$16 set by State; or \$100/yr + \$100 security deposit	Maximum permitted by code
Road closure permit, Ext / Mod (Major Utility Projects)	\$3,074	\$3,074			Cost of service
<b>TEMP ROAD CLOSURES; CONST; SPECIAL EVENTS:</b>					
Not for profit applicant	\$889	#REF!			Current fee plus CPI
For profit applicant	\$621	\$621			Cost of service
<b>SUBDIVISION MONUMENT CHECKING:</b>					
1 - 2 Monuments	\$532	\$532			Cost of service
3 - 5 Monuments	\$654	\$654			Cost of service
6 - 9 Monuments	\$776	\$776			Cost of service
10 or more new monuments	\$898	\$898		Plus \$66 per monument >10	Cost of service
Error resolution / Discussion	\$993	\$993			Cost of service
<b>MAP CHECKING:</b>					
Final map	\$6,768		\$6,500	Plus \$34/lot	Cost of service
Parcel Map	\$3,292		\$3,000	Plus \$34/lot	Cost of service
Base map revision	\$821	\$821		Plus County fee	Cost of service
Certificate of correction review	\$1,568		\$1,568		Cost of service
Amended map revision	\$1,568		\$1,500	Plus \$34/lot	Cost of service
<b>ROAD VACATIONS:</b>					
Map exists	\$2,244		\$2,244		Cost of service
No map exists	\$2,244		\$2,244		Cost of service
<b>ROAD MISCELLANEOUS:</b>					
Road name change - Public road	\$1,568	\$1,568		Plus \$265 for 1 intersection & \$64>1	Cost of service
Address change / Private road name change	\$784	\$784			Cost of service

	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>PUBLIC IMPROVEMENT PLAN REVIEW:</b>					
Plan review					
\$25,000 or less	\$4,053		\$4,000	Plus 8% of improvements	Cost of service
\$25,000 - \$50,000	\$6,254		\$6,000	Plus 6% of improvements	Cost of service
\$50,001 or more	\$7,636		\$7,500	Plus 2% of improvements > \$50,000	Cost of service
Landscaping plan review (Parks Department)	\$2,014		\$2,000	Plus 2% of improvements	Cost of service
Commercial Site Plan Review	\$7,799		\$7,500	Plus 2% of improvements	Cost of service
C.3 Compliance Review	\$4,238		\$4,200		Cost of service
Bridges or major structures	\$15,979		\$15,000	Plus 6% of improvements	Cost of service
<b>RELATED REVIEW:</b>					
Drainage review (no improvement plans)	\$2,411		\$2,400		Cost of service
Condition of approval compliance check (no improvement plans)	\$2,060		\$2,000		Cost of service
Certificate of compliance	\$2,867		\$2,800		Cost of service
Lot line adjustment	\$3,937		\$3,900		Cost of service
<b>PUBLIC IMPROVEMENT INSPECTION:</b>					
\$100,000 or less	\$10,963		\$6,000	Plus 6.5% of improvements	Cost of service
\$100,001 or more	\$25,840		\$15,000	Plus 4.5% of improvements > \$100,000	Cost of service
Commercial Site Plan Inspection	\$8,573		\$6,500	Plus 2% of improvements	
Bridges or major structures	\$24,274		\$14,000	Plus 7% of improvements	Cost of service
Landscaping (Parks Department)	\$4,024		\$3,500	Plus 8% of improvements	Cost of service
<b>FLOODPLAIN MANAGEMENT PROGRAM:</b>					
Flood zone determination - Office review	\$1,030	\$75		Per lot, \$402 max. for adjacent lots	Current fee plus CPI
Flood zone determination - Field visit review	\$1,030	\$376		Plus \$67/lot, \$734 max. for adj. lots	Current fee plus CPI
Floodplain management compliance	\$1,030	\$45		Per parcel	Current fee plus CPI
Floodplain permit application	\$2,060		\$2,000		Cost of service
Floodplain base map revision	\$2,060	\$52		Per lot	Current fee plus CPI
Floodplain map amendments	\$2,060		\$2,000		Cost of service
<b>GRADING:</b>					
Plan review:					
\$100,000 or less	\$5,274	\$3,000		Plus 3% of improvement value	Cost of service
\$100,001 or more	\$11,588		\$4,000	Plus 1% of amount over \$100,000	Cost of service
Inspection:					
\$100,000 or less	\$10,470	\$5,000		Plus 5% of improvement value	Cost of service
\$100,001 or more	\$20,240		\$6,000	Plus 4% of amount over \$100,000	Cost of service
Stock Pile Permit	\$2,752		\$2,700		Cost of service
<b>SPECIAL PERMITS &amp; LICENSES</b>					
Adult Business Permits	\$1,551		\$1,551		Cost of service
Massage Parlor Permits	\$1,081		\$1,081		Cost of service
Masseuse Permits	\$327	\$327		Ability to charge are subject to limits by State Law.	Cost of service
Bingo Licenses	\$357	\$357			Cost of service
Public Dance Licenses	\$357	\$357			Cost of service
Sound Amplification Permit	\$357	\$357			Cost of service
Taxicab Owner Permit	\$286	\$286		New Fee for 2015 Study	Cost of service
Taxicab Driver Permit	\$286	\$286		New Fee for 2015 Study	Cost of service

	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>POLICE SERVICES</b>					
Abandoned vehicle	\$63			No charge	Existing policy
Accident report - property damage only	n/a			Sheriff Department charge only	Existing policy
Accident report - Injury (1-20/20+ / Extensive)	n/a			Sheriff Department charge only	Existing policy
Citation sign-off / vehicle inspection – Resident	\$39			No charge	Existing policy
Citation sign-off / vehicle inspection – Non-resident	\$39	\$39			Cost of service
Clearance letter	n/a			Sheriff Department charge only	Existing policy
Concealed weapons fee	n/a			Sheriff Department charge only	Existing policy
Crime reports	n/a			Sheriff Department charge only	Existing policy
Curfew violations	n/a			No charge	Existing policy
DUI Emergency response cost recovery	n/a			Actual cost for staff, equipment, lab work.	Actual cost; GC 5130
False alarm response (greater than 2 in 30 days)	\$88	\$88		After 2 alarms in 30 days	Cost of service
Livescan applicant fingerprinting	\$21	\$21			Cost of service
Parties and nuisances – Subsequent calls for service	\$466			Hourly charge; \$415 minimum	Cost of service
Rotational Tow Application Fees	\$350	\$350			Cost of service
Special event permit –No ABC liquor license letter required	\$411	\$411			Cost of service
Special event – non-profit organization (with or without ABC letter)	\$411	\$411			Cost of service
Special event – wide vehicle escort/parades	n/a			Hourly charge; deposit set by PD	Actual cost
Second hand dealer license / Pawns	\$165	\$165		Plus Department of Justice fee	Cost of service
Solicitor / Peddler permits	\$245	\$245			Cost of service
Subpoena deposit – Ofc. civil cases/day	n/a			Sheriff Department charge only	Existing policy
Subpoena duces tecum (Per EC 1563)	n/a	\$24 per hour plus \$.10 per page		Per EC 1563	Maximum permitted by code
Vehicle abatement – Administrative fee	\$492	\$492			Cost of service
Stored vehicle release – Recovered stolen vehicle	\$21			No charge	Existing policy
Stored vehicle release	\$99	\$99			Cost of service
Police Call For Service Fee (by Agreement)				Hourly to the nearest 1/10 hour.	Actual cost
Parking Citation required by State		\$3		\$3 per parking citation	SB 1407- Ch 311, Statutes of 2008
<b>Notes:</b>					
(1) n/a indicates that there is not sufficient data to calculate the actual cost of service					
(2) CPI = 4.75% from December 2012 to December 2014 (the most recent US Dept of Labor CPI - SF-OAK-SJ).					

City of Oakley  
2015 Cost of Service Study  
Costs and Proposed Fee Schedule

Exhibit B

Report Dated April 28, 2015

	2013 FEE SCHEDULE			2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
	Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>GENERAL ADMINISTRATIVE SERVICES</b>								
Passport photos	\$15			\$17	\$15			Cost of service, not to exceed USPS fees (currently \$15)
Copying (8 1/2 x 11)	\$.40 1st page \$.25 thereafter				\$.40 1st page \$.25 thereafter			No change
Copying (8 1/2 x 14)	\$.65 1st page \$.50 thereafter				\$.65 1st page \$.50 thereafter			No change
Copying (11 x 17 or color copies)	\$1.00 1st page \$.75 thereafter				\$1.00 1st page \$.75 thereafter			No change
Promotional items	Cost + 10%			n/a (1)	Cost + 10%			No change
Return check fee	\$57			\$58	\$58			Cost of service
Business license application	\$16			\$20	\$20			Cost of service
Zoning / subdivision map			Time and materials charge	n/a			Time and materials charge	Actual cost
General Plan copy			Time and materials charge	n/a			Time and materials charge	Actual cost
Subpoena services	\$24 per hour plus \$.10 per page			n/a	\$24 per hour plus \$.10 per page			Maximum permitted by code
Subpoena Witness Fees	\$275		Per Day plus \$.565 per mile travel	n/a		275	Per Day plus \$.575 per mile travel	Fee pursuant to AB 2612; mileage rate updated to IRS business rate.
Research & information services		Staff estimate	Time and materials charge	n/a		Staff estimate	Time and materials charge	Actual cost
Administrative hearing			Time and materials charge	n/a			Time and materials charge	Actual cost
Administrative penalty citation	\$100		For 1st citation in 1 year; \$200 and \$500 for subsequent citations in 1 year	n/a	\$100		For 1st citation in 1 year; \$200 and \$500 for subsequent citations in 1 year	City ordinance
Copy of Meeting on flash drive, CD, or DVD				\$12	Varies, fee is cost of recording media only			Cost of recording media only
Filing Fee for Notice of Intent to Circulate an Initiative Petition		\$200	Deposit is refunded to the filer if, within one year of the date of filing the notice of intent, the elections official certifies the sufficiency of the petition.	\$1,516		\$200	Deposit is refunded to the filer if, within one year of the date of filing the notice of intent, the elections official certifies the sufficiency of the petition.	Maximum permitted by code.

	2013 FEE SCHEDULE			2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
	Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>PLANNING DEPARTMENT SERVICES</b>								
<b>VARIANCES:</b>								
Variances		\$2,856	Time and materials charge	\$2,950		\$2,900	Time and materials charge	Cost of service
<b>CONDITIONAL USE PERMITS:</b>								
Conditional Use Permit		\$3,807	Time and materials charge	\$3,765		\$3,500	Time and materials charge	Cost of service
Zoning Administrator Fees for Conditional Use Permit or Variance	\$550			\$572	\$572			Cost of service
<b>SIGN PERMITS:</b>								
Sign Permit Fees - Administrative Approval	\$69			\$71	\$71			Cost of service
Sign Permit Fees - Planning Commission Approval	\$344			\$357	\$357			Cost of service
<b>DEVELOPMENT PLANS/DESIGN REVIEWS:</b>								
Zoning Administrator Review repaint/re-façade	\$137			\$143	\$143			Cost of service
Zoning Administrator Review - All others	\$1,225			\$1,137	\$1,137			Cost of service
Planning Commission/City Council Review - Minor (ZA referrals, significant painting/facades)		\$2,538	Time and materials charge	\$2,463		\$2,400	Time and materials charge	Cost of service
Planning Commission/City Council Review - Major (Tent. Map- Homes, New Commercial/Industrial Construction)		\$3,363	Time and materials charge	\$4,071		\$4,000	Time and materials charge	Cost of service
<b>SUBDIVISIONS:</b>								
Major subdivisions		\$11,938	Plus \$100 per lot/unit over 50	\$12,032		\$12,000	Plus \$100 per lot/unit over 50	Cost of service; Applicant pays any fees due to outside agencies
Parcel Maps (Minor subdivisions)		\$5,237	Time and materials charge	\$5,984		\$5,500	Time and materials charge	Cost of service; Applicant pays any fees due to outside agencies
Reversion to acreage		\$1,903	Time and materials charge	\$1,954		\$1,900	Time and materials charge	Cost of service; Applicant pays any fees due to outside agencies
Condo / conversion tentative map		\$7,000	Plus \$100 per lot/unit	\$8,227		\$7,000	Plus \$100 per lot/unit	Cost of service; Applicant pays any fees due to outside agencies
<b>REZONINGS:</b>								
Rezoning		\$7,254	Time and materials charge	\$6,574		\$6,500	Time and materials charge	Cost of service
<b>GENERAL &amp; SPECIFIC PLANS:</b>								
Preliminary Review ("Merit" Review for Applicant)	\$1,740			\$1,740	\$1,740			Cost of service
Completion of Review								
In-House completion		\$9,699	Time and materials charge	\$10,690		\$10,000	Time and materials charge	Cost of service
Consultant completion		Contract + 25%				Contract + 25%		Cost of service
<b>APPEALS:</b>								
Applicant appeal		\$1,614	Time and materials charge	\$1,625		\$1,500	Time and materials charge	Cost of service
Neighbor/Non-Applicant Appeal	\$97			\$1,625	\$102			Current fee plus CPI
City Council Member Appeal	\$0			\$1,625	\$0			Existing policy
<b>PERMIT EXTENSIONS:</b>								
Administrative	\$137			\$143	\$143			Cost of service
Public hearing	\$603			\$617	\$617			Cost of service

	2013 FEE SCHEDULE			2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
	Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>TREES:</b>								
Application to destroy, cut down or remove protected tree		\$283	Per tree; only charged if not part of a project	\$474		\$450	Per tree; only charged if not part of a project	Cost of service
Appeal of decision to destroy, cut down or remove protected tree	\$134		Per tree	\$974	\$140		Per tree	Current fee plus CPI
Damage to protected tree (penalty)	Per OMC				Per OMC			Penalty calculated pursuant to Oakley Municipal Code section 9.1.1112
<b>OTHER FEES:</b>								
Additional HCP Application Review Fee (for applicable projects)		\$687	Time and materials charge	\$715		\$700	Time and materials charge	Cost of service
Geologic review		Contract + 25%	Time and materials charge	n/a		Contract + 25%	Time and materials charge	Actual cost
Gun ordinance annual license	\$188			\$198	\$198			Cost of service
Home occupation permit	\$97			\$143	\$102			Current fee plus CPI
Large Family Day Care	\$206			\$214	\$214			Cost of service
Mobile Vendor	\$101			\$112	\$112			Cost of service
Development agreements:								Cost of service
Preliminary Review ("Merit" Review for Applicant)	\$488			\$3,515	\$500			Cost of service
Completion of Review		\$5,000	Time and materials charge	n/a		\$3,000	Time and materials charge	Cost of service
Construction and Debris Plan Fees (Solid Waste Diversion)	\$34			\$36	\$36			Cost of service
Unclassified Uses		Staff estimate	Time and materials charge	\$715		Staff estimate	Time and materials charge	Actual cost
Residential Density Bonus Reivew		\$1,465	Time and materials charge	\$1,407		\$1,400	Time and materials charge	Cost of service
River Oaks Crossing Specific Plan Fee	---		\$1.82 per square foot of leasable space developed at River Oaks Crossing		---		\$1.82 per square foot of leasable space developed at River Oaks Crossing	Actual cost

	2013 FEE SCHEDULE			2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			Basis for proposed fees
	Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	
<b>PUBLIC WORKS SERVICES</b>								
<b>ENCROACHMENT PERMITS:</b>								
Small project (driveways, sidewalks, etc)	\$422		Plus \$500 bond (\$1,000 if occupied)	\$494	\$494		Plus \$500 bond (\$1,000 if occupied)	Cost of service, including USA utility locating
Large project (street excavation or engineering plan required)		\$774	Plus bond	\$785		\$785	Plus bond	Cost of service, including USA utility locating
Utility company and district projects		\$422		\$494		\$494		Cost of service, including USA utility locating
<b>ENCROACHMENT INSPECTIONS:</b>								
Small project (driveways, sidewalks, etc)	\$309			\$367	\$367			Cost of service
Large project		\$1,236		\$1,098		\$1,098		Cost of service
Utility company or district project		\$309		\$367		\$367		Cost of service
Work done without permits	\$485		Plus double inspection and permit fees	\$456	\$456		Plus double inspection and permit fees	Cost of service
No inspection notification for permitted work	\$485		Plus inspection fees	\$456	\$456		Plus inspection fees	Cost of service
<b>MISCELLANEOUS ROAD PERMIT APPLICATIONS:</b>								
House move review		\$352		\$581		\$581		Cost of service
House move inspection		\$309		\$244		\$244		Cost of service
Extra legal load	\$16		\$16 set by State; or \$100/yr + \$100 security deposit	n/a	\$16		\$16 set by State; or \$100/yr + \$100 security deposit	Maximum permitted by code
Road closure permit, Ext / Mod (Major Utility Projects)	\$784			\$3,074	\$3,074			Cost of service
<b>TEMP ROAD CLOSURES; CONST; SPECIAL EVENTS:</b>								
Not for profit applicant	\$50			\$889	\$52			Current fee plus CPI
For profit applicant	\$712			\$621	\$621			Cost of service
<b>SUBDIVISION MONUMENT CHECKING:</b>								
1 - 2 Monuments	\$360			\$532	\$532			Cost of service
3 - 5 Monuments	\$514			\$654	\$654			Cost of service
6 - 9 Monuments	\$669			\$776	\$776			Cost of service
10 or more new monuments	\$823		Plus \$66 per monument >10	\$898		\$898	Plus \$66 per monument >10	Cost of service
Error resolution / Discussion	\$864			\$993	\$993			Cost of service
<b>MAP CHECKING:</b>								
Final map		\$5,770	Plus \$34/lot	\$6,768		\$6,500	Plus \$34/lot	Cost of service
Parcel Map		\$5,770	Plus \$34/lot	\$3,292		\$3,000	Plus \$34/lot	Cost of service
Base map revision	\$1,114		Plus County fee	\$821	\$821		Plus County fee	Cost of service
Certificate of correction review		\$1,275		\$1,568		\$1,568		Cost of service
Amended map revision		\$1,978	Plus \$34/lot	\$1,568		\$1,500	Plus \$34/lot	Cost of service
<b>ROAD VACATIONS:</b>								
Map exists		\$1,488		\$2,244		\$2,244		Cost of service
No map exists		\$2,309		\$2,244		\$2,244		Cost of service
<b>ROAD MISCELLANEOUS:</b>								
Road name change - Public road	\$1,978		Plus \$265 for 1 intersection & \$64>1	\$1,568	\$1,568		Plus \$265 for 1 intersection & \$64>1	Cost of service
Address change / Private road name change	\$989			\$784	\$784			Cost of service



	2013 FEE SCHEDULE			2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
	Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>PUBLIC IMPROVEMENT PLAN REVIEW:</b>								
Plan review								
\$25,000 or less		\$4,324	Plus 8% of improvements	\$4,053		\$4,000	Plus 8% of improvements	Cost of service
\$25,000 - \$50,000		\$8,397	Plus 6% of improvements	\$6,254		\$6,000	Plus 6% of improvements	Cost of service
\$50,001 or more		\$15,969	Plus 2% of improvements > \$50,000	\$7,636		\$7,500	Plus 2% of improvements > \$50,000	Cost of service
Landscaping plan review (Parks Department)		\$1,476	Plus 2% of improvements	\$2,014		\$2,000	Plus 2% of improvements	Cost of service
Commercial Site Plan Review		\$6,831	Plus 2% of improvements	\$7,799		\$7,500	Plus 2% of improvements	Cost of service
C.3 Compliance Review		\$2,221		\$4,238		\$4,200		Cost of service
Bridges or major structures		\$15,831	Plus 6% of improvements	\$15,979		\$15,000	Plus 6% of improvements	Cost of service
<b>RELATED REVIEW:</b>								
Drainage review (no improvement plans)		\$2,389		\$2,411		\$2,400		Cost of service
Condition of approval compliance check (no improvement plans)		\$1,216		\$2,060		\$2,000		Cost of service
Certificate of compliance		\$2,772		\$2,867		\$2,800		Cost of service
Lot line adjustment		\$3,748		\$3,937		\$3,900		Cost of service
<b>PUBLIC IMPROVEMENT INSPECTION:</b>								
\$100,000 or less		\$5,888	Plus 6.5% of improvements	\$10,963		\$6,000	Plus 6.5% of improvements	Cost of service
\$100,001 or more		\$14,866	Plus 4.5% of improvements > \$100,000	\$25,840		\$15,000	Plus 4.5% of improvements > \$100,000	Cost of service
Commercial Site Plan Inspection		\$5,947	Plus 2% of improvements	\$8,573		\$6,500	Plus 2% of improvements	Cost of service
Bridges or major structures		\$14,045	Plus 7% of improvements	\$24,274		\$14,000	Plus 7% of improvements	Cost of service
Landscaping (Parks Department)		\$2,716	Plus 8% of improvements	\$4,024		\$3,500	Plus 8% of improvements	Cost of service
<b>FLOODPLAIN MANAGEMENT PROGRAM:</b>								
Flood zone determination - Office review	\$72		Per lot, \$402 max. for adjacent lots	\$1,030	\$75		Per lot, \$402 max. for adjacent lots	Current fee plus CPI
Flood zone determination - Field visit review	\$359		Plus \$67/lot, \$734 max. for adj. lots	\$1,030	\$376		Plus \$67/lot, \$734 max. for adj. lots	Current fee plus CPI
Floodplain management compliance	\$43		Per parcel	\$1,030	\$45		Per parcel	Current fee plus CPI
Floodplain permit application		\$1,157		\$2,060		\$2,000		Cost of service
Floodplain base map revision	\$50		Per lot	\$2,060	\$52		Per lot	Current fee plus CPI
Floodplain map amendments		\$1,568		\$2,060		\$2,000		Cost of service
<b>GRADING:</b>								
Plan review:								
\$100,000 or less		3.35%	Based on improvement value	\$5,274	\$3,000		Plus 3% of improvement value	Cost of service
\$100,001 or more		\$3,354	Plus 1% of amount over \$100,000	\$11,588		\$4,000	Plus 1% of amount over \$100,000	Cost of service
Inspection:								
\$100,000 or less		5.74%	Based on improvement value	\$10,470	\$5,000		Plus 5% of improvement value	Cost of service
\$100,001 or more		\$5,742	Plus 4% of amount over \$100,000	\$20,240		\$6,000	Plus 4% of amount over \$100,000	Cost of service
Stock Pile Permit		\$3,091		\$2,752		\$2,700		Cost of service
<b>SPECIAL PERMITS &amp; LICENSES</b>								
Adult Business Permits		\$1,462		\$1,551		\$1,551		Cost of service
Massage Parlor Permits		\$974		\$1,081		\$1,081		Cost of service
Masseuse Permits	\$210		Ability to charge are subject to limits by State Law.	\$327	\$327		Ability to charge are subject to limits by State Law.	Cost of service
Bingo Licenses	\$344			\$357	\$357			Cost of service
Public Dance Licenses	\$344			\$357	\$357			Cost of service
Sound Amplification Permit	\$344			\$357	\$357			Cost of service
Taxicab Owner Permit				\$286	\$286		New Fee for 2015 Study	Cost of service
Taxicab Driver Permit				\$286	\$286		New Fee for 2015 Study	Cost of service

City of Oakley  
 2015 Cost of Service Study  
 Costs and Proposed Fee Schedule

Exhibit B

Report Dated April 28, 2015

	2013 FEE SCHEDULE			2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES		
	Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment
<b>POLICE SERVICES</b>							
Abandoned vehicle			No charge	\$63		No charge	Existing policy
Accident report - property damage only			Sheriff Department charge only	n/a		Sheriff Department charge only	Existing policy
Accident report - Injury (1-20/20+ / Extensive)			Sheriff Department charge only	n/a		Sheriff Department charge only	Existing policy
Citation sign-off / vehicle inspection – Resident			No charge	\$39		No charge	Existing policy
Citation sign-off / vehicle inspection – Non-resident	\$39			\$39	\$39		Cost of service
Clearance letter			Sheriff Department charge only	n/a		Sheriff Department charge only	Existing policy
Concealed weapons fee			Sheriff Department charge only	n/a		Sheriff Department charge only	Existing policy
Crime reports			Sheriff Department charge only	n/a		Sheriff Department charge only	Existing policy
Curfew violations			No charge	n/a		No charge	Existing policy
DUI Emergency response cost recovery			Actual cost for staff, equipment, lab work.	n/a		Actual cost for staff, equipment, lab work.	Actual cost; GC 5130
False alarm response (greater than 2 in 30 days)	\$89		After 2 alarms in 30 days	\$88	\$88	After 2 alarms in 30 days	Cost of service
Livescan applicant fingerprinting	\$22			\$21	\$21		Cost of service
Parties and nuisances – Subsequent calls for service			Hourly charge; \$415 minimum	\$466		Hourly charge; \$415 minimum	Cost of service
Rotational Tow Application Fees	\$351			\$350	\$350		Cost of service
Special event permit –No ABC liquor license letter required	\$50			\$411	\$411		Cost of service
Special event – non-profit organization (with or without ABC letter)	\$50			\$411	\$411		Cost of service
Special event – wide vehicle escort/parades			Hourly charge; deposit set by PD	n/a		Hourly charge; deposit set by PD	Actual cost
Second hand dealer license / Pawns	\$150		Plus Department of Justice fee	\$165	\$165	Plus Department of Justice fee	Cost of service
Solicitor / Peddler permits	\$215			\$245	\$245		Cost of service
Subpoena deposit – Ofc. civil cases/day			Sheriff Department charge only	n/a		Sheriff Department charge only	Existing policy
Subpoena duces tecum (Per EC 1563)	\$24 per hour plus \$.10 per page		Per EC 1563	n/a	\$24 per hour plus \$.10 per page	Per EC 1563	Maximum permitted by code
Vehicle abatement – Administrative fee	\$494			\$492	\$492		Cost of service
Stored vehicle release – Recovered stolen vehicle			No charge	\$21		No charge	Existing policy
Stored vehicle release	\$100			\$99	\$99		Cost of service
Police Call For Service Fee (by Agreement)			Hourly to the nearest 1/10 hour.			Hourly to the nearest 1/10 hour.	Actual cost
Parking Citation required by State	\$3		\$3 per parking citation		\$3	\$3 per parking citation	SB 1407- Ch 311, Statutes of 2008
Notes:							
(1) n/a indicates that there is not sufficient data to calculate the actual cost of service							
(2) CPI = 4.75% from December 2012 to December 2014 (the most recent US Dept of Labor CPI - SF-OAK-SJ).							

	Senior Acct	Sr. Account. Tech.	Receptionist	Records Manager	City Attorney	City Clerk	Senior Planner	PW Administrative Specialist	City Engineer	Senior Engineer	Storm Water Engineer	Asst Engineer	PW Inspector	Park Maintenance Manager	Landscape Mtc Foreman	Police Chief	Police Officer	Police Service Assistant	Contract Services
<b>GENERAL ADMINISTRATIVE SERVICES</b>																			
Passport photos			0.67																
Copying (8 1/2 x 11)				0.08															
Copying (8 1/2 x 14)				0.08															
Copying (11 x 17 or color copies)				0.08															
Promotional items																			
Return check fee	0.25	0.33																	
Business license application		0.25																	
Zoning / subdivision map																			
General Plan copy																			
Subpoena services						2													
Subpoena witness fees																			
Research & information services																			
Administrative hearing						2													
Administrative penalty citation																			
Copy of Meeting on Flash Drive				0.66															
Filing Fee for Notice of Intent to Circulate a Initiative Petition						10													

	Senior Acct	Sr. Account. Tech.	Receptionist	Records Manager	City Attorney	City Clerk	Senior Planner	PW Administrative Specialist	City Engineer	Senior Engineer	Storm Water Engineer	Asst Engineer	PW Inspector	Park Maintenance Manager	Landscape Mtc Foreman	Police Chief	Police Officer	Police Service Assistant	Contract Services
<b>PLANNING DEPARTMENT SERVICES</b>																			
<b>VARIANCES:</b>																			
Variations					0.5		20												
<b>CONDITIONAL USE PERMITS:</b>																			
Conditional Use Permit					0.5		21		1	1	1	1							
Zoning Administrator Fees for Conditional Use Permit or Variance							4												
<b>SIGN PERMITS:</b>																			
Sign Permit Fees - Administrative Approval							0.5												
Sign Permit Fees - Planning Commission Approval							2.5												
<b>DEVELOPMENT PLANS/DESIGN REVIEWS:</b>																			
Zoning Administrator Review repaint/re-façade							1												
Zoning Administrator- All others							4			1	1	1		0.5		0.25			
PC/CC Review - Minor (ZA referrals, significant painting/façades)					1		12			1	1	1		0.5		0.25			
PC/CC Review - Major (tentative map-homes, new commercial/industrial construction)					1		18			3	2	3		0.5		0.25			
<b>SUBDIVISIONS:</b>																			
Major subdivisions					2		50		4	8	4	12		2					
Parcel Maps (Minor subdivisions)					1		23		2	4	2	8		0.5		0.25			
Reversion to acreage							5		2	2		4							
Condo / conversion tentative map					2		55												
<b>REZONINGS:</b>																			
Rezoning					2		35		1	2	1	4							
<b>GENERAL &amp; SPECIFIC PLANS:</b>																			
Preliminary Review ("Merit" Review for Applicant)					1		3		2	2	1	4							
Completion of Review:																			
In-House completion							55		4	4	2	8							
Consultant completion																			
<b>APPEALS:</b>																			
Applicant appeal			0.5		1		10												
Neighbor/Non-Applicant Appeal			0.5		1		10												
City Council Member Appeal			0.5		1		10												
<b>PERMIT EXTENSIONS:</b>																			
Administrative							1												
Public hearing					0.25		4												

	Senior Acct	Sr. Account. Tech.	Receptionist	Records Manager	City Attorney	City Clerk	Senior Planner	PW Administrative Specialist	City Engineer	Senior Engineer	Storm Water Engineer	Asst Engineer	PW Inspector	Park Maintenance Manager	Landscape Mtc Foreman	Police Chief	Police Officer	Police Service Assistant	Contract Services
<b>TREES:</b>																			
Application to destroy, cut down or remove protected tree							1.5			1				1					
Appeal of decision to destroy, cut down or remove protected tree							5			1				1					
Damage to protected tree (penalty)									1					1	1				
<b>OTHER FEES:</b>																			
Additional HCP Application Review Fee (for applicable projects)							5												
Geologic review																			
Gun ordinance annual license							1									0.25			
Home occupation							1												
Large Family Child Care							1.5												
Mobile vendor		0.5					0.5												
Development agreements:																			
Preliminary Review ("Merit" Review for Applicant)					50		100												
Completion of Review					1		2		2	10		8							
Construction and Debris Plan Fees (Solid Waste Diversion)							0.25												
Unclassified Uses							5												
Residential Density Bonus Review					3		6												
River Oaks Crossing Specific Plan Fee																			

	Senior Acct	Sr. Account. Tech.	Receptionist	Records Manager	City Attorney	City Clerk	Senior Planner	PW Administrative Specialist	City Engineer	Senior Engineer	Storm Water Engineer	Asst Engineer	PW Inspector	Park Maintenance Manager	Landscape Mtc Foreman	Police Chief	Police Officer	Police Service Assistant	Contract Services
<b>PUBLIC WORKS SERVICES</b>																			
<b>ENCROACHMENT PERMITS:</b>																			
Small project (driveways, sidewalks, etc)								2				2							
Large project (street excavation or engineering plan required)								2.5				4							
Utility company and district projects								2				2							
<b>ENCROACHMENT INSPECTIONS:</b>																			
Small project (driveways, sidewalks, etc)													1	2					
Large project													1	8					
Utility company or district project													1	2					
Work done without permits								1					1	2					
No inspection notification for permitted work								1					1	2					
<b>MISCELLANEOUS ROAD PERMIT APPLICATIONS:</b>																			
House move review								1					4						
House move inspection														2					
Extra legal load								1											
Road closure permit, Ext / Mod								4	2	8		8							
<b>TEMP ROAD CLOSURES; CONST; SPECIAL EVENTS:</b>																			
Not for profit applicant								4		1		2	1						
For profit applicant								1		1		2	1						
<b>SUBDIVISION MONUMENT CHECKING:</b>																			
1 - 2 Monuments										1		2	1						
3 - 5 Monuments										1		2	2						
6 - 9 Monuments										1		2	3						
10 or more new monuments										1		2	4						
Error resolution / Discussion									2	2		2							
<b>MAP CHECKING:</b>																			
Final map					1				4	20		20							
Parcel map									2	10		10							
Base map revision										2		4							
Certificate of correction review									2	4		4							
Amended map revision									2	4		4							
<b>ROAD VACATIONS:</b>																			
Map exists					1				2	4		8							
No map exists					1				2	4		8							
<b>ROAD MISCELLANEOUS:</b>																			
Road name change - Public road									2	4		4							
Address change / Private road name change									1	2		2							

	Senior Acct	Sr. Account. Tech.	Receptionist	Records Manager	City Attorney	City Clerk	Senior Planner	PW Administrative Specialist	City Engineer	Senior Engineer	Storm Water Engineer	Asst Engineer	PW Inspector	Park Maintenance Manager	Landscape Mtc Foreman	Police Chief	Police Officer	Police Service Assistant	Contract Services
<b>PUBLIC IMPROVEMENT PLAN REVIEW:</b>																			
Plan review																			
\$25,000 or less									2	8	2	16							
\$25,000 - \$50,000									3	12	4	24							
\$50,001 or more									4	20	6	20							
Landscaping plan review (Parks Department)									1	1		4		4	8				
Commercial Site Plan Review									4	12	6	32							
C.3 Compliance Review									1	4	8	16							
Bridges or major structures									4	16	6	20							60
<b>RELATED REVIEW:</b>																			
Drainage review (no improvement plans)									2	4	2	8							
Condition of approval compliance check (no improvement plans)									2	4		8							
Certificate of compliance					0.5		5		2	4		8							
Lot line adjustment					0.5		1		2	8		16							
<b>PUBLIC IMPROVEMENT INSPECTION:</b>																			
\$100,000 or less									2	8	8	24	40						
\$100,001 or more									4	16	16	60	100						
Commercial Site Plan Inspection									2	6	6	20	30						
Bridges or major structures									4	8	2	20	60						80
Landscaping (Parks Department)									1	1	2	8	8	4	10				
<b>FLOODPLAIN MANAGEMENT PROGRAM:</b>																			
Flood zone determination - Office review									1	2		4							
Flood zone determination - Field visit review									1	2		4							
Floodplain management compliance									1	2		4							
Floodplain permit application									2	4		8							
Floodplain base map revision									2	4		8							
Floodplain map amendments									2	4		8							
<b>GRADING:</b>																			
Plan review:																			
\$100,000 or less							0.5		2	12	2	20							
\$100,001 or more							0.5		4	20	4	30							20
Inspection:																			
\$100,000 or less									2	8	8	20	40						
\$100,001 or more									4	16	12	40	80						
Stock Pile Permit									1	4	1	4	10						
<b>SPECIAL PERMITS &amp; LICENSES</b>																			
Adult Business Permits		0.5			2		6									0.5	1	0.5	
Massage Parlor Permits		0.5			1		4									0.5	1	0.5	
Masseuse Permits		0.5														0.5	1	0.5	
Bingo Licenses							2.5												
Public Dance Licenses							2.5												
Sound Amplification Permit							2.5												
Taxicab Owner Permit																0.5	1	0.5	
Taxicab Driver Permit																0.5	1	0.5	

	Senior Acct	Sr. Account. Tech.	Receptionist	Records Manager	City Attorney	City Clerk	Senior Planner	PW Administrative Specialist	City Engineer	Senior Engineer	Storm Water Engineer	Asst Engineer	PW Inspector	Park Maintenance Manager	Landscape Mtc Foreman	Police Chief	Police Officer	Police Service Assistant	Contract Services
<b>POLICE SERVICES</b>																			
Abandoned vehicle																		1.5	
Accident report - property damage only								4											
Accident report - Injury (1-20/20+ / Extensive)																			
Citation sign-off / vehicle inspection – Resident																	0.25		
Citation sign-off / vehicle inspection – Non-resident																	0.25		
Clearance letter																			
Concealed weapons fee																			
Crime reports																			
Curfew violations																			
DUI / Emergency response cost recovery								4											
False alarm response (greater than 2 in 30 days)																	0.5	0.25	
Livescan applicant fingerprinting																		0.5	
Parties and nuisances – Subsequent calls for service																		3	
Rotational Tow Application Fees																		2.25	
Special event permit –No ABC liquor license letter required								4								0.25			
Special event – non-profit organization (with or without ABC Letter)								4								0.25			
Special event – wide vehicle escort/parades								4								0.5	3		
Second hand dealer license / Pawns																0.75			
Solicitor / Peddler permits		1														0.75			
Subpoena deposit – Ofc. civil cases/day																			
Subpoena duces tecum (Per EC 1563)																			
Vehicle abatement – Administrative fee																			1
Stored vehicle release – Recovered stolen vehicle																			0.5
Stored vehicle release																	0.5	0.5	
Police Call For Service Fee (by Agreement)																	1		
Parking Citation required by State																			



City of Oakley  
2015 Cost of Service Study  
Costs and Proposed Fee Schedule

Exhibit D

Report Dated April 28, 2015

	Senior Accountant	Sr. Account Tech.	Receptionist	Records Manager	City Attorney	City Clerk	Senior Planner	PW Administrative Specialist	City Engineer	Senior Engineer	Storm Water Engineer	Asst Engineer	PW Inspector	Parks Maintenance Manager	Landscape Mtc Foreman	Police Chief	Police Officer	Police Service Assistant	Other Contract Services
Hourly rate	\$124	\$80	\$26	\$61	\$183	\$150	\$143	\$89	\$209	\$164	\$175	\$123	\$122	\$95	\$96	\$220	\$155	\$42	\$150
S&B or \$/Hr	\$ 130,600	\$ 88,511	\$ 28,600	\$ 67,320	\$ 175	\$ 132,312	\$ 129,415	\$ 85,420	\$ 200,585	\$ 157,482	\$ 105	\$ 118,005	\$ 116,810	\$ 95,687	\$ 96,972	\$ 339,197	\$ 239,506	\$ 64,665	
COH	35.3%	35.3%	35.3%	35.3%	1.0%	35.3%	55.7%	53.0%	53.0%	53.0%	53.0%	53.0%	53.0%	47.1%	47.1%	13.5%	13.5%	13.5%	
DOH	16.8%	10.2%	10.2%	10.2%	3.7%	10.2%	21.0%	13.9%	13.9%	13.9%	13.9%	13.9%	13.9%	11.5%	11.5%	0.0%	0.0%	0.0%	
<b>Analysis of Hours:</b>																			
					City Staff	PD													
Full Time Total					2,080	2,080													
Less:																			
Vacation (3 wks avg/yr)					(120)	(120)													
Sick (12 days/yr)					(96)	(96)													
Breaks/Donning & Daufing (30 min/day)					(107)	(114)													
Holidays (12+2 floating/yr)					(112)														
Tracking Time/City Meetings					(45)														
Productive Hours					1,600	1,750													
<b>Sources</b>																			
S&B - FT 2014-15 Salary and Benefit Costs for City Employees, annualized if employee is part-time; County PD Book for FY 2015-16																			
\$/Hr - Per Agreements for hourly outside Contractors																			
COH = City Overhead. Overhead rates were retained from the 2014-15 rate calculations; updated as necessary to reflect organizational changes.																			
DOH = Department Overhead. Overhead rates were retained from the 2014-15 rate calculations, updated as necessary to reflect organizational changes.																			

