

AGENDA

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

Tuesday, September 22, 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.

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 Childhood Cancer Awareness Week (Mayor Hardcastle)**
- 1.4 Proclamation Declaring October 18-24 as “Freedom From Workplace Bullies Week” (Robert Hosmer)**
- 1.5 Diablo Water District Update (Mike Yeraka, General Manager)**
- 1.6 Oakley Library Update (Andrea Freyler, Library Manager)**

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 September 8, 2015 (Libby Vreonis, City Clerk)**

Oakley City Council

- 3.2 Accept Report Out of Closed Session Memo (William Galstan, Special Counsel)**
- 3.3 Award of Construction Contract to McFadden Construction Inc., for the Fiscal Year 2015/2016 Storm Drain Improvement Project-Capital Improvement Project No. 171 (Kevin Rohani, Public Works Director/City Engineer)**
- 3.4 Approve Subdivision Improvement Agreement and Final Map for Subdivision 9351-Emerson Ranch Neighborhood 5 (Northwest corner, Cypress Road and Sellers Avenue) (Kevin Rohani, Public Works Director/City Engineer)**
- 3.5 Grand Jury Inquiry Regarding Brown Act Training (William Galstan, Special Counsel)**
- 3.6 Rose Hall Claim (William Galstan, Special Counsel)**

4.0 PUBLIC HEARINGS

Oakley City Council

- 4.1 Burger King Re-Façade (RD 09-15)(Ken Strelo, Senior Planner)**

Staff recommendation:

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

5.0 REGULAR CALENDAR

Oakley City Council

- 5.1 **Adopt a Resolution Appointing a Representative to the Contra Costa County Advisory Council on Aging for a Two-Year Term (October 12, 2015 through October 11, 2017) (Libby Vreonis, City Clerk)**
- 5.2 **Approval of Modifications to the City's Logo (Bryan Montgomery, City Manager)**

6.0 REPORTS

6.1 CITY MANAGER

- (a) **City Manager**
- (b) **Update on Diamond Hills Athletic Club and Spa Conditional Use Permit**

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

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

7.0 WORK SESSIONS-None

8.0 CLOSED SESSIONS

Oakley City Council

8.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code Section 54956.8)

Property: 4.62 acres of land located north of 3330 Main Street identified as parcels 037-160-006, 130-160-007 and 037-160-018

**Agency negotiators: Bryan Montgomery, City Manager
Dwayne Dalman, Economic Development Manager**

Negotiating parties: Cunha Family Limited Partnership

Under negotiation: Price and terms of payment

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

Title: City Manager

8.3 Report Out of Closed Sessions (William Galstan, Special Counsel)

9.0 ADJOURN

PROCLAMATION

Childhood Cancer Awareness Week September 20th – 26th

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in nearly 15,000 of our country's young people each and every year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Lucile Packard Children's Hospital at Stanford in Palo Alto, UCSF Benioff Children's Hospital, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies, community get well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE, BE IT RESOLVED that I, Doug Hardcastle, Mayor of the City of Oakley on behalf of the Oakley City Council, do hereby proclaim September 20 – 26th 2015 as National Childhood Cancer Awareness week and encourage all citizens to join in reaffirming the commitment to fighting childhood cancer.

September 22, 2015

Doug Hardcastle, Mayor

PROCLAMATION

DECLARING OCTOBER 18 - 24, 2015

"FREEDOM FROM WORKPLACE BULLIES WEEK"

WHEREAS, the City of Oakley has an interest in promoting the social and economic well-being of its citizens, employees and employers; and

WHEREAS, that well-being depends upon the existence of healthy and productive employees working in safe and abuse-free work environments; and

WHEREAS, research has documented the stress-related health consequences for individuals caused by exposure to abusive work environments; and

WHEREAS, abusive work environments are costly for employers, with consequences including reduced productivity, absenteeism, turnover, employee dissatisfaction and injuries; and

WHEREAS, protection from abusive work environments should apply to every worker, and not be limited to legally protected class status based only on race, color, gender, national origin, age, or disability.

NOW, THEREFORE BE IT RESOLVED, that I Doug Hardcastle, Mayor of the City of Oakley on behalf of the City Council, do hereby proclaim October 18 - 24, 2015 as "**Freedom From Workplace Bullies Week**" and commends the California Healthy Workplace Advocates and the Workplace Bullying Institute, which raise awareness of the impacts of, and solutions for, workplace bullying in the U.S.; and encourages all citizens to recognize this special observance.

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
September 8, 2015**

1.0 OPENING MATTERS

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

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

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

1.2 Pledge of Allegiance to the Flag

Eagle Scout Jonathan Wilkes led the Pledge of Allegiance to the Flag.

1.3 Proclamation Recognizing Eagle Scout Jonathan Wilkes, Troop 298

On behalf of the City Council, Mayor Hardcastle presented a proclamation to Eagle Scout Jonathan Wilkes.

1.4 Proclamation Recognizing September 2015 as Suicide Prevention Awareness Month in Oakley (Councilmembers Higgins and Perry)

On behalf of the City Council, Mayor Hardcastle presented a proclamation to Councilmembers Higgins and Perry and the planning committee for the Out of Darkness Walk recognizing September 2015 as Suicide Prevention Month in Oakley.

Councilmember Perry announced the Out of Darkness Walk will be held October 10 at 10am at Cypress Grove Community Park (registration begins at 9am). She mentioned 325 people have signed up for the walk and they have reached their fundraising goal of \$10,000.

1.5 Presentation by BART Boardmember Joel Keller

BART Boardmember Joel Keller provided a presentation to the City Council regarding creating a "Better BART and Better Bay Area". He discussed positive impacts BART has on reducing traffic, mileage, gas and CO2 and its impact on increasing surrounding property values. He shared a pilot cover that is being tested at the 19th Street and Broadway station to protect escalators and enhance safety of BART employees, increased way-finding signage and improvements for bicycle parking. He also discussed the opening of new stations in Pittsburg

and Antioch. He commented that some of the challenges BART faces is an aging fleet of train cars and damaged speed signals. He mentioned \$9.6 billion is needed of which \$4.8 billion is currently unfunded. He suggested a ballot measure could potentially help bridge the difference.

Councilmember Perry requested clarification of the opening date of the new Pittsburg station.

Mr. Keller responded that the new Pittsburg station will likely open at the same time as the new Antioch station (approximately May 2018) depending on the testing schedule.

Mayor Hardcastle thanked Mr. Keller for his presentation.

1.6 Contra Costa Mosquito & Vector Control District Board Update (Michael Krieg, Appointee)

Contra Costa Mosquito & Vector Control District Board Appointee Michael Krieg provided an update to the City Council including the District's sound financial status, information regarding a moderate season for West Nile Virus in the County, and an update on the District's Environmental Impact Report.

2.0 PUBLIC COMMENTS

Online Comment Forms

No online comment forms were submitted for Public Comments.

Public Comment Cards

Noor Abdullah commented she previously approached the City Council with a concern regarding a lack of stop signs at Walnut Meadows Drive. She thanked the City Council and staff for addressing her concern and placing stop signs where needed.

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 August 11, 2015 (Libby Vreonis, City Clerk)

Oakley City Council

3.2 Accept Report Out of Closed Session Memo (William Galstan, Special Counsel)

- 3.3 Waive the Second Reading and Adopt an Ordinance Rescinding and Reenacting Chapter 8 of Title 5 of the Oakley Municipal Code, Dealing with Massage Establishments and Therapists (William Galstan, Special Counsel)**
- 3.4 Adopt a Resolution Approving and Authorizing the City Manager to File a Response to Contra Costa County Civil Grand Jury Report No. 1510, "Community Courts; Unburdening the Traditional Court System." (Bryan Montgomery, City Manager)**
- 3.5 Award of Construction Contract to Ghilotti Bros. Inc. for the Fiscal Year 2015/2016 Street Repair and Resurfacing Project-Capital Improvement Project 167 (Kevin Rohani, Public Works Director/City Engineer)**
- 3.6 Award of Construction Contract to Centerline Striping Company Inc. for the Fiscal Year 2015/2016 Street Restriping Project-Capital Improvement Project 168 (Kevin Rohani, Public Works Director/City Engineer)**

Item 3.4 was pulled by Mayor Hardcastle and Councilmember Higgins for discussion.

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

Item 3.4

Councilmember Higgins inquired how soon the City would have to confirm it will have the community court. She expressed concern with funding the court.

City Manager Bryan Montgomery responded that the Grand Jury report only requests that cities evaluate having a community court; cities do not have to commit. He added the City Council would have to adopt an ordinance approving the community court; therefore it is something that would require further discussion and consideration. He mentioned community courts have been successful in other cities.

Mayor Hardcastle requested clarification that the City Council is not agreeing to a community court; it is only evaluating it at this time.

Mr. Montgomery confirmed that is correct.

Councilmember Perry inquired if the cost of the evaluation has been conducted.

Mr. Montgomery responded that it has not yet been conducted; however, community courts currently in place are typically self-funded and a cost analysis would be part of the evaluation.

Councilmember Higgins commented that Richmond implemented a community court and then discontinued it. She requested staff evaluate not only the cost of implementation, but also the estimated cost of discontinuing a community court.

It was moved by Vice Mayor Romick and seconded by Councilmember Pope to approve item 3.4. Motion was unanimous and so ordered. (5-0)

Online Comment Forms

Mike Burkholder submitted a comment encouraging the City Council to reject the community court. He mentioned staffing and funding is not available for such court, Oakley should demonstrate it is tough on crime and not provide an option for a get out of jail free card, and it places an extra burden on police. He recommended if the City moves forward with this idea, the City may wish to consider a program for anyone under the age of 18.

Public Comment Card

No public comment cards were submitted for the Consent Calendar.

Due to time constraints of the consultants, Item 5.2 was heard prior to Item 4.1.

4.0 PUBLIC HEARINGS

Oakley City Council

4.1 A Request for a Five-Year Extension to the Previously Approved Stonegate Tentative Parcel Map (MS 02-976) and Master Conditional Use Permit-5400 Live Oak Avenue (APN: 037-100-066) (Joshua McMurray, Planning Manager)

Planning Manager Joshua McMurray presented the staff report.

The City Council had no questions, comments or discussion on the matter.

Online Comment Forms

No online comment forms were submitted for item 4.1.

Public Comment Cards

No public comment cards were submitted for item 4.1.

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

4.2 2092 Oakley Road Wireless Communications Facility (DR 07-15) (Ken Strello, Senior Planner)

Senior Planner Ken Strello presented the staff report. He mentioned other design options and other locations were considered by the applicant; however, the design chosen was most accommodating for the equipment that will be contained within the structure and the location chosen provided the least impact on the property. He suggested the City Council may wish to consider a City logo on the structure.

Councilmember Higgins inquired if another design would qualify (i.e., a wine barrel or wine bottle) to fit in with the City's water and wine theme.

Mr. Strello explained both would probably qualify as public art.

Councilmember Perry inquired if the applicant has equipment on any of the existing towers in the community and if it is possible for the applicant to co-locate on an existing tower.

Mr. Strello responded that he does not have information regarding the applicant's equipment on existing towers, but perhaps the applicant could provide that information and he mentioned if the applicant co-located, it would likely have to be further east in which case it may overlap existing coverage.

Councilmember Pope inquired where the base of the tower is located in relation to the road level and if it is possible to make the tower legs look more like a traditional water tower. He commented he likes the idea of the City logo on the tower and no antennae on the legs of the tower.

Mr. Strello confirmed the grade differential between the base of the tower and the road level is approximately 7 feet.

Jenny Blocker, representing the applicant, mentioned it is possible to change the legs on the tower as long as it is structurally sound and the City logo can be added.

Vice Mayor Romick agreed with Councilmember Pope regarding changing the tower legs and suggested a faux wine label on the tower.

Mayor Hardcastle inquired if it is possible to design a clock tower instead of a water tower.

Ms. Blocker explained a clock tower requires more maintenance as the clock may need to be reset periodically and it would have to be a large clock tower to accommodate all of the equipment to be held within.

Councilmember Perry requested a map showing the area not covered. She mentioned she does not want to approve a 65 foot tower if it is not absolutely necessary.

Ms. Blocker presented a map to the City Council of the existing coverage and a map showing how coverage will improve with the tower.

City Manager Bryan Montgomery mentioned to the City Council that it may wish to decide whether the color choice will be for people to notice the tower or for it to blend in with the existing landscape. He added a more natural color and look may help for it to blend in.

Mayor Hardcastle and Councilmember Higgins suggested old style writing for the City logo.

Ms. Blocker mentioned it could be included as a condition of approval for the design.

Online Comment Forms

Mike Burkholder commented he rejects the proposed site for the wireless communications tower and encourages the City to explore alternative locations in other parts of town (other than along Main Street).

Kimberle Jeglum requested the City Council consider a tree rather than a water tower for aesthetic purposes.

Lynne ONeil commented she supports the water tower as it adds character and brings attention to the City's agricultural history.

Edward Souza requested the City Council consider a tree rather than a tower as it would be less obtrusive and he suggested a reduced height.

Public Comment Cards

No public comment cards were submitted for item 4.2.

It was moved by Councilmember Pope and seconded by Vice Mayor Romick to adopt the resolution with the condition to closely represent a traditional water tower (with no antennae on the legs) and to include a form of the City logo on the tower that would be brought back to the City Council for final approval. AYES: Hardcastle, Higgins, Pope and Romick. NOES: Perry. (4-1)

5.0 REGULAR CALENDAR

Oakley City Council

5.1 Authorization of an Invitation for Bids to Purchase the Real Property located at 1420-1480 Neroly Road, also known as Parcel 3 within the Neroly Commercial Center (APN 034-040-017-5) for the Development of a Child Care Facility (Bryan Montgomery, City Manager)

City Manager Bryan Montgomery presented the staff report.

The City Council had no questions, comments or discussion on the matter.

Online Comment Forms

No online comment forms were submitted for Item 5.1.

