

## AGENDA

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

Tuesday, April 12, 2016

6:30 p.m.

Oakley City Council Chambers  
3231 Main Street, Oakley, CA

AND

### SPECIAL CITY COUNCIL MEETING

Tuesday, April 12, 2016

7:30 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 at [www.ci.oakley.ca.us](http://www.ci.oakley.ca.us).

A complete packet of information containing staff reports and exhibits related to each item is available for public review prior to an Oakley City Council and/or City Council Acting as a 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 inspection, during regular business hours, at the front counter in the Main Lobby of the Oakley City Hall located at 3231 Main Street, Oakley, CA 94561.

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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 (Davin Bjorkquist, Ironhouse Elementary School Student)**
- 1.3 **[Proclamations](#) recognizing Sharlotte Omoletski, Andres Orozco and Jasmin Pinzon for the 2016 Oakley Youth Advisory Council Outstanding Youth Volunteer Awards**
- 1.4 **Update from Mike Yeraka, General Manager, Diablo Water District**
- 1.5 **Update from Constance Holdaway, Director, Division 5, Contra Costa Water District**

## 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 March 22, 2016 (Kim Carmody, Records Management Clerk)**

## ***Oakley City Council***

- 3.2 **[Adopt the Resolution](#)** Approving the Tree Light Services Maintenance Agreement with Pacific Display, Inc. for a Two Year Period and Authorizing the City Manager to Execute the Agreement (Kevin Rohani, Public Works Director/City Engineer)
- 3.3 **[Approve the Agreement](#)** with Clyde Miles Construction Co. for Stormwater Management Facilities Operations and Maintenance Agreement and Right of Entry” for Quicksilver Subdivision 8985 located at Lois Lane and Authorizing the City Manager to Execute the Agreement (Kevin Rohani, Public Works Director/City Engineer)
- 3.4 **[Approving the Access Easement](#)** to Contra Costa County Flood Control and Water Conservation District to allow access for maintenance of Marsh Creek North of East Cypress Road (Kevin Rohani, Public Works Director/City Engineer)
- 3.5 **[Adopt a Resolution](#)** Confirming the Costs for Abatement of the Public Nuisance at a Vacant Lot on Hill Ave (APN 033-090-046) and Directing a Special Assessment and Lien (Troy Edgell, Code Enforcement Manager)
- 3.6 Authorize the Purchase of **[Network Array](#)** for the City Information Technology Will System (Deborah Sultan, Finance Director)

## **4.0 PUBLIC HEARINGS**

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

- 4.1 **[Duarte Ranch Subdivision 9027 Tentative Map](#)** – Request for an extension of time for a previously approved Tentative Map located at the southeast corner of Laurel Road and Rose Avenue (Ken Strelow, Senior Planner) *Continued from March 22, 2016*

## **5.0 REGULAR CALENDAR**

- 5.1 Adopt a Resolution Approving the **[Purchase of 4901 and 4907 Beldin Lane](#)** for the purposes of constructing a future parking lot for Holly Creek Park in Connection with the Recent Housing Related Parks Program Grant Award (Joshua McMurray, Planning Manager)
- 5.2 FY 15/16 **[3<sup>rd</sup> Quarter CIP Update](#)** (Kevin Rohani, Public Works Director/City Engineer)
- 5.3 **[Resolution of Necessity](#)**, 3530 Main Street (William Galstan, Special Counsel)

## **6.0 REPORTS**

### **6.1 CITY MANAGER**

- (a) City Manager

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

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

**(b) Requests for Future Agendas**

7.0 WORK SESSIONS-None

8.0 CLOSED SESSIONS-None

9.0 ADJOURN

## **SPECIAL CITY COUNCIL MEETING**

**Tuesday, April 12, 2016**

**7:30 p.m.**

**Oakley City Council Chambers  
3231 Main Street, Oakley, CA**

1.0 OPENING MATTERS

**1.1 Call to Order and Roll Call of the Oakley City Council**

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.

2.0 WORK SESSION

**2.1 Strategic Plan Discussion**

3.0 ADJOURN



## 2016 Outstanding Youth Volunteer Award Charlotte Omoletski

**WHEREAS**, The Oakley Youth Advisory Council instituted a community wide volunteer recognition program to recognize outstanding youth volunteers in Oakley; and

**WHEREAS**, volunteerism strengthens communities, solves vital social concerns and enhances the overall quality of life for all citizens, including youth, seniors, and those who are otherwise in need of assistance; and

**WHEREAS**, Sharlotte Omoletski has a history of giving back to the Oakley community; Sharlotte has volunteered as a member of the Oakley Library Youth Squad for five years, National Honor Society, California Scholarship Federation and Relay for Life; and

**WHEREAS**, Sharlotte has been instrumental in creative library programs like Teen Read Week, Howl-la-la-boo and Family Storytime; and

**WHEREAS**, during the course of her volunteer work Sharlotte has volunteered over 500 hours at the Oakley Library; and

**WHEREAS**, volunteers are an important part of community engagement and are vital to our future as a caring and productive community.

**NOW, THEREFORE, BE, IT RESOLVED** that I, Kevin Romick, Mayor of the City of Oakley on behalf of the City Council, do hereby recognize Sharlotte Omoletski as a winner of the 2016 Oakley Youth Advisory Council Outstanding Youth Volunteer Award.

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Kevin Romick, Mayor

# 2016 Outstanding Youth Volunteer Award

## Andres Orozco

**WHEREAS**, The Oakley Youth Advisory Council instituted a community wide volunteer recognition program to recognize outstanding youth volunteers in Oakley; and

**WHEREAS**, volunteerism strengthens communities, solves vital social concerns and enhances the overall quality of life for all citizens, including youth, seniors, and those who are otherwise in need of assistance; and

**WHEREAS**, Andres' has volunteered with You, Me, We Oakley at events like, Leer Para Crecer, Heart of Oakley and Citizenship Drives to make Oakley a welcoming community; and

**WHEREAS**, Andres volunteered with Global Glimpse in Nicaragua to work with local government education; and

**WHEREAS**, Andres is also active in Freedom High School clubs and organizations including, Professional Human Development Academy, Science Technology Engineering and Math Academy, Latinos Unidos Club, Power of Unity Club and French Club; and

**WHEREAS**, volunteers are an important part of community engagement and are vital to our future as a caring and productive community.

**NOW, THEREFORE, BE, IT RESOLVED** that I, Kevin Romick, Mayor of the City of Oakley on behalf of the City Council, do hereby recognize Andres Orozco as a winner of the 2016 Oakley Youth Advisory Council Outstanding Youth Volunteer Award.

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Kevin Romick, Mayor

# 2016 Outstanding Youth Volunteer Award

## Jasmin Pinzon

**WHEREAS**, The Oakley Youth Advisory Council instituted a community wide volunteer recognition program to recognize outstanding youth volunteers in Oakley; and

**WHEREAS**, volunteerism strengthens communities, solves vital social concerns and enhances the overall quality of life for all citizens, including youth, seniors, and those who are otherwise in need of assistance; and

**WHEREAS**, Jasmin's service has made a difference in many ways from Pennies for Patients, Canned Food Drives, Oakley Library Youth Squad and #icanhelp; and

**WHEREAS**, Jasmin shares her enthusiasm, talent, positive energy and ability to engage and motivate others through community service; and

**WHEREAS**, Jasmin has shown growth into a passionate, spirited, dedicated young person; and

**WHEREAS**, volunteers are an important part of community engagement and are vital to our future as a caring and productive community.

**NOW, THEREFORE, BE, IT RESOLVED** that I, Kevin Romick, Mayor of the City of Oakley on behalf of the City Council, do hereby recognize Jasmin Pizon as a winner of the 2016 Oakley Youth Advisory Council Outstanding Youth Volunteer Award.

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Kevin Romick, 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  
March 22, 2016**

**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**

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

**1.2 Pledge of Allegiance to the Flag**

Mayor Kevin Romick led the Pledge of Allegiance

**1.3 Proclamation Recognizing March 2016 as Prescription Drug Abuse Awareness Week in Oakley**

Mayor Kevin Romick read the proclamation; no one was in attendance to receive it.

**1.4 Update from Oakley Library Manager Andrea Freyler**

Andrea Freyler thanked the City Council for placing the library measure on the June ballot, and mentioned that she is trying to get the word out for residents to vote; she provided a PowerPoint presentation and discussed some of the current programs happening at the library.

Bill Galstan mentioned that the measure will be measure K.

Vice Mayor Higgins asked about the availability of the 3D printer.

Andrea Freyler responded that it will be available over the summer.

**2.0 PUBLIC COMMENTS**

**Online Comment Forms**

No Online comment forms were submitted for Public Comments.

**Public Comment Cards**

Chad Davisson mentioned he's been working together with the engineering staff on some Capital Improvement Projects and expressed his appreciation, he mentioned they anticipate there will still be a demand for recycled water and upgrades are being made at the fill station to accommodate more traffic, he also mentioned he is looking into the possibility of potentially having recycled water available for distribution throughout the city.

### 3.0 CONSENT CALENDAR

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

- 3.1 Approve the Minutes of the Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meeting held March 8, 2016 (Kim Carmody, Records Management Clerk)**

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

- 3.2 Accept Report Out of Closed Session Memo (William Galstan, Special Counsel)**
- 3.3 Adopt the Resolution Approving the Annual Progress Report on Implementation of the 2015 Housing Element (Joshua McMurray, Planning Manager)**
- 3.4 Adopt a Resolution Authorizing the City Manager to Execute an Agreement for Landscape Architecture Services with Dutchover & Associates for Plan Review Services (Kevin Rohani, Public Works Director/City Engineer)**
- 3.5 Adopt a Resolution designating Officers Authorized to send notice of hearing for Resolutions of Necessity (William Galstan, Special Counsel)**
- 3.6 Adopt a Resolution Authorizing the City Manager to pay the invoice from Sizemore Construction, Inc. in a total amount of \$86,729.12 for the storm drain repair at 3015 Torre Ramel Lane (Kevin Rohani, Public Works Director/City Engineer)**
- 3.7 Adopt a Resolution Creating Oakley Special Police Tax Zone 156 within the Oakley Special Police Tax Area for Tentative Parcel Map 03-15 (Pagano), and Introduce the Ordinance establishing a Special Tax for Police Protection (Kevin Rohani, Public Works Director/City Engineer)**
- 3.8 Authorize the City Manager to Execute an agreement for Traffic Engineering Services with TJKM Transportation Consultants to Provide Contract Traffic Engineering Services for the City of Oakley Related to Private Development Projects on an On-Call basis from April 1, 2016 through June 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)**

It was moved by Councilmember Pope and seconded by Councilmember Perry to approve the Consent Calendar. Motion was unanimous and so ordered. (4-0)

### Online Comment Forms

No online comment forms were submitted for Public Comments

### Public Comment Cards

No public comment cards were submitted for Public Comments

## 4.0 PUBLIC HEARINGS

### **4.1 Duarte Ranch Subdivision 9027 Tentative Map Extension**

Ken Strelow recommended this item be continued to April 12, 2016 to allow adequate time to notice.

It was moved by Councilmember Pope and seconded by Vice Mayor Higgins to continue this item until April 12, 2016. Motion was unanimous and so ordered. (4-0)

## 5.0 REGULAR CALENDAR

### **5.1 Adopt a Resolution Approving a Purchase and Sale Agreement with FSP Properties LLC. for the sale of Property at 310 4th Street and 305 5th Street (APN's 035-163-014 and 035-163-007) (Joshua McMurray, Planning Manager)**

Joshua McMurray mentioned that the City has an opportunity to purchase the property with the intent to move the public works corporation yard to the site as well as the possibility of using it for storage for other departments if needed.

Vice Mayor Higgins asked if residents needed to be notified since there will be an increase in traffic.

Joshua McMurray responded that residents have been notified and that the anticipated traffic will likely be less than when ACE Hardware was in that location.

It was moved by Vice Mayor Higgins and seconded by Councilmember Perry to adopt the resolution. Motion was unanimous and so ordered. (4-0)

## 6.0 REPORTS

### **6.1 CITY MANAGER**

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

City Manager Bryan Montgomery mentioned that there have been some issues with the wireless system in the Council Chambers and staff is looking into various options to revamp the system.



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

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

Councilmember Pope invited everyone to attend the next Fireboard Meeting which will be held at City Hall on April 4<sup>th</sup> at 6:30.

**(b) Requests for Future Agendas**

None

7.0 WORK SESSIONS-None

8.0 CLOSED SESSIONS-None

9.0 ADJOURN

There being no further business, the meeting was adjourned at 6:57 p.m.

Respectfully Submitted

Kim Carmody  
Records Management Clerk

# OAKLEY



CALIFORNIA

Agenda Date: 04/12/2016  
Agenda Item: 3.2

## STAFF REPORT

**Date:** Tuesday, April 12, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, Public Works Director/City Engineer

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**SUBJECT:** Award of Contract to Pacific Display, Inc. for Downtown Tree Lighting Maintenance for the City of Oakley

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### **Background and Analysis**

The downtown in Oakley is going through a major revitalization that began in 2012. The next phase of the downtown improvements will be implemented in 2016 and into 2017.

The streetscape component of the project includes planting new trees on both sides of Main Street. In order to enhance the beauty of downtown, decorative LED lights were installed on the downtown trees along Main Street from Vintage Parkway to Norcross Lane. The next phase of the downtown improvement project will install new trees from Norcross Lane to 2nd Street. These trees will also be decorated with LED tree lights to complement the existing tree lights and enhance the downtown environment.

Pacific Display, Inc. was hired for the installation of the decorative LED tree lights for downtown Oakley last year. This firm specializes in providing, installing, and maintaining outdoor lighting for municipalities (including Brentwood) and private institutions throughout the Bay Area; especially tree lighting and maintenance. The new LED tree lights need regular maintenance to ensure all light strings are working properly, also as the trees grow and their trunks expand, the light strings need to be rewrapped and adjusted to the growing tree trunk in order for all the lights to function properly.

Staff has negotiated a tree light maintenance contract with Pacific Display, Inc. to perform bi-monthly service for the downtown Oakley tree lights. This service includes rewinding any light strings, replacing damaged lights, and installing new light strings as trees grow new limbs. This service will help keep all downtown tree lights in great operational condition and make the downtown look vibrant and attractive at night.

**Fiscal Impact**

Approval of the resolution will authorize the City Manager to execute the Tree Light Services agreement with Pacific Display, Inc. in an amount of \$11,083.00 for Fiscal Year 2016/17 and 2017/18. This contract will begin on July 1, 2016, at the beginning of the Fiscal Year. The funding for this service is included in the Public Works Department budget for FY 2016/17.

**Recommendation**

Staff recommends that the City Council adopt the resolution approving the Tree Light Services Maintenance Agreement with Pacific Display, Inc. for a two year period and authorizing the City Manager to execute the agreement.

**Attachments**

1. Proposal from Pacific Display, Inc.
2. Resolution

**PACIFIC DISPLAY, INC.**

18270 Enderson Court  
 Morgan Hill, CA. 95037  
 Phone: 408-778-3815  
 Fax: 408-778-3817

**QUOTE**

Order Date	Work Order #
2/17/2016	181

City Of Oakley  
 c/o Kevin Rohani  
 3231 Main Street  
 Oakley, CA. 94561

Service Description	Qty	Rate	Total
LABOR -TREE LIGHTING MAINTENANCE CONTRACT FROM JULY 2016 TO JUNE 2018: Perform Bi-Monthly Inspection and Maintenance of LED Light Strings in Downtown Trees on Main Street from Norcross to Vintage.	12	580.00	6,960.00
LED 70LT Polka Dot, 4" spacing, 23.7', green cord, UL, warm white bulbs	200	19.00	3,800.00T
Sales Tax		8.50%	323.00
_____ AUTHORIZED SIGNATURE	_____ DATE		

**Total** \$11,083.00

RESOLUTION NO. \_\_\_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AWARD OF CONTRACT WITH PACIFIC DISPLAY, INC. FOR TREE LIGHTING MAINTENANCE AND REPAIR SERVICES IN DOWNTOWN OAKLEY AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT**

**WHEREAS**, the City of Oakley Public Works and Engineering Department frequently seeks repair, modification and maintenance services for City-owned infrastructure; and

**WHEREAS**, the renovation of downtown Oakley has added new trees and streetscape components; and

**WHEREAS**, new LED tree lights were installed on all new downtown trees, and these tree lights need regular maintenance and service.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Oakley that the Maintenance Services agreement with Pacific Display, Inc. for tree lighting maintenance and repair services for an amount not to exceed \$11,083 for Fiscal Year 2016/17 and 2017/18 is hereby approved, and the City Manager is authorized to execute said agreement. A copy of the Agreement is attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 12th of April, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

\_\_\_\_\_  
Kevin Romick, Mayor

ATTEST:

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

\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** Tuesday, April 12, 2016

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

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

**Subject:** Approving the Agreement with Clyde Miles Construction, Co. for "Stormwater Management Facilities Operations and Maintenance Agreement and Right of Entry" for Quicksilver Subdivision 8985 located at Lois Lane and authorizing the City Manager to execute the agreement

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Introduction

The installation of the Permanent Stormwater Pollution Prevention Measures (BMP's) for the Quicksilver Subdivision is being constructed with the subdivision improvements associated with the project. The City's Stormwater Management and Discharge Control Ordinance require proper operation and maintenance of the Permanent BMP's by the respective property owners. The "Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry" memorializes the owner's maintenance, operations and inspection obligation under the City's Ordinance and the approved plans.

### Background and Analysis

Under the Contra Costa Countywide National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit, projects "deemed complete" after February 15, 2005 are to comply with the provisions of the Permit. The City adopted an Ordinance, as required by the Permit, to enable this activity within the City of Oakley. A requirement of the permit is that each property implement stormwater treatment devices, fund the perpetual maintenance of those devices, and enter into an agreement with the City stating that the property owner will maintain the devices, grant a right of entry to City staff for inspections, and agree to pay the cost of City inspections.

### Fiscal Impact

There is no fiscal impact associated with the agreement since all inspection, operations, and maintenance costs are the responsibility of the property owners.

### Conclusion

Staff recommends that the City Council adopt the resolution approving the "Stormwater Management Facilities Operations and Maintenance Agreement and



Right of Entry” for each of the 11 lots associated with the Quicksilver Subdivision and authorize the City Manager to sign the agreements on behalf of the City.

**Attachments**

- 1) Resolution
- 2) “Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry” for the Quicksilver Subdivision 8985

**RESOLUTION NO. XX- 16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING THE AGREEMENT WITH CLYDE MILES CONSTRUCTION, CO. (APN 035-720-022; -023; -024; -025; -026; -027; -028; -029; -030; -031; -032) FOR "STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT AND RIGHT OF ENTRY" FOR THE QUICKSILVER SUBDIVISION 8985 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Oakley's Stormwater Management and Discharge Control Ordinance requires proper operation and maintenance of the Permanent Stormwater Pollution Prevention Measures installed for the Quicksilver Subdivision; and

**WHEREAS**, the "Stormwater Management Facilities Operation and Maintenance Agreement and Right of Entry" memorializes the owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved plans; and

**WHEREAS**, the installation of the Permanent Stormwater Pollution Prevention Measures for the Quicksilver Subdivision is construction with the subdivision improvements; and,

**WHEREAS**, Clyde Miles Construction, Co., the current owner of the 11 lots in subdivision 8985 described in Exhibit A, desires to execute the "STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AND RIGHT OF ENTRY"; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the City Council of the City of Oakley does hereby approve the "STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AND RIGHT OF ENTRY" for the Quicksilver Subdivision 8985 in the form attached hereto and authorizes the City Manager to execute the agreement.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on this 12<sup>nd</sup> day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

ATTEST:

\_\_\_\_\_  
Kevin Romick, Mayor

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

\_\_\_\_\_  
Date

**Recording Requested By:  
CITY OF OAKLEY**

**Return to: CITY OF OAKLEY  
City Clerk  
Libby Vreonis  
3231 Main Street  
Oakley, CA 94561**

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**Document Title**

**CITY OF OAKLEY**

**COVENANT RUNNING WITH THE LAND,  
STORMWATER MANAGEMENT FACILITY OPERATIONS  
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY**

**PROJECT: QUICKSILVER SUBDIVISION 8985**

**OWNERS NAMES: CLYDE MILES CONSTRUCTION, CO.**

**ASSESSOR'S PARCEL NUMBERS: 035-720-022; -023; -024; -025;  
-026; -027; -028; -029; -030; -031; -032 (11 Lots)**

**STORMWATER MANAGEMENT FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT  
AND RIGHT OF ENTRY**

This Storm Water Management Facilities Operation and Maintenance Agreement and Right of Entry ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between Clyde Miles Construction, Co., (hereinafter referred to as "Property Owner" and the City of Oakley, a municipal corporation ("City").