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
REVISING FEES FOR PLANNING, PUBLIC WORKS, POLICE, AND  
GENERAL ADMINISTRATIVE SERVICES**

WHEREAS, by Ordinance No. 01-99, adopted on July 1, 1999, the City Council of the City of Oakley provided for the continuation of all Contra Costa County ordinances, resolutions, rules, and regulations applicable to the City of Oakley area, including Contra Costa County ordinances and/or resolutions related to fees applicable to certain services provided by the City; and

WHEREAS, by Ordinance No. 7-99, adopted July 1, 1999, the City Council of the City of Oakley continued in effect all Contra Costa County fees, rates, and charges applicable in the City; and

WHEREAS, by Resolution No. 86-01, adopted September 10, 2001, the City Council adopted certain listed additional fees established to fund certain services provided by the Oakley Police Department; and

WHEREAS, by Resolution No. 84-03, adopted November 23, 2003, the City Council adopted updated fees for planning, public works, police and general administrative services; and

WHEREAS, by Resolution No. 135-06, adopted October 9, 2006, the City Council adopted updated fees for planning, public works, police and general administrative services; and

WHEREAS, by Resolution No. 112-09, adopted August 14, 2009, the City Council adopted updated fees for planning, public works, police and general administrative services; and

WHEREAS, by Resolution No. 61-11, adopted May 10, 2011, the City Council adopted updated fees for planning, public works, police and general and administrative services; and

WHEREAS by Resolution No. 33-13, adopted April 23, 2013, the City Council adopted updated fees for planning, public works, police and general and administrative services; and

WHEREAS, City Staff has prepared the attached report entitled City of Oakley Cost of Service Study ("Report"), presented to the Council on April 28, 2015, and which was available for public review 10 days before the public hearing regarding updating the City's fees; and

WHEREAS, the Report calculates the costs that the City incurs in providing services to project applicants, and compares the costs of providing such services with the fees presented to the Council in 2013; and

WHEREAS, the Report concludes that the for some services, the City presently does not recover from existing service fees the full cost of providing the services listed in the Report to those requesting such services; and

WHEREAS, the Report recommends revising the existing City service fees to recover the full, lawfully-recoverable costs incurred by the City in providing services to those who request them; and

WHEREAS, in accordance with Government Code Section 50076, fees that do not exceed the reasonable cost of providing the service or regulatory activity for which the fees are charged and which are not levied for general revenue purposes are not special taxes as defined in Article 3.5 of the Government Code; and

WHEREAS, in accordance with Government Code Section 66014, local agency fees for zoning variances, use permits, building inspections, building permits, filing and processing applications and petitions filed with the local agency formation commission or conducting proceedings filed under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code § 56000 *et seq.*), processing maps under the Subdivision Map Act (Government Code § 66410 *et seq.*), or planning services shall not exceed the estimated reasonable cost of providing the service for which the fee is charged, and fee amounts in excess of the estimated reasonable cost of providing the service for which the fee is charged must be submitted to, and approved by, the voters; and

WHEREAS, in accordance with Government Code Section 65104, fees to support the work of planning agencies shall not exceed the reasonable cost of providing the service for which the fee is charged; and

WHEREAS, in accordance with Government Code Section 65456, legislative bodies may, after adopting a specific plan, impose a specific plan fee upon persons seeking governmental approvals which are required to be consistent with the specific plan, and such fees shall, in the aggregate, defray but not exceed the cost of preparation, adoption and administration of the specific plan; and

WHEREAS, in accordance with Government Code Section 65909.5, reasonable city fees for the processing of use permits, zone variances, or zone changes shall not exceed the amount reasonably required to administer the processing of such permits, zone variances or changes; and

WHEREAS, in accordance with Government Code Section 66451.2, reasonable local agency fees for the processing of tentative, final, and parcel maps shall not exceed the amount reasonably required by the agency; and

WHEREAS, Evidence Code Section 1563 authorizes the recovery of reasonable costs for the production of subpoenaed business records, including the records local governments, and provides for the maximum fees that may be recovered; and

WHEREAS, the Report includes estimates of the reasonable costs—including personnel, maintenance and operation, professional services, and capital costs—of providing services by various City departments to those who request such services; and

WHEREAS, the Report recommends charging fees to recover up to the full cost of providing planning, public works, police and general administrative services to those who request them, with only a few exceptions. The Council has determined that application fees for home occupancy permits, appeals of decisions to destroy, cut down or move a protected tree, other non-applicant appeals, certain administrative fees, and certain police services should be less than their full cost to encourage participation in local government and family-oriented small business development that benefits the entire community; and

WHEREAS, fees adopted pursuant to Government Code Sections 66014, 65104, 65456, 65909.5, and 66451.2, and Health and Safety Code Sections 17951, 19132.3, and 19852, are to be imposed pursuant to Section 66016 of the Government Code, which imposes certain procedural requirements; and

WHEREAS, in accordance Government Code Section 66016, at least 14 days prior to the public hearing at which this Resolution was adopted, notice of the time and place of the hearing was mailed to eligible interested parties who filed written requests with the City for mailed notice of meetings on new or increased fees or service charges; and

WHEREAS, in accordance with the Government Code 66016, the Report was available for public review and comment for 10 days prior to the public hearing at which this Resolution was adopted; and

WHEREAS, 10 days advance notice of the public hearing at which this Resolution was adopted was given by publication in accordance with Section 6062a of the Government Code; and

## **FINDINGS**

WHEREAS, the City Council of the City of Oakley finds as follows:

A. The purpose of the fees set forth in this resolution is to recover up to the full, lawfully recoverable costs incurred by the City in providing development-related and other services, and such fees are not levied for general revenue purposes.

B. After consideration of the Report, the testimony received at the noticed

public hearing regarding this Resolution, the staff report, the background documents to the staff report, and all correspondence received (together, "Record"), the City Council of the City of Oakley approves and adopts the proposed new fees attached as Exhibit A to this Resolution.

C. Adoption of the fees set forth in this resolution is intended to recover costs necessary to maintain the services within the City for which the fees are charged. The City currently provides the services listed in this resolution, and the fees set forth in this resolution will be used to maintain current service levels. As such, such fees as they relate to provision of development-related services within the City are not a "project" within the meaning of the California Environmental Quality Act (Public Resources Code § 21080(b)(8)(D)).

D. In adopting the fees set forth in this resolution, the City Council of the City of Oakley is exercising its powers under Article XI, Section 7 of the California Constitution.

E. The Record establishes that the costs listed in the Report as those incurred by the City in providing planning, public works, police, and general administrative services to those who request them are reasonable estimates of the cost of providing such services, and that the revisions recommended in the Report to existing fees for such services are necessary to recover the reasonable, estimated cost of providing such services in accordance with the analyses contained in the Report.

### **ADOPTION OF FEES**

NOW, THEREFORE, the City Council of the City of Oakley does resolve as follows:

1. Definitions.

a. "Applicant" shall mean any person required by the City of Oakley Code or other applicable law to apply to the City of Oakley seeking a permit or other approval or services or to file documents, including but not limited to maps. "Applicant" shall also mean any person who: (i) is permitted by the City of Oakley Municipal Code or other applicable law to apply to the City of Oakley seeking a permit or other approval or services or to file documents, including, but not limited to maps, and who (ii) actually applies to the City seeking such permit or other approval or services or files such documents.

b. "Development Projects" shall mean the construction, alteration or addition, other than by the City of Oakley, of any building or structure within the City of Oakley, and any use of land, other than by the City of Oakley, including, but not limited to, subdivision of land, within the City of Oakley that is subject pursuant to the City of Oakley Municipal Code or other applicable law to first seeking and obtaining from the City a permit or other approval or services or to first filing documents, including, but not

limited to, maps with the City.

c. "Fees" shall mean the charge or charges imposed for the provision of services to recover the costs incurred by the City in providing the services subject to the fees.

2. City Services Fees Imposed.

Fees shall be imposed and paid at the times, and in the amounts, and otherwise apply and be administered as prescribed in this resolution.

3. Time for Payment of Fees.

All fees are due and payable at the time services subject to the fees are requested from the City. In the case of fees calculated on a time and materials basis, the amounts on the City's updated Fee Schedule shall be deposited with the City upon the submission of an application for a permit or other approval, upon a request for other related services, and when filing related documents, including, but not limited to, maps.

4. Fees Amounts.

The amounts of fees or deposits shall be as specified in the City's Fee Schedule as amended by Exhibit A attached hereto.

The Report calculates the current full cost hourly rates for staff time as the basis for fees that are charged on a time and material basis or against deposits. The City Manager is authorized to charge the full cost hourly rates for services provided.

5. Use of Fees Revenue.

The revenues received by payment of the fees and deposits shall be used to fund the estimated reasonable cost of providing the services for which the fees and deposits are charged, and the revenues shall not be used for general revenue purposes.

6. Subsequent Analysis and Revision of the Fees.

The fees and deposit amounts set herein are adopted and implemented by the City Council in reliance on the Record identified above. The City may continue to conduct further study and analysis to determine whether any of the City Fees need further revision. When additional information is available, the City Council may review the fees to determine that the fees amounts do not exceed the estimated reasonable cost of providing the services for which the fees are charged.

7. Effective Date.

This resolution shall become effective immediately. In accordance with Government Code Section 66017, the fees shall be effective no less than 60 days from the effective date of this resolution and, upon becoming effective, shall supersede existing fees for the same services. By this resolution, Staff is authorized to update the City Fee Schedule for the changes in the Exhibit attached hereto to become effective on July 1, 2015.

8. Severability.

The fees and all portions of this resolution are severable. Should any of the fees or any portion of this resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining fees and/or resolution portions shall be and continue in full force and effect, except as to those fees and/or resolution portions that have been adjudged invalid. The City Council of the City of Oakley hereby declares that it would have adopted each of the fees and this resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more of the fees or sections, subsections, clauses, sentences, phrases or other portions of this resolution may be held invalid or unconstitutional.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the 28th day of April 2015 by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED: \_\_\_\_\_  
Doug Hardcastle, MAYOR

ATTEST:

\_\_\_\_\_  
Libby Vreonis, CITY CLERK

	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>GENERAL ADMINISTRATIVE SERVICES</b>					
Passport photos	\$17	\$15			Cost of service, not to exceed USPS fees (currently \$15)
Copying (8 1/2 x 11)		\$.40 1st page \$.25 thereafter			No change
Copying (8 1/2 x 14)		\$.65 1st page \$.50 thereafter			No change
Copying (11 x 17 or color copies)		\$1.00 1st page \$.75 thereafter			No change
Promotional items	n/a (1)	Cost + 10%			No change
Return check fee	\$58	\$58			Cost of service
Business license application	\$20	\$20			Cost of service
Zoning / subdivision map	n/a			Time and materials charge	Actual cost
General Plan copy	n/a			Time and materials charge	Actual cost
Subpoena services	n/a	\$24 per hour plus \$.10 per page			Maximum permitted by code
Subpoena Witness Fees	n/a		\$275	Per Day plus \$.575 per mile travel	Fee pursuant to AB 2612; mileage rate updated to IRS business rate.
Research & information services	n/a		Staff estimate	Time and materials charge	Actual cost
Administrative hearing	n/a			Time and materials charge	Actual cost
Administrative penalty citation	n/a	\$100		For 1st citation in 1 year; \$200 and \$500 for subsequent citations in 1 year	City ordinance
Copy of Meeting on flash drive	\$12	Varies, fee is cost of recording media only			Cost of recording media only
Filing Fee for Notice of Intent to Circulate an Initiative Petition	\$1,516		\$200	Deposit is refunded to the filer if, within one year of the date of filing the notice of intent, the elections official certifies the sufficiency of the petition.	Maximum permitted by code.



	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>PLANNING DEPARTMENT SERVICES</b>					
<b>VARIANCES:</b>					
Variances	\$2,950		\$2,900	Time and materials charge	Cost of service
<b>CONDITIONAL USE PERMITS:</b>					
Conditional Use Permit	\$3,765		\$3,500	Time and materials charge	Cost of service
Zoning Administrator Fees for Conditional Use Permit or Variance	\$572	\$572			Cost of service
<b>SIGN PERMITS:</b>					
Sign Permit Fees - Administrative Approval	\$71	\$71			Cost of service
Sign Permit Fees - Planning Commission Approval	\$357	\$357			Cost of service
<b>DEVELOPMENT PLANS/DESIGN REVIEWS:</b>					
Zoning Administrator Review repaint/re-façade	\$143	\$143			Cost of service
Zoning Administrator Review - All others	\$1,137	\$1,137			Cost of service
Planning Commission/City Council Review - Minor (ZA referrals, significant painting/facades)	\$2,463		\$2,400	Time and materials charge	Cost of service
Planning Commission/City Council Review - Major (Tent. Map- Homes, New Commercial/Industrial Construction)	\$4,071		\$4,000	Time and materials charge	Cost of service
<b>SUBDIVISIONS:</b>					
Major subdivisions	\$12,032		\$12,000	Plus \$100 per lot/unit over 50	Cost of service; Applicant pays any fees due to outside agencies
Parcel Maps (Minor subdivisions)	\$5,984		\$5,500	Time and materials charge	Cost of service; Applicant pays any fees due to outside agencies
Reversion to acreage	\$1,954		\$1,900	Time and materials charge	Cost of service; Applicant pays any fees due to outside agencies
Condo / conversion tentative map	\$8,227		\$7,000	Plus \$100 per lot/unit	Cost of service; Applicant pays any fees due to outside agencies
<b>REZONINGS:</b>					
Rezoning	\$6,574		\$6,500	Time and materials charge	Cost of service
<b>GENERAL &amp; SPECIFIC PLANS:</b>					
Preliminary Review ("Merit" Review for Applicant)	\$1,740	\$1,740			Cost of service
Completion of Review					
In-House completion	\$10,690		\$10,000	Time and materials charge	Cost of service
Consultant completion			Contract + 25%		Cost of service
<b>APPEALS:</b>					
Applicant appeal	\$1,625		\$1,500	Time and materials charge	Cost of service
Neighbor/Non-Applicant Appeal	\$1,625	\$102			Current fee plus CPI
City Council Member Appeal	\$1,625	\$0			Existing policy
<b>PERMIT EXTENSIONS:</b>					
Administrative	\$143	\$143			Cost of service
Public hearing	\$617	\$617			Cost of service

	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>TREES:</b>					
Application to destroy, cut down or remove protected tree	\$474		\$450	Per tree; only charged if not part of a project	Cost of service
Appeal of decision to destroy, cut down or remove protected tree	\$974	\$140		Per tree	Current fee plus CPI
Damage to protected tree (penalty)		Per OMC			Penalty calculated pursuant to Oakley Municipal Code section 9.1.1112
<b>OTHER FEES:</b>					
Additional HCP Application Review Fee (for applicable projects)	\$715		\$700	Time and materials charge	Cost of service
Geologic review	n/a		Contract + 25%	Time and materials charge	Actual cost
Gun ordinance annual license	\$198	\$198			Cost of service
Home occupation permit	\$143	\$102			Current fee plus CPI
Large Family Day Care	\$214	\$214			Cost of service
Mobile Vendor	\$112	\$112			Cost of service
<b>Development agreements:</b>					
Preliminary Review ("Merit" Review for Applicant)	\$3,515	\$500			Cost of service
Completion of Review	n/a		\$3,000	Time and materials charge	Cost of service
Construction and Debris Plan Fees (Solid Waste Diversion)	\$36	\$36			Cost of service
Unclassified Uses	\$715		Staff estimate	Time and materials charge	Actual cost
Residential Density Bonus Reivew	\$1,407		\$1,400	Time and materials charge	Cost of service
River Oaks Crossing Specific Plan Fee		---		\$1.82 per square foot of leasable space developed at River Oaks Crossing	Actual cost

	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>PUBLIC WORKS SERVICES</b>					
<b>ENCROACHMENT PERMITS:</b>					
Small project (driveways, sidewalks, etc)	\$494	\$494		Plus \$500 bond (\$1,000 if occupied)	Cost of service, including USA utility locating
Large project (street excavation or engineering plan required)	\$785		\$785	Plus bond	Cost of service, including USA utility locating
Utility company and district projects	\$494		\$494		Cost of service, including USA utility locating
<b>ENCROACHMENT INSPECTIONS:</b>					
Small project (driveways, sidewalks, etc)	\$367	\$367			Cost of service
Large project	\$1,098		\$1,098		Cost of service
Utility company or district project	\$367		\$367		Cost of service
Work done without permits	\$456	\$456		Plus double inspection and permit fees	Cost of service
No inspection notification for permitted work	\$456	\$456		Plus inspection fees	Cost of service
<b>MISCELLANEOUS ROAD PERMIT APPLICATIONS:</b>					
House move review	\$581		\$581		Cost of service
House move inspection	\$244		\$244		Cost of service
Extra legal load	n/a	\$16		\$16 set by State; or \$100/yr + \$100 security deposit	Maximum permitted by code
Road closure permit, Ext / Mod (Major Utility Projects)	\$3,074	\$3,074			Cost of service
<b>TEMP ROAD CLOSURES; CONST; SPECIAL EVENTS:</b>					
Not for profit applicant	\$889	#REF!			Current fee plus CPI
For profit applicant	\$621	\$621			Cost of service
<b>SUBDIVISION MONUMENT CHECKING:</b>					
1 - 2 Monuments	\$532	\$532			Cost of service
3 - 5 Monuments	\$654	\$654			Cost of service
6 - 9 Monuments	\$776	\$776			Cost of service
10 or more new monuments	\$898	\$898		Plus \$66 per monument >10	Cost of service
Error resolution / Discussion	\$993	\$993			Cost of service
<b>MAP CHECKING:</b>					
Final map	\$6,768		\$6,500	Plus \$34/lot	Cost of service
Parcel Map	\$3,292		\$3,000	Plus \$34/lot	Cost of service
Base map revision	\$821	\$821		Plus County fee	Cost of service
Certificate of correction review	\$1,568		\$1,568		Cost of service
Amended map revision	\$1,568		\$1,500	Plus \$34/lot	Cost of service
<b>ROAD VACATIONS:</b>					
Map exists	\$2,244		\$2,244		Cost of service
No map exists	\$2,244		\$2,244		Cost of service
<b>ROAD MISCELLANEOUS:</b>					
Road name change - Public road	\$1,568	\$1,568		Plus \$265 for 1 intersection & \$64>1	Cost of service
Address change / Private road name change	\$784	\$784			Cost of service

	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>PUBLIC IMPROVEMENT PLAN REVIEW:</b>					
Plan review					
\$25,000 or less	\$4,053		\$4,000	Plus 8% of improvements	Cost of service
\$25,000 - \$50,000	\$6,254		\$6,000	Plus 6% of improvements	Cost of service
\$50,001 or more	\$7,636		\$7,500	Plus 2% of improvements > \$50,000	Cost of service
Landscaping plan review (Parks Department)	\$2,014		\$2,000	Plus 2% of improvements	Cost of service
Commercial Site Plan Review	\$7,799		\$7,500	Plus 2% of improvements	Cost of service
C,3 Compliance Review	\$4,238		\$4,200		Cost of service
Bridges or major structures	\$15,979		\$15,000	Plus 6% of improvements	Cost of service
<b>RELATED REVIEW:</b>					
Drainage review (no improvement plans)	\$2,411		\$2,400		Cost of service
Condition of approval compliance check (no improvement plans)	\$2,060		\$2,000		Cost of service
Certificate of compliance	\$2,867		\$2,800		Cost of service
Lot line adjustment	\$3,937		\$3,900		Cost of service
<b>PUBLIC IMPROVEMENT INSPECTION:</b>					
\$100,000 or less	\$10,963		\$6,000	Plus 6.5% of improvements	Cost of service
\$100,001 or more	\$25,840		\$15,000	Plus 4.5% of improvements > \$100,000	Cost of service
Commercial Site Plan Inspection	\$8,573		\$6,500	Plus 2% of improvements	
Bridges or major structures	\$24,274		\$14,000	Plus 7% of improvements	Cost of service
Landscaping (Parks Department)	\$4,024		\$3,500	Plus 8% of improvements	Cost of service
<b>FLOODPLAIN MANAGEMENT PROGRAM:</b>					
Flood zone determination - Office review	\$1,030	\$75		Per lot, \$402 max. for adjacent lots	Current fee plus CPI
Flood zone determination - Field visit review	\$1,030	\$376		Plus \$67/lot, \$734 max. for adj. lots	Current fee plus CPI
Floodplain management compliance	\$1,030	\$45		Per parcel	Current fee plus CPI
Floodplain permit application	\$2,060		\$2,000		Cost of service
Floodplain base map revision	\$2,060	\$52		Per lot	Current fee plus CPI
Floodplain map amendments	\$2,060		\$2,000		Cost of service
<b>GRADING:</b>					
Plan review:					
\$100,000 or less	\$5,274	\$3,000		Plus 3% of improvement value	Cost of service
\$100,001 or more	\$11,588		\$4,000	Plus 1% of amount over \$100,000	Cost of service
Inspection:					
\$100,000 or less	\$10,470	\$5,000		Plus 5% of improvement value	Cost of service
\$100,001 or more	\$20,240		\$6,000	Plus 4% of amount over \$100,000	Cost of service
Stock Pile Permit	\$2,752		\$2,700		Cost of service
<b>SPECIAL PERMITS &amp; LICENSES</b>					
Adult Business Permits	\$1,551		\$1,551		Cost of service
Massage Parlor Permits	\$1,081		\$1,081		Cost of service
Masseuse Permits	\$327	\$327		Ability to charge are subject to limits by State Law.	Cost of service
Bingo Licenses	\$357	\$357			Cost of service
Public Dance Licenses	\$357	\$357			Cost of service
Sound Amplification Permit	\$357	\$357			Cost of service
Taxicab Owner Permit	\$286	\$286		New Fee for 2015 Study	Cost of service
Taxicab Driver Permit	\$286	\$286		New Fee for 2015 Study	Cost of service

	2015 ESTIMATED AVG COST OF SERVICE	2015 PROPOSED FEES			
		Fixed Fee	Time and Material Deposit	Additional Fee or Deposit Comment	Basis for proposed fees
<b>POLICE SERVICES</b>					
Abandoned vehicle	\$63			No charge	Existing policy
Accident report - property damage only	n/a			Sheriff Department charge only	Existing policy
Accident report - Injury (1-20/20+ / Extensive)	n/a			Sheriff Department charge only	Existing policy
Citation sign-off / vehicle inspection - Resident	\$39			No charge	Existing policy
Citation sign-off / vehicle inspection - Non-resident	\$39	\$39			Cost of service
Clearance letter	n/a			Sheriff Department charge only	Existing policy
Concealed weapons fee	n/a			Sheriff Department charge only	Existing policy
Crime reports	n/a			Sheriff Department charge only	Existing policy
Curfew violations	n/a			No charge	Existing policy
DUI Emergency response cost recovery	n/a			Actual cost for staff, equipment, lab work.	Actual cost; GC 5130
False alarm response (greater than 2 in 30 days)	\$88	\$88		After 2 alarms in 30 days	Cost of service
Livescan applicant fingerprinting	\$21	\$21			Cost of service
Parties and nuisances - Subsequent calls for service	\$466			Hourly charge; \$415 minimum	Cost of service
Rotational Tow Application Fees	\$350	\$350			Cost of service
Special event permit -No ABC liquor license letter required	\$411	\$411			Cost of service
Special event - non-profit organization (with or without ABC letter)	\$411	\$411			Cost of service
Special event - wide vehicle escort/parades	n/a			Hourly charge; deposit set by PD	Actual cost
Second hand dealer license / Pawns	\$165	\$165		Plus Department of Justice fee	Cost of service
Solicitor / Peddler permits	\$245	\$245			Cost of service
Subpoena deposit - Ofc. civil cases/day	n/a			Sheriff Department charge only	Existing policy
Subpoena duces tecum (Per EC 1563)	n/a	\$24 per hour plus \$.10 per page		Per EC 1563	Maximum permitted by code
Vehicle abatement - Administrative fee	\$492	\$492			Cost of service
Stored vehicle release - Recovered stolen vehicle	\$21			No charge	Existing policy
Stored vehicle release	\$99	\$99			Cost of service
Police Call For Service Fee (by Agreement)				Hourly to the nearest 1/10 hour.	Actual cost
Parking Citation required by State		\$3		\$3 per parking citation	SB 1407- Ch 311, Statutes of 2008
Notes:					
(1) n/a indicates that there is not sufficient data to calculate the actual cost of service					
(2) CPI = 4.75% from December 2012 to December 2014 (the most recent US Dept of Labor CPI - SF-OAK-SJ).					

Service Effective dates ---->	Proposed Oakley Proposed for 2015/16	Brentwood Current Fees	Antioch Current Fees	Pittsburg Current Fees	Concord Current Fees
Specific Plan - New/Amendment	\$1,740 Fee for merit review if applicant requests it; \$10,690 deposit against time and materials if reviewed in-house; Contract+25% deposit against actual costs, if contracted out.	\$5,800 deposit against time and materials; plus environmental work ranging from \$3,500 deposit if performed in house to actual consultant costs + 20% for City administration for full EIR contracted out.	Developer pays full consultant cost plus 35% of contract to City for admin.	\$15,000 Deposit against time and materials	From \$5,936 to Contract plus 20% for City Administration
General Plan Amendment	\$1,740 Fee for merit review if applicant requests it; \$10,690 deposit against time and materials if reviewed in-house; Contract+25% deposit against actual costs, if contracted out.	\$5,800 deposit against time and materials; plus environmental work ranging from \$3,500 deposit if performed in house to actual consultant costs + 20% for City administration for full EIR contracted out.	\$2,000 Deposit against time and materials	\$9,200 Deposit against time and materials	\$5,936
Development Agreements -if Comprehensive in scope	\$500 Fee for merit review if applicant requests it; \$3,000 as deposit for remainder against actual costs, if applicant chooses to move forward.	\$4,200 deposit against time and materials.	\$2,500 Deposit against time and materials	Actual Cost	\$7,284
Major Subdivision 101+ lots/units	\$12,000 + \$100/lot or unit over 50 Deposit against time and materials. Contract + 25% deposit against actual costs, for work that is contracted out.	\$6,000 deposit against time and materials plus environmental work ranging from \$3,500 deposit for Negative Declaration prepared by staff to actual consultant costs + 25% City Administration for full EIR.	\$25,000 Deposit against time and materials	\$16,000 Deposit against time and materials	\$10,052+ \$464 per lot; plus environmental work ranging from \$5,730 for Initial Study and Negative Declaration to Contract + 20% for full EIR.
Major Subdivision 100 lots/units	\$12,000 + \$100/lot or unit over 50 Deposit against time and materials. Contract + 25% deposit against actual costs, for work that is contracted out.	\$6,000 deposit against time and materials plus environmental work ranging from \$3,500 deposit for Negative Declaration prepared by staff to actual consultant costs + 25% City Administration for full EIR.	\$25,000 Deposit against time and materials	\$13,000 Deposit against time and materials	\$10,052+ \$464 per lot; plus environmental work ranging from \$5,730 for Initial Study and Negative Declaration to Contract + 20% for full EIR.
Major Subdivision 5-30 lots/units	\$12,000 Deposit against time and materials. Contract + 25% deposit against actual costs, for work that is contracted out.	\$6,000 deposit against time and materials plus environmental work ranging from \$3,500 deposit for Negative Declaration prepared by staff to actual consultant costs + 25% City Administration for full EIR.	\$25,000 Deposit against time and materials	\$13,000 Deposit against time and materials	\$10,052+ \$464 per lot; plus environmental work ranging from \$5,730 for Initial Study and Negative Declaration to Contract + 20% for full EIR.
Rezoning	\$6,574 Deposit against time and materials	\$4,900 deposit against time and materials.	\$2,000 Deposit against time and materials	\$3,000-\$15,000 Deposit against time and materials	From \$6,588-\$8,195
Design Review (Development Plan)	\$4,071 Deposit against time and materials	\$500/unit up to \$2,000; \$6,600 for 5 or more units - Both deposits against time and materials.	\$2,000 Deposit against time and materials	\$2,700 for 5-50 lots; \$4,700 for >50 lots	\$2,062
Conditional Use Permits (regular)	\$3,765 Deposit against time and materials	\$500/unit up to \$2,000; \$6,600 for 5 or more units - Both deposits against time and materials	\$2,000 Deposit against time and materials	\$2,500	\$8,808



## STAFF REPORT

**Date:** Tuesday, April 28, 2015

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

**From:** Joshua McMurray, Planning Manager

**Subject:** **Delta Grinding Contractor's Yard – A Request for Design Review to establish a Contractor's Yard at 5245 Live Oak Avenue (DR 01-15)**

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Summary and Recommendation

The proposed project is a request for Design Review approval of a proposed contractor yard on a 3-acre property located at 5245 Live Oak Avenue. The site is designated Light Industrial in the General Plan and is zoned Light Industrial (LI) District. The site is currently undeveloped. The proposal includes the development of the site with paving for the storage of vehicles and equipment associated with the Delta Grinding business, an on-site stormwater basin, and site landscaping. The project plans show the future locations of three buildings, which are not anticipated to be constructed with the initial site improvements.

Staff recommends the City Council adopt the Resolution approving the Design Review (DR 01-15) for the Delta Grinding contractor yard located at 5245 Live Oak Avenue, as conditioned.

### General Plan/Zoning Compliance

In 2002 the site was designated "Light Industrial" in the Oakley 2020 General Plan. The "Light Industrial" designation allows for a broad range of light industrial uses, including the proposed contractor's yard. The project site was rezoned from the Redevelopment Area Planned Unit District (P-1) to Light Industrial (LI) in May 2009 as part of the Citywide Rezone project. The LI District is compatible with the "Light Industrial" General Plan Land Use designation. The LI District allows uses that are either permitted or conditionally permitted in the Oakley Municipal Code, per Section 9.1.602(b)(2). Per that code section, a Building Contractor's Yard is a permitted use, meaning the use does not require a Conditional Use Permit. Although a permitted use, the site is undeveloped and the Design Review process allows the City and other outside Agencies such as the Fire District, the County Health Department, the Ironhouse Sanitary District, the Diablo Water District, and others to review and provide comments prior to site development to ensure the use can operate in a manner consistent with all applicable regulations.

**Subject: Delta Grinding Contractor Yard Design Review (DR 01-15)**

**Date: April 28, 2015**

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### **Project Description**

The property is approximately 3-acres in size. The site is currently undeveloped and vacant. The project site is rectangular shaped, and has an approximately 195 foot frontage and is approximately 673 feet deep. The project plans show a driveway entrance, off Live Oak Avenue, towards the southern edge of the property frontage. The site will be paved for the outdoor storage of vehicles and machinery, landscaped along the properties frontage and landscaped along the property lines. A stormwater retention basin is proposed to be constructed towards the west end of the property.

The plans indicate areas for three building pads, two pads of 5,500 square feet and one at 11,000 square feet. The applicant has indicated the plan is to construct the property in phases, with the first phase not including any buildings. This Design Review application does not include any building architecture. A condition of approval has been added to the attached resolution requiring a separate Design Review application and approval for any future building to make sure the buildings comply with the all applicable regulations.

### **Analysis**

#### **Land Use Compatibility**

The project site is bound by Rain for Rent to the north, Contiente Nut to the west, the Orchard Park Elementary School to the east (across Live Oak Avenue), and an active vineyard to the south. The properties to the north, south, east and west are designated Light Industrial in the Oakley 2020 General Plan and zoned Light Industrial (LI) District. As discussed above, the LI District allows for a Building Contractor Yard as a permitted use however the site development requires the approval of a Design Review application.

The Oakley 2020 General Plan lists general land uses compatible with the Light Industrial land use designation. Those uses are more specifically laid out in the Light Industrial Zone District section of the Oakley Municipal Code. In those listed uses, it states that a "Building Contractor's Yard" is a permitted use. The proposed project involves the storage of vehicles and equipment. The vehicles and equipment are then contracted out to various job sites, and no physical road grinding will be done on the project site. This use and the overall development of the site will bring this property into conformance with the City's General Plan and Light Industrial Zone District. The proposed use, as conditioned, will be compatible with the surrounding land uses and the intent of the General Plan and the Light Industrial District.

#### **Industrial Design Guidelines**

Staff has reviewed the project in terms of compliance with the Commercial and Industrial Design Guidelines. A majority of the guidelines are intended to address architectural elements of a project. Since the proposed project does not include the construction of any buildings, Staff's main focus was that the site was adequately landscaped. The project does provide a landscape plan showing new landscaping along the projects frontage. This will be a noticeable improvement over the site's existing condition.



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**Date: April 28, 2015**

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Several standard conditions of approval in the attached resolution address the on and off-site (right-of-way) improvements and landscaping.

### Stormwater

The applicant is proposing an on-site temporary stormwater retention basin as an interim condition until a permanent storm drain system is installed. At this time there is not a storm drain system along the projects Live Oak Avenue frontage. Although the basin is an interim condition, the applicant will be required to connect to the permanent system when it is constructed. A larger stormwater basin, constructed by the County, exists to the northwest of the project site. This basin would not only serve this project site but a majority of the Light Industrial sites in the immediate area. Staff has encouraged the applicant to try and work with the neighboring properties in order to establish a connection to this basin (the connection would require a utility easement along the property lines of the northern two properties); however those discussions have not materialized to a point where the applicant can move forward with constructing the drainage line in lieu of the stormwater retention basin currently proposed. Staff has built in a condition of approval that allows for either the interim condition or the construction of the drainage line to the existing basin in the hope that between now and project construction, the property owners can work together.

### Environmental Review

This project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 – In-Fill Development Projects. No further environmental review is required for this project.

### Findings

Draft findings are included in the attached resolution.

### Recommendation

Staff recommends the City Council adopt the Resolution approving the Design Review (DR 01-15) for the Delta Grinding contractor yard located at 5245 Live Oak Avenue, as conditioned.

### Attachments

1. Vicinity Map
2. Project Plan's
3. Proposed City Council Resolution

5245 Live Oak Avenue Design Review (DR 01-15)  
Delta Grinding Contractor's Yard  
Vicinity Map  
APN: 037-080-010



GENERAL NOTES

- 1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE CITY OF OAKLEY STANDARD SPECIFICATIONS AND PLANS, LATEST EDITION, AND ALL AMENDMENTS THERE TO DATE.
2. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR BEING FAMILIAR WITH THE CURRENT CITY OF OAKLEY ORDINANCES AND ALL APPLICABLE AND REVISIONS MADE TO ANY OF THE CITY OF OAKLEY STANDARD SPECIFICATIONS AND PLANS ON THESE PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BEING FAMILIAR WITH THE WRITTEN SPECIFICATIONS AND/OR OTHER STANDARD DETAILS NOT SHOWN BUT WHICH ARE INCLUDED IN THE CONTRACTOR COSTA COUNTY STANDARD PLANS.

ABBREVIATIONS

Table with columns: ABBREVIATION, DESCRIPTION. Includes symbols for aggregate base, backfill, catch basin, etc.

LEGEND

Table with columns: EXISTING, PROPOSED. Shows symbols for ground contour, top of wall, flow line elevation, etc.

- 21. DUST CONTROL SHALL BE PERFORMED AT ALL TIMES AT THE CONTRACTOR'S EXPENSE, TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH SECTION 10 OF CALTRANS STANDARD SPECIFICATIONS AND THE REQUIREMENTS OF THE CITY OF OAKLEY.
22. THE CONTRACTOR SHALL MAINTAIN ALL EXCAVATIONS FREE FROM WATER DURING CONSTRUCTION AND SHALL DRAIN AND DISPOSE OF THE WATER SO AS NOT TO CAUSE HAZARD TO PUBLIC OR PRIVATE PROPERTY...

SPECIFICATIONS FOR PVC AND ABS PIPE

- 1. PVC PIPE SHALL BE IN ACCORDANCE WITH CONTRA COSTA COUNTY STANDARD SPECIFICATION, SECTION 84-1.2.
2. INSTALLATION OF FLEXIBLE PIPE SHALL BE CONDUCTED IN ACCORDANCE WITH CONTRA COSTA COUNTY STANDARD SPECIFICATIONS, SECTION 84-1.3.

SPECIFICATIONS FOR INITIAL BACKFILL (ALL TRENCHES)

- 1. ALL TRENCH BACKFILLS SHALL BE IN ACCORDANCE WITH THE CONTRA COSTA COUNTY STANDARD SPECIFICATION 83-2.2 AS WELL AS C.C.C.C. STD DWG. 0018.
2. JETTING SHALL NOT BE PERMITTED.

PIPE TABLE

Table with columns: TYPE OF PIPE, PIPE DIAMETER, PIPE CLASS, BEDDING AND BACKFILL.

SHEET INDEX

Table with columns: SHEET NUMBER, SHEET TITLE. Lists sheets C1.0 through C1.8.

CONTACT LIST

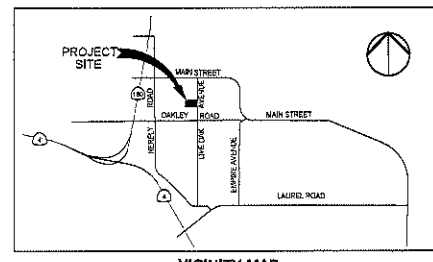
Table with columns: A) REGULATORY AGENCY, B) OWNER, C) GAS & ELECTRIC, D) TELEPHONE, E) WATER, F) SEWER, G) CIVIL ENGINEER.

REVIEWED FOR CONFORMANCE WITH CITY OF OAKLEY STANDARDS AND REQUIREMENTS. APPROVAL FOR CONSTRUCTION IS SUBJECT TO THE INFORMATION PROVIDED HEREIN. THE CITY OF OAKLEY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY EXIST ON THESE PLANS.

REVIEWED AND APPROVED BY EAST CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT. Includes signature and date lines.

REVIEWED AND APPROVED BY IRONHOUSE SANITARY DISTRICT. Includes signature and date lines.

REVIEWED AND APPROVED BY DIABLO WATER DISTRICT. Includes signature and date lines.