Public Comment Card

No public comment cards were submitted for Item 5.1.

It was moved by Vice Mayor Romick and seconded by Councilmember Perry to approve Item 5.1. Motion was unanimous and so ordered. (5-0)

5.2 Downtown Oakley Priority Development Area (PDA) Preferred Plan (Joshua McMurray, Planning Manager)

Planning Manager Joshua McMurray presented the staff report. He introduced the team of consultants involved in developing the Plan: Dennis Dornan and Brian Chambers with Perkins & Will, Katherine Tellez with Fehr & Peers, Rebecca Benassini with Economic and Planning Systems and Paul Krupka with Krupka Consulting.

Mr. Dornan reviewed the direction provided by the City Council at its previous meeting held May 26, 2015 and Mr. Chambers provided an overview of the Plan which incorporates the City Council's direction. Ms. Tellez reviewed transit and mobility of people currently and estimated what it could be if the Plan is implemented. She mentioned a signal would be recommended at the Norcross Lane and Main Street intersection with the Plan.

Mayor Hardcastle inquired how many trips per day occur now on Main Street and how much it would increase if housing is added along Main Street and/or nearby Main Street.

Ms. Tellez responded 19,000 trips per day currently occur on Main Street and approximately 2,000 more trips would be added with housing under the Plan.

Ms. Benassini discussed economic factors of the Plan including market pricing, financial feasibility, residual land value and the impact of transit on residential property values. She mentioned based on their study of the market for smaller residential units, they recommend that if the City implements the Plan, it consider townhomes first, then apartments, then commercial space as options.

Mr. Dornan concluded by mentioning the Plan is now complete and has been issued to the City of Oakley and the next step would be for City staff to develop the Plan further by discussing it with the rail authorities.

Vice Mayor Romick commented the Plan is a great start and people must live in the downtown area for it to survive. He mentioned he envisions a quaint, small downtown with shops, walkable stations and park-and-rides to attract more people. He inquired if the 300 added parking spaces were in each areas A and B or combined in areas A and B and if any discussions have taken place with Tri-Delta Transit with regard to the number of spaces they recommend.

Mr. Dornan responded they used the Tri-Delta numbers.

Mayor Hardcastle expressed concern with traffic if adding 300 parking spaces. He inquired if 1 added traffic signal at Norcross Lane could manage the traffic flow or if it would also require other modifications such as widening the streets.

Ms. Tellez responded that a land use program would need to be in place and then it could be further evaluated.

Online Comment Forms

No online comment forms were submitted for Item 5.2.

Public Comment Card

No public comment cards were submitted for Item 5.2.

The City Council received the report.

5.3 Economic Development Goal Setting and Update (Dwayne Dalman, Economic Development Manager)

Economic Development Manager Dwayne Dalman shared information with the City Council regarding economic development goals, business visitation, outreach to property owners, action plan for development of sites, updating City marketing materials, updating the economic development website, business attraction, job

creation, downtown events, disposition and development of City property and the Downtown Revitalization Loan Program.

Mayor Hardcastle inquired how many businesses have taken advantage of the Downtown Revitalization Loan Program.

Mr. Dalman explained that some business owners have applications, but they are waiting to see what improvements are made on Main Street before submitting their applications; therefore at this time, no funds have been loaned.

Vice Mayor Romick inquired if there is a web-based application for a site selection map.

Mr. Dalman explained that the City is developing an electronic site selection map. He mentioned there are four properties currently listed on the map and more will be added, all of which will provide property dimensions, zoning, contacts and specific plan areas.

Mr. Montgomery commented staff will email the link to the map to the City Council. He explained the map is being timed with the City's website update and should be complete in approximately 2-3 weeks. He welcomed the City Council to provide comments and suggestions.

No action was required by the City Council. Mayor Hardcastle thanked Mr. Dalman for his report.

Online Comment Forms

No online comment forms were submitted for Item 5.3.

Public Comment Card

No public comment cards were submitted for Item 5.3.

6.0 REPORTS

6.1 CITY MANAGER

(a) City Manager

City Manager Bryan Montgomery announced the Third Annual Heart of Oakley Festival will be held Saturday, September 19 at Civic Center Plaza; Main Street between Vintage Parkway and Norcross Lane will be closed at 9am for the event. He added there will be plenty of parking around the event, including the parking lot east of 3330 Main Street and at the Duarte property at Gardenia and Main.

Councilmember Pope inquired if parking will be available along Main Street for the event.

Mr. Montgomery explained the "No Parking" signs will be covered for the event for attendees to park along Main Street. He mentioned parking will also be available at Oakley Elementary and O'Hara Park Middle School.

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

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

Councilmember Perry announced she and Councilmember Higgins will be participating in Stand Down on the Delta at the Contra Costa Fairgrounds this weekend. She mentioned the Out of Darkness committee will have a booth set up at the Heart of Oakley Festival on September 19; they have already raised over \$10,000 and have over 325 people signed up to participate in the walk to be held October 10. She also mentioned she attended the Senior's group car show, the Ironhouse Sanitary District 70th Anniversary celebration and the Veterans of Foreign War paint night to support providing meals to veterans.

Councilmember Pope commented he attended the Habitat Conservancy meeting on August 24 and there will be a flyer released soon with information regarding connecting our existing trail with the Clayton area trail which will provide safer access for bicyclists, pedestrians and equestrians. He commented he would like the City Council to consider a resolution to support the trail connection and improvements. He announced the next East Contra Costa Fire Protections District Board meeting will be held September 14 at 6:30pm at City Hall. He commented that the 9 firefighters in the District are putting forth a heroic effort to do their best to provide a good level of service during the District's lean economic time.

Mayor Hardcastle added that an East Contra Costa Fire Protection District fire truck recently broke down and the firefighters on board traveled by foot to respond to the call of a man suffering from cardiac arrest.

Councilmember Higgins commented she attended the Water Board meeting, she has been discussing health care issues (AB 339) with Senator Steve Glazier, and she will attend the Stand Down event this weekend.

Councilmember Perry announced the Marsh Creek Clean Up will occur the morning of September 19.

Mayor Hardcastle announced he attended the water and sewer district meetings.

(b) Requests for Future Agendas

None.

7.0 WORK SESSIONS-None

Mayor Hardcastle announced a 7 minute recess at 8:33pm. The City Council reconvened at 8:40pm.

8.0 CLOSED SESSION

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

Title: City Manager

8.2 Report Out of Closed Session (William Galstan, Special Counsel)

Special Counsel William Galstan reported no action was taken and direction was provided to staff.

9.0 ADJOURN

There being no further business, the meeting was adjourned at 9:00pm.

Respectfully Submitted,

Libby Vreonis
City Clerk



MEMORANDUM
Office of the City Attorney

Date: September 10, 2015
To: Mayor and Members of City Council
Cc: Bryan Montgomery, City Manager; Derek P. Cole, City Attorney
From: William R. Galstan, Special Counsel *William R. Galstan*
Subject: Closed Session Report-Out Memo

FOR CONSIDERATION AT THE CITY COUNCIL MEETING OF SEPTEMBER 22, 2015

Background and Analysis

The City Council held a closed session at its meeting of September 8, 2015 pursuant to California Government Code Sec. 54957 for purposes of discussing the performance evaluation of the City Manager. No action was taken. Direction was provided to staff.

Fiscal Impact

None.

Recommendation

Receive and file this report.

Attachments

None.



STAFF REPORT

Approved and Forwarded to City Council:


 Bryan H. Montgomery, City Manager

Date: Tuesday, September 22, 2015
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, P.E. Public Works Director/ City Engineer

SUBJECT: Award of Construction Contract to McFadden Construction Inc., for the FY 2015/16 Storm Drain Improvement Project – CIP 171

Background and Analysis

The City's adopted FY 2015/16 Capital Improvement Program (CIP) Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life for our residents.

Capital Improvement Project No. 171 will install storm drain inlets and a pipe system on West Bolton Road, to address a chronic flooding problem that the residents of West Bolton Road and the students who walk to Gehringer Elementary School face in the rainy season.

This storm drain project is part of the annual capital projects that have been implemented over the past two (2) years to address flooding problems in the community. The recent storm drain improvements have addressed flooding issues on Main Street and Raye Avenue.

McFadden Construction, Inc. was the lowest bidder for the project at a cost of \$49,490.50.

Fiscal Impact

The current FY 2015/16 budget for this project is \$100,000 in the Storm Water Fund as shown below:

Fund	Amount	Account Number
Storm Water Fund	\$ 49,490.50	145-75-171-0001
Total Recommended	\$ 49,490.50	

Staff Recommendation

On September 3, 2015, seven (7) bids were received for this project. Staff reviewed the bids and determined that McFadden Construction, Inc. was the lowest responsible entity.

Staff recommends that the City Council adopt the resolution approving the construction agreement with McFadden Construction Inc., for an amount not to exceed \$49,490.50, and authorizing the City Manager to execute said agreement.

Due to variables associated with construction projects, the very competitive unit prices, and to address unforeseen circumstances during the course of construction; staff further recommends that the City Council authorize staff to execute future change orders to the construction contract as necessary in an amount not to exceed \$5,000, for work beyond what is defined in the base project bid.

Attachments

- 1) Resolution
- 2) Bid Summary

RESOLUTION NO. __-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING AN AGREEMENT WITH MCFADDEN CONSTRUCTION INC.,
FOR THE FY 2015/16 STORM DRAIN IMPROVEMENT PROJECT – CIP 171**

WHEREAS, City Staff prepared the plans, specifications, and estimates for the Storm Drain improvement project; and

WHEREAS, the plans, specifications and special provisions were publicly advertised for bidding, with the bid period closing at 2:00 P.M. on Thursday, September 3, 2015; and

WHEREAS, seven (7) bids were received prior to the close of the bidding process; and

WHEREAS, McFadden Construction Inc., submitted the lowest responsible bid for a total cost of \$49,490.50 for the work; and

WHEREAS, the FY 15/16 budget included \$100,000 for the project in the Storm Water Fund; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oakley that the Agreement with McFadden Construction Inc., for the FY 2015/16 Storm Drain Improvement Project - CIP 171, for an amount not to exceed \$49,490.50 is approved, and the City Manager is hereby authorized to execute said Agreement and change orders in an amount not to exceed \$5,000 as necessary.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 22nd of September, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Doug Hardcastle, Mayor

ATTEST:

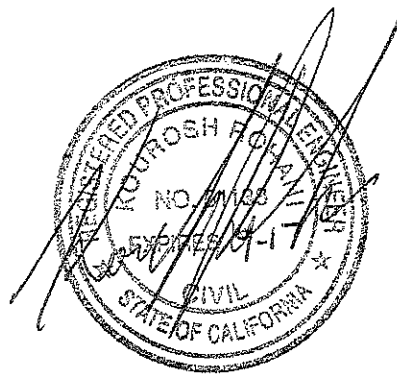
Libby Vreonis, City Clerk

Date

City of Oakley Public Works Department
 West Bolton Road Storm Drain Improvement Project, CIP # 171
 Certified Bid Tabulation Bid opening: September 3, 2015 at 2:00 P.M. at Civic Center

Item No.	Description	Quantity	Unit	Engineers Estimate		McFadden Construction Inc. 7207 Murray Drive Stockton, CA 95210		Wayne E. Swisher Cement Contractor 2620 East 18th Street Antioch, CA 94509		R & R Pacific Construction 1000 Railroad Avenue Winters, CA 95694		Pacific Underground Services 3881 Martha Drive Martinez, CA 94553		JW Basckhoe & Construction Inc. P.O. Box 722 Knightsen, CA 94548		Graneman Inc. 2000 Norris Road Walnut Creek, CA 94596		RTC Construction Management Inc. 731 E. Yosemite Avenue Suite B127 Merced, CA 95340	
				Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
1	Mobilization	1	LS	5,000.00	5,000.00	10,000.00	10,000.00	2,000.00	2,000.00	5,000.00	5,000.00	2,500.00	2,500.00	2,000.00	2,000.00	5,000.00	5,000.00	3,892.00	3,892.00
2	Remove Trees	2	EA	2,000.00	4,000.00	2,100.00	4,200.00	1,000.00	2,000.00	2,500.00	5,000.00	3,000.00	6,000.00	2,500.00	5,000.00	1,400.00	2,800.00	2,257.00	4,514.00
3	Remove Tree Stump	1	EA	1,000.00	1,000.00	250.00	250.00	2,500.00	2,500.00	1,500.00	1,500.00	1,250.00	1,250.00	750.00	750.00	700.00	700.00	1,869.00	1,869.00
4	Remove Stockpile of Bushes	1	LS	2,000.00	2,000.00	600.00	600.00	2,300.00	2,300.00	800.00	800.00	1,000.00	1,000.00	2,000.00	2,000.00	1,200.00	1,200.00	1,332.00	1,332.00
5	Remove & Replace Fence	30	LF	100.00	3,000.00	50.00	1,500.00	160.00	4,800.00	2,000.00	60,000.00	24.00	720.00	100.00	3,000.00	80.00	2,400.00	85.00	2,550.00
6	Remove Drainage Inlet	1	EA	1,500.00	1,500.00	1,500.00	1,500.00	2,500.00	2,500.00	3,500.00	3,500.00	2,500.00	2,500.00	1,750.00	1,750.00	1,000.00	1,000.00	4,858.00	4,858.00
7	12" HDPE Pipe	290	LF	100.00	29,000.00	48.45	14,340.50	80.00	17,400.00	55.00	16,050.00	55.00	15,950.00	115.00	33,350.00	120.00	34,800.00	64.00	24,260.00
8	Storm Drain Catch Basin with Aeron	3	EA	5,000.00	15,000.00	3,600.00	10,800.00	3,500.00	10,500.00	3,500.00	10,500.00	5,500.00	16,500.00	5,800.00	17,400.00	3,400.00	10,200.00	4,737.00	14,211.00
9	Connect Pipe to Existing Drainage Inlet	1	LS	1,500.00	1,500.00	2,300.00	2,300.00	3,000.00	3,000.00	2,800.00	2,800.00	3,000.00	3,000.00	4,000.00	4,000.00	1,000.00	1,000.00	2,957.00	2,957.00
10	Site Restoration	1	LS	5,000.00	5,000.00	4,000.00	4,000.00	2,500.00	2,500.00	3,500.00	3,500.00	5,000.00	5,000.00	2,000.00	2,000.00	5,300.00	5,300.00	3,132.00	3,132.00
TOTAL					65,500.00		49,499.50		49,700.00		111,450.00		84,420.00		71,250.00		64,400.00		63,975.00

This certifies that all bids were received and opened on September 3, 2015, and that this is a copy of the bid tabulation with bids corrected for errors in addition & multiplication, by:






Agenda Date: 09/22/2015
Agenda Item: 3.4

STAFF REPORT

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Date: Tuesday, September 22, 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 9351 Emerson Ranch Neighborhood 5 (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 567 lot residential subdivision with a 24 acre commercial parcel at the northwest corner of Cypress Road and Sellers Avenue.