**RECITALS:**

This Agreement is made and entered into with reference to the following facts:

**WHEREAS**, the Permanent Storm Water Pollution Prevention Measures (hereinafter referred to as Best Management Practices of "BMP") have been installed in and must be maintained for the development called Quicksilver (Subdivision 8985), located at Lois Lane, Oakley, City of Oakley, Contra Costa County, State of California and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "property" or "real property"); and,

**WHEREAS**, the Property Owner is the owner of real property more particularly described on the attached as Figure 1; and,

**WHEREAS**, the City is the owner of Lois Lane and its storm drains that are adjacent to the property, and

**WHEREAS**, the City's Storm Water Management and Discharge Control Ordinance ("Ordinance") requires proper operation and maintenance of the BMP constructed on this property; and,

**WHEREAS**, the development conditions of approval require that BMP, as shown on the approved Storm Water Control Plan be constructed and properly operated and maintained by the Property Owner; and,

**WHEREAS**, the City has approved the Storm Water Control Operation and Maintenance Plan prepared by \_\_\_\_\_, on the day of \_\_\_\_\_, 20\_\_, as this Plan may be subsequently modified from time to time with City's approval; and,

**WHEREAS**, the Storm Water Control Operation and Maintenance Plan includes an annual inspection checklist for the BMP constructed on this property, and,

**WHEREAS**, this Agreement memorialized the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved Plans.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

### **Section 1**

**Responsibility for Operations and Maintenance:** The Property Owner will make available copies of the approved Storm water Control Plan and approved Storm Water Control Operation and Maintenance Plan (hereinafter the "Plans") at the property with the facility or property manager and must maintain the BMP in a good working condition acceptable to the City for the life of the project, and in compliance with the Ordinance and the approved Plans. Upon transfer of the property, the Property Owner shall provide the new owner with the current Plans.

### **Section 2**

**Inspection by Property Owner:** The Property Owner, as its own expense, shall conduct annual inspections during the month of September or October of each year. The annual inspection report shall include completion of the checklist described in the approved Storm Water Operation and Maintenance Plan. A qualified independent inspector who is acceptable to the City must inspect the BMP. The Property Owner must submit the inspection report on the BMP to the City Engineer within 30 days after each inspection. A processing fee established in the City's standard fee schedule shall accompany the annual inspection report.

### **Section 3**

**Right of Entry and Facility Inspection by the City:** The Property Owner hereby grants permission to the City, its authorized agents and employees, and the Central Contra Costa Sanitary District, the Contra Costa County Fire Protection District, County Environmental Health Department, the Control Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board to enter the property, and to inspect the BMP whenever any of the foregoing entities deems necessary to enforce provisions of the City's Storm Water and Urban Runoff Pollution Control Ordinance. These entities may enter the premises at any reasonable time to inspect the premises and BMP operation, to inspect and compile records related to storm water compliance, and to collect samples and take measurements. Whenever possible, these entities will provide notice prior to entry.

### **Section 4**

**Failure to Perform Required Facility Repairs or Maintenance by the Property Owner:** If the Property Owner or its successors fail to maintain the BMP in good working order and in accordance with the approved Plans and the City's Ordinance, the City, with prior notice, may enter the property to return the BMP to good working order. The City is under no obligation to maintain or repair the BMP, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this section takes any action to return the BMP to good working order, the Property Owner shall reimburse the City for all the costs of the City's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the City may secure a lien against the real property of the Property Owner in the amount of such costs. In addition the City may make the cost of abatement of the nuisance caused by the failure to maintain the BMP a special assessment against the property that may be collected at the same time and in the same manner as ordinary municipal taxes are collected as provided in Government Code section 39773.5. This Section 4 does not prohibit the City from pursuing other legal recourse against the Property Owner.

**Section 5**

**Indemnity:** The Property Owner agrees to defend, indemnify and holds harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City and which are in any way connected with the construction, operation, presence, existence or maintenance of the BMP by the Property Owner, or from any personal injury or property damage that may result from the City or other public entities entering the property under Section 3 or 4.

**Section 6**

**Successors and Assigns:** The covenants or the Property Owner set forth in numbered Sections 1 through 5 above shall run with the land, and the burdens thereof shall be binding upon each and every part of the property and upon the Property Owner, its successors and assigns in ownership (or any interest therein), for the benefit of Lois Lane and its storm drains and each and every part thereof and said covenants shall inure to the benefit of and be enforceable by the City, its successors and assigns in ownership of each and every part of the street and storm drains.

**Section 7**

**Severability:** Invalidation of any one of the provisions of the Agreement shall in no way effect any other provisions and all over provisions shall remain in full force and effect.

Recommended for approval:

City of Oakley

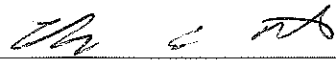
\_\_\_\_\_  
City Engineer  
Kevin Rohani  
Reviewed By:

\_\_\_\_\_  
City Manager  
Bryan H, Montgomery  
Attest:

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

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

Property Owners:

  
\_\_\_\_\_  
CLYDE E. MILES

Attachments: Acknowledgements



**ALL PURPOSE ACKNOWLEDGEMENT**

State of California

County of Contra Costa

On 2/9/16, before me,  
Martin P. Rosenzweig, personally appeared  
Clyde E. Miles

\_\_\_\_\_ personally known to me;

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

WITNESS my hand and official seal.

(SEAL)

Martin P. Rosenzweig  
Signature of Notary Public



**CAPACITY CLAIMED BY SIGNER:**

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- \_\_\_\_\_ Individual(s)
- Corporate Officer(s) Titles \_\_\_\_\_ and \_\_\_\_\_
- \_\_\_\_\_ Partner(s) \_\_\_\_\_ Limited \_\_\_\_\_ General
- \_\_\_\_\_ Attorney-in-Fact
- \_\_\_\_\_ Trustee(s)
- \_\_\_\_\_ Guardian/Conservator
- \_\_\_\_\_ Other: \_\_\_\_\_

Signer is representing: Clyde Miles Construction Co., Inc.

**ATTENTION TO NOTARY:** Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or type of document Storm Water Management Agreement  
Number of pages: \_\_\_\_\_ Date of document: \_\_\_\_\_  
Singer(s) other than named above: \_\_\_\_\_

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE.**

MARCH 10, 2016  
JOB NO. 05-03-00

**EXHIBIT A**

**LEGAL DESCRIPTION**

REAL PROPERTY SITUATE IN THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

LOT 1 THROUGH 11, TOGETHER WITH THE RIGHT OF WAY OF QUICKSILVER COURT AND MERCURY COURT, AS SHOWN ON THE FINAL MAP ENTITLED "SUBDIVISION 8985 - QUICKSILVER" RECORDED MAY 25, 2007 IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER IN BOOK 504 OF MAPS AT PAGE 26. A COPY OF PAGE 3 OF SAID MAP IS ATTACHED HERETO.

THE AREA DESCRIBED CONTAINS 2.3 ACRES OF LAND, MORE OR LESS.

**END OF DESCRIPTION**



*Paul Canumay*  
MERIDIAN ASSOCIATES, INC.  
PAUL CANUMAY LS 3272  
EXPIRES 6-30-2016

**BASIS OF BEARINGS**

THE BEARING " NORTH 89° 14' 54" WEST " BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF CYPRESS ROAD, AS SHOWN ON THE MAP OF SUBDIVISION 6473, BROOK TREE UNIT 2 (286 MAPS 21) IS THE BASIS OF BEARINGS FOR THIS MAP. BEARINGS AND DISTANCES SHOWN ARE BASED ON CALIFORNIA COORDINATE SYSTEM ZONE III. ALL DISTANCES SHOWN ARE GROUND LEVEL DISTANCES.

**NOTE:**

SEE SHEET 2 FOR REFERENCES TO EXISTING MAPS.

**LEGEND**

- FOUND STANDARD STREET MONUMENT TAG & MAP AS NOTED
- FOUND MONUMENT, AS NOTED
- SET CITY STANDARD STREET MONUMENT, L.S. 3272
- SET 3/4" IRON PIPE & TAG, L.S. 3272
- M-M MONUMENT TO MONUMENT
- M-BOLT MONUMENT TO BOLT
- (T) TOTAL
- SF SQUARE FEET
- (R) RADIAL
- R RADIUS
- Δ DELTA
- L ARC LENGTH
- P.U.E. PUBLIC UTILITY EASEMENT
- ① REFERENCE NUMBER

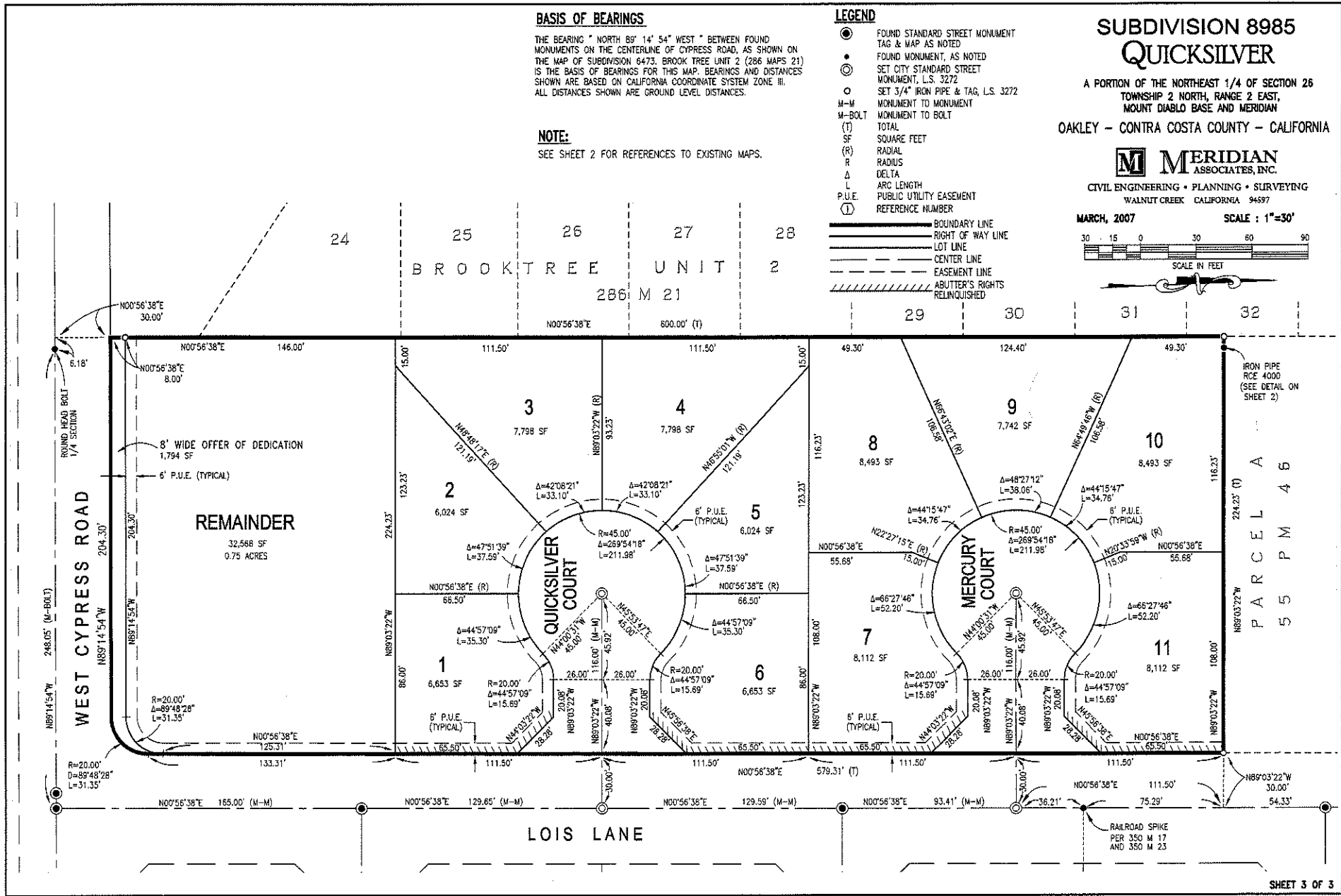
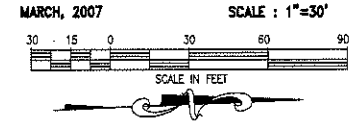
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- CENTER LINE
- EASEMENT LINE
- /// ABUTTER'S RIGHTS RELINQUISHED

**SUBDIVISION 8985  
QUICKSILVER**

A PORTION OF THE NORTHEAST 1/4 OF SECTION 26  
TOWNSHIP 2 NORTH, RANGE 2 EAST,  
MOUNT DIABLO BASE AND MERIDIAN  
OAKLEY - CONTRA COSTA COUNTY - CALIFORNIA



CIVIL ENGINEERING • PLANNING • SURVEYING  
WALNUT CREEK CALIFORNIA 94597





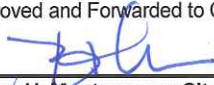
## STAFF REPORT

**Date:** Tuesday, April 12, 2016

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

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

**Subject:** Approving the Access Easement to Contra Costa County Flood Control and Water Conservation District to allow access for maintenance of Marsh Creek north of East Cypress Road

Approved and Forwarded to City Council:  
  
Bryan H. Montgomery, City Manager

### Introduction

The Contra Costa County Flood Control and Water Conservation District (CCCFCWCD) requested the City of Oakley to grant an Access Easement on a portion of Parcel B within the Cypress Grove development (Subdivision 8680) adjacent to Marsh Creek. Prior to the development of the Cypress Grove subdivision, CCCFCWCD had the ability to access the section of Marsh Creek north of Cypress Road for flood control maintenance purposes. Since the development of the Cypress Grove subdivision, Parcel B was dedicated to the City of Oakley for the landscaped area and the access path to the East Bay Regional Park District (EBRPD) trail along the east side of Marsh Creek. The Access Easement will provide ingress and egress in this area to CCCFCWCD to allow for the maintenance of Marsh Creek.

### Background and Analysis

These transactions are initiated by the Cypress Grove development project that developed around the year 2000 to 2005. The development is located just northeast of the intersection of E. Cypress Road and Marsh Creek and consists of three subdivisions, 8678, 8679 and 8680. Prior to the development, the CCCFCWCD had an access road to Marsh Creek located off of E. Cypress Road, on the north side of the railroad tracks.

The developer was allowed to remove that access road with the understanding that the CCCFCWCD could now access Marsh Creek north of the railroad tracks by using Warhol Way. The development built a new trail along Warhol Way to connect to the EBRPD trail along Marsh Creek. The CCCFCWCD needs to acquire an access easement over the trail from Warhol Way to Marsh Creek.

Plat maps and legal descriptions were prepared for the right-of-way transactions by Carlson, Barbee, and Gibson, who were the engineer for the developer through 2010.

**Fiscal Impact**

There is no fiscal impact associated with the grant of this Access Easement to the CCCFCWCD.

**Conclusion**

Staff recommends that the City Council adopt the resolution authorizing the City Manager to sign the Access Easement on behalf of the City.

**Attachments**

- 1) Resolution
- 2) Access Easement

**RESOLUTION NO. XX- 16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING AN ACCESS EASEMENT FROM THE CITY OF OAKLEY TO CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RELATED TO ASSESSOR'S PARCEL NUMBER 037-500-092 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ACCESS EASEMENT**

**WHEREAS**, the City of Oakley is the fee title owner of Parcel B of Subdivision 8680, also referred to as Assessor's Parcel Number 037-500-092; and

**WHEREAS**, Parcel B is adjacent to the Marsh Creek and owned by the Contra Costa County Flood Control and Water Conservation District; and

**WHEREAS**, the Access Easement is necessary to allow the Contra Costa County Flood Control and Water Conservation District to have ingress and egress of a portion of Parcel B for flood control purposes for Marsh Creek; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the City Council of the City of Oakley approve the Access Easement from the City of Oakley to Contra Costa County Flood Control and Water Conservation District affecting a portion of Parcel B of Subdivision 8680 as more particularly and precisely described in Exhibit A attached hereto and the City Manager is hereby authorized to execute the Access Easement.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on this 12<sup>nd</sup> day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

ATTEST:

\_\_\_\_\_  
Kevin Romick, Mayor

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

\_\_\_\_\_  
Date



Recorded at the request of:  
Contra Costa County Flood  
Control & Water Conservation  
District

Return to:  
Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Olivia D. Reynolds

Portion of Assessor's Parcel No. 037-500-092  
FCPID: 5095

**ACCESS EASEMENT**

**THIS INDENTURE**, made by and between the City of Oakley, a municipal corporation, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California, hereinafter called the GRANTEE,

**WITNESSETH:**

That the GRANTOR, for value received, hereby grants to the GRANTEE a perpetual easement and right of way for ingress and egress purposes, in, under, along, and across that certain real property in the County of Contra Costa, State of California, described as follows:

**FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

The easement herein granted shall include the right by said GRANTEE, its officers, agents and employees, and by persons under contract with it and their employees whenever and wherever necessary for flood control purposes, to enter upon said land with personnel, vehicles and equipment, to remove all trees, vegetation and structures thereon that interfere with the purpose for which the easement herein is granted.

It is understood that GRANTEE is not responsible for repairing or replacing any of GRANTOR's improvements including, but not limited to, the driveway, concrete ramp, and bollards within the area described in Exhibit "A" herein, unless damage is a result of the GRANTEE's negligence or misconduct.

**TO HAVE AND TO HOLD**, all and singular, the rights above described unto the GRANTEE and the GRANTEE'S successors and assigns forever.

**IN WITNESS WHEREOF**, the GRANTOR has executed this indenture this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY**  
City of Oakley, a municipal corporation

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

Attest:

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

**ABOVE SIGNATURES MUST BE NOTARIZED**

PORTION OF PARCEL B, SUBDIVISION 8680 (486 M 1)  
CONTRA COSTA COUNTY

FCD PARCEL 5095

JANUARY 20, 2010  
JOB NO.: 0985-010  
ACCESS EASEMENT FOR THE  
CONTRA COSTA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT (CCCFC & WCD)  
FROM THE CITY OF OAKLEY

EXHIBIT 'A'

LEGAL DESCRIPTION

REAL PROPERTY, SITUATE IN THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA,  
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL B, AS SAID PARCEL B IS SHOWN AND DESIGNATED  
ON THE MAP OF SUBDIVISION 8680, RECORDED FEBRUARY 23, 2005, IN BOOK  
476 OF MAPS AT PAGE 1, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA  
COSTA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHWESTERN LINE  
OF SAID PARCEL B, ALONG THE ARC OF A NON-TANGENT 464.00 FOOT RADIUS  
CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  
55°10'15" WEST, THROUGH A CENTRAL ANGLE OF 12°02'06", AN ARC DISTANCE  
OF 97.46 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID  
NORTHWESTERN LINE, ALONG SAID 464.00 FOOT RADIUS CURVE TO THE LEFT,  
FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 67°12'21" WEST,  
THROUGH A CENTRAL ANGLE OF 07°15'41", AN ARC DISTANCE OF 58.81 FEET;

THENCE, LEAVING SAID NORTHWESTERN LINE, SOUTH 74°28'02" EAST 10.00  
FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 474.00 FOOT RADIUS CURVE TO THE  
RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 74°28'02" WEST,  
THROUGH A CENTRAL ANGLE OF 03°37'37", AN ARC DISTANCE OF 30.01 FEET;

THENCE, SOUTH 01°50'13" EAST 90.61 FEET;

THENCE, ALONG THE ARC OF A TANGENT 179.00 FOOT RADIUS CURVE TO THE  
LEFT, THROUGH A CENTRAL ANGLE OF 20°02'35", AN ARC DISTANCE OF 62.62  
FEET;

THENCE, ALONG THE ARC OF A COMPOUND 24.00 FOOT RADIUS CURVE TO THE  
LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 68°07'12" EAST,  
THROUGH A CENTRAL ANGLE OF 87°27'30", AN ARC DISTANCE OF 36.63 FEET TO  
A POINT ON THE EASTERN LINE OF SAID PARCEL B;

THENCE, ALONG SAID EASTERN LINE, ALONG THE ARC OF A NON-TANGENT 272.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 63°16'40" EAST, THROUGH A CENTRAL ANGLE OF 9°15'18", AN ARC DISTANCE OF 43.94 FEET;

THENCE, LEAVING SAID EASTERN LINE, ALONG THE ARC OF A NON-TANGENT 19.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 52°54'33" EAST, THROUGH A CENTRAL ANGLE OF 86°59'34", AN ARC DISTANCE OF 28.85 FEET;

THENCE, SOUTH 40°05'53" WEST 12.00 FEET;

THENCE, NORTH 49°54'07" WEST 8.43 FEET;

THENCE, ALONG THE ARC OF A TANGENT 193.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL OF 48°03'54", AN ARC DISTANCE OF 161.91 FEET;

THENCE, NORTH 01°50'13" WEST 63.97 FEET;

THENCE, NORTH 67°12'21" WEST 7.42 FEET TO SAID POINT OF BEGINNING.