CODE COMPLIANCE STATEMENT: THE PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE 2013 CALIFORNIA BUILDING CODE



8244 Brookside Road Suite 100 Stockton, California 95210 209-943-2721 Fax: 209-943-0214 www.siegfriedeng.com

- CIVIL ENGINEERING
STRUCTURAL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

REVISIONS

No. Date Description

PROJECT

DELTA GRINDING OAKLEY YARD

8548 LANE OAK AVE. OAKLEY, CA



DATE SIGNED: 02/17/15

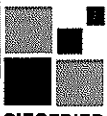
SHEET TITLE

COVER SHEET

Proj Mgr: PVS
Drawn by: MCE
Date: 01/13/14
Job No.: 141122
SHEET:

**CITY OF OAKLEY GENERAL NOTES**

1. BASIS OF ELEVATION DATA: P.C. HAS, ON EAST SIDE OF LINE OAK ROAD, 3" OFF CUTTER LIP, ACROSS FROM STREET LIGHT POLE. ELEVATION = 46.1 (ASSUMED).
2. ALL STREET IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF TITLE 9 OF THE CURRENT CITY ORDINANCE CODE, CITY STANDARD SPECIFICATIONS AND STANDARD PLANS. ALL PEDESTRIAN IMPROVEMENTS SHALL CONFORM WITH THE REQUIREMENTS OF TITLE 34 OF THE CALIFORNIA CODE OF REGULATIONS AND THE AMERICAN DISABILITIES ACT. THE IMPROVEMENTS ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE PUBLIC WORKS AND ENGINEERING DIVISION. CONTACT PUBLIC WORKS AND ENGINEERING DIVISION CONSTRUCTION INSPECTION AT 925-7622 AT LEAST 7 WORKING DAYS PRIOR TO THE START OF ANY WORK TO ARRANGE FOR INSPECTION.
3. ALL REVISIONS TO THE PLAN MUST BE REVIEWED BY THE PUBLIC WORKS AND ENGINEERING DIVISION PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON REVISIONS PLANS EMPLOYED BY THE PUBLIC WORKS AND ENGINEERING DIVISION PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.
4. ALL UTILITY DISTRIBUTION SERVICES SHALL BE PLACED UNDERGROUND.
5. PRIOR TO PLACING CURB, SIDEWALK, ASPHALT CONCRETE, SUB-BASE, OR BASE MATERIAL, ALL UNDERGROUND UTILITIES WITHIN THE RIGHT-OF-WAY SHALL BE INSTALLED, BACKFILL COMPLETED, AND THE PUBLIC WORKS AND ENGINEERING DIVISION CONSTRUCTION DIVISION NOTIFIED BY EACH OF THE UTILITY COMPANIES HAVING FACILITIES WITHIN THE WORK AREA THAT THE UTILITY INSTALLATION HAS SATISFACTORILY PASSED ACCEPTANCE TESTS.
6. ALL MANHOLES OR INLETS OVER 12 FT. IN DEPTH SHALL BE PROVIDED WITH STEPS. THE STEPS SHALL BE INTERNALLY CAST INTO THE WALLS OF THE MANHOLE OR INLET WHETHER PRECAST OR FIELD CAST IN ACCORDANCE WITH CURRENT SPECIFICATIONS. THE STEPS SHALL BE STEEL, REINFORCED CONCRETE OR POLYPROPYLENE PLASTIC STEPS (OR EQUIVALENT).
7. WHEN WIDENING THE PAVEMENT ON AN EXISTING ROAD, THE EXISTING PAVEMENT SHALL BE CUT TO A NEAT LINE AND REINFORCED TO AN EXISTING ADEQUATE STRUCTURAL SECTION, OR TO THE ORIGINAL ROAD SECTION, AN EXISTING CURB, OR POT-HOLE, MAY BE REQUIRED TO DETERMINE THE LIMITS OF PAVEMENT REPAIR.
8. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT PAUL SCHNEIDER AT (925) 762-2101 FOR FURTHER EXPLANATIONS AS MAY BE NECESSARY.
9. RETAINING WALLS UNDER 4 FT. HIGH (UNDER 3 FT. HIGH WITH SURCHARGE) OUTSIDE OF PUBLIC ROAD RIGHT-OF-WAY MUST BE INSPECTED IN ACCORDANCE WITH THE STRUCTURAL AND SOILS ENGINEERS RECOMMENDATIONS. IF APPLICABLE, MUST BE SUBMITTED TO THE PUBLIC WORKS AND ENGINEERING DIVISION.
10. NO TREES SHALL BE REMOVED UNLESS THEY ARE SHOWN AND NOTED TO BE REMOVED ON THE GRADING OR IMPROVEMENT PLANS. IF ANY TREES ARE TO BE REMOVED, THE PLANS MUST BE REVIEWED AND APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT. ALL TREES CONFLICTING WITH GRADING, UTILITIES, OR OTHER IMPROVEMENTS OR OVER OVERHANGING THE SIDEWALK OR PAVEMENT SO AS TO FORM A NUISANCE OR HAZARD, SHALL BE TRIMMED, PROPERLY TREATED AND SEALED.
11. WATER TESTING IS REQUIRED FOR ALL CURB GRADES LESS THAN ONE PERCENT.
12. ALL ASPHALT CONCRETE PAVING OF PUBLIC ROADS IS SUBJECT TO AIR PERMEABILITY TESTS. BASED ON THESE TESTS, ADDITIONAL PAVEMENT TREATMENT MAY BE NECESSARY.
13. EXISTING CURB AND SIDEWALK WITHIN THE PROJECT LIMITS DAMAGED OR DISPLACED, EVEN THOUGH NOT PROPOSED TO BE REMOVED, SHALL BE REPAIRED OR REPLACED EVEN IF DAMAGE OR DISPLACEMENT OCCURRED PRIOR TO ANY WORK PERFORMED BY THE CONTRACTOR.
14. TEMPORARY SILT AND DRAINAGE CONTROL FACILITIES SHALL BE INSTALLED TO CONTROL AND CONTAIN EROSION-CAUSED SILT DEPOSITIONS AND TO PROVIDE FOR THE SAFE DISCHARGE OF STORM WATERS INTO EXISTING STORM WATER FACILITIES. DESIGN OF THESE FACILITIES MUST BE APPROVED BY THE CITY ENGINEER AND IN PLACE PRIOR TO THE START OF GRADING.
15. ALL TRAFFIC STRIPING AND MARKINGS SHALL BE THERMOPLASTIC UNLESS THE PLANS DESIGNATE THE USE OF TRAFFIC PAINT.
16. ALL STRIPING ON MAJOR ROADS SHALL BE CANT-SKIPPED PRIOR TO FINAL INSTALLATION. FINAL INSTALLATION OF STRIPING WILL BE ALLOWED ONLY AFTER APPROVAL OF THE STRIPING LAYOUT BY THE CONSTRUCTION INSPECTOR.
17. DRESS OF WORK FOR ROAD WIDENING AND MEDIAN ISLAND CONSTRUCTION IN WHICH TRAFFIC STRIPING WILL BE RELOCATED:
  - A. ROUGH GRADING.
  - B. STORM DRAIN AND DRAINAGE STRUCTURES.
  - C. UTILITY INSTALLATION.
  - D. CURB AND SIDEWALK.
  - E. PAVEMENT CONSTRUCTION.
  - F. REMOVE EXISTING STRIPING, PAVEMENT MARKERS AND SIGNAGE AND INSTALL INTERIM STRIPING.
  - G. INSTALL FINAL STRIPING.
  - H. INSTALL FINAL SIGNAGE AT INTERIM LOCATIONS IF NECESSARY.
  - I. COMPLETE FINAL STRIPING, PAVEMENT, MARKERS AND SIGN INSTALLATION.
18. THE CONTRACTOR SHALL 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 RESOURCE CONTROL BOARD OR ANY OF ITS REGIONAL WATER QUALITY CONTROL BOARDS. WORK TO BE ON GRADING PLAN PRIOR TO ISSUANCE OF PERMIT.
19. ALL RELATIVE COMPACTION TESTS OF SUB-GRADE SOILS, AGGREGATE SUB-BASE AND BASE COURSE MATERIALS WILL BE SUBJECT TO THE FOLLOWING:
  - \* ANY SCHEDULED RELATIVE COMPACTION TEST THAT IS NOT READY FOR TESTING WITHIN 15 MINUTES OF ARRIVAL OF THE MATERIALS TESTING PERSONNEL SHALL BE REQUIRED TO BE RESCHEDULED. A FEE WILL BE CHARGED FOR ALL RESCHEDULING.
  - \* SHOULD ANY RELATIVE COMPACTION TEST FAIL AND IT CANNOT BE RETESTED WITHIN A 15 MINUTE TIME PERIOD FROM THE TIME ALL SURFACE MATERIAL HAS BEEN TESTED FOR THAT DAY, A RETEST SHALL BE REQUIRED. A FEE WILL BE CHARGED FOR RETESTING.
  - \* FEES FOR RETESTING AND RESCHEDULING ARE CURRENTLY AVAILABLE AT THE CITY.
20. THE CONTRACTOR IS RESPONSIBLE FOR PRESERVATION AND/OR REPERKMENTATION OF ALL EXISTING MOUNTAINS, WHICH CONTROL SURVEYING, TRAILS, STREETS, OR HIGHWAYS, OR PROVIDE SURVEY CONTROL, WHICH WILL BE DISTURBED OR REMOVED DUE TO CONTRACTORS WORK. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 15 WORKING DAYS NOTICE TO PROJECT ENGINEERS/SURVEYOR PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MOUNTAINS. PROJECT ENGINEERS/SURVEYOR SHALL COORDINATE WITH THE CONTRACTOR TO RESET MOUNTAINS OR PROVIDE REPERKMENT WITHIN 15 WORKING DAYS AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR PER BUSINESS AND PROFESSIONS CODE SECTION 871.
21. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS RESPONSIBILITY SHALL NOT BE TRANSFERRED OR LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER, AND THE CITY OF OAKLEY HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER, OF THE CITY OF OAKLEY.
22. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL OBSTRUCTIONS WITH THE APPROPRIATE AGENCY. NEITHER THE OWNER NOR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (800) 225-2200 TWO WORKING DAYS PRIOR TO ANY EXCAVATION.
23. CONTRACTOR SHALL COMPLY WITH THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY CONSTRUCTION OSHDS.
24. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS.
25. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, PLACEMENT AND OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY. SHOULD THE CONTRACTOR FAIL TO PROVIDE THE NECESSARY SAFETY DEVICES, AND THEY ARE PROVIDED BY THE CITY, THE CONTRACTOR SHALL PAY THE CITY TIME AND MATERIAL COSTS FOR PROVIDING.
26. IF ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING, OR OTHER EXCAVATION, EXCAVATION WITHIN 10 FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST (WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHAEOLOGY (SCA) AND/OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGY (SOPA)) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.
27. CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE SANITARY FACILITIES AT THE SITE DURING ALL PHASES OF CONSTRUCTION.
28. ALL WORK SHALL BE PERFORMED BETWEEN THE NORMAL WORKING HOURS OF 7:30 A.M. AND 5:30 P.M., EXCLUDING SATURDAY, SUNDAY, AND CITY HOLIDAYS, EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER IN WRITING.
29. NO WORK SHALL BE PERFORMED WITHOUT INSPECTION BY THE CITY. IF ANY WORK THAT REQUIRES INSPECTION MUST BE PERFORMED OUTSIDE OF NORMAL WORKING HOURS, CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR INSPECTION SERVICES TO THE CITY ENGINEER 2 WORKING DAYS IN ADVANCE OF THE TIME SUCH SERVICES WILL BE REQUIRED.
30. ALL CUT, FILL, AND TRENCH BACKFILL MUST BE TESTED UNDER THE SUPERVISION OF A LICENSED SOILS ENGINEER WHO WILL PROVIDE CERTIFICATION THAT THE WORK CONFORMS TO THE REQUIREMENTS OF CITY AND STATE CODES.
31. SILT AND EROSION CONTROL PLANS ARE REQUIRED FOR WORK YEAR ROUND. SEDIMENT CONTROL BMPs SHALL BE IMPLEMENTED YEAR-ROUND.
32. CONTRACTOR SHALL CONTACT THE PUBLIC WORKS AND ENGINEERING DIVISION INSPECTOR AT LEAST THREE WORKING DAYS PRIOR TO THE DESIRED START OF WORK DATE AND ARRANGE FOR A PRE-CONSTRUCTION MEETING TO BE HELD AT THE SITE. THE FOLLOWING PEOPLE SHALL BE PRESENT: OWNER, CONTRACTOR, PROJECT CIVIL ENGINEER, PROJECT SOILS ENGINEER, CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
33. CONTRACTOR SHALL MAINTAIN ALL SITES OF WORK DURING CONSTRUCTION SO AS TO KEEP THEM REASONABLY NEAT AND FREE OF TRASH, RUBBISH, AND OTHER DEBRIS. UPON COMPLETION OF WORK, CONTRACTOR SHALL REMOVE FROM SITES FOR WORK, AND FROM PUBLIC OR PRIVATE PROPERTY, ALL TEMPORARY STRUCTURES, RUBBISH AND WASTE MATERIAL, AND SHALL PROPERLY DISPOSE OF EXCAVATED MATERIALS BEYOND THAT NEEDED TO BRING THE SITE TO THE ELEVATIONS SHOWN.
34. CONTRACTOR SHALL PROPERLY COORDINATE HIS WORK WITH WORK UNDER OTHER CONTRACTS THAT MAY BE UNDERWAY CONCURRENTLY WITH THIS PROJECT.
35. CONTRACTOR SHALL OBTAIN ALL ENCROACHMENT PERMITS REQUIRED FOR WORK WITHIN EXISTING PUBLIC RIGHT-OF-WAY PRIOR TO STARTING ANY CONSTRUCTION.
36. CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE, AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPE, LOW SPOTS, OR HAZARDOUS CONCERNS.
37. CONTRACTOR SHALL EXPOSE AND VERIFY MERRY BELL ELEVATIONS ON EXISTING SANITARY AND STORM SEWERS, AND CLEARANCES OF KNOWN UTILITY CROSSINGS, BEFORE CONSTRUCTING SUCH UTILITIES. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THIS WORK TO AVOID CONFLICTS BETWEEN SEWER, LATERALS, STORM DRAINS AND WATER MAINS.
38. THE CENTERLINE OF CURB INLET CATCH BASINS IS 0.67 FEET FROM THE FACE OF CURB.
39. CONTRACTOR SHALL INSTALL FIRE HYDRANTS AT THE LOCATIONS DETERMINED BY THE FIRE DEPARTMENT AND THE CITY ENGINEER AND AS SHOWN ON THE PLANS. HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH CURB.
40. FOR DETAILS NOT SHOWN ON THESE PLANS, REFER TO THE FOLLOWING CITY AND/OR COUNTY DETAILS:
  - \* C&D TYPE 5/4 CURB & GUTTER
  - \* C&D INLET FRAME & GRATE
  - \* C&D TYPE 18" INLET
  - \* C&D PRECAST MANHOLE TYPE 1



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- ☑ STRUCTURAL ENGINEERING
- ☑ LAND SURVEYING
- ☑ LANDSCAPE ARCHITECTURE

REVISIONS  
No. Date Description

PROJECT

DELTA GRINDING  
OAKLEY YARD

6246 LIVE OAK AVE.  
OAKLEY, CA

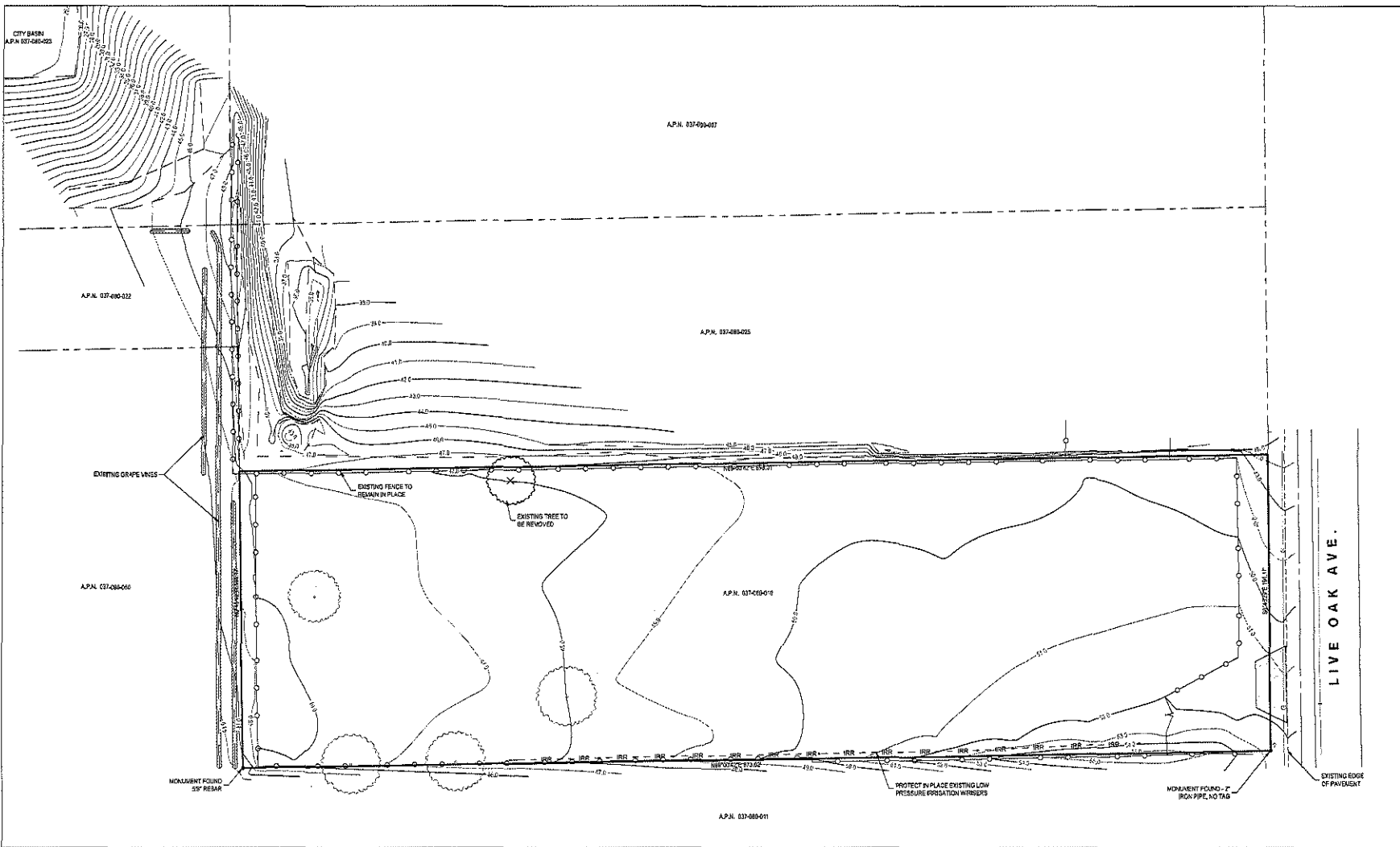


DATE SIGNED: 02/17/15

SHEET TITLE

GENERAL NOTES

Proj Mgr: PJS  
Drawn by: MDN  
Date: 8/14/14  
Job No.: 14122  
SHEET:



5244 Brookside Road  
 Suite 100  
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 209-943-2071  
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- STRUCTURAL ENGINEERING
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- LANDSCAPE ARCHITECTURE

REVISIONS  
 No. Date Description

PROJECT

DELTA GRINDING  
 OAKLEY YARD

6545 LIVE OAK AVE.  
 OAKLEY, CA



DATE SIGNED: 02/17/15

SHEET TITLE

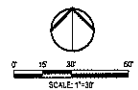
DEMOLITION &  
 TOPOGRAPHIC  
 PLAN

Prep. by: PJS  
 Drawn by: MDE  
 Date: 02/17/15  
 Job No.: 14122

SHEET:  
 C2.0 OF: 7

LEGEND  
 THIS TO BE REMOVED

NOTES  
 1. CONTRACTOR IS RESPONSIBLE FOR  
 REMOVING AND PROPERLY DISPOSING OF ALL  
 MATERIALS DEMOLISHED FROM THE SITE,  
 INCLUDING: PAVEMENT, CONCRETE, CURB  
 AND CURTIN, STORM DRAINAGE MATERIALS  
 AND ELECTRICAL MATERIALS.



C:\Work\11712.Dwg Print Job: 11712-022.DWG (11712-022.DWG) - 02/17/15



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- CIVIL ENGINEERING
- STRUCTURAL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

REVISIONS  
 No. Date Description

PROJECT

DELTA GRINDING  
 OAKLEY YARD

5246 LIVE OAK AVE.  
 OAKLEY, CA



DATE SIGNED: 02/17/15

SHEET TITLE

PAVING &  
 DIMENSIONING  
 PLAN

Proj. No. PIS

Drawn by KDC

Date 07/14

Job No. 14172

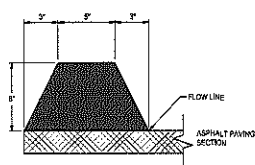
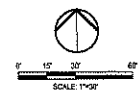
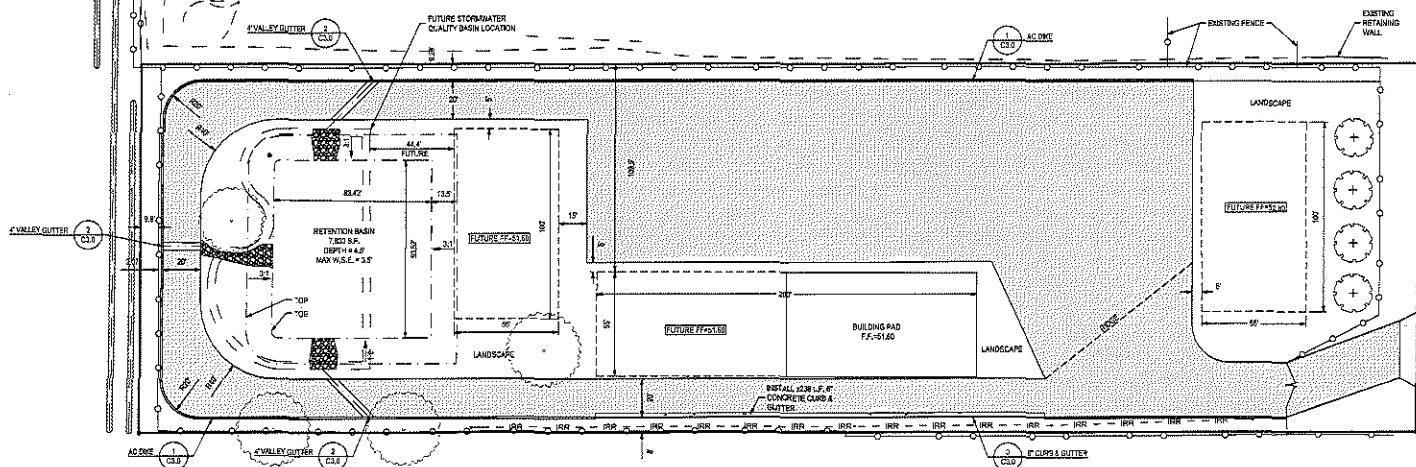
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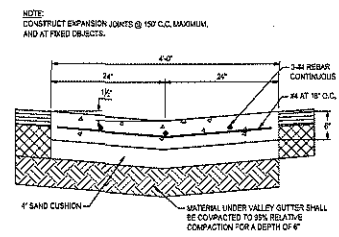
OF 2

LEGEND

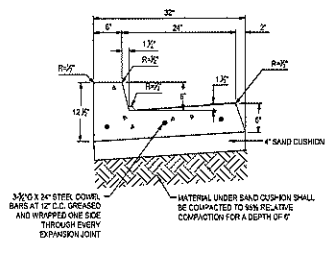
- AC PAVEMENT  
 2" ASPHALT OVER 6" NATIVE W/POLYCOB OVER 6" NATIVE MATERIAL COMPACTED TO 95% R.C. ASPHALT CONCRETE SHALL BE 2" MAXIMUM AGGREGATE AND INSTALLED PER CALTRANS SECTION 3A. STRUCTURAL SECTIONS OWNER REQUESTED AND NOT BASED UPON STANDARD R/WALLS TESTS AND TRAFFIC INDICES.
- SURFAP  
 12" THICK LAYER OF 6" MENUS RE-REAP OVER MISAP 140X GEOTEXTILE FABRIC
- PROPOSED TREE



1 STANDARD TYPE "A" ASPHALT CONCRETE DIKE  
 N.T.S.



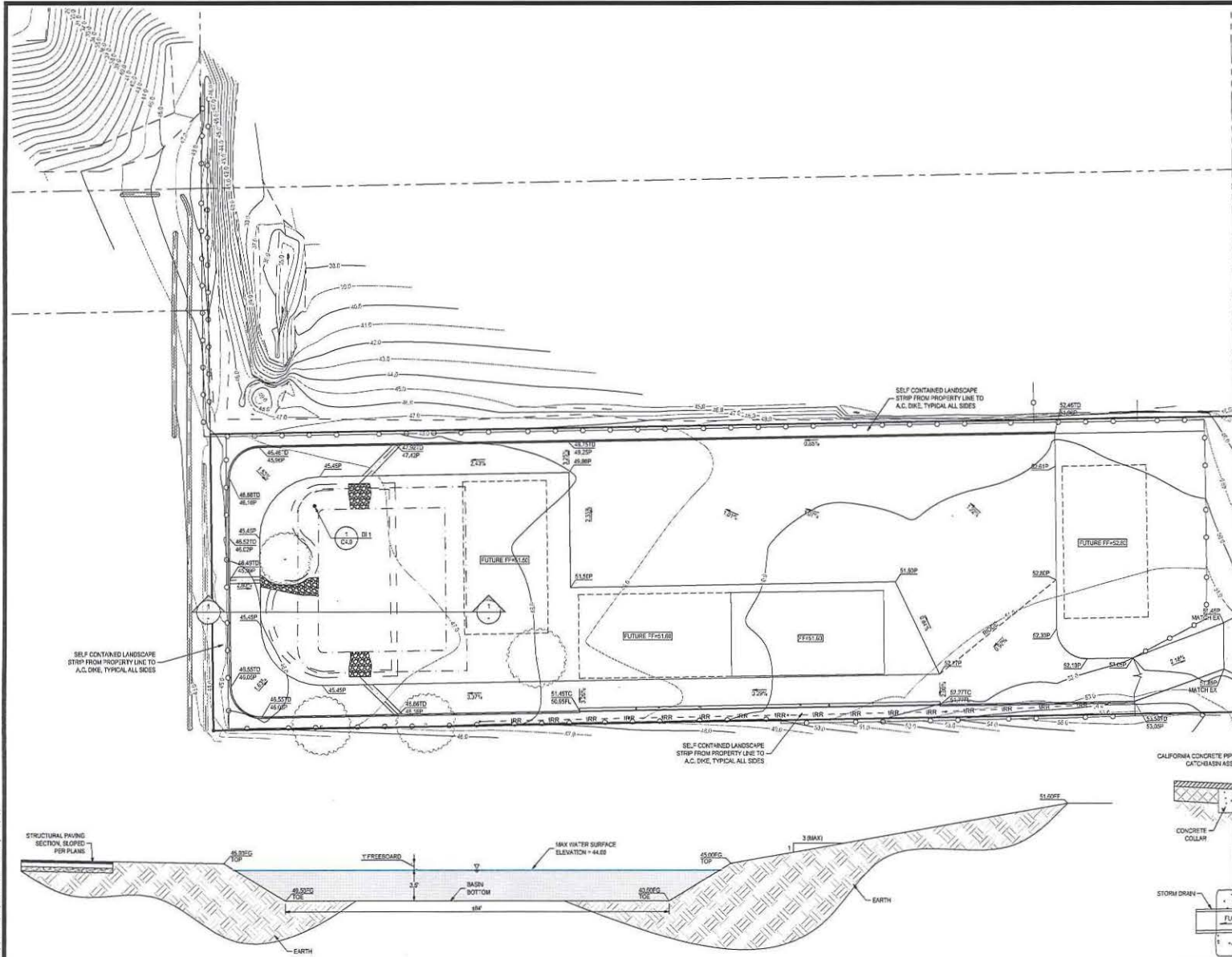
2 4' CONCRETE VALLEY GUTTER  
 N.T.S.



3 6' VERTICAL CURB AND GUTTER  
 N.T.S.

C:\Work\14172 Del Grind\14172 Del Grind\14172-021 Paving & Dimensioning Plan.dwg -- 02/17/15





- GRADING NOTES:**
1. ALL SITE GRADING SHALL COMPLY WITH THE 2007 CALIFORNIA BUILDING CODE.
  2. THE GROUND IMMEDIATELY ADJACENT TO ALL FOUNDATIONS SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN 2% FOR A MINIMUM DISTANCE OF 18 FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL.
  3. NO SURFACE DRAINAGE SHALL BE PERMITTED TO DRAIN ONTO ADJACENT PROPERTIES.



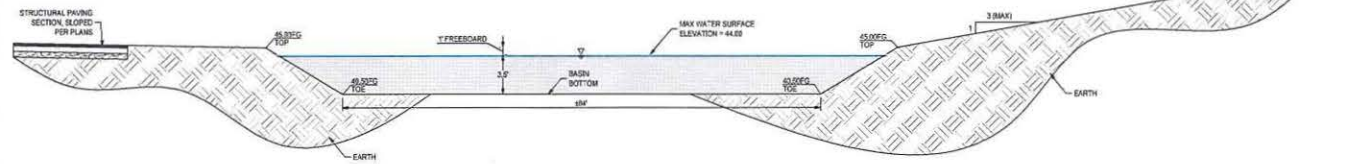
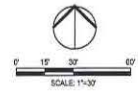
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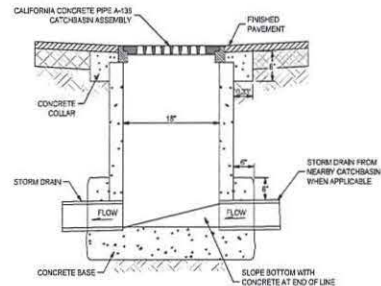
REVISIONS  
 No. Date Description

PROJECT  
 DELTA GRINDING  
 OAKLEY YARD

6545 LIVE OAK AVE.  
 OAKLEY, CA



**A BASIN**  
 SCALE: 1"=10' HORIZONTAL, 1"=2' VERTICAL



NOTE: THIS DRAINLET IS ONLY INSTALLED WHEN THE PROPOSED STORM DRAIN MAIN LINE IS INSTALLED

**1 18" DRAIN INLET**  
 NO SCALE



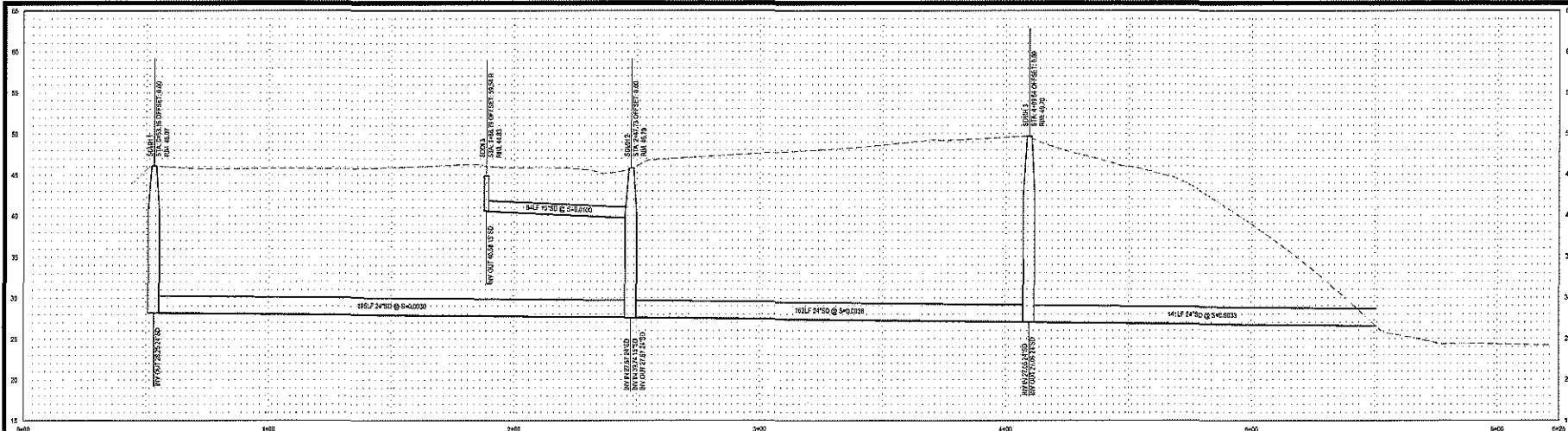
DATE SIGNED: 02/17/15

SHEET TITLE

GRADING PLAN

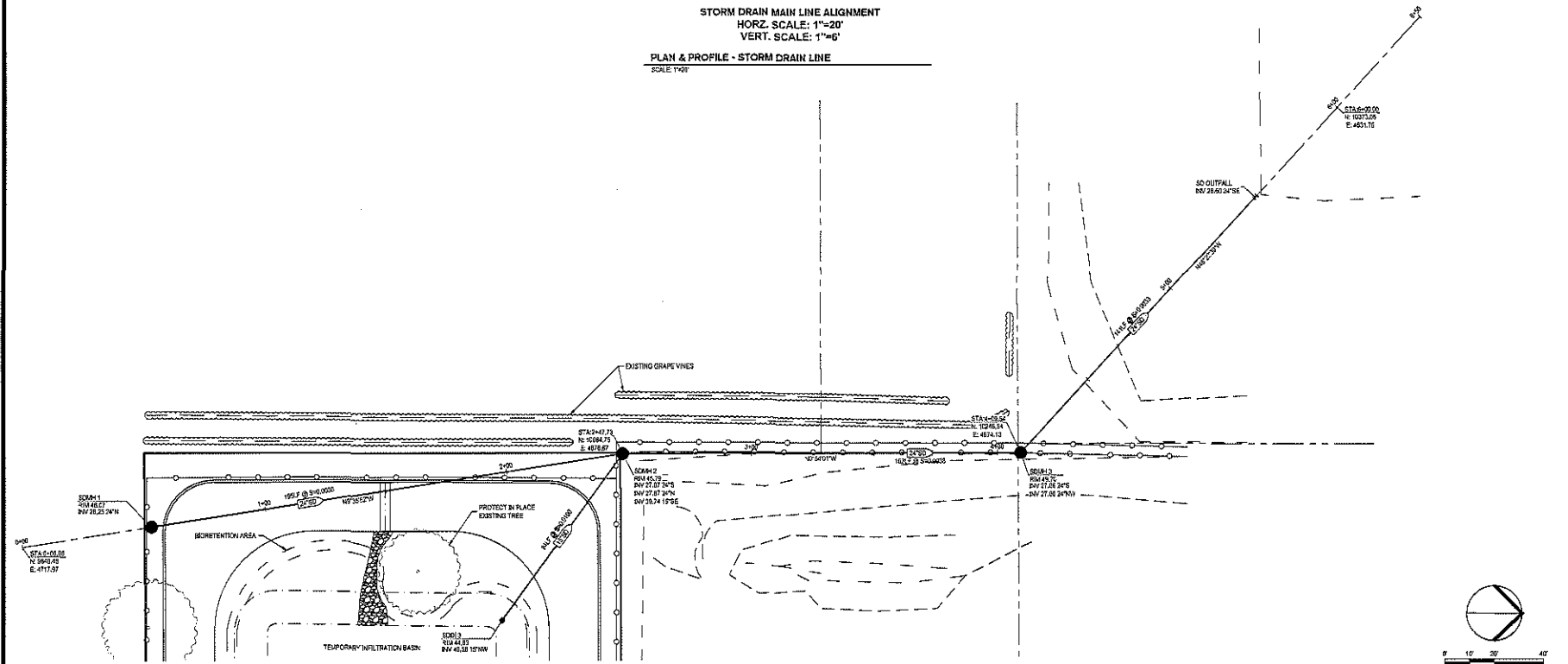
Proj Mgr: PJS  
 Drawn by: MDE  
 Date: 8/17/14  
 Job No.: 14172

SHEET: **C4.0**



STORM DRAIN MAIN LINE ALIGNMENT  
 HORZ. SCALE: 1"=20'  
 VERT. SCALE: 1"=6'

PLAN & PROFILE - STORM DRAIN LINE  
 SCALE: 1"=40'



PLAN & PROFILE - STORM DRAIN LINE  
 SCALE: 1"=40'

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- CE CIVIL ENGINEERING
- SE STRUCTURAL ENGINEERING
- LS LAND SURVEYING
- LA LANDSCAPE ARCHITECTURE

REVISIONS	No.	Date	Description

PROJECT  
 DELTA GRINDING  
 OAKLEY YARD  
 8046 LIVE OAK AVE.  
 OAKLEY, CA



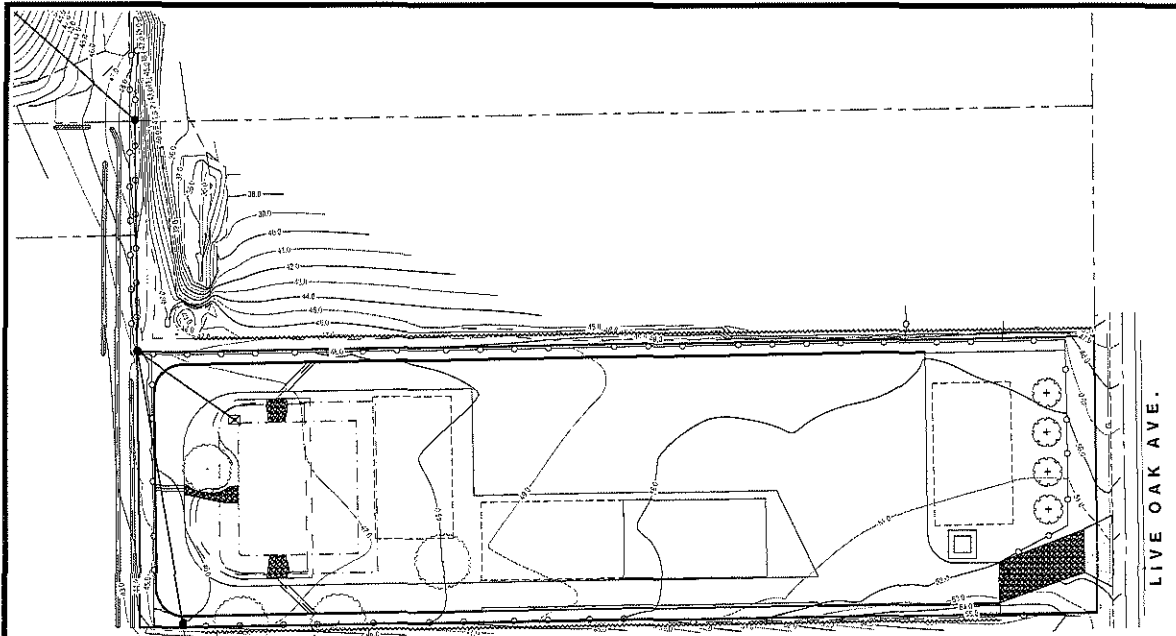
DATE SIGNED: 02/17/15

SHEET TITLE  
 PLAN & PROFILE -  
 STORM DRAIN  
 LINE

Prep. by	RJS
Drawn by	MDG
Date	8/1/14
Job No.	14172

SHEET: C5.0  
 OF 7

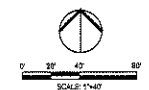




**EROSION CONTROL LEGEND**

SYMBOL	DESCRIPTION
-----	FIBER ROLLED MATTE SE-5
☒	DRAINAGE PROTECTION PER DETAIL 1
▨	STABILIZED CONSTRUCTION ENTRANCE/OUTLET
□	CONCRETE WASHOUT WM-B

1. PLANS ARE DIAGNOSTIC AND ARE NOT INTENDED TO SHOW ALL OFFSETS. THE SITE IS DYNAMIC AND CHANGES ON A DAILY BASIS. CHANGES SHOULD BE MADE ACCORDING TO EXISTING CONDITIONS. BECAUSE IT IS IMPOSSIBLE TO PREDICT ALL POSSIBLE SITUATIONS, CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES TO ENSURE QUALITY CONTROL.
2. THE CONTRACTOR SHALL REVIEW THE CURRENT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PROVIDED BY THE OWNER. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY FOR CONDUCTING HIS/HER OPERATIONS IN ACCORDANCE TO THE SWPPP. THE CONTRACTOR IS RESPONSIBLE FOR ANY FINES, DELAYS, AND/OR DAMAGES RESULTING FROM ANY STATE WATER QUALITY CONTROL BOARD SANCTIONS CAUSED BY THE OPERATION OF THE CONTRACTOR OR HIS/HER SUBCONTRACTORS.
3. THE FOLLOWING PLANS ARE ACCURATE FOR EROSION CONTROL PURPOSES ONLY. THE CONTRACTOR SHALL FOLLOW THESE PLANS UNLESS FIELD CONDITIONS DICTATE MODIFICATION. IF MODIFICATION IS NECESSARY, A SWPPP AND CHECKLIST MUST BE DONE. THIS MAY REQUIRE MODIFICATION TO THESE DRAWINGS AND ENGINEER CONFORMANCE.
4. INSPECT AND REPAIR FILTERS AFTER EACH STORM EVENT. REMOVE SEDIMENT WHEN 1/2 OF THE FILTER DEPTH HAS BEEN FILLED. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA TRIBUTARY TO A SECONDARY BASIN OR OTHER FILTERING MEASURES. SEDIMENT AND GRAVEL SHALL BE IMMEDIATELY REMOVED FROM PAVEMENT OF ROAD.
5. ALTERNATE INLET PROTECTION SHALL BE USED ON ROADS OPEN TO THE PUBLIC IF ANY HAZARDOUS MATERIALS OR WASTES WHICH HAVE BEEN TREATED, STORED, DISPOSED, SPILLED, OR LEAKED IN SIGNIFICANT QUANTITIES ON TO THE CONSTRUCTION SITE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE THEM FROM THE SITE AND DISPOSE OF PROPERLY.
6. THE CONTRACTOR SHALL KEEP MAINTENANCE, INSPECTION, AND REPAIR PROCEDURES TO ENSURE THAT ALL GRADED SURFACES, WALLS, BERMS, DRAINAGE STRUCTURES, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES, AND OTHER CONTROL BARRIERS MAINTAINED IN GOOD AND EFFECTIVE CONDITION AND ARE PROPERLY REPAIRED OR RESTORED WHEN NECESSARY. ANY DIVERGING WATER SHALL NOT BE DISCHARGED DIRECTLY INTO THE STORM WATER SYSTEM, AND SHALL NOT BE DISCHARGED INTO THE SEWER SYSTEM.
7. ALL DIVERGING WATER MUST BE CHANNELLED THROUGH AN APPROVED SEDIMENT BARRIER PRIOR TO THE WATER ENTERING THE STORM SYSTEM.
8. PAVEMENT CLEANING, FLUSHING OF STREETS/ PARKING LOTS TO REMOVE DIRT AND CONSTRUCTION DEBRIS IS PROHIBITED UNLESS PROPER SEDIMENT CONTROLS ARE USED. PREPARELY, AREAS REQUIRING CLEANING SHOULD BE SWEEP.
9. ALL INLETS AND CATCH BASINS SHALL BE STENCILED WITH THE APPROPRIATE AGENCY SPECIFIC "NO DUMPING - DRAINS TO SEA".
10. THE CONTRACTOR SHALL IMPLEMENT THE EROSION CONTROL PLAN FROM OCTOBER 25 THROUGH APRIL 15 OF EVERY YEAR OF CONSTRUCTION.



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- ☐ LAND SURVEYING
- ☐ LANDSCAPE ARCHITECTURE

REVISIONS  
 No. Date Description

PROJECT

DELTA GRINDING  
 OAKLEY YARD

5246 LIVE OAK AVE.  
 OAKLEY, CA



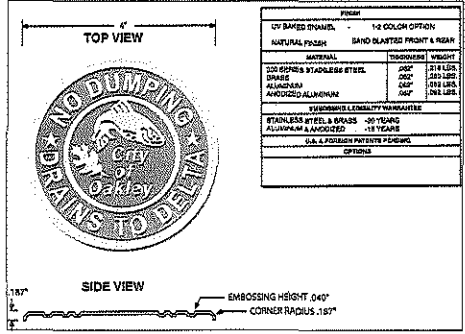
DATE SIGNED: 02/17/15

SHEET TITLE

EROSION CONTROL PLAN

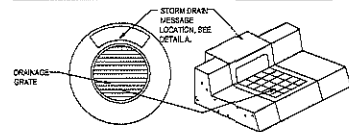
Proj Mgr: JMS  
 Drawn by: MEC  
 Date: 8/17/14  
 Job No.: 14172  
 SHEET:

C6.0



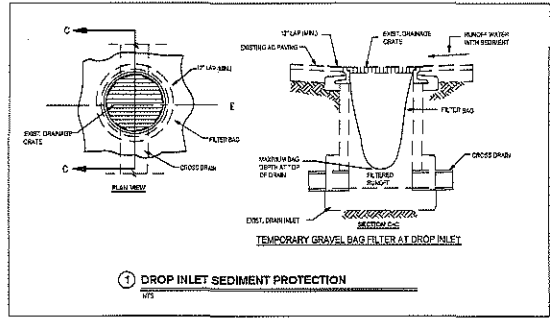
DETAIL A - STORM DRAIN MESSAGE MARKER

DETAIL A - STORM DRAIN MESSAGE MARKER

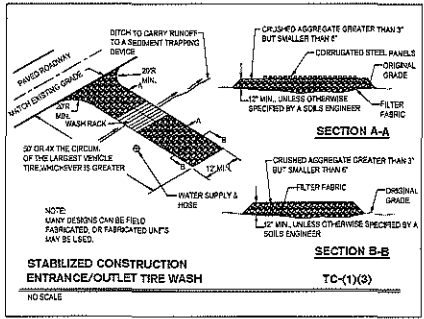


NOTE: DESIGN OF THE PUBLIC VOICES TO BE PLACED ADJACENT TO ALL STORM DRAIN INLETS SHALL BE IN ACCORDANCE WITH THIS DETAIL. FOR NEW DEVELOPMENT, MESSAGE AND SYMBOL SHALL BE PERMANENTLY PLACED WITH THE USE OF BOMBSITE, STAMPED INTO THE CONCRETE, OR THE METHOD APPROVED BY THE CITY ENGINEER. FOR REDEVELOPMENT, MESSAGE AND SYMBOL SHALL BE PLACED WITH THE USE OF THERMOPLASTIC PAVEMENT MARKINGS. PAINTING SHALL NOT BE ALLOWED FOR NEW DEVELOPMENT OR REDEVELOPMENT. LETTERS SHALL BE 1-1/2 INCHES IN HEIGHT. OUTSIDE DIMENSION OF PUBLIC NOTICE BACKGROUND SHALL FIT AT THE BACK OF INLET. 2 INCHES BY 24 INCHES MINIMUM LETTERING AND GRAPHICS SHALL BE BLACK WITH GRAY BACKGROUND UNLESS APPROVED BY CITY ENGINEER.