The development of the project is being done by phases and will consist of a total of 6 final maps. Final maps for Subdivision 9032 Emerson Ranch Neighborhood 1, Subdivision 9048 Emerson Ranch Neighborhood 2A and Subdivision 9349 Emerson Ranch Neighborhood 3 have all been approved by the City Council by Resolutions 47-15, 49-15 and 69-15 respectively.

The grading plans and improvement plans have been approved for Subdivision 9351 and construction is under way. Subdivision 9351 consists of 96 single family lots and 2 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 5.

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 design 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 \$719,000.00.

None of these improvements have been completed and accepted at this time. The applicant is required to complete the public improvements within twelve months in accordance with the Subdivision Map Act (Government Code §66410) and the Subdivision Improvement Agreement. The City Engineer and City Surveyor have reviewed the tentative map approval documents and the final map, and have found the map to be technically correct, in substantial compliance with the conditionally approved tentative map, and all final map conditions of approval have been met (or are being secured by way of 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 9351 Emerson Ranch Neighborhood 5.

Attachments

- 1) Subdivision Improvement Agreement (SIA)
- 2) Resolution for SIA
- 3) Resolution Approving the Final Map titled Subdivision 9351 Emerson Ranch Neighborhood 5
- 4) Location maps for Neighborhoods 1, 2B, 3 & 5
- 5) Reduction of Subdivision 9351 Emerson Ranch Neighborhood 5 Final Map

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 9351 EMERSON RANCH NEIGHBORHOOD 5**

This agreement is made and entered into this 22nd day of September, 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 sub-divider of Subdivision 9351 Emerson Ranch Neighborhood 5 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 2B Improvement Plan Subdivisions 9350 & 9351 as prepared by Carlson, Barbee & Gibson, Inc. now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

WHEREAS, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 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 DEVELOPER 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.

CITY and DEVELOPER agree to defer approval of the reimbursement agreements required in Conditions of Approval #49 and #50 to a future final map.

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 \$719,000.00. Said amount includes 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.

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)

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 2nd 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.

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 14th 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

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 9351 EMERSON RANCH NEIGHBORHOOD 5 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 9351 Emerson Ranch Neighborhood 5; and

WHEREAS, this agreement will require the developer to complete approximately \$719,000.00 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 9351 Emerson Ranch Neighborhood 5 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 22nd day of September 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 9351 EMERSON RANCH
NEIGHBORHOOD 5**

WHEREAS, Brookfield Emerson Land LLC, a Delaware Limited Liability Company, has satisfied the necessary conditions of approval for Subdivision 9351, 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 9351 Emerson Ranch Neighborhood 5", as prepared by Carlson, Barbee & Gibson, Inc. be approved.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 22nd day of September 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

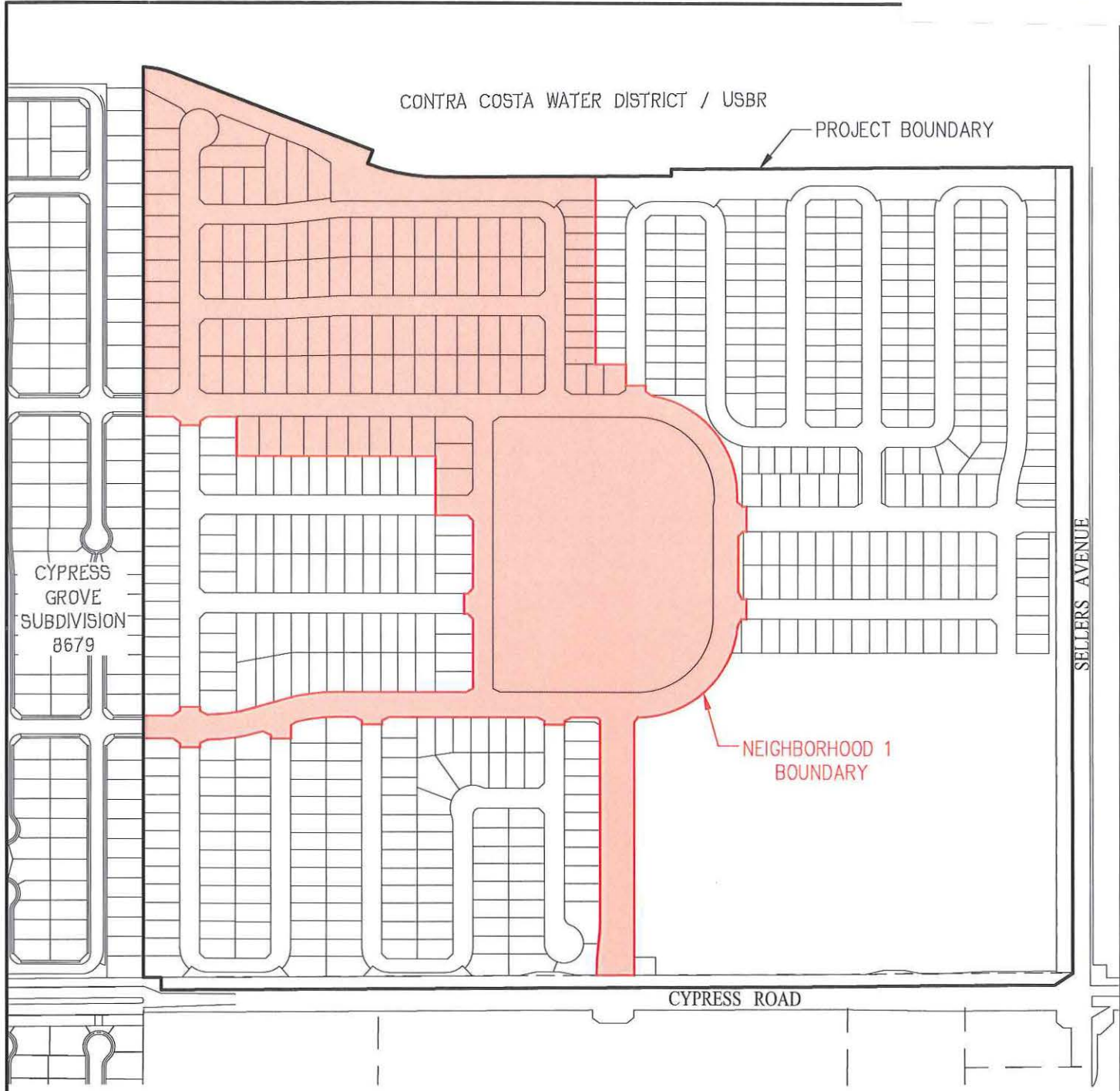
APPROVED:

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

CONTRA COSTA WATER DISTRICT / USBR

PROJECT BOUNDARY

CYPRESS GROVE SUBDIVISION 8679

SELLERS AVENUE

NEIGHBORHOOD 2B BOUNDARY

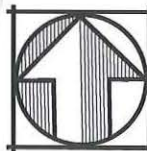
CYPRESS ROAD

EMERSON RANCH NEIGHBORHOOD 2B SUBDIVISION 9348

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

DATE: APRIL 15, 2015

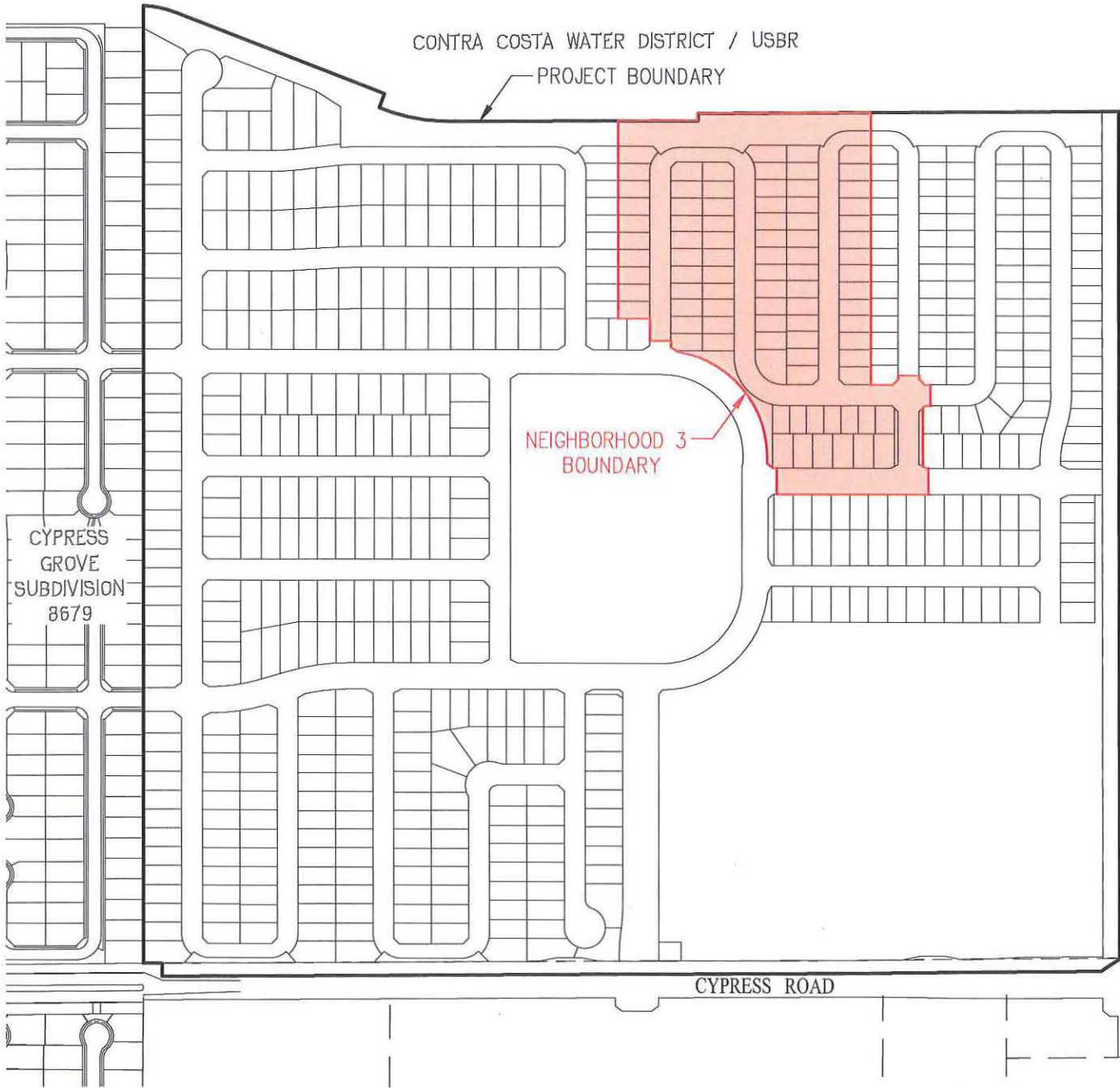
SCALE: 1" = 400'



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

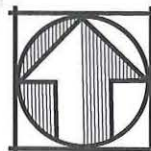


EMERSON RANCH
NEIGHBORHOOD 3
 SUBDIVISION 9349

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

DATE: MAY 14, 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



EMERSON RANCH
NEIGHBORHOOD 5
 SUBDIVISION 9351

CITY OF OAKLEY CONTRA COSTA COUNTY CALIFORNIA

DATE: SEPTEMBER 11, 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

USA 718 OR 280

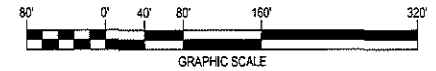
**SUBDIVISION NO. 9351
EMERSON RANCH
NEIGHBORHOOD 5**

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF PARCEL F OF SUBDIVISION 9032,
RECORDED IN BOOK 523 OF MAPS, AT PAGE 44,
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' SEPTEMBER 2015

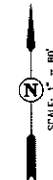


BASIS OF BEARINGS:

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
- TOTAL
- LOT LINE
- MONUMENT TO MONUMENT
- MONUMENT TO BOUNDARY
- FOUND STANDARD STREET MONUMENT, AS NOTED
- STANDARD STREET MONUMENT TO BE SET PER (1), (2) & (3), LS 7960
- SET STANDARD STREET MONUMENT, LS 7960
- REFERENCE NUMBER
- PUE
- PUBLIC UTILITY EASEMENT
- SHEET LIMITS
- SHEET NUMBER



PARCEL H
SUBDIVISION 9032
523 M 44

PARCEL A
SUBDIVISION 9349
524 M 15

PARCEL A

PARCEL B

567 566 565 564 563 562 561 560 559 558 557 556 555 554

SUBDIVISION 9350
(3)



STAFF REPORT

Date: September 14, 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;
Libby Vreonis, City Clerk
Subject: Grand Jury Inquiry Regarding Brown Act Training

FOR CONSIDERATION AT THE CITY COUNCIL MEETING ON SEPTEMBER 22, 2015

Summary and Recommendation

Receive and file this report.