CONTAINING 4,993 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

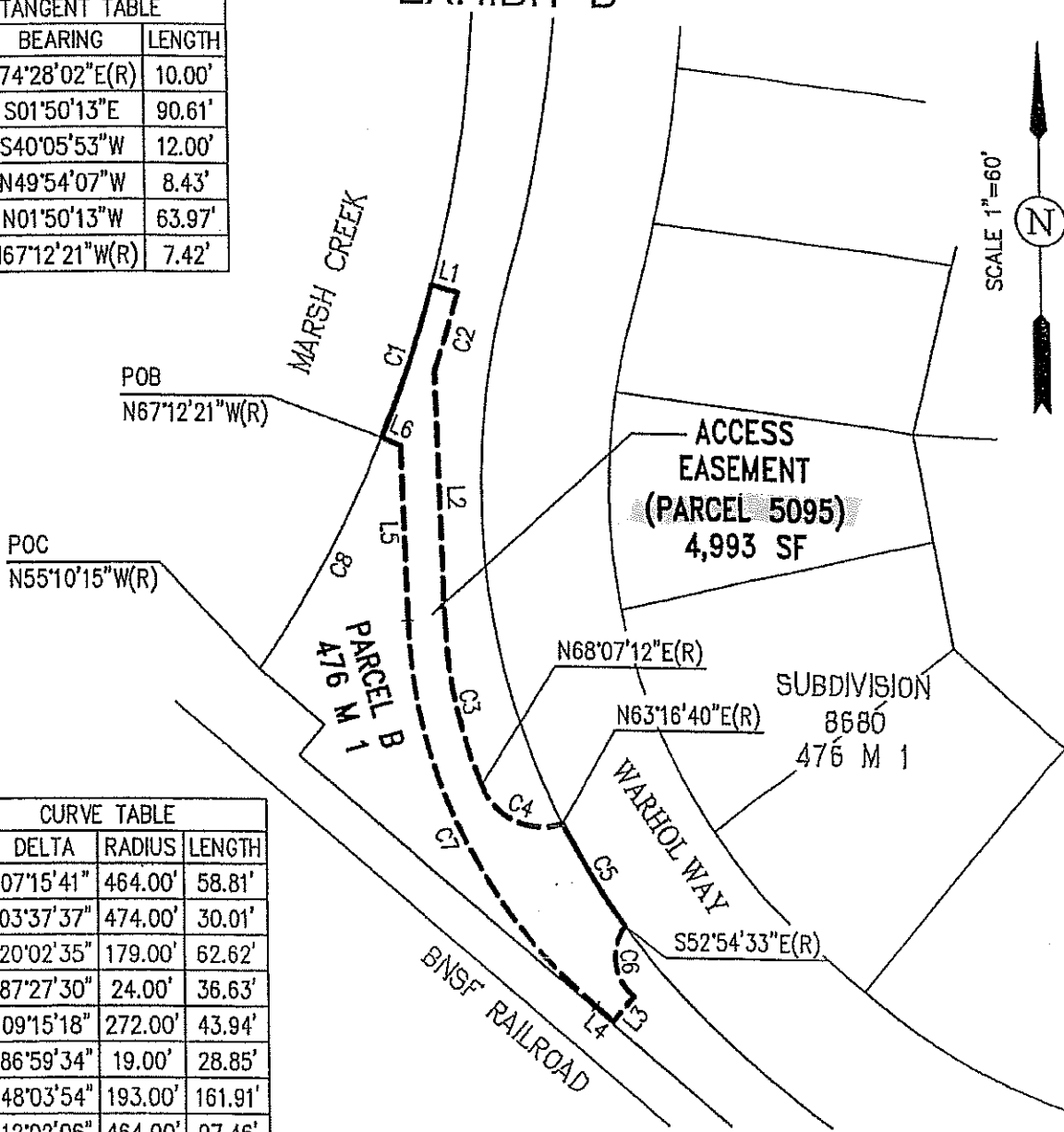
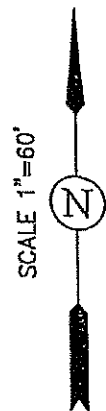


*Christopher S. Harmison*

CHRISTOPHER S. HARMISON, P.L.S.  
L.S. NO. 7176  
EXPIRES: DECEMBER 31, 2011

# EXHIBIT 'B'

TANGENT TABLE		
NO.	BEARING	LENGTH
L1	S74°28'02"E(R)	10.00'
L2	S01°50'13"E	90.61'
L3	S40°05'53"W	12.00'
L4	N49°54'07"W	8.43'
L5	N01°50'13"W	63.97'
L6	N67°12'21"W(R)	7.42'



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	07°15'41"	464.00'	58.81'
C2	03°37'37"	474.00'	30.01'
C3	20°02'35"	179.00'	62.62'
C4	87°27'30"	24.00'	36.63'
C5	09°15'18"	272.00'	43.94'
C6	86°59'34"	19.00'	28.85'
C7	48°03'54"	193.00'	161.91'
C8	12°02'06"	464.00'	97.46'

## PLAT TO ACCOMPANY LEGAL DESCRIPTION ACCESS EASEMENT

CONTRA COSTA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT (CCCFC&WCD)

CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

DATE: NOVEMBER 2009

CCCFC & WCD DRAWING NO. FA-20,027

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

CIVIL ENGINEERS • SURVEYORS • PLANNERS

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

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



## STAFF REPORT

Approved and Forwarded to the City Council:

Bryan Montgomery, City Manager

Date: March 24, 2016  
To: Bryan H. Montgomery, City Manager  
From: Troy Edgell, Code Enforcement Manager  
Subject: Resolution Confirming the Costs for Abatement of Weeds and Debris at APN 033-090-046 (Vacant Lot on Hill Ave)

### Background and Analysis

The Code Enforcement Division is charged with enforcing those provisions that deal primarily with the failure of a property owner to care for and maintain their property, so much so, that it becomes a public nuisance.

On 9 September 2015 Code Enforcement received a complaint regarding overgrown weeds, trash, debris, and someone living in an RV on a Hill Avenue vacant lot. Code Enforcement investigated and sent a Correction Notice requesting the RV be removed and the weeds, trash, and debris abated. Upon re-inspection on 21 September 2015 the RV was removed. The other violations were still in existence. Over a period of six (6) months seven (7) formal requests for voluntary abatement of the weed, trash, and debris violations were sent to the legal property owner and went without correction.

On 7 January 2016 a letter informing the owner that an Order to Abate (OTA) was being prepared and the owner had 30 days to either seek an appeal or cure the violation. The OTA was sent via certified mail and signed for on 12 January 2016 by an occupant at the address of the legal owner of record.

In this specific case Code Enforcement erred on the side caution. Weed and Refuse abatements of vacant properties may be performed after a ten (10) day notice to cure expires. However, this property owner was provided a much greater period to cure because OMC 4.29 (Neighborhood Preservation) guidelines were used vice the less restrictive OMC 4.26 (Weed and Refuse) guidelines. If OMC 4.26 was used then the owner would only be provided 10 days to cure the violation and 7 days to appeal.

The property was re-inspected 11 February 2016 and the nuisances were not abated. On 8 March 2016 a Third Party contractor performed the abatement of the nuisance.

The purpose of this resolution is to ensure the City's expenses for performing the abatement are recovered.

**Subject:** Resolution Confirming the Costs for the Abatement of a Public Nuisance and Directing a Special Assessment and Lien Upon such Parcel

**Date:** January 19, 2016

**Page 2 of 2**

---

Direct assessment collections of abatements must be confirmed by the City Council. To ensure this action takes place, we are seeking confirmation of the abatement and associated costs as required by OMC 4.26.016.

Per OMC 4.26.016, after completion of any abatement work performed, the computation of costs, including administrative and legal costs, shall be transmitted to the City Council. The owner is given 10 calendar days' notice, by certified mail or registered mail, of the hearing at which the Council will consider the costs. The owner may file an appeal of the costs within 7 calendar days of the date on which the notice was mailed; the appeal shall state the grounds for the appeal. The Council shall hold a hearing to confirm the costs and consider any appeal. Its determination shall be final, and if confirmed by resolution, the costs shall become a special assessment against and lien upon the property. The proposed date for this hearing, if necessary, or confirmation of costs is 12 April 2016.

### **Fiscal Impact**

Adoption of the Resolution will authorize Staff to invoice the property owner and provide 30 days for collection of amount due. If invoice is not paid, the Resolution allows the City to place a lien on the property and collect the amount due, if necessary, via direct assessment on the 2016-2017 tax roll.

### **Recommendation**

Staff recommends the Council adopt the attached Resolution confirming the costs for abatement of the public nuisance and directing a special assessment and lien upon such parcel if the amount due is not paid in full by 13 May 2016.

### **Attachments**

Resolution  
Cost Report



**RESOLUTION NO. \_\_-16**

**A RESOLUTION OF THE OAKLEY CITY COUNCIL CONFIRMING THE COST FOR ABATEMENT OF A PUBLIC NUISANCE AND DIRECTING A SPECIAL ASSESSMENT AND LIEN UPON SAID PARCEL**

**WHEREAS**, the Oakley Municipal Code establishes standards in Law to protect the health and safety of the Community; and

**WHEREAS**, the City's Code Enforcement Division is tasked with addressing violations of these codes, so as to ensure the health and safety of the Community; and

**WHEREAS**, the property listed in Exhibit A attached had violations which required abatement by the City through the Code Enforcement Division; and

**WHEREAS**, the cost incurred by the City to abate the violations is shown in the Exhibit, and such cost remains unreimbursed to date; and

**WHEREAS**, the City seeks to confirm this cost, and if it remains unpaid after May 13, 2016, seeks authorization to lien the property and collect the amount due via direct assessment on the Fiscal Year 2016-2017 property tax roll.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Oakley hereby confirms the cost for said property, and if remaining unreimbursed after May 13, 2016, authorizes Staff to lien the property and submit it as a direct assessment for collection on the 2015-2016 property tax roll.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 12<sup>th</sup> day of April, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

\_\_\_\_\_  
Kevin Romick, Mayor

ATTEST:

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

\_\_\_\_\_  
Date

## HILL AVE VACANT LOT

APN: 033-090-046

OWNER: KHAN IRFAN 41439 TIMBER CREEK TER. FREMONT, CA 94539

## COST REPORT

Case CE-15-1355

ADDRESS	CONTRACTOR COST*	ADMINISTRATIVE COSTS**	CITY CLERK/PUBLICATIONS***	TOTAL COST
APN: 033-090-046 OAKLEY, CA 94561	\$2,200.00	(\$95.43/HOUR X 4.5 Hours = \$429.44	(\$122.81/HOUR X .5 HOURS = \$61.41 PUBLICATION COST: \$130.72 TOTAL: \$192.13	\$2,821.57

\*Invoice attached

\*\*Administrative costs include 4.5 hours of administrative time for the period 9 September 2015 through 8 March 2016 at the hourly rate of \$95.43 (as identified in the 2015/2016 Overhead and Inter-fund Charges Schedule), including site visits to the property, receipts and responses to complaints, numerous attempts via certified and regular mail seeking voluntary compliance, travel to and from property to re-inspect for compliance, meetings with contractors to discuss scope of work, perform post-work, taking and printing photographs before, during, and after abatement work, writing and editing Code Enforcement reports.

\*\*\*City Clerk costs include researching and publishing Order to Abate. Publication charges available on demand.



# OAKLEY



CALIFORNIA

## STAFF REPORT

**Date:** April 5, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Deborah Sultan, Finance Director  
**SUBJECT:** Authorize purchase of Network Array for the City Information Technology will System

Approved and Forwarded to the City Council:

  
Bryan Montgomery, City Manager

### Background and Analysis

In the designated Equipment Replacement Fund we have allocated \$90,000 for the replacement of the network disk array that provides hard disk space for the Oakley City Hall and PD Servers. The original Disk Array purchased in 2009 has now reached its end of life and is running seriously low on free disk space and needs to be replaced. This disk array is used to provide hard drive space to all virtual servers in the Oakley Cloud in a redundant fashion.

This purchase qualifies as exempt from the City's competitive bidding requirement because it involves goods of a technical nature that makes it difficult for a vendor to bid on a standard set of specifications. While there are products in the marketplace that are similar to what we need, none match up exactly, given that XIO is an offshoot of Seagate and has access to proprietary technology. Our Network Manager at Antai Solutions has worked with XIOTECH directly and received authorization from their management for a special price for Oakley. (The normal list price for a similarly configured Disk array is in excess of \$97,000). We have also confirmed with several other reputable vendors that this product is only available direct from this manufacturer.

The age of the original system, purchased in 2009, is an issue and the warranty cannot be renewed with the manufacturer. While the allocation of space has been done judiciously, the amount of free disk space currently available does not provide for projected growth or for future needs of the City. We have an immediate need for 1-2 new servers that cannot be satisfied until the disk array system is replaced. (Every time a new virtual server is launched instead of a physical one, the City saves approximately \$12,000 in hardware, software and labor).

The intended replacement is from XIO Technology and includes a number of benefits that were not available in 2009. The most important is that the hard drives do not have to be replaced individually as the drives come from the factory hard wired to the chassis. As XIOTECH is an offshoot of Seagate Technologies, it has access to proprietary Seagate technology which allows them to repair soft errors in hard drives on "on the fly". In addition, they provide a "hidden" 30% additional space that is used to replace hard errors instead of

shipping out a replacement drive. The XIO disk array includes a 5 year warranty in the base price. This system will fit into our existing Oakley cloud seamlessly.

**Fiscal Impact**

The purchase of the array for \$72,852.70 and \$8,500 for the labor to install it for a total of \$81,352.70 will impact the Equipment Replacement Fund.

**Recommendation**

Staff recommends the City Council authorize the purchase of the new disk array from XIOTECH for 72,852.70.



## STAFF REPORT

**Date:** April 12, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kenneth W. Strelow, Senior Planner  
**SUBJECT:** Duarte Ranch 9027 Tentative Map Extension (TME 01-16)

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### **SUMMARY**

This is a continued public hearing on a request by Richard Sestero of Seeno Homes ("Applicant") for approval of a Tentative Map Extension for the project known as Duarte Ranch Subdivision 9027 ("Project"). The map is currently set to expire on May 8, 2016. Duarte Ranch Subdivision consists of approximately 29 acres subdivided into 116 detached single family residential lots and a 2.1 acre park. The project is located at the southeast corner of Laurel Road and Rose Avenue and zoned P-1 (Planned Unit Development) District. APNs 034-260-024, 025, and 026.

Staff recommends the City Council adopt the resolution approving Duarte Ranch 9027 Tentative Map Extension (TME 01-16), as conditioned.

### **BACKGROUND**

The public hearing was originally opened on March 22, 2016. The City Council voted to continue the public hearing to April 12, 2016 to allow adequate time to provide public hearing notices to all owners of properties with 500 feet of the project boundaries, as well as the standard list of outside agencies and entities requesting such notice. No public comments were submitted and no deliberation of the project took place at the March 22, 2016 meeting.

#### **General Plan and Zoning**

The General Plan Land Use Designation for the project site is *Single Family Residential, High Density* as depicted in the [Oakley 2020 General Plan](#) Figure 2-2 (Land Use Diagram). The site is zoned "P-1" (Planned Unit Development) District, which was approved along with a development plan for the Duarte Ranch Subdivision project.

### Previous Entitlements and Subdivision Extensions

The Duarte Ranch Subdivision 9027 Tentative Map was originally approved by the Oakley City Council on May 8, 2006 through adoption of Resolution 76-06. Approval of the rezone to P-1 District was on May 22, 2006 through adoption of Ordinance 08-06. Originally, the tentative map was conditioned to expire three (3) years after the approval (or May 8, 2009). However, through multiple state-wide automatic map extensions<sup>1</sup> the tentative map expiration date was pushed out for an additional seven (7) years, or to May 8, 2016.

After the original applicant, Heartwood Communities Inc., broke ties with the project, the non-inhabited and larger portion of the project was purchased by Discovery Builders (a sister company of Seeno Homes) in 2007. In 2015, the applicant approached the City with interest to proceed with development on Duarte Ranch, and with a request to modify specific conditions of approval in order to make the project more feasible. On November 10, 2015, the City Council adopted Resolution 131-15, which deleted conditions of approval 55 and 56, and modified conditions of approval 41, 42, 46, 58, 59 from the original Resolution 76-06. In summary, the deleted conditions would have required the developer to acquire, dedicate and improve private property across the streets from the project's west and north property lines; a practice not common with City of Oakley tentative maps. The modified conditions clarified language related to stormwater treatment, street light construction, and right of way dedication.

### **PROJECT DESCRIPTION**

The applicant is requesting an extension to the entitlement of the approved tentative map in order to allow adequate time to complete what is expected to be two main phases of the project. According to the applicant, plans to begin Phase 1 of the project will begin this year, but it is unknown if the market will allow for Phase 2 to be feasible. It is also unknown if recording the Final Map will provide for an automatic extension, which is dependent on the dollar amount of off-site improvements. Given these unknowns, the applicant has requested a three (3) year extension, which would result in the tentative map expiring on May 8, 2019.

### **ENVIRONMENTAL REVIEW**

It can be seen with certainty that the request for an extension to the tentative map will not result in any new physical impacts to the project, and therefore not result in any new significant environmental impacts. The project falls within the scope of the original California Environmental Quality Act (CEQA) analysis and no further environmental analysis is required.

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<sup>1</sup> SB 1185 (2008) – 12 months, AB 333 (2009) – 24 months, AB 208 (2011) – 24 months, and AB 116 (2013) – 24 months.

## **ANALYSIS**

The Subdivision Map Act (Government Code 66452.6 (e)) allows the governing body with authority to approve a tentative map to extend that approval for a period not to exceed six (6) additional years from the original expiration date. That original expiration date would include any automatic extensions, such as those mentioned above, and the extension does not have to occur in one approval. In other words, the City may grant multiple approvals on the same map, so long as requests for extensions are submitted prior to expiration of the tentative map.

The applicant is requesting a three (3) year extension to the tentative map approval. Staff is recommending a one (1) year extension in order to encourage the applicant/developer to continue processing the development in a timely manner, consistent with what was presented to Staff and the City Council at the time the developer requested deletions and modifications to the original conditions of approval. Staff has communicated to the applicant that if construction is started and continues to move forward on a phase 1, and it is found that offsite improvements would not constitute an automatic extension of the tentative map, that Staff would recommend approval of additional discretionary extensions, if needed. The applicant has been notified of this recommendation and is in agreement.