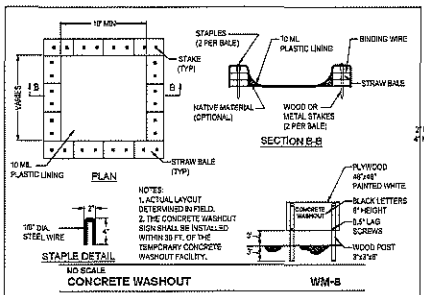
NO SCALE  
 STORM DRAIN MESSAGE LOCATION



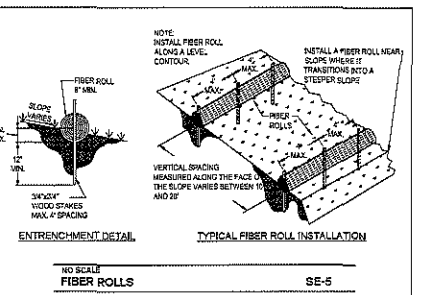
① DROP INLET SEDIMENT PROTECTION



STABILIZED CONSTRUCTION ENTRANCE/OUTLET TIRE WASH  
 TC-(1)(3)  
 NO SCALE



NO SCALE  
 CONCRETE WASHOUT



NO SCALE  
 FIBER ROLLS

I:\WORK\14172 - New Office Bldg - Environmental - ANALYSIS - 2014 EROSION CONTROL PLAN.dwg - 02/17/15

**RESOLUTION NO. XX-15****A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS  
AND APPROVING THE DESIGN REVIEW (DR 01-15) APPLICATION FOR THE  
DELTA GRINDING CONTRACTOR'S YARD LOCATED AT 5245 LIVE OAK AVENUE  
(APN 037-080-010)****FINDINGS**

**WHEREAS**, on February 23, 2015, Kenneth and Eve Ferrante ("Applicant"), submitted an application for Design Review (DR 01-15) for the construction of the Delta Grinding Contractor's Yard located on an approximately 3-acre site at 5245 Live Oak Avenue (APN 037-080-010) ("Project"); and

**WHEREAS**, on March 23, 2015, the project application was deemed complete per Government Code section 65920 et. seq; and

**WHEREAS**, the project is designated as *Light Industrial* in the Oakley 2020 General Plan, and zoned (LI) Light Industrial District; and

**WHEREAS**, the project is exempt from further environmental analysis under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332, "Class 32 – In-Fill Development Projects"; and

**WHEREAS**, on April 16, 2015, the Notice of Public Hearing for the project was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 300-foot radius of the subject property's boundaries, to outside agencies, and to parties requesting such notice; and

**WHEREAS**, on April 28, 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 applicant, 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 conditioned; 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 upon the City's General Plan, the City's Zoning Ordinance, the City's Commercial and Industrial Design Guidelines, and the

information submitted to the City Council at its April 28, 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 (hereinafter the "Record"); and

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

- A. In regards to the application requesting approval of Design Review (DR 01-15) for the construction of the Delta Grinding Contractor's Yard located on an approximately 3-acre site at 5245 Live Oak Avenue (APN 037-080-010):
1. The proposed Design Review for the construction of the Delta Grinding Contractor's Yard located on an approximately 3-acre site at 5245 Live Oak Avenue is consistent with both the General Plan Land Use Designation of Light Industrial and the Zoning of Light Industrial (LI) Zone District of the property. The Light Industrial zoning anticipates these types of uses. The overall development of this property will bring the vacant and undeveloped site into conformance with the General Plan and the Zoning Code. The development of the property will help facilitate the economic development activities of the City.
  2. The proposed Design Review for the for the construction of the Delta Grinding Contractor's Yard located on an approximately 3-acre site at 5245 Live Oak Avenue, complies with all applicable Zoning regulations, specifically the Light Industrial (LI) Zone District.
  3. The proposed design of the Delta Grinding Contractor's Yard is compatible with the surrounding area.
- 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 of the Applicant's request for a Conditional Use Permit, subject to the following Conditions of Approval:

**Conditions of Approval**

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 Planning Division on **February 23, 2015**.

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

## ***Planning Division Conditions***

### **General:**

1. This **Design Review (DR 01-15)** application is approved, as shown on the plans, date stamped by the Planning Division on **February 23, 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 pulling a building permit and if not effectuated shall expire on **April 28, 2018**. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Zoning Code.
3. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council on **April 28, 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 defend, indemnify, and hold harmless the city or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the city, its boards, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of the project. The city shall promptly notify the applicant of any such claim, action or proceeding. The city shall have the option of coordinating the defense. Nothing contained in this condition shall prohibit the city from participating in a defense of any claim, action, or proceeding if the city bears its own attorney's fees and costs, and the city defends the action in good faith.

### **Site Plan:**

8. A lighting and photometric plan shall be submitted prior to the issuance of building permits. The minimum requirement shall be one foot of candle light within public parking areas and pedestrian pathways.
9. Light poles shall be a maximum height of 20 feet per the review and approval of the Community Development Director.
10. Trash enclosures shall match Oakley Disposal and City standards and shall provide adequate space to accommodate both trash and recycling. Also, trash enclosures shall be constructed with a roof to match the building design and materials, have metal gates, and when appropriate be surrounded by landscaping with climbing vines on three sides per the review and approval of the Community Development Director.

**Architecture:**

11. Any new buildings shall conform to the City's Commercial and Industrial Design Guidelines, and shall be approved through the review and approval of a Design Review Application prior to the approval of any building permits.

**Landscaping Requirements:**

12. A landscaping and irrigation plan for all areas shown on the site plan shall be submitted for review and approval of the Community Development Director prior to the issuance of building permits or establishment of the use (whichever is first). The landscaping plan shall include the project's frontage and side yards. Landscaping shall conform to the Oakley Water Efficient Landscape Ordinance and the Guidelines for Implementation of the City of Oakley Water Efficient Landscape Ordinance and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.
13. California native drought tolerant plant or shall be used as much as possible. All trees shall be a mix of fifteen-gallon, 24-inch box and 36-inch box, all shrubs shall be a minimum five-gallon size, except as otherwise noted.
14. Prior to occupancy or establishment of the use (whichever is first), an on-site inspection shall be made of privately owned lands by a licensed landscape architect to determine compliance with the approved landscape plan. A signed certification of completion shall be submitted to the Community Development Director for review and approval.
15. If occupancy is requested prior to the installation of the landscape and irrigation improvements, then either a cash deposit or a letter of credit shall be delivered to the City for 125 percent of the estimated cost of the uncompleted portion of the landscape and irrigation improvements. If compliance is not achieved after six months of occupancy as determined by the Community Development Director,

the City shall contract for the completion of the landscaping and irrigation improvements to be paid for by the held sum. The City shall return the unused portion within one year of receipt or at the completion of all work.

16. Landscaping shall be maintained as shown on the landscape plan in perpetuity.

**Signage:**

17. The proposed signage shall meet the requirements of the City's Zoning Ordinance. All proposed signage shall be reviewed by the Planning and Building Divisions.

18. A Sign Plan shall be provided for the site. Only the following signs shall be allowed, subject to final review and approval by the Community Development Director prior to the issuance of a building permit for signs.

19. All signs shall be on permanent structure and of design and material to compliment the proposed commercial building. No signs on the premises shall be animated, rotating or flashing. No flags, pennants, banners, pinwheels or similar items shall be permitted on the premises, with the exception of a United States flag and California state flag.

20. Temporary signage for such things as special events and grand openings, shall require a Temporary Use Permit per the review and approval of the Community Development Director.

***Building Division Conditions***

21. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy Requirements per the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division at (925) 625 – 7005.

22. An Automatic Life Safety Sprinkler System shall be required in all new construction pursuant to Ordinance 22-06. The Automatic Life Safety Sprinkler Systems in commercial and industrial buildings shall be designed and installed to the standards and requirements found in the most recent version of the NFPA (National Fire Protection Association). Automatic Life Safety Sprinkler Systems in hotels and apartments shall be installed to the standards and requirements found in the most recent version of the NFPA, Standard 13R.

23. Prior to requesting a Certificate of Occupancy from the Building Division all Conditions of Approval required to occupancy must be completed.

***Public Works and Engineering Conditions***

**General:**

24. 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.
25. 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.
26. 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.
27. 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.

**Roadway Improvements:**

28. Construct the frontage of Live Oak Avenue to City public road standards for a 82-foot wide roadway within a 126-foot right of way, including curb, six-foot detached sidewalk (meandering within the landscape area so that the minimum landscape width is no less than six feet), right of way landscaping, a sixteen foot wide landscaped median, necessary longitudinal and transverse drainage, pavement widening to a minimum of 28 feet, and conforms to existing improvements. The face of curb shall be located 41 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project.
29. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

**Road Alignment/Sight Distance:**

30. Submit a preliminary plan and profile to the City Engineer for review showing all required improvements to Live Oak Avenue. The sketch plan shall be to scale, show horizontal and vertical alignments, transitions, curb lines, lane striping and cross sections and shall provide sight distance for a design speed of 40 miles per hour. The plan shall extend a minimum of 150 feet ± beyond the limits of the proposed work.

**Road Dedications:**

31. Convey to the City, by offer of dedication, the right of way for Live Oak Avenue for the planned future half width of 63-feet along the project frontage.
32. Relinquish abutter's rights of access along Live Oak Avenue except for the single approved driveway location.

**Access to Adjoining Property:**

33. 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 and drainage improvements.
34. Applicant shall only be allowed access to the project site at the single location shown on the approved site plan.

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

35. Enter into an agreement with the City that requires the right of way landscaping adjacent to the site to be maintained as part of the on-site landscaping at the property owner's expense to a standard acceptable and agreed upon by the City.

**Street Lights:**

36. Install streetlights along the project Live Oak Avenue frontage. 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 along Live Oak Avenue shall be General Electric spun aluminum "cobra head" style with LEDs.

**Grading:**

37. 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.
38. 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.

39. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.
40. 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.
41. 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.
42. 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.
43. 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.
44. The burying of any construction debris is prohibited on construction sites.

**Utilities/Undergrounding:**

45. Underground all new and existing utility distribution facilities, including those along the frontage of Live Oak Avenue. 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.

46. 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.

47. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

**Drainage Improvements:**

48. 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 consistent with the plans for Drainage Area 29H as prepared by the Contra Costa County Flood Control and Water Conservation District. Compliance with this requirement shall include a provision in the deferred improvement agreement for the applicant to cooperate with the installation of the Drainage Area 29H drainage lines that may be constructed in the future. In addition, the applicant may be permitted at the discretion of the City Engineer to construct an on-site temporary stormwater infiltration basin for use until permanent facilities are available to connect to. The temporary basin shall be of sufficient size to contain a one hundred and fifty percent of the runoff from a storm with a frequency interval of 100 years. The applicant shall submit plans for the infiltration basin to the City Engineer for review and approval.

49. A maintenance plan for the temporary infiltration basin shall be submitted to the City Engineer for review and approval defining the required maintenance activities and frequency so that the infiltration rate of the basin can be sustained while it is in operation and the capacity of the basin remains adequate for the impervious area being drained.

50. 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.

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

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

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

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

54. 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:

- Utilize pavers or other pervious materials for driveways, walkways, and parking areas wherever feasible.
- 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.
- Install filters in on-site storm drain inlets.
- Sweeping the paved portion of the site at least once a month utilizing a vacuum type sweeper.
- Use of landscape areas, vegetated swales, pervious pavement, and other infiltration mechanisms to filter stormwater prior to entering the storm drain system.
- Provide a sufficient amount of on-site trash receptacles.
- Distribute public information items regarding the Clean Water Program to customers.
- Other alternatives as approved by the City Engineer.

## **Fees/Assessments:**

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

- A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);

- B. Regional Transportation Development Impact Mitigation Fee 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);
- G. General Plan Fee (adopted by Resolution No. 53-03): and

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.

- 56. 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.
- 57. 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 issuance of a certificate of occupancy. 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.
- 58. 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 issuance of a certificate of occupancy. 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.

59. 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 building 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.
60. Applicant shall comply with the drainage fee requirements for Drainage Area 29H as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of building permit issuance. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which they might be eligible. Any credit or reimbursements shall be determined prior to filing the final map or as approved by the Flood Control District.

#### **ADVISORY NOTES**

**PLEASE NOTE ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL 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. Comply with the requirements of the Ironhouse Sanitary District.
- D. Comply with the requirements of the East Contra Costa Fire Protection District.
- E. Comply with the requirements of the Diablo Water District.
- F. Comply with the requirements of the Building Inspection Department. Building permits are required prior to the construction of most structures.
- G. This project may be subject to the requirements of the Department of Fish and Game. It is the applicant's responsibility to notify the Department of Fish and

Game, PO Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.

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

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 28<sup>th</sup> of April, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** Tuesday, April 28, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Joshua McMurray, Planning Manager  
**Subject:** **A Request by Diamond Hills Sports Club and Spa for a Modification to their Conditional Use Permit (PC Reso 13-07) to Allow for Outdoor Events (Conditional Use Permit (CUP 02-15))**

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Summary and Recommendation

The proposed project is a request by the Diamond Hills Sports Club and Spa for the approval of a modification to their existing Conditional Use Permit to allow for outdoor swim meets. The Diamond Hills Sports Club and Spa is located at 1510 Nerloy Road and opened its doors in November of 2008 and is Oakley's largest sports club and spa. Although never explicitly spelled out in the original Planning Commission approval (PC Reso 13-07), the Diamond Hills Sports Club and Spa has periodically hosted swim meets. The request to allow these events on a permanent, year by year, basis is accompanied by a letter from the applicant dated March 25, 2015 and a Noise Study prepared by Thorburn Associates dated April 1, 2015 (both attached to the Staff Report).

There are a group of residents currently residing in the Magnolia Park subdivision that have raised several concerns about the swim meets and other events over the past few years. Staff feels that although the request was specifically for swim meets, Staff feels that the larger issue is the outdoor events in general and has added several recommended conditions of approval to not only address the swim meets, but also the other outdoor events such as the tennis tournaments and movie nights.

Staff recommends the City Council adopt the Resolution approving the application by the Diamond Hills Athletic Club and Spa, located at 1510 Neroly Road, to modify their Conditional Use Permit (PC Reso 13-07) to allow for outdoor events (Conditional Use Permit (CUP 02-15)), as conditioned.

### Background and General Plan/Zoning Compliance

The Diamond Hills Sports Club and Spa is located in the larger Magnolia Park project area, which is boarded by Empire Avenue to the west, Neroly Road to the south, Carpenter Road to the north, and O'Hara Avenue to the east. On February 14, 2005 the City Council certified the Environmental Impact (SCH #2004062119) for the Magnolia Park subdivision. The EIR analyzed the Magnolia Park project area, encompassing 194.5 acres, a total of 549 single-family dwelling units and a 20-acre commercial site. The residential portion of the project was built out in multiple phases, spanning two

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Tentative Map approvals (approved in 2005 and 2009) and multiple Final Maps. Although the size of the commercial property was originally planned to be 20-acres, the existing commercial site is approximately 17-acres. In 2007, the Planning Commission approved a Tentative Parcel Map to subdivide the 17-acre parcel into three parcels, with the Diamond Hills Sports Club and Spa occupying a 10-acre site.

As conditioned by City Council Resolution No. 26-05 (Magnolia Park Subdivision 8731), "The commercial portion of the site shall comply with the standards in the City of Oakley's Zoning Ordinance for commercial zoned properties." At the time the RB (Retail Business) District was the best fit commercial district in the Oakley Zoning Ordinance and was used as the applicable district for the development. In terms of land use, the existing project is in compliance with the City of Oakley 2020 General Plan and the Zoning Ordinance.

### **Project Description**

The proposed project is to modify the existing Conditional Use Permit to allow for outdoor swim meets, during the spring and summer. These events are more specifically described in the attached letter from the applicant. In general, the applicant currently holds 4-5 swim meets per year during the months of May, June, and July. The events are typically held on Saturday and generally run from 8:00 AM to 2:00 PM, with set up and take down occurring before and after the scheduled times. Although the applicant explains in the letter that these types of events are "typical" of a sports club use, Staff believes there are valid reasons to place several conditions of approval on the proposed use to address the concerns raised by the Magnolia Park residents. Also, as stated above, Staff has also grouped other outdoor events into the analysis and incorporated conditions of approval to ensure that these uses are in compliance with all applicable codes and regulations as well as being compatible with the surrounding Magnolia Park neighborhood.

### **Magnolia Park Resident's Concerns**

The original application and ultimate Planning Commission approval never explicitly spelled out the proposed outdoor events. The first phases of the Magnolia Park subdivision were under construction well before the Diamond Hills Sports Club and Spa was constructed. New homes continued to be constructed to the southeast of the project site up until 2013 when the subdivision was completed; however, residents in the surrounding Magnolia Park neighborhood have been trying to work with the Diamond Hills Sports Club and Spa since 2012 (and quite possibly earlier) to address their concerns.

Staff held a meeting with a group of the residents on March 27, 2015 to try and understand the issues better. During the discussion, it was evident that there were several concerns associated with the swim meets, but others that centered around the tennis tournaments and the outdoor movie nights that the club hosts. The key issues at hand are as follows:

- **Alcohol Sales** – Relates to a concern that alcohol is being sold without permits at these events.



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- **Noise** –Relates to the hours of the outdoor events and the overall audible volume produced by the outdoor speaker system.
- **Occupancy** – Relates to the number of people allowed around the pool area. It is not uncommon for there to be anywhere from 150 to 300 swimmers at these events.
- **Parking** – Relates to the use of neighborhood streets in addition to the existing parking lot.
- **Security** – Relates to a need for security.
- **Swim Meet Entrance** – Relates to the use of a side entrance for the swim meets rather than having the swim meet attendees use the main Club entrance.
- **Trash Control** – Relates to the patrons of the swim meets leaving trash in and around the neighborhood.

### Analysis

The purpose of a Conditional Use Permit is to allow a use under specific conditions which assure that the use will not be a detriment to the public health, safety and welfare and will not impair the integrity and character of the zoned district. Staff has approached this issue slightly different than the typical analysis given to most projects. Although the applicant has provided a Noise Study prepared by a reputable noise consultant, there are several other issues at hand that are not specifically addressed by codes and regulations. To ensure that the use is compatible with the surrounding neighborhood, Staff has gone through each key issue above and drafted either a condition of approval or, if one is not needed, an explanation of why. The analysis is as follows:

- **Alcohol Sales** – The club has a California Department of Alcohol and Beverage Control (ABC) Type 41 license, which allows for the on-site sale of beer and wine. In addition to the license, the Club does not allow members or persons visiting the Club for events to bring in outside alcohol for consumption.

#### Recommended Condition of Approval:

The project shall comply with all applicable requirements of their California Department of Alcohol and Beverage Control (ABC) license. Club members and attendees of any outdoor event shall not be allowed to bring in outside alcohol.

- **Noise** – The applicant has submitted a noise report prepared by Thorburn Associates dated April 1, 2015. The Oakley 2020 General Plan uses Table 9-1 for "Noise Level Performance Standards for New Projects Affected by or Including Non-Transportation Noise Sources." The table indicates that the normal threshold for the hours between 7:00 AM -10:00 PM is 55 Leq dBA (this sound measurement is over a one hour period). However, the noise level specified shall be reduced by 5 dB for simple tone noises, noises primarily consisting of speech or music, etc. This translates to a level of 50 Leq dBA for the project and the standard to which the noise report has been prepared.

The noise report, although highly technical in nature, does indicate that there are some project components that could be implemented to ensure that the project is in compliance with Table 9-1. The noise report is attached for reference and included much of the details, but the noise report does indicate that the current point source loud speaker system is not adequate and instead a new distributed loudspeaker system would be required to reduce the overall noise levels to the 50 Leq dBA. This conclusion is based on the sound measurements taken on December 8, 2014 at the three locations indicated within the noise report. It should be noted that the report also does indicate that the ambient sound levels at the same locations ranged from 42 to 55 Leq dBA. Although the General Plan allows the City to impose stricter noise level standards than the ones specified if the ambient sound levels in a given area are lower than the standard; however in this case the ambient noise levels are at or higher than the standard. Based on the noise report and the requirements of the General Plan, if the applicant installs the distributed speaker system, the project will comply with the noise requirements of the General Plan.

**Recommended Conditions of Approval:**

Prior to the first outdoor event (after the approval of this Conditional Use Permit modification), the applicant shall install a distributed loudspeaker system in the swim deck area. This new system shall be field verified by a noise consultant and those findings shall be given to the Planning Division for confirmation that the new system is in compliance with the noise requirements of the Oakley 2020 General Plan Table 9-1.

All noise generated by the use (including but not limited to the swim meets, tennis tournaments, outdoor movie nights, and other similar events) shall comply with the noise standards of Table 9-1 of the Noise Element within the Oakley 2020 General Plan.

- **Occupancy** – The swim deck/outdoor area at the club has an allowable occupancy of 1,541 people. Based on the occupancy allowance by the approved construction plans, which are also verified by the East Contra Costa Fire protection District, Staff does not recommend adding any additional conditions of approval as the Club has already demonstrated sufficient capacity for the outdoor events.
- **Parking** – The existing developed center has over 400 existing parking spaces, with the Diamond Hills Sports Club and Spa requiring a little less than 300 total spaces. Although there is an excess of approximately 100 parking spaces for the site, there still are undeveloped building pads, which over time, will need to utilize some of the existing developed spaces. The applicant has indicated that they do block off the Clubs entrance off Daffodil Drive and post a sign at the corner of Neroly Road and Daffodil Drive to discourage the use of on-street parking for patrons of the events. Additionally, the club does notify the visiting teams of the designated parking in the existing lot. Even though the Club has made an effort to

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try and control the parking situation for the events, there are still several conditions that can be implemented to ensure the club's outdoor events are compatible with the surrounding neighborhood.

Recommended Conditions of Approval:

Prior to the first outdoor event (after the approval of this Conditional Use Permit modification), the applicant shall submit a detailed parking management plan to the satisfaction of the Planning Division. The plan shall provide details as to the signage being used and the placement of the signs/cones to prevent parking on the following streets: Daffodil Drive, south of Neroly Road, to Freesia Drive; Tezetta Drive, south to Freesia Drive; Geranium Drive south to Freesia Drive; and Freesia Drive, east to Tezetta Drive.

If the outdoor events create a need for parking in addition to what the center's parking lot can currently handle, the club shall work to secure an additional parking lot and provide a shuttle service to and from the parking lot to the club.

- **Security** – The applicant has indicated that the club does not provide security at these events and rely on club Staff to monitor the parking lots as well as staff the event entrances. Although the club is trying to ensure the even entrances are controlled as well as the parking lot monitored, there is no formal security plan in place to ensure the events are run in a safe manner.

Recommended Condition of Approval:

Prior to the first outdoor event (after the approval of this Conditional Use Permit modification), the applicant shall submit a detailed security plan to the satisfaction of the Planning Division. The security plan shall detail the number of club employees used at the event entrances and used to patrol the parking lot, in addition to a plan to ensure compliance with the requirements of the parking management plan.

- **Swim Meet Entrance** - The applicant has indicated that the events utilize both the main club entrance as well as a side pool entrance for the events. Logistically, it does make sense to have both access points as most patrons of the event would want to have direct access to the pool, rather than going through the club. Staff believes that with the above controls in place, specifically the Security Plan requirement, that the events can operate without an additional condition of approval to regulate access to the events.
- **Trash Control** – Based on the concerns that there is litter generated by the events that spill over to the adjacent residential properties, Staff believes there is a need to condition the project to ensure the trash is being picked up in a timely manner.

Recommended Condition of Approval:

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The applicant shall ensure that any trash generated from the event is cleaned up the same day the event ends, and in the case of events spanning multiple days, then the end of each day an event takes place.

Typically a Conditional Use Permit would be granted for an unspecified amount of time and would run with the land. In this case, Staff does believe there is merit to bringing this item back to the City Council at the conclusion of the outdoor events this year and prior to the first outdoor event scheduled for 2016 to ensure the outdoor events are operating in a way consistent with the approval. Staff has addressed this through the following condition:

Prior to the start of the first outdoor event for 2016, the Conditional Use Permit shall be brought back to the City Council for review, whereby the City Council may, if necessary, make modifications to or add new conditions of approval. The City Council may also exercise a review of the Conditional Use Permit at any time before or after the review for the purposes of ensuring the operation of the use is consistent with this approval.

### **Environmental Review**

This project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 – Existing Facilities. No further environmental review is required for this project.

### **Findings**

Draft findings are included in the attached resolution.

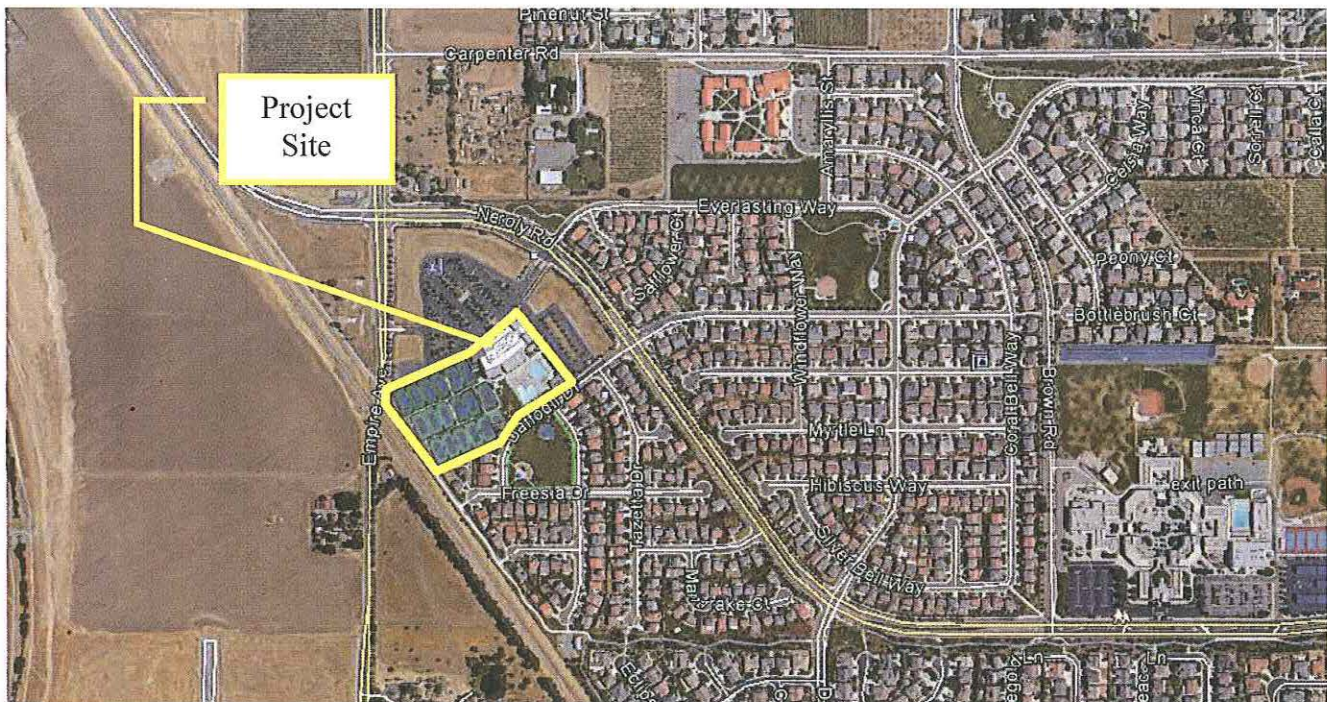
### **Recommendation**

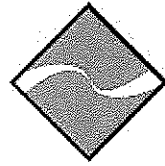
Staff recommends the City Council adopt the Resolution approving the application by the Diamond Hills Athletic Club and Spa, located at 1510 Neroly Road, to modify their Conditional Use Permit (PC Reso 13-07) to allow for outdoor events (Conditional Use Permit (CUP 02-15)), as conditioned.

### **Attachments**

1. Vicinity Map
2. Applicant Letter dated March 25, 2015
3. Noise Study dated April 1, 2015
4. Proposed City Council Resolution

Diamond Hills Sports Club and Spa  
Conditional Use Permit (CUP 02-15)  
APN: 034-040-015





**DIAMOND HILLS**  
SPORTS CLUB and SPA  
*A Premier Spare Time Club*

March 25, 2015

TO: Bryan Montgomery, Oakley City Manager  
FR: Mark Tappan  
Director of Operations, Spare Time Clubs  
RE: Diamond Hills Sports Club Use Permit – Swim Meets

Dear Bryan:

Thank you for facilitating our getting in front of the Oakley City Council to discuss the swim meets held at Diamond Hills Sports Club. This letter and application outlines our approach to easing our neighbors concerns about congestion and noise during these activities.

#### **Spare Time Clubs – Diamond Hills Sports Club and Spa**

Spare Time Clubs is a premier developer of private, multi-recreational sports clubs. Since 1972, Spare Time has helped people enjoy healthier, active lifestyles by offering a world-class combination of quality sports, racquet, fitness, aquatics and social programs for singles, couples and families.

Spare Time Clubs' mission has remained simple: create active, family-oriented communities where people enjoy our clubs as special places to meet, make friends and participate in exceptional fitness, recreational and social activities.

Diamond Hills Sports Club and Spa in Oakley is the latest addition to the Spare Time club family. The club opened its doors to the community in November 2008.

#### **Sports Clubs Programs and Activities**

Spare Time Clubs has eight clubs providing swim team programs for our neighbors' youth. Most of these teams have 150 to 300 young swimmers participating on a seasonal basis. A key component to the program is hosting home swim meets at club – the meets are an integral part of running a sports club and are right in line with Spare Time's mission of creating communities within the community. Spare Time has hosted 4 to 6 swim meets at each location, every year, for over 20 years (over 550 swim meets in total).

We have been holding 4 to 5 swim events at Diamond Hills Sports Club since we opened six years ago. Spare Time does believe that these meets and other events at the club would be an expected use of any "Sports" club and be covered under our current Use Permit. Swim meets generally run from 8 am until 2 pm on a few Saturdays in the months of May, June and July.

## **Neighbor Concerns**

A group of the neighbors living adjacent to the club approached us last July to express their concerns about noise levels, traffic and the overall hustle and bustle on swim meets days. We had, frankly, been running meets with little attention to the surrounding impact for six years. The neighbors opened our eyes to opportunities to reduce and mitigate the impact outside the walls of the club.

I believe we have taken the neighbors' concerns to heart and have adjusted significantly our approach for future swim meets and club outdoor activities.

## **Amplified Sound Testing and Meet Set Up Changes**

We have had a number of conversations with the neighborhood group, the City Manager, club staff and Acoustical Sound Specialists to come up with a plan to reduce the amplified sound levels, control traffic on Daffodil (the public street adjacent to the club and entrance into the neighborhood) and make other changes that would lessen the impact on the neighbors.

Here are a few of the specific actions we have taken to reduce the noise and ease parking concerns for the neighbors living adjacent to the club:

- Turn all speakers to face away from the neighbors (SE corner of club)
- Add a third speaker in the grass area to allow for lower volume levels at all speakers
- Tested and dialed swim meet sound equipment down to acceptable loudness levels
- Limit any amplified sound to between 8 am – 10 pm
- Notify neighbors (designated) 10 days prior to events – or provide a schedule at beginning of the outdoor season for the activities
- Block the south access (off Daffodil) to our parking lot on event days
- Provide signage at Neroly and Daffodil (“Residential Parking ONLY”) during swim meets
- Notify visiting teams of designated team parking in our lot

In-house sound testing – The staff at the club set up sound equipment as if we were running a meet. We made adjustments to the volume controls, speaker direction and placement for all amplified sound – starter signal, background music and meet announcer. By making changes in speaker placement, the number of speakers, and sound level controls we made a significant improvement in the sound that traveled outside the club walls.

Diamond Hills then hired one of the sound consultants recommended by the City of Oakley – Thorburn Associates, Inc. We asked Thorburn Associates to do the sound level and acoustical checks the City Manager had recommended we produce. The test results are attached.

In general, the acoustical testing summary (with all of our adjustments), indicated that the sound levels were at the same level as the existing ambient sound levels in the neighborhood, no higher. Thorburn pointed out that the sound levels were below what would be expected for Sports Club outdoor activities of this type. This is an indication that our efforts and the action we took to reduce sound levels had been successful.

## Use Permit – City Council Request

We are asking that the City Council affirm/confirm the following:

- That sports activities (swim meets, tennis tournaments and other activities) while not specifically outlined in the Use Permit are an expected and appropriate use of the Sports Club property.
- Understand that the club has made a significant effort and expenditure to improve the impact on the neighbors for future swim meets and activities.
- Accept and permit the club to continue running Sports Club appropriate activities (swim meets, tennis tournaments and other activities) under these guidelines for amplified sound.

We want to be good neighbors and are happy to do everything we can to help find some middle ground.

If you have any questions or need additional information, please contact me at (916) 859-5910.

Sincerely,

*Mark Tappan*

Mark Tappan  
Director of Operations  
Spare Time Clubs  
11344 Coloma Road, Suite 350  
Gold River, CA 95670





# THORBURN ASSOCIATES

ACOUSTICAL, TECHNOLOGY, AND LIGHTING DESIGN

1 April 2015

Mark Tappan  
Spare Time Clubs  
11344 Coloma Rd. #350  
Gold River, CA 95670

**Subject: Diamond Hills Sports Club – Site Noise Study  
TA Project #14095.00**

Dear Mark,

On the morning of 8 December 2014, Thorburn Associates visited the Diamond Hills Sports Club located in Oakley, California. The purpose of our visit was to document the acoustical background sound levels in the neighborhood surrounding the Sports Club's swimming deck, as well as to document typical amplified sound levels produced during swim meets.

## CRITERIA

### Crowd Noise

We have reviewed the City of Oakley's noise ordinance as well as Contra Costa County's noise ordinance. Neither of these documents states a specific sound level that must be met at the intersection of different land uses or at lot lines from one property to the next. These documents are also silent on crowd noise.

### Amplified Sound

The following is based on the 2020 Oakley General Plan Table 9-1 NOISE LEVEL PERFORMANCE STANDARDS FOR NEW PROJECTS AFFECTED BY OR INCLUDING NON-TRANSPORTATION NOISE SOURCES.

#### Noise Level Descriptor Daytime (7 a.m. to 10 p.m.) Hourly Leq, dBA 55

1. The noise level specified above shall be lowered by five dB for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises (e.g., humming sounds, outdoor speaker systems). These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g., caretaker dwellings). This translates to a level of 50 Leq dBA for this project.
2. The City can impose noise level standards which are more restrictive than those specified above based upon determination of existing low ambient noise levels.
3. Fixed noise sources which are typically of concern include, but are not limited to the following: HVAC Systems, Cooling Towers/Evaporative Condensers, Pump Stations, Lift Stations, Emergency Generators, Boilers, Steam Valves, Steam Turbines, Generators, Fans, Air Compressors, Heavy Equipment, Conveyor Systems, Transformers, Pile Drivers, Grinders, Drill Rigs, Gas or Diesel Motors, Welders, Cutting Equipment, Outdoor Speakers, Blowers.
4. The types of uses which may typically produce the noise sources described above include but are not limited to: industrial facilities including pump stations, trucking operations, tire shops, auto maintenance shops, metal fabricating shops, shopping centers, drive-up windows, car washes,

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JustAsk@TA-INC.COM

loading docks, public works projects, batch plants, bottling and canning plants, recycling centers, electric generating stations, race tracks, landfills, sand and gravel operations, and athletic fields.

### SET UP

We understand that Sports Club staff have repositioned the loudspeaker set up and adjusted the direction and loudness of the amplified sound to lessen the impact on the adjacent properties. We have measured sound levels with the loudspeakers in their new locations.

### OBSERVATIONS

Amplified sound levels produced during a typical swim meet set up, while audible were not measurable against other background sounds in the neighborhood immediately adjacent to the Diamond Hills Sports Club. That is, while we could hear music and general announcements and identify the sounds, they did not impact the meter readings. At times, general urban activities such as planes overhead, distant traffic and train whistles, and birds produced higher levels on the sound level meters than the amplified sound. During our visit a street sweeper was in the neighborhood and we had to suspend our measurements until it left. The street sweeper and yard work in the adjacent housing subdivision created sound levels that masked over amplified sound levels from the swim meet.

### SETTING

Your staff set up the swimming block starting station and its associated loudspeakers; the contractor the club uses for amplified sound and general announcements set up his system in a manner that is typically used during the meets. At location "A" on the pool deck, we set up a control point to record and document the typical sound levels from the amplified systems. Please refer to the following table for these typical sound levels.

Location	Description	Typical Sound Level
On Pool Deck (A)	Starter bursts	57 dBA <sup>1</sup>
On Pool Deck (A)	PA Announcer	65 dBA
On Pool Deck (A)	Music	74 dBA





## MEASUREMENTS

Sampling sound level meters were located at three fixed positions (nearest property lines):

1. 6088 Tazetta Dr. on light pole
2. 7181 Geranium Dr. on stop sign
3. 933 Daffodil Dr. on light pole

The sound meters were set to record the sound level once every second, creating a continuous report of the sound level during the measurement period. In addition, a handheld portable meter was used to confirm the meter reading and sounds heard by ear. The measurement period ran from approximately 11 am to 12 noon on Monday, 8 December 2014.

During that time, the neighborhood averaged background sound levels at the fixed meters ranging from 42 to 55 Leq. Sound levels on average at 6088 Tazetta Dr. trended louder due to its proximity to the entrance of the subdivision while individual levels at light Pole 933 Daffodil Dr. were louder due to the free-flowing traffic as cars drove by.

Sound levels observed at Location 1: ambient sound level approximately 47 dBA; cars passing created sound levels of 56 to 59 dBA; distant train burst of 45 dBA; the starter's burst was heard but could not be measured above the background noise level of 48 to 52 dBA; music was heard as a reflection off of the Sports Club building; street sweeping machine 80 dBA; yard work in adjacent subdivision 65-70 dBA. Location 1 at 6088 Tazetta Dr. has the greatest fluctuations due to its proximity to the club and the entrance of the subdivision.

Sound levels observed at Location 2: ambient sound level approximately 43 dBA; cars passing created sound levels of 46 and 48 dBA; the starter's burst was 49 to 51 dBA.

Sound levels observed at Location 3: ambient sound level approximately 44 dBA; planes overhead between 50 and 56 dBA; the starter's burst was 47 dBA; voice announcements were measured at 44 dBA; music ranged between 46 and 50 dBA and was heard as a reflection off of the Sports Club building.

The following table summarizes the average event sound levels (dBA) from the data logging sound level meters.

Event	Location		
	1	2	3
Ambient no swim deck activity	56	43	47
Starter's Announcements and Burst	54	49	52
Music and General Announcements	53	45	49

## MEASUREMENTS SUMMARY

As can be seen by the data, the sound levels of the amplified swim deck activity during a swim meet and the background sound levels of the neighborhood align at very similar levels. That is, in some cases amplified swim deck activity can be measured and documented when viewed on a sound level meter, and at other times a simple car drive by masks noise from activities on the swim deck.

The Starter Announcements and Start Burst (the go signal) are short in time duration "SWIMMERS TAKE YOUR MARK... (Starters burst)". This acoustical event had an average sound level of 49 – 54 dBA at the different locations measured. This event has a duration of less than five seconds.

Music and general announcements will be dependent on how the portable public address system is set up and ran by the vendor. During our measurements the vendor had two loudspeakers: one aimed across the pool to the tennis courts; the second aimed back to the Sports Club building. During our measurements we could hear the reflection of the music from one of the loudspeakers off the side of the Sports Club building.

## FINDINGS

The representative sound levels measured at the nearest lot line locations are difficult to accurately quantify due to the general background sound levels from typical events. Both the neighborhood background sound levels and the sound from swimming events vary in the same relative range of approximately 45 to 55 dBA. This makes sounds audible but hard to measure as one covers over the next. This is the definition of background sound.

### Starter's Announcements and Burst Sound Event

The Town of Oakley's noise ordinance calls for the amplified sounds of speech and music at swim meets to not exceed 50 dBA Leq in any one hour. To determine if an event produces more than 50 dBA Leq over an hour period we need to determine the total acoustical power of that event. The detailed calculations are provided in Appendix A. The following is a simplified summary of the calculations.

50 dBA Leq has or equates to 360,000,000 units of acoustical energy into a one hour period.

A five second 54 dBA event has approximately 1,256,000 units of acoustical energy.

This means it would take approximately 286 instances of the five second 54 dBA event to provide the same number of acoustical units to equate to the 50 dBA Leq criteria established by the Town of Oakley.

Based on our review of the typical swimming schedule (see attached) the total number of hourly events range between 18 and 24, which is well less than the 286 events required for the 50 dBA Leq criteria to be met. The 54 dBA event is based on our measurements at location one (the loudest lot line location).

### Music and General Announcements Sound Event

The Town of Oakley's noise ordinance calls for the amplified sounds of speech and music at swim meets to not exceed 50 dBA Leq in any one hour.

To control the sound event a different type of loudspeaker system is required. Presently a point source loudspeaker system is being used; this should be changed to a distributed loudspeaker system. In concept, a point source loudspeaker would be the equivalent of the sun, where the distributed loudspeaker system would be the equivalent of parking lot lights. Instead of having one very loud (bright) source, a number of quieter (dimmer) sources, would be located throughout the observation area.