Fiscal Impact

None.

Background and Analysis

The Contra Costa County Grand Jury has recently sent out inquiries to all the Contra Costa cities regarding compliance with the Ralph M. Brown Act. Specifically, the Grand Jury has asked for information from each city about the mandatory Councilmember training, how agendas are posted, whether audio tapes of meetings are available to the public, etc. Attached is a letter which this office has sent to the Grand Jury in response to its inquiry. It was felt important for Councilmembers and the public to know how Oakley has responded to these questions, thus this matter was placed on your Consent Calendar with a recommendation to receive and file.

Attachment

Letter to Grand Jury.



3231 Main Street
Oakley, CA 94561
925 625 7000 tel
925 625 9859 fax
www.ci.oakley.ca.us

September 14, 2015

Office of the City Attorney
3231 Main Street
Oakley, CA 94561
cityattorney@ci.oakley.ca.us

MAYOR

Doug Hardcastle

VICE MAYOR

Kevin Romick

COUNCILMEMBERS

Randy Pope
Sue Higgins
Vanessa Perry

Michael Simmons
Grand Jury Foreman
Contra Costa Grand Jury
P.O. Box 431
Martinez, CA 94553-0091

Re: Brown Act Information Request

Dear Mr. Simmons:

This responds to your August 18 request for information. The City of Oakley provides the following information.

Councilmembers completed their AB1234 training, which includes a Brown Act component, as follows:

Hardcastle, Doug	5/13/2015
Higgins, Sue	1/16/2015
Perry, Vanessa	1/16/2015
Pope, Randy	1/30/2015
Romick, Kevin	7/29/2014

These trainings were provided by the FPPC. Additionally, Councilmembers are encouraged to attend "new member" training sessions conducted by the League of California Cities, and most new members take advantage of such training, which includes Brown Act requirements. Finally, the city attorney's office provides a written summary of the Brown Act requirements to each newly-elected or appointed Council member.

- The city manager, Bryan Montgomery, is responsible for monitoring completion of required training.
- The city clerk, Libby Vreonis, is responsible for posting of the meeting agendas;
- Derek Cole, City Attorney, and/or William Galstan, Special Counsel, are responsible for proper identification of all items on the agenda.
- Agendas are posted for public viewing at the following locations: City Hall, Delta Vista Middle School, the public library located at Freedom High School; agendas are also posted on the City's website and are sent via "Constant

Contacts” to persons who have requested copies of the agendas. Agendas are posted 72 hours in advance of meetings.

- Video recordings of the meetings are available on the City’s website. They are accessed through the following link:
<http://www.ci.oakley.ca.us/subpage.cfm?id=552244>.
- Oakley implemented video recordings of its meetings in March of 2012. All recordings since that date are available on the website.

As the Grand Jury’s letter was in the nature of a request for information rather than making a recommendation, this response has not been approved in advance by the Oakley City Council, however, this letter will be posted on its next available agenda for “receive and file” action.

Very truly yours,



WILLIAM R. GALSTAN
Special Counsel

Cc: Bryan H. Montgomery, City Manager; Derek P. Cole, City Attorney;
Libby Vreonis, City Clerk



Agenda Date: 09/22/2015
Agenda Item: 3.6

STAFF REPORT

Date: September 14, 2015
To: Mayor and Members of City Council
From: William R. Galstan, Special Counsel *William R. Galstan*
Cc: Bryan H. Montgomery
Subject: Rose Hall Claim

FOR CONSIDERATION AT THE CITY COUNCIL MEETING ON SEPTEMBER 22, 2015

Summary and Recommendation

Deny the claim.

Fiscal Impact

None.

Background and Analysis

This office has given the City Council a confidential briefing on this claim. Staff has concluded that the City has no liability regarding this matter.

Attachments

None.



STAFF REPORT

Approved and forwarded to City Council


Bryan H. Montgomery, City Manager

Date: September 22, 2015
To: Bryan H. Montgomery, City Manager
From: Kenneth W. Strelo, Senior Planner
Subject: **Burger King Re-Façade (DR 09-15)**

Summary

This is a request by Nasser Aliabadi of Shahs of Shiraz, Inc. ("Applicant") for Design Review approval of an exterior remodel of the existing Burger King restaurant located in the Oakley Town Center shopping center. Plans also include new building signage. The re-façade is in compliance with a rebranding for the Burger King Corporation. The project is located at 2025 Main Street and zoned "C" (General Commercial) District. APN 035-011-020.

Staff recommends the City Council adopt the resolution approving Design Review for Burger King Re-Façade (DR 09-15), as conditioned.

Project Description

The applicant is proposing to modify the existing Burger King restaurant located in the Oakley Town Center, which is at the southeast corner of Main Street and Empire Avenue. Modifications will be consistent with a rebranding for Burger King, and include the addition of architectural entries, a new roofline, new materials and textures, and repainting from white with blue trim to a base tan (Camel Tan) with grey (Monterey Cliffs) accents, such as the base of the building and roof elements, and dark grey (Deep Onyx) entries and window surrounds. Also, a portion of the roof trim will be in red LED light trim to match the red color of the Burger King logo. Other elements of the modification include new signage and a roof canopy. Proposed building signage includes the Burger King logo on the entry architectural elements on all four elevations, and the slogans "Home of the Whopper" and "Taste is King" on the south elevation, which is the main entrance facing the shopping center parking lot. Main materials of the re-façade will consist of stucco, brick, cement siding panels, corrugated metal, and standing seam metal. The brick portion will make up approximately 1/4 of the main entrance. The standing seam metal roof will overhang about half of the frontage of the north elevation that faces Main Street. A color rendering of the south elevation (main entrance) is provided in Attachment 2.

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 re-facade results in minor alterations 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 proposed exterior colors and materials meet the intent of the guidelines. The addition of materials and colors will provide architectural quality and interest not in the present building design. The new signage will add a consistent theme to all four elevations, while also bringing the design more up to date by adding the slogans and LED light strip.

Findings

Draft findings are included in the attached resolution.

Recommendation

Staff recommends the City Council adopt the resolution approving Design Review for Burger King Re-Facade (DR 09-15), as conditioned.

Attachments

1. Vicinity Map
2. Applicant's Plans
3. Draft Resolution

Vicinity Map

Burger King Re-Façade (DR 09-15)





BURGER KING- 2505 MAIN STREET

PROJECT DATA & SUMMARY

CRITERIA:

1. **SCOPE OF WORK:**
THIS PROJECT CONSISTS OF AN EXTERIOR FACADE REMODEL OF AN EXISTING BURGER KING RESTAURANT. BECAUSE OF CONSTRUCTION LIMITATIONS, ALL CONSTRUCTION SHALL BE OF WOOD OR METAL STUDS AND DRYWALL AND VARIOUS FINISHES. SCOPE OF WORK SHALL INCLUDE ROUGH FRAMING, ELECTRICAL, MECHANICAL, PLUMBING AS REQUIRED WILL BE CONDUCTED AS DESIGN-BUILD AND FINISHES AS REQUIRED TO COMPLETE THE REMODEL. THIS PROJECT IS SUBJECT TO THE REQUIREMENTS OF 2013 CBC. THE SHELL BUILDING IS COMPLIANT WITH CBC CHAPTER 11B AND ALL NEW CONSTRUCTION WILL BE DONE IN COMPLIANCE WITH CBC CHAPTER 11B.

2. **CONSTRUCTION TYPE:**
TYPE VB - (NON-RATED)

4. **FIRE SPRINKLERS:**
NONE

5. **OCCUPANCY GROUP:**
A-2 (RESTAURANT)

6. **BLDG. SQUARE FOOTAGE SUMMARY:**

BUILDING DATA:
OCCUPIED TENANT SPACE: 2,822 SQ.FT.

ALLOWABLE BUILDING AREA: (TABLE 503)
A-2: 1 FLOOR ALLOWED AND MAX 6,000 SF
2,822 SF - LESS THAN - 6,000 SF OKAY

7. **BLDG. OCCUPANT LOAD:** (TABLE 1004.1.1)
KITCHEN AREA: 200 GROSS S.F. PER OCC.
KITCHEN AREA PROVIDED: 1,228 S.F. / 200 GROSS
KITCHEN OCCUPANT LOAD: 6

SERVING AREA: 15 GROSS S.F. PER OCC.
SERVING AREA PROVIDED: 1,342 S.F. / 15 GROSS
SERVING OCCUPANT LOAD: 89

TOTAL OCCUPANT LOAD: 95

8. **REQUIRED PARKING:** SEE REFERENCE SITE PLAN

PROJECT DIRECTORY

OWNER
AMIR SAHEBALZAMANY
NOR CAL FAST FOODS, INC.
1701 FILMORE STREET
SAN FRANCISCO, CA 94115
PHONE: (925) 989-1195
EMAIL: AMIRSAHEB@GMAIL.COM

CONTRACTOR
T.B.D.

ARCHITECT
SCOTT GIBSON ARCHITECT INC.
2540 ZANELLA WAY, SUITE 60
CHICO, CA 95928
PHONE: 530-343-7567
FAX: 530-343-7447
CONTACT: SCOTT GIBSON
scott@gsgarchitect.net

SHEET INDEX

- DR-1 TITLE SHEET
- DR-2 EXISTING + DEMOLITION EXTERIOR ELEVATIONS
- DR-3 PROPOSED EXTERIOR ELEVATIONS - COLORED
- DR-3J PROPOSED EXTERIOR ELEVATIONS - COLORED
- DR-4 REFERENCE FLOOR PLAN
- DR-5 REFERENCE ROOF PLAN
- DR-6 PROPOSED SITE PLAN

VICINITY MAP



ARCHITECT

SCOTT GIBSON ARCHITECT, INC.
2540 ZANELLA WAY, SUITE 60
CHICO, CA 95928
P: 530 / 343-7567
F: 530 / 343-7447



REVISIONS

NO.	DATE	DESCRIPTION



BURGER KING
TENANT
REMODEL
2505 MAIN STREET
OAKLEY, CA 94661

TITLE SHEET

PLANNING APPROVAL

PROJECT DATA

PROJECT ADDRESS:
2505 MAIN STREET
OAKLEY, CA. 94561

JURISDICTION:
CITY OF OAKLEY, CALIFORNIA

DESCRIPTION:
APN:
ZONING:

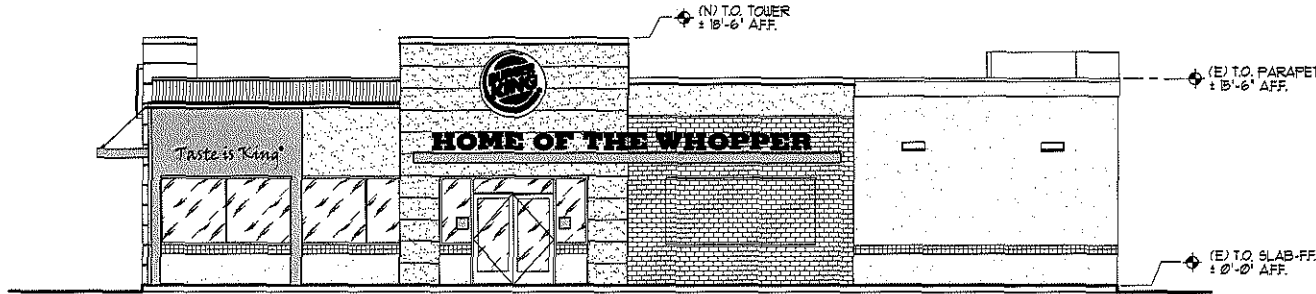
REVISIONS

△	DATE	DESCRIPTION	SHEETS REVISED

DATE: 07/23/2015
JOB NO. 15.010

DR-1

PROPOSED SOUTH ELEVATION



Friday, July 24, 2015 12:25:57 PM
 C:\projects\2015\15_010 Burger King Oakley, CA_DWG Drawings\03_Dwgs\Revise Drawings\15_010 DESIGN REVIEW TITLE SHEET.dwg

ALL DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND SHALL BE KEPT IN CONFIDENCE. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON.