### **Conditions of Approval**

Pursuant to the Subdivision Map Act, the City Council may approve or conditionally approve extensions to a tentative map. For this extension, the City's Public Works and Engineering Department is requesting the City Council 1) replace conditions 85, 86, 87 and 90 from Resolution 76-06 (original TM approval) with a single condition to that will combine them, and 2) replace condition 88 from Resolution 76-06 with a single condition that will update the language. The conditions requested for modification in this action were not modified by Resolution 131-15.

The first new condition would require the developer to annex in to the City's recently established Community Facilities District No. 2015-2 (CFD No. 2015-2), which provides a funding mechanism to mitigate the Development's fiscal impact associated with the City's regional, community, and neighborhood parks, public area landscaping, street lights, and storm water facilities, which replaces the need for the other conditions. The condition would also allow the developer to establish an alternative and acceptable funding mechanism.

The second new condition would update the language related to annexing into the City's Special Police Tax Area District, which provides a funding mechanism to mitigate the development's impact on the City's police services budget. The condition would also allow the developer to establish an alternative and acceptable funding mechanism.

It is noted here and referenced in the proposed resolution's findings that all conditions of approval in Resolution 76-06 that were not modified through adoption of Resolution 131-15

(as described in the “Background” above) or in the proposed resolution are still in full effect for this tentative map. Likewise, all conditions in Resolution 131-15 are still in effect for the tentative map.

### **FINDINGS**

Complete draft findings are included in the attached resolution.

### **RECOMMENDATION**

Staff recommends the City Council adopt the resolution approving Duarte Ranch 9027 Tentative Map Extension (TME 01-16), as conditioned.

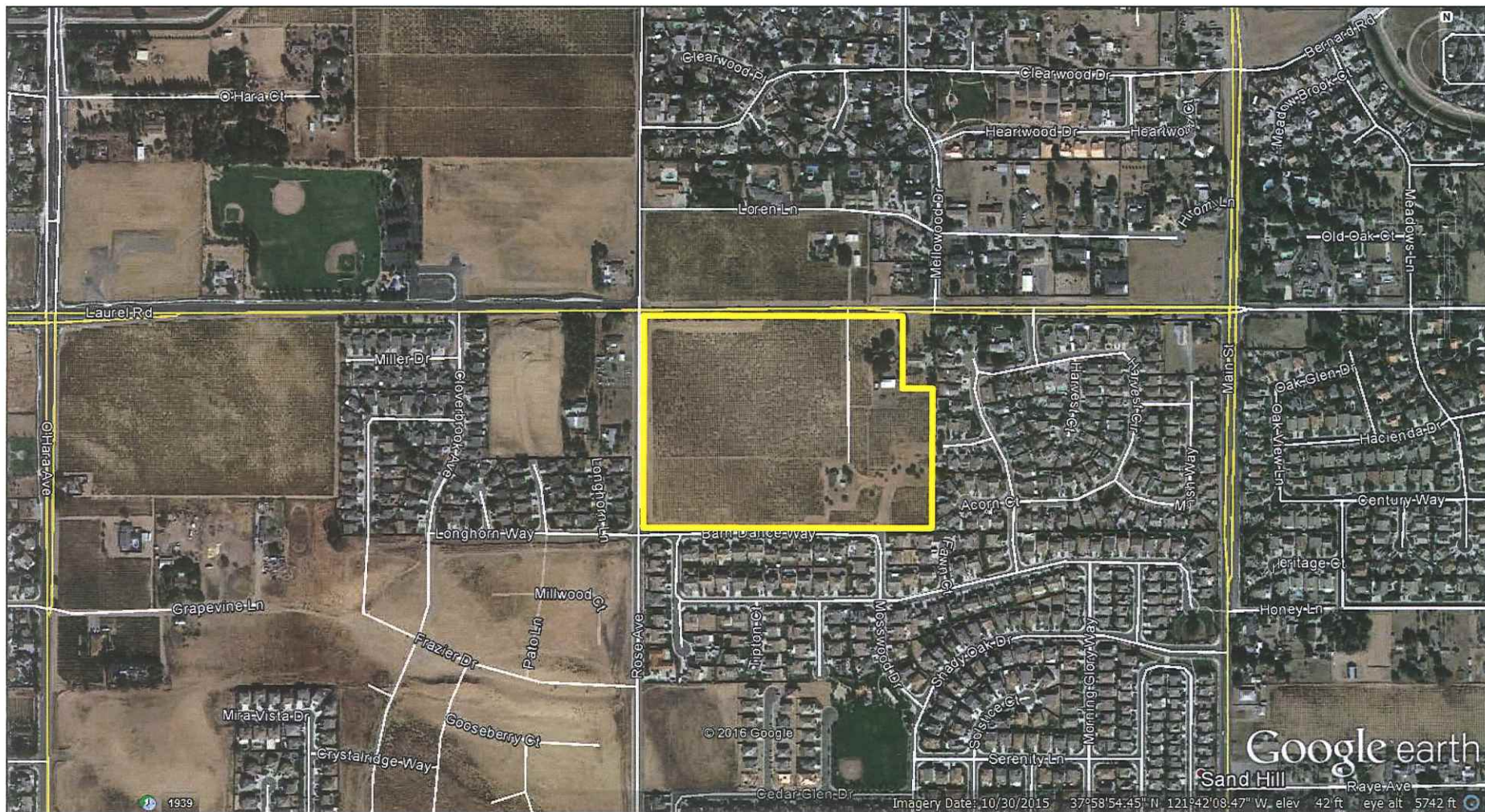
### **ATTACHMENTS**

1. Vicinity Map
2. Public Hearing Notice
3. Draft Resolution



# Vicinity Map

## Duarte Ranch 9027 Tentative Map Extension (TME 01-16)





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

## NOTICE OF PUBLIC HEARING

Notice is hereby given that on **April 12, 2016** at 6:30 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a Public Hearing at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering an application for a **Tentative Map Extension**.

**Project Name:** Duarte Ranch 9027 Tentative Map Extension (TME 01-16)

**Project Location:** Southeast corner of Laurel Road and Rose Avenue, Oakley, CA 94561. APN 034-260-024, 025, and 026.

**Applicant:** Richard Sestero, Seeno Homes, 4021 Port Chicago Hwy., Concord, CA 94520.

**Request:** This is a continued public hearing on a request for approval of a Tentative Map Extension. The applicant is requesting to extend the approval of Tentative Map 9027 (known as "Duarte Ranch Subdivision") for an additional three (3) years. The map is currently set to expire on May 8, 2016. Duarte Ranch Subdivision consists of approximately 29 acres subdivided into 116 detached single family residential lots and a 2.1 acre park. The project is zoned P-1 (Planned Unit Development) District.

The Staff Report and its attachments will be available for public review, on or after April 8, 2016 at City Hall, 3231 Main Street, Oakley, CA 94561 or on the City's website [www.oakleyinfo.com](http://www.oakleyinfo.com).

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

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



## RESOLUTION NO. XX-16

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING A TENTATIVE MAP EXTENSION FOR THE PROJECT KNOWN AS DUARTE RANCH 9027 TENTATIVE MAP EXTENSION (TME 01-16)****FINDINGS**

**WHEREAS**, on February 18, 2016, Richard Sestero of Seeno Homes ("Applicant") filed an application requesting approval of a Tentative Map Extension for the project known as Duarte Ranch Subdivision 9027 ("Project"). The project is located at the southeast corner of Laurel Road and Rose Avenue and zoned P-1 (Planned Unit Development) District. APNs 034-260-024, 025, and 026; and

**WHEREAS**, on February 18, 2016, the project application was deemed complete per Government Code section 65920 et. seq; and

**WHEREAS**, the map is currently set to expire on May 8, 2016; and

**WHEREAS**, Duarte Ranch Subdivision consists of approximately 29 acres subdivided into 116 detached single family residential lots and a 2.1 acre park; and

**WHEREAS**, the General Plan Land Use Designation for the project site is Single Family Residential, High Density as depicted in the Oakley 2020 General Plan Figure 2-2 (Land Use Diagram). The site is zoned "P-1" (Planned Unit Development) District, which was approved along with a development plan for the Duarte Ranch Subdivision project; and

**WHEREAS**, the tentative map was originally approved by the Oakley City Council on May 8, 2006 through adoption of Resolution 76-06. Approval of the rezone to P-1 District was on May 22, 2006 through adoption of Ordinance 08-06; and

**WHEREAS**, on November 10, 2015, the City Council adopted Resolution 131-15, which deleted conditions of approval 55 and 56, and modified conditions of approval 41, 42, 46, 58, 59 from the original approval Resolution 76-06; and

**WHEREAS**, it can be seen with certainty that the request for an extension to the tentative map will not result in any new physical impacts to the project, and therefore not result in any new significant environmental impacts. The project falls within the scope of the original California Environmental Quality Act (CEQA) analysis and no further environmental analysis is required; and

**WHEREAS**, on March 11, 2016, the Notice of Public Hearing for the project was published in the Contra Costa Times, and on March 12, 2016 it was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road; and

**WHEREAS**, on March 22, 2016, the City Council opened the public hearing and continued the item to the April 12, 2016 meeting in order to allow adequate time to notice responsible agencies and owners of property within 500 feet of the subject property's boundaries; and

**WHEREAS**, on March 31, 2016, the Notice of Public Hearing for the project was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project location, and mailed out to all owners of property within 500 feet of the project boundaries, outside agencies, and parties requesting such notice; and

**WHEREAS**, on April 12, 2016, the City Council continued the public hearing and received a report from City Staff, oral and written testimony from the applicant and public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

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

**WHEREAS**, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, the Subdivision Map Act, Vesting Tentative Map 9027, the project's P-1 District and Final Development Plan, and the information submitted to the City Council at its April 12, 2016 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Subdivision (hereafter the "Record").

**NOW, THEREFORE, 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 Duarte Ranch 9027 Tentative Map Extension (TME 01-16), the City Council finds that:
1. The proposed tentative map extension does not modify any of the original tentative map's design, and therefore, all of the findings made on the original tentative map (City Council Resolution 76-06) are still valid and apply to this extension; and
  2. All conditions of approval in City Council Resolution 76-06, not otherwise modified by City Council Resolution 131-15 or this resolution, are still in effect; and

3. All conditions of approval in City Council Resolution 131-15, not otherwise modified by this resolution, are still in effect

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 Duarte Ranch 9027 Tentative Map Extension (TME 01-16), subject to the following conditions:

**THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT UNLESS OTHERWISE NOTED (BOLD CONDITIONS ADDED OR AMENDED AT PUBLIC HEARING):**

#### **Planning Department Conditions**

1. Applicant shall comply with the requirements of the Oakley Municipal Code and applicable Conditions of Approval from City Council Resolution Nos. 76-06 and 131-15, as well as City Council Ordinance No. 08-06. Any exceptions must be stipulated in these Conditions of Approval.
2. This approval shall extend the period of the tentative map for a period of one (1) additional year, resulting in Tentative Map 9027 expiring on May 8, 2017, unless it is further extended pursuant to the Subdivision Map Act or other automatic extensions. This extension shall constitute one (1) year of the maximum six (6) years of discretionary extension(s) allowed under Government Code section 66452.6(e).
3. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.
4. The applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).

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

5. Condition of Approval Nos. 85, 86, 87 & 90 of City Council Resolution 76-06 shall be replaced with the following condition:
  - a. Either a) Annex the property to the City of Oakley's Community Facilities District No. 2015-2 (CFD No. 2015-2) which provides a funding mechanism to mitigate the Development's fiscal impact associated with the City's regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities, or b) establish a

separate funding mechanism acceptable to the City of Oakley to mitigate the Development's fiscal impact associated with the City's regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities. If the applicant elects to annex into CFD No. 2015-2, the applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of the annexation shall be paid by applicant in advance. The CFD's annual special tax rates per parcel will be set at the time of annexation. The annexation shall be completed prior to filing of the final parcel map. The applicant may defer annexation of the 12 acre remainder parcel to a later date such as recording a future map of the parcel.

6. Condition of Approval Nos. 88 of City Council Resolution 76-06 shall be replaced with the following condition:
  - a. Either a) Annex the property to the City of Oakley's Oakley Special Police Tax Area District which provides a funding mechanism to mitigate the Development's impact on the City's police services budget or b) Establish a separate funding mechanism acceptable to the City of Oakley to mitigate the Development's impact on the City's police services budget. If the applicant elects to annex into the Oakley Special Police Tax Area District, the applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of the annexation shall be paid by applicant in advance. The Oakley Special Police Tax Area District's annual special tax rates per parcel will be set at the time of annexation. The annexation shall be completed prior to filing of the final parcel map. For the homes that are occupied prior to the City receiving the first disbursement from the County on their property tax bills, the project proponent shall be responsible for paying the pro-rata share for the remainder of the fiscal year.

**Advisory Notes:**

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

- A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.
- B. The project will require a grading permit pursuant to the Ordinance Code.
- C. Applicant shall comply with the requirements of Ironhouse Sanitary District.
- D. The applicant shall comply with the requirements of the Diablo Water District.

- E. Comply with the requirements of the East Contra Costa Fire Protection District.
- F. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.
- G. This project may be subject to the requirements of the Department of Fish and Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and 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.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the April 12, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

\_\_\_\_\_  
Kevin Romick, Mayor

ATTEST:

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

\_\_\_\_\_  
Date

# OAKLEY



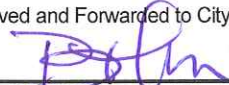
CALIFORNIA

Agenda Date: 04/12/2016  
Agenda Item: 5.1

## STAFF REPORT

**Date:** Tuesday, April 12, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Joshua McMurray, Planning Manager  
**Subject:** **Authorization to Execute a Purchase and Sale Agreement for the Purchase of Property Located at 4901 and 4907 Beldin Lane (APN's: 041-340-018 and 041-340-017) in Association with the Housing-Related Parks Program Grant Award**

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Background and Analysis

On February 10, 2015 the City Council approved a resolution authorizing the City Manager to submit an application to the State Department of Housing and Community Development for the Hosing Related Parks Program (HRP Program). The City submitted the application and on June 26, 2015 the City was notified that the application was approved and the City was awarded a conditional commitment of grant funds in the amount of \$214,100. The application stated that the awarded fund would be used to acquire land for a parking lot to service the Holly Creek Basin Neighborhood Park. If remaining funds were available after property was acquired, Staff indicated that the funds would then be used for the design/construction of the parking lot and a drinking fountain.

Since that time, Staff property owners at the end of Beldin Lane and Thomas Drive to gauge their willingness to sell their property. It became apparent that the property owner who owns the lot to the north of the terminus of Thomas Drive (2371 Oakley Road) was not in a position to negotiate at the time and therefore Staff moved on to the Beldin Lane property owners. For reference, there are three finished lots at the end of Beldin Lane, on the west side of the road as indicated in red below.



**Subject: Authorization to Execute a Purchase and Sale Agreement for the Purchase of Property Located at 4901 and 4907 Beldin Lane**

**Date: April 12, 2016**

**Page 2**

Staff was successful in reaching the property owners at 4901 and 4907 Beldin Lane and both property owners were interested in selling their property to the City. The two properties are both accessed directly off of Beldin Lane, with 4901 Beldin Lane being directly adjacent to the park. The two properties together would total approximately 15,620 square feet. Although the parking lot has not been designed, there is room for approximately 30-40 parking spaces.

It is well documented that the City is in need of programmable field space for the multiple sports leagues that operate in the City. For the months of May through August, the City had 11 different leagues request 1,142 dates to reserve fields. The City allocated 950 dates due to the lack of current fields, meaning the City could only accommodate 83% of the requests. In total, the sports leagues operating in Oakley serve 3,262 players of which 2,110 (65%) are Oakley residents.

The City currently does not program fields that don't have dedicated parking lots and that is to ensure the sports leagues are not using on-street parking that should be available for the residents in the area. In the case of the Holly Creek Basin Neighborhood Park, there has been a substantial amount of money invested into the basin to make it a usable park. There are approximately 4-acres of usable turf area that are not programmed due to the lack of parking. The proposed parking lot for the park would allow the City to program the usable turf area, which is at a premium in Oakley.

#### Neighborhood Outreach

Staff mailed out a letter to the residents along Beldin Lane that outlined the planned purchase of this property and the future use as a parking lot for the purposes of programming the Holly Creek Basin Neighborhood Park. There were two property owners that responded to the mailer. Both property owners share similar concerns that have to deal with safety, traffic, crime and other related issues. Staff offered up several meetings in an effort to both listen to the concerns and to discuss possible solutions. Only one of the property owners agreed to meet and although the meeting was productive, attempts to set up additional meetings were not successful.

In listening to the residents concerns, Staff has come up with several project components which could be incorporated into the final design of the parking lot. These items are as follows:

- Install a gate at the entrance of the parking lot that can be set to open and close with a photocell or other timing device. This would ensure that the parking lot was only being used at the times the park is operational.
- Install parking lot lights, shielded the glare onto adjacent residential properties. This would ensure the parking lot is adequately lit to discourage crime or vandalism.

**Subject: Authorization to Execute a Purchase and Sale Agreement for the Purchase of Property Located at 4901 and 4907 Beldin Lane**

**Date: April 12, 2016**

**Page 3**

- Install security cameras that monitor the parking lot and the adjacent portion of Beldin Lane. This would provide for an added security measure to deter crime and vandalism.
- Install perimeter fencing around the parking lot. This would provide for a defined boundary separating the residential uses from the parking lot.

Staff believes that with these project components in place, along with additional coordination between the residents and the Oakley Police Department, a majority of the concerns the residents have will have been addressed.

### **Purchase Agreement**

The attached Purchase and Sale Agreement's contains the terms for the purchase of the property. The purchase price for the property at 4901 Beldin Lane is \$115,000 and at 4907 Beldin Lane is \$87,500. In order to come up with a value for the two properties, Staff had two separate appraisals completed prior to making a tentative offer to the property owners. The appraisals for 4901 and 4907 Beldin Lane came up with values of \$112,000 and \$85,000 respectively. Both property owners requested an approximately 3% increase of their property's' respective appraised value which has been accommodated in the final numbers as listed above.

The purchase of the two properties and the two appraisals will expend a majority of the grant funds. Any remaining funds will be used towards the design of the parking lot.

### **Fiscal Impact**

The City has been awarded \$214,100 from the HRP Program. There is no match requirement for HRP Program funds. Therefore, there would be no fiscal impact to the City's General Fund for the purchase of 4901 and 4907 Beldin Lane.

### **Recommendation**

Staff recommends that the Council adopt the resolution approving the Purchase and Sale Agreement for the purchase of property located at 4901 and 4907 Beldin Lane (APN's: 041-340-018 and 041-340-017) in association with the Housing-Related Parks Program Grant Award.

### **Attachments**

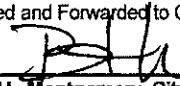
1. February 10, 2015 Staff Report
2. August 11, 2015 Staff Report
3. Draft Purchase and Sale Agreements for 4901 and 4907 Beldin Lane
4. Proposed City Council Resolution



Agenda Date: 02/10/2015Agenda Item: 3.10**STAFF REPORT**

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

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager**Background**

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

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

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

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

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

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

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

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

**Fiscal Impact**

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

**Recommendation**

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

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

**Attachments**

1. Proposed City Council Resolution

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

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

## STAFF REPORT

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

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Background

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

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

### Fiscal Impact

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

### Recommendation

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

### Attachments

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



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

## STAFF REPORT

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

Approved and Forwarded to City Council

  
Bryan H. Montgomery, City Manager

### Background

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

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

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

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

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

**Subject: HRP Program Resolution**

**Date: February 10, 2015**

**Page 2**

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

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

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

**Fiscal Impact**

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

**Recommendation**

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

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

**Attachments**

1. Proposed City Council Resolution

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

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

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

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

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

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

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

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



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

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is entered into this \_\_\_\_\_, 2016 (the date upon which this Agreement was approved by the governing board of the City of Oakley, and hereinafter referred to as (the "**Effective Date**") by and between the \_\_\_\_\_, a \_\_\_\_\_ (collectively, "**Seller**"), and the City of Oakley, a political subdivision of the State of California ("**Buyer**"). Seller and Buyer are hereinafter referred to collectively as the "**Parties**".