The smaller loud speakers could be mounted on the existing light poles, there would be more than two so they would be lower in volume. By being located closer to the listeners they would be pointed down to the ground not out into the site. Once installed the system could be adjusted to meet the 50 dBA Leq criteria at the adjacent property lines.

Based on our experience with other outside venues including theme parks for Disney, Universal and others, the Music and General Announcements sound system can be controlled to 50 dBA Leq at the lot line if properly design and commissioned.

# # #

We trust this information is useful. Should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,  
Thorburn Associates Inc.



Steven J. Thorburn, PE, LEED AP  
Principal

SJT/flo

Attachments – Event SEL Calculation  
Swim Meet Time Table  
Town of Oakley Noise Ordinance

<sup>1</sup> **A-Weighted Sound Level (Noise Level) -- dBA** -- A term for the A-weighted sound pressure level. A-weighting is a frequency weighting which is commonly used to measure the loudness or "noisiness" of sounds. A-weighting filters the microphone signal in a manner which better correlates with the sensation of the human ear. The sound level is obtained by use of a standard sound level meter and is expressed in decibels. Sometimes the unit of sound level is written as dBA. **All noise data in this letter are A-weighted.**

**Leq** -- The equivalent steady-state A-weighted sound level that, in a stated period of time, would contain the same acoustic energy as the time-varying sound level during the same time period.

**Sound Exposure Level (SEL, L<sub>AE</sub>)** -- That constant level in dBA which, lasting for one second, has the same amount of acoustic energy as a given A-weighted noise event.

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### EVENT SOUND LEVEL CALCULATION

The measured swim meet race starter event sound level is 54 dBA<sub>Leq</sub> for duration of 5 seconds

Or

$$10^{(54/10)} = 251,189 \text{ units of sound for a duration of 5 seconds}$$

Or

$$251,189 * 5 \text{ this equals } 1,255,943 \text{ total units of sound}$$

The Criteria is 50 dBA<sub>Leq</sub> over an hour (3600 seconds)

Or

$$10^{(50/10)} = 100,000 \text{ units of sound allowable for a duration of 3600 seconds}$$

Or

$$100,000 * 3,600 \text{ this equals } 360,000,000 \text{ total units of sound allowable over the one hour period}$$

1,255,943 / 360,000,000 is equal to almost 24 minutes of 54 dBA sound level events, or 286 swim starter events.

While a component of the background sound levels, the swim starter announcement / system is not a major contributor on the impact of the swim meet acoustical event on the neighborhood.

## Session Report

Session: 1 Full Meet

Day of Meet: 1 Starts at 08:45 AM Heat Interval: 20 Seconds / Back +15 Seconds

Round	Event	Entries	Heats	Starts at
Finals	1 Mixed 6 & Under 100 Freestyle Relay	7	1	08:45 AM
Finals	2 Girls 7-8 100 Medley Relay	7	1	08:48 AM
Finals	3 Boys 7-8 100 Medley Relay	7	1	08:51 AM
Finals	4 Girls 9-10 100 Medley Relay	7	1	08:54 AM
Finals	5 Boys 9-10 100 Medley Relay	5	1	08:56 AM
Finals	6 Girls 11-12 200 Medley Relay	7	1	08:58 AM
Finals	7 Boys 11-12 200 Medley Relay	5	1	09:01 AM
Finals	8 Girls 13-14 200 Medley Relay	5	1	09:05 AM
Finals	9 Boys 13-14 200 Medley Relay	4	1	09:08 AM
Finals	10 Girls 15-18 200 Medley Relay	2	1	09:12 AM
Finals	11 Boys 15-18 200 Medley Relay	1	1	09:14 AM
Finals	12 Girls 9-10 100 IM	14	2	09:17 AM
Finals	13 Boys 9-10 100 IM	8	1	09:21 AM
Finals	14 Girls 11-12 100 IM	9	2	09:23 AM
Finals	15 Boys 11-12 100 IM	8	1	09:27 AM
Finals	16 Girls 13-14 100 IM	12	2	09:29 AM
Finals	17 Boys 13-14 100 IM	8	2	09:33 AM
Finals	18 Girls 15-18 100 IM	6	1	09:37 AM
Finals	19 Boys 15-18 100 IM	5	1	09:38 AM
Finals	20 Girls 6 & Under 25 Freestyle	32	4	09:40 AM
Finals	21 Boys 6 & Under 25 Freestyle	22	3	09:45 AM
Finals	22 Girls 7-8 25 Freestyle	47	6	09:48 AM
Finals	23 Boys 7-8 25 Freestyle	36	5	09:52 AM
Finals	24 Girls 9-10 25 Freestyle	37	5	09:56 AM
Finals	25 Boys 9-10 25 Freestyle	16	2	10:00 AM
Finals	26 Girls 11-12 50 Freestyle	31	4	10:01 AM
Finals	27 Boys 11-12 50 Freestyle	18	3	10:05 AM
Finals	28 Girls 13-14 50 Freestyle	15	2	10:08 AM
Finals	29 Boys 13-14 50 Freestyle	12	2	10:10 AM
Finals	30 Girls 15-18 50 Freestyle	7	1	10:12 AM
Finals	31 Boys 15-18 50 Freestyle	4	1	10:13 AM
Finals	32 Girls 6 & Under 25 Backstroke	32	4	10:13 AM
Finals	33 Boys 6 & Under 25 Backstroke	22	3	10:19 AM
Finals	34 Girls 7-8 25 Backstroke	44	6	10:24 AM
Finals	35 Boys 7-8 25 Backstroke	29	4	10:31 AM
Finals	36 Girls 9-10 25 Backstroke	25	4	10:36 AM
Finals	37 Boys 9-10 25 Backstroke	12	2	10:40 AM
Finals	38 Girls 11-12 50 Backstroke	22	3	10:42 AM
Finals	39 Boys 11-12 50 Backstroke	12	2	10:46 AM
Finals	40 Girls 13-14 50 Backstroke	9	2	10:49 AM
Finals	41 Boys 13-14 50 Backstroke	4	1	10:52 AM
Finals	42 Girls 15-18 100 Backstroke	5	1	10:53 AM
Finals	43 Boys 15-18 100 Backstroke	2	1	10:55 AM
Finals	44 Girls 7-8 50 Freestyle	19	3	10:57 AM
Finals	45 Boys 7-8 50 Freestyle	15	2	11:02 AM

### Session Report

Session: 1 Full Meet

Day of Meet: 1 Starts at 08:45 AM Heat Interval: 20 Seconds / Back +15 Seconds

Round	Event	Entries	Heats	Starts at
Finals	46 Girls 9-10 50 Freestyle	15	2	11:05 AM
Finals	47 Boys 9-10 50 Freestyle	10	2	11:08 AM
Finals	48 Girls 11-12 100 Freestyle	14	2	11:10 AM
Finals	49 Boys 11-12 100 Freestyle	7	1	11:13 AM
Finals	50 Girls 13-14 100 Freestyle	8	1	11:15 AM
Finals	51 Boys 13-14 100 Freestyle	6	2	11:17 AM
Finals	52 Girls 15-18 100 Freestyle	6	1	11:21 AM
Finals	53 Boys 15-18 100 Freestyle	3	1	11:23 AM
Finals	54 Girls 7-8 25 Breaststroke	25	4	11:24 AM
Finals	55 Boys 7-8 25 Breaststroke	26	4	11:28 AM
Finals	56 Girls 9-10 25 Breaststroke	14	2	11:33 AM
Finals	57 Boys 9-10 25 Breaststroke	10	2	11:35 AM
Finals	58 Girls 11-12 50 Breaststroke	15	2	11:36 AM
Finals	59 Boys 11-12 50 Breaststroke	7	1	11:39 AM
Finals	60 Girls 13-14 50 Breaststroke	10	2	11:40 AM
Finals	61 Boys 13-14 50 Breaststroke	6	1	11:42 AM
Finals	62 Girls 15-18 100 Breaststroke	6	1	11:43 AM
Finals	63 Boys 15-18 100 Breaststroke	2	1	11:45 AM
Finals	64 Girls 7-8 25 Butterfly	31	4	11:47 AM
Finals	65 Boys 7-8 25 Butterfly	20	3	11:51 AM
Finals	66 Girls 9-10 25 Butterfly	26	4	11:54 AM
Finals	67 Boys 9-10 25 Butterfly	13	2	11:57 AM
Finals	68 Girls 11-12 50 Butterfly	23	3	11:58 AM
Finals	69 Boys 11-12 50 Butterfly	8	1	12:02 PM
Finals	70 Girls 13-14 50 Butterfly	9	2	12:03 PM
Finals	71 Boys 13-14 50 Butterfly	6	1	12:05 PM
Finals	72 Girls 15-18 50 Butterfly	5	1	12:07 PM
Finals	73 Boys 15-18 50 Butterfly	5	1	12:08 PM
Finals	74 Girls 7-8 100 Freestyle Relay	6	1	12:09 PM
Finals	75 Boys 7-8 100 Freestyle Relay	6	1	12:11 PM
Finals	76 Girls 9-10 100 Freestyle Relay	7	1	12:13 PM
Finals	77 Boys 9-10 100 Freestyle Relay	5	1	12:14 PM
Finals	78 Girls 11-12 200 Freestyle Relay	7	1	12:16 PM
Finals	79 Boys 11-12 200 Freestyle Relay	5	1	12:19 PM
Finals	80 Girls 13-14 200 Freestyle Relay	3	1	12:22 PM
Finals	81 Boys 13-14 200 Freestyle Relay	4	1	12:24 PM
Finals	82 Girls 15-18 200 Freestyle Relay	2	1	12:27 PM
Finals	83 Boys 15-18 200 Freestyle Relay	2	1	12:29 PM
	Swimmers Counts for Warm-ups: 345			
	Entry / Heat Totals:	1,039	163	
	Finish Time			12:31 PM



9.0 – Noise Element

**Table 9-1  
NOISE LEVEL PERFORMANCE STANDARDS FOR NEW PROJECTS  
AFFECTED BY OR INCLUDING NON-TRANSPORTATION NOISE SOURCES**

Noise Level Descriptor	Daytime (7 a.m. to 10 p.m.)	Nighttime (10 p.m. to 7 a.m.)																						
Hourly $L_{eq}$ , dB	55	45																						
<ol style="list-style-type: none"> <li>1. Each of the noise levels specified above shall be lowered by five dB for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises (e.g., humming sounds, outdoor speaker systems). These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g., caretaker dwellings).</li> <li>2. The City can impose noise level standards which are more restrictive than those specified above based upon determination of existing low ambient noise levels.</li> <li>3. Fixed noise sources which are typically of concern include, but are not limited to the following: <table border="0" style="margin-left: 20px;"> <tr> <td>HVAC Systems</td> <td>Cooling Towers/Evaporative Condensers</td> </tr> <tr> <td>Pump Stations</td> <td>Lift Stations</td> </tr> <tr> <td>Emergency Generators</td> <td>Boilers</td> </tr> <tr> <td>Steam Valves</td> <td>Steam Turbines</td> </tr> <tr> <td>Generators</td> <td>Fans</td> </tr> <tr> <td>Air Compressors</td> <td>Heavy Equipment</td> </tr> <tr> <td>Conveyor Systems</td> <td>Transformers</td> </tr> <tr> <td>Pile Drivers</td> <td>Grinders</td> </tr> <tr> <td>Drill Rigs</td> <td>Gas or Diesel Motors</td> </tr> <tr> <td>Welders</td> <td>Cutting Equipment</td> </tr> <tr> <td>Outdoor Speakers</td> <td>Blowers</td> </tr> </table> </li> <li>4. The types of uses which may typically produce the noise sources described above include but are not limited to: industrial facilities including pump stations, trucking operations, tire shops, auto maintenance shops, metal fabricating shops, shopping centers, drive-up windows, car washes, loading docks, public works projects, batch plants, bottling and canning plants, recycling centers, electric generating stations, race tracks, landfills, sand and gravel operations, and athletic fields.</li> </ol>	HVAC Systems	Cooling Towers/Evaporative Condensers	Pump Stations	Lift Stations	Emergency Generators	Boilers	Steam Valves	Steam Turbines	Generators	Fans	Air Compressors	Heavy Equipment	Conveyor Systems	Transformers	Pile Drivers	Grinders	Drill Rigs	Gas or Diesel Motors	Welders	Cutting Equipment	Outdoor Speakers	Blowers		
HVAC Systems	Cooling Towers/Evaporative Condensers																							
Pump Stations	Lift Stations																							
Emergency Generators	Boilers																							
Steam Valves	Steam Turbines																							
Generators	Fans																							
Air Compressors	Heavy Equipment																							
Conveyor Systems	Transformers																							
Pile Drivers	Grinders																							
Drill Rigs	Gas or Diesel Motors																							
Welders	Cutting Equipment																							
Outdoor Speakers	Blowers																							

**RESOLUTION NO. XX-15**

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE APPLICATION BY THE DIAMOND HILLS SPORTS CLUB AND SPA TO MODIFY THE CONDITIONAL USE PERMIT (PC RESO 13-07) TO ALLOW FOR OUTDOOR EVENTS AT THE PROJECT SITE LOCATED AT 1510 NERLOY ROAD (APN: 034-040-015)**

**WHEREAS**, on April 1, 2015, Mark Tappan with the Diamond Hills Sports Club and Spa ("Applicant"), submitted an application for a modification to the Conditional Use Permit approved by PC Reso 13-07 to allow for outdoor at an existing developed sports club located at 1510 Neroly Road (CUP 02-15), at APN 034-040-015 ("Project"); and

**WHEREAS**, on April 13, 2015, the project application was deemed complete per Government Code section 65920 et. seq; and

**WHEREAS**, the project site was part of the larger Magnolia Park Project area (Subdivision 8737). The commercial site in which the project is specifically located is designated for is designated for commercial uses, and zoned P-1 (Planned Development); and

**WHEREAS**, the project is exempt from further environmental analysis under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301, "Class 1 – Existing Facilities"; and

**WHEREAS**, on April 16, 2015, the Notice of Public Hearing for the project was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 300-foot radius of the subject property's boundaries, to outside agencies, and to parties requesting such notice; and

**WHEREAS**, on April 28, 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 applicant, 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 conditioned, 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 upon the City's General Plan, the City's Zoning Ordinance, the City's Commercial and Industrial Design Guidelines, and the information submitted to the City Council at its April 28, 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 (hereinafter the "Record"); and

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

- A. In regards to the application for a modification to the Conditional Use Permit approved by PC Reso 13-07 to allow for outdoor at an existing developed sports club located at 1510 Neroly Road (CUP 02-15), at APN 034-040-015 ("Project"):
1. The site for the proposed use is adequate in size and shape to accommodate the use in a manner complementary with the land and uses in the area in that the site is currently developed with the Diamond Hills Sports Club and Spa. The Magnolia Park project area anticipated this site to be developed with commercial land uses and thus the proposed project to modify the original Planning Commission approval to allow for outdoor events is consistent with the larger project area;
  2. The site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use in that the site is accessible by public rights-of-way such as Empire Avenue, Neroly Road, and Daffodil Drive, which are designed to handle project generated traffic;
  3. The proposed use will be arranged, designed, constructed, operated, and maintained so as to be compatible with the intended character of the area and will not change the essential character of the area that is intended by the General Plan and the applicable zoning ordinances in that the proposed use is conditionally permitted in the R-B (Retail Business) Zoning District with the approval of a Conditional Use Permit. The use will comply with the noise standards set forth in the Oakley Municipal Code and will provide all parking on-site for the outdoor events;
  4. The proposed use provides for continued growth and orderly development of the community and is consistent with the various elements and objectives of the General Plan in that the type of outdoor events proposed are consistent with the use of a sports club. The use and site are a result of Oakley's zoning that allows for commercial lots that can accommodate this type of use; and
  5. The proposed design and materials of the existing building and site

improvements are compatible with the surrounding area.

- 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 of the Applicant's request for a Conditional Use Permit, subject to the following Conditions of Approval:

**Conditions of Approval**

Applicant shall comply with the requirements of the Oakley Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the application received by the Planning Division on **April 1, 2015**, as well as additional information acquired since that time and made part of the project file.

**THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ESTABLISHMENT OF THE USE UNLESS OTHERWISE NOTED:**

**Planning Division Conditions**

**General:**

1. This **Conditional Use Permit (CUP 02-15)**, which is a modification to the Conditional Use Permit approved by PC Reso. 13-07, is approved, as shown on the application, date stamped by the Planning Division on **April 1, 2015**, and as modified by the following conditions of approval, subject to final review and approval by the Planning Division.
2. This approval for **Conditional Use Permit (CUP 02-15)** shall be effectuated within a period of one (1) year from the effective date of this resolution by either pulling a building permit or establishing the use and if not effectuated shall expire on **April 28, 2016**. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Zoning Code.
3. This approval does not supersede PC Reso. 13-07; however it is intended to supplement that approval to specifically address outdoor events. All applicable conditions of PC Reso 13-07 are still valid and shall be followed.
4. Prior to the start of the first outdoor event for 2016, the Conditional Use Permit shall be brought back to the City Council for review, whereby the City Council may, if necessary, make modifications to or add new conditions of approval. The City Council may also exercise a review of the Conditional Use Permit at any time before or after the review for the purposes of ensuring the operation of the use is consistent with this approval.

5. 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.
6. 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.
7. 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.
8. The applicant shall defend, indemnify, and hold harmless the city or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the city, its boards, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of the project. The city shall promptly notify the applicant of any such claim, action or proceeding. The city shall have the option of coordinating the defense. Nothing contained in this condition shall prohibit the city from participating in a defense of any claim, action, or proceeding if the city bears its own attorney's fees and costs, and the city defends the action in good faith.

**Outdoor Events:**

9. The project shall comply with all applicable requirements of their California Department of Alcohol and Beverage Control (ABC) license. Club members and attendees of any outdoor event shall not be allowed to bring in outside alcohol.
10. Prior to the first outdoor event (after the approval of this Conditional Use Permit modification), the applicant shall install a distributed loudspeaker system in the swim deck area. This new system shall be field verified by a noise consultant and those findings shall be given to the Planning Division for confirmation that the new system is in compliance with the noise requirements of the Oakley 2020 General Plan Table 9-1.
11. All noise generated by the use (including but not limited to the swim meets, tennis tournaments, outdoor movie nights, and other similar events) shall comply with the noise standards of Table 9-1 of the Noise Element within the Oakley 2020 General Plan.
12. Prior to the first outdoor event (after the approval of this Conditional Use Permit modification), the applicant shall submit a detailed parking management plan to the

satisfaction of the Planning Division. The plan shall provide details as to the signage being used and the placement of the signs/cones to prevent parking on the following streets: Daffodil Drive, south of Neroly Road, to Freesia Drive; Tezetta Drive, south to Freesia Drive; Geranium Drive south to Freesia Drive; and Freesia Drive, east to Tezetta Drive.

13. If the outdoor events create a need for parking in addition to what the center's parking lot can currently handle, the club shall work to secure an additional parking lot and provide a shuttle service to and from the parking lot to the club.
14. Prior to the first outdoor event (after the approval of this Conditional Use Permit modification), the applicant shall submit a detailed security plan to the satisfaction of the Planning Division. The security plan shall detail the number of club employees used at the event entrances and used to patrol the parking lot, in addition to a plan to ensure compliance with the requirements of the parking management plan.
15. The applicant shall ensure that any trash generated from the event is cleaned up the same day the event ends, and in the case of events spanning multiple days, then the end of each day an event takes place.

#### ***Building Division Conditions***

16. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy Requirements per the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division at (925) 625 – 7005.

#### **ADVISORY NOTES**

**PLEASE NOTE ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL 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. Comply with the requirements of the Ironhouse Sanitary District.
- D. Comply with the requirements of the East Contra Costa Fire Protection District.
- E. Comply with the requirements of the Diablo Water District.

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

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

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

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 28<sup>th</sup> of April, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** April 15, 2015  
**To:** Mayor and Members of City Council  
**From:** William R. Galstan, Special Counsel *William R. Galstan*  
**Cc:** Bryan H. Montgomery, City Manager; Derek P. Cole, City Attorney;  
Dan Gomez, Chief of Police  
**Subject:** Ordinance Establishing Police Department

### **FOR CONSIDERATION AT THE CITY COUNCIL MEETING ON APRIL 28, 2015**

#### **Summary and Recommendation**

- a) Waive reading of ordinance;
- b) Introduce by title only an ordinance adding Article 3 to Chapter 2 of Title 2 of the Oakley Municipal Code, establishing a Police Department.

#### **Fiscal Impact**

Adoption of this ordinance *per se* will not have any financial impact. The policy decision already made by the City Council to create a city Police Department is expected to make the funding of police services more efficient.

#### **Background and Analysis**

Although Oakley has always had a "police department", this has been a contract service provided by the Sheriff's Department. The City Council has determined to bring police services "in house" and thus it is appropriate to formally establish a City police department and generally outline its functions. As an example, our Municipal Code already has provisions about the offices of City Manager and Finance Director.

The attached ordinance is designed to become "operative" immediately upon termination of the police services contract with the County. A City Police Department would then be created. The duties and responsibilities of the Police Chief are outlined in the ordinance.

Under the city manager form of government, the Police Chief is appointed by the City Manager and serves at the pleasure of the City Manager, Government Code Sec. 34856. (In non-city manager cities, the City Council appoints the Police Chief, Government Code Sec. 36505, but this is a rare situation.)





Clearly, the appointment and retention of the Police Chief is a matter of great interest to the City Council. There are techniques whereby the Council, or a subcommittee, can be involved in the interview process. Ultimately, of course, the Council's satisfaction with the Police Chief is controlled through the Council's satisfaction with the City Manager.

The proposed ordinance grants to the Police Chief the powers specified for police chiefs in state law, Government Code Sec. 41601 – 41612. These include the powers to suppress riot and crime in the same manner as the powers granted to county sheriffs, the control and supervision of police officers, the obedience to arrest warrants, the charge of prisoners, and the collection of any fees prescribed by ordinance. The only responsibility that the ordinance deletes from the Police Chief is the requirement under Government Code Sec. 41610 to make a monthly statement of all monies handled by the Department. The ordinance specifies that this shall be the responsibility of the Finance Director.

The ordinance also provides that the staffing level of the Police Department shall be determined by the City Council through the budget process. Sworn officers are given the powers granted by State law, and shall be subject to the same requirements, such as POST training and certification.

Oakley will want to become a member agency of the Commission on Police Officer Standards and Training ("POST"), a statewide organization established by the Legislature to provide uniform standards for officer training and certification. This office has contacted POST inquiring as to the procedure for becoming a member agency. If we receive information from their office in time to include in this agenda, staff will propose a separate agenda item in that regard. If not, we will place an item on an upcoming agenda in the near future.

Finally, the ordinance also authorizes the City Manager, if funds have been provided by the Council, to appoint a "provisional" Police Chief and other officers, who shall have the responsibility to plan, organize, recruit and otherwise prepare for the implementation of the new Police Department.

### **Optional Action**

The adoption of the proposed ordinance may not be absolutely necessary to create a Police Department, but it does seem proper to do so, given the relatively large size and important functions of the Department. However, an option would be to do nothing regarding the adoption of an ordinance.



**Attachment**

Ordinance adding Article 3 to Chapter 2 of Title 2 of the Oakley Municipal Code, creating a City police department.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY ADDING  
ARTICLE 3 TO CHAPTER 2 OF TITLE 2 OF THE OAKLEY MUNICIPAL CODE,  
ESTABLISHING A POLICE DEPARTMENT**

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

Section 1. Article 3 is hereby added to Chapter 2 of Title 2 of the Oakley Municipal Code, to read as follows:

**Article 3. POLICE DEPARTMENT**

**2.2.302. Department created.**

There is hereby created in the government of the City of Oakley a Police Department for the protection of public safety, enforcement of laws and the performance of other duties as specified by the City Council and the City Manager.

**2.2.304. Police Chief.**

The City Manager shall appoint the Police Chief, who shall serve at the pleasure of the City Manager. The Police Chief shall have operational control over the Department, although the City Manager shall be deemed the Hiring Authority for all of the employees of the Department. The Police Chief shall have all of the powers and duties specified in Government Code sections 41601 through 41611, and successor legislation, except that financial accounting of receipts shall be made by the Finance Director. The Police Chief shall also have the authority to promulgate rules, regulations and policies for the operation of the Department.

**2.2.306. Employees.**

The number of sworn and non-sworn members and employees of the Department shall be determined by the City Council in the budget adoption process. Sworn peace officers shall have all the powers that are authorized by state law, including arrest and ability to issue citations, and shall be subject to all requirements imposed upon sworn peace officers established by state law. Sworn officers also have the authority to issue administrative citations for the violation of city ordinances.

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

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

Section 3. Severability.

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

Section 4. Effective Date and Publication.

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

Section 5. Operative.

Although this Ordinance shall become effective as stated above, it shall not become operative until the termination of the police services contract between the City and Contra Costa County, whereupon it shall become operative immediately. Prior to this Ordinance becoming operative, the City Manager shall have the authority, if funds have been appropriated for such purpose by the City Council, to appoint a provisional Police Chief and other members of the Department, who shall have the duty to plan, organize, recruit, and otherwise prepare for the implementation of the City police department and who shall assume the regular duties of their positions once this Ordinance becomes operative.

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

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date



## STAFF REPORT

Approved and forwarded to City Council

A handwritten signature in blue ink, appearing to read "B. Montgomery", is written over a horizontal line.

Bryan H. Montgomery, City Manager

**Date:** April 28, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kenneth W. Strelo, Senior Planner  
**SUBJECT:** Jalisco's Restaurant Color Change and Awnings (DR 04-15)

### Summary

This is a request by Valentina Torres of Jalisco's Restaurant ("Applicant") for design review approval of exterior color changes and the addition of awnings to the restaurant building located at 3899 Main Street ("project"). The project site is zoned "SP-4" (Downtown Specific Plan) District: APN 035-182-019.

Staff recommends the City Council adopt the resolution approving Design Review for Jalisco's Restaurant Color Change and Awnings (DR 04-15), as conditioned.

### Background and Project Description

The existing restaurant building is the former location of Taqueria El Paso and prior to that, Natalie's Bar and Grill and Buzz Inn. Currently, the owner of Jalisco's Restaurant and current tenant of the building is making several improvements to the interior. On the week of April 6, 2015, Staff noticed the exterior of the building and roof tiles on the entry and freestanding sign had been mostly painted. The tenant was immediately contacted and quickly and cooperatively filed this application for Design Review approval.

The proposed color change consists of repainting the exterior walls of the building from "cream" color to "California chamois." The proposed color is commonly described as a "medium light shade of brown", although it visually appears as a yellow-based color. Also, the trim along the flat roof line and around the doors and windows is proposed to be painted "Gabby brick" which is very similar to the existing trim color and consists of a dark, reddish-brown, Earth tone. The concrete roof tiles on the entry and freestanding sign are proposed to be painted blue to match the interior design and colors.

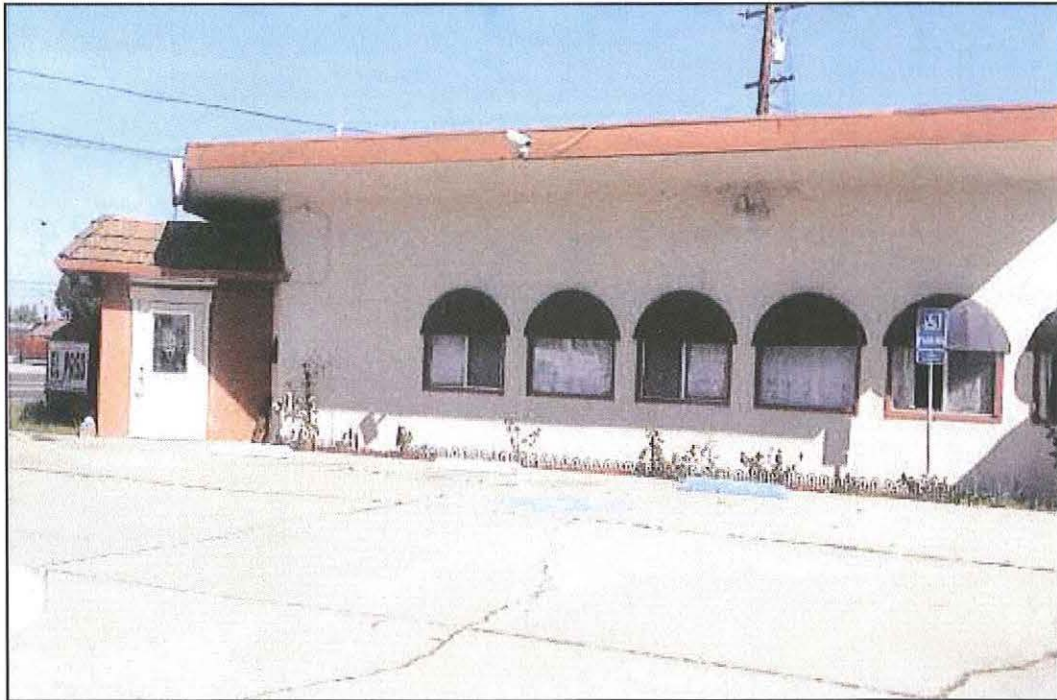
The existing and faded dome shaped window and door awnings on the west facing elevation adjacent to the parking lot are proposed to be removed and eventually replaced with new, larger awnings. The proposed window awnings consist of three flat awnings that would angle down from the wall. Each awning would cover three windows. The long, dome



shaped door awning would act more as a covered entryway, protruding from the west elevation door several feet. The awnings are proposed to be blue to match the proposed roof tile colors and interior color scheme.

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Previous Color Scheme



Proposed (already painted) Color Scheme and Awnings (rendered)



## **Environmental Review**

The request for design review approval is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301, "Existing Facilities." The repainting of building results in a minor alteration with no expansion of use.

## **Staff Analysis**

The design review request was analyzed for consistency with the adopted [City of Oakley Commercial and Industrial Guidelines](#) ("Guidelines"). While the guidelines address building colors, they are reserved to the quality of the paint and that colors should be compatible, subdued and not garish. Notwithstanding subjective color choices, the exterior wall and trim colors chosen for the restaurant meet the intent of the guidelines, as well as the intent of the Oakley Downtown Specific Plan. However, the blue color proposed for the awnings and roof tile on the entry and freestanding sign could be considered too garish for the roof tiles. While the blue awnings would add architectural and colorful enhancements to the subdued brown exterior walls, blue concrete roof tiles could be viewed as inconsistent with the overall design and color palette of concrete roofs in the downtown (specifically Oakley Plaza).

Without strict guidelines or approved color palettes, color choices can be very subjective. If the City Council finds the blue roof tiles on the entryway and freestanding sign are too garish, and an alternative color is preferred, it is recommended that an alternative base color is agreed upon with the applicant and application of that color is added as a condition of approval during the motion for approval of the attached resolution. If the City Council finds the blue roof tiles to meet the intent and guidelines of the Downtown Specific Plan, then no additional conditions of approval are required.

Staff has added a condition of approval to re-landscape applicable areas with California drought tolerant plants and drip irrigation.

## **Findings**

Draft findings are included in the attached resolution.

## **Recommendation**

Staff recommends the City Council adopt the resolution approving Design Review for Jalisco's Restaurant Color Change and Awnings (DR 04-15), as conditioned.

## **Attachments**

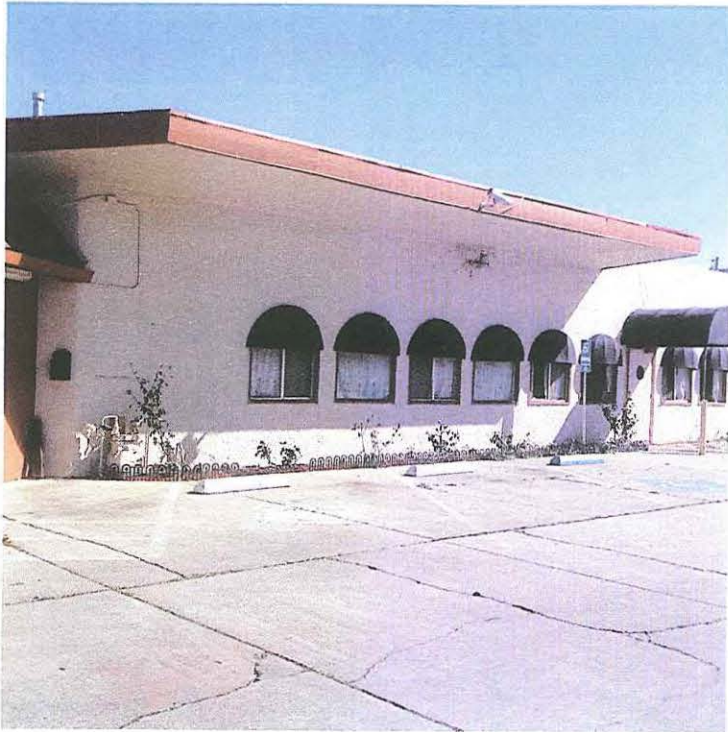
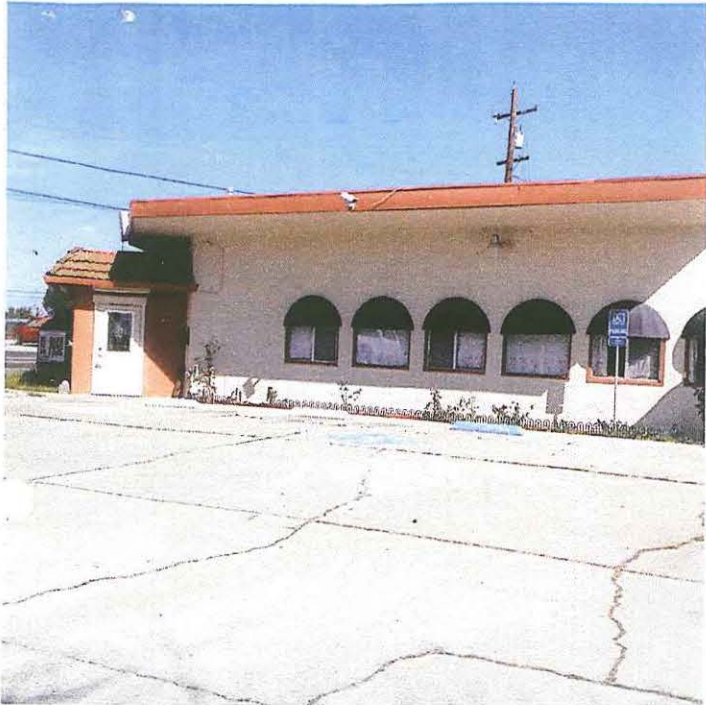
1. Vicinity Map
2. Applicant's before and after photos and renderings of the building
3. Draft Resolution



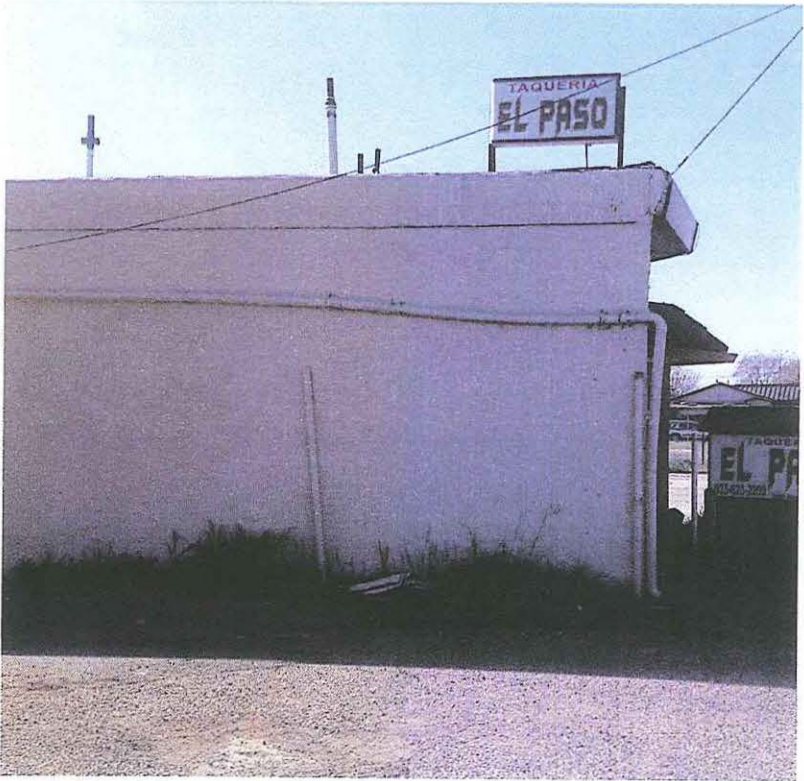
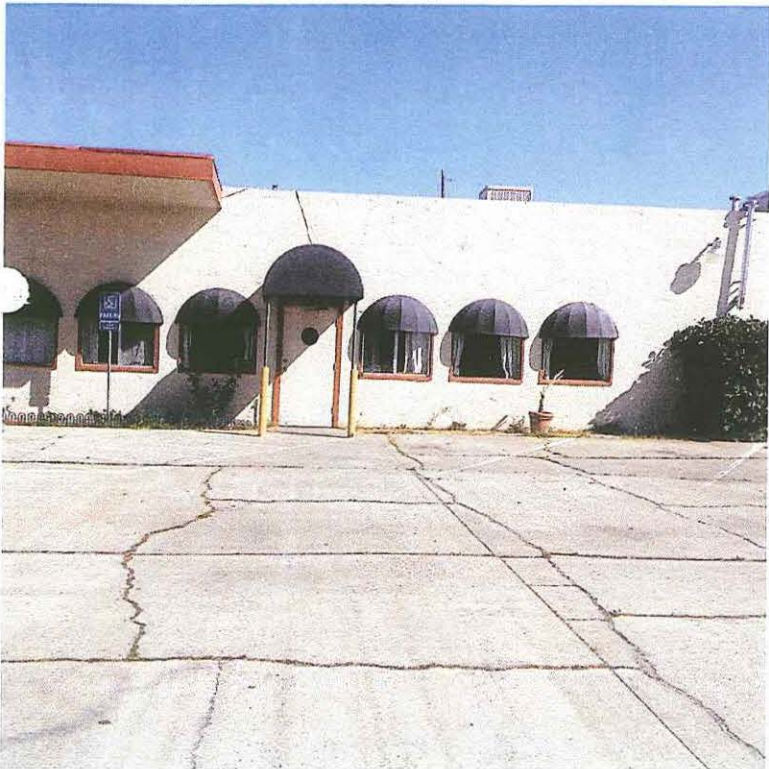
VICINITY MAP  
3899 Main Street  
Jalisco's Restaurant Color Change and Awnings (DR 04-15)







*Before*





Before







Proposed Trim "Satin Gabby Brick"  
Main color "California <sup>Satin</sup> Chamois"  
Decoration Tile Roof Satin "Expressionism"  
Exterior Window Awnings "Blue to match  
exterior decoration tile Roof"





**RESOLUTION NO. XX-15****A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING DESIGN REVIEW FOR THE JALISCO'S RESTAURANT COLOR CHANGE AND AWNINGS (DR 04-15) LOCATED AT 3899 MAIN STREET****FINDINGS**

**WHEREAS**, on April 10, 2015, Valentina Torres of Jalisco's Restaurant ("Applicant") submitted an application requesting Design Review approval of exterior color changes and the addition of awnings to the restaurant building located at 3899 Main Street ("project"). The project site is zoned "SP-4" (Downtown Specific Plan) District: APN 035-182-019; and

**WHEREAS**, the applicant had started and almost completed repainting the building to the proposed colors when Staff notified them of the requirement for design review approval prior to any exterior modifications; and

**WHEREAS**, on April 13, 2015 the project application was deemed complete per Government Code section 65920 et. seq; and

**WHEREAS**, the project site is designated Commercial Downtown (CD) on the Oakley 2020 General Plan Land Use Map, and zoned "SP-4" (Downtown Specific Plan) District; and

**WHEREAS**, the request for design review approval is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301, "Existing Facilities." The repainting of building results in a minor alteration with no expansion of use; and

**WHEREAS**, pursuant to Oakley Municipal Code section 9.1.1604 (Design Review), the proposed color changes and awnings are considered significant [design] changes to the exterior of the building and shall be heard as a Regular Calendar item; and

**WHEREAS**, on April 28, 2015, the City Council received a report from City Staff, 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 Ordinance, the Oakley Downtown Specific Plan, the City of Oakley Commercial and Industrial Design Guidelines, the applicant's plans, and the information submitted to the City Council at its April 28, 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 approvals:

- A. Regarding the application requesting design review approval for the Jalisco's Restaurant Color Change and Awnings (DR 04-15), the City Council finds that the proposed color changes and awnings, as conditioned, are consistent with the applicable Commercial and Industrial Design Guidelines and intent of the Oakley Downtown Specific Plan. The proposed colors use quality paint (Kelley-Moore Paints brand) and are compatible, subdued and not garish.
- 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 design review approval of the Jalisco's Restaurant Color Change and Awnings (DR 04-15), subject to the following conditions:

1. This Design Review is approved as described in the Staff Report dated April 28, 2015, and as conditioned herein.
2. 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.
3. 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).
4. Applicant shall comply with the requirements of the Oakley Municipal Code and applicable Conditions of Approval. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the plans received by the Community Development Department and made a part of the City Council's meeting packet for April 28, 2015.
5. Applicant shall paint the entire exterior of the building, including any pipes, conduits, downspouts, etc. in a consistent manner with the approved colors. Any dimensional trim shall be painted to the point it intersects with the main vertical wall of the building.