SCALE: 3/16" = 1'-0"

DR-2

JOB NO. 15.010
 DATE: 07/23/2015

EXISTING / DEMOLITION
 EXTERIOR
 ELEVATIONS

BURGER KING
 TENANT
 REMODEL
 2505 MAIN STREET
 OAKLEY, CA 94561



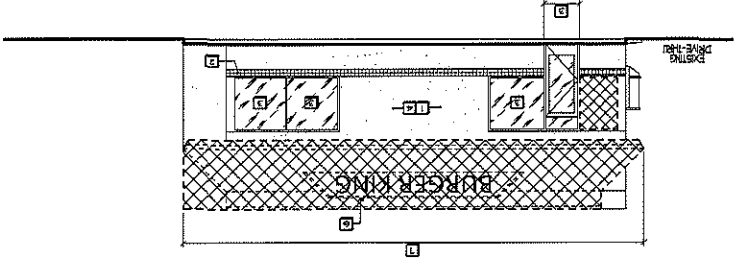
REVISIONS
NO. DATE BY
1 07/23/2015 JLD
2 07/23/2015 JLD
3 07/23/2015 JLD
4 07/23/2015 JLD
5 07/23/2015 JLD
6 07/23/2015 JLD
7 07/23/2015 JLD
8 07/23/2015 JLD
9 07/23/2015 JLD
10 07/23/2015 JLD
11 07/23/2015 JLD
12 07/23/2015 JLD
13 07/23/2015 JLD
14 07/23/2015 JLD
15 07/23/2015 JLD
16 07/23/2015 JLD
17 07/23/2015 JLD
18 07/23/2015 JLD
19 07/23/2015 JLD
20 07/23/2015 JLD



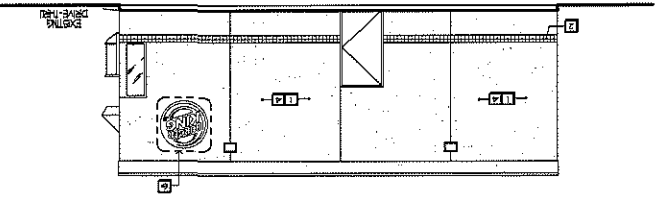
SCOTT BORCHERT, ARCHITECT
 1800 SHAWANNA WAY, SUITE 100
 CHICO, CA 95926
 P: 530 / 342-7447
 F: 530 / 342-7447



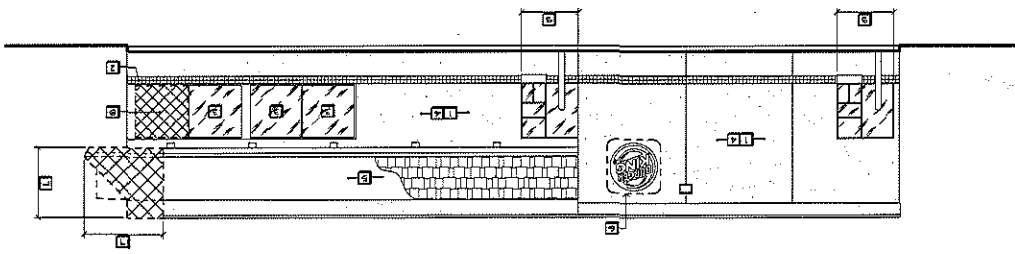
EXISTING / DEMOLITION - EXTERIOR ELEVATIONS
 REAR (WEST) ELEVATION 4



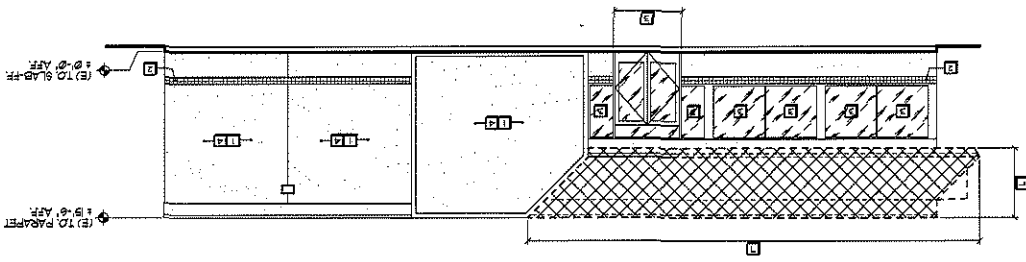
FRONT (EAST) ELEVATION 3



NORTH ELEVATION 2

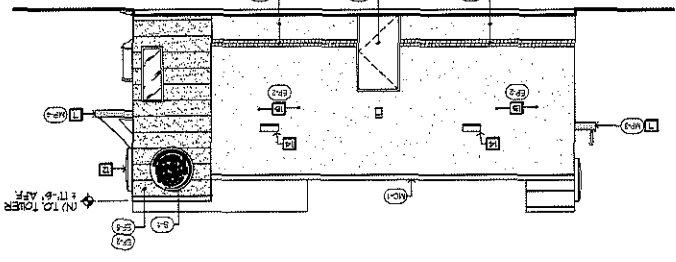


SOUTH ELEVATION 1

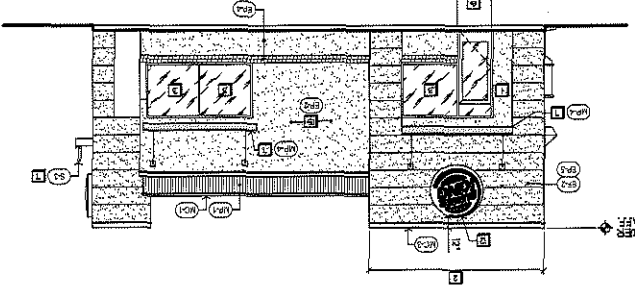


FLOOR PLAN KEYED NOTES

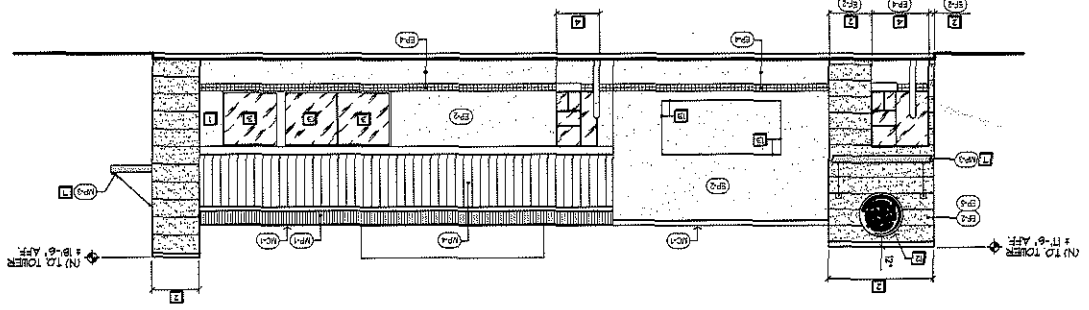
- 1 - EXTERIOR 2x BUILDING WALLS
- 2 - TILE BAND @ 12" FROM BOTTOM FINISH
- 3 - EXTERIOR DOORS, WINDOWS & FINISH
- 4 - TO REMOVE EXISTING TILE BAND
- 5 - TO REMOVE EXISTING TILE BAND
- 6 - TO REMOVE EXISTING TILE BAND
- 7 - TO REMOVE EXISTING TILE BAND
- 8 - TO REMOVE EXISTING TILE BAND
- 9 - TO REMOVE EXISTING TILE BAND
- 10 - TO REMOVE EXISTING TILE BAND
- 11 - TO REMOVE EXISTING TILE BAND
- 12 - TO REMOVE EXISTING TILE BAND
- 13 - TO REMOVE EXISTING TILE BAND
- 14 - TO REMOVE EXISTING TILE BAND
- 15 - TO REMOVE EXISTING TILE BAND
- 16 - TO REMOVE EXISTING TILE BAND
- 17 - TO REMOVE EXISTING TILE BAND
- 18 - TO REMOVE EXISTING TILE BAND
- 19 - TO REMOVE EXISTING TILE BAND
- 20 - TO REMOVE EXISTING TILE BAND



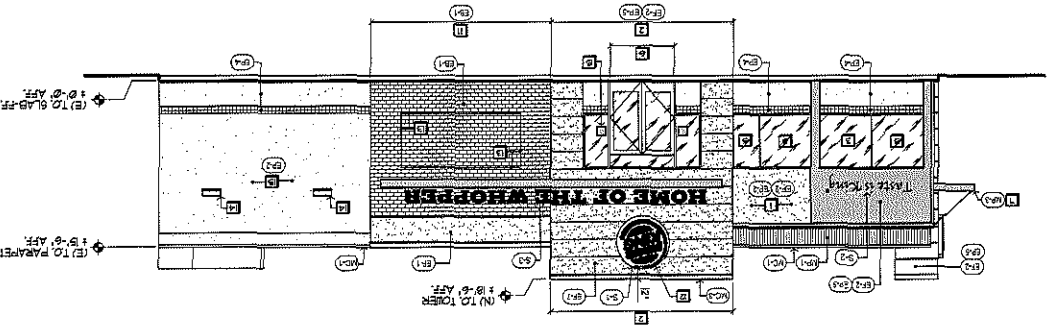
FRONT (EAST) ELEVATION 3



REAR (WEST) ELEVATION 4



NORTH ELEVATION 2



SOUTH ELEVATION 1

CODE	MATERIAL	LOCATION	DESCRIPTION
S-1	CONCRETE BLOCK	GENERAL	CONCRETE BLOCK
S-2	CONCRETE	GENERAL	CONCRETE
S-3	CONCRETE	GENERAL	CONCRETE
S-4	CONCRETE	GENERAL	CONCRETE
S-5	CONCRETE	GENERAL	CONCRETE
S-6	CONCRETE	GENERAL	CONCRETE
S-7	CONCRETE	GENERAL	CONCRETE
S-8	CONCRETE	GENERAL	CONCRETE
S-9	CONCRETE	GENERAL	CONCRETE
S-10	CONCRETE	GENERAL	CONCRETE
S-11	CONCRETE	GENERAL	CONCRETE
S-12	CONCRETE	GENERAL	CONCRETE
S-13	CONCRETE	GENERAL	CONCRETE
S-14	CONCRETE	GENERAL	CONCRETE
S-15	CONCRETE	GENERAL	CONCRETE
S-16	CONCRETE	GENERAL	CONCRETE
S-17	CONCRETE	GENERAL	CONCRETE
S-18	CONCRETE	GENERAL	CONCRETE
S-19	CONCRETE	GENERAL	CONCRETE
S-20	CONCRETE	GENERAL	CONCRETE
S-21	CONCRETE	GENERAL	CONCRETE
S-22	CONCRETE	GENERAL	CONCRETE
S-23	CONCRETE	GENERAL	CONCRETE
S-24	CONCRETE	GENERAL	CONCRETE
S-25	CONCRETE	GENERAL	CONCRETE
S-26	CONCRETE	GENERAL	CONCRETE
S-27	CONCRETE	GENERAL	CONCRETE
S-28	CONCRETE	GENERAL	CONCRETE
S-29	CONCRETE	GENERAL	CONCRETE
S-30	CONCRETE	GENERAL	CONCRETE
S-31	CONCRETE	GENERAL	CONCRETE
S-32	CONCRETE	GENERAL	CONCRETE
S-33	CONCRETE	GENERAL	CONCRETE
S-34	CONCRETE	GENERAL	CONCRETE
S-35	CONCRETE	GENERAL	CONCRETE
S-36	CONCRETE	GENERAL	CONCRETE
S-37	CONCRETE	GENERAL	CONCRETE
S-38	CONCRETE	GENERAL	CONCRETE
S-39	CONCRETE	GENERAL	CONCRETE
S-40	CONCRETE	GENERAL	CONCRETE
S-41	CONCRETE	GENERAL	CONCRETE
S-42	CONCRETE	GENERAL	CONCRETE
S-43	CONCRETE	GENERAL	CONCRETE
S-44	CONCRETE	GENERAL	CONCRETE
S-45	CONCRETE	GENERAL	CONCRETE
S-46	CONCRETE	GENERAL	CONCRETE
S-47	CONCRETE	GENERAL	CONCRETE
S-48	CONCRETE	GENERAL	CONCRETE
S-49	CONCRETE	GENERAL	CONCRETE
S-50	CONCRETE	GENERAL	CONCRETE
S-51	CONCRETE	GENERAL	CONCRETE
S-52	CONCRETE	GENERAL	CONCRETE
S-53	CONCRETE	GENERAL	CONCRETE
S-54	CONCRETE	GENERAL	CONCRETE
S-55	CONCRETE	GENERAL	CONCRETE
S-56	CONCRETE	GENERAL	CONCRETE
S-57	CONCRETE	GENERAL	CONCRETE
S-58	CONCRETE	GENERAL	CONCRETE
S-59	CONCRETE	GENERAL	CONCRETE
S-60	CONCRETE	GENERAL	CONCRETE
S-61	CONCRETE	GENERAL	CONCRETE
S-62	CONCRETE	GENERAL	CONCRETE
S-63	CONCRETE	GENERAL	CONCRETE
S-64	CONCRETE	GENERAL	CONCRETE
S-65	CONCRETE	GENERAL	CONCRETE
S-66	CONCRETE	GENERAL	CONCRETE
S-67	CONCRETE	GENERAL	CONCRETE
S-68	CONCRETE	GENERAL	CONCRETE
S-69	CONCRETE	GENERAL	CONCRETE
S-70	CONCRETE	GENERAL	CONCRETE
S-71	CONCRETE	GENERAL	CONCRETE
S-72	CONCRETE	GENERAL	CONCRETE
S-73	CONCRETE	GENERAL	CONCRETE
S-74	CONCRETE	GENERAL	CONCRETE
S-75	CONCRETE	GENERAL	CONCRETE
S-76	CONCRETE	GENERAL	CONCRETE
S-77	CONCRETE	GENERAL	CONCRETE
S-78	CONCRETE	GENERAL	CONCRETE
S-79	CONCRETE	GENERAL	CONCRETE
S-80	CONCRETE	GENERAL	CONCRETE
S-81	CONCRETE	GENERAL	CONCRETE
S-82	CONCRETE	GENERAL	CONCRETE
S-83	CONCRETE	GENERAL	CONCRETE
S-84	CONCRETE	GENERAL	CONCRETE
S-85	CONCRETE	GENERAL	CONCRETE
S-86	CONCRETE	GENERAL	CONCRETE
S-87	CONCRETE	GENERAL	CONCRETE
S-88	CONCRETE	GENERAL	CONCRETE
S-89	CONCRETE	GENERAL	CONCRETE
S-90	CONCRETE	GENERAL	CONCRETE
S-91	CONCRETE	GENERAL	CONCRETE
S-92	CONCRETE	GENERAL	CONCRETE
S-93	CONCRETE	GENERAL	CONCRETE
S-94	CONCRETE	GENERAL	CONCRETE
S-95	CONCRETE	GENERAL	CONCRETE
S-96	CONCRETE	GENERAL	CONCRETE
S-97	CONCRETE	GENERAL	CONCRETE
S-98	CONCRETE	GENERAL	CONCRETE
S-99	CONCRETE	GENERAL	CONCRETE
S-100	CONCRETE	GENERAL	CONCRETE

Color and Material Finish Schedule

Keyed Notes

1. FINISH SCHEDULES TO BE USED FOR ALL EXTERIOR WALLS.
 2. FINISH SCHEDULES TO BE USED FOR ALL INTERIOR WALLS.
 3. FINISH SCHEDULES TO BE USED FOR ALL FLOORS.
 4. FINISH SCHEDULES TO BE USED FOR ALL CEILING.
 5. FINISH SCHEDULES TO BE USED FOR ALL ROOFING.
 6. FINISH SCHEDULES TO BE USED FOR ALL PAINTS.
 7. FINISH SCHEDULES TO BE USED FOR ALL GLAZING.
 8. FINISH SCHEDULES TO BE USED FOR ALL METALS.
 9. FINISH SCHEDULES TO BE USED FOR ALL WOODS.
 10. FINISH SCHEDULES TO BE USED FOR ALL STONES.
 11. FINISH SCHEDULES TO BE USED FOR ALL TERRAZZO.
 12. FINISH SCHEDULES TO BE USED FOR ALL CERAMICS.
 13. FINISH SCHEDULES TO BE USED FOR ALL FABRICS.
 14. FINISH SCHEDULES TO BE USED FOR ALL LEATHERS.
 15. FINISH SCHEDULES TO BE USED FOR ALL OTHERS.