**WHEREAS**, Seller is the owner of that certain real property in the City of Oakley, Contra Costa County, California, known as APN 041-340-018, located at 4901 Beldin Lane in the City of Oakley, California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**");

**WHEREAS**, in accordance with the terms and conditions contained herein, Buyer desires to purchase, and Seller desires to sell, the Land together with all improvements located thereon and all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Land (all of the foregoing collectively hereinafter, the "**Property**");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Agreement to Sell and Purchase; As Is Purchase.** Seller agrees to sell and Buyer agrees to purchase the Property subject to the terms and conditions of this Agreement.

2. **Purchase Price.** The purchase price for the Property ("**Purchase Price**") shall be One Hundred and Fifteen Thousand Dollars (\$115,000.00).

3. **Conveyance of Title.** At the close of escrow (the "**Closing**"), Seller shall convey by grant deed to Buyer marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases and taxes except:

(a) taxes for the fiscal year in which the escrow for this transaction closes, which shall be prorated as of the Closing and handled in accordance with Section 4986 of the California Revenue and Taxation Code; and

(b) the Permitted Exceptions (as defined below).

4. **Escrow; Escrow Instructions.** Within five (5) business days following the Effective Date, the Parties shall open an escrow to consummate the purchase and sale of the Property pursuant to this Agreement at the office of Old Republic Title Company located at Concord, California ("**Title Company**" or "**Escrow Agent**") or such other title company as may be mutually agreed upon by the Parties. Upon the opening of escrow, the Parties shall deposit with the Escrow Agent an executed copy of this Agreement, which collectively shall serve as the joint escrow instructions of Buyer and Seller for this transaction, together with such additional instructions as may be executed by the Parties and delivered to the Escrow Agent.

5. **Title Review; Inspection Period and "AS IS" Sale.**

(a) **Title Documents.**

(1) Within seven (7) days following the opening of escrow, Seller shall deliver or cause to be delivered to Buyer a preliminary title report ("**Preliminary Report**") on the Property issued by the Title Company, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Seller's title to the Property, together with copies of all documents relating to exceptions listed in the Preliminary Report ("**Title Exceptions**") and complete and legible copies of all instruments referred to therein, as requested by Buyer.

(2) Within ten (10) calendar days following Buyer's receipt of the Preliminary Report, Buyer shall notify Seller (the "**Disapproval Notice**") in writing of Buyer's disapproval of any Title Exception (the "**Disapproved Exceptions**"). All other Title Exceptions shall be referred to as "**Permitted Exceptions**". Buyer's failure to deliver a Disapproval Notice in accordance with the foregoing shall be deemed (i) Buyer's acceptance of the Preliminary Report and all Title Exceptions shall be deemed Permitted Exceptions and (ii) Buyer's waiver of its right to terminate this Agreement under this Section 5(a).

(3) Within (5) calendar days after receipt of the Disapproval Notice, Seller shall notify Buyer in writing which Disapproved Exceptions, if any, will be removed by Seller prior to the Closing. If Seller so elects to cure any such Disapproved Exceptions, the same shall be removed from record title by Seller at Seller's expense (or otherwise rendered acceptable to Buyer) prior to the Closing and such Disapproved Exceptions shall not constitute Permitted Exceptions. If Seller does not notify Buyer that Seller will remove all Disapproved Exceptions, Buyer shall deliver written notice to Seller and Escrow Agent within ten (10) calendar days of the date of delivery of the Disapproval Notice of Buyer's election to either: (i) terminate this Agreement; or (ii) waive its right to terminate this Agreement pursuant to this Section 5(a)(3) and consummate the purchase of the Property subject to the Disapproved Exceptions that Seller has not agreed to remove without reduction in the Purchase Price and such Disapproved Exceptions shall thereafter be deemed additional Permitted Exceptions. Buyer's failure to provide the foregoing notice shall be deemed (A) Buyer's waiver of Buyer's right to terminate this Agreement under Section 5(a)(3)(i) and (B) Buyer's election to consummate the purchase in accordance with Section 5(a)(3)(ii).

(4) It shall be a condition of the Closing that Title Company shall deliver to Buyer, within five (5) days after Buyer has waived or deemed to have waived its right to terminate the Agreement under this Section 5(a)(3), and in no event later than seven (7) days prior to the Closing, a title commitment for an CLTA Title Insurance Policy ("**Title Policy**") to be issued by Title Company in the amount of the Purchase Price for the benefit and protection of Buyer, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions, including such endorsements as may reasonably be requested by Buyer, and committing Title Company to issue the Title Policy to Buyer upon the Closing.

(b) **Inspection Period**

(1) Buyer acknowledges that Seller desires to sell the Property in its "as-is" condition. The parties agree that for a period of thirty (30) calendar days following the Effective Date (the "Inspection Period") Buyer may further evaluate and specifically inspect the Property. Buyer and Buyer's authorized agents and representatives, may enter onto the Property at any reasonable time upon giving the occupant

at least twenty-four hours advance notice and from time to time to survey and inspect the Property. Testing may be conducted, including, but not limited to, soil and groundwater sampling. Buyer shall pay costs of all inspection and testing services.

(2) Buyer will undertake its inspection and other due diligence of the Property at its sole cost and expense. Buyer will indemnify, protect, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Seller's reasonable attorney fees, costs, and expenses, arising from the acts or activities of Buyer or Buyer's agents or representatives in, on, or about the Property during or arising in connection with the Buyer's inspections of the Property. Buyer shall return the Property as nearly as possible to the same condition the Property was in prior to such entry or activities.

(3) If Buyer determines, in its sole discretion, that the Property is unacceptable for Buyer's purposes, Buyer may terminate this Agreement by delivering before the expiration of the Inspection Period written notice to Seller and Escrow Agent of Buyer's election to terminate this Agreement. In addition, upon such a termination, Buyer shall immediately return the Property Information (as defined below) and any other documents or materials provided by Seller to Buyer in conjunction with Buyer's inspection and investigation of the Property, and deliver to Seller, without any representation or warranty, all non-proprietary third party studies and reports obtained during the course of Buyer's inspections and investigations of the Property. If Buyer does not give notice of termination prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived its right to terminate this Agreement under this Section 5(b) and this Agreement shall continue in full force and effect.

(c) **Buyer's Reliance on Buyer's Inspection of Property; "AS IS" Purchase.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 13 OR AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT (COLLECTIVELY, "SELLER'S WARRANTIES"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR SELLER'S WARRANTIES. EXCEPT FOR SELLER'S WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. BUYER SPECIFICALLY ACKNOWLEDGES, REPRESENTS AND WARRANTS TO SELLER THAT PRIOR TO CLOSING BUYER AND ITS AGENTS WILL HAVE THOROUGHLY INSPECTED AND INVESTIGATED THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT, OTHER THAN THE SELLER'S WARRANTIES, BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. BY

BUYER PURCHASING THE PROPERTY AND UPON THE OCCURRENCE OF THE CLOSING, EXCEPT FOR A CLAIM WITH RESPECT TO SELLER'S WARRANTIES, BUYER WAIVES ANY AND ALL RIGHT OR ABILITY TO MAKE A CLAIM OF ANY KIND OR NATURE AGAINST SELLER OR ANY MEMBER THEREOF FOR ANY AND ALL DEFICIENCIES OR DEFECTS IN THE PHYSICAL CHARACTERISTICS AND CONDITION OF THE PROPERTY WHICH HAVE BEEN DISCLOSED, OR WOULD BE DISCLOSED, BY SUCH INSPECTION, AND EXPRESSLY AGREES TO ACQUIRE THE PROPERTY WITH ANY AND ALL OF SUCH DEFICIENCIES AND DEFECTS. THE PROVISIONS OF THIS SECTION 5(c) SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE GRANT DEED OR ANY OF THE OTHER CLOSING DOCUMENTS.

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

6. **Closing Documents and Funds.**

(a) Seller.

(1) Within five (5) days prior to Closing, Seller shall deposit into escrow all of the following:

- (i) a grant deed ("**Grant Deed**") duly executed and acknowledged, conveying to Buyer good and marketable fee simple title to the Property, subject only to the Permitted Exceptions;
- (ii) Seller's affidavit of non-foreign status and Seller's certification that Seller is a resident of California, each executed by Seller under penalty of perjury as required by state and federal law; and
- (iii) Such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.

(2) Unless Seller elects to have the following charges deducted from the funds to be distributed to Seller at Closing, no later than five (5) business days prior to Closing, Seller shall deposit into escrow immediately available funds in the amount necessary to pay all governmental conveyance fees.

(b) Buyer.

(1) Within five (5) days prior to Closing, Buyer shall deposit into escrow such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.

(2) No less than five (5) business days prior to the Closing, Buyer shall deposit into escrow immediately available funds in an amount is equal to:

- (i) the Purchase Price as adjusted by any prorations between the Parties; and
- (ii) the premium for the Title Policy;

- (iii) the recording fees;
- (iv) its respective notary fees; and
- (v) escrow fees.

7. **Close of Escrow.** Unless this Agreement is terminated pursuant to the terms hereof or extended by mutual written consent of the Parties, the Closing shall occur within seven (7) days of the expiration of the Inspection Period provided that in no event shall Closing occur later than June 1, 2016. The Escrow Agent shall close escrow by: (i) causing the Grant Deed to be recorded in the official records of Contra Costa County, California; (ii) issuing the Title Policy and delivering same to Buyer; (iii) delivering to Seller the monies constituting the Purchase Price less prorated amounts and charges to be paid by or on behalf of Seller; and (iv) delivering to Buyer the original Grant Deed, together with a conformed copy thereof indicating recording information thereon. Possession of the Property shall be delivered to Buyer at the Closing.

8. **Default.** The failure of either party to meet, comply with or perform any material covenant, agreement or obligation hereunder, within the time limits and in the manner required, either prior to or at Closing, for any reason other than the termination of this Agreement pursuant to a right to so terminate expressly set forth in this Agreement or if any representation, warranty or covenant set forth herein of either party is untrue or inaccurate in any material respect shall constitute a default under this Agreement. In the event of a default hereunder by Seller or Buyer, the defaulting party shall have five (5) days after receipt of written notice from the non-defaulting party to fully cure or remedy such default. If the defaulting party fails to cure a default within such 5-day period, the non-defaulting party as its sole remedy shall be entitled to (i) terminate this Agreement (by delivering notice to the non-defaulting party and Title Company); or (ii) treat this Agreement as being in full force and effect and pursue the specific performance of this Agreement.

9. **Prorations.** At the Closing, the Escrow Agent shall make the following prorations: property taxes shall be prorated as of the Closing based upon the most recent tax bill available, including any property taxes which may be assessed after the Closing but which pertain to the period prior to the transfer of title to the Property to Buyer, regardless of when or to whom notice thereof is delivered. Buyer shall pay all escrow fees and premiums for the Title Policy and Seller shall pay any documentary transfer taxes. All other closing costs shall be apportioned according to prevailing local custom in Contra Costa County, California.

10. **Buyer's Conditions to Closing.** The Closing and Buyer's obligation to purchase the Property are conditioned upon: (i) the performance by Seller of each obligation to be performed by Seller under this Agreement within the applicable time period, or the waiver by Buyer of such obligation; and (ii) the commitment by Title Company to issue and deliver the Title Policy, subject only to the Permitted Exceptions.

Should any condition to closing fail to occur, excepting any such conditions that have been waived by Buyer, Buyer shall have the right, exercisable by giving written notice to Seller, to cancel the escrow, terminate this Agreement, and recover any and all amounts paid by Buyer to Seller or deposited with the



Escrow Agent by or on behalf of Buyer. The exercise of this right by Buyer shall not constitute a waiver by Buyer of any other rights Buyer may have at law or in equity.

11. **Studies, Reports and Investigations; Governmental Approvals; Hazardous Substances**. Seller agrees to make available to Buyer within five (5) business days following the Effective Date, any and all information, studies, reports, investigations and other obligations concerning or relating to the Property which are in Seller's possession or which are reasonably available to Seller, including without limitation surveys, studies, reports and investigations concerning the Property's physical, environmental or geological condition, habitability, or the presence or absence of Hazardous Materials in, on or under the Property and the compliance by the Property with Environmental Laws (as defined in Exhibit B) (collectively, the "**Property Information**"). Buyer further acknowledges and agrees that the Property Information is given for informational purposes only and that Property Information does not constitute a representation or warranty that the adverse conditions (if any) so disclosed to Buyer are the only adverse conditions that may exist at or otherwise affect the Property and, without limiting the scope or generality of Section 5, but except for a breach of Seller Warranties, Buyer expressly assumes the risk that adverse physical, environmental, financial and legal conditions may not be revealed by Buyer's inspection and evaluation of the Property and the Property Information.

Without limiting the provisions of Sections 5(c), before expiration of the Inspection Period Seller shall deliver to Buyer a Natural Hazard Disclosure Statement with regard to the Property (the "NHDS"). Buyer acknowledges and agrees that: (a) the NHDS shall be prepared by an independent third party at Seller's request and, notwithstanding anything to the contrary in the NHDS, Seller makes no representation or warranty as to the accuracy of the information contained therein; and (b) to the extent permitted by law, Buyer releases Seller from any other obligation to make disclosures pursuant to California Government Code Sections 8589.3, 8589.4 and 51183.5 and California Public Resources Code Sections 2621.9, 2694 and 4136, and waives any claims based on or arising out of or in connection with such sections, except to the extent that Seller has actual knowledge of information contrary to that contained in the NHDS and willfully and intentionally fails to disclose such information to Buyer.

12. **Seller's Conditions to Closing**. The Closing and Seller's obligation to sell the Property pursuant to this Agreement are conditioned upon: (i) the performance by Buyer of each obligation to be performed by Buyer under this Agreement within the applicable time period, or waiver by Seller of such obligation; and (ii) Buyer's representations and warranties contained in this Agreement being true and correct as of the Effective Date and the Closing.

13. **Seller's Representations**. Seller is the owner of the Property and has all right, title and interest to transfer the same to Buyer.

14. **Seller's Covenants**. Seller covenants that from the Effective Date and through the Closing, Seller: (i) shall not permit any liens, encumbrances, or easements to be placed on the Property, other than Permitted Exceptions; (ii) shall not enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Buyer or the Property after the Closing without the prior written consent of Buyer; (iii) shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Property in its condition as of the Effective Date,

ordinary wear and tear excepted, and shall manage the Property substantially in accordance with Seller's established practices.

15. **Buyer's Representations, Warranties and Covenants.** Buyer represents, warrants and covenants that this Agreement and all other documents delivered in connection herewith, prior to or at the Closing: (i) have been duly authorized, executed, and delivered by Buyer; (ii) are binding obligations of Buyer; and (iii) do not violate the provisions of any agreement to which Buyer is a party. Buyer further represents and warrants that the persons who have executed this Agreement on behalf of Buyer have are duly authorized to do, that Buyer has the legal right to enter into this Agreement and to perform all of its terms and conditions, and this Agreement is enforceable against Buyer in accordance with its terms.

16. **Damage and Destruction.** In the event of any damage or other loss to the Property, or any portion thereof, caused by fire or other casualty prior to the Closing in an amount not exceeding \$25,000, Buyer shall not be entitled to terminate this Agreement, but shall be obligated to close the escrow and purchase the Property as provided in this Agreement, without abatement in the Purchase Price, provided that Seller shall: (i) assign and transfer to Buyer all of Seller's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Seller's insurer(s) in connection with the damage or loss, and (ii) pay to Buyer at the Closing the amount of Seller's deductible under the insurance policy or policies covering the damage or loss. In the event of damage or destruction of the Property or any portion thereof prior to the Closing in an amount in excess of \$25,000, Buyer may elect either to terminate this Agreement upon written notice to Seller, or to consummate the purchase of the Property, in which case Seller shall (i) assign and transfer to Buyer all of Seller's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Seller's insurer(s) in connection with the damage or loss, and (ii) pay to Buyer at the Closing the amount of Seller's deductible under the insurance policy or policies covering the damage or loss. In the event Buyer elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of Buyer shall be returned to Buyer, and all rights and obligations hereunder shall terminate.

17. **Brokers.** Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

18. **Assignment.** Buyer shall not have the right to assign any rights and obligations under this Agreement to any party without the prior written approval by Seller.

19. **Notices.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

**Seller:**

**Buyer:**

City of Oakley  
3231 Main Street  
Oakley, California 94561  
Attn: City Manager  
Telephone: (925) 625-7000  
Facsimile: (925) 625-9194

20. **Litigation Costs.** If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged breach or default in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs, in addition to any other relief to which such Party may be entitled.

21. **Waivers; Modification.** No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

22. **Successors.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the Parties.

23. **Provisions Not Merged With Deeds.** None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed, and neither the Grant Deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein. Without limiting the generality of the foregoing, Seller's representations, warranties and covenants contained herein shall survive the Closing.

24. **Construction**. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

25. **Action or Approval**. Where action and/or approval by Buyer is required under this Agreement, Buyer's Executive Director may act on and/or approve such matter unless the Executive Director determines in his or her discretion that such action or approval requires referral to Buyer's Board for consideration. The time periods afforded Buyer for any event, inspection, feasibility, due diligence, escrow closing or otherwise shall not be extended by any such referral to Buyer's Board.

26. **Entire Agreement**. This Agreement, including Exhibits A and B attached hereto and incorporated herein by this reference, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter thereto.

27. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

28. **Severability**. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

29. **No Third Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

30. **Parties Not Co-Venturers**. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

31. **Non-Liability of Officials, Employees and Agents**. No member, official, employee or agent of Buyer shall be personally liable to Seller or its successors in interest in the event of any default or breach by Buyer or for any amount which may become due to Seller or its successors in interest pursuant to this Agreement.

32. **Time of the Essence**. Time is of the essence for each condition, term, obligation and provision of this Agreement.

33. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

34. **Time for Performance**. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event.

If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**BUYER:**

**CITY OF OAKLEY**

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

**ATTEST:**

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City General Counsel

**SELLER:**

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(to be attached)

Exhibit B

HAZARDOUS MATERIALS; ENVIRONMENTAL LAWS

**“Environmental Laws”** shall mean all present and future federal, state and local laws, statutes, rules regulations, ordinances, standards, directives, interpretations and conditions of approval, all administrative or judicial orders or decrees and all guidelines, permits, license approvals or other entitlements, or rules of common law pertaining to the protection of the environment, natural resources, wildlife, human health or safety, or employee or community right-to-know requirements related to the work being performed pursuant to this Agreement.

**“Hazardous Materials”** means any substance, material or waste which is (1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “pollutant,” or any other terms comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; or (6) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is entered into this \_\_\_\_\_, 2016 (the date upon which this Agreement was approved by the governing board of the City of Oakley, and hereinafter referred to as (the "**Effective Date**") by and between the \_\_\_\_\_, a \_\_\_\_\_ (collectively, "**Seller**"), and the City of Oakley, a political subdivision of the State of California ("**Buyer**"). Seller and Buyer are hereinafter referred to collectively as the "**Parties**".

**WHEREAS**, Seller is the owner of that certain real property in the City of Oakley, Contra Costa County, California, known as APN 041-340-017, located at 4907 Beldin Lane in the City of Oakley, California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**");

**WHEREAS**, in accordance with the terms and conditions contained herein, Buyer desires to purchase, and Seller desires to sell, the Land together with all improvements located thereon and all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Land (all of the foregoing collectively hereinafter, the "**Property**");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Agreement to Sell and Purchase; As Is Purchase.** Seller agrees to sell and Buyer agrees to purchase the Property subject to the terms and conditions of this Agreement.

2. **Purchase Price.** The purchase price for the Property ("**Purchase Price**") shall be Eighty Seven Thousand Five Hundred Dollars (\$87,500.00).