6. Applicant shall install new landscaping in existing landscaped areas. Newly landscaped areas shall use weed block, drip irrigation, and California drought tolerant plants.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 28<sup>th</sup> of April, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

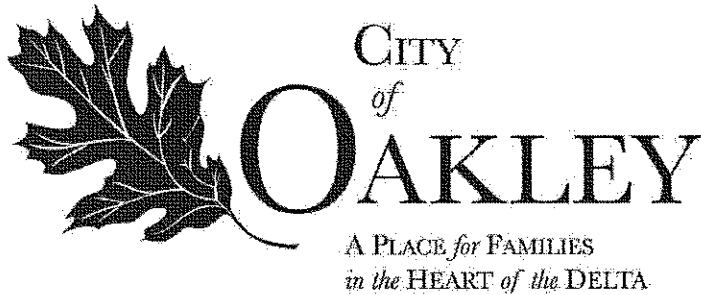
APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date



Agenda Date: 04/28/2015  
Agenda Item: 5.3

## MEMORANDUM

Date: April 21, 2015  
To: Bryan H. Montgomery, City Manager  
From: Libby Vreonis, City Clerk/Paralegal  
Subject: A Resolution of the City Council of the City of Oakley to Appoint Leonard Morrow as the Representative for the City of Oakley to the Contra Costa County Advisory Council on Aging

Approved and Forwarded to  
City Council

  
Bryan H. Montgomery, City Manager

### Summary and Recommendation

The appointee representing the City of Oakley on the Contra Costa County Advisory Council on Aging (ACOA) has resigned prior to the end of his term expiring October 11, 2015. Staff recommends that the City Council of the City of Oakley adopt a resolution to appoint Leonard Morrow to the ACOA to represent the City of Oakley. The City Council may also wish to consider extending the appointment for the next two-year term.

### Fiscal Impact

None.

### Background and Analysis

The Advisory Council on Aging is appointed by the Board of Supervisors to advise them on all matters associated with the planning, development and administration of programs relating to older adults in accordance with the Older Americans Act.

On March 13, 2015, the appointee representing the City of Oakley on the Contra Costa County Advisory Council on Aging (ACOA) announced his resignation. His term is scheduled to end October 11, 2015. Upon receiving notice of his resignation, staff sought applicants to fill the position by publishing information regarding the vacancy on the City website and in the local newspaper. The deadline to apply was April 20, 2015. Staff received one application from Leonard Morrow (attached).



Subject: A Resolution of the City Council of the City of Oakley to Appoint Leonard Morrow as the Representative for the City of Oakley to the Contra Costa County Advisory Council on Aging

Date: April 21, 2015

Page 2 of 2

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### **Conclusion**

Staff recommends that the City Council adopt the resolution to appoint Leonard Morrow to the Contra Costa County Advisory Council on Aging (ACOA) and specify to staff if the appointment will be for the remainder of the current term or if the appointment will be extended for the next two-year term.

### **Attachments**

- 1) Application
- 2) Resolution

**APPLICATION FOR APPOINTMENT  
BY THE OAKLEY CITY COUNCIL  
TO THE  
CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING\*  
(Please Print Clearly)**

Name: Leonard Morrow \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Mailing Address: 3231 Main Street \_\_\_\_\_  
(if different) Oakley, CA 94561 \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: (925) 625-7039 \_\_\_\_\_

Fax: (925) 625-9194 \_\_\_\_\_

E-Mail: morrow@ci.oakley.ca.us \_\_\_\_\_

**Statement of interest in the position:**  
*(Please attach additional pages as needed. Please use no more than 200 words.)*

\_\_\_\_\_

Interested in general; however, more specifically in learning more about programs and services provided in Oakley through Contra Costa Area Agency on Aging, opportunities for expanding programs and services in the Oakley area, explore partnering and better communicating and promoting program and services in the Oakley area, learning more about the SCSEP program and opportunities, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**Additional relevant comments:**

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I hope I can contribute in a positive manner, both to the Advisory Council, but more importantly, to the Oakley community.

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Date: April 20, 2015

Please return this application no later than 6 p.m. on Monday, April 20, 2015 to:

City of Oakley  
Libby Vreonis, City Clerk  
3231 Main Street  
Oakley, CA 94561  
Phone: (925) 625-7013  
Email: vreonis@ci.oakley.ca.us

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
TO APPOINT LEONARD MORROW TO THE CONTRA COSTA COUNTY  
ADVISORY COUNCIL ON AGING**

**BE IT RESOLVED** by the City Council of the City of Oakley that Leonard Morrow is hereby appointed to the Contra Costa County Advisory Council on Aging. His appointment is effective April 28, 2015 and shall expire \_\_\_\_\_.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the 28th day of April, 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



## STAFF REPORT

**Date:** April 28, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kenneth W. Strelo, Senior Planner  
**Subject:** Emerson Ranch Neighborhood 6 Work Session

Approved and forwarded to City Council  
  
Bryan H. Montgomery, City Manager

### Summary

This is a work session on an application submitted by Mike Evans of DeNova Homes ("Applicant") requesting approval of Emerson Ranch Neighborhood 6, including 1) a General Plan Amendment to designate approximately 16 acres of an existing approximately 25 acre undeveloped commercial site from "Commercial" to "Multi-Family, Low", 2) a Rezone to amend a Planned Development (P-1) District, 3) a Vesting Tentative Map to subdivide approximately 16 acres into 105 single family lots with associated improvements, and 4) a Final Development Plan for the portion of the P-1 District modified by the tentative map.

Since this is a work session, there are no draft findings, conditions of approval, or Staff recommendation for approval or denial, and hence, no process to approve or deny the project. The purpose of this Work Session is to encourage discussion on the proposed project.

### Background

#### Emerson Ranch Subdivision Approvals

City Council approval of the Emerson Ranch Subdivision occurred in September of 2010. That project approval included 567 single family dwelling units, an approximately 24-acre commercial site, a neighborhood park, stormwater pond, trails, and design review of homes, walls and landscaping within the 140-acre Emerson Ranch. In May of 2013, per the request of a new developer (Brookfield Homes), the City Council approved an amendment to the Final Development Plan (See Figure 1) along with updated home design review. That approval included minor changes to internal road circulation and the typical lot sizes and setbacks in Neighborhoods 1, 2, 3 and 5; removal of the "Z" lot design from the original plan; relocation of the lots adjacent to the park; and other minor changes to lot layout and common landscaped areas. The total lot number, ingress and egress locations, general circulation, park location, and overall density of the project remained the same.

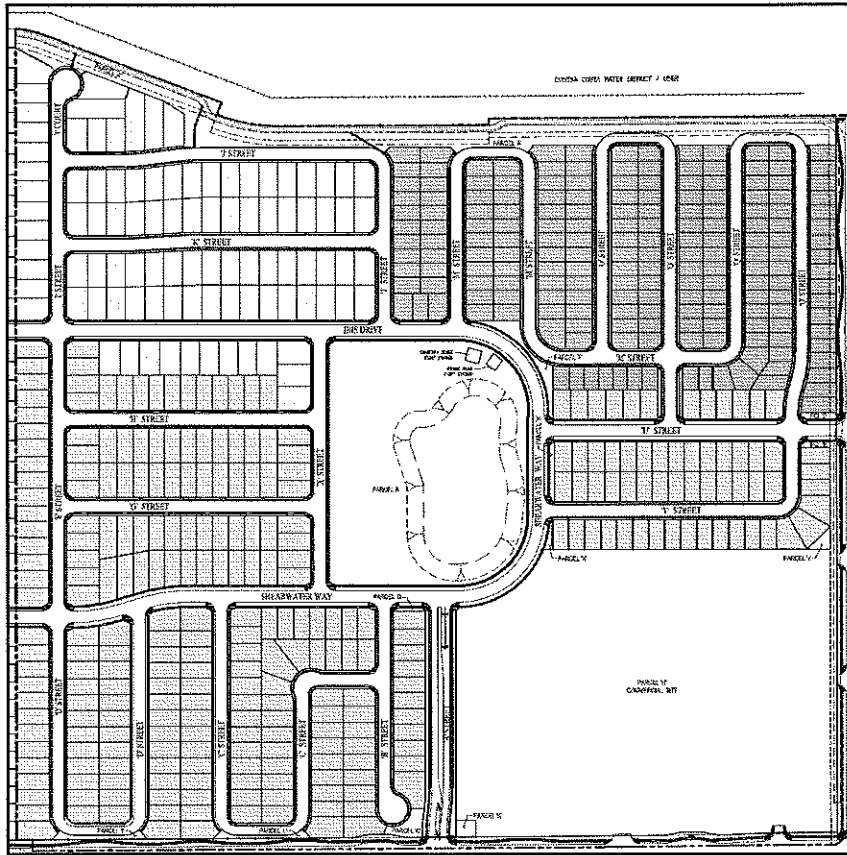


Figure 1.

Approved Final Development Plan showing the 5 neighborhoods, street layout, park, pond, and commercial site.

### Commercial Site General Plan Designation History

Prior to adoption of the Emerson Ranch Subdivision in 2010, there were approximately 12 acres of commercially designated land split between the Emerson Ranch and Gilbert Ranch (located directly east, across Sellers Avenue and approved as Vesting Tentative Map 9033) properties. The General Plan Amendment approved with the Emerson Ranch Vesting Tentative Map combined the commercial acreage onto the Emerson property and enlarged it to approximately 24 acres.

### Original Apartment Alternative Not Approved

As part of the original Emerson Ranch Subdivision 9032 application, the Environmental Impact Report ("EIR") (including the Draft and Final EIRs and Partially Recirculated EIR), included the following project alternatives analyses: No Project/No Development Alternative; Minimum Density Clustered Development Alternative; All Residential Alternative; On-Site School Alternative; and Apartment and Commercial Alternative ("apartment alternative"). The City Council certified the EIR with the proposed project, thereby not approving any of the project alternatives.

The apartment alternative would have allowed 12 acres of the approximately 24 acre commercial site to be developed as an apartment complex in the event development of the commercial center was unsuccessful. Given the lack of established criteria and thresholds in that proposal, the City Council introduced the project's rezone ordinance (P-1 District) in

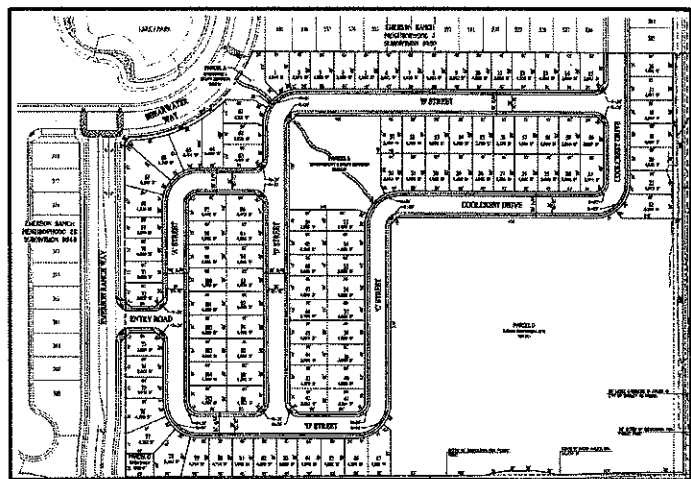
2010, and made findings to delete the apartment alternative as a permitted use and delete the apartment site plan and references in the Planned Development ("PD") Plan and Design Review packet. In order to acknowledge the applicant's concern that development of the entire commercial acreage may be not feasible, language was added allowing reconsideration of the apartment alternative no sooner than March of 2013. Prior to the proposed project, an application for reconsideration had not been proposed.

## Proposed Project

### What is being proposed?

The area of land associated with the proposed project lies within the existing approved Emerson Ranch Subdivision. Specifically, the land is currently a part of the approximately 25 acres of "Commercial" designated land located in the southeast corner of the subdivision at the northwest corner of Sellers Avenue and East Cypress Road (See Figure 2). The proposed project would occupy a majority of the eastern and northern portion of that land, leaving approximately eight acres (after road dedication) of commercial land in the southeast corner of the Emerson Ranch Subdivision.

Figure 2.



The applicant is proposing to amend the General Plan designation on approximately 16 of the approximately 25 acres of the "Commercial" designated land to "Multi-Family, Low" (maximum gross density of 9.6 dwelling units per acre) and then subdivide those approximate 16 acres into 105 single family residences (resulting in 6.56 dwelling units per acre). If approved, the available space for commercial development would be reduced from approximately 25 acres to approximately eight acres and the number of single family residential units within the Emerson Ranch Subdivision would increase from 567 to 672 dwelling units.

### How does this compare to what is currently approved in Emerson Ranch?

The Emerson Ranch Subdivision currently has five residential "neighborhoods", each with different average lot sizes, specific development regulations, and house plans and architecture. The proposed project would create a sixth residential neighborhood. Comparisons of the existing and proposed neighborhoods are in Table 1, below:



**Table 1. Summary of Existing and Proposed Emerson Neighborhoods**

	Number of Lots	Min. Lot Width (ft.)	Typical Lot Depth (ft.)	Average Lot Size (sq. ft.)	Min. Side Yard Setbacks (ft.)
<b>Neighborhood 1 (Merritt)</b>	97	60	100	6,780	5 and 5
<b>Neighborhood 2 (Laurel)</b>	221	48	100	5,428	5 and 5
<b>Neighborhood 3 (Orchard)</b>	86	43	85	3,970	5 and 5
<b>Neighborhood 4 (un-named)</b>	60	40	90	4,940	5 and 5
<b>Neighborhood 5 (Willow)</b>	103	44	72	3,400	5 and 5
<b>Proposed Neighborhood 6</b>	105	45	80	4,065	Not Specified

For the sake of comparison, the proposed Neighborhood 6 would rank fourth out of six in average lot sizes (Neighborhood 1 being the largest). The combined average lot size of Neighborhoods 1-5 calculates out to approximately 5,018 square feet per lot. With the addition of Neighborhood 6, as proposed, the combined average lot size would calculate out to approximately 4,869 square feet per lot. This means Neighborhood 6 would have an average lot size of approximately 950 square feet less than the existing approved combined average lot size, and impact that existing combined average lot by reducing it approximately 150 square feet per lot.

Changes to Subdivision Layout

As proposed, the General Plan Amendment proposed as part of Emerson Ranch Neighborhood 6 would essentially “shrink” the commercial area down into the southeast corner of the subdivision by pushing the commercial site’s western boundary further east, and its northern boundary further south. Residential streets would border a majority of the west and north edges of the commercial site. This results in a change from the approved layout, which had the subdivision entry street off of East Cypress Road bordering the western edge of the commercial site, and the rear yards of approximately 15 homes bordering the northern edge of the commercial site (See Figure 1). As proposed, the side yards of two homes would border the commercial site. One of those two homes, along with nine additional homes would back up to East Cypress Road, and the other home, along with six additional homes would back on Sellers Avenue (See Figure 2).

In regards to internal circulation, the proposed project would create an additional street off of the subdivision entry street. That 3-way intersection would be located approximately 300 feet north of East Cypress Road. Also, an existing street curve that created three pie shaped lots within Neighborhood 4 would be punched through in order to provide access to the northern portion of Neighborhood 6.

### Proposed Home Designs

On April 16, 2015, DeNova Homes submitted an application for Design Review of the homes to be proposed as part of Emerson Neighborhood 6. Staff has not had adequate time to analyze the proposed homes or Development Plan, but the applicant has requested the plans be included in this work session to aid in discussion to which Staff has agreed.

### **Work Session Discussion**

#### Why a Work Session?

In general, a work session environment allows for less formal discussion and potentially more open dialogue than a formal public hearing setting. Specifically, over the past couple of years, three of the neighborhoods within Emerson Ranch Subdivision have been the subject of proposed design review applications for house designs, landscaping, street trees, and other design related aspects of the development. When the design review for Neighborhood 3 (Orchard) was brought to public hearing, the Council asked questions related to the smaller lot sizes (average 3,970 square feet). Staff's response included a brief explanation of P-1 (Planned Development) Districts, and how they may contain development regulations (e.g. minimum lot size, setbacks, building height) specific to a given project to allow for smaller lots (smaller than the conventional R-6 District, which is 6,000 square feet minimum) in order to achieve General Plan gross densities when a project includes other amenities (in this case a park, stormwater pond and trails). Also, as a formality, the formerly approved vesting tentative map included the lots at their respective sizes. During the hearing for Neighborhood 3, Staff announced that there were two additional neighborhoods that would eventually have design review presented at a public hearing, and that those neighborhoods also had smaller lots. The proposed project is not one of those previously approved neighborhoods and is not the part of a previously approved vesting tentative map.

Since, 1) Emerson Neighborhood 6 is not a part of the existing approved vesting tentative map, 2) these small lots have not previously been approved, and 3) the applicant is seeking to amend the General Plan Land Use diagram to accommodate them, Staff felt it best to present this item in a less formal setting to allow the Council to ask questions of the applicant and as to the underlying reasons for requesting less commercial area and more small lot single family homes. The desired outcome is to allow the applicant to present the project in more depth to the Council than what is normal for a public hearing, and allow the Council to seek dialogue while not being presented with a legislative and land use entitlement decision.

### Ideas for Discussion

The Council may choose to discuss or ask questions regarding any details of the proposed project. In addition to any topics that may arise, Staff suggests the following potential topics for discussion:

- What, if any, are the long-term impacts of reducing the amount of vacant available acreage of Commercial designated land in the East Cypress Road/Corridor area?

Currently, there are approximately 65 acres of vacant “commercial” land east of the railroad tracks and within the City of Oakley. Approximately, 40 of those acres are located within the East Cypress Corridor Specific Plan, and there is an option to allow 20 of those acres to be developed with residences rather than commercial square footage, potentially resulting in a total of approximately 45 acres of vacant commercial land. At build out, the approved tentative maps on East Cypress Road and planned new units in the East Cypress Corridor, including Summer Lake South, could provide approximately 5,700 new residences.

- Is there a community benefit achieved by adding additional small-lot residential units to Emerson Ranch that were not anticipated with the original P-1 District?

The purpose of a P-1 District is to allow diversification in the relationship of various uses, buildings, structures, lot sizes and open spaces to ensure compatibility, with surrounding land uses, and to ensure substantial compliance with the General Plan and the intent of the Municipal Code in requiring adequate standards necessary to satisfy the requirements of the public health, safety and general welfare.

- Are there other desirable layout designs (streets, lots, etc.), densities, lot sizes, or land uses that could replace a portion of the Commercial land, or is the existing commercial land use preferred?

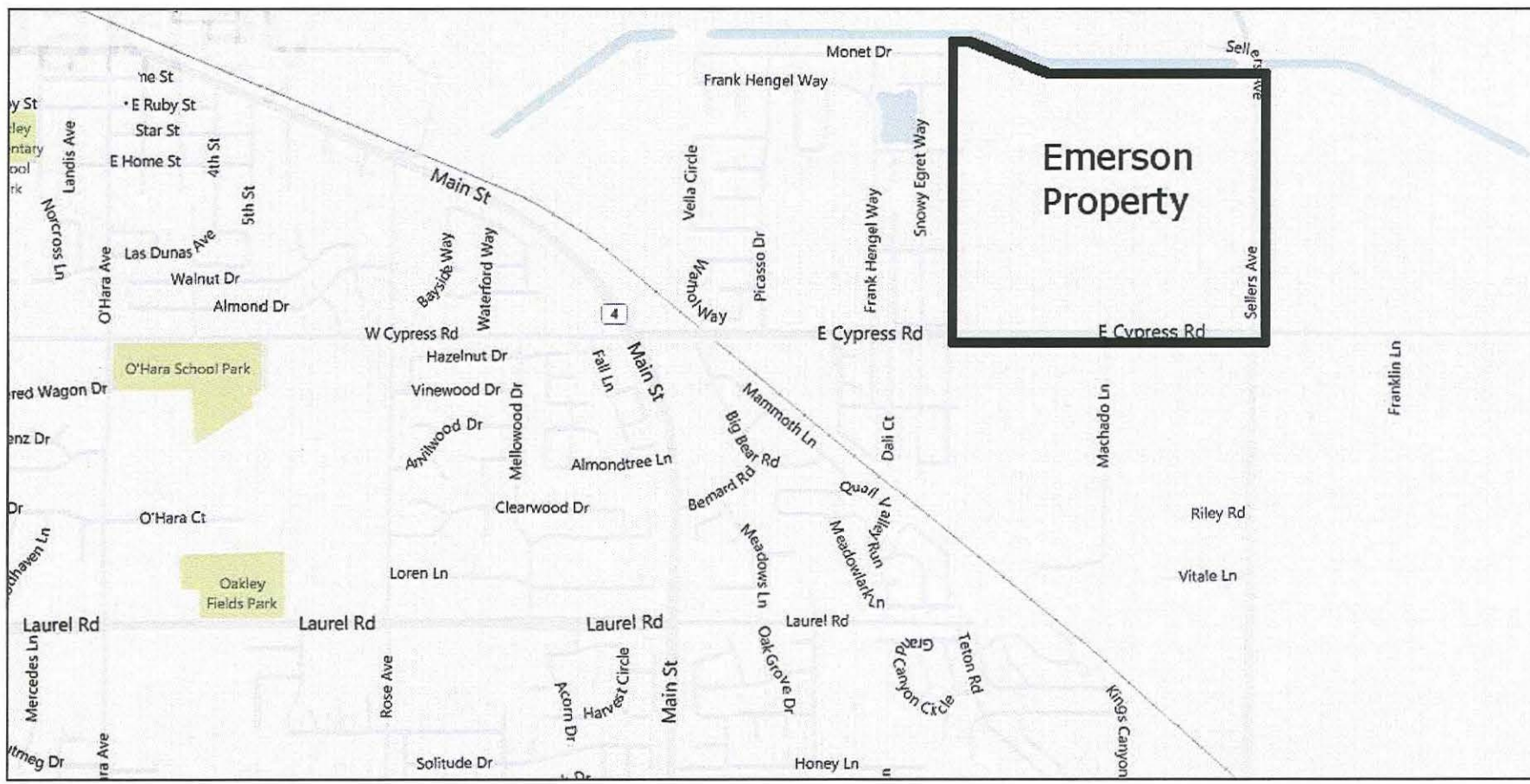
### **Recommendation**

City Council receive the Staff Report and conduct a work session on the proposed project.

### **Attachments**

1. Vicinity Map
2. Approved Emerson Ranch Subdivision 9032 Final Development Plan
3. Applicant's Plans (Proposed Vesting Tentative Map, Development Plan, Design Review of Homes)

# Vicinity Map Emerson Property Project



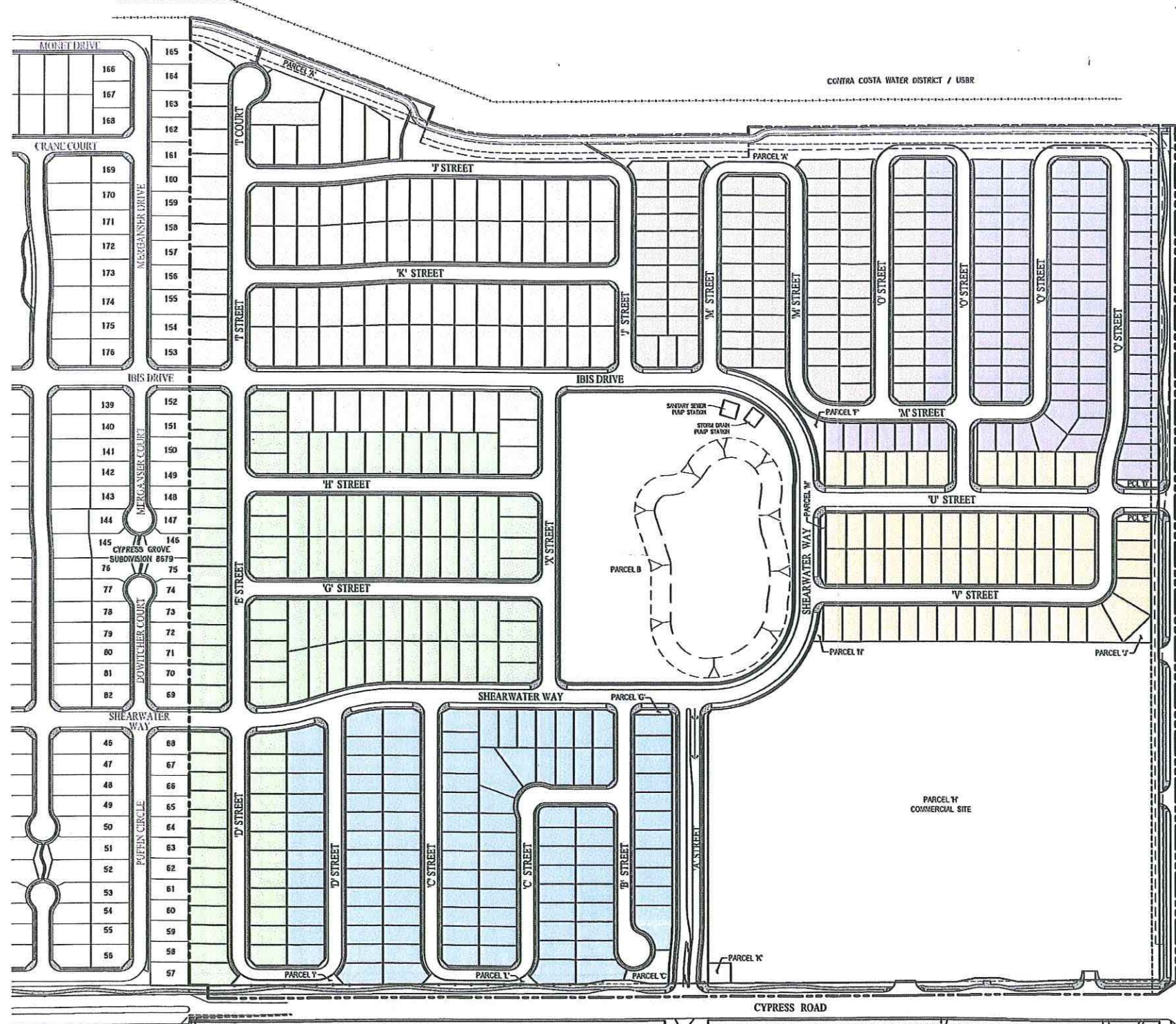
Source: Bing Maps



CITY OF OAKLEY  
Community Development Dept

APR 26 2013

PLANNING DIVISION  
RECEIVED



	TYPICAL LOT SIZE	# LOTS	AVG. LOT AREA (SF)
NEIGHBORHOOD 1	60' x 100'	97	6,780
NEIGHBORHOOD 2A	(48',50',52') x 100'	117	5,550
NEIGHBORHOOD 2B	(48',50',52') x 100'	104	5,290
NEIGHBORHOOD 3	45' x 85'	86	3,970
NEIGHBORHOOD 4	50' x 90'	60	4,940
NEIGHBORHOOD 5	45' x 72'	103	3,400
TOTAL		567	5,020

The Planned Development (P-1) zone district shall have the following standards:

- Neighborhood 1 (60' x 100' Typical)**
    - Minimum lot area: 6,000 square feet;
    - Minimum lot frontage: 60' at the front property line;
    - Minimum front yard setback: 20' to garage, 15' to any living space, 15' to any porches, and 15' to side loaded garages, all measured perpendicular to the structure;
    - Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
    - Projections subject to OMC 9.1.112(g);
    - Minimum rear yard: 15'.
  - Neighborhood 2A & 2B (48' & 50' & 52' x 100' Typical)**
    - Minimum lot area: 4,600 square feet;
    - Minimum lot frontage: 48' at the front property line;
    - Minimum front yard setback: 20' to garage, 15' to any living space, 10' to any porches, and 15' to side loaded garages, all measured perpendicular to the structure;
    - Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
    - Projections subject to OMC 9.1.112(g);
    - Minimum rear yard: 15'.
  - Neighborhood 3 (45' & 45' x 85' Typical)**
    - Minimum lot area: 3,655 square feet;
    - Minimum lot frontage: 45' at the front property line;
    - Minimum front yard setback: 20' to garage, 15' to any living space or side loaded garage, and 10' to any porches, all measured perpendicular to the structure;
    - Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
    - Projections subject to OMC 9.1.112(g);
    - Minimum rear yard: 15'.
  - Neighborhood 4 (50' & 45' & 50' & 55' x 90' Typical)**
    - Minimum lot area: 3,600 square feet;
    - Minimum lot frontage: 40' at the front property line;
    - Minimum front yard setback: 20' to garage, 15' to any living space, side loaded garage, and 10' to any porches, all measured perpendicular to the structure;
    - Minimum side yard setback: 5' minimum, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
    - Projections subject to OMC 9.1.112(g);
    - Minimum rear yard: 15'.
  - Neighborhood 5 (45' x 72' Typical)**
    - Minimum lot area: 3,150 square feet;
    - Minimum lot frontage: 44' at the front property line;
    - Minimum front yard setback: 20' to garage, 15' to side loaded garage, 10' to any living space, and 5' to any porches, all measured perpendicular to the structure;
    - Minimum side yard setback: 5' minimum for interior typical side, sum of both sides 10', corner lots shall maintain a street side yard setback of 10';
    - Projections subject to OMC 9.1.112(g);
    - Minimum rear yard: 10'.
- All Neighborhoods**
- Any lot with a front lot line where at least 50% of its length is concave, shall have a minimum lot frontage equal to half of the applicable neighborhood's minimum lot frontage (i.e. A lot in Neighborhood 1 is in the back of a cul-de-sac and its entire front lot line is concave. The minimum length of that lot frontage would be 30', rather than 60').
  - The lot frontage for any corner lot, where the front and/or side yard lot lines are angled before intersecting, will be measured from the interior side and front lot line intersection to a point where the front and corner side lot lines would intersect if one or both were not angled.

GILBERT  
032-081-016  
SUBDIVISION 9033

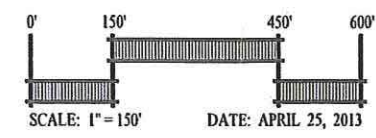
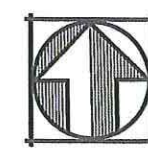
APPROVED

MAY 24 2013

COMMUNITY DEVELOPMENT DEPT

# EMERSON RANCH FINAL DEVELOPMENT PLAN

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

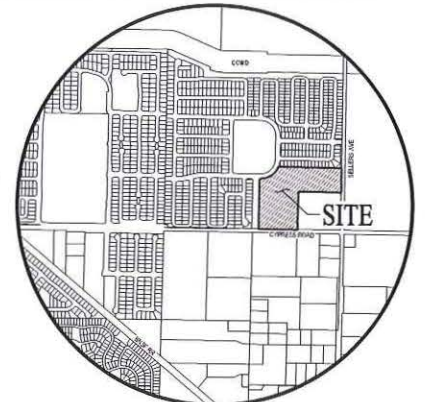
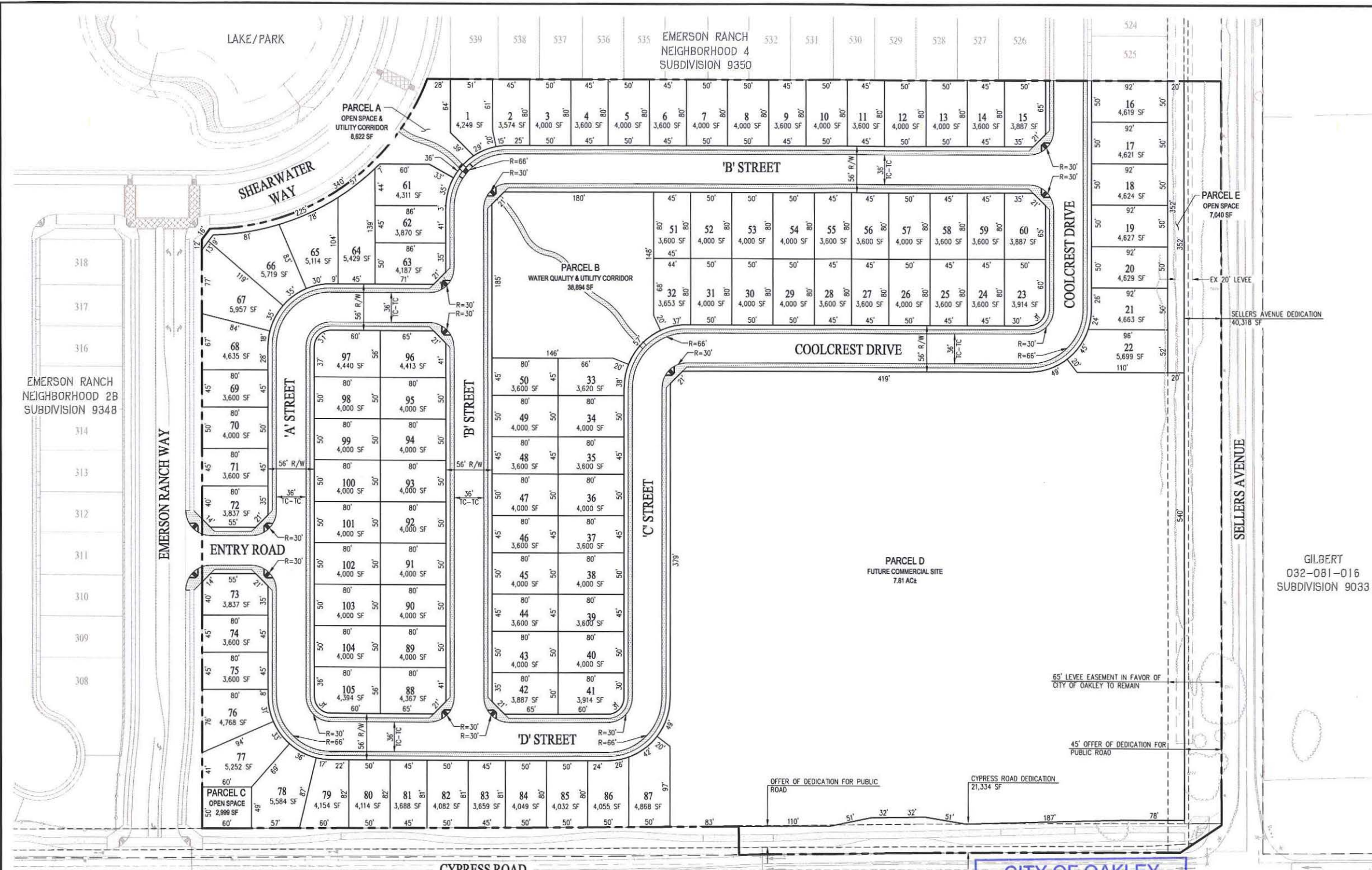


**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS

8111 BOLLINGER CANYON ROAD, SUITE 100  
SAN RAMON, CALIFORNIA 94583

(925) 666-0322  
FAX: (925) 666-8375





VICINITY MAP  
NOT TO SCALE

GENERAL NOTES:

- OWNER: BROOKFIELD HOMES  
500 LA GONDA WAY, SUITE 100  
DANVILLE, CA 94526  
(925) 743-8000
- APPLICANT: DENOVA HOMES  
1500 WILLOW PASS CT  
CONCORD, CA 94520  
(925) 685-0110
- CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.  
2633 CAMINO RAMON, SUITE 350  
SAN RAMON, CA 94583  
(925) 866-0332
- SOILS ENGINEER: ENCEO, INC.  
2010 CROW CANYON PLACE, SUITE 250  
SAN RAMON, CA 94583  
(925) 866-9000
- LAND AREA SUMMARY:
 

LOT AREA	= 9.80 AC
PARCEL A - OPEN SPACE & UTILITY CORRIDOR	= 0.20 AC
PARCEL B - WATER QUALITY & UTILITY CORRIDOR	= 0.89 AC
PARCEL C - OPEN SPACE/ENTRY MONUMENT	= 0.07 AC
IN-TRACT STREETS	= 4.85 AC
<b>SUB-TOTAL RESIDENTIAL AREA = 15.81 AC</b>	
CYPRESS ROAD DEDICATION	= 0.49 AC
SELLERS AVENUE DEDICATION	= 0.93 AC
PARCEL D - FUTURE COMMERCIAL SITE	= 7.81 AC
PARCEL E - OPEN SPACE	= 0.16 AC
<b>TOTAL AREA</b>	<b>= 25.20 AC</b>
- TOTAL NUMBER OF LOTS = 105
- DENSITY: 105 UNITS / 15.81 AC = 6.64 DU/AC
- LAND USE:
 

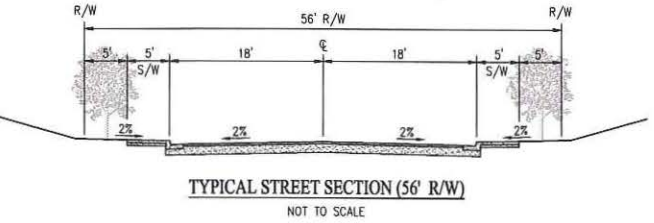
EXISTING: VACANT LAND	
PROPOSED: SINGLE FAMILY RESIDENTIAL / COMMERCIAL (PARCEL D)	
- ZONING:
 

EXISTING: P-1 (PLANNED DEVELOPMENT)	
PROPOSED: P-1 (PLANNED DEVELOPMENT)	
- GENERAL PLAN:
 

EXISTING: COMMERCIAL	
PROPOSED: MULTI-FAMILY LOW / COMMERCIAL (PARCEL D)	
- UTILITIES:
 

WATER:	DIABLO WATER DISTRICT
SEWER:	IRONHOUSE SANITARY DISTRICT
STORM DRAIN:	CITY OF OAKLEY
GAS & ELECTRIC:	PG&E
TELEPHONE:	AT&T
- PROJECT SITE APN: 037-192-026 (PORTION)
- MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS MAP.
- GRADING SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE DURING FINAL DESIGN. PAD GRADES SHOWN ON SITE DEVELOPMENT PERMIT PLANS MUST BE IN SUBSTANTIAL CONFORMANCE WITH THOSE DEPICTED ON THE APPROVED TENTATIVE MAP.