REVISION NO.	DATE	DESCRIPTION
1	07/23/2015	ISSUED FOR PERMITTING
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROPOSED EXTERIOR ELEVATIONS

SCALE: 3/16" = 1'-0"

DR-3

JOB NO. 15-010

DATE: 07/23/2015

PROPOSED EXTERIOR ELEVATIONS

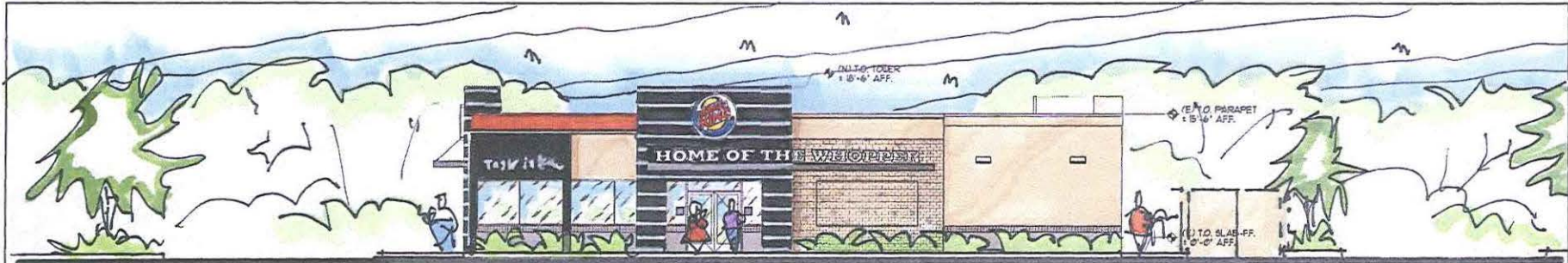
BURGER KING
 RESTAURANT
 REMODEL
 2805 MAIN STREET
 OAKLEY, CA 94661



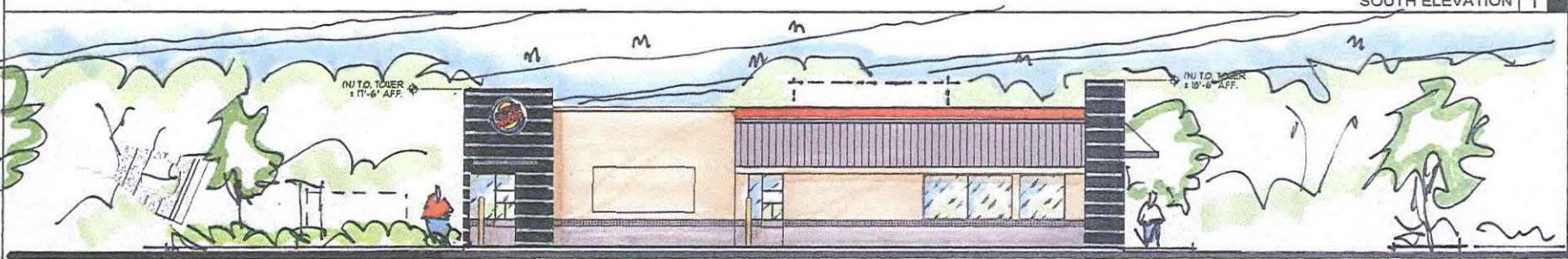
NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



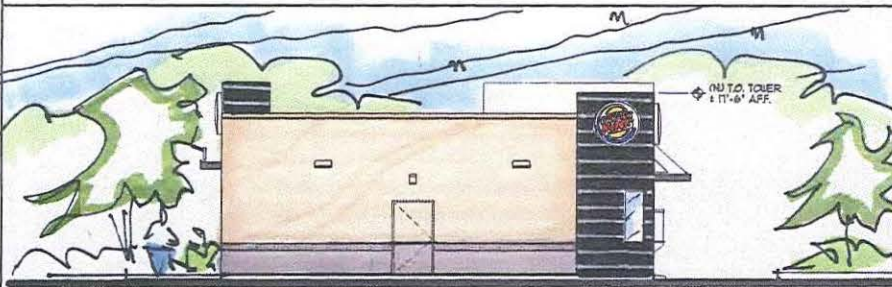
SCOTT GIBSON ARCHITECT INC.
 2805 MAIN STREET
 CHICAGO, CA 94661
 P: 925.944.2257
 F: 925.944.2244



SOUTH ELEVATION | 1



NORTH ELEVATION | 2



FRONT (EAST) ELEVATION | 3



REAR (WEST) ELEVATION | 4
PROPOSED EXTERIOR ELEVATIONS

SCALE: 3/16" = 1'-0"

SCA



ARCHITECT

SCOTT GESON ARCHITECT, INC.
250 ZAVELLA WAY, SUITE 800
CHICO, CA 95926
P: 530 / 343-7557
F: 530 / 343-7447



REVISIONS

NO.	DATE	DESCRIPTION



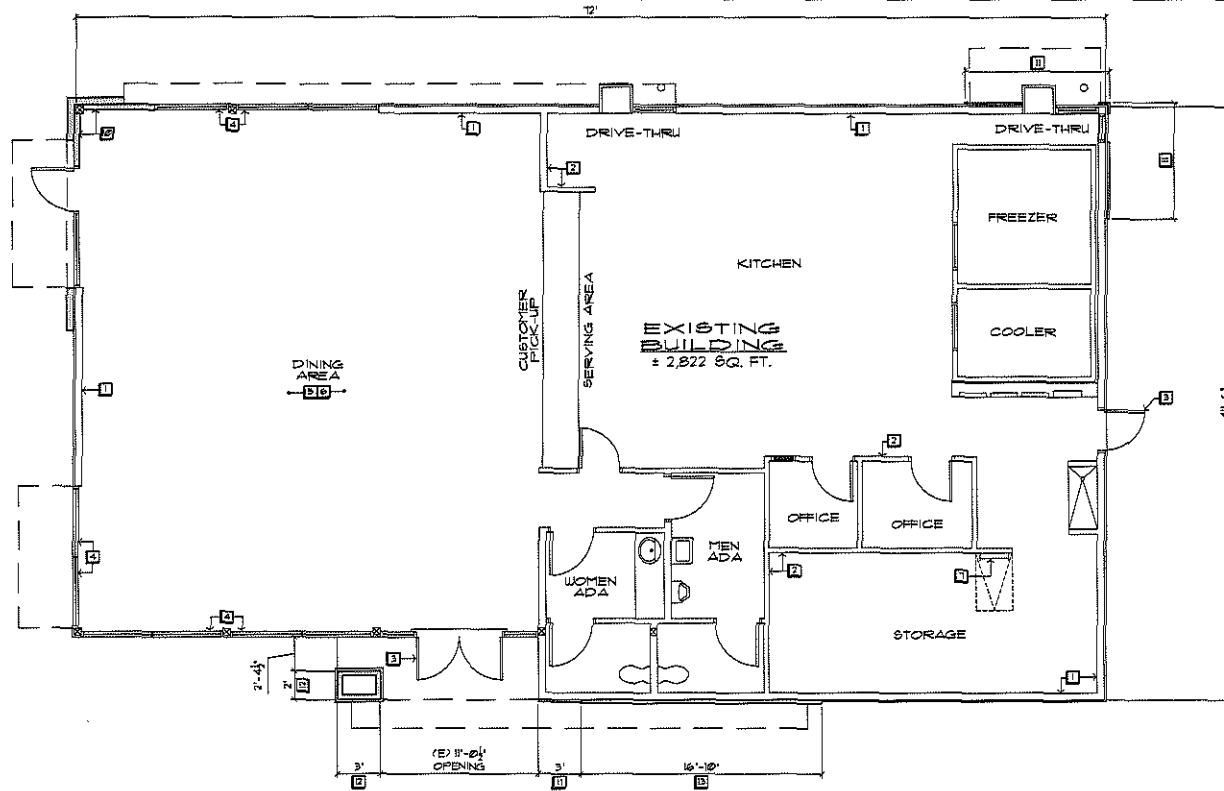
BURGER KING
TENANT
REMODEL
2505 MAIN STREET
OAKLEY, CA 94561

PROPOSED COLORED
EXTERIOR
ELEVATIONS

DATE: 07/23/2015

JOB NO. 15.010

DR-3.1



SCALE: 1/4" = 1'-0"

PROPOSED - FLOOR PLAN

FLOOR PLAN KEYED NOTES

- 1 (E) INTERIOR 2X BUILDING WALLS TO REMAIN UNCHANGED PER PLAN TYPICAL
- 2 (E) INTERIOR 2X BUILDING WALLS TO REMAIN UNCHANGED PER PLAN TYPICAL
- 3 (E) DOORS AND FRAME TO REMAIN UNCHANGED PER PLAN TYPICAL
- 4 (E) ATTACHMENT WINDOW SYSTEMS TO REMAIN UNCHANGED PER PLAN TYPICAL
- 5 (E) BUILDING FLOOR FINISH / SLAB TO REMAIN UNCHANGED PER PLAN TYPICAL
- 6 (E) SUSPENDED CEILING / OUTRIGM CEILING TO REMAIN UNCHANGED PER PLAN TYPICAL
- 7 (E) ROOF ACCESS LADDER TO REMAIN UNCHANGED, REFER TO ROOF PLAN TYP.
- 8 (N) 2X EXTERIOR FRAMED POP OUT FEATURE - ATTACH TO FRAME FOR STEEL FRAMES LATH PLAT, GYPSUM PLASTER FINSH TYP.
- 9 (N) 2X INWELL AT EXTERIOR WINDOWS - EXTERIOR SIDE OF INWELL WALL TO HAVE GYPSUM PLASTER FINSH AT EXPOSED AREA, TYP.
- 10 (N) GYPSUM PLASTER WITH METAL REVEALS COVER (E) CEH PLASTER SYSTEM
- 11 (N) GYPSUM PLASTER OVER EXTERIOR BRICK CANOPY / POP OUT FEATURES - ATTACH TO FRAME FOR OUT FOR STEEL OR CONCRETE PLASTER WITH REVEALS OVER IN FRAMES, TYP.
- 12 (N) BRICK VENEER COVER (E) GYPSUM PLASTER - ATTACH TO BRICK VENEER OVER GYPSUM PLASTER AS NOTED BY MANUFACTURER.

LEGEND

	EXISTING DOOR OPENING 1/2" PROJECT HANDLES TO EXTERIOR REPLACEMENT OF DOOR FRAME AND HARDWARE
	EXISTING DOOR AND FRAME NOT IN CONTACT, PER PLAN
	PROPOSED DOOR OPENING DOOR & FRAME SUPPLIED BY GC.
	DEMOLITION
	DEMOLITION 2X WALLS
	EXISTING
	EXISTING 2X WALLS
	EXISTING EXTERIOR WALL
	PROPOSED
	PROPOSED 2X WALLS HEIGHT 7'-0" AFF. GYPSUM BOARD FINSH TYP. AT ACCESSIBLE DRIPPING ROOMS
	PROPOSED 2X WALLS GYPSUM BOARD FINSH MIN. 6" ABOVE FINSH CEILING
	PROPOSED 2X WALL EXTEND WALL CONSTRUCTION TO UNDERSIDE OF DECK. SEE CONSTRUCTION PLAN FOR WALL TYP.
	PROPOSED EXTERIOR CONCRETE WALL

SCGA ARCHITECT
SCOTT GIBSON ARCHITECT, INC.
2840 DANIELLA WAY, SUITE #50
CHICAGO, IL 60638
P: 630 / 343-7367
F: 630 / 343-7447



REVISIONS

NO.	REVISION	DATE



BURGER KING
TENANT
REMODEL
2505 MAIN STREET
OAKLEY, CA 94561

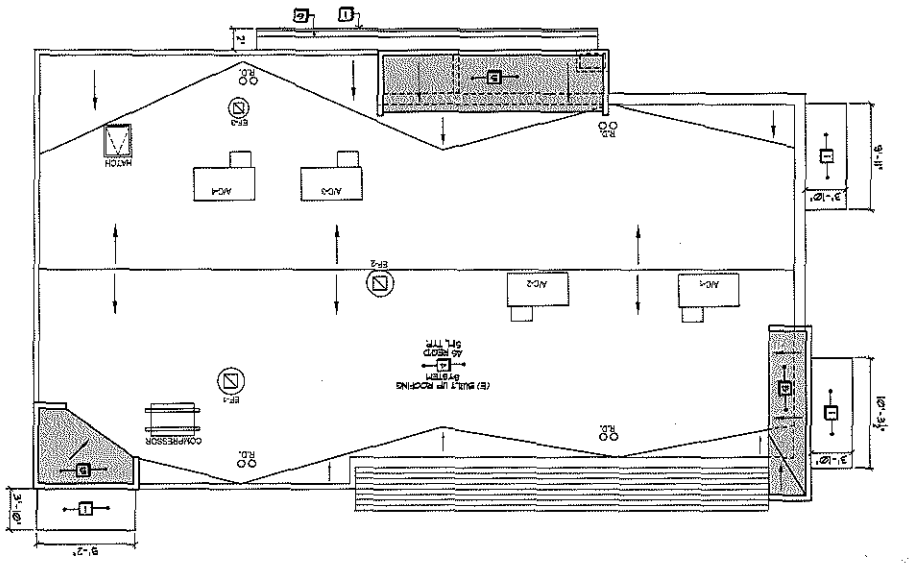
PROPOSED
FLOOR PLAN

DATE: 07/23/2015
JOB NO. 15.010

DR-4

Friday, July 24, 2015 12:20:31 PM
C:\Project\15.010\Burger King\Output\CA_002_Drawing\002_Design Review\Drawings\15_010_DESIGN REVIEW PL_AU.dwg