3. **Conveyance of Title.** At the close of escrow (the "**Closing**"), Seller shall convey by grant deed to Buyer marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases and taxes except:

(a) taxes for the fiscal year in which the escrow for this transaction closes, which shall be prorated as of the Closing and handled in accordance with Section 4986 of the California Revenue and Taxation Code; and

(b) the Permitted Exceptions (as defined below).

4. **Escrow; Escrow Instructions.** Within five (5) business days following the Effective Date, the Parties shall open an escrow to consummate the purchase and sale of the Property pursuant to this Agreement at the office of Old Republic Title Company located at Concord, California ("**Title Company**" or "**Escrow Agent**") or such other title company as may be mutually agreed upon by the Parties. Upon the opening of escrow, the Parties shall deposit with the Escrow Agent an executed copy of this Agreement, which collectively shall serve as the joint escrow instructions of Buyer and Seller for this transaction, together with such additional instructions as may be executed by the Parties and delivered to the Escrow Agent.



5. **Title Review; Inspection Period and "AS IS" Sale.**

(a) **Title Documents.**

(1) Within seven (7) days following the opening of escrow, Seller shall deliver or cause to be delivered to Buyer a preliminary title report ("**Preliminary Report**") on the Property issued by the Title Company, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Seller's title to the Property, together with copies of all documents relating to exceptions listed in the Preliminary Report ("**Title Exceptions**") and complete and legible copies of all instruments referred to therein, as requested by Buyer.

(2) Within ten (10) calendar days following Buyer's receipt of the Preliminary Report, Buyer shall notify Seller (the "**Disapproval Notice**") in writing of Buyer's disapproval of any Title Exception (the "**Disapproved Exceptions**"). All other Title Exceptions shall be referred to as "**Permitted Exceptions**". Buyer's failure to deliver a Disapproval Notice in accordance with the foregoing shall be deemed (i) Buyer's acceptance of the Preliminary Report and all Title Exceptions shall be deemed Permitted Exceptions and (ii) Buyer's waiver of its right to terminate this Agreement under this Section 5(a).

(3) Within (5) calendar days after receipt of the Disapproval Notice, Seller shall notify Buyer in writing which Disapproved Exceptions, if any, will be removed by Seller prior to the Closing. If Seller so elects to cure any such Disapproved Exceptions, the same shall be removed from record title by Seller at Seller's expense (or otherwise rendered acceptable to Buyer) prior to the Closing and such Disapproved Exceptions shall not constitute Permitted Exceptions. If Seller does not notify Buyer that Seller will remove all Disapproved Exceptions, Buyer shall deliver written notice to Seller and Escrow Agent within ten (10) calendar days of the date of delivery of the Disapproval Notice of Buyer's election to either: (i) terminate this Agreement; or (ii) waive its right to terminate this Agreement pursuant to this Section 5(a)(3) and consummate the purchase of the Property subject to the Disapproved Exceptions that Seller has not agreed to remove without reduction in the Purchase Price and such Disapproved Exceptions shall thereafter be deemed additional Permitted Exceptions. Buyer's failure to provide the foregoing notice shall be deemed (A) Buyer's waiver of Buyer's right to terminate this Agreement under Section 5(a)(3)(i) and (B) Buyer's election to consummate the purchase in accordance with Section 5(a)(3)(ii).

(4) It shall be a condition of the Closing that Title Company shall deliver to Buyer, within five (5) days after Buyer has waived or deemed to have waived its right to terminate the Agreement under this Section 5(a)(3), and in no event later than seven (7) days prior to the Closing, a title commitment for an CLTA Title Insurance Policy ("**Title Policy**") to be issued by Title Company in the amount of the Purchase Price for the benefit and protection of Buyer, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions, including such endorsements as may reasonably be requested by Buyer, and committing Title Company to issue the Title Policy to Buyer upon the Closing.

(b) **Inspection Period**

(1) Buyer acknowledges that Seller desires to sell the Property in its "as-is" condition. The parties agree that for a period of thirty (30) calendar days following the Effective Date (the "Inspection Period") Buyer may further evaluate and specifically inspect the Property. Buyer and Buyer's authorized agents and representatives, may enter onto the Property at any reasonable time upon giving the occupant

at least twenty-four hours advance notice and from time to time to survey and inspect the Property. Testing may be conducted, including, but not limited to, soil and groundwater sampling. Buyer shall pay costs of all inspection and testing services.

(2) Buyer will undertake its inspection and other due diligence of the Property at its sole cost and expense. Buyer will indemnify, protect, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Seller's reasonable attorney fees, costs, and expenses, arising from the acts or activities of Buyer or Buyer's agents or representatives in, on, or about the Property during or arising in connection with the Buyer's inspections of the Property. Buyer shall return the Property as nearly as possible to the same condition the Property was in prior to such entry or activities.

(3) If Buyer determines, in its sole discretion, that the Property is unacceptable for Buyer's purposes, Buyer may terminate this Agreement by delivering before the expiration of the Inspection Period written notice to Seller and Escrow Agent of Buyer's election to terminate this Agreement. In addition, upon such a termination, Buyer shall immediately return the Property Information (as defined below) and any other documents or materials provided by Seller to Buyer in conjunction with Buyer's inspection and investigation of the Property, and deliver to Seller, without any representation or warranty, all non-proprietary third party studies and reports obtained during the course of Buyer's inspections and investigations of the Property. If Buyer does not give notice of termination prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived its right to terminate this Agreement under this Section 5(b) and this Agreement shall continue in full force and effect.

(c) **Buyer's Reliance on Buyer's Inspection of Property; "AS IS" Purchase.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 13 OR AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT (COLLECTIVELY, "SELLER'S WARRANTIES"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR SELLER'S WARRANTIES. EXCEPT FOR SELLER'S WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. BUYER SPECIFICALLY ACKNOWLEDGES, REPRESENTS AND WARRANTS TO SELLER THAT PRIOR TO CLOSING BUYER AND ITS AGENTS WILL HAVE THOROUGHLY INSPECTED AND INVESTIGATED THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT, OTHER THAN THE SELLER'S WARRANTIES, BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. BY

BUYER PURCHASING THE PROPERTY AND UPON THE OCCURRENCE OF THE CLOSING, EXCEPT FOR A CLAIM WITH RESPECT TO SELLER'S WARRANTIES, BUYER WAIVES ANY AND ALL RIGHT OR ABILITY TO MAKE A CLAIM OF ANY KIND OR NATURE AGAINST SELLER OR ANY MEMBER THEREOF FOR ANY AND ALL DEFICIENCIES OR DEFECTS IN THE PHYSICAL CHARACTERISTICS AND CONDITION OF THE PROPERTY WHICH HAVE BEEN DISCLOSED, OR WOULD BE DISCLOSED, BY SUCH INSPECTION, AND EXPRESSLY AGREES TO ACQUIRE THE PROPERTY WITH ANY AND ALL OF SUCH DEFICIENCIES AND DEFECTS. THE PROVISIONS OF THIS SECTION 5(c) SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE GRANT DEED OR ANY OF THE OTHER CLOSING DOCUMENTS.

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

6. **Closing Documents and Funds.**

(a) **Seller.**

(1) Within five (5) days prior to Closing, Seller shall deposit into escrow all of the following:

- (i) a grant deed ("**Grant Deed**") duly executed and acknowledged, conveying to Buyer good and marketable fee simple title to the Property, subject only to the Permitted Exceptions;
- (ii) Seller's affidavit of non-foreign status and Seller's certification that Seller is a resident of California, each executed by Seller under penalty of perjury as required by state and federal law; and
- (iii) Such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.

(2) Unless Seller elects to have the following charges deducted from the funds to be distributed to Seller at Closing, no later than five (5) business days prior to Closing, Seller shall deposit into escrow immediately available funds in the amount necessary to pay all governmental conveyance fees.

(b) **Buyer.**

(1) Within five (5) days prior to Closing, Buyer shall deposit into escrow such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.

(2) No less than five (5) business days prior to the Closing, Buyer shall deposit into escrow immediately available funds in an amount is equal to:

- (i) the Purchase Price as adjusted by any prorations between the Parties; and
- (ii) the premium for the Title Policy;

- (iii) the recording fees;
- (iv) its respective notary fees; and
- (v) escrow fees.

7. **Close of Escrow.** Unless this Agreement is terminated pursuant to the terms hereof or extended by mutual written consent of the Parties, the Closing shall occur within seven (7) days of the expiration of the Inspection Period provided that in no event shall Closing occur later than June 1, 2016. The Escrow Agent shall close escrow by: (i) causing the Grant Deed to be recorded in the official records of Contra Costa County, California; (ii) issuing the Title Policy and delivering same to Buyer; (iii) delivering to Seller the monies constituting the Purchase Price less prorated amounts and charges to be paid by or on behalf of Seller; and (iv) delivering to Buyer the original Grant Deed, together with a conformed copy thereof indicating recording information thereon. Possession of the Property shall be delivered to Buyer at the Closing.

8. **Default.** The failure of either party to meet, comply with or perform any material covenant, agreement or obligation hereunder, within the time limits and in the manner required, either prior to or at Closing, for any reason other than the termination of this Agreement pursuant to a right to so terminate expressly set forth in this Agreement or if any representation, warranty or covenant set forth herein of either party is untrue or inaccurate in any material respect shall constitute a default under this Agreement. In the event of a default hereunder by Seller or Buyer, the defaulting party shall have five (5) days after receipt of written notice from the non-defaulting party to fully cure or remedy such default. If the defaulting party fails to cure a default within such 5-day period, the non-defaulting party as its sole remedy shall be entitled to (i) terminate this Agreement (by delivering notice to the non-defaulting party and Title Company); or (ii) treat this Agreement as being in full force and effect and pursue the specific performance of this Agreement.

9. **Prorations.** At the Closing, the Escrow Agent shall make the following prorations: property taxes shall be prorated as of the Closing based upon the most recent tax bill available, including any property taxes which may be assessed after the Closing but which pertain to the period prior to the transfer of title to the Property to Buyer, regardless of when or to whom notice thereof is delivered. Buyer shall pay all escrow fees and premiums for the Title Policy and Seller shall pay any documentary transfer taxes. All other closing costs shall be apportioned according to prevailing local custom in Contra Costa County, California.

10. **Buyer's Conditions to Closing.** The Closing and Buyer's obligation to purchase the Property are conditioned upon: (i) the performance by Seller of each obligation to be performed by Seller under this Agreement within the applicable time period, or the waiver by Buyer of such obligation; and (ii) the commitment by Title Company to issue and deliver the Title Policy, subject only to the Permitted Exceptions.

Should any condition to closing fail to occur, excepting any such conditions that have been waived by Buyer, Buyer shall have the right, exercisable by giving written notice to Seller, to cancel the escrow, terminate this Agreement, and recover any and all amounts paid by Buyer to Seller or deposited with the

Escrow Agent by or on behalf of Buyer. The exercise of this right by Buyer shall not constitute a waiver by Buyer of any other rights Buyer may have at law or in equity.

11. **Studies, Reports and Investigations; Governmental Approvals; Hazardous Substances.** Seller agrees to make available to Buyer within five (5) business days following the Effective Date, any and all information, studies, reports, investigations and other obligations concerning or relating to the Property which are in Seller's possession or which are reasonably available to Seller, including without limitation surveys, studies, reports and investigations concerning the Property's physical, environmental or geological condition, habitability, or the presence or absence of Hazardous Materials in, on or under the Property and the compliance by the Property with Environmental Laws (as defined in Exhibit B) (collectively, the "**Property Information**"). Buyer further acknowledges and agrees that the Property Information is given for informational purposes only and that Property Information does not constitute a representation or warranty that the adverse conditions (if any) so disclosed to Buyer are the only adverse conditions that may exist at or otherwise affect the Property and, without limiting the scope or generality of Section 5, but except for a breach of Seller Warranties, Buyer expressly assumes the risk that adverse physical, environmental, financial and legal conditions may not be revealed by Buyer's inspection and evaluation of the Property and the Property Information.

Without limiting the provisions of Sections 5(c), before expiration of the Inspection Period Seller shall deliver to Buyer a Natural Hazard Disclosure Statement with regard to the Property (the "NHDS"). Buyer acknowledges and agrees that: (a) the NHDS shall be prepared by an independent third party at Seller's request and, notwithstanding anything to the contrary in the NHDS, Seller makes no representation or warranty as to the accuracy of the information contained therein; and (b) to the extent permitted by law, Buyer releases Seller from any other obligation to make disclosures pursuant to California Government Code Sections 8589.3, 8589.4 and 51183.5 and California Public Resources Code Sections 2621.9, 2694 and 4136, and waives any claims based on or arising out of or in connection with such sections, except to the extent that Seller has actual knowledge of information contrary to that contained in the NHDS and willfully and intentionally fails to disclose such information to Buyer.

12. **Seller's Conditions to Closing.** The Closing and Seller's obligation to sell the Property pursuant to this Agreement are conditioned upon: (i) the performance by Buyer of each obligation to be performed by Buyer under this Agreement within the applicable time period, or waiver by Seller of such obligation; and (ii) Buyer's representations and warranties contained in this Agreement being true and correct as of the Effective Date and the Closing.

13. **Seller's Representations.** Seller is the owner of the Property and has all right, title and interest to transfer the same to Buyer.

14. **Seller's Covenants.** Seller covenants that from the Effective Date and through the Closing, Seller: (i) shall not permit any liens, encumbrances, or easements to be placed on the Property, other than Permitted Exceptions; (ii) shall not enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Buyer or the Property after the Closing without the prior written consent of Buyer; (iii) shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Property in its condition as of the Effective Date,

ordinary wear and tear excepted, and shall manage the Property substantially in accordance with Seller's established practices.

15. **Buyer's Representations, Warranties and Covenants.** Buyer represents, warrants and covenants that this Agreement and all other documents delivered in connection herewith, prior to or at the Closing: (i) have been duly authorized, executed, and delivered by Buyer; (ii) are binding obligations of Buyer; and (iii) do not violate the provisions of any agreement to which Buyer is a party. Buyer further represents and warrants that the persons who have executed this Agreement on behalf of Buyer have are duly authorized to do, that Buyer has the legal right to enter into this Agreement and to perform all of its terms and conditions, and this Agreement is enforceable against Buyer in accordance with its terms.

16. **Damage and Destruction.** In the event of any damage or other loss to the Property, or any portion thereof, caused by fire or other casualty prior to the Closing in an amount not exceeding \$25,000, Buyer shall not be entitled to terminate this Agreement, but shall be obligated to close the escrow and purchase the Property as provided in this Agreement, without abatement in the Purchase Price, provided that Seller shall: (i) assign and transfer to Buyer all of Seller's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Seller's insurer(s) in connection with the damage or loss, and (ii) pay to Buyer at the Closing the amount of Seller's deductible under the insurance policy or policies covering the damage or loss. In the event of damage or destruction of the Property or any portion thereof prior to the Closing in an amount in excess of \$25,000, Buyer may elect either to terminate this Agreement upon written notice to Seller, or to consummate the purchase of the Property, in which case Seller shall (i) assign and transfer to Buyer all of Seller's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Seller's insurer(s) in connection with the damage or loss, and (ii) pay to Buyer at the Closing the amount of Seller's deductible under the insurance policy or policies covering the damage or loss. In the event Buyer elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of Buyer shall be returned to Buyer, and all rights and obligations hereunder shall terminate.

17. **Brokers.** Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

18. **Assignment.** Buyer shall not have the right to assign any rights and obligations under this Agreement to any party without the prior written approval by Seller.

19. **Notices.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

**Seller:**

**Buyer:**

City of Oakley  
3231 Main Street  
Oakley, California 94561  
Attn: City Manager  
Telephone: (925) 625-7000  
Facsimile: (925) 625-9194

20. **Litigation Costs.** If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged breach or default in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs, in addition to any other relief to which such Party may be entitled.

21. **Waivers; Modification.** No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

22. **Successors.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the Parties.

23. **Provisions Not Merged With Deeds.** None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed, and neither the Grant Deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein. Without limiting the generality of the foregoing, Seller's representations, warranties and covenants contained herein shall survive the Closing.



24. **Construction.** The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

25. **Action or Approval.** Where action and/or approval by Buyer is required under this Agreement, Buyer's Executive Director may act on and/or approve such matter unless the Executive Director determines in his or her discretion that such action or approval requires referral to Buyer's Board for consideration. The time periods afforded Buyer for any event, inspection, feasibility, due diligence, escrow closing or otherwise shall not be extended by any such referral to Buyer's Board.

26. **Entire Agreement.** This Agreement, including Exhibits A and B attached hereto and incorporated herein by this reference, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter thereto.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

28. **Severability.** If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

29. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

30. **Parties Not Co-Venturers.** Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

31. **Non-Liability of Officials, Employees and Agents.** No member, official, employee or agent of Buyer shall be personally liable to Seller or its successors in interest in the event of any default or breach by Buyer or for any amount which may become due to Seller or its successors in interest pursuant to this Agreement.

32. **Time of the Essence.** Time is of the essence for each condition, term, obligation and provision of this Agreement.

33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

34. **Time for Performance.** When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event.



If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**BUYER:**

**CITY OF OAKLEY**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City General Counsel

**SELLER:**

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(to be attached)

## Exhibit B

### HAZARDOUS MATERIALS; ENVIRONMENTAL LAWS

**“Environmental Laws”** shall mean all present and future federal, state and local laws, statutes, rules regulations, ordinances, standards, directives, interpretations and conditions of approval, all administrative or judicial orders or decrees and all guidelines, permits, license approvals or other entitlements, or rules of common law pertaining to the protection of the environment, natural resources, wildlife, human health or safety, or employee or community right-to-know requirements related to the work being performed pursuant to this Agreement.

**“Hazardous Materials”** means any substance, material or waste which is (1) defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “pollutant,” or any other terms comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; or (6) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

**RESOLUTION NO. XX-16**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALES  
AGREEMENTS FOR THE PURCHASE OF THE PROPERTIES AT 4901 BELDIN  
LANE (APN 041-340-018) AND 4907 BELDIN LANE (APN 041-340-017) IN  
ASSOCIATION WITH THE HOUSING RELATED PARKS PROGRAM GRANT  
AWARD**

**BE IT RESOLVED** by the City Council of the City of Oakley that the City Manager is hereby authorized and directed to sign on behalf of the City that certain Purchase and Sales Agreement between the City and the property owners for the purchase of property located at 4901 Beldin lane (APN 041-340-018) and 4907 Beldin Lane (APN 041-340-017) in association with the housing related parks program grant award.

The foregoing resolution was introduced at a regular meeting of the Oakley City held on the 12<sup>th</sup> day of April 2016, 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:**

\_\_\_\_\_  
Kevin Romick, Mayor      Date

**ATTEST:**


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



## STAFF REPORT

**Date:** Tuesday, April 12, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, P.E. Public Works Director/ City Engineer

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**SUBJECT: FY 2015/16 Third Quarter Report on the Capital Improvement Program**

### Background and Analysis

This report summarizes the status of the various projects in the City of Oakley Capital Improvement Program (CIP) at the end of the third quarter for FY 2015/16.

The City's CIP is a multi-year forecast of capital needs that include new construction projects and planned improvements of existing facilities. The CIP establishes structure by identifying, prioritizing, approving, and funding capital improvement projects. Since the demand for capital projects typically exceeds the amount of funds available, projects are prioritized based on the City Council's strategic goals.

The following highlights each CIP project's progress in the third quarter of FY 2015/16 (January-March):

#### **1. Main Street Improvement Project (Norcross Lane to Second Street)**

Project # 165

Schedule: Design is in final stages, Construction summer/fall 2016

Budget: \$3.2M

Funding Source: Traffic Impact Fee, General Capital Fund, Main Street Fund

This is the feature project for 2016 and 2017 in Oakley. This project will make much needed improvements to Main Street in downtown, by performing pavement repair and resurfacing, construction of new curb, gutter, sidewalks, traffic signal, median islands and landscaping and new streetscape. This project has several components. The first is construction of underground storm, sewer, and water systems, which will start in spring 2016. Concurrent with the underground infrastructure construction, PG&E, AT&T, and Comcast will be relocating utility poles and above ground utility infrastructure to accommodate the new Main Street. This will be followed in late summer 2016

with the construction of the Main Street roadway and streetscape improvements which will continue into 2017.

**2. FY 2015/16 Frontage Gap Closure Project**

Project # 170

Schedule: Construction November 2015-April 2016

Budget: \$300,000

Funding Source: Traffic Impact Fee Fund

This project will construct frontage improvements along the west side of Main Street, approximately 150 feet south of Almondtree Lane to Bernard Road. The frontage improvements include new sidewalk, pavement widening, curb, gutter, storm drain, driveways and street lights. These improvements will close the gap between the existing frontage improvements at the Pompei Nursery property and the proposed frontage improvements of the Heartwood Estates that are being constructed by Claremont Homes Inc. City Council approved a reimbursement agreement with Claremont Homes Inc. for the construction of these improvements. The construction work is currently underway and anticipated completion date is May 2016.

**3. Dry Utility Infrastructure to 1530 Neroly Road**

Project # 174

Schedule: Construction completed

Budget: \$200,000

Funding Source: General Capital Project Fund

This project designed and constructed dry utilities (electric, telephone, cable, and gas) to the City owned property at 1530 Neroly Road. This property was sold to a developer for construction of a new commercial building. As part of the property sale, the City was to provide utilities to the site. This project has been completed and all utilities are at the site ready for service. The construction of the commercial building by the private developer is underway.

**4. Curb, Gutter and Sidewalk Reconstruction Project**

Project # 169

Schedule: Construction is on-going

Budget: \$80,000

Funding Source: Gas Tax

This project has repaired and replaced damaged concrete curb, gutter and sidewalks in the community as part of the 50-50 cost sharing program between the City and property owners. This project was successfully

implemented last year and is continuing in FY 2015-16. This project will help in providing safe pedestrian facilities and reduce liability and claims for trip and fall accidents. The project construction is currently underway and is anticipated to be completed in May 2016.

**5. Hwy 160/Main Street Gateway Monument and Landscaping Project**

Project # 166

Schedule: Construction November 2015-April 2016

Budget: \$550,000

Funding Source: Measure J, General Capital Fund, Main Street Fund

This project will construct a new gateway monument inside the Hwy 160/Main Street off-ramp and will install new landscaping in this major entry way to the City of Oakley. This area has been in need of much rehabilitation for decades under Caltrans maintenance. The gateway monument has been installed and the landscaping and irrigation work is currently underway. There have been some delays due to rains of past month; however it is anticipated with sunny days ahead the construction of the entire project will be completed this month.

**6. Police Department Building Construction Project**

Project # 175

Schedule: Project Completed

Budget: \$184,000

Funding Source: General Capital Fund

This project remodeled parts of the existing Civic Center buildings to build offices and facilities for the new Oakley Police Department. The remodeling included the former offices of Oakley Disposal Company, and part of the Recreation Department offices to accommodate the Police Department office needs. The project is completed and staff is in the process of furnishing the new offices ahead of May 6, 2016, the official initiation date of the new Oakley Police Department.

**7. Oakley Recreation Buildings Rehabilitation Project**

Project # 173

Schedule: Project Completed

Budget: \$40,000

Funding Source: Facility Fund

This project provided much needed rehabilitation for the Oakley Recreation Building by repairing electrical and plumbing problems, replacing restroom floor coverings, refinishing the main exercise room floor, and painting the outside of the buildings. This project was successfully completed in January 2016.

**Fiscal Impact**

Each project listed in this report has a budgeted source of funds which have been approved by the City Council. These sources include Grants, Gas Tax, Measure J Sales Tax, Traffic Impact Fee, General Fund, Main Street Fund, and other Special Use funds. There is no fiscal impact of the recommended action for this CIP update.

**Staff Recommendation**

Oakley City Council to provide comments and input to staff on the CIP report for the third quarter of FY 2015/16.



## STAFF REPORT

**DATE:** March 28, 2016  
**TO:** Honorable Mayor and City Council Members  
**FROM:** William R. Galstan, Special Counsel *William R. Galstan*  
**SUBJECT:** Resolution of Necessity, 3530 Main Street

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### Recommendation:

Adopt the Resolution of Necessity (4/5 vote required).

### Introduction:

The City will soon be considering bids to construct Capital Improvement Project #165, Main Street Reconstruction (Norcross to 2<sup>nd</sup> Street). This will extend the street improvements currently existing in front of City Hall to the area east of 2<sup>nd</sup> Street.

A commercial building located at 3530 Main Street is in the way of this project. The new street pavement edge would immediately abut the front of the building. There would be no room for the sidewalk or other street fixtures and infrastructure. Therefore, the property must be acquired and the building demolished in order to construct the improvements.

A plat map showing the proposed street improvements is attached as an exhibit to the proposed Resolution.

Staff has been in contact with the property owners, which is held in a family trust. An appraiser suggested by the family was retained, who assigned a fair market value to the property. An offer from the City to acquire the property for the amount stated in the appraisal was made but not yet accepted. Therefore, in order to meet the construction schedule, the City must consider the filing of an eminent domain action, which will allow the City to proceed with the project while the fair market value is determined by the Court.

Before an eminent domain case can be filed, the City Council must adopt, by at least a 4/5 vote, a "Resolution of Necessity." This resolution makes certain

findings required by state law and authorizes the city attorney to begin the proceedings.

It must be emphasized that the price to be paid for the property is NOT the subject of this hearing. This hearing has the sole purpose of determining whether the statutory findings can be made.

**Statutory Findings:**

The statutory findings required to be made, and the facts supporting the making of the findings, are as follows:

1. *The project is planned and located in a manner that will be most compatible with the greatest public good and the least private injury.*

Facts: Yes, the project has been part of the City's Downtown Specific Plan since 2010. The project would extend the current alignment and improvements of Main Street that exist in front of City Hall to past 2<sup>nd</sup> Street. This is deemed important for the revitalization of downtown as a whole. The subject property is on the north side of the street. The roadway cannot be shifted to the south and thus avoid the taking because of the geometrics of the street design and because there are more privately-owned buildings on the south side of the street. If the street was shifted to the south, more private property would need to be acquired and the street would not make a smooth transition along its proposed route.

2. *The taking of the project is necessary for the proposed project.*

Facts: Yes, as stated above, there would be insufficient room for the street improvements, including sidewalk and other street infrastructure, if the building was allowed to remain.

3. *The offer to purchase required by California Government Code Sec. 7267.2 was made to the owners of the property interests.*

Facts: Yes, a written offer to acquire the property at the fair market value as determined by the MAI appraiser was made on March 7, 2016.

4. *The necessary notice of this hearing was given as required by Code of Civil Procedure Sec. 1245.235.*

Facts: Yes, the notice was given by the City Clerk on March 23, 2016.

5. *The City of Oakley has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain.*

Facts: Yes, as outlined in this staff report.

6. *The City of Oakley has complied with all provisions of the California Environmental Quality Act for the project.*

Facts: Yes, the project is the subject of a certified Environmental Impact Report for the Downtown Specific Plan.

7. *If any portion of the property is appropriated for a public use, the public uses are necessary and paramount pursuant to Code of Civil Procedure Sec. 1240.610, or alternatively, will not unreasonably interfere with or impair the continuance of the public use as it then exists or can be reasonably expected to exist in the future.*

Facts: Yes, the surplus portion of the taken property, after the building is removed, will be used for public purposes, including landscaping and potential open space or parking for a nearby transit center.

**Fiscal Impact:**

Acquisition of this property is included in the costs of the Project budget.

**Conclusion:**

If the City Council wishes to proceed with the project, then this Resolution should be adopted.

Cc: Bryan Montgomery, City Manager  
Derek Cole, City Attorney  
Kevin Rohani, City Engineer

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY DECLARING  
THE NECESSITY TO COMMENCE EMINENT DOMAIN PROCEEDINGS FOR THE  
ACQUISITION OF 3530 MAIN STREET, OAKLEY**

**WHEREAS** after consideration of the staff report, staff presentation, discussion, oral testimony and evidence presented at the hearing on the date of the adoption of this Resolution, all of which are incorporated as if set forth herein, the City Council of the City of Oakley by vote of at least two-thirds of its members, FINDS, DETERMINES, DECLARES AND RESOLVES that:

- a) The public interest, convenience and necessity require the proposed project, to wit: Capital Improvement Project #165 Main Street Reconstruction (Norcross to 2<sup>nd</sup> Street) and all uses appurtenant thereto ("Project"); and
- b) The interests in real property to be acquired are fee simple, which are described in Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference ("Property"). The Property is located within the City of Oakley, County of Contra Costa, State of California.
- c) The use of eminent domain to acquire the Property is authorized by Streets & Highways Code Sec. 10102;
- d) The Project is planned and located in a manner that will be most compatible with the greatest public good and least private injury; and
- e) The taking of the Property is necessary for the proposed project and such taking is authorized by Section 19, Article I of the California Constitution, Section 1230.010 *et seq* of the California Code of Civil Procedure, and other applicable law; and
- f) The offer to purchase required by California Government Code Sec. 7267.2 was made to the owners of the Property interests; and
- g) The necessary notice of this Resolution has been given, as required by Code of Civil Procedure section 1245.235;
- h) The City of Oakley has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property interests described herein; and
- i) The City of Oakley has fully complied with all provisions of the California Environmental Quality Act for the Project; and

**WHEREAS** the City Council hereby declares that it is its intention to acquire the Property in the name of the City of Oakley in accordance with the laws of the State of California governing condemnation proceedings; and

**WHEREAS** the City Council further finds that if any portion of the area of the Property has been appropriated to some public use, the public uses to which it is to be applied by the City, as described above, are more necessary and paramount public uses, pursuant to Code of Civil Procedure Sec. 1240.610 or, alternatively, will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonably be expected to exist in the future, pursuant to Code of Civil Procedure Sec. 1240.510;

**NOW, THEREFORE, BE IT RESOLVED** that the City Attorney is authorized and directed to prepare, institute and prosecute in the name of the City of Oakley such proceedings in the proper Court having jurisdiction thereof as may be necessary for the acquisition of said Property, including the filing of a motion for an Order of Possession prior to judgment.

**BE IT FURTHER RESOLVED** that this Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a regular meeting held on the 12<sup>th</sup> day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

**APPROVED:**

\_\_\_\_\_  
Kevin Romick, Mayor

**ATTEST:**

\_\_\_\_\_  
Libby Vreonis, City Clerk  
By Kim Carmody, Deputy City Clerk

\_\_\_\_\_  
Date

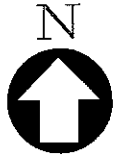
**Property Description**

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

Commencing at a point 129 feet East of the Southwest corner of Section 24, Township 2 North, Range 2 East, Mount Diablo Base and Meridian, running thence North 156 feet to the South line of the right of way of the Santa Fe and San Joaquin Valley Railway; thence Southeasterly along said right of way 54 feet; thence South 136 feet to the South line of said Section; thence West 50 feet to the place of beginning, less a strip 25 feet wide along the South side of a public road.

APN 037-160-023

Commonly known as 3530 Main Street, Oakley, California



**3530**

MANN VICTORIA  
LOUISE/  
FAVALORA JULIE  
ANN  
037-160-023

EXISTING BUILDING

FUTURE  
SIDEWALK

12'

FUTURE  
CURB

**MAIN STREET**

FUTURE  
MEDIAN



**LEGEND:**

----- RIGHT OF WAY

**EXHIBIT**

MARCH 30, 2016  
SCALE: 1" = 20'


K:\2014\147064\_Oakley\_StreetScope\ENG\EXHIBITS\B\_3478 MAIN STREET\_3478 MAIN STREET EXHIBIT.dwg 30 Mar 2016 9:01:17am murp



## WORKSESSION MEMO

**Date:** April 12, 2016  
**To:** Bryan Montgomery, City Manager  
**From:** Nancy Marquez-Suarez, Assistant to the City Manager  
**SUBJECT:** **Council-Staff Work Session - 2016-2018 Strategic Plan**

Approved and Forwarded to City Council:

  
Bryan Montgomery, City Manager

### Summary

In preparation for the April 19<sup>th</sup> Community Strategic Planning Meeting and the formation of this upcoming fiscal year budget, this work session provides an opportunity for the City Council and Staff to discuss the key Strategic Areas of Focus, the Goals that correspond to each Area, and the proposed Action Items to help achieve those Goals. These discussions, in addition to the ongoing public input and the input at the upcoming Community Meeting, would work toward the development of the 2016-18 Strategic Plan for the City of Oakley.

Attached is the *draft* of the 2016-18 Strategic Plan. This draft is the proposed framework for the discussion during this work session.

### Fiscal Impact

Not applicable to this work session; however, the action items within the Strategic Plan each have their own budgetary impact.

### Recommendation

Staff recommends that the Council review the draft 2016-2018 Strategic Plan and provide input and direction to Staff about goals and action items to be proposed to the community at the April 19<sup>th</sup>.

### Attachments

1. Draft 2016-2018 Strategic Plan



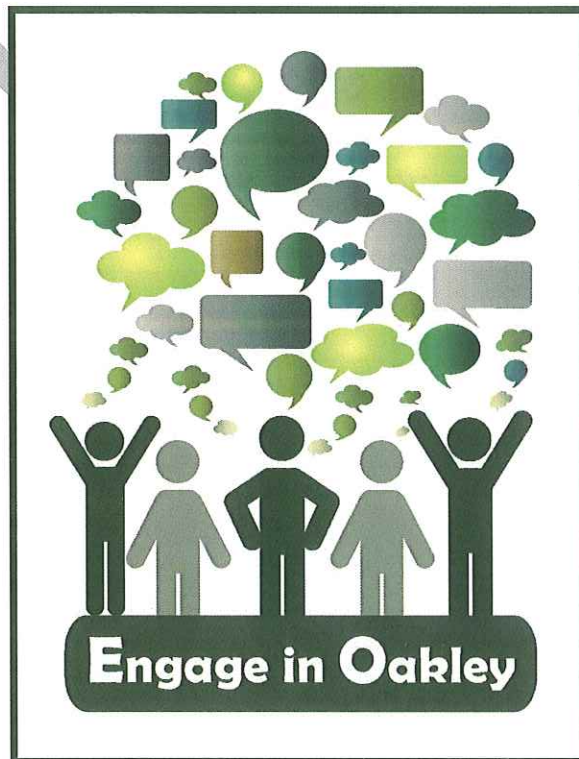
# OAKLEY



CALIFORNIA

## STRATEGIC PLAN

2016-18 - *DRAFT*





# STRATEGIC PLAN CONCEPT

To ensure the continued success for the City of Oakley, this Strategic Plan serves as an action plan for our future by:

- Describing a **Vision** of what we want Oakley to become
- Establishing a **Mission Statement** that describes our purpose
- Committing to **Values and Ethics** that describe our character
- Outlining of **Strategic Areas of Focus**
- Setting forth specific **Goals and Action Items**

This Plan will provide the principal guidance for the preparation of the City budget, program objectives and performance measures. It also provides direction on how we, as a municipality, allocate resources, establish policy and progressively guide the affairs of the City organization. Practically, the Plan is a tool for the City Council and City Staff to effectively meet the needs of our growing and dynamic community. This Plan is created through the hard work and contributions of the City Council and City Staff and with input from the community. City Staff will provide regular progress updates as the Plan is implemented.

## **Vision**

*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.*

## **Mission**

*The City of Oakley exists to build and enhance a quality community and to serve the public in a friendly, efficient, responsive manner*

## **Ethics**

*City employees and officials are expected to demonstrate the highest standards of personal integrity, honesty and conduct in all activities in order to inspire public confidence.  
We must preserve and protect the public trust in all of our activities.*

## **Core Values**

- ✿ **Quality Customer Service** ✿ **Teamwork** ✿ **Professionalism** ✿
- ✿ **Community Input and a Proactive Approach to Solving Community Issues** ✿
- ✿ **Honesty and Integrity** ✿ **A Positive and Encouraging Environment** ✿ **Fiscal Responsibility** ✿





# STRATEGIC AREAS OF FOCUS & GOALS

## **BUSINESS AND JOB GROWTH**

We will aggressively work to attract and retain business by encouraging quality, sales tax generating retail development and by facilitating the location of primary job producing industries to Oakley.

## **PLANNED, QUALITY GROWTH**

We will wisely plan and facilitate quality growth throughout the community, focusing on high-quality development and compliance with zoning, building and related codes – all while respecting our rural heritage and preserving our small town feel.

## **COMMUNITY INFRASTRUCTURE & TRAFFIC SAFETY**

We will continue to focus on both the financial and operational aspects of the City's Capital Improvement Program, constructing and maintaining streets, traffic signals, drainage systems, and other related infrastructure to meet the needs of our growing community.

## **DOWNTOWN & MAIN STREET REVITALIZATION & ENHANCEMENT**

We will facilitate the continued development and redevelopment of the Downtown; and beautify and preserve the Main Street commercial corridor.

## **PUBLIC SAFETY**

We will take all possible and prudent steps to provide for continued effective and efficient police service, emergency planning; and coordinate with others that provide fire and emergency medical services.

## **PARKS, STREETSAPES AND RECREATIONAL OPPORTUNITIES**

We will enrich the lives of Oakley residents by continuing to plan, develop and maintain safe and attractive parks and facilities and offer high quality recreation programs of diverse interests to all age groups, that meet community needs. Staff will endeavor to capitalize on innovation and opportunities for partnerships.

## **FINANCIAL STABILITY & SUSTAINABILITY**

We will endeavor to obtain the revenues necessary to support the municipal services and capital projects that are required to provide a high quality of life, and continuously evaluate our processes to maintain cost effective service sustainability and to conserve City assets.

## **COMMUNITY OUTREACH, COMMUNICATION AND PARTICIPATION**

We will improve our relationships with other community organizations, our public information and customer service efforts, and we will work to increase public input and participation.

## **POLITICAL LEADERSHIP AND STABILITY**

Provide proactive, forward-thinking, civil and long-term focused leadership to guide Oakley forward and become a more effective player in the county, state and federal political environments.

## **OPERATIONAL EXCELLENCE**

Provide responsive and exceptional public service with a lean yet effective staff, limit the use of consultants and always be POLITE, PROFESSIONAL and PROGRESSIVE in our efforts.