GILBERT  
032-081-016  
SUBDIVISION 9033

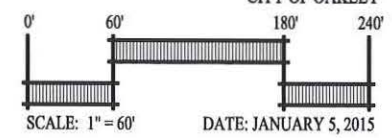


LEGEND:

- 25 LOT NUMBER
- 100' LOT DIMENSION
- PROJECT BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- PROPOSED FACE OF CURB
- EXISTING EASEMENT

CITY OF OAKLEY  
Planning Department  
JAN 06 2015  
RECEIVED

EMERSON RANCH  
VESTING TENTATIVE MAP  
MIXED USE SITE

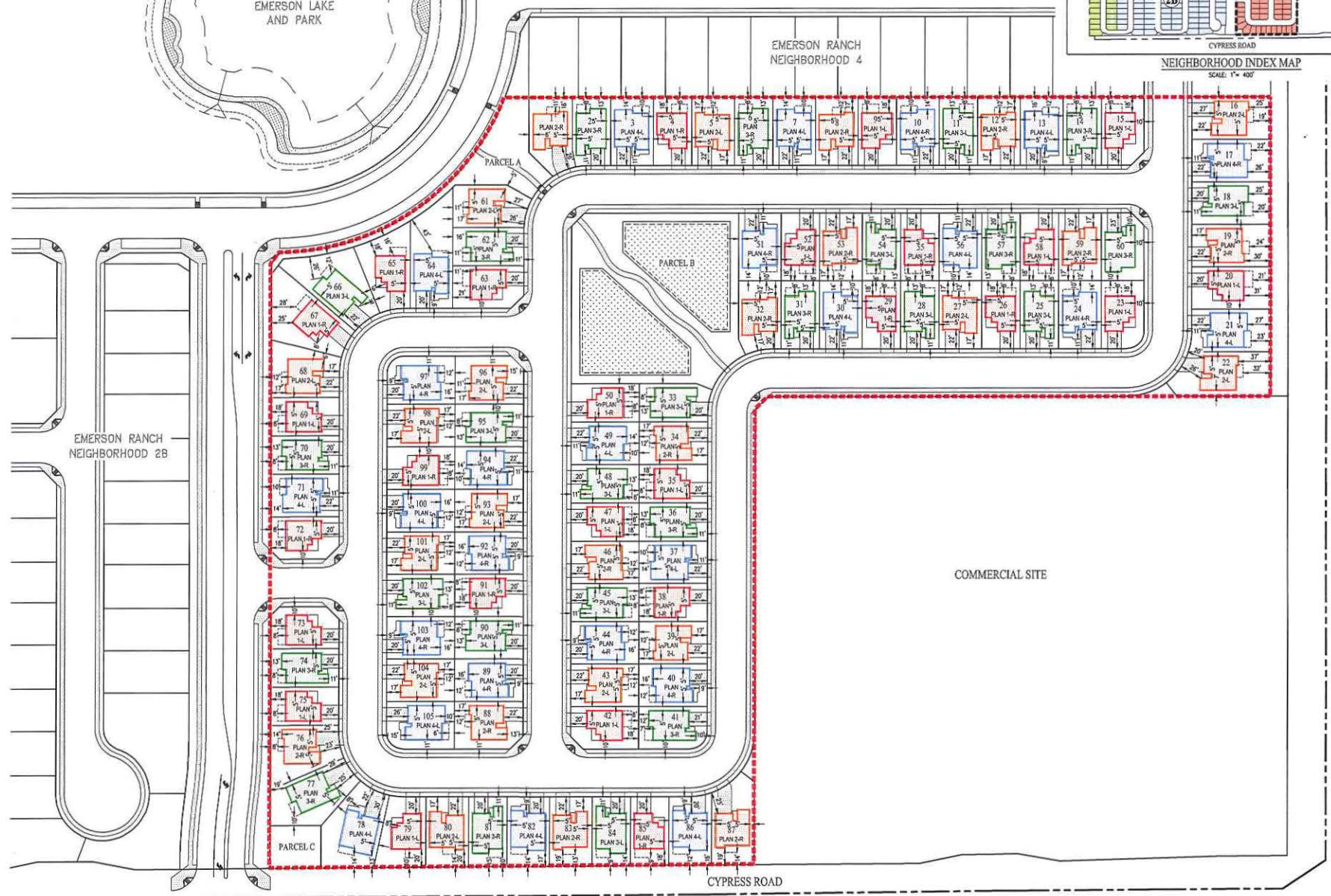
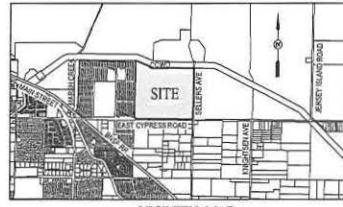
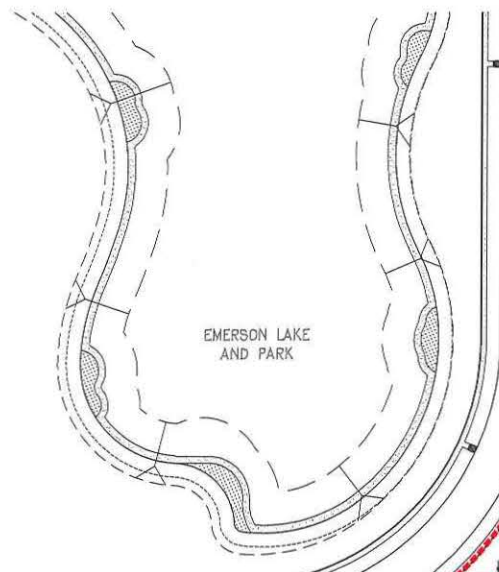


CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

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

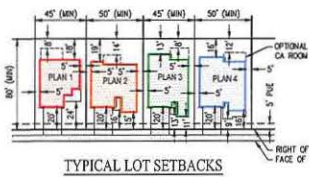
SHEET NO.  
**TM-1**  
OF 5 SHEETS





**GENERAL NOTES:**

- OWNER/SUBDIVIDER: DENOVA HOMES  
1500 WILLOW PASS COURT  
CONCORD, CA 94520  
PHONE: (925) 685-0110  
CONTACT: MIKE EVANS
- CIVIL ENGINEER: CARLSON, BARBER & GIBSON, INC.  
2633 CAMINO RAMON, SUITE 350  
SAN RAMON, CALIFORNIA 94583  
PHONE: (925) 866-0322  
CONTACT: ANGELO OBERTELLO
- ACREAGE: 15.8 AC
- LAND USE: EXISTING - VACANT LAND  
PROPOSED - SINGLE FAMILY RESIDENTIAL/COMMERCIAL
- ZONING: EXISTING - P-1 (PLANNED DEVELOPMENT) DISTRICT - MATCH NEIGHBORHOOD 5 STANDARDS  
PROPOSED - P-1 (PLANNED DEVELOPMENT) DISTRICT - MATCH NEIGHBORHOOD 5 STANDARDS



PRODUCT MIX - WOODBURY		
PLAN NUMBER	LOT COUNT	PERCENT OF TOTAL
1	26	24.8%
2	27	25.6%
3	26	24.8%
4	26	24.8%
TOTAL	105	100%

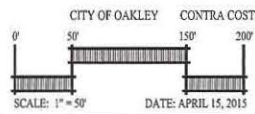
LOT COVERAGE - WOODBURY		
PLAN NUMBER	BLDG FOOTPRINT	TYP. LOT COVERAGE
1	1,270 SF	35.3%
2	1,547 SF	38.9%
3	1,923 SF	45.1%
4	1,700 SF	42.7%

BUILDING FOOTPRINT EXCLUDES PORCHES

**CALIFORNIA ROOM NOTES:**

PLAN 3: NO CALIFORNIA ROOM ON LOT 50

**DeNova Homes**  
EMERSON RANCH: NEIGHBORHOOD 6  
DEVELOPMENT PLAN



CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

Carlson, Barber & Gibson, Inc.  
CIVIL ENGINEERS - SURVEYORS - PLANNERS

2633 CAMINO RAMON, SUITE 350  
SAN RAMON, CALIFORNIA 94583

DATE: APRIL 15, 2015





**PLAN 1C  
TRADITIONAL**

**PLAN 2D  
CRAFTSMAN**

**PLAN 3A  
COTTAGE**

**PLAN 4B  
FARM HOUSE**

 DeNova Homes

**WOODBURY**  
Oakley, California

940 Tyler Street #19  
Benicia, CA 94510  
Phone: (707) 746-6586

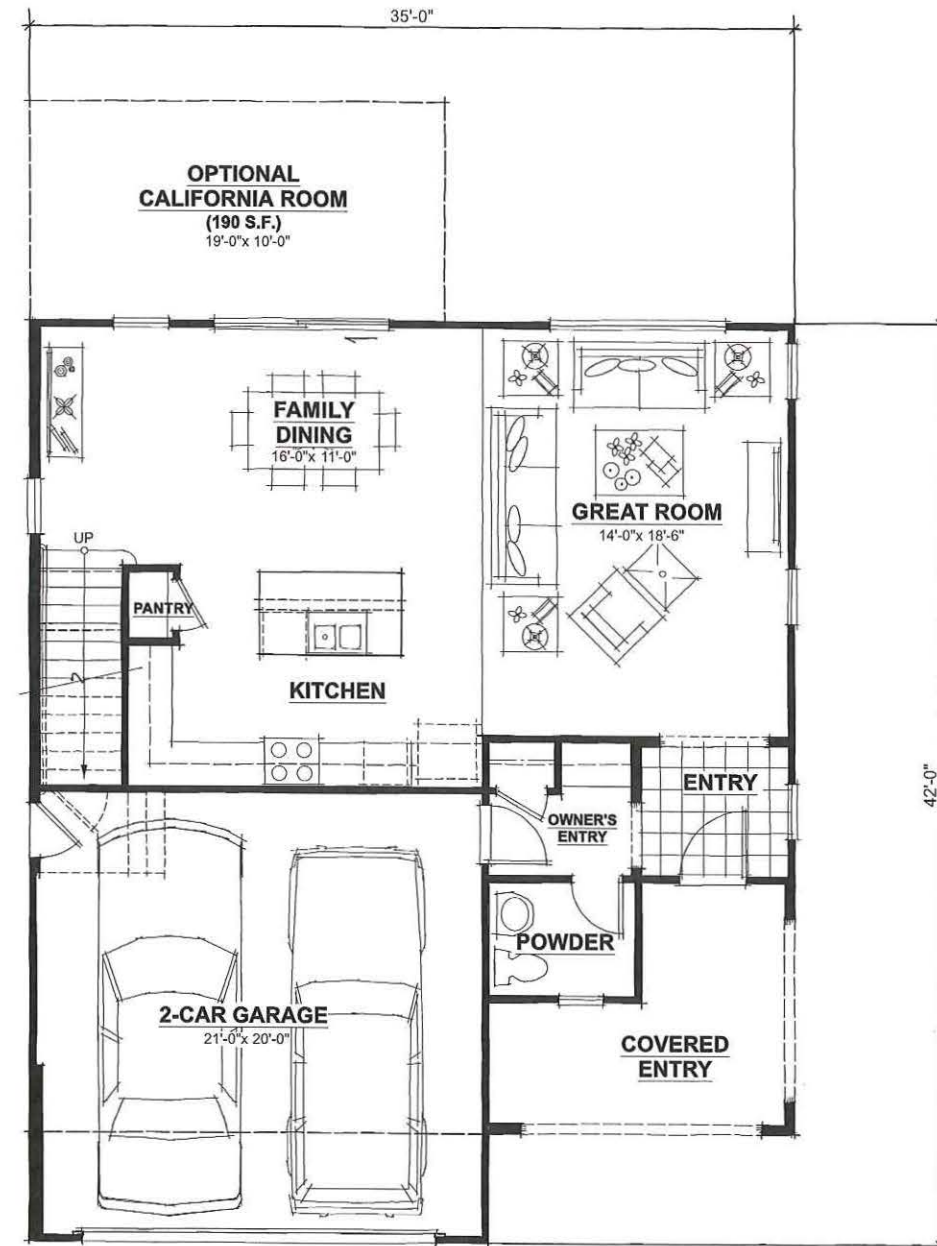


1501 3-20-15

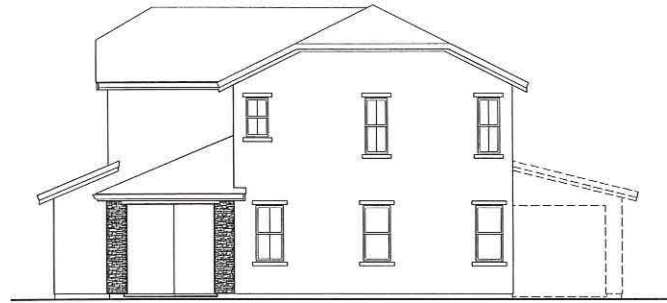




**SECOND FLOOR PLAN (1092 S.F.)**



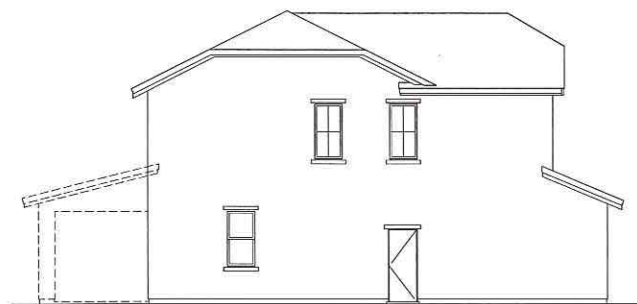
**FIRST FLOOR PLAN (850 S.F.; 1942 TOTAL S.F.)**



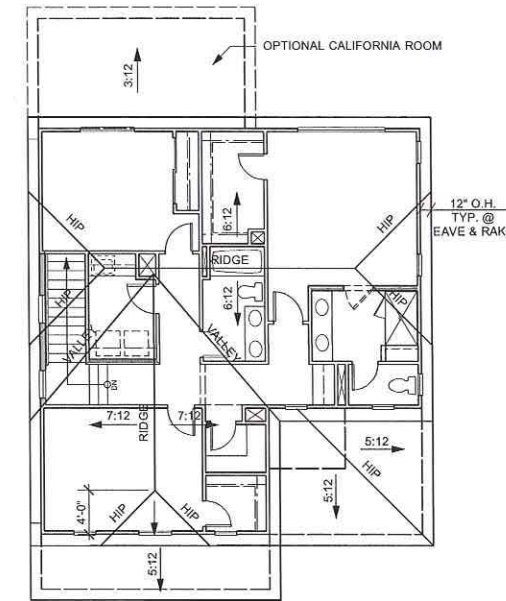
**RIGHT SIDE "A"**



**REAR "A"**



**LEFT SIDE "A"**



**ROOF PLAN "A"**

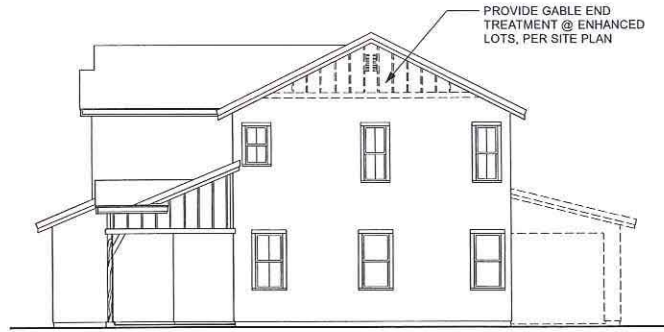
**COTTAGE**

- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- DECORATIVE CORBELS
- DECORATIVE SHUTTERS
- CULTURED STONE VENEER
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SLATE" PROFILE

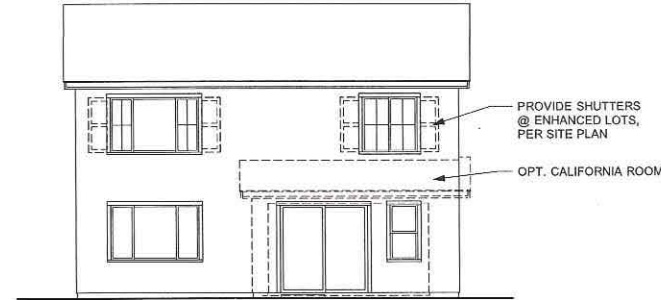
INDICATES RECESS



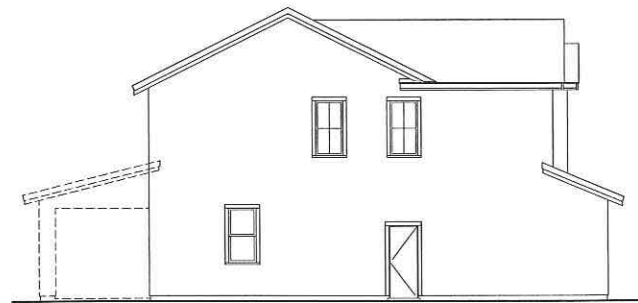
**FRONT ELEVATION "A"  
(COTTAGE)**



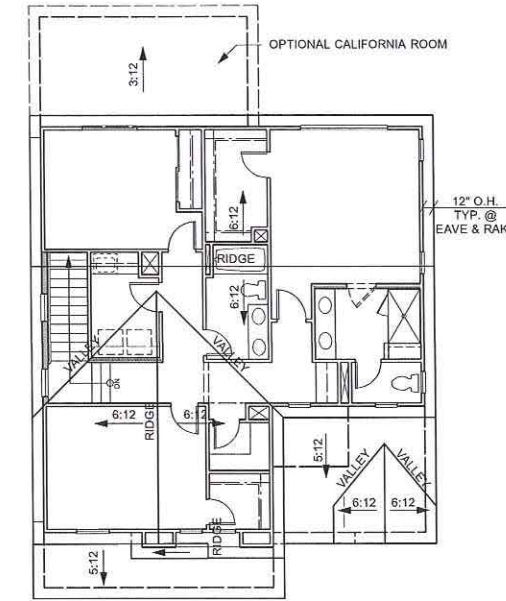
**RIGHT SIDE "B"**



**REAR "B"**



**LEFT SIDE "B"**



**ROOF PLAN "B"**

**FARMHOUSE**

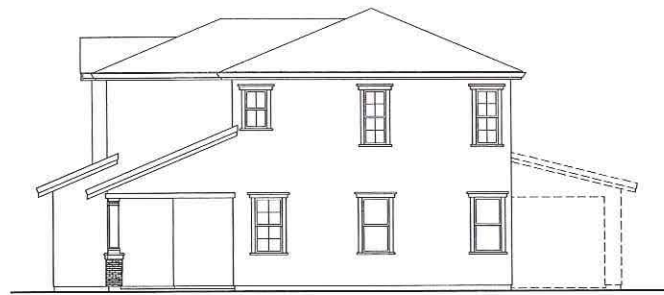
- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- BOARD AND BATTEN GABLE ENDS
- WOOD POST W/ KICKERS
- RECESSED PANEL SHUTTERS
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SLATE" PROFILE

▨▨▨▨ INDICATES RECESS



**FRONT ELEVATION "B"**  
**(FARMHOUSE)**

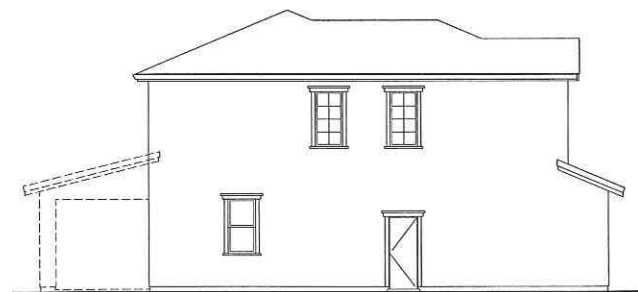




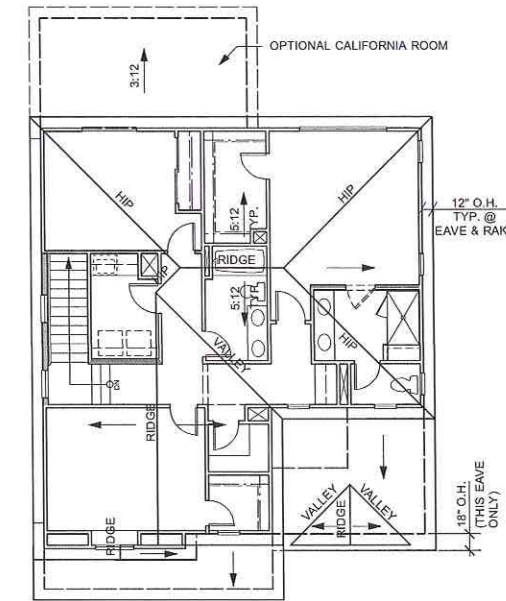
**RIGHT SIDE "C"**



**REAR "C"**



**LEFT SIDE "C"**



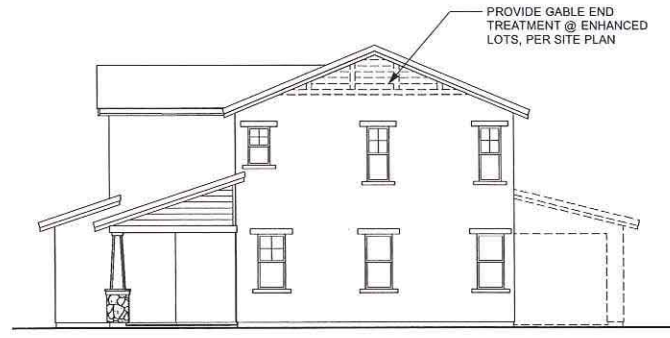
**ROOF PLAN "C"**

**TRADITIONAL**

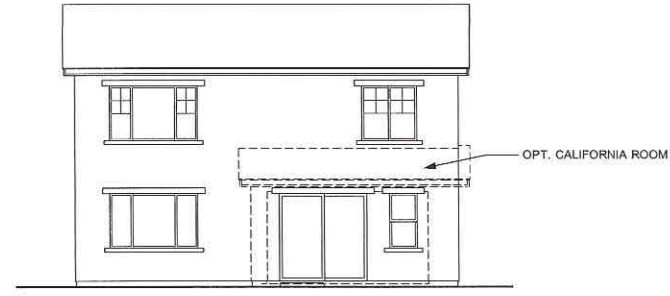
- STUCCO SIDING
- STUCCO O/ FOAM TRIM
- LAP SIDING (AT ACCENT AREAS)
- CULTURED BRICK VENEER
- LOUVER SHUTTERS
- THEME SPECIFIC GARAGE DOOR
- RIBBED TILE GUTTER
- CONCRETE TILE ROOFING - "SHAKE"



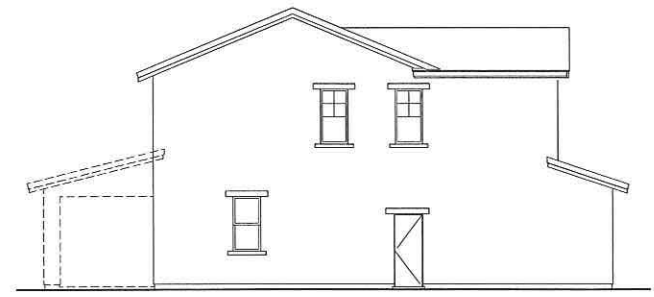
**FRONT ELEVATION "C"  
(TRADITIONAL)**



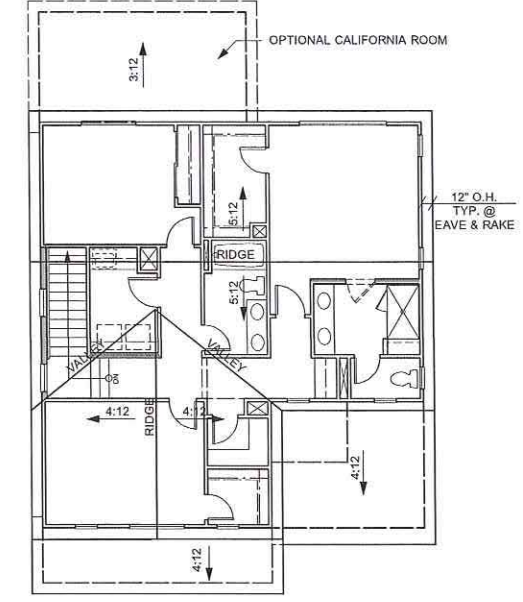
**RIGHT SIDE "D"**



**REAR "D"**



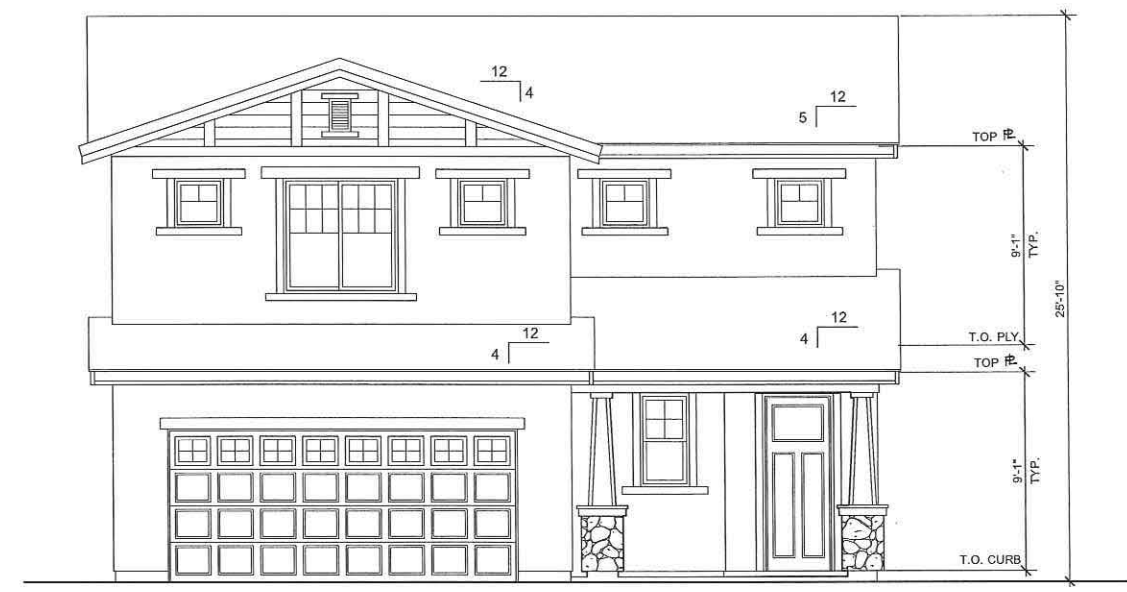
**LEFT SIDE "D"**



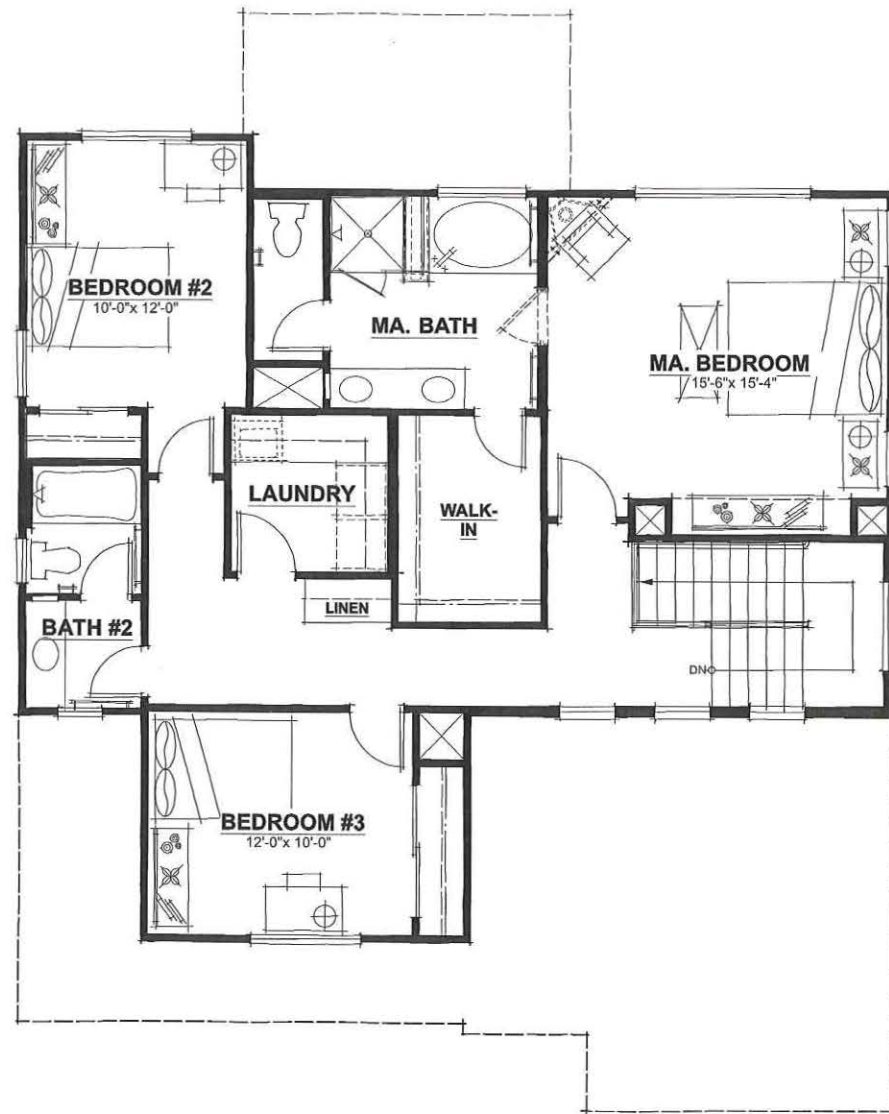
**ROOF PLAN "D"**

**CRAFTSMAN**

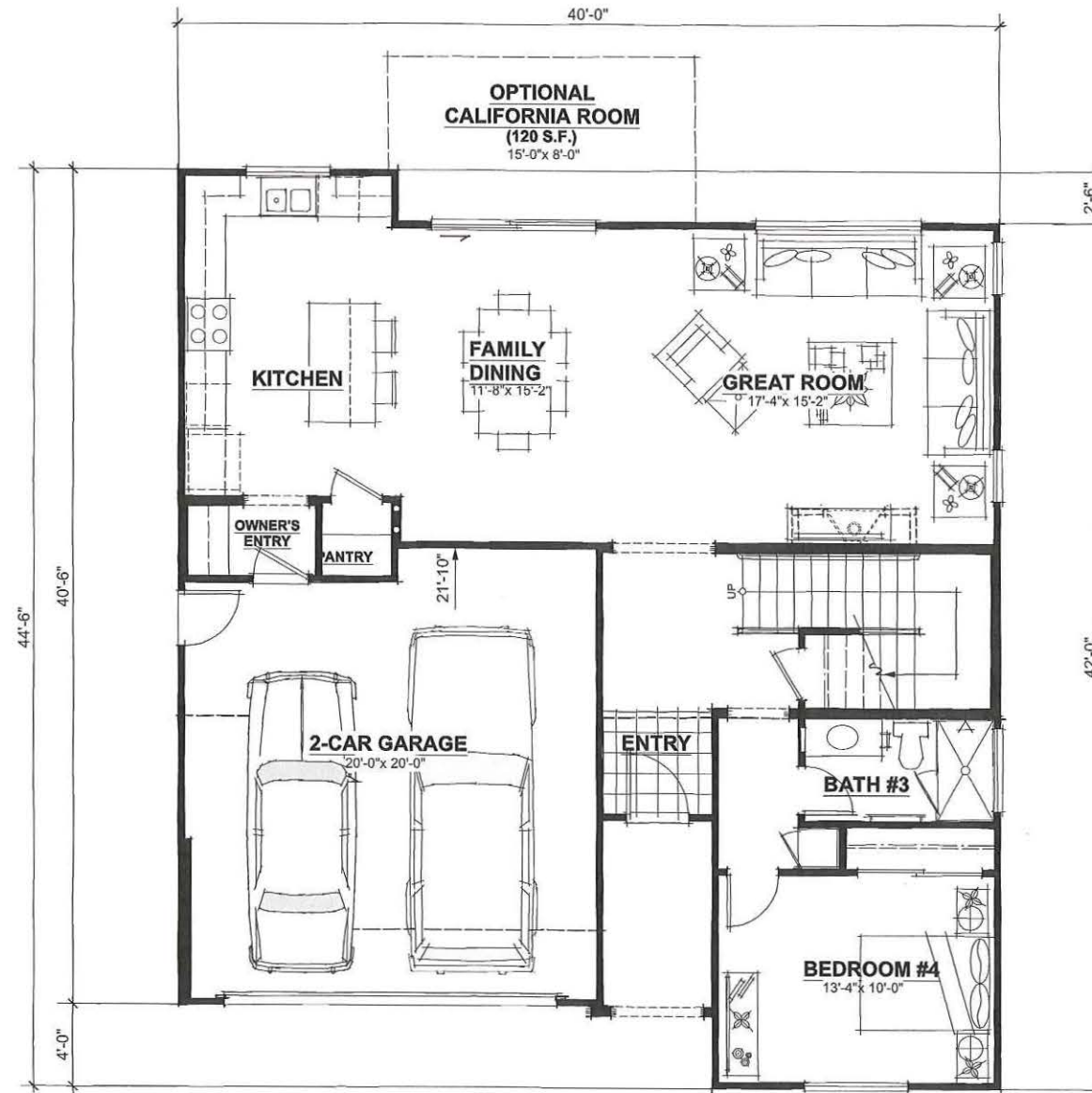
- STUCCO SIDING
  - STUCCO OVER FOAM TRIM
  - LAP SIDING AT GABLE ENDS
  - CULTURED STONE VENEER
  - THEME SPECIFIC GARAGE DOOR
  - PROFILE TILE GUTTER
  - CONCRETE TILE ROOFING - "SHAKE" PROFILE
- ▬▬▬ INDICATES RECESS



**FRONT ELEVATION "D"  
(CRAFTSMAN)**

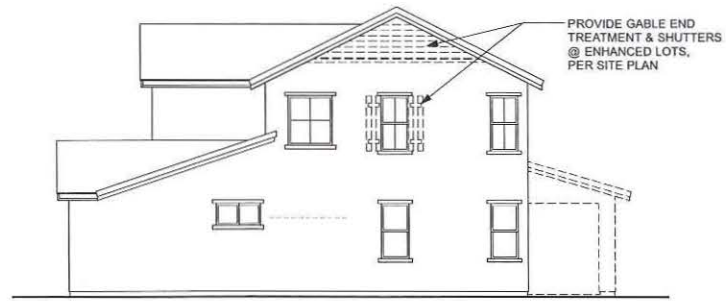


**SECOND FLOOR PLAN (1064 S.F.)**



**FIRST FLOOR PLAN (1118 S.F.; 2182 TOTAL S.F.)**

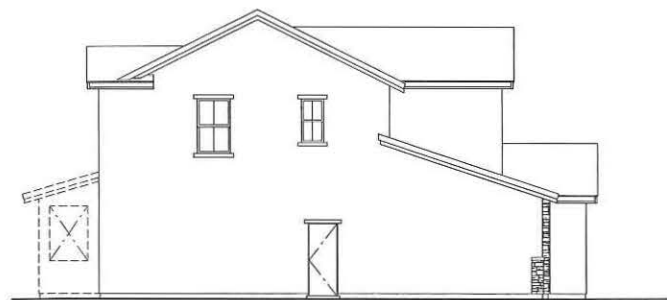




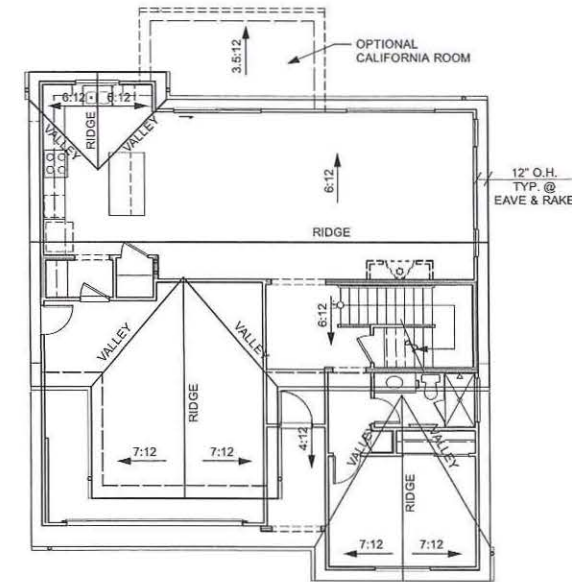
**RIGHT SIDE "A"**



**REAR "A"**



**LEFT SIDE "A"**



**ROOF PLAN "A"**

**COTTAGE**

- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- DECORATIVE CORBELS
- DECORATIVE SHUTTERS
- CULTURED STONE VENEER
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SLATE" PROFILE

INDICATES RECESS



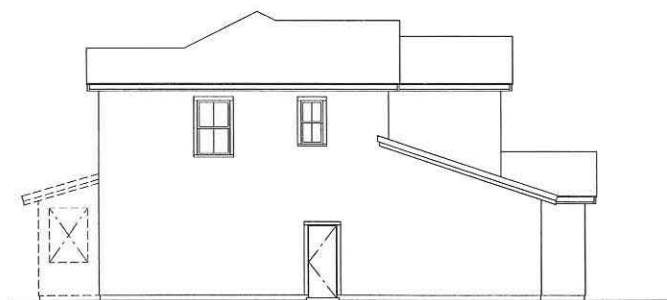
**FRONT ELEVATION "A"  
(COTTAGE)**



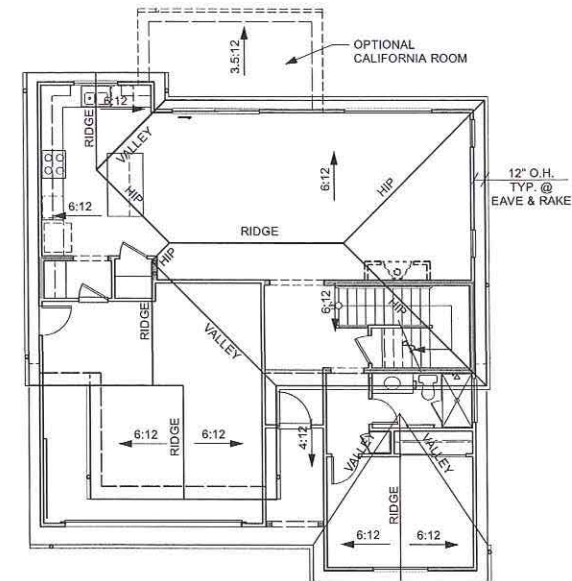
**RIGHT SIDE "B"**



**REAR "B"**



**LEFT SIDE "B"**



**ROOF PLAN "B"**

**FARMHOUSE**

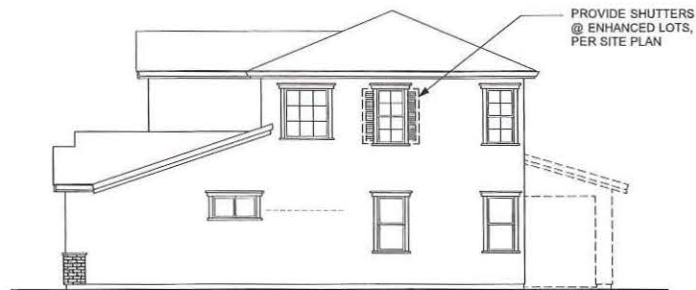
- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- BOARD AND BATTEN GABLE ENDS
- WOOD POST W/ KICKERS
- RECESSED PANEL SHUTTERS
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SLATE" PROFILE

▤ INDICATES RECESS



**FRONT ELEVATION "B"  
(FARMHOUSE)**

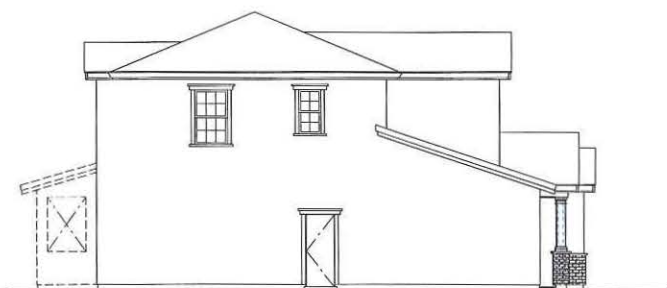




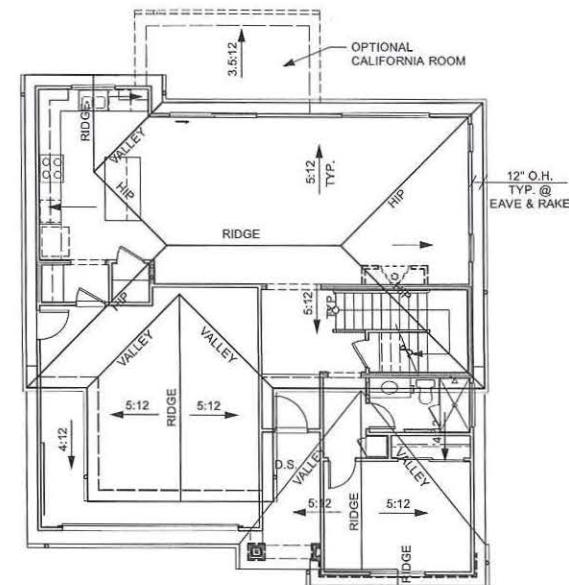
**RIGHT SIDE "C"**



**REAR "C"**



**LEFT SIDE "C"**



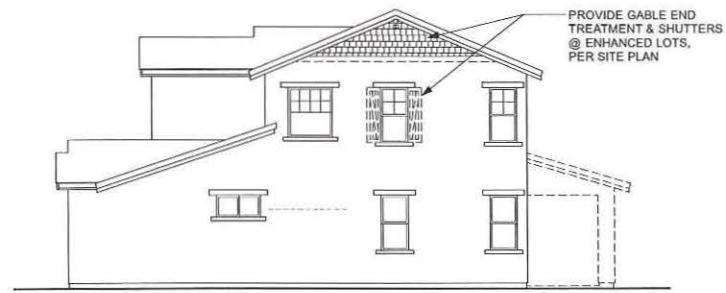
**ROOF PLAN "C"**

**TRADITIONAL**

- STUCCO SIDING
- STUCCO O/ FOAM TRIM
- LAP SIDING (AT ACCENT AREAS)
- CULTURED BRICK VENEER
- LOUVER SHUTTERS
- THEME SPECIFIC GARAGE DOOR
- RIBBED TILE GUTTER
- CONCRETE TILE ROOFING - "SHAKE"