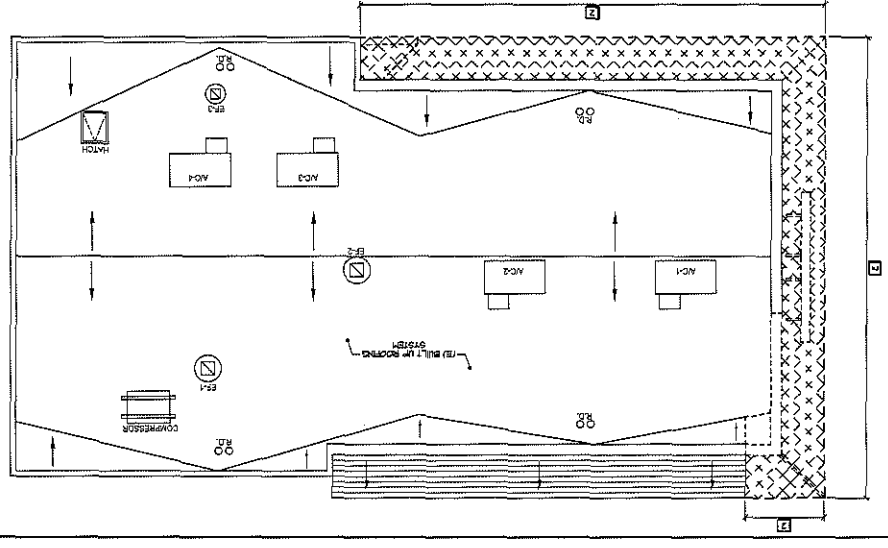
ALL DRAWINGS & WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT & THE SAME MAY NOT BE COPIED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. COPYRIGHT © SCOTT GIBSON ARCHITECT, INC. ALL RIGHTS RESERVED.



PROPOSED - ROOF PLAN



ALL DRAWINGS & NOTATIONS SHALL BE SUBJECT TO THE DESIGNER'S REVISIONS. THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND NOTATIONS. THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND NOTATIONS.



EXISTING / DEMOLITION - ROOF PLAN



SCALE: 3/8" = 1'-0"

- ROOF KEYED NOTES**
- 1 - METAL CLADDING - BY OTHERS N.I.C.
 - 2 - METAL CLADDING - BY OTHERS N.I.C.
 - 3 - METAL CLADDING - BY OTHERS N.I.C.
 - 4 - METAL CLADDING - BY OTHERS N.I.C.
 - 5 - METAL CLADDING - BY OTHERS N.I.C.
 - 6 - METAL CLADDING - BY OTHERS N.I.C.
 - 7 - METAL CLADDING - BY OTHERS N.I.C.
 - 8 - METAL CLADDING - BY OTHERS N.I.C.
 - 9 - METAL CLADDING - BY OTHERS N.I.C.
 - 10 - METAL CLADDING - BY OTHERS N.I.C.
 - 11 - METAL CLADDING - BY OTHERS N.I.C.
 - 12 - METAL CLADDING - BY OTHERS N.I.C.
 - 13 - METAL CLADDING - BY OTHERS N.I.C.
 - 14 - METAL CLADDING - BY OTHERS N.I.C.
 - 15 - METAL CLADDING - BY OTHERS N.I.C.
 - 16 - METAL CLADDING - BY OTHERS N.I.C.
 - 17 - METAL CLADDING - BY OTHERS N.I.C.
 - 18 - METAL CLADDING - BY OTHERS N.I.C.
 - 19 - METAL CLADDING - BY OTHERS N.I.C.
 - 20 - METAL CLADDING - BY OTHERS N.I.C.
 - 21 - METAL CLADDING - BY OTHERS N.I.C.
 - 22 - METAL CLADDING - BY OTHERS N.I.C.
 - 23 - METAL CLADDING - BY OTHERS N.I.C.
 - 24 - METAL CLADDING - BY OTHERS N.I.C.
 - 25 - METAL CLADDING - BY OTHERS N.I.C.
 - 26 - METAL CLADDING - BY OTHERS N.I.C.
 - 27 - METAL CLADDING - BY OTHERS N.I.C.
 - 28 - METAL CLADDING - BY OTHERS N.I.C.
 - 29 - METAL CLADDING - BY OTHERS N.I.C.
 - 30 - METAL CLADDING - BY OTHERS N.I.C.
 - 31 - METAL CLADDING - BY OTHERS N.I.C.
 - 32 - METAL CLADDING - BY OTHERS N.I.C.
 - 33 - METAL CLADDING - BY OTHERS N.I.C.
 - 34 - METAL CLADDING - BY OTHERS N.I.C.
 - 35 - METAL CLADDING - BY OTHERS N.I.C.
 - 36 - METAL CLADDING - BY OTHERS N.I.C.
 - 37 - METAL CLADDING - BY OTHERS N.I.C.
 - 38 - METAL CLADDING - BY OTHERS N.I.C.
 - 39 - METAL CLADDING - BY OTHERS N.I.C.
 - 40 - METAL CLADDING - BY OTHERS N.I.C.
 - 41 - METAL CLADDING - BY OTHERS N.I.C.
 - 42 - METAL CLADDING - BY OTHERS N.I.C.
 - 43 - METAL CLADDING - BY OTHERS N.I.C.
 - 44 - METAL CLADDING - BY OTHERS N.I.C.
 - 45 - METAL CLADDING - BY OTHERS N.I.C.
 - 46 - METAL CLADDING - BY OTHERS N.I.C.
 - 47 - METAL CLADDING - BY OTHERS N.I.C.
 - 48 - METAL CLADDING - BY OTHERS N.I.C.
 - 49 - METAL CLADDING - BY OTHERS N.I.C.
 - 50 - METAL CLADDING - BY OTHERS N.I.C.

SCOTT GIBSON ARCHITECT, INC.

12005 MAIN STREET
OAKLEY, CA 94561

TEL: 925-763-4447
FAX: 925-763-4447

SCOTT GIBSON ARCHITECT, INC.
12005 MAIN STREET
OAKLEY, CA 94561
TEL: 925-763-4447
FAX: 925-763-4447

ARCHITECT

SCA

NO.	DATE	DESCRIPTION
1	07/23/2015	ISSUED FOR PERMITS
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

BURGER KING

TENANT
REMODEL
12005 MAIN STREET
OAKLEY, CA 94561

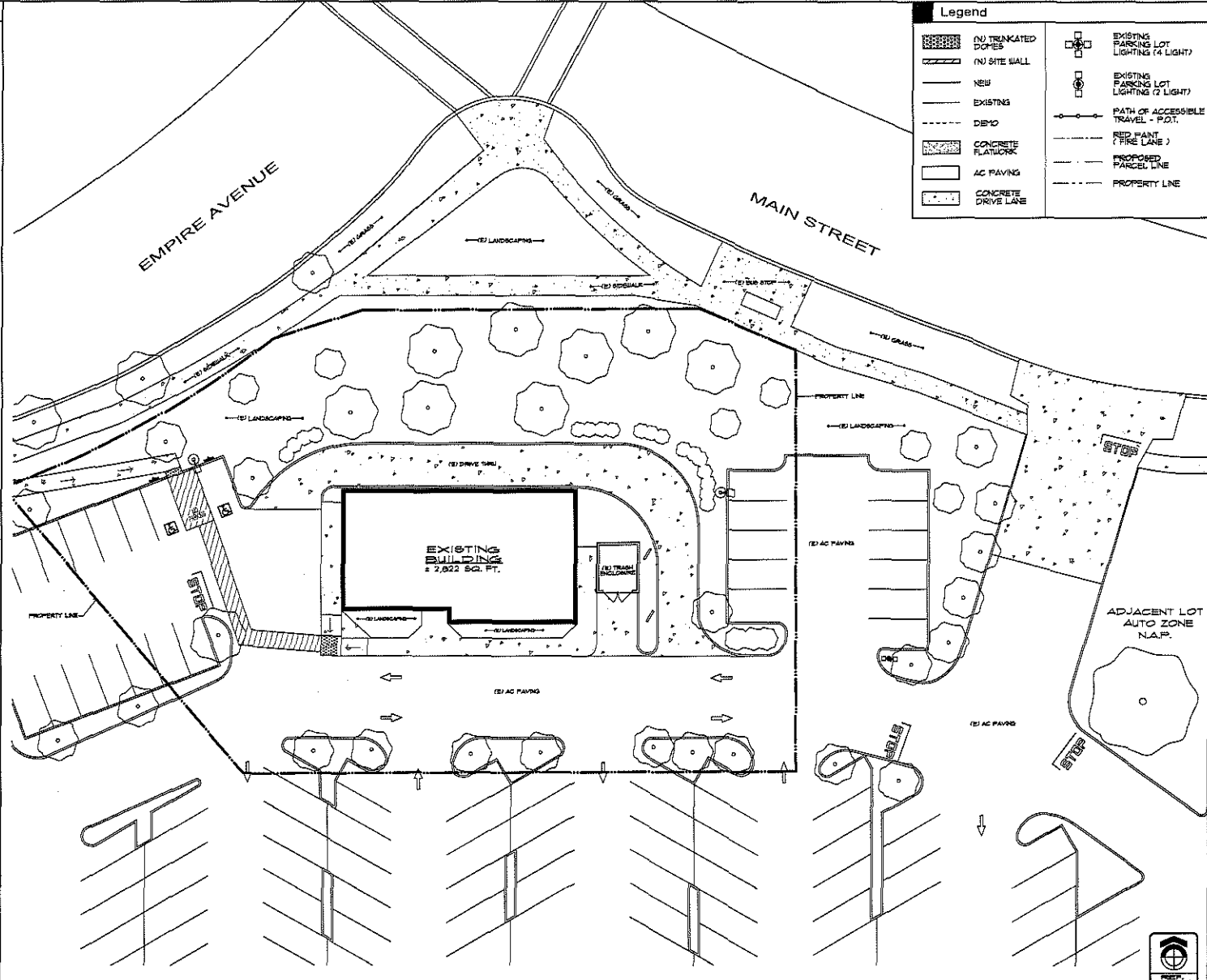
**EXISTING / DEMOLITION
AND PROPOSED
ROOF PLAN**

DATE: 07/23/2015
JOB NO. 15-015
DR-5

General Note's

1. SCOPE OF WORK FOR EXISTING PARKING LOT IS LIMITED TO PROVIDE NEW ASPHALT CURBSIDE, NEW STALL STRIPING (2) WHITE PAVEMENT, REPAIR OR REPLACE EXISTING DAMAGED / CRACKED EXISTING ASPHALTIC CONCRETE PAVING PRIOR TO NEW COATING (C.C. TO FIELD VERIFY DAMAGED LOCATIONS) AND NEW CROSS WALK.
2. ADA ACCESSIBLE PARKING, CIRCULARS AND WALKWAYS SHALL COMPLY WITH A MINIMUM OF 2% CROSS SLOPE IN ANY DIRECTION AS REQUIRED BY ADA STANDARDS, NOTIFY ARCHITECT IN ANY CONFLICTS.
3. SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREA AS SHOWN ON THIS CONSTRUCTION PLANS WITH 4" ON CONCRETE (18" x 24" DAY CONFIRMATION STRENGTH) OF 2500 P.S.I. JOINTS SHALL BE EITHER TOoled OR Saw CUT AT A DISTANCE OF 9'-0" FROM CONCRETE FINISH SHALL MATCH APPROVED AT ADJACENT SIDEWALK.
4. CURBS SHALL BE CONSTRUCTED WHERE NOTED ON THE CONSTRUCTION PLANS, CONCRETE CURBS SHALL BE CLASS 1 CURBS SHALL HAVE SAW CUT CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT 10'-0" O.C. INTERVALS.
5. CONTRACTOR SHALL SAW CUT PERIMETER LINES OF WALLS / CONCRETE SLABS TO BE REMOVED CONTRACTOR SHALL NOT DEMOLISH WALLS / CONCRETE SLABS UNTIL PERIMETER LINES HAVE BEEN CUT, DO NOT OVERCUT.
6. 1/2" STEEL REINFORCING JOINTS SHALL BE PLACED BETWEEN ALL CONCRETE / WALL EDGES.
7. 1/2" x 1/2" x 1/2" D BARRED CONTROL JOINTS SHALL BE PLACED AT 9'-0" INTERVALS ALONG WALKWAY.
8. EDGE OF NEW SLABS TO MATCH ADJACENT EXISTING TO NEIGHAN.

Legend	
	EXISTING PARKING LOT LIGHTING (4 LIGHT)
	EXISTING PARKING LOT LIGHTING (2 LIGHT)
	PATH OF ACCESSIBLE TRAVEL - P.O.T.
	RED PAINT (FIRE LANE)
	PROPOSED PARCEL LINE
	PROPERTY LINE



SCGA ARCHITECT
 SCOTT GIBSON ARCHITECT, INC.
 250 DANIELA WAY, SUITE 400
 CHICO, CA 95926
 P: 530 / 343-7557
 F: 530 / 343-7547



REVISIONS

NO.	DATE	REVISION



BURGER KING
 TENANT
 REMODEL
 2505 MAIN STREET
 OAKLEY, CA 94561

REFERENCE PROPOSED SITE PLAN

DATE: 07/23/2015
 JOB NO. 15.010

DR-6

Reference - Proposed Site Plan | 1

SCALE: Not to Scale

ALL DRAWINGS & WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT & THE SAME MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. COPYRIGHT © SCOTT GIBSON ARCHITECT. ALL RIGHTS RESERVED.