# STRATEGIC PLAN ACTION ITEMS

## Area of Focus #1: **BUSINESS AND JOB GROWTH**

**Goal:** *We will aggressively work to attract and retain business by encouraging quality, sales tax generating development and by facilitating the location of primary job producing industries to Oakley.*

### Action items:

- 1.a.** Complete action items in the Economic Development Work plan (**Dwayne Dalman**)
- 1.b.** Continue to work with Chemours (formerly DuPont) to coordinate the entitlements and CEQA work for DuPont site and facilitate the return of the property as an asset to the community (**Dwayne Dalman & Josh McMurray**)
- 1.c.** Create an action plan that prioritizes and identifies ways to facilitate the disposition or development of City-owned property and former redevelopment property identified in the Long Range Property Management Plan, in order to maximize value and encourage beneficial development (**Dwayne Dalman**)
- 1.d.** Emphasize “Shop Oakley” year round, increase participation by at least 10%, and ensure visibility of “Shop Oakley” at City sponsored community events (**Cindy Coelho and Dwayne Dalman**)
- 1.e.** Prepare the City of Oakley to be a competitive location for the attraction of new businesses and new investment (**Dwayne Dalman**):
  - Meet with all property owners and/or broker representatives of potential commercial development property
  - Prepare and maintain an inventory of potential commercial development sites on OppSites web page
  - Prepare and maintain an inventory of vacant commercial spaces on the Economic Development web page
  - Rank properties that have the most development potential based on:
    - Owner willingness & expectations
    - Property size and location
  - Develop an Action Plan that identifies ways to facilitate development of commercial sites that have the most development potential
- 1.f.** Outreach to the broker & development community regarding potential Oakley development sites and vacant commercial spaces through semi-annual luncheons (**Dwayne Dalman**)
- 1.g.** Identify business incentives that can be offered to new and existing businesses (**Dwayne Dalman**)
- 1.h.** Educate regarding the limitations & factors involved in attracting businesses through regular updates, the Economic Development webpage, social media and Engage in Oakley postings. (**Dwayne Dalman**)



- 1.i. Continue to work to understand the needs of the business community through an annual business survey, through Peak Democracy and through a Business Visitation Program, averaging 1 business visit per week **(Dwayne Dalman)**
- 1.j. Keep City marketing materials and Economic Development webpage updated with current information, pictures and graphics **(Dwayne Dalman)**
- 1.k. Continue to work to strengthen the small-business entrepreneur community through: **(Dwayne Dalman):**
  - Annual Oakley Entrepreneur Training Program
  - Semi-Annual Entrepreneur Training Program business plan follow-up meetings
- 1.l. Establish an Oakley Entrepreneur Incubator space to meet the needs of expanding Oakley small business entrepreneurs
- 1.m. Partner with the Oakley Chamber of Commerce to promote and strengthen the Oakley business community **(Dwayne Dalman):**
  - Assist with Mayor lunches to provide insight into City activities that impact the business community
  - Assist with member lunches that provide speakers to educate and strengthen the business community

## Area of Focus #2: **PLANNED, QUALITY GROWTH**

*Goal: We will wisely plan and facilitate quality growth throughout the community, focusing on high-quality development and compliance with zoning, building and related codes – all while respecting our rural heritage and preserving our small town feel.*

### Action items:

- 2.a. Establish a guide to assist in updates to the Zoning Ordinance **(Ken Strello)**
- 2.b. Continue a proactive and progressive Code Enforcement program with performance measures and weekly reports **(Troy Edgell)**
- 2.c. Inventory the City's major eyesores and prioritize them for Abatement **(Troy Edgell)**
- 2.d. Proactively implement weed abatement program **(Troy Edgell)**
- 2.e. Develop a list of Standard Conditions for both residential and commercial/industrial development projects **(Ken Strello)**
- 2.f. Monitor Community Choice Energy issues in Contra Costa County and within the greater Bay Area **(Josh McMurray)**
- 2.g. Continue to work with the San Joaquin Joint Powers Authority to develop a Train Platform in the Downtown **(Josh McMurray)**
- 2.h. Facilitate the development of the Priority Development Areas through public/private partnerships, Grant funding and public engagement. **(Josh McMurray)**
- 2.i. Monitor and report semi-annually on the progress of the Dutch Slough Restoration Project **(Ken Strello)**

- 2.j.** Participate with Iron House Sanitary District discussions for the reuse of Jersey Island **(Ken Strelo)**
- 2.k.** Continue to look for Grants and other funding mechanisms to complete a Climate Action Plan **(Ken Strelo)**
- 2.l.** Facilitate development of the East Cypress Road and Sellers Avenue corridors **(Ken Strelo)**
- 2.m.** Fully implement the Planning Advisors concept **(Josh McMurray)**
- 2.n.** Continue to implement the 2015-2023 Housing Element Action Programs including Policy Action 1.1 requiring the City to accommodate the share of the Regional Housing Needs Assessment (RHNA) **(Josh McMurray)**
- 2.o.** Continue to refine, streamline and enhance the development project application process **(Planning)**
- 2.p.** Continue to refine and enhance the City's AB 939 (Recycling) Programs and comply with State laws that relate to waste reduction **(Josh McMurray)**
- 2.q.** Continue to work with PGE and EBEW in implementing and promoting their energy saving and greenhouse gas emission reduction incentives and programs **(Ken Strelo)** GF \$
- 2.r.** Complete Phase 2 of the Agricultural Conservation and Viticulture Program for Council consideration **(Ken Strelo)**
- 2.s.** Proactively implement weed abatement program with focus on complementing Oakley's Viticulture Program **(Troy Edgell)**
- 2.t.** Enhance and re-enforce Residential and Commercial Maintenance standards through specific codification of violations **(Troy Edgell)**
- 2.u.** Reduce the risk of fire-related deaths and property damage through the coordinated identification of properties committing power theft **(Troy Edgell)**
- 2.v.** Through identification and education, increase compliance of property maintenance standards for areas zoned Light Industrial being used for residential purposes (first impressions of Oakley) **(Troy Edgell)**
- 2.w.** Increase community outreach by providing targeted neighborhoods and all HOAs educational material explaining Property Maintenance standards with emphasis on landscaping requirements and drought tolerant options **(Troy Edgell)**

### Area of Focus #3: **FINANCIAL STABILITY & SUSTAINABILITY**

**Goal:** *We will endeavor to obtain the revenues necessary to support the municipal services and capital projects that are required to provide a high quality of life, and continuously evaluate our processes to maintain cost effective service sustainability and to conserve City assets.*



### **Action items:**

- 3.a.** Aggressively support and monitor legislation and sales tax capture for proposed power plant (**Deborah Sultan**)
- 3.b.** Continue to budget conservatively and manage spending utilizing the 10-year plan forecasting and comply with City budget administration polices (**Deborah Sultan**)
- 3.c.** Develop a strategy to resolve funding and capital reserve concerns with various Lighting and Landscaping districts (**Leonard Morrow**)
- 3.d.** Perform a comprehensive Fee Study for City of Oakley to ensure cost recovery of City services are accounted for and fees charged by the City are in tune with other municipalities in the region (**Deborah Sultan**)
- 3.e.** Upgrade the City's phone system (**Deborah Sultan and Kevin Rohani**)
- 3.f.** Evaluate bringing payroll services in-house (**Deborah Sultan**)
- 3.g.** Complete evaluation of the delivery of Information Technology services (**Deborah Sultan**)
- 3.h.** Review membership with the Municipal Pooling Authority (**Deborah Sultan**)

### **Area of Focus #4:**

## **DOWNTOWN & MAIN STREET REVITALIZATION & ENHANCEMENT**

***Goal:** We will facilitate the continued development and redevelopment of the Downtown; and beautify and preserve the Main Street commercial corridor.*

### **Action items:**

- 4.a.** Improve and enhance landscaping along Main Street (**Leonard Morrow**)
- 4.b.** Continue to use Downtown Specific Plan (DSP) to guide high quality development while preserving Oakley's small town feel (**Josh McMurray**)
- 4.c.** Develop an updated program for improved and consistent façade and building signage improvements for Downtown corridor consistent with DSP (**Dwayne Dalman & Josh McMurray**)
- 4.d.** Encourage development of Downtown parking as adopted in DSP (**Josh McMurray**)
- 4.e.** Improve pedestrian safety using the Civic Center/Oakley Plaza as a model (**Kevin Rohani**)
- 4.f.** Expand the Heart of Oakley event (**Lindsey Bruno**)
- 4.g.** Construct Library & Community Learning Center in the Downtown (**Nancy Marquez-Suarez**)
- 4.h.** Identify and outreach to possible entities that could create events in the Downtown that engage and meet the needs of the community and promote local businesses, including concerts, food trucks and/or Farmers Markets (**Dwayne Dalman**)

- 4.i. Continue to promote the Downtown Revitalization Loan Program to facilitate building renovations **(Dwayne Dalman)**
- 4.j. Identify development potential for City-owned downtown land and outreach to brokerage and development community to facilitate disposition/development **(Dwayne Dalman)**
- 4.k. Partner with Planning Department to identify and capitalize on opportunities realized from the anticipated transit station in Downtown **(Dwayne Dalman)**
- 4.l. Upgrade the year-round Main Street banner program, and include specific banners in the Downtown **(Lindsey Bruno)**
- 4.m. Construct the Main Street Streetscape Improvement project with full public outreach and engagement during the construction phase to minimize any public inconveniences **(Kevin Rohani)**
- 4.n. Facilitate in bringing an upscale coffee shop to Downtown **(Dwayne Dalman)**

**Area of Focus #5: COMMUNITY INFRASTRUCTURE AND TRAFFIC SAFETY**

**Goal:** *We will continue to focus on both the financial and operational aspects of the City's Capital Improvement Program, constructing and maintaining streets, traffic signals, drainage systems, and other related infrastructure to meet the needs of our growing community.*

**Action items:**

- 5.a. Conduct proactive community engagement regarding sensitive traffic concerns and facilitate discussion with Police Department on traffic related issues **(Kevin Rohani)**
- 5.b. Highlight and publicize varied traffic calming improvements **(Jason Kabalin)**
- 5.c. Implement a series of annual capital projects that will have their own funding allocations and would provide a source to supplement maintenance of the new infrastructure constructed in Oakley **(Kevin Rohani)**
- 5.d. Investigate the opportunities to work with neighboring municipalities on bidding Capital projects in coordination to take advantage of economy of scale for every City **(Kevin Rohani)**
- 5.e. Include all Capital Improvement Project (CIP) items' work within 2-year period (design, ROW acquisition, bid, completion) **(Kevin Rohani)**
- 5.f. Evaluate the placement of more solar-powered speed limit notification signs **(Kevin Rohani)**
- 5.g. Design intersection improvement and signalization at Laurel Road/Rose Avenue and initiate right of way acquisition for the project **(Kevin Rohani)**
- 5.h. Maintain street inventory with annual Pavement Condition Index for all City streets **(Jason Kabalin)**
- 5.i. Complete Laurel Road Widening from Rose Avenue to Mellowood Drive **(Kevin Rohani)**
- 5.j. Develop a formal ADA Evaluation and Transition Plan for City of Oakley **(Dean Hurney)**



- 5.k. Create the Engineering Traffic Model for City of Oakley and keep it updated as new private development projects are designed and constructed **(Kevin Rohani)**
- 5.l. Implement ADA Evaluation and Transition Plan for City of Oakley **(Dean Hurney)**

**Area of Focus #6: PUBLIC SAFETY**

**Goal:** *We will take all possible and prudent steps to provide for continued effective and efficient police service, emergency planning; and coordinate with others that provide fire and emergency medical services.*

**Action items:**

- 6.a. Conduct annual training and table-top exercise for Emergency Operations Plan **(Troy Edgell)**
- 6.b. Explore feasibility of implementing a CERT Program **(Chris Thorsen & Troy Edgell)**
- 6.c. Complete re-write/update to Emergency Operations Plan **(Troy Edgell)**
- 6.e. Evaluate the placement of motion lights and more cameras at City parks **(Leonard Morrow/Kevin Rohani, Rob Roberts)**
- 6.f. Encourage and educate community regarding Neighborhood Watch **(Chris Thorsen)**
- 6.g. Commence regular statistics driven public education messages **(Chris Thorsen)**
- 6.h. Conduct strategic enforcement of problem areas **(Chris Thorsen)**
- 6.i. Increase community outreach/communication via social media **(Chris Thorsen and Nancy Marquez)**
- 6.j. Add a fourth Detective to our staffing **(Chris Thorsen)**
- 6.k. Hire Sergeant for Detective Unit **(Chris Thorsen)**
- 6.l. Re-implement K-9 unit, who can also serve as Problem Oriented Policing (POP) officer **(Chris Thorsen)**
- 6.m. Add one more Motor Officer **(Chris Thorsen)**
- 6.n. Implement Volunteers In Policing (VIP) program **(Jeff Billeci)**
- 6.o. Institute a formal Police Chaplin Program **(Chris Thorsen)**
- 6.p. Develop a Police Explorer Program **(Chris Thorsen and Robert Roberts)**
- 6.q. Prepare Annual Police Department Report **(Chris Thorsen)**
- 6.r. Install Intersection Cameras in at least 4 locations **(Chris Thorsen)**
- 6.s. Expand Vehicle License Plate Reader to two more vehicles **(Chris Thorsen)**
- 6.t. Implement Body-Worn Camera Program **(Chris Thorsen)**
- 6.u. Continue Neighborhood Camera Registration Program **(Chris Thorsen)**

- 6.v.** Improve our investigative capability through the use of technology/new software packages **(Chris Thorsen)**
- 6.w.** Create the Engineering Traffic Model for City of Oakley and monitor and keep it updated as new private development projects are designed and constructed **(Kevin Rohani)**

**Area of Focus #7:      PARKS, STREETScape AND  
RECREATION OPPORTUNITIES**

**Goal:** *We will enrich the lives of Oakley residents by continuing to plan, develop and maintain safe and attractive parks and facilities and offer high quality recreation programs of diverse interests to all age groups, that meet community needs. Staff will endeavor to capitalize on innovation and opportunities for partnerships*

**Action items:**

- 7.a.** Produce and distribute the Community Recreation Guide three times per year **(Lindsey Bruno)**
- 7.b.** Complete Annual Thoroughfare Tree Planting, CIP #50 **(Kevin Rohani)**
- 7.c.** Design Phase 2 for Nunn-Wilson Park (possibly dog park) **(Leonard Morrow/Kevin Rohani)**
- 7.d.** Track and increase Recreation program participation by 10% each year **(Lindsey Bruno)**
- 7.e.** Prepare financing plan for the Oakley Community Park **(Deborah Sultan/Kevin Rohani)**
- 7.f.** Survey community to better offer classes that meet their needs in terms of days and times, and for all ages **(Lindsey Bruno)**
- 7.g.** Explore alternative financing opportunities to ensure quality long-term maintenance for City parks, streetscapes and trails **(Leonard Morrow/Kevin Rohani)**
- 7.h.** Evaluate the addition of needed facilities to parks **(Leonard Morrow/Kevin Rohani)**
- 7.i.** Evaluate improvement options for the reservation process and fees for park recreation and community facilities **(Lindsey Bruno)**
- 7.j.** Continue to implement the Urban Forestry Program **(Leonard Morrow)**
- 7.k.** Research, and implement a Recreation registration, reservation and online payment software by the December 2016 **(Lindsey Bruno)**
- 7.l.** Implement a phased plan to construct a new Community Recreation Center at the Moura Property **(Lindsey Bruno)**
- 7.m.** Evaluate facility rental policies and procedures and update policy as needed, in conjunction with the new online software **(Lindsey Bruno)**
- 7.n.** Integrate Recreation Internship availability for college students by Spring 2017 **(Lindsey Bruno)**
- 7.o.** Increase marketing efforts for classes, programs and events by 25% **(Lindsey Bruno)**
- 7.p.** Add a historical art exhibit to the Heart of Oakley Festival **(Lindsey Bruno)**
- 7.q.** Evaluate a miscellaneous fee schedule for supply requests received by the public (tables, chairs, sound system rental) **(Lindsey Bruno)**



- 7.r. Develop a fee waiver policy and or sponsorship/agreement for waivers of special event related fees (temporary use permit, street closure permit, park permits, etc) **(Lindsey Bruno)**
- 7.s. Develop a streamlined special event permitting process, ensuring all applicable applications are completed, and routed to contributing departments effectively **(Josh McMurray)**
- 7.t. Develop Parks and Landscaping standards for City of Oakley to be used by the development community on the wide range of private development projects in Oakley **(Leonard Morrow)**
- 7.u. Invest in providing free Wi-Fi service in City Parks where we have Comcast service available **(Leonard Morrow)**

**Area of Focus #8: COMMUNITY OUTREACH, COMMUNICATION AND EDUCATION**

*Goal: We will improve our relationships with other community organizations, our public information and customer service efforts, and we will work to increase public input and participation.*

**Action items:**

- 8.a. Return all phone calls and emails same day or within 24 hours **(Bryan Montgomery)**
- 8.b. Keep updated the City's website and continuously monitor content; update as necessary **(Lindsey Bruno)**
- 8.c. Partner with the Chamber of Commerce, School Districts, the Community College District and other community organizations to create a Community Calendar that lists events and activities; publish to the City's website **(Lindsey Bruno)**
- 8.d. Coordinate regular updates from Diablo Water District, Ironhouse Sanitary District, Oakley Library, Contra Costa Community College District, East Contra Costa Fire Protection District Board, Contra Costa Library Commission, Contra Costa Transportation Authority Citizens Advisory Committee, Contra Costa Advisory Council on Aging, and Contra Costa Mosquito Abatement & Vector Control **(Libby Vreonis)**
- 8.e. Continue to build cooperative relationships with representatives of service clubs and other community groups and extend offers to have Staff and/or Councilmembers attend their meetings **(Nancy Marquez)**
- 8.f. Evaluate the survey method for needed adjustments, as we continue to conduct a citizen satisfaction survey every other year **(Nancy Marquez)**
- 8.g. Prepare and send out weekly press releases **(Nancy Marquez)**
- 8.h. Provide regular updates via social media that inform the public regarding City Council meetings, upcoming events, special projects etc. **(Nancy Marquez)**
- 8.i. Promote City Hall tours **(Nancy Marquez)**

- 8.j.** Continue to facilitate Memorial Day, Veterans Day and other like events that retain Oakley's small town identity **(Nancy Marquez)**
- 8.k.** Continue Citizen/Leadership Academy **(Nancy Marquez)**
- 8.l.** Increase visibility of *Oakley OnDemand*, complete employee *OnDemand* training **(Lindsey Bruno)**
- 8.m.** Continue You, Me, We = Oakley program, with additional focus on youth participation **(Gabriela Baños-Galvan)**
- 8.n.** Advertise and prepare related vacancy and term documentation for City Council appointed positions **(Libby Vreonis)**
- 8.o.** Facilitate 2016 and 2018 General Municipal Elections **(Libby Vreonis)**
- 8.p.** Upgrade the audio/visual system in the Council Chambers to record/broadcast public meetings **(Lindsey Bruno)**
- 8.q.** Implement Virtual City Hall – “Engage in Oakley” **(Nancy Marquez-Suarez)**

**Area of Focus #9:**

**POLITICAL LEADERSHIP AND STABILITY**

*Goal: Provide proactive, forward-thinking, civil and long-term focused leadership to guide Oakley forward and become a more effective player in the county, state and federal political environments.*

**Action items:**

- 9.a.** Ensure City Council meetings are professional, business-like, civil and maintain good decorum **(City Council)**
- 9.b.** Develop relationships of trust and influence with county, regional agency, state and federal government officials **(City Council)**
- 9.c.** Address with City Manager issues or areas of concern with City departments and/or employees for review and possible action **(City Council)**
- 9.d.** View the long-term impact not just the short-term, of all decisions and planning efforts **(City Council)**
- 9.e.** Attend and support community organizations and events **(City Council)**
- 9.f.** Seek intergovernmental revenues that support City goals **(City Council)**
- 9.g.** Meet with County Supervisor, State Assemblymember and Senator at least twice per year **(City Council)**

**Area of Focus #10: OPERATIONAL EXCELLENCE**

*Goal: Provide responsive and exceptional public service with a lean yet effective staff, limit the use of consultants and always be POLITE, PROFESSIONAL and PROGRESSIVE in our efforts.*



### **Action items:**

- 10.a.** Conduct semi-annual Department/Division strategic planning sessions (**Bryan Montgomery**)
- 10.b.** Facilitate Community-Council-Staff Strategic Planning Sessions (**Nancy Marquez-Suarez**)
- 10.c.** Continue emphasis of the 3P's of Public Service: Polite, Professional, Progressive (**Bryan Montgomery**)
- 10.d.** Invest in technology to assist staff and operational efficiency (**Paul Abelson**)
- 10.e.** Maintain Records Management and Scanning Program (**Libby Vreonis**)
- 10.f.** Implement agenda management software program (**Libby Vreonis**)
- 10.g.** Hold annual employee recognition event (**Nancy Marquez-Suarez**)

## **CONCLUSION**

This document is a concise, coherent, focused plan that will serve to guide us in our efforts to improve the community. Oakley will continue to experience population growth and has a very bright future. The challenge we face is establishing projects and programs the residents' want that improve their quality of life, while "keeping pace" in maintaining and improving the critical municipal services that we already provide – all with a budget that is much smaller than most communities of our size. Our efforts will make Oakley an even better place to live, work and enjoy a great quality of life.

Simply put, to achieve the goals and objectives of this Plan and the overall vision of even a better Oakley, we will need the tireless efforts and professional expertise of City staff, the support and participation of the community, and the political courage and leadership of the City Council.