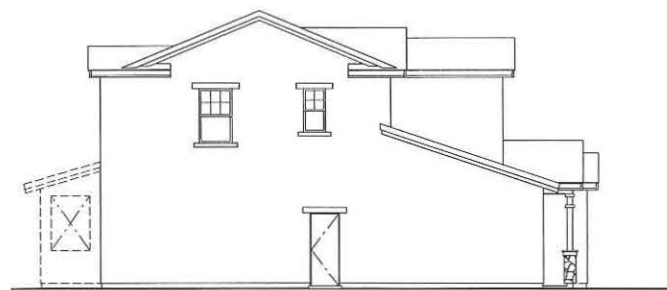
**FRONT ELEVATION "C"  
(TRADITIONAL)**



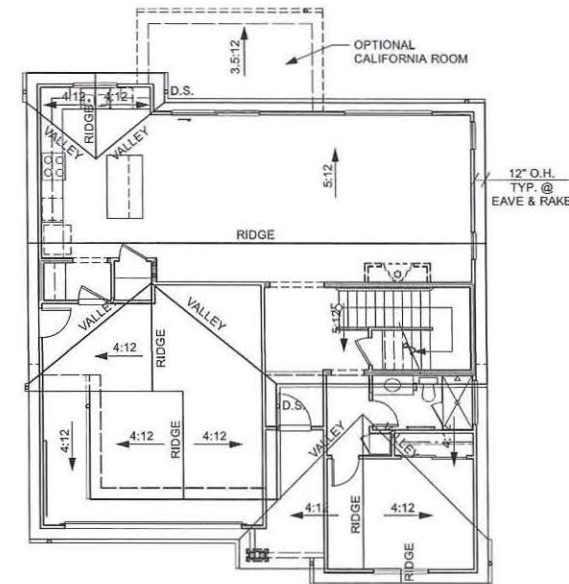
**RIGHT SIDE "D"**



**REAR "D"**



**LEFT SIDE "D"**



**ROOF PLAN "D"**

**CRAFTSMAN**

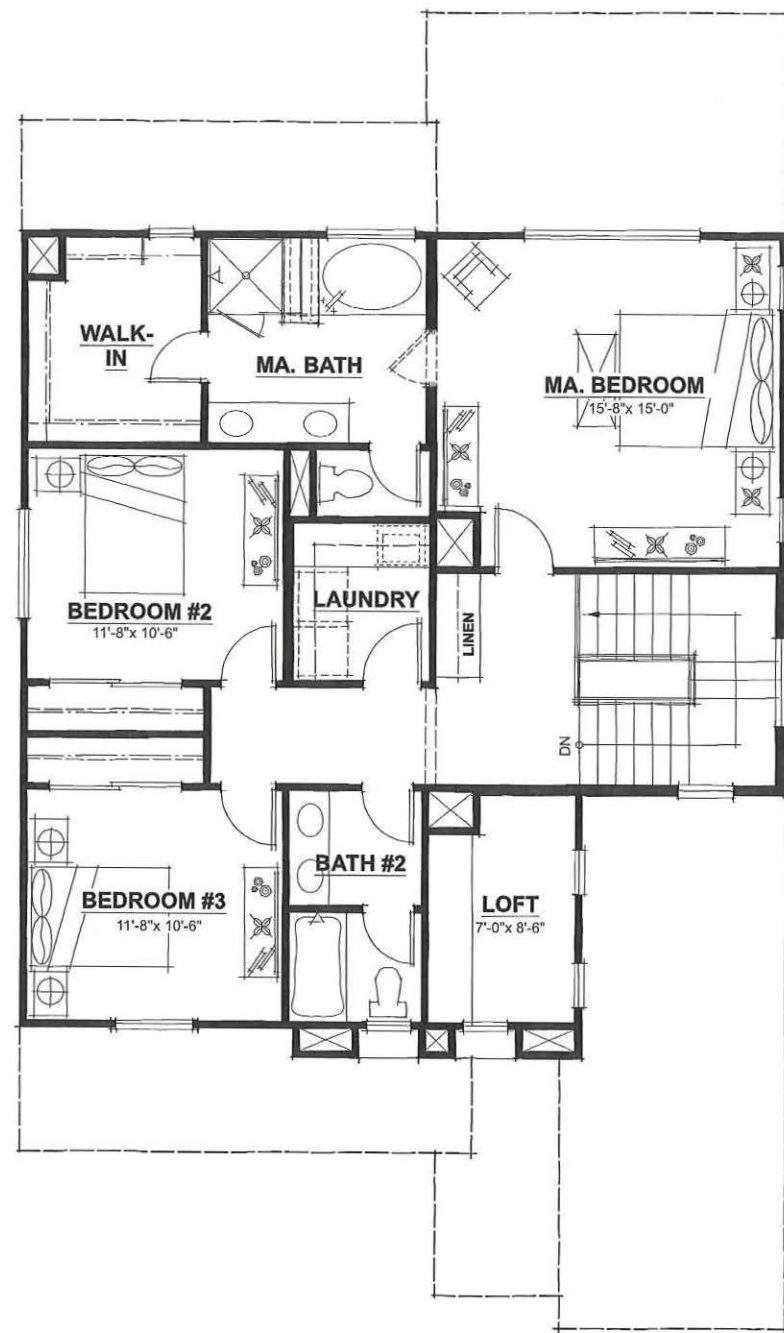
- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- LAP SIDING AT GABLE ENDS
- CULTURED STONE VENEER
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SHAKE" PROFILE

INDICATES RECESS

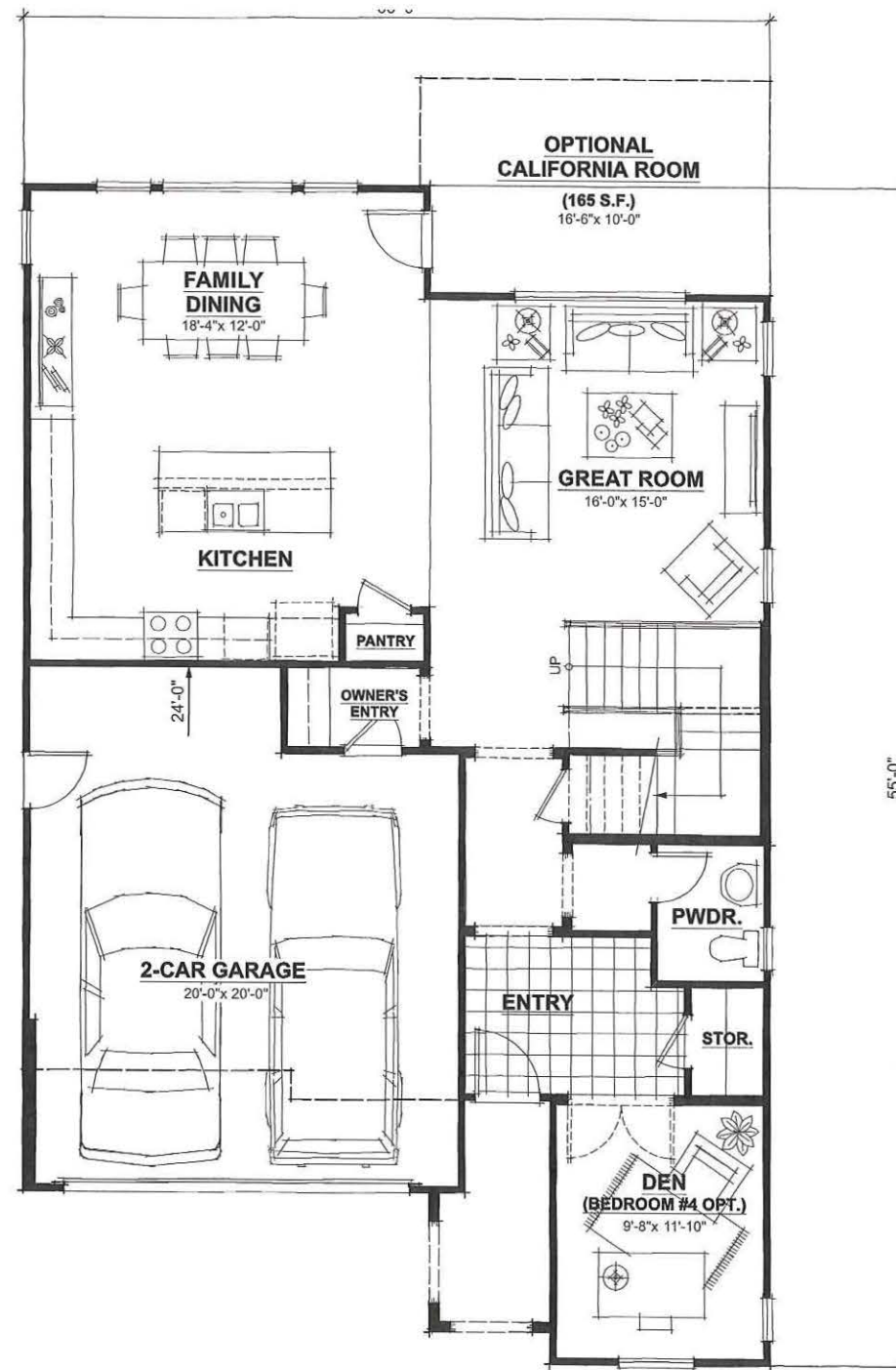


**FRONT ELEVATION "D"  
(CRAFTSMAN)**

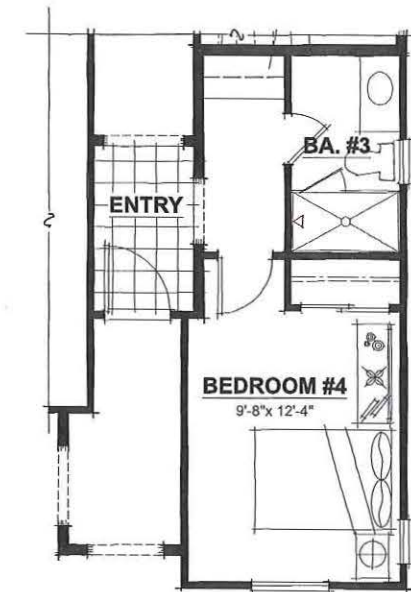




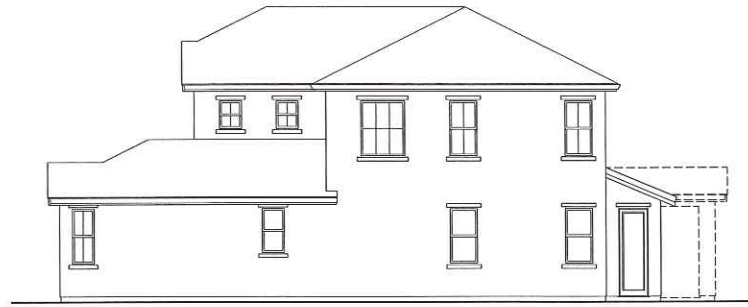
SECOND FLOOR PLAN (1077 S.F.)



FIRST FLOOR PLAN (1163 S.F.; 2240 TOTAL S.F.)



BEDROOM #4 OPTION



**RIGHT SIDE "A"**

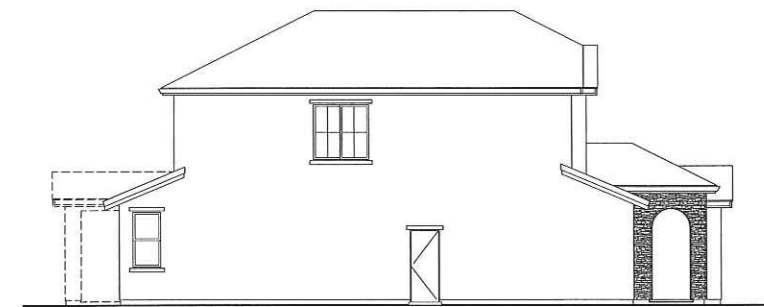


**REAR "A"**  
(OPTIONAL CALIFORNIA ROOM)

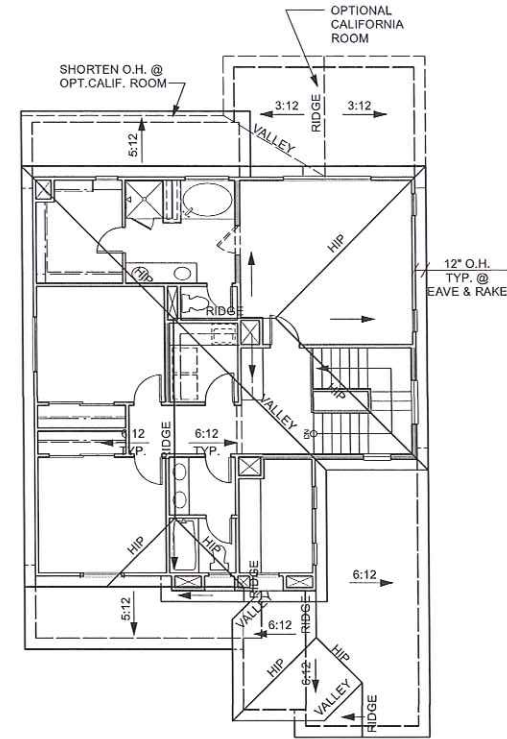


**REAR "A"**

PROVIDE SHUTTERS  
@ ENHANCED LOTS,  
PER SITE PLAN



**LEFT SIDE "A"**



**ROOF PLAN "A"**

**COTTAGE**

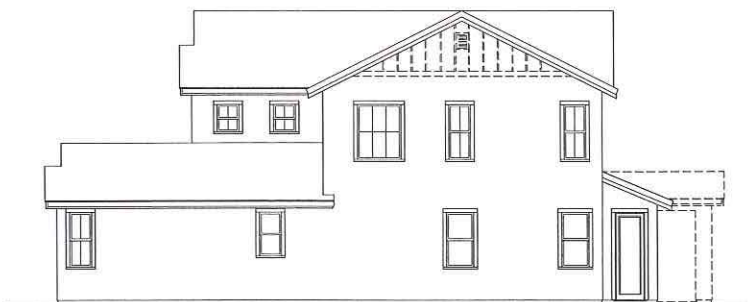
- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- DECORATIVE CORBELS
- DECORATIVE SHUTTERS
- CULTURED STONE VENEER
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SLATE" PROFILE

INDICATES RECESS

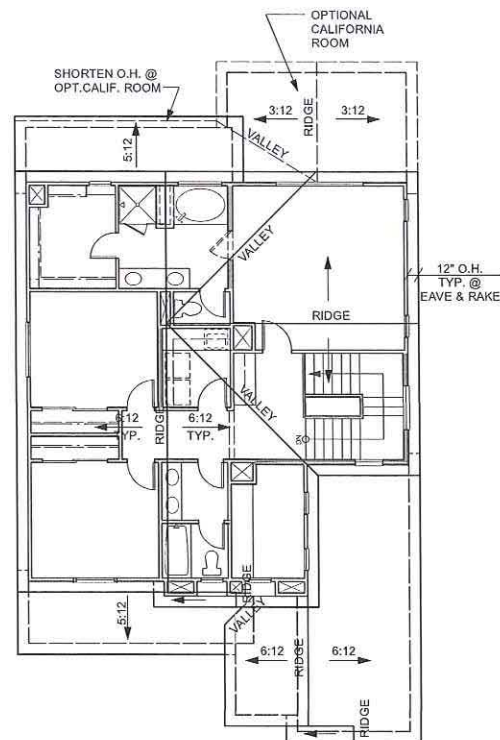


**FRONT ELEVATION "A"**  
(COTTAGE)





**RIGHT SIDE "B"**



**ROOF PLAN "B"**

**FARMHOUSE**

- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- BOARD AND BATTEN GABLE ENDS
- WOOD POST W/ KICKERS
- RECESSED PANEL SHUTTERS
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SLATE" PROFILE

 INDICATES RECESS

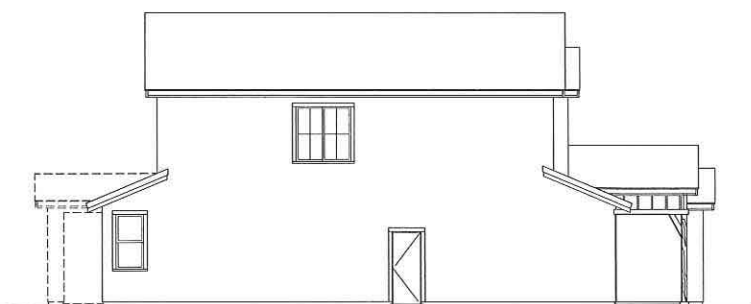


**REAR "B"**  
(OPTIONAL CALIFORNIA ROOM)



**REAR "B"**

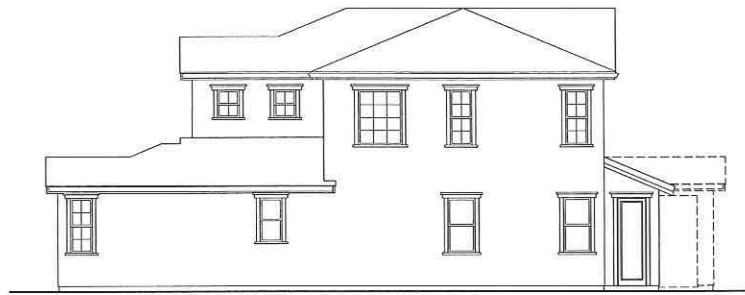
PROVIDE GABLE END TREATMENT & SHUTTERS @ ENHANCED LOTS, PER SITE PLAN



**LEFT SIDE "B"**



**FRONT ELEVATION "B"**  
(FARMHOUSE)



**RIGHT SIDE "C"**

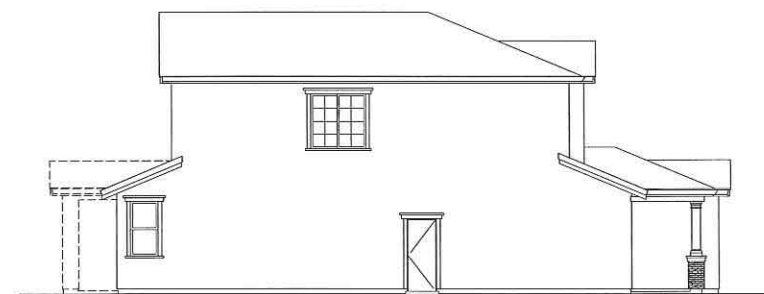


**REAR "C"**  
(OPTIONAL CALIFORNIA ROOM)

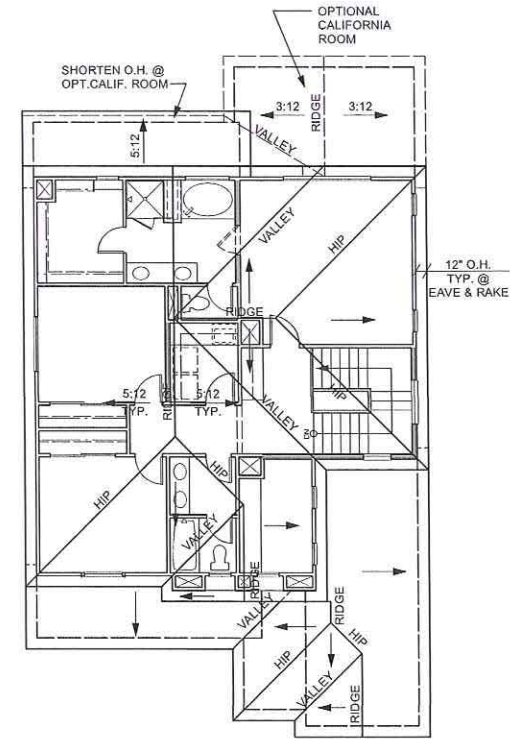


**REAR "C"**

PROVIDE GABLE END TREATMENT & SHUTTERS @ ENHANCED LOTS, PER SITE PLAN



**LEFT SIDE "C"**



**ROOF PLAN "C"**

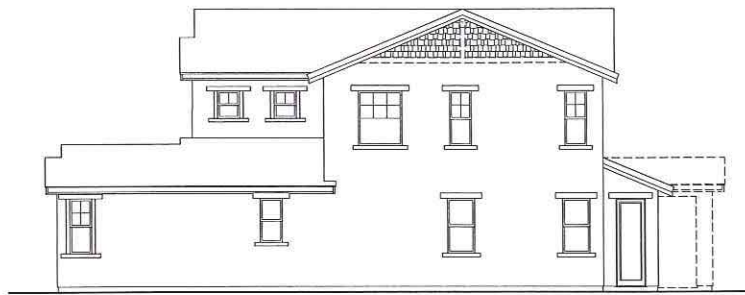
**TRADITIONAL**

- STUCCO SIDING
- STUCCO O/ FOAM TRIM
- LAP SIDING (AT ACCENT AREAS)
- CULTURED BRICK VENEER
- LOUVER SHUTTERS
- THEME SPECIFIC GARAGE DOOR
- RIBBED TILE GUTTER
- CONCRETE TILE ROOFING - "SHAKE"

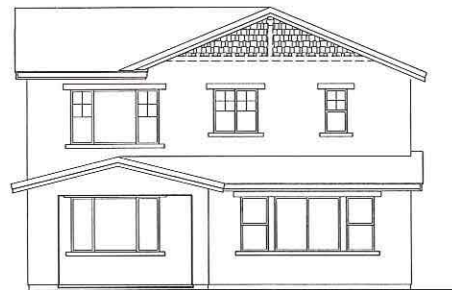


**FRONT ELEVATION "C"**  
(TRADITIONAL)





**RIGHT SIDE "D"**

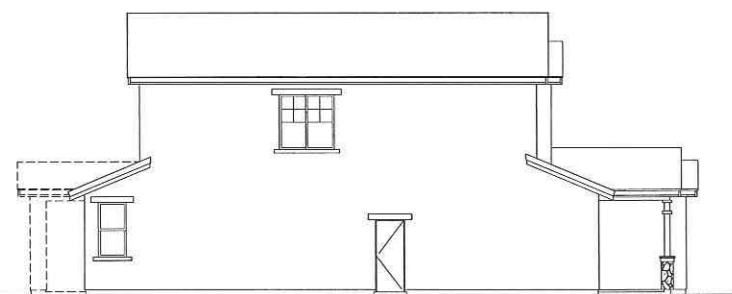


**REAR "D"**  
(OPTIONAL CALIFORNIA ROOM)

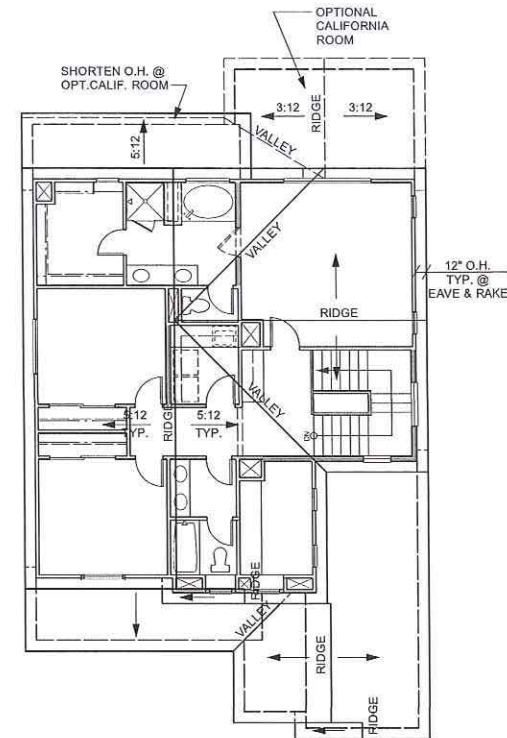


**REAR "D"**

PROVIDE GABLE END TREATMENT @ ENHANCED LOTS, PER SITE PLAN



**LEFT SIDE "D"**



**ROOF PLAN "D"**

**CRAFTSMAN**

- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- LAP SIDING AT GABLE ENDS
- CULTURED STONE VENEER
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SHAKE" PROFILE

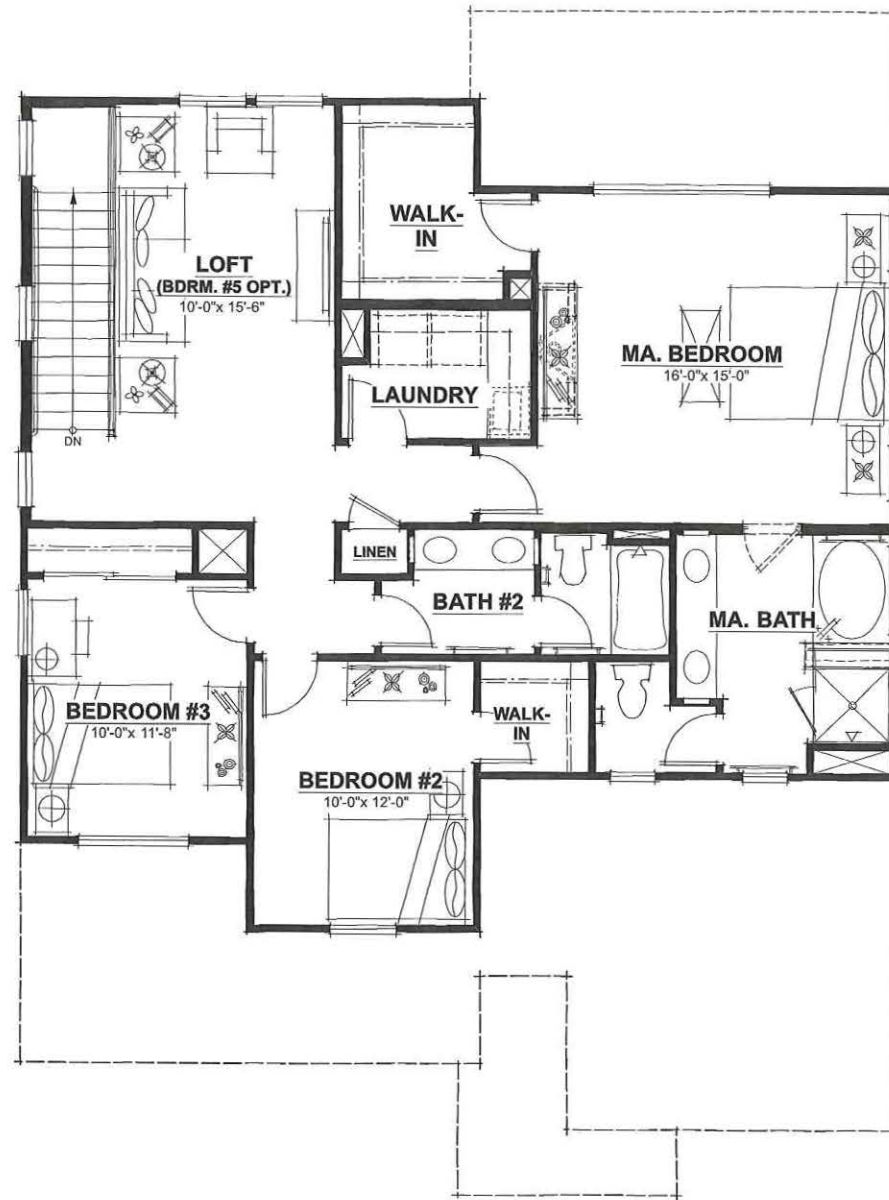
▤ INDICATES RECESS



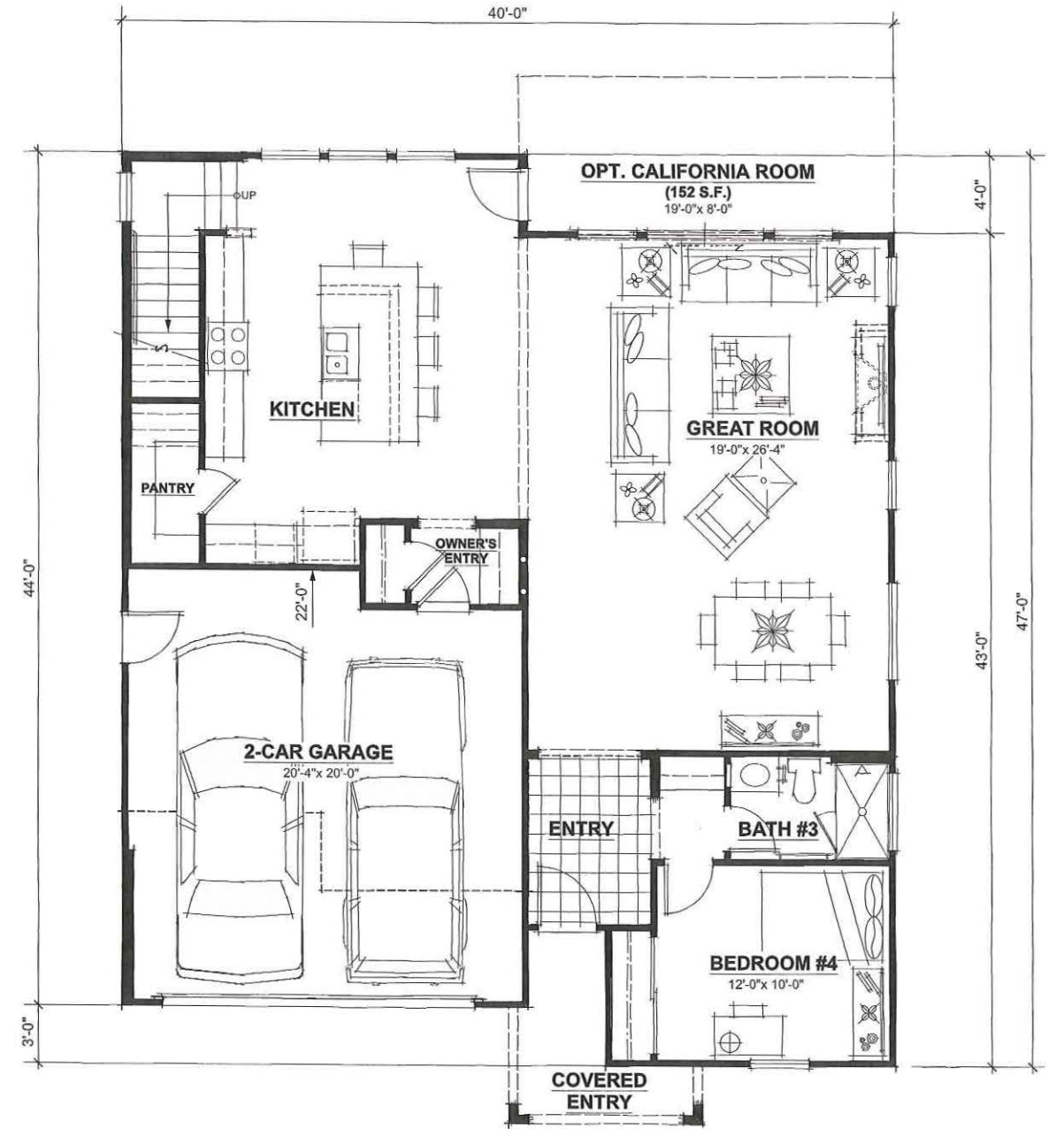
**FRONT ELEVATION "D"**  
(CRAFTSMAN)



**BEDROOM #5 OPTION**

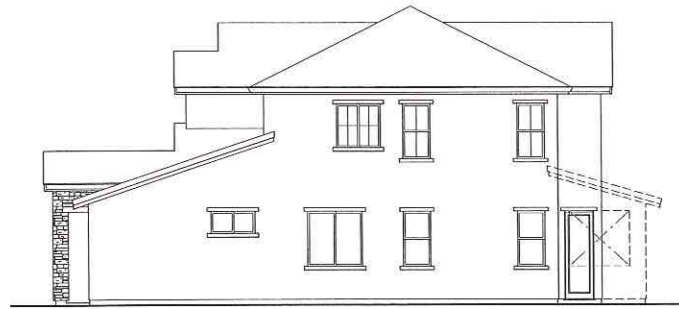


**SECOND FLOOR PLAN (1187 S.F.)**



**FIRST FLOOR PLAN (1263 S.F.; 2450 TOTAL S.F.)**

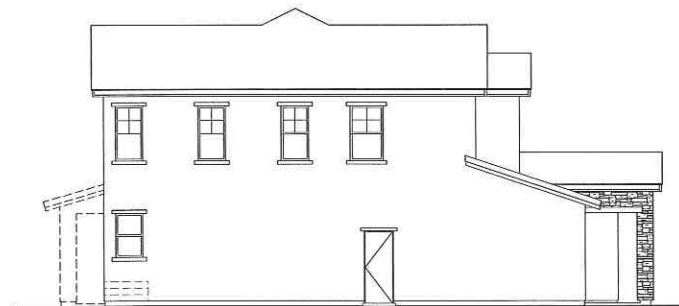




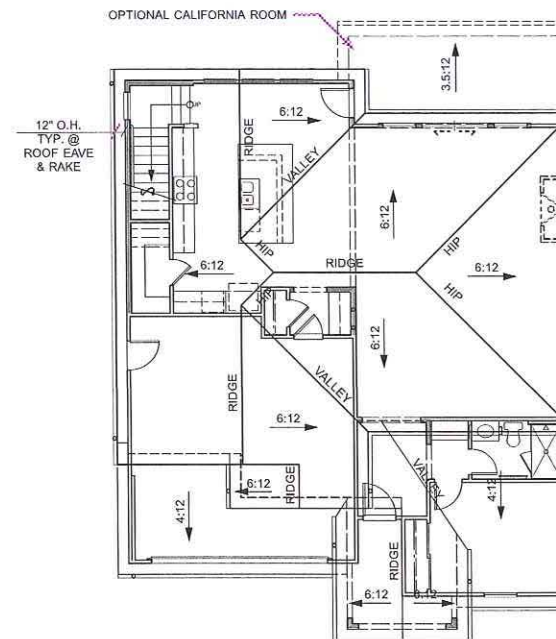
**RIGHT SIDE "A"**



**REAR "A"**



**LEFT SIDE "A"**



**ROOF PLAN "A"**

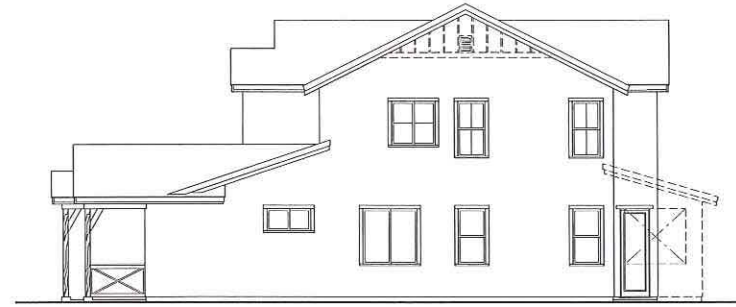
**COTTAGE**

- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- DECORATIVE CORBELS
- DECORATIVE SHUTTERS
- CULTURED STONE VENEER
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SLATE" PROFILE

 INDICATES RECESS



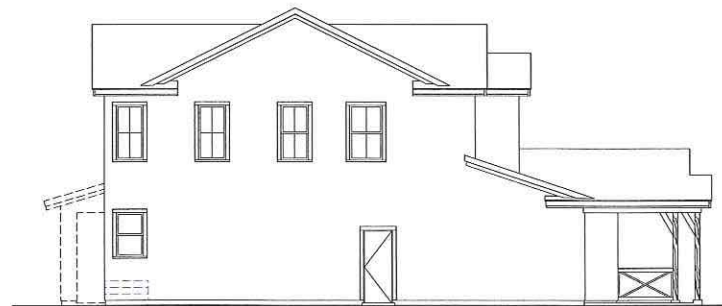
**FRONT ELEVATION "A"  
(COTTAGE)**



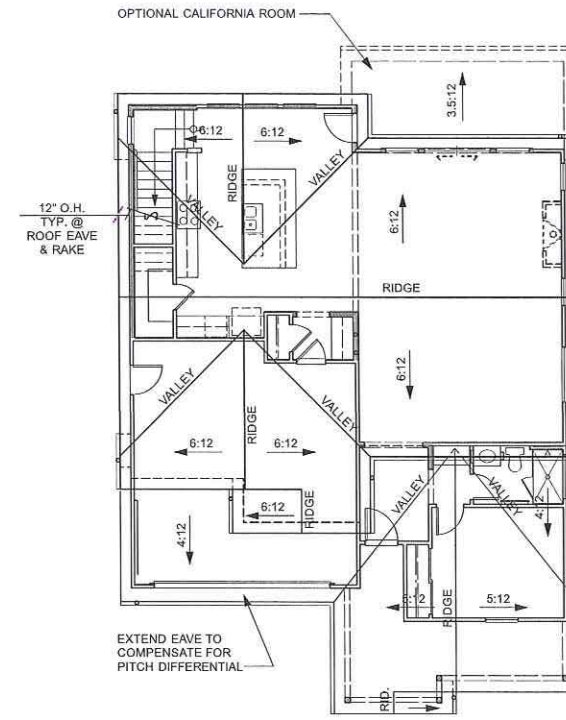
**RIGHT SIDE "B"**



**REAR "B"**



**LEFT SIDE "B"**



**ROOF PLAN "B"**

**FARMHOUSE**

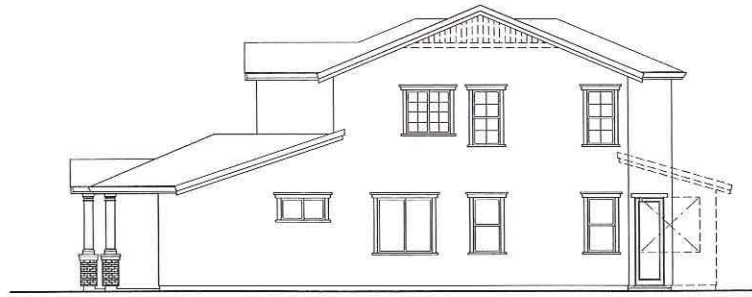
- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- BOARD AND BATTEN GABLE ENDS
- WOOD POST W/ KICKERS
- RECESSED PANEL SHUTTERS
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SLATE" PROFILE

INDICATES RECESS



**FRONT ELEVATION "B"  
(FARMHOUSE)**

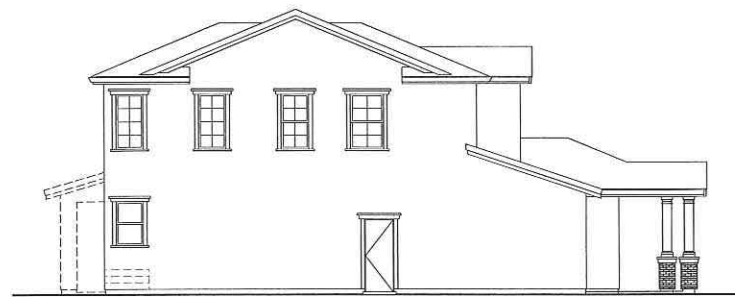




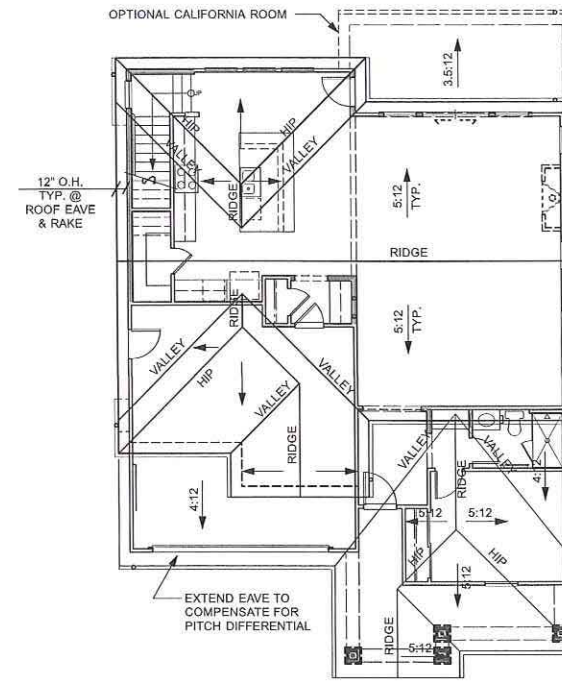
**RIGHT SIDE "C"**



**REAR "C"**



**LEFT SIDE "C"**



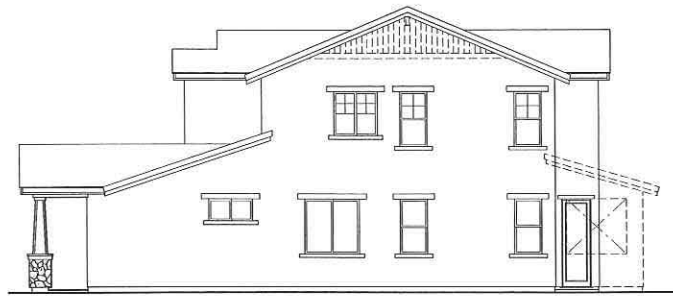
**ROOF PLAN "C"**

**TRADITIONAL**

- STUCCO SIDING
- STUCCO O/ FOAM TRIM
- LAP SIDING (AT ACCENT AREAS)
- CULTURED BRICK VENEER
- LOUVER SHUTTERS
- THEME SPECIFIC GARAGE DOOR
- RIBBED TILE GUTTER
- CONCRETE TILE ROOFING - "SHAKE"



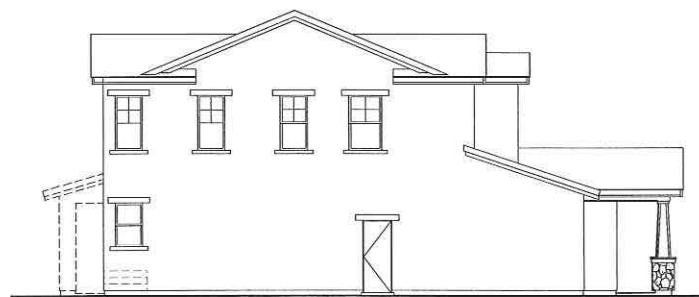
**FRONT ELEVATION "C"  
(TRADITIONAL)**



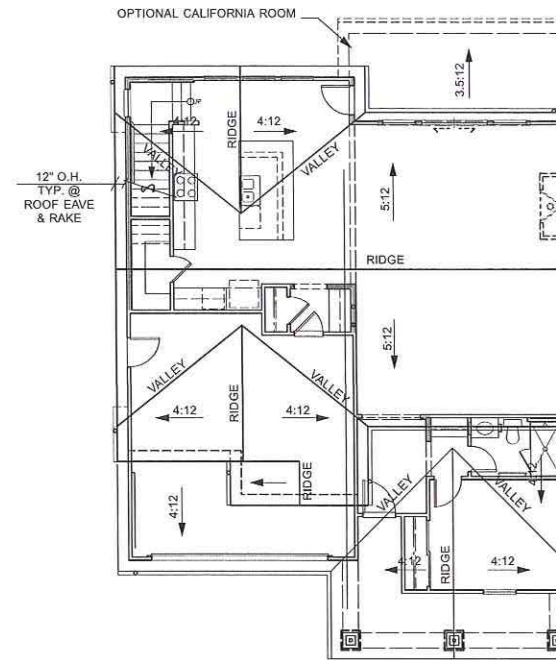
**RIGHT SIDE "D"**



**REAR "D"**



**LEFT SIDE "D"**



**ROOF PLAN "D"**

**CRAFTSMAN**

- STUCCO SIDING
- STUCCO OVER FOAM TRIM
- LAP SIDING AT GABLE ENDS
- CULTURED STONE VENEER
- THEME SPECIFIC GARAGE DOOR
- PROFILE TILE GUTTER
- CONCRETE TILE ROOFING - "SHAKE" PROFILE

▨ INDICATES RECESS



**FRONT ELEVATION "D"**  
**(CRAFTSMAN)**