File: July 21, 2015 12:30:57 PM
 C:\projects\201515_010\Burger King Oakley_Cal_DWG_Drawing\15_010_Design Review Site Plan.dwg

RESOLUTION NO. XX-15

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS
AND APPROVING DESIGN REVIEW FOR THE BURGER KING RE-FAÇADE
(DR 09-15) LOCATED AT 2505 MAIN STREET (APN 035-011-020)****FINDINGS**

WHEREAS, on August 13, 2015, Nasser Aliabadi of Shars of Shiraz, Inc. ("Applicant") submitted an application requesting Design Review approval Design Review approval of an exterior remodel of the existing Burger King restaurant located in the Oakley Town Center shopping center ("Project"). Plans also include new building signage. The re-façade is in compliance with a rebranding for the Burger King Corporation. The project is located at 2025 Main Street and zoned "C" (General Commercial) District. APN 035-011-020; and

WHEREAS, on September 11, 2015 the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the project site is designated *Commercial* on the Oakley 2020 General Plan Land Use Map, and zoned "C" (General Commercial) 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 re-façade results in a minor alterations with no expansion of use; and

WHEREAS, pursuant to Oakley Municipal Code section 9.1.1604 (Design Review), the proposed exterior remodel is considered a significant design change to the exterior of the building and shall be heard as a Regular Calendar item; and

WHEREAS, on September 22, 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 City of Oakley Commercial and Industrial Design Guidelines, the applicant's plans, and the information submitted to the City Council at its September 22, 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 Burger King Re-Façade (DR 09-15), the City Council finds that the proposed exterior modifications result in the addition of materials and colors that will provide architectural quality and interest not in the present building design. The new signage will add a consistent theme to all four elevations, while also bringing the design more up to date by adding the slogans and LED light strip.
- 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 Burger King Re-Façade (DR 09-15), subject to the following conditions:

1. This Design Review is approved as described in the Staff Report dated September 22, 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 September 22, 2015.
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. Roof-mounted equipment shall be architecturally screened from view.

7. The light fixtures on the commercial building shall be decorative fixtures per the review and approval of the Community Development Director.
8. The proposed building signage and merchandising areas shall meet the requirements of the City's Zoning Ordinance. All proposed signage shall be reviewed by the Planning and Building Divisions.
9. 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.
10. The existing trash enclosure shall be painted to match the main building color.
11. The applicant shall submit a Waste Management Plan that complies with the City of Oakley Construction and Demolition Debris Recycling Ordinance.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 22nd of September, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

Doug Hardcastle, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



Agenda Date: 09/22/2015
Agenda Item: 5.1

MEMORANDUM

Date: September 11, 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 a Representative to the Contra Costa County Advisory Council on Aging for a Two-Year Term (October 12, 2015 through October 11, 2017)

Approved and Forwarded to
City Council


Bryan H. Montgomery, City Manager

Summary and Recommendation

On April 28, 2015, the Oakley City Council appointed Doug Knowles to serve the remainder of the current term on the Contra Costa County Advisory Council on Aging (ACOA) which shall expire October 11, 2015. Staff recommends that the City Council adopt a resolution to appoint a representative for the next two-year term (October 12, 2015 through October 11, 2017).

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.

Staff sought applicants to fill the next two-year term by publishing information regarding the vacancy on the City website and in the local newspaper. The deadline to apply was September 11, 2015. Staff received applications from April Langro and Grayce Smith which are attached for the City Council's review.

Conclusion

Staff recommends that the City Council adopt a resolution to appoint a representative to the Contra Costa County Advisory Council on Aging (ACOA) for the next two-year term.

Attachments

- 1) Applications
- 2) Resolution

**APPLICATION FOR APPOINTMENT
BY THE OAKLEY CITY COUNCIL
TO THE
CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING***
(Please Print Clearly)

Name: April Langro

Home Address: 1458 Big Redwood Dr. Oakley, Ca. 94561

Mailing Address: _____
(if different)

Home Phone: (925) 420-6724 (H) 518-338-8373 (C)

Work Phone: (209) 957-4310 Ext 15

Fax: (209) 957-4599

E-Mail: april.langro@thementornetwork.com or aprillangro@att.net

Statement of interest in the position:

(Please attach additional pages as needed. Please use no more than 200 words.)

Applying for a position in the Contra Costa County Advisory Council on Aging is important to me because of the protection and advocacy that I feel Elder and/or Dependent Adults need. Our lives should be about what we have done with our time and the people with whom we surround ourselves. As adults transition through multiple stages of life, their needs and interests will change. I would like to assist others with this process in many different ways. Moreover, I can provide a fresh perspective. If applicable, I can connect information and training among multiple service lines and offer my experiences to benefit other programs. I can be utilized to promote support and awareness for recreation and entertainment opportunities for seniors or support programs such as life alert, meals on wheels, and SCSEP. Moreover, I am personally motivated to explore and develop an alternative residential option for seniors who do not require nursing care but who struggle to live independently and/or prefer not live in a senior care facility.

Whatever the need of the council may be, I am committed to get involved and fill the void in a positive and dependable manner.

Qualifications:

(Please describe educational, work and other experience, which would make you a valuable addition to the Commission for which you are applying. Please use no more than 200 words.)

I have a Bachelor of Science Degree in Human Development and Family Studies from the University of Wisconsin-Madison. This particular degree covered a wide range of information and research from gestation/birth to dying/death.

My employment history begins as a caregiver to a child with a severe degree of Autism which provided me with the confidence to take on a counseling position for juveniles at a less secure detention facility where I received extensive court and counseling experience. Following this position, I oversaw and instructed adults in two classrooms in a Day Habilitation Site for adults with developmental and/or intellectual disabilities (IDD). Work included case management, writing service plans, leading meetings, organizing activity schedules, training staff and developing rapport with a wide variety of adults. I immediately transitioned to operating a 12-bed group home for adults with disabilities. Quickly I learned to navigate through the medical field to provide proper care for the residents. Advocating, seeking specialists, overseeing medication administration and improving quality of care were essential. Currently, I recruit and train for an Adult Family Home Agency - California MENTOR. I certify individuals and families to provide care, guidance, advocacy, and community inclusion for adults in 5 counties. The training I provide and oversee covers HIPPA, Mandated Reporting for Elder and Dependent Adult Abuse, Adult CPR/ First Aid, Health and Safety, Medication Administration, Crisis Prevention Intervention and Skill Development related to topics like care, fire safety, finances,

health and safety, advocacy, documentation and incident reporting. I am confident in providing training, promoting awareness, speaking and presenting information on conference calls, planning events, developing marketing and advertising plans and working within in strict budget. Throughout my career, I focused on improving quality of care, assessing areas of need, advocating for resources and using rapport to connect with other providers to solve problems in multiple service lines. I am eager to contribute to other service lines with what I have learned in a positive and energetic manner.

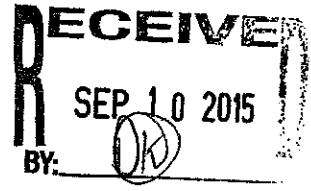
Additional relevant comments:

Date: 9/8/2015

Please return this application no later than 5 p.m. on Friday, September 11, 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.**



APPLICATION FOR APPOINTMENT
BY THE OAKLEY CITY COUNCIL
TO THE
CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING*
(Please Print Clearly)

Name: GRAYCE SMITH
Home Address: 110 ZAR TOP ST
OAKLEY, CA. 94561
Mailing Address: _____
(if different) _____
Home Phone: (408) 840-1326 (CELL)
Work Phone: —
Fax: —
E-Mail: SISTAHG@HOTMAIL.COM

Statement of interest in the position:
(Please attach additional pages as needed. Please use no more than 200 words.)

AS A FAIRLY NEW RESIDENT TO OAKLEY
(4 YEARS) I HAVE NOTICED AND EXPERIENCED
A LACK OF SERVICES AND EVENTS
FOR THE SENIOR POPULATION OF THE
CITY. I HAVE RECENTLY BECOME INVOLVED
WITH THE OAKLEY SENIOR CENTER
WHICH HAS ONLY CONFIRMED THAT
THERE NEEDS TO BE MORE AWARENESS
OF SERVICES AND THE POSSIBILITIES OF
SERVICES TO THE COMMUNITY OF OAKLEY.

Qualifications:

(Please describe educational, work and other experience, which would make you a valuable addition to the Commission for which you are applying. Please use no more than 200 words.)

I WORKED 20+ YEARS IN THE MEDICAL FIELD, SETTING UP MEDICAL PRACTICES, WORKING IN NURSING HOMES & HOSPITALS.

I HAVE DONE ADVOCACY & OUTREACH OVER THE PAST 40 YRS, WORKING WITH PEOPLE OF ALL AGES. I HAVE HAD THE OPPORTUNITY TO WORK WITH ANON-PROFIT HOUSING AGENCY WHERE I WAS AN ON-SITE MANAGER FOR LOW INCOME (PROJECT BASED - HUD) SENIORS FOR 5 YRS, AND LOW INCOME FAMILIES FOR ANOTHER 5 YEARS. I AM DISABLED & WELL READ IN ADA ISSUES & HEALTH CARE COVERAGES

I ALSO HAVE HAD THE OPPORTUNITY
TO WORK WITH A OLDER WOMAN AS
AN ADVOCATE IN THE COURTS, DURING
AN ELDER ABUSE TRIAL

Additional relevant comments:

I WOULD LOVE TO REPRESENT THE
CITY OF OAKLEY AS WE ENTER A
NEW ERA OF ^{THE} SENIOR POPULATION
WHO ARE CONSIDERED "BABY BOOMERS"
WHO ARE WORKING LONGER, MORE ACTIVE,
AND MORE INVOLVED IN VOLUNTEERISM.

Date: 9-9-2015

Please return this application no later than 5 p.m. on Friday, September 11, 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 _____ TO THE CONTRA COSTA COUNTY
ADVISORY COUNCIL ON AGING**

BE IT RESOLVED by the City Council of the City of Oakley that _____ is hereby appointed to the Contra Costa County Advisory Council on Aging. The appointment is effective October 12, 2015 and shall expire October 11, 2017.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the 22nd day of September, 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:

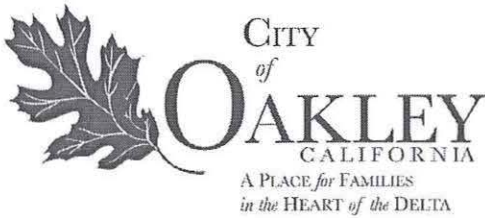
APPROVED:

Doug Hardcastle, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



STAFF REPORT

Date: September 22, 2015
To: City Council
From: Bryan Montgomery, City Manager *BH*
Nancy Marquez-Suarez, Assistant to the City Manager
Lindsey Bruno, Recreation Manager

SUBJECT: Approval of modifications to the City's Logo

Summary and Background

On August 11th the City Council held a work session to discuss possible revisions to the existing City logo. The current logo was last revisited in 2007, and reflected only a slight change from the previous logo – moving the “O” off of the oak leaf.

The work session discussed a number of options to update the logo and a general consensus was reached on the logo version marked “City Council preference” on the attached, with the mention that the leaf may be too small in that version and that the “O” in the typeface needed adjustment. The attached shows some new possible variations, marked “A-1, A-2 and A-3.” Also in the attachment is a version of the logo that received some positive comments during the work session.

Finally, the logo version in the lower right-hand corner of the attached is what is recommended. There are some instances when the “California” is desired to be included and with some uses it may not. The words “The City of” could be included, but we have found in increasingly less common city logos do not include that verbiage.

If the new logo is approved, there would not be a rush to replace all the uses of the existing logo. The impending update to the website could utilize it right away, but business cards, letterhead, vehicle logos would just use the new logo when current supplies are exhausted. The new proposed logo is close enough in appearance to the existing logo that signage at City Hall and throughout the community is not intended to be replaced.

Fiscal Impact

Any approved modifications to the logo will be phased in and very little, if any, additional expense is contemplated.

Recommendation

Approve modifications to City's logo, as recommend in the attachment.

Attachment

1. Versions of City logo for consideration

Current logo



Council's preference



Other logo version receiving positive comments



New variations

A-1



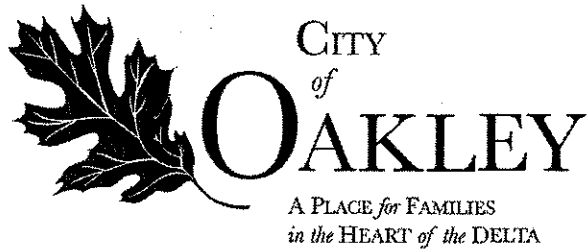
Recommended variations (sometimes would be used with "California" and sometimes not)

A-2



A-3



**MEMORANDUM**

Date: September 2, 2015
To: Bryan Montgomery, City Manager
From: Joshua McMurray, Planning Manager
Subject: Status Update on the Diamond Hills Sports Club and Spa Conditional Use Permit (CUP 02-15)

This memo serves as the status update on the Diamond Hills Sports Club and Spa Conditional Use Permit (CUP 02-15) approved by the City Council on April 28, 2015. The CUP approval allowed for outdoor events, consisting of swim meets, tennis tournaments and outdoor movies. The CUP placed several conditions of approval that required the Diamond Hills Sports Club and Spa to make improvements to the property and develop detailed security and parking plans prior to the first outdoor event. Staff ensured that all of the requirements of the CUP were reviewed, approved and in place as required by the CUP prior to the first outdoor event.

City Staff has not received any complaints about the Diamond Hills Sports Club and Spa over the past months in which the club has been hosting these outdoor events. With no complaints received, Staff expects the outdoor events in 2016 and thereafter to operate in a manner compatible with the surrounding neighborhood and does not see a need to modify any of the existing conditions of approval.