

AGENDA

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

Tuesday, April 26, 2016

6:30 p.m.

Oakley City Council Chambers
3231 Main Street, Oakley, CA

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

VISION STATEMENT: The City of Oakley will be recognized as a model of civic participation and a vibrant delta community where families live, work, play, shop and visit.

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

A complete packet of information containing staff reports and exhibits related to each item is available for public review prior to an Oakley City Council and/or City Council Acting as the Successor Agency to the Oakley Redevelopment Agency meeting at Oakley City Hall, 3231 Main Street, Oakley, CA 94561. Any writings or documents provided to a majority of the Oakley City Council or Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency regarding any item on this agenda will be made available for public inspection, during regular business hours, at the front counter in the Main Lobby of the Oakley City Hall located at 3231 Main Street, Oakley, CA 94561.

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

We provide social media options to stay connected to City Hall through Facebook, Twitter, Next Door and Instagram. Other opportunities to connect with City Hall include Engage in Oakley, Oakley OnDemand and the weekly Oakley Outreach email. Please contact (925) 625-7000 for additional information or visit our website at www.oakleyinfo.com

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 (Joseph Fray, Laurel Elementary School Student)**
- 1.3 **Proclamation recognizing April as [Sexual Assault Awareness Month](#)**
- 1.4 **Presentation of Graduating class from the 2016 Oakley Entrepreneur Training Program (Dwayne Dalman, Economic Development Manager)**
- 1.5 **Update from Michael Krieg, Appointee to the Contra Costa Mosquito Abatement & Vector Control District**
- 1.6 **Presentation by Contra Costa Council on Homelessness (Jaime Jenett)**

2.0 PUBLIC COMMENTS

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

3.0 CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency with one single action. Members of the audience, Staff or the Oakley City Council/ Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency who would like an item removed from the Consent Calendar for purposes of public input may request the Mayor remove the item. Members of the public should submit any Speaker Cards related to the Consent Calendar in advance of the Consent Calendar being considered.

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

- 3.1 **[Approve the Minutes](#) of the Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meeting held April 12, 2016 (Kim Carmody, Records Management Clerk)**

Oakley City Council

- 3.2 [Approve the Minutes](#) of the Special Oakley City Council Community Wide Strategic Planning Meeting held April 19, 2016 (Kim Carmody, Records Management Clerk)
- 3.3 Adopt a Resolution Authorizing the City Manager to Execute an Agreement for Services with REM to Provide [Contract Maintenance Services for Trash Capture Devices](#) for the City of Oakley Annually from July 1, 2016 through June 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)
- 3.4 Adopt a Resolution Authorizing the City Manager to Execute an Agreement for Services with Dillon Electric, Inc. to Provide [Contract Electrical Maintenance and Repair Services](#) for City Facilities and Infrastructure on an On-Call Basis from July 1, 2016 through June 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)
- 3.5 Acceptance of work associated with [CIP Project No. 174](#) – Dry Utility Infrastructure Project to 1530 Neroly Road (Kevin Rohani, Public Works Director/City Engineer)
- 3.6 Authorize the City Manager to Execute Agreements for [Contract Public Works Maintenance Services](#) for the City of Oakley with J.W. Backhoe & Construction, Inc. in an Amount not to Exceed \$30,000 and Duran and Venables Inc. in an Amount not to exceed \$50,000 Annually from July 1, 2016 through June 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)
- 3.7 Adopt a Resolution Adopting a [Traffic Order](#) of the City Engineer Establishing Speed Limits (Kevin Rohani, Public Works Director/City Engineer)
- 3.8 Resolution Confirming the [Costs for Abatement of Weeds and Debris](#) at 3817 Longhorn Lane, 5108 Fernwood Court, and 5236 Ironwood Lane (Troy Edgell, Code Enforcement Manager)
- 3.9 [Creation of Special Police Tax Area Zone 157](#): Approval of Resolution No. XX-16, A Resolution Creating Oakley Special Police Tax Zone 157 within the Oakley Special Police Tax Area for Subdivision 9027 (Duarte Ranch) to Establish a Special Tax for Police Protection Services (Kevin Rohani, Public Works Director/City Engineer)
- 3.10 [Creation of Special Police Tax Area Zone 158](#): Approval of Resolution No. ___-16, A Resolution Creating Oakley Special Police Tax Area Zone 158 within the Oakley Special Police Tax Area for Minor Subdivision 14-977 (Doyle Road) to Establish a Special Tax for Police Protection Services (Kevin Rohani, Public Works Director/City Engineer)
- 3.11 Adopt a Resolution Authorizing the City Manager to Enter into an Agreement with Telepacific for a [Hosted PBX Telephone System](#) (Deborah Sultan, Finance Director)

3.12 Waive the First Reading and Introduce an Ordinance adding Chapter 36 to Title 4 of the Oakley Municipal Code that Addresses the [Distribution of Handbills to Residential Properties](#) (Troy Edgell, Code Enforcement Manager)

4.0 PUBLIC HEARINGS

4.1 [Cypress Self Storage](#) General Plan Amendment, Rezone and Design Review (GPA 03-15, RZ 05-15, and DR 12-15) (Ken Strelo, Senior Planner)

This is a request by Brent Aasen of Brentwood MX4 Investments, LP (“Applicant”) requesting approval of: 1) a General Plan Amendment to amend the land use designation from Multi Family Residential (High Density) to Commercial; 2) a Rezone from M-12 (Multi Family Residential) District to P-1 (Planned Unit Development) District; and 3) Design Review (Development Plan) for new development of a 139,408 sf. self storage facility (up to 3 stories tall) with a 1,024 sf. office building on a 3.29 acre vacant lot located on the southern side of the East Cypress Road and Picasso Drive intersection. The site is zoned M-12 (Multifamily Residential) District. APN 033-012-004.

Recommend Approval:

- **Adopt the Negative Declaration for the project;**
- **Adopt a resolution approving the General Plan Amendment;**
- **Waive the first reading and introduce an ordinance approving the Rezone;**
and
- **Adopt a resolution approving the Design Review.**

4.2 [Daub 4 Kidz Bingo Hall](#) Conditional Use Permit (CUP 01-16) (Ken Strelo, Senior Planner)

This is a request by Francine McMahon (“Applicant”) for approval of a Conditional Use Permit to operate a non-profit Bingo Hall (Assembly, Public) within a 6,000 square foot space located at 2105-2107 Main Street (former Diablo Water District Offices within the Cypress Square Shopping Center) (“Project”). The applicant proposes to operate up to four sessions a week, including Tuesday and Friday nights, and Saturday and Sunday afternoons. Up to 100 players, 12 volunteers, and 1 security guard may be present during any given sessions. The site is zoned C (General Commercial) District.

Recommend denial:

- **Adopt a resolution denying the Conditional Use Permit.**

5.0 REGULAR CALENDAR

5.1 Presentation from Oakley Chamber of Commerce on Business Plan Proposal (Dwayne Dalman, Economic Development Manager)

5.2 [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) Appointment to East Contra Costa Fire Protection District Board of Directors

(c) Requests for Future Agendas

7.0 WORK SESSION

Oakley City Council

7.1 2016-2018 [Strategic Plan Work Session](#) to Discuss Plan/Priorities (Nancy Marquez, Assistant to the City Manager)

8.0 CLOSED SESSIONS

8.1 Conference with Legal Counsel pursuant to Government Code section 54956.9(d), paragraph (1) to discuss pending litigation: Claim of Denova Homes

8.2 CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6

City Designated Representative: Bryan Montgomery, City Manager

Unrepresented Employees: Records Management Clerk, Receptionists (3), Paralegal/City Clerk, Program Coordinator/Human Resources Assistant, Human Resources Manager/Assistant to the City Manager, Facilities Maintenance/Code Enforcement Technician, Finance Director, Senior Accountant, Senior Accounting Technician, Accounting Assistant, Permit Technician, Building Inspector II, Code Enforcement Manager, Code Enforcement/Building Inspector II, Chief of Police, Administrative Assistants (3), Police Services Assistant, Assistant to the Chief, Police Services Assistant/ Code Enforcement Technician, Economic Development

Manager, Planning Manager, Senior Planner, Public Works Director/City Engineer, Senior Engineer, Associate Engineer, Assistant Engineer, Public Works Administrative Specialist, Public Works Inspector II, Public Works Maintenance Worker, Public Works Maintenance Laborer, Recreation Manager/Website Coordinator, Recreation & Events Coordinator, Senior Recreation Leader, Recreation Leaders(3), Recreation Aides(2), Facilities Maintenance, Parks & Landscape Maintenance Division Manager, Maintenance Foreman, Public Works Laborer II, Tree Maintenance Laborer, Seasonal Parks and Maintenance Laborers(3), Sports Field Maintenance Laborer, Park Monitor, Facilities Attendant, Police Lieutenant, Police Sergeant, Police Officers,.

**8.3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(a)**

City of Oakley v. Shea Homes, Limited Partnership

8.4 Report out of Closed Session (William Galstan, Special Counsel)

9.0 ADJOURN



P R O C L A M A T I O N
Sexual Assault Awareness Month 2016

WHEREAS, In California there were 9,397 forcible rapes in 2014 and 236 forcible rapes reported in Contra Costa County in the same year; with an increasing number affecting adolescents; and

WHEREAS, sexual assault affects every person of Contra Costa County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

WHEREAS, many citizens of Contra Costa County are working to provide quality services and assistance to sexual assault survivors; and dedicated volunteers help staff 24-hour crisis hotlines, respond to emergency calls and offer support, comfort and advocacy during forensic exams, criminal proceedings, and throughout the healing process; and

WHEREAS, staff and volunteers of Community Violence Solutions and its Rape Crisis Center, Children's Interview Center, Prevention Dept., and Anti-Trafficking Project programs in Contra Costa County are promoting education by offering training to schools, churches, and civic organizations, as well as medical, mental health, law enforcement, education and criminal justice personnel regarding sexual assault issues; and

WHEREAS, it is vitally important that continued educational efforts to provide information about prevention and services for sexual assault be supported and enhanced; and

WHEREAS, it is critical to intensify public awareness of sexual assault, to educate people about the need for citizen involvement in efforts to reduce sexual violence, to increase support for agencies providing sexual assault services, and to increase awareness of the healing power of creative expression; and

WHEREAS, Community Violence Solutions Requests public support and assistance as it continues to work toward a society where all women, children, and men can live in peace, free from violence and exploitation.

NOW, THEREFORE BE IT RESOLVED, that I, Kevin Romick, Mayor of the City of Oakley, join with the members of the Oakley City Council in proclaiming April as Sexual Assault Awareness Month!

April 26, 2016

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 and Special
Meeting of the Oakley City Council
April 12, 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 6:30p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Doug Hardcastle, Sue Higgins, Vanessa Perry, Randy Pope and Kevin Romick were present

1.2 Pledge of Allegiance to the Flag

Davin Bjorkquist, a student from Ironhouse Elementary School led the Pledge of Allegiance

**1.3 Proclamations recognizing Sharlotte Omoletski, Andres Orozco and Jasmin Pinzon
for the 2016 Oakley Youth Advisory Council Outstanding Youth Volunteer Awards**

Mayor Romick read and presented proclamations to the three recipients Sharlotte Omoletski, Andres Orozco and Jasmin Pinzon. The Oakley Youth Advisory Council presented certificates and gifts to the three recipients.

1.4 Update from Mike Yeraka, General Manager, Diablo Water District

Mike Yeraka presented a PowerPoint and discussed water usage and pipeline maintenance, he also provided suggestions to beat the drought and reminded everyone that CCWD is offering rebates, Ironhouse Sanitary District still has the free recycled water program going on and the State of California has additional rebates at saveourwaterrebates.com.

1.5 Update from Constance Holdaway, Director, Division 5, Contra Costa Water District

Constance Holdaway gave an update on water usage and mentioned that customers are doing a fantastic job conserving water, however we still have a big hole to fill, she also mentioned that mandatory water reductions are in place until October, the CCWD still has the lawn to garden program and is also partnering with PG&E to offer rebates for high efficiency washers, she also mentioned that CCWD recently entered into a settlement agreement with the Department of Water Resources to protect our customers should the tunnels go through.

2.0 PUBLIC COMMENTS

Online comment forms– None

Public Comment Cards – None

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 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)**

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

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 Strelø, Senior Planner) *Continued from March 22, 2016***

Ken Strelø presented the staff report and discussed the details and background of the project, there was a question and answer session.

It was moved by Councilmember Hardcastle and seconded by Vice Mayor Higgins to approve item 4.1 with a one year extension. Motion was unanimous and so ordered. (5-0)

Online Comment Forms-None

Public Comment Cards

Richard Sestero mentioned it's important to realize that this project has been around a while but he is ready to proceed, all plans have been submitted and they plan to build the first units this year, he also mentioned that a two year extension would be preferable.

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)

Josh McMurray presented the staff report and provided a Power Point including the details and background of the project.

Online Comment Forms

Jennifer Charvet is the club administrator and scheduler for Impact Soccer, she mentioned that soccer is a growing sport and more fields are a necessity, she also mentioned that she is not looking to increase use just spread it out and she supports the City of Oakley adding Holly Creek Park as a sports field.

John Moriana mentioned that he is the field director and he is responsible for securing the fields for the kids to play, there are not enough fields for everybody, he is sympathetic to the residents and mentioned there are trash issues but they try to police it.

Public Comment Cards

Karen Reiss commented that she feels the staff report miscategorized her discussion with staff and that the planning department was proceeding regardless of her concerns, she also mentioned that their desire is not to have that area turned into a parking lot and have collected over 80 signatures of residents opposed to this project.

Monica Hurney commented that her children are often afraid to go to the park due to loitering, she lives directly next to the park and is concerned with the noise, she also doesn't believe enough people were notified and is concerned with resale values, she also mentioned that she likes the openness and would not like a fence there, she asked that the Council not make a decision tonight and explore more options and provide more community outreach.

Candace Keas commented that building a parking lot with an automatic gate is not going to work, she mentioned that the neighbors are the ones picking up the trash when people loiter she believes it is a bad idea at the end of the street. She also mentioned that all this field does it collect water.

Kayla Reiss commented that she is against this plan, she mentioned there is a lot of crime in the area and believes this will make the problem worse.

It was the consensus of the City Council to look at other options for the grant money and to have recreation start scheduling Holly Creek Park and see what the impact is and report back.

5.2 FY 15/16 3rd Quarter CIP Update (Kevin Rohani, Public Works Director/City Engineer)

Mr. Rohani provided a summary of the feature projects, he mentioned that the Highway 160 gateway monument and landscaping project should be done in a couple of weeks, the police building project is winding down and the downtown rehabilitation project from 2nd Street to Norcross will start the latter part of summer.

5.3 Resolution of Necessity, 3530 Main Street (William Galstan, Special Counsel)

Item 5.3 will be continued to the meeting of April 26, 2016

Online Comment Forms-None

Public Comment Cards-None

6.0 REPORTS

6.1 CITY MANAGER

(a) City Manager

Mr. Montgomery reminded everyone of the Strategic Planning Meeting being held at Freedom High School on April 19th at 6:30 and mentioned that if you can't make the meeting you can attend virtually, he also mentioned Taste of Oakley tickets are still available online or at City Hall.

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 reported that one of the Fire Board representatives has tendered his resignation and we will need to find a replacement, another member has an absenteeism issue due to his work schedule, he mentioned the next Fire Board meeting will be May 2nd at City Hall and the next Habitat Conservancy meeting will be on April 25th at City Hall.

Councilmember Perry asked if the resignation takes effect immediately.

Mr. Montgomery responded that it does take effect immediately.

Mr. Romick reported that the Chamber of Commerce is sponsoring the Brown Bag lunch with the Mayor at City Hall on April 22nd at Noon.

Mr. Hardcastle reported that Diablo Water District and Oakley Disposal will be having a dedication ceremony at Diablo Water Districts new building on April 21st at 9:30 a.m. at 87 Carol Lane.

(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 regular meeting was adjourned at 8:15

**SPECIAL CITY COUNCIL MEETING
Tuesday, April 12, 2016**

1.0 OPENING MATTERS

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

Mayor Romick called the Special Meeting to order at 8:27

2.0 PUBLIC COMMENTS - None

2.0 WORK SESSION

2.1 Strategic Plan Discussion

City Councilmembers and staff had a discussion of the goals and action items for the 2016-2018 strategic Plan.

3.0 ADJOURN

There being no further business, the special meeting was adjourned at 10:43p.m.

Respectfully Submitted

Kim Carmody
Records Management Clerk

**MINUTES OF THE
SPECIAL MEETING OF THE OAKLEY CITY COUNCIL**

**Tuesday, April 19, 2016
Freedom High School Multi-Purpose Room
1050 Neroly Road, Oakley, CA 94561
6:30 p.m.**

1.0 Mayor's welcoming remarks

Mayor Kevin Romick welcomed the public, City Council and City staff to the meeting.

2.0 Pledge of Allegiance to the Flag

Mayor Romick led the Pledge of Allegiance to the Flag.

3.0 Introduction of Goals for the Evening

Mayor Romick explained the focus area workshops set up to discuss the City's goals for the 2016-2018 Strategic Plan and everyone will have the opportunity to attend three of the focus area workshops. He encouraged public input. The following focus area workshops were provided:

- Business & Job Growth/Downtown & Main St. Revitalization
- Planned Quality Growth
- Community Infrastructure & Traffic Safety
- Public Safety
- Parks, Streetscapes & Recreational Opportunities
- Community Outreach, Communication & Participation

4.0 Participation in Focus Area Workshops

The community attended sessions at the following times

- **Session 1** - 6:45pm - 7:05pm
- **Break**
- **Session 2** - 7:10pm - 7:30pm
- **Break**
- **Session 3** – 7:35pm - 7:55pm

5.0 Concluding Comments/Wrap-Up

Mayor Romick announced the raffle prize winners and thanked everyone for attending and for their input.

6.0 Public Comments/Questions

- Can the dead tree in the drainage area on Terra Verde Lane be taken down?
- Will street lights be upgraded on Rose Ave between Laurel & W. Cypress?
- Will a sidewalk be put in between Clearwood Drive and Lauren Lane?

- Are there plans for a bike lane along East Cypress?
- Is there a plan to synchronize the traffic lights along Main Street to keep the traffic moving?
- Why are Oakley citizen's allowed to set off fireworks?
- What are the plans for the Basin on the corner of Laurel Rd & Brown Rd?
- With all the new home plans, is it possible to do something similar to Brentwood's "Bedroom Tax" to help fund our schools? The schools are lacking in funds and are very close to not supporting students.
- Pastor Jay Dynes is willing to be on call to help with the Chaplin needs

7.0 Adjournment

There being no further business, the meeting was adjourned at 8:15 p.m.

Respectfully Submitted,

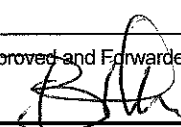
Kim Carmody
Records Management Clerk



STAFF REPORT

Date: Tuesday, April 26, 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 with Revel Environmental Manufacturing, Inc. for Operation and Maintenance of Storm Water Filters for City's Storm Drain Inlets

Background and Analysis

On November 9, 2010 the City executed an agreement with the Association of Bay Area Governments (ABAG) for the City to participate in a grant-funded Bay Area-wide Trash Capture Demonstration Project. Participation in this project resulted in the installation of 28 Full Trash Capture Devices (FTCD) in several locations in Oakley at no cost to the City. On May 9, 2013, the City entered into an agreement with Revel Environmental Manufacturing, Inc. (REM) for the ongoing operation and maintenance of 28 FTCDs.

Over the past several years, the California Regional Water Quality Control Board (Waterboard) has increased the requirements related to trash under the Municipal Regional Stormwater National Pollution Discharge Elimination System Permit that Contra Costa County and the cities within the County operate under. The Waterboard specifically recognizes FTCD units as an effective way to meet this goal provided the units are operated and maintained properly. Part of the City's agreement with ABAG requires the City to operate and maintain these FTCDs in perpetuity at the City's expense. The new Waterboard permit that was adopted on November 19, 2015 requires total elimination of municipal trash getting into waterways by July 1, 2022.

REM has provided excellent service, and staff recommends that their services be continued for the City of Oakley. REM has submitted an updated proposal and their desire to continue to provide servicing the City of Oakley Trash capture Devices.

City staff is working on identifying additional locations that would benefit from installation of FTCDs as well as larger scale methods of capturing trash before it can enter into local waterways to make sure the City is in conformance with the Waterboard permit.

Fiscal Impact

Approval of the resolution will authorize the City Manager to execute the agreement with REM at an annual cost of \$3,402 for servicing the existing Trash capture Devices for FY 2016/17. Funding will be from the Stormwater Maintenance Fund.

Recommendation

Staff recommends that the City Council adopt the resolution approving the agreement with the Revel Environmental Manufacturing, Inc. for an annual cost of \$3,402 and authorizing the City Manager to execute the agreement.

Attachments

1. O & M Services Agreement
2. Resolution

**SHORT FORM
SERVICES AGREEMENT BETWEEN
THE CITY OF OAKLEY AND
REVEL ENVIRONMENTAL MANUFACTURING, INC.**

THIS SERVICES AGREEMENT for Operation & Maintenance of Storm Water Filters is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and Revel Environmental Manufacturing, Inc., a California Corporation (hereinafter referred to as "Contractor") effective as of July 1, 2016 ("Effective Date").

Section I. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Proposal for Operation & Maintenance attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall continue through June 30, 2018.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the general geographical area of the City. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Contractor a sum not to exceed the amount described in Exhibit A. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. These payments shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit invoices to City each month for services provided.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Contractor shall submit invoices, not more often than once per quarter during the term of this Agreement. Invoices shall be on Contractor's Letterhead (or formal invoice form) and contain the following information:
- The beginning and ending dates of the billing period;
 - A description of services for which payment is requested;
 - Amount due;
 - The Contractor's signature.
- 2.2 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.3 Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all amounts due for work satisfactorily completed as of the date of written notice of termination.
- 2.4 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. RECYCLING REQUIREMENTS. Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:

a. **Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.

b. **Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle/.

c. **Road Maintenance and Construction Projects.** Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.

d. **Office Recyclables.** If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.

e. **Special Waste Materials.** Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility

operating within Contra Costa County which may be found at www.cccrecycle.org.

f. Universal Waste. Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit B.

- 5.1 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.
- 5.2 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five calendar days after Contractor is notified of the change in coverage.
- 5.3 Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:
- Obtain such insurance and deduct and retain the amount of

the premiums for such insurance from any sums due under the Agreement;

- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES

- 6.1. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of the performance of this Agreement by Contractor, its officers, employees, agents, volunteers, subcontractors or sub-Contractors, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.
- 6.2. In the event that Contractor or any employee, agent, sub-Contractor or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, sub-Contractors or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 6.3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- 6.4. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material

element of consideration, and that these provisions survive the termination of this Agreement.

Section 7. STATUS OF CONTRACTOR.

7.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement, Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

7.2 Contractor, Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 8. LEGAL REQUIREMENTS.

8.1 Governing Law. The laws of the State of California shall govern this Agreement.

8.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

8.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

8.4 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

8.5 Nondiscrimination and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 9. TERMINATION AND MODIFICATION.

9.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination.

9.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

- 9.3 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 9.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 9.5 Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City may immediately terminate the Agreement.

Section 10. KEEPING AND STATUS OF RECORDS.

- 10.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 10.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or

for any longer period required by law, from the date of final payment to the Contractor to this Agreement,

- 10.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

Section 11 MISCELLANEOUS PROVISIONS.

- 11.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 11.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 11.5 Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 11.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform

Act, codified at California Government Code Section 81000 et seq.

Contractor shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 et. Seq., the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code

§ 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 11.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 11.8 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 11.9 Contract Administration.** This Agreement shall be administered by the City Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

11.10 Notices.

Any written notice to Contractor shall be sent to:

Revel Environmental Manufacturing, Inc.
Attn: Marcel Sloan
960-B Detroit Avenue
Concord, CA 94518

Any written notice to City shall be sent to:

City of Oakley
Attn: City Engineer
3231 Main St.
Oakley, CA 94561

11.11 Integration. This Agreement, including the attached exhibits, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

11.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

11.13 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

CITY:

City of Oakley, a municipal corporation
In the State of California

By: _____
Bryan H. Montgomery, City Manager

CONTRACTOR:

Revel Environmental
Manufacturing, Inc., a California
Corporation

By: _____

Name: _____

Title: _____

Attest:

Libby Vreonis, City Clerk

Approved as to Form:

Derek P. Cole, City Attorney

EXHIBIT A

Proposal for Operation & Maintenance



Revel Environmental Manufacturing Inc.

960-B Detroit Avenue
Concord, California 94518
sales@remfilters.com
www.remfilters.com

Phone (888) 526 4736
Phone (925) 676 4736
Fax (925) 676 8676
Lic. No. 857419

February 10, 2016

Keith Coggins
Engineering Development Manager
City of Oakley,
3231 Main Street
Oakley, CA 94561

SUBJECT: Proposal for Operation & Maintenance (O&M) of the Twenty-seven REM TRITON Storm Water Filters installed in the City of Oakley.

Dear Mr. Coggins:

Thank you for the opportunity to provide a proposal for the Operation & Maintenance of the REM filters.

REM TRITON Filters O&M – 27 Units

Performed three times (3X) per year.

Scope of work performed:

- Remove and dispose of all captured debris and material in accordance with all laws and regulations. (Materials are disposed of at a Class II Hazardous Materials facility.)
- Vacuum and power-wash filters at each service visit.
- Inspect each filter for system operation.
- Replace and recharge BFTG filter media as necessary. Spent REM FOG media (if applicable) shall be manifested and recycled at a Cal EPA approved processing facility.
- A bright-yellow Dated Service Lock-out Tag shall be attached to each catch basin after the service is completed. The "date" corresponds to a REM Service Report.
- Provide Trash Capture Device Maintenance Report tailored to meet the requirements set forth by the Bay Area Trash Capture Project/SFEP.
- REM municipal reporting is archived for future reference.
- REM warrants TRITON Filters an additional **Five** years beyond the one-year standard product warranty at **no additional charge**.

The work shall be scheduled and performed at **\$42/Filter three times per year**.

960-B Detroit Ave. Concord CA 94518 PH: (888) 526-4736 FAX: (925) 676-8676

Cost Summary:

Annual Services Provided	Total Cost
Complete Maintenance \$1,134 (27 units x \$42/ filter) x 3/yr	\$3,402
Debris Removal & Disposal	Included
Media Recharge & Recycle	Included
Dated Lock-out Service Tags	Included
3rd Party Reporting & Archiving	Included
Six-year Filter Warranty	Included
Total Annual Cost	\$3,402

Site Location: City of Oakley

Contact Ref: Keith Coggins
 Engineering Development Manager

 3231 Main Street
 Oakley, CA 94561

 Ph: (925) 625-7155 Fax: (925) 625-9194
 Email: coggins@ci.oakley.ca.us

Service Dates: Feb/March - O&M Service
 June/July/Aug - O&M Service
 Dec - O&M Service
 (Filter Media Recharge/Replacement as required)

Estimate Date: February 10, 2016 (Estimate valid for 60 days)

The Terms and Conditions attached constitute a part of this agreement.

This agreement is hereby accepted:

BY: _____
 Client Authorized Signature

DATE: _____

BY: _____
 REM Inc. Authorized Signature

DATE: _____

TERMS AND CONDITIONS

- This agreement shall remain in force unless canceled in writing with 60 day written notice by either party.
- Client or their representative agrees to provide unobstructed access to all storm water structures that are to be inspected and maintained. Subsequent site visits necessitated by the inability to complete services due to obstructed access may be subject to additional service charges.
- REM Inspection/Operation & Maintenance programs are based on a good faith estimate to predict labor, material, time, fuel, and disposal costs. Due to the possibility of extended periods between the estimate date and the commencement date of future clean/pump-out service work, price estimates are subject to unforeseen market cost fluctuations. REM shall notify owner in advance of any price change with an updated change order estimate in writing. Work shall commence only after REM receives owner's approval.
- REM endeavors to render prompt and efficient service hereunder, but it is expressly agreed that REM shall be held harmless for damages or loss due to delays in the performance of this agreement.
- REM is not responsible for damages resulting from the negligence or carelessness of others, including, but not limited to broken grates, damaged inlet structures, damaged swale grass, blocked or damaged drainage systems, the improper maintenance procedures by onsite personnel, erosion, or the absence of a maintenance performed.
- REM Filters and Inspection and O&M Programs do not guaranty that blockages, erosion or flooding may not occur during inclement weather. REM is not responsible for damages caused during (or after) storm events, natural causes, or any other "act of god" occurrences beyond REM's control.
- REM Filters and Inspection and O&M Programs do not guaranty that Client complies with current and future site EPA effluent benchmark requirements and discharge restrictions. REM shall be discharged from any claims thereof.
- Client shall be responsible for the removal and disposal of any found Class I Hazardous Waste material in accordance with all appropriate laws and regulations.
- REM warrants TRITON filters against any defect in material or workmanship subject to the terms described on the *REM Product Warranty*.
- The REM program services and maintains the catch basin filter device(s). The program does not include subterranean lateral lines. (Please contact REM directly for other services.)
- This agreement covers the complete understanding between the parties. No oral representations shall be binding by either party. This agreement shall become effective only when accepted by the Client and subsequently approved by an authorized representative of REM.
- Payment Terms: Net 30 Days.

Exhibit B

Insurance Requirements

Specific Insurance Requirements and Required Policy Limits

PROFESSIONAL SERVICES CONTRACTS:

Including, but not limited to architects, engineers, consultants, counselors, attorneys and accountants.

Consultant shall procure and maintain for the duration of its contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

Minimum scope of coverage

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects and Engineers coverage shall be endorsed to include contractual liability.

Minimum limits of insurance

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately for this project/location or the general aggregate limit shall be twice the required occurrence limit (e.g. \$2,000,000).
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Other insurance provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of consultant; or automobiles owned, leased, hired or borrowed by the consultant.
2. For any claims related to this project, the consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of the consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

The Workers' Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

Deductibles and Self-Insurance Retentions

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage

required by these specifications at any time.

Subcontractors

Consultants shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

RESOLUTION NO. XX -16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE OPERATION AND MAINTENANCE SERVICES AGREEMENT WITH REVEL ENVIRONMENTAL MANUFACTURING, INC. FOR OPERATION AND MAINTENANCE SERVICES TO CITY OWNED STORMWATER FILTERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the City of Oakley entered into an agreement with the Association of Bay Area Governments which resulted in the installation of stormwater filters in several locations at no cost to the City; and

WHEREAS, part of the agreement with the Association of Bay Area Governments required the City to provide for the ongoing operation and maintenance of the filters; and

WHEREAS, on May 9, 2013 the City and Revel Environmental Manufacturing, Inc. (REM) executed an agreement for REM to provide the operation and maintenance services; and

WHEREAS, the City would like to continue having REM provide these services for FY 2016/17 and FY 2017/18;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Operation and Maintenance Services agreement with Revel Environmental Manufacturing, Inc. is hereby approved and the City Manager is authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 26th day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

ATTEST:

Kevin Romick, Mayor

Libby Vreonis, City Clerk

Date

OAKLEY



CALIFORNIA

Agenda Date: 04/26/2016
Agenda Item: 3.4

STAFF REPORT

Date: Tuesday, April 26, 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 Dillon Electric, Inc. for On-Call Electrical Maintenance Services for the City of Oakley for FY 2016/17 and FY 2017/18

Background and Analysis

The City of Oakley currently utilizes several outside contract services to supplement the in-house staffing resources. These contract services are used to provide a wide range of maintenance services, including the City's electrical maintenance, troubleshooting and repairs.

Dillon Electric, Inc. is a local electrical contractor that is based in the Oakley area, and has been very responsive and prompt in providing electrical maintenance services to City of Oakley for many years. These services have included various electrical and wiring services at the Civic Center Campus, Oakley Plaza Center and Oakley Recreation Building. They have also provided assistance with the trouble shooting and repair of various other City owned facilities including: radar speed signs, street lighting and park lighting.

The electrical services provided by Dillon Electric, Inc. have been economical and effective in addressing the various maintenance service needs of the City of Oakley. Dillon Electric, Inc. has proposed to continue to provide these services to the City on an as needed basis. Staff recommends a contract be awarded to Dillon Electric, Inc. for providing electrical maintenance services on an on-call basis for the City of Oakley for FY 2016/17 and FY 2017/18.

Fiscal Impact

Approval of the resolution will authorize the City Manager to execute the On-Call Electrical Maintenance Services Agreement with Dillon Electric, Inc. for FY 2016/17 and FY 2017/18. The funding for this service is included in the operating budget for FY 2016/17.

Recommendation

Staff recommends that the City Council adopt the resolution approving the On-Call Electrical Services Maintenance Agreement with Dillon Electric, Inc. for a two year period and authorizing the City Manager to execute the agreement.

Attachments

1. Proposal - Dillon Electric, Inc.
2. Resolution

Dillon Electric Inc.

P.O. Box 187
Oakley, CA 94561
(925) 679-3932 tel
(925) 679-3934 fax

March 28, 2016

Mr. Kevin Rohani
Public Works Director/City Engineer
City of Oakley
3231 Main Street
Oakley, CA 94561

Subject: Statement of Qualifications for On-Call Electrical Service Work

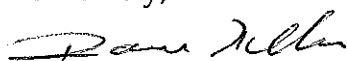
Dear Mr. Rohani,

Thank you for selecting Dillon Electric Inc. to provide professional electrical service work to the City of Oakley on an on-call basis. Dillon Electric's expertise in the electrical service field has allowed us to provide a wide range of electric on-call assistance on projects in the City of Oakley since its inception in 1999. Dillon Electric has provided the City with our expertise with the installation and maintenance of speed signs, street and park lighting, troubleshooting, repair, design, new construction as well as electrical service for the City's pump stations & City Hall.

Dillon Electric is able to provide tailored, individualized service and emergency repairs on a moment's notice being based in the local Oakley area. We appreciate and look forward to the opportunity to continue to provide our high level of service and support to the City of Oakley for all of its electrical service needs.

If you have any questions, please call me in the office at (925) 679-3932 or on my cell (925) 250-5912. You may also reach me via email at dillonelectric@comcast.net

Sincerely,



Dave Dillon, CEO
Dillon Electric, Inc.

Dillon Electric Inc.

P.O. Box 187 Oakley, CA 94561 Ph. (925) 679-3932 Fax (925) 679-3934

CA License # 757173

April 1, 2016

Rate Schedule -On-Call Electrical Service Agreement FY 2016/17

Labor -----	\$85.00 per man hour
Bucket Truck -----	\$40.00 per hour
Work Truck -----	\$35.00 per hour
Crane Service Truck -----	\$40.00 per hour

RESOLUTION NO. ____-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AWARD OF CONTRACT WITH DILLON ELECTRIC, INC. FOR AN ON-CALL ELECTRICAL MAINTENANCE AND REPAIR SERVICES AGREEMENT FOR THE CITY OF 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 facilities and infrastructure; and

WHEREAS, the City of Oakley does not have in-house resources who specialize in providing electrical repair and maintenance of City facilities; and

WHEREAS, Dillon Electric, Inc. has provided economical and prompt electrical maintenance services to City of Oakley in the past and has proposed to continue to provide such services; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the On-Call Electrical Maintenance and Repair Services agreement with Dillon Electric, Inc. for Fiscal Year 2016/17 and Fiscal Year 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 26th 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 26, 2016
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, P.E., Public Works Director/City Engineer
SUBJECT: Acceptance of work associated with CIP Project No. 174 – Dry Utility Infrastructure Project to 1530 Neroly Road

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

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

This project constructed dry utilities (Electric, Gas, Telephone, Cable TV) infrastructure to the property at 1530 Neroly Road. This was a City owned property that is located at the intersection of Neroly Road and Empire Avenue in front of the Diamond Hills Athletic Club. The property has been sold by the City, and a condition of the sale was for the City to bring dry utilities to the property line on Empire Avenue.

The construction of the City's utility infrastructure project has been successfully completed and there is a new building being constructed on this site which will be the new home for the East Bay Work Wear store.

Fiscal Impact

This construction contract awarded by the City Council was for \$123,230.00 with a contingency amount of \$20,000, bringing the total authorized construction budget to \$143,230.00. This construction contract was successfully completed under the authorized budget for \$127,420.00.

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

Staff Recommendation

Staff recommends that the City Council Adopt the Resolution accepting CIP 174 - Dry Utility Infrastructure Project to 1530 Neroly Road, as constructed by R & R Pacific Construction to be complete, and to direct the City Clerk to file a Notice of Completion for the project with the County Recorder.

Attachments

1. Resolution
2. Notice of Completion

RESOLUTION NO. __-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ACCEPTING AS COMPLETE THE WORK PERFORMED BY R & R PACIFIC CONSTRUCTION FOR CIP PROJECT NO. 174 – DRY UTILITY INFRASTRUCTURE PROJECT TO 1530 NEROLY RD

WHEREAS, the City of Oakley prepared plans, special provisions, and cost estimates related to CIP Project No. 174 – Dry Utility Infrastructure Project to 1530 Neroly Road; and

WHEREAS, on November 10, 2015, by adopting Resolution No. 130-15, the City Council awarded a construction contract to R & R Pacific Construction, for the construction of CIP No. 174 – Dry Utility Infrastructure Project to 1530 Neroly Road; and

WHEREAS, during the life of the project one (1) change order was issued, and the final project cost is \$127,420.00; and

WHEREAS, R & R Pacific Construction has satisfied the contractual requirements necessary for the acceptance of CIP No. 174 – Dry Utility Infrastructure Project to 1530 Neroly Road as complete.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that CIP Project No. 174 – Dry Utility Infrastructure Project to 1530 Neroly Road is hereby accepted as complete.

BE IT FURTHER RESOLVED AND ORDERED, that the City Clerk is hereby directed to file a Notice of Completion for CIP No. 174 – Dry Utility Infrastructure Project to 1530 Neroly Road with the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 26th of April, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

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

WHEN RECORDED MAIL TO:

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

RECORDING REQUESTED BY:

City Of Oakley
3231 Main Street
Oakley, CA 94561

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

CIP 174 – Dry Utility Infrastructure Project to 1530 Neroly Road

NOTICE IS HEREBY GIVEN THAT:

The CITY OF OAKLEY, a political subdivision of the State of California, did, on November 10, 2015, enter into an agreement with R & R Pacific Construction for the construction of Capital Improvement Program Project Number 174 –Dry Utility Infrastructure Project to 1530 Neroly Road.

The work described in the contract documents was to furnish all material, labor, and equipment necessary to complete CIP No. 174 – Dry Utility Infrastructure Project to 1530 Neroly Road.

On April 26, 2016 said contract, as a whole was completed and the work was accepted by the City Council of the City of Oakley.

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

Executed at Oakley, Contra Costa County, State of California, on April 26, 2016.

By: _____
Libby Vreonis, City Clerk
City of Oakley, California

STAFF REPORT

Date: Tuesday, April 26, 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 with J.W. Backhoe & Construction, Inc. and Duran & Venables, Inc. for On-Call Services for Maintenance and Repair of City Infrastructure for FY 2016/17 and FY 2017/18

Background and Analysis

The City of Oakley doesn't currently have sufficient in-house resources to be able to address all the on-going maintenance needs of the public infrastructure and facilities in the community. Outside contractors have been used to supplement City staff in performing maintenance activities. The various types of public works maintenance activities that the City needs for outside contractor resources generally are: street repair and pothole patching, crack filling of streets, storm drain culvert repair and rehabilitation, ditch cleaning, large scale brush removal from open ditches and drainage basins, striping of streets and parking lots, guard rail repair and replacement and concrete repair for curb, gutter and sidewalks.

It has been very time consuming and not sustainable to solicit bids, execute and administer contracts for each individual maintenance service. Staff has investigated the concept of having On-Call Maintenance Service Agreements that would provide the City with a wide range of maintenance services under one contract. With this approach, staff can supplement in-house resources with outside contractors to expeditiously and professionally provide these services to the community.

Staff has selected the construction companies of: J.W. Backhoe & Construction, Inc. and Duran & Venables, Inc. to be a part of the team of contractor resources that would be utilized by staff in providing public works maintenance for the community. These firms each have a unique expertise, have worked in the past for the City of Oakley and have performed very well and in a very professional manner. Staff will use these firms on-call, and as needed to address various maintenance service needs in accordance with the unit prices that are proposed and agreed upon by the contractors and the City.

Staff recommends that the Council approve agreements for each contractor for each fiscal year; FY 2016/17 and FY 2017/18 for a not to exceed amount of \$30,000.00 for J.W. Backhoe & Construction, Inc. and \$50,000.00 for Duran and Venables, Inc.

Fiscal Impact

Approval of this resolution will authorize the City Manager to execute the On-Call Services Agreements with a spending limit of \$30,000.00 for J.W. Backhoe & Construction, Inc.; and \$50,000.00 for Duran and Venables, Inc.; for each fiscal year; FY 2016/17 and FY 2017/18. Funding will be from various capital and roadway maintenance funds.

Recommendation

Staff recommends that the City Council adopt the resolutions approving the On-Call Services Agreements with the two contractors for a not to exceed amount of \$80,000.00 total for each fiscal year; FY 2016/17 and FY 2017/18 and authorizing the City Manager to execute the agreements.

Attachments

1. Draft On-Call Services Agreement – J.W. Backhoe & Construction, Inc.
2. Draft On-Call Services Agreement – Duran and Venables, Inc.
3. J.W. Backhoe & Construction, Inc. – Resolution
4. Duran and Venables, Inc. - Resolution

**SHORT FORM
ON-CALL SERVICES AGREEMENT BETWEEN
THE CITY OF OAKLEY AND J.W. BACKHOE & CONSTRUCTION, INC.**

THIS ON-CALL SERVICES AGREEMENT for Maintenance and Repair of City Facilities is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and **J.W. Backhoe & Construction, Inc.**, a California Corporation, (hereinafter referred to as "Contractor") effective as of **July 1, 2016** ("Effective Date").

Section 1 **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City, maintenance and repair services on an on-call basis at the rates specified in the Compensation Schedule attached hereto and incorporated herein as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1** **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall continue until June 30, 2018.
- 1.2** **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the general geographical area of the City. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.
- 1.3** **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4** **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2 **COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed the amount of **Thirty Thousand Dollars (\$30,000.00)** for each fiscal year; FY 2016/17 and FY 2017/18. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth

herein. These payments shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit invoices to City each month for services provided.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Contractor shall submit invoices, not more often than once per month during the term of this Agreement. Invoices shall be on Contractor's Letterhead (or formal invoice form) and contain the following information:
 - The beginning and ending dates of the billing period;
 - A description of services for which payment is requested;
 - Amount due;
 - The Contractor's signature.
- 2.2 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.3 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all amounts due for work satisfactorily completed as of the date of written notice of termination.
- 2.4 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3 PREVALING WAGE REQUIREMENTS. All workers engaged in fulfilling this contract must be paid by the Contractor not less than the general prevailing rate of per diem wages as required by California Labor Code Sec. 1771. Copies of the prevailing wage rates are on file at City Hall. The contractor shall comply with the requirements of Labor Code Sec. 1781 relating to maintaining and making available for inspection certified payroll records. Failure to comply with the Labor Code requirements subject the Contractor to fines and

the City will enforce the prevailing wage requirements, Labor Code Sec. 1775 and 1813.

Section 4 FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 5 RECYCLING REQUIREMENTS. Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:

- 5.1 Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.
- 5.2 Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle/.
- 5.3 Road Maintenance and Construction Projects.** Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.
- 5.4 Office Recyclables.** If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.
- 5.5 Special Waste Materials.** Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and

rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.ccrecycle.org.

- 5.6 Universal Waste.** Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

Section 6 INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit B.

- 6.1 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.
- 6.2 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five calendar days after Contractor is notified of the change in coverage.
- 6.3 Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have

and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 7 **INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES**

- 7.1. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of the performance of this Agreement by Contractor, its officers, employees, agents, volunteers, subcontractors or sub-Contractors, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.
- 7.2. In the event that Contractor or any employee, agent, sub-Contractor or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, sub-Contractors or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 7.3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

- 7.4. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 8 **STATUS OF CONTRACTOR.**

- 8.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement, Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 8.2 **Contractor, Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 9 **LEGAL REQUIREMENTS.**

- 9.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 9.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 9.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is

bound by the terms of such fiscal assistance program.

- 9.4 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 9.5 Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 10 TERMINATION AND MODIFICATION.

- 10.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination.

- 10.2 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 10.3 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 10.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 10.5 Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City may immediately terminate the Agreement.

Section 11 KEEPING AND STATUS OF RECORDS.

- 11.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 11.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to

the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement,

- 11.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

Section 12 MISCELLANEOUS PROVISIONS.

- 12.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 12.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 12.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 12.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 12.5 Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 12.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a

"conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Contractor shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 et. Seq., the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 12.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 12.8 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 12.9 **Contract Administration.** This Agreement shall be administered by the City Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

12.10 **Notices.**

Any written notice to Contractor shall be sent to:

J.W. Backhoe & Construction, Inc.
Attn: Jim Williamson
P. O. Box 722
Knightsen, CA 94548

Any written notice to City shall be sent to:

City of Oakley
Attn: Kevin Rohani,
Public Works Director/City Engineer
3231 Main St.
Oakley, CA 94561

12.11 Integration. This Agreement, including the attached exhibits, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

12.13 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

CITY:

City of Oakley, a municipal corporation

In the State of California

By: _____

Bryan H. Montgomery, City Manager

CONTRACTOR:

J.W. Backhoe & Construction,
Inc., a California Corporation

By: _____

Jim Williamson, Owner

Attest:

Libby Vreonis, City Clerk

Approved as to Form:

Derek P. Cole, City Attorney

EXHIBIT A

Compensation Schedule



April 18, 2016

Mr. Kevin Rohani
Public Works Director/City Engineer
City of Oakley
3231 Main Street
Oakley, Ca 94561

Subject: Statement of Qualification for On-Call Underground Utility Service work

Dear Mr. Rohani,

We at JW Backhoe & Construction are very pleased that the City of Oakley has selected us to provide underground utility service work on an On-Call basis. JW Backhoe has provided the City of Oakley with underground utility service work, which includes water main and water service repair and new installation, sewer main and sewer lateral repair and new installation, storm drain repair and patch paving, since 2008.

JW Backhoe is conveniently located in Brentwood, making us able to respond to an emergency quickly. We appreciate and look forward to providing the City of Oakley with all their underground utility needs.

If you have any questions, feel free to give me a call at (925) 516-1266 or on my cell (925) 595-4176. If email is preferred, you may reach me at bobby@jwbackhoe.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bobby Williamson', is written over a horizontal line. The signature is stylized and fluid.

Bobby Williamson, VP
JW Backhoe & Construction Inc.



January 2016

Office 925-516-1266
Cell 925-980-8243 Jim
Cell 925-595-4176 Bobby
Fax 925-516-6566
Home 925-634-7905

City of Oakley:

Following is our current labor and equipment schedule per hour:

CLASSIFICATION:

Labor	\$ 61.95
Operator	70.35
Foremen	79.80
Teamster	55.65

EQUIPMENT:

Backhoe	\$ 63.00
Loader 938	147.00
Excavator 330	189.00
Air Compressor W/tools	50.40
Wacker	26.25
3" Pump	39.90
Roller	47.25
Oil-Pot	31.50
Steel Plate	a day 84.00

TRUCKS:(prices are bare, except as indicated)

5 yard dump	\$ 57.75
10Wheel Dump	84.00
Pick-up	33.60
Arrow Board	a day 97.00
Cones & Signs (Traffic Control)	12.60



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER DLS Insurance Services PO Box 505 Knightsen, CA 94548 Richard Stockman	CONTACT NAME: Richard Stockman PHONE (A/C, No, Ext): 925-513-9080 E-MAIL ADDRESS: rich@dlsins.com	FAX (A/C, No): 925-281-5742
	INSURER(S) AFFORDING COVERAGE	
INSURED JW Backhoe & Const., Inc. Jim and Tammy PO Box 722 Knightsen, CA 94548	INSURER A: Technology Insurance Company NAIC # 42376	
	INSURER B: Admiral Insurance Company 003026	
	INSURER C: Starstone National Insurance 25496	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	FEI-ECC-10351-03	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		TPP1061674	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			FEI-EXS-22327-00	01/20/2016	10/01/2016	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	T20160021	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Oakley is named as Additional Insured with respect to General Liability and Auto Liability. Waiver of Subrogation applies to General Liability. 10 day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER CITYOFO City of Oakley 3231 Main Street Oakley, CA 9451	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

NOTEPADINSURED'S NAME **JW Backhoe & Const., Inc.****JWBAC-1**
OP ID: NHPAGE 2
Date **02/11/2016**

15-16

General Liability

Additional insured (AI for Owners, Lessees or Contractors)

form ECC-319-0712

Waiver of Subrogation ECC-320-0712

Primary and Non-Contributory endorsement ECC-548-0712

Umbrella added 1-20-16

Following form over general liability, auto and employers liability

Auto

Additional Insured form CA9901871013

Workers Compensation

Waiver of subrogation form WC040306 (ED. 4-84)

As required by written contract



JW Backhoe & Construction Inc.
Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 10/1/2015 attaches to and forms a part of Policy Number FEL-ECC-10351-03. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Automatic Waiver of Subrogation Endorsement

This endorsement, effective 10/1/2015 attaches to and forms a part of Policy Number FEI-ECC-10351-03. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

Exhibit B

Insurance Requirements

Specific Insurance Requirements and Required Policy Limits

PROFESSIONAL SERVICES CONTRACTS:

Consultant shall procure and maintain for the duration of its contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

Minimum scope of coverage

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

Minimum limits of insurance

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately for this project/location or the general aggregate limit shall be twice the required occurrence limit (e.g. \$2,000,000).
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Other insurance provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of consultant; or automobiles owned, leased, hired or borrowed by the consultant.
2. For any claims related to this project, the consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by

the City, its officers, officials, employees and volunteers shall be in excess of the consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

The Workers' Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

Deductibles and Self-Insurance Retentions

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Consultants shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**SHORT FORM
ON-CALL SERVICES AGREEMENT BETWEEN
THE CITY OF OAKLEY AND DURAN AND VENABLES, INC.**

THIS ON-CALL SERVICES AGREEMENT for Maintenance and Repair of City Facilities is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and **Duran and Venables, Inc.**, a California Corporation, (hereinafter referred to as "Contractor") effective as of **July 1, 2016** ("Effective Date").

Section I **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City, maintenance and repair services on an on-call basis at the rates specified in the Compensation Schedule attached hereto and incorporated herein as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall continue until June 30, 2018.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the general geographical area of the City. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2 **COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed the amount of **Fifty Thousand Dollars (\$50,000.00)** for each fiscal year; FY 2016/17 and FY 2017/18. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth

herein. These payments shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit invoices to City each month for services provided.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Contractor shall submit invoices, not more often than once per month during the term of this Agreement. Invoices shall be on Contractor's Letterhead (or formal invoice form) and contain the following information:
 - The beginning and ending dates of the billing period;
 - A description of services for which payment is requested;
 - Amount due;
 - The Contractor's signature.
- 2.2 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.3 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all amounts due for work satisfactorily completed as of the date of written notice of termination.
- 2.4 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3 PREVALING WAGE REQUIREMENTS. All workers engaged in fulfilling this contract must be paid by the Contractor not less than the general prevailing rate of per diem wages as required by California Labor Code Sec. 1771. Copies of the prevailing wage rates are on file at City Hall. The contractor shall comply with the requirements of Labor Code Sec. 1781 relating to maintaining and making available for inspection certified payroll records. Failure to comply with the Labor Code requirements subject the Contractor to fines and

the City will enforce the prevailing wage requirements, Labor Code Sec. 1775 and 1813.

Section 4 FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 5 RECYCLING REQUIREMENTS. Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:

- 5.1 Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.
- 5.2 Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle/.
- 5.3 Road Maintenance and Construction Projects.** Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.
- 5.4 Office Recyclables.** If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.
- 5.5 Special Waste Materials.** Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and

rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.ccrecycle.org.

- 5.6 Universal Waste.** Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

Section 6 INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit B.

- 6.1 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.
- 6.2 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five calendar days after Contractor is notified of the change in coverage.
- 6.3 Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have

and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 7 INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES

- 7.1. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of the performance of this Agreement by Contractor, its officers, employees, agents, volunteers, subcontractors or sub-Contractors, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.
- 7.2. In the event that Contractor or any employee, agent, sub-Contractor or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, sub-Contractors or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 7.3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

- 7.4. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 8 **STATUS OF CONTRACTOR.**

- 8.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement, Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 8.2 **Contractor, Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 9 **LEGAL REQUIREMENTS.**

- 9.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 9.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 9.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall

comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

9.4 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

9.5 Nondiscrimination and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 10 TERMINATION AND MODIFICATION.

10.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination.

10.2 Amendments. The parties may amend this Agreement only by a

writing signed by all the parties.

- 10.3 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 10.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 10.5 Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City may immediately terminate the Agreement.

Section 11 KEEPING AND STATUS OF RECORDS.

- 11.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 11.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to

charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement,

- 11.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

Section 12 MISCELLANEOUS PROVISIONS.

- 12.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 12.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 12.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 12.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 12.5 Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 12.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose

business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Contractor shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 et. Seq., the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 12.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 12.8 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 12.9 Contract Administration.** This Agreement shall be administered by the City Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

12.10 **Notices.**

Any written notice to Contractor shall be sent to:

Duran and Venables, Inc.
Attn: Danny Duran
748 South Hillview Drive
Milpitas, CA 95035

Any written notice to City shall be sent to:

City of Oakley
Attn: Kevin Rohani,
Public Works Director/City Engineer
3231 Main St.
Oakley, CA 94561

12.11 Integration. This Agreement, including the attached exhibits, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

12.13 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

CITY:
City of Oakley, a municipal corporation
In the State of California

CONTRACTOR:
Duran & Venables, Inc.,
a California Corporation

By: _____
Bryan H. Montgomery, City Manager

By: _____
Danny Duran, Owner

Attest:

Libby Vreonis, City Clerk

Approved as to Form:

Derek P. Cole, City Attorney

EXHIBIT A

Compensation Schedule



DURAN & VENABLES

GENERAL ENGINEERING CONTRACTORS

Since 1979

Proposal for On-Call Public Works Maintenance Services for the City of Oakley

February 9, 2016

City of Oakley
3231 Main Street
Oakley, CA
Attn: Kevin Rohani

Scope 1: Asphalt Paving and Related Repairs/Patching			
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
1	Crack Fill - 1 Shift: Supply crew and material per day	1 day	\$6,160
3	Pothole Patching 700 SF 2.5" AC : Price includes prep and cleaning of various side potholes. Also to apply tack oil and hot mix asphalt per SF	SF	\$12.15
4	Asphalt Paving, Sawcut, Remove and Replace: Supply crew to sawcut and remove various locations of failed asphalt. Place back 4" of new asphalt per SF	SF	\$6.80
5	Remove existing surface and haul off material. Subgrade and compact area and place 4" of new base rock and place 2" of new asphalt for pathway	SF	\$11.25
6	Prep and apply (2) coats overkote sealer approx 5,000 SF	SF	\$0.50
7	Apply (2) coats of overkote sealer approx 5,000+ SF	SF	\$0.90

DURAN & VENABLES, INCORPORATED

748 South Hillview Drive, Milpitas, CA 95035 | T 408-934-7300
F 408-934-7310 | www.duran-venables.com

Scope 2: Concrete Work

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
1	Grind various areas of concrete that are humped up to avoid trip hazards at walks and driveways	LF	\$24.20
2	Curb & Gutter: Supply Crew to demo and remove curb and gutter and replace on native soil. Includes base rock and dump fees. Re-steel #4 city standard.	LF	\$55.08
3	Remove sidewalk base, place 4" of new base rock, place 4" new PCC walk with broom finish. Re-steel #4 city standard. Based on minimum of 16 SF	SQFT	\$45.15
4	Subgrade and rock for new slab. Place 4" of AB and 4" of PCC based on approx 32 SF	SQFT	\$145.86
5	Place new retaining wall 3' to 5' high	LF	\$163.20

Scope 3: Tractor and Backhoe Work

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
1	Provide brush mower and crew to remove and off haul brush & weeds per day. Includes 1- 10 yard dump.	DAY	\$4,453

Scope 4: Striping

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
	PAINT		
1	ADA Stall, including striping sign and wheel stop	LS	\$604.10
2	4" line	LF	\$0.28
3	6" line	LF	\$0.41
4	12" line	LF	\$1.18
5	Double Yellow	LF	\$0.60
6	8" or 12" Stencils per word	EA	\$6.04
7	Arrows	EA	\$32.62

Scope 5: Guard Rail based on 200 LF

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
	PAINT		
1	Standard Caltrans guardrail only on standard wood posts installed (200 ft minimum). Includes (2) max end anchor assemblies and traffic control (1 day)	LF	88.23

DURAN & VENABLES, INCORPORATED

748 South Hillview Drive, Milpitas, CA 95035 | T 408-934-7300
 F 408-934-7310 | www.duran-venables.com

Exhibit B

Insurance Requirements

Specific Insurance Requirements and Required Policy Limits

PROFESSIONAL SERVICES CONTRACTS:

Consultant shall procure and maintain for the duration of its contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

Minimum scope of coverage

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

Minimum limits of insurance

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately for this project/location or the general aggregate limit shall be twice the required occurrence limit (e.g. \$2,000,000).
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Other insurance provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of consultant; or automobiles owned, leased, hired or borrowed by the consultant.
2. For any claims related to this project, the consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by

the City, its officers, officials, employees and volunteers shall be in excess of the consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

The Workers' Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

Deductibles and Self-Insurance Retentions

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Consultants shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

RESOLUTION NO. XX -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE ON-CALL SERVICES AGREEMENT WITH J.W. BACKHOE &
CONSTRUCTION, INC. FOR ON-CALL MAINTENANCE AND REPAIR SERVICES TO
CITY INFRASTRUCTURE 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 such as streets, waterline, storm drain basins, etc.; and

WHEREAS, the need for this type of service has greatly increased over the past several years primarily due to deferred maintenance and the large number of subdivisions being accepted for maintenance; and

WHEREAS, J.W. Backhoe & Construction, Inc. has performed these services competently at different times for the City; and

WHEREAS, the award of the agreement is exempt from competitive bidding under Section 3.6.010 of the Oakley Municipal Code paragraph 8) which provides an exception for competitive bidding "*For maintenance and repair of buildings and facilities*"; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the On-Call Services agreement with J.W. Backhoe & Construction, Inc. for maintenance and repair services for each fiscal year; FY 2016/17 and FY 2017/18 for an amount not to exceed \$30,000.00 is hereby approved and the City Manager is authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 26th day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

ATTEST:

Kevin Romick, Mayor

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE ON-CALL SERVICES AGREEMENT WITH DURAN & VENABLES,
INC. FOR ON-CALL MAINTENANCE AND REPAIR SERVICES TO CITY
INFRASTRUCTURE 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 facilities such as streets, waterline, storm drain basins, etc.; and

WHEREAS, the need for this type of service has greatly increased over the past several years primarily due to deferred maintenance and the large number of subdivisions being accepted for maintenance; and

WHEREAS, Duran & Venables, Inc. has performed these services competently at different times for the City; and

WHEREAS, the award of the agreement is exempt from competitive bidding under Section 3.6.010 of the Oakley Municipal Code paragraph 8) which provides an exception for competitive bidding "*For maintenance and repair of buildings and facilities*"; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the On-Call Services agreement with Duran & Venables, Inc. for maintenance and repair services for each fiscal year; FY 2016/17 and 2017/18 for an amount not to exceed \$50,000.00 is hereby approved and the City Manager is authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 26th day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

ATTEST:

Kevin Romick, Mayor

Libby Vreonis, City Clerk

Date



STAFF REPORT

Date: Tuesday, April 26, 2016

To: Bryan Montgomery, City Manager

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

Subject: Adoption of a Resolution to Establish Special Speed Zones for Specific City Streets

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Summary and Recommendation

In order to establish a speed limit greater than 25 miles per hour and enforce that speed limit by the use of radar, the City must have certified special speed zone surveys that have been conducted in accordance with procedures adopted by the State Department of Transportation (Caltrans). These special speed zone surveys are required to be updated every seven (7) years to continue the use of radar enforcement by police officers. The speed limits established for Carpenter Road from Empire Avenue to the east end, Neroly Road from Empire Avenue to O'Hara Avenue, Brown Road from Neroly Road to Carpenter Road, and Rose Avenue from Main Street to Laurel Road were based on speed studies that were approved by the City Council in 2009, and which will expire in 2016. In addition, the posted speed limit on E. Cypress Road between Sellers Avenue and Frank Hengel Way was based on speed studies that were conducted in 2013 before the road was widened for the new Emerson Ranch Subdivision. Staff is recommending that the City Council adopt a resolution to approve the special speed zones recommended by the City Engineer as a result of the most recent speed studies.

Fiscal Impact

Adoption of the Resolution will retain the existing signed speed limits on Carpenter Road from Empire Avenue to O'Hara Avenue, and on Rose Avenue from Main Street to Laurel Road, and establish new speed limits on Carpenter Road from O'Hara Avenue to the east end, on Neroly Road from Empire Avenue to O'Hara Avenue, and on E. Cypress Road from Sellers Avenue to Frank Hengel Way. Existing speed limit signs will be replaced for the new speed limits, and additional signs will be installed as needed. The cost of the additional signs is included in the current Public Works and Engineering operations budget.

Background and Analysis

The California Vehicle Code (CVC) requires that all speed limits in excess of 25 miles per hour be established on the basis of an engineering and traffic survey conducted in accordance with procedures adopted by Caltrans, if they are to be enforceable by the use of radar. These special speed zone surveys are required to be updated every seven (7) years to continue the use of radar enforcement. The Engineering and Traffic Surveys used to establish the speed limits on Carpenter Road from Empire Avenue to the east end, on Rose Avenue from Main Street to Laurel Road, and on Neroly Road from Empire Avenue to O'Hara Avenue were prepared from speed survey data collected in 2008, and are about to expire.

The posted speed limit of 50 miles per hour on E. Cypress Road between Sellers Avenue and Frank Hengel Way was based on speed studies conducted in 2013 before the road was widened for the new Emerson Ranch Subdivision. The speed limit on this segment of roadway is recommended to be reduced to 45 miles per hour, consistent with the current road conditions.

Speed survey data was collected in February 2016 for preparation of the Engineering and Traffic Surveys used to establish the speed limits recommended in the attached resolution. In general, the speed limit of a roadway is set at the nearest five mile per hour interval where eighty-five percent of the vehicles travel at or below the speed, known as the 85th percentile or critical speed. Based on the engineering survey, the speed limit can be adjusted downward depending on the physical characteristics of the road, such as abrupt changes in horizontal and/or vertical alignment, and pavement width so as to enhance its safety. In order for speeding violations to be enforceable in court the City must have current speed zone certifications on file at the county courthouse.

The recommended speed limits contained in the attached resolution reflect the current traffic conditions on Carpenter Road from Empire Avenue to the east end, on Rose Avenue from Main Street to Laurel Road, on Neroly Road from Empire Avenue to O'Hara Avenue, and on E. Cypress Road from Sellers Avenue to Frank Hengel Way.

The recommended speed limits include retaining the existing speed limits on:

1. Carpenter Road from Empire Avenue to Brown Road, 40 mph,
2. Carpenter Road from Brown Road to O'Hara Avenue, 40 mph,
3. Rose Avenue from Main Street to W. Cypress Road, 35 mph,
4. Rose Avenue from W. Cypress Road to Laurel Road, 40 mph.

The recommended speed limits include reducing the speed limit on:

1. Neroly Road from Empire Avenue to Brown Road from 45 mph to 35 mph,
2. Neroly Road from Brown Road to O'Hara Avenue from 35 mph to 30 mph,
3. Brown Road from Neroly Road to Carpenter Road from 35 mph to 25 mph,
4. E. Cypress Rd. from Sellers Ave. to Frank Hengel Way from 50 mph to 45 mph.

The recommended speed limits include increasing the speed limit on Carpenter Road from O'Hara Avenue to the East end from 30 mph to 35 mph.

The recommended speed limits shown in the attached resolution are based on an analysis of the traffic survey data and engineering and traffic studies. Adoption of the attached resolution will approve the recommendations and traffic order of the City Engineer establishing the speed limits on the listed streets consistent with the California Vehicle Code and The City's Municipal Code. Adoption of these speed limits will allow enforcement by the use of radar.

All traffic surveys used for development of the traffic order were prepared in accordance with the standards adopted by Caltrans. A copy of the Engineering and Traffic Surveys, with a copy of the approving Resolution, will be maintained in the Public Works and Engineering files, with a copy in the Police Department and a copy delivered to the Contra Costa County Traffic Court.

Conclusion

Staff recommends that the City Council approve the resolution adopting a Traffic Order of the City Engineer establishing the prima facie speed limit on certain city streets.

Attachment

- A. Resolution

RESOLUTION NO. __-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
ADOPTING A TRAFFIC ORDER OF THE CITY ENGINEER
ESTABLISHING SPEED LIMITS**

WHEREAS, in February of 2016 the City Engineer had engineering and traffic surveys conducted for purposes of establishing prima facie speed limits on specific City streets; and

WHEREAS, the following listed streets and speed limits were recommended by the City Engineer.

<u>Street</u>	<u>Limits</u>	<u>Speed Limit (mph)</u>	<u>Study Date</u>
Carpenter Rd.	Empire Ave. to Brown Rd.	40	2/1/2016
Carpenter Rd.	Brown Rd. to O'Hara Ave.	40	2/1/2016
Carpenter Rd.	O'Hara Ave. to East end.	35	2/1/2016
Neroly Rd.	Empire Ave. to Brown Rd.	35	2/1/2016
Neroly Rd.	Brown Rd. to O'Hara Ave.	30	2/5/2016
Brown Rd.	Neroly Rd. to Carpenter Rd.	25	2/5/2016
Rose Ave.	Main St. to W. Cypress Rd.	35	2/1/2016
Rose Ave.	W. Cypress Rd. to Laurel Rd.	40	2/5/2016
E. Cypress Rd.	Sellers Ave. to Frank Hengel Way	45	2/5/2016

NOW THEREFORE, the City Council of the City of Oakley hereby resolves to approve the recommendations and Traffic Order of the City Engineer as listed above.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 26th of April, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

ATTEST:

Kevin Romick, Mayor

Libby Vreonis, City Clerk


Date



Agenda Date: 04/26/2016
Agenda Item: 3.8

STAFF REPORT

Approved and Forwarded to the City Council:


Bryan Montgomery, City Manager

Date: April 13, 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 3817 Longhorn Lane, 5108 Fernwood Court, and 5236 Ironwood Lane

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.

Despite numerous requests, owners of the properties listed above failed to remove the nuisances on their parcels. Two of the homes have been vacant for years (Fernwood Court and Ironwood Lane) and continue to bring blight upon the neighborhood. The third property (Longhorn Lane) is occupied on a less than full-time basis. The owner of Longhorn Lane lost an Appeal Hearing for a citation issued for landscaping in December. Despite the Hearing Officer's decision, the property owner has continued to disregard numerous requests to abate the nuisance and has allowed the weeds to grow in size.

In accordance with OMC 4.26, Weed and Refuse abatements of properties may be performed after a ten (10) day notice to cure expires. On 30 March 2016, Correction Notices requesting the voluntary abatement of the Weeds and Refuse were sent via Certified Mail to the owners of record for all three properties AND posted on the properties. The owners were provided seven (7) calendar days to appeal the Correction Notice and if not appealed, ten (10) days to abate the nuisances. The properties were re-inspected 11 April 2016 and the nuisances were still present. That same day a Third Party contractor performed the abatement of the nuisances.

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

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

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

Date: April 13, 2016

Page 2 of 2

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 26 April 2016.

Fiscal Impact

Adoption of the Resolution will authorize Staff to invoice the property owners 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 properties and collect the amounts 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(s) if the amount due is not paid in full by 27 May 2016.

Attachments

Resolution
Cost Reports

RESOLUTION NO. __-16

A RESOLUTION OF THE OAKLEY CITY COUNCIL CONFIRMING THE COST FOR ABATEMENT OF PUBLIC NUISANCES AND DIRECTING A SPECIAL ASSESSMENT AND LIEN UPON SAID PARCELS

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 properties 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 27, 2016, seeks authorization to lien the properties and collect the amount due via direct assessment on the Fiscal Year 2016-2017 property tax rolls.

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 27, 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 26th day of April, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

3817 LONGHORN LANE

COST REPORT

ABATEMENT OF WEEDS AND DEBRIS

APN	ABATEMENT*	CODE ENFORCEMENT**	RE-INSPECTION FEES***	TOTAL COST
034-290-091	\$350.00	\$492.55	(\$103.00 X 4) = \$412.00	\$1,254.55

*Invoice attached

**Code Enforcement costs include 5.0 hours of administrative time at the hourly rate of \$98.51 (as identified in the 2015/2016 Overhead and Inter-fund Charges Schedule), including but not limited to research regarding property usage and zoning, permit research, tax assessor history and research, meeting with tenants or owners, preparation of Appeal instructions, obtaining abatement estimates, preparing Cost Report, City Council Resolution, Staff Report for City Council, coordinating payment for abatement, and inter-office coordination.

***Re-inspection fees include but are not limited to site visits to/from the property to verify compliance or non-compliance, receipts and responses to complaints directly related to the property after case initiation, taking and printing photographs.

TERRACARE
ASSOCIATES

5120 Neroly Rd
Oakley CA 94561
Phone#: (925) 383-0302
Fax#: (925) 757-2200

To: Troy Edgell

From the desk of: Francisco Q

Company: City Oakley

Today's Date: 4-11-16

Phone: 925-625-7030

ACCOUNT CODE# 41116

Re: WEED-ABATEMENT

Cell # : 925-383-03-02

FRONT YARD CLEAN-UP

We propose to furnish all labor, equipment and materials to perform the following:

3817 LONGHORN LN , FRONT YARD CLEAN UP AND DEBRIS PICK UP.

TOTAL COST..\$350

Please feel free to contact me with any questions .
Thank you,

Francisco Zaiutero
cell 925-383-0302
Account Manager
TerraCare Associates
Landscape industry
CERTIFIED

TERRACARE
ASSOCIATES

Approved by: *[Signature]*

Date: 4-11-16

5108 FERNWOOD COURT

COST REPORT

ABATEMENT OF WEEDS AND DEBRIS AT ABANDONED RESIDENCE

APN	ABATEMENT*	CODE ENFORCEMENT**	RE-INSPECTION FEES***	TOTAL COST
037-211-004	\$195.00	\$197.02	(\$103.00 X 2) = \$206.00	\$598.02

*Invoice attached

**Code Enforcement costs include 2 hours of administrative time at the hourly rate of \$98.51 (as identified in the 2015/2016 Overhead and Inter-fund Charges Schedule), including but not limited to research regarding property usage and zoning, permit research, tax assessor history and research, meeting with tenants or owners, preparation of Appeal instructions, obtaining abatement estimates, preparing Cost Report, City Council Resolution, Staff Report for City Council, coordinating payment for abatement, and inter-office coordination.

***Re-inspection fees include but are not limited to site visits to/from the property to verify compliance or non-compliance, receipts and responses to complaints directly related to the property after case initiation, taking and printing photographs.

TERRACARE
ASSOCIATES

5120 Neroly Rd
Oakley CA 94561
Phone#: (925) 383-0302
Fax#: (925) 757-2200

To: Troy Edgell

From the desk of: Francisco Q

Company: City Oakley

Today's Date: 4-11-16

Phone: 925-625-7030

ACCOUNT CODE# 41116

Re: WEED-ABATEMENT

Cell # : 925-383-03-02

FRONT YARD CLEAN- UP

We propose to furnish all labor, equipment and materials to perform the following:

5108 FERWOOD CT, FRONT YARD CLEAN UP AND DEBRIS PICK UP.

TOTAL COST..\$195

Please feel free to contact me with any questions .

Thank you,

Francisco Quintero

cell 925-383-0302

Account Manager

TerraCare Associates

Landscape industry

CERTIFIED

TERRACARE
ASSOCIATES

Approved by: *[Signature]*

Date: 4-11-16

5236 IRONWOOD LANE

COST REPORT

ABATEMENT OF WEEDS AND DEBRIS AT ABANDONED RESIDENCE

APN	ABATEMENT*	CODE ENFORCEMENT**	RE-INSPECTION FEES***	TOTAL COST
037-223-005	\$289.00	\$344.79	(\$103.00 X 6) = \$618.00	\$1,251.79

*Invoice attached

**Code Enforcement costs include 3.5 hours of administrative time at the hourly rate of \$98.51 (as identified in the 2015/2016 Overhead and Inter-fund Charges Schedule), including but not limited to research regarding property usage and zoning, permit research, tax assessor history and research, meeting with tenants or owners, preparation of Appeal instructions, obtaining abatement estimates, preparing Cost Report, City Council Resolution, Staff Report for City Council, coordinating payment for abatement, and inter-office coordination.

***Re-inspection fees include but are not limited to site visits to/from the property to verify compliance or non-compliance, receipts and responses to complaints directly related to the property after case initiation, taking and printing photographs.

TERRACARE
ASSOCIATES

5120 Neroly Rd
Oakley CA 94561
Phone#: (925) 383-0302
Fax#: (925) 757-2200

To: Troy Edgell

From the desk of: Francisco Q

Company: City Oakley

Today's Date: 4-11-16

Phone: 925-625-7030

ACCOUNT CODE# 41116

Re: WEED-ABATEMENT

Cell #: 925-383-03-02

FRONT YARD CLEAN- UP

We propose to furnish all labor, equipment and materials to perform the following:

5236 IRON WOOD LN , FRONT YARD CLEAN UP AND DEBRIS PICK UP.

TOTAL COST..\$289

Please feel free to contact me with any questions .

Thank you,

Francisco Zututero
cell 925-383-0302
Account Manager
TerraCare Associates
Landscape industry
CERTIFIED

TERRACARE
ASSOCIATES

Approved by: *Francisco Q*

Date: 4-11-16

OAKLEY



CALIFORNIA

Agenda Date: 04/26/2016
Agenda Item: 3.9

STAFF REPORT

Approved and Forwarded to City Council:

A handwritten signature in black ink, appearing to read "B. Montgomery", written over a horizontal line.

Bryan H. Montgomery, City Manager

Date: Tuesday, April 26, 2016
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer
SUBJECT: Creating Zone 157 within the Oakley Special Police Tax Area for Subdivision 9027 (Duarte Ranch)

Background and Analysis

On May 8, 2006 the City Council adopted Resolution 76-06 approving the Vesting Tentative Map for Subdivision 9027, a 116 single-family lots and an approximately 2.1-acre public park located on the south side of Laurel Road and east of the future extension of Rose Avenue.

The Conditions of Approval for Subdivision 9027 require the property owner(s) to augment the financial impact that their development project has on the City's police services budget. The City of Oakley previously formed the Oakley Special Police Tax Area District that authorizes the levy of an annual special tax on parcels to augment their financial impact to the City's police services budget. The property owner(s) for Subdivision 9027 (Duarte Ranch) has requested that the City assist with annexing Subdivision 9027 into the Oakley Special Police Tax Area.

On June 12, 2000, the City Council approved a sample resolution and ordinance to be used for the annexation and formation of new zones within the City of Oakley Special Police Tax Area. On June 26, 2000, the City Council approved a rate schedule for the police service tax. On July 8, 2002, the City Council approved an amendment to the rate schedule that included an automatic annual inflator based upon the prior year's change in the Consumer Price Index - All Urban Consumers for the Bay Area. On March 22, 2004, the rate schedule was again amended to include an automatic inflator based on the actual cost increase in police services. The most recent approved Council items have been used for the proposed creation of Zone 157 within the Special Police Tax Area to satisfy the conditions of approval for this project. Adoption of the attached resolution and introduction of the attached ordinance will set an election date for May 26, 2016, which shall be conducted by the City Clerk via a mail ballot election. The vote will then be ratified at the June 14, 2016 regular City Council meeting, and the ordinance will take effect at that time assuming a favorable vote.

If some of the units or structures become occupied prior to the City's ability to place the special taxes on the FY 2016-17 property tax bills, a provision in the ordinance requires the pro-rated FY 2015-16 tax to be paid at the time of certificate of occupancy, or final building permit inspection for each residential unit to cover the remainder of FY 2015-16. It should also be noted that vacant lots are taxed at half the rate of improved lots. It is possible that build-out could take a few years and the total police services tax revenue for the project will not be realized until all building permits have been finalized. This has been taken into account in the police services tax projections.

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicants have funded all costs associated with the annexation of Zone 157 to the Oakley Special Police Tax Area. The FY 2015-16 special tax rate per single family parcel is \$975.84 and \$487.92 per undeveloped parcel. Therefore, successful creation of the zone could provide up to \$113,197.44 (in FY 2015-16 dollars) in revenue annually when all of the units are occupied. The taxes will be collected on the property tax rolls commencing in FY 2016-17.

Recommendation

The conditions of approval for Subdivision 9027 require the property owners to augment police services. Adoption of this resolution and ordinance will set an election to be held on May 26, 2016. The election will then be ratified at the June 14, 2016 regular City Council meeting. Staff recommends that the City Council:

1. Adopt the Resolution creating Oakley Special Police Tax Zone 157 for Subdivision 9027; and
2. Introduce the Ordinance establishing a special tax for police protection.

Conclusion

Staff recommends that the City Council adopt the Resolution creating Oakley Special Police Tax Zone 157 within the Oakley Special Police Tax Area for Subdivision 9027, and introduce the Ordinance establishing a special tax for police protection.

Attachments

- 1) Resolution Creating Oakley Special Police Tax Zone 157
 - a. Exhibit A - Diagram
- 2) Ordinance Establishing a Special Tax
 - a. Exhibit A - Diagram
 - b. Exhibit B - Schedule for Police Service Tax

CITY OF OAKLEY

RESOLUTION NO. __-16

**A RESOLUTION CREATING OAKLEY SPECIAL POLICE TAX AREA ZONE 157
WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR SUBDIVISION 9027 TO
ESTABLISH A SPECIAL TAX FOR POLICE PROTECTION SERVICES**

WHEREAS, it is the intention of the City Council to create Oakley Special Police Tax Area Zone 157 (Zone 157) within the Oakley Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 157; and

WHEREAS, the City recognizes the need for increased police protection services within Zone 157 and the difficulty of funding the current or increased level of police services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4108 and to be held on the earliest date permitted by law; and

WHEREAS, on May 8, 2006 the City Council adopted Resolution 76-06 approving the Vesting Tentative Map for Subdivision 9027, which consists of 116 single-family lots and a 2.1-acre public park located on the south side of Laurel Road and east of the future extension of Rose Avenue. The Conditions of Approval for Subdivision 9027 require the property owner(s) to augment the financial impact that their development project has on the City's police services budget. The City of Oakley previously formed Oakley Special Police Tax Area that authorizes the levy of an annual special tax on parcels to augment their financial impact to the City's police services budget. The property owner(s) for Subdivision 9027 (Duarte Ranch) has requested that the City assist with annexing Subdivision 9027 into the Oakley Special Police Tax Area. The initial annual special tax rate is \$975.84 per single-family parcel and \$487.92 per undeveloped parcel (all FY 2015-16 rates) per the rate schedule that was adopted by the City Council on March 22, 2004, by Resolution No. 26-04; and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 157 is a person who owns real property within Zone 157 at the time Ordinance No. __ is adopted, as shown on the last equalized assessment roll prepared by the Contra Costa County Assessor's Office.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley hereby finds and determines as follows:

1. All of the City of Oakley shall be considered as the Oakley Special Police Tax Area.
2. That portion of the City of Oakley shown on the plats titled Exhibit "A" is established as Zone 157 of the Oakley Special Police Tax Area.
3. That Ordinance No. ___ adopted this date is to be presented for approval of the voters of Zone 157 by a mail ballot election, to be held on May 26, 2016. The ballot proposition shall read as follows:

"Shall Ordinance No. ___ of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 157 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual tax is to be \$975.84 per single family lot and \$487.92 per vacant lot (all FY 2015-16 rates) per the current rate schedule."

4. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.
5. Zone 157 of the Oakley Special Police Tax Area shall not be created, and the tax authorized in Ordinance No. ___ shall not be imposed if the Ordinance is not approved by two-thirds of the voters participating in the election called in Ordinance No. ___.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the April 26, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

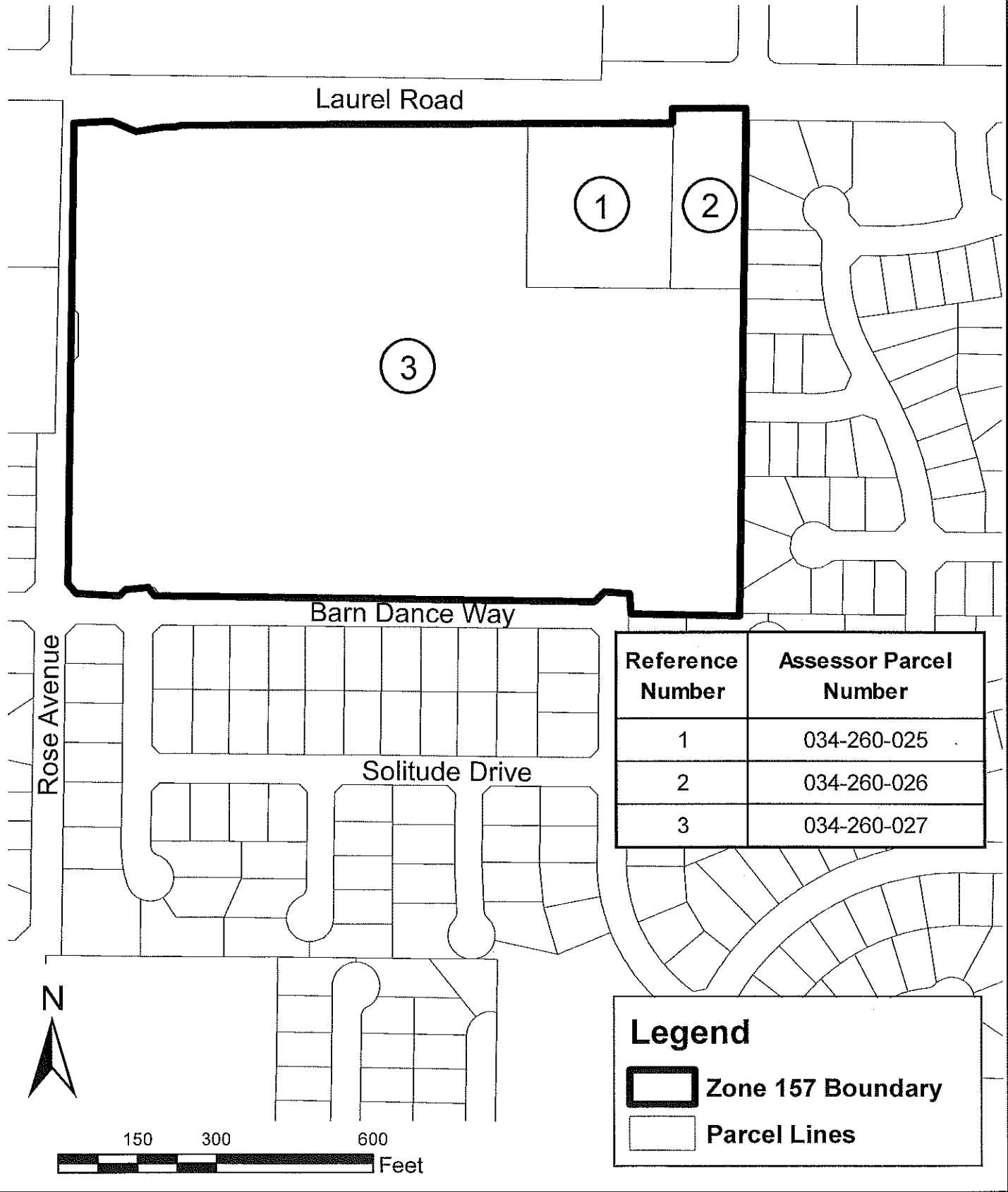
Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk



Date

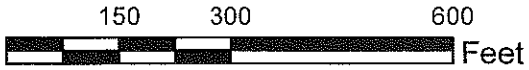
EXHIBIT A - PROPOSED BOUNDARY MAP CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 157 CITY OF OAKLEY COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



Reference Number	Assessor Parcel Number
1	034-260-025
2	034-260-026
3	034-260-027

Legend

-  Zone 157 Boundary
-  Parcel Lines



CITY OF OAKLEY

ORDINANCE NO. __-16

**AN ORDINANCE OF THE CITY OF OAKLEY ESTABLISHING
OAKLEY SPECIAL POLICE TAX AREA ZONE 157 WITHIN
THE OAKLEY SPECIAL POLICE TAX AREA FOR A SPECIAL
TAX FOR POLICE PROTECTION SERVICES FOR
SUBDIVISION 9027**

The Voters of the City of Oakley do ordain as follows:

Section 1. Purpose, Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a special tax on parcels of real property on the secured property tax roll of Contra Costa County that are within Oakley Special Police Tax Area Zone 157 (Subdivision 9027) of the Oakley Special Police Tax Area in order to provide funding for police protection to serve the property and persons within said Zone.

This Tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 157.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price

as the base amount in first fiscal year dollars as measured by the actual cost of services for the City of Oakley's cost of obtaining police services, measured currently using its contract with the Contra Costa County Sheriff's Department. The base amount shall be the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the actual cost of services, as specified in Section 3.B herein.

B. "Actual Cost of Services" means the estimated fully-loaded average cost for the positions of police officer, Sergeant and Lieutenant [or comparable positions while the City contracts for police services with Contra Costa County] as provided to the City by the Contra Costa County Sheriff's Department during or about March of each calendar year.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Oakley Special Police Tax Area" includes all properties within the jurisdictional limits of the City of Oakley.

E. Oakley Special Police Tax Area Zone 157 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside and boundaries of Zone 157 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within the Zone at the time this Ordinance was adopted, as shown on the last equalized assessment role prepared by the Contra Costa County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2015 through June 30, 2016) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on Exhibit B hereto. If any new development, including new residential units, is completed prior to the tax being effective for the first fiscal year, the owner of the Parcel, as shown on the latest assessment roll, shall pay the tax for the remainder of such fiscal year on a pro-rated basis to the City, no later than receipt of Certificate of Occupancy or final building permit inspection.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Actual Cost of Services beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in the Zone for the then current fiscal year as set forth below.

For each Property Use Category on Exhibit B, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

$$\begin{array}{l} \text{Tax Per Parcel} \\ \text{For then Current} \\ \text{Fiscal Year} \end{array} = \begin{array}{l} \text{Tax Per Parcel} \\ \text{For First} \\ \text{Fiscal Year} \end{array} \times \begin{array}{l} \text{(Actual Cost of Services} \\ \text{for immediately} \\ \text{Preceding Fiscal Year)} \\ \text{(Actual Cost of Services} \\ \text{for First Fiscal Year} \\ \text{of Levy)} \end{array}$$

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which the County of Contra Costa collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes

shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

- i) The secured roll tax bills shall be the only notices required for this tax, and
- ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of the Zone hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

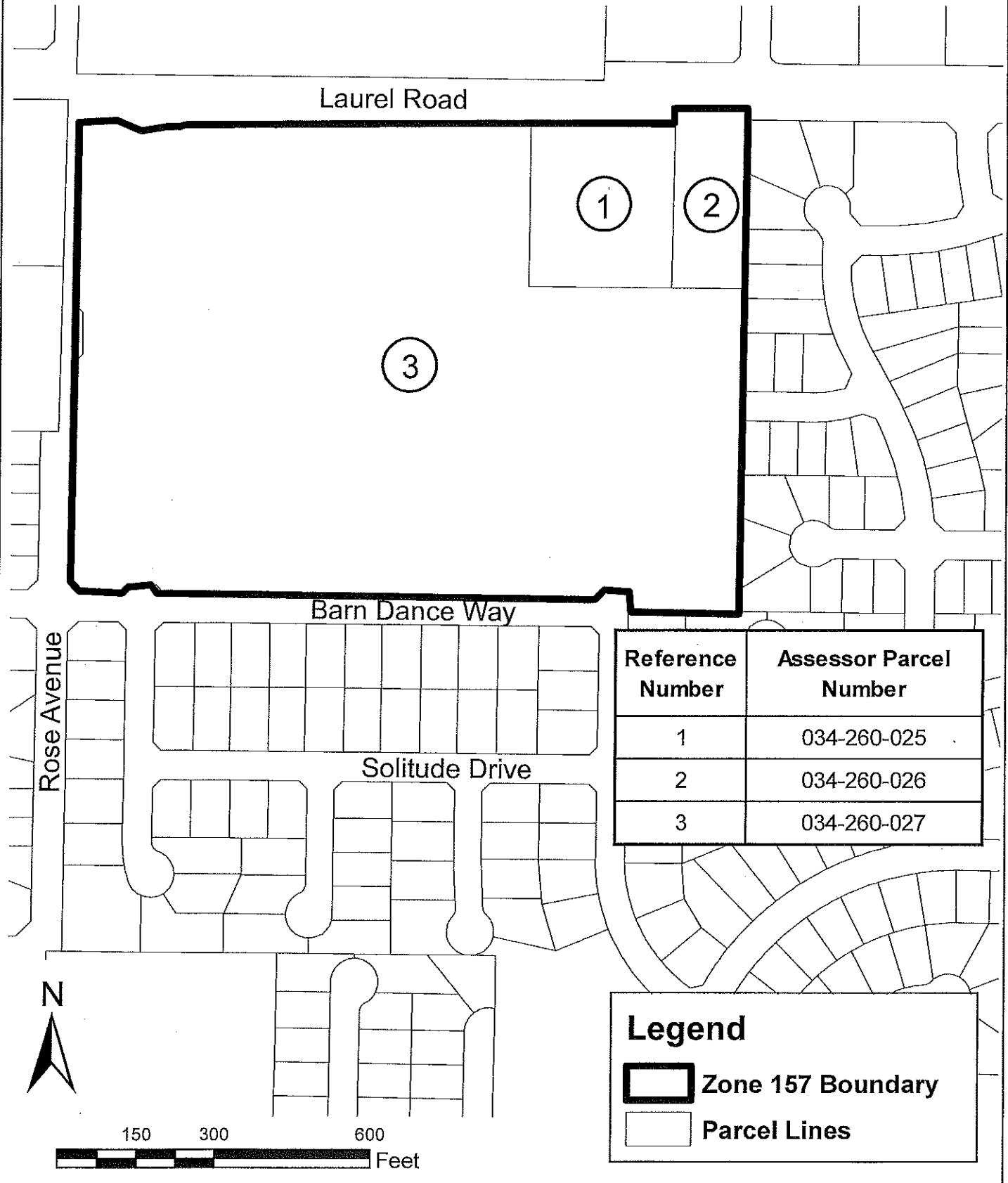
This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on May 26, 2016 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2016. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on April 26, 2016 by the following vote:

EXHIBIT A - PROPOSED BOUNDARY MAP

CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 157

CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



CITY OF OAKLEY SCHEDULE FOR POLICE SERVICE TAX
FOR FISCAL YEAR 2015/2016

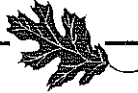
PROPERTY USE CODE CATEGORY	EXPLANATION	FY14/15 TAX PER PARCEL	FY15/16 TAX PER PARCEL
11	Single Family Residence – 1 res., 1 site	\$964.42	\$975.84
12	Single Family Residence – 1 res., 2 or more sites	\$964.42	\$975.84
13	Single Family Residence – 2 res., on 1 or more sites	\$1,543.08	\$1,561.34
14	Single Family Residence – other than single fam. Land	\$964.42	\$975.84
15	Misc. Improvements – 1 site	\$964.42	\$975.84
16	Misc. Improvements – 2 or more sites	\$964.42	\$975.84
17	Vacant – 1 site	\$482.21	\$487.92
18	Vacant – 2 or more sites	\$482.21	\$487.92
19	Single Family Residence – Det. W/common area	\$964.42	\$975.84
20	Vacant – Multiple	\$482.21	\$487.92
21	Duplex	\$1,543.08	\$1,561.34
22	Triplex	\$2,314.61	\$2,342.02
23	Fourplex	\$3,086.15	\$3,122.68
24	Combinations	\$964.42	\$975.84
25	Apartments (5 –12 Units)	\$3,869.74	\$3,915.54
26	Apartments (13 – 24 Units)	\$10,029.99	\$10,148.68
27	Apartments (25 – 59 Units)	\$19,288.44	\$19,516.70
28	Apartments (60+ units)	\$46,292.26	\$46,840.06
29	Attached PUDs: Cluster Homes, Condos, etc.	\$964.42	\$975.84
30	Vacant – Commercial	\$482.21	\$487.92
31	Commercial Stores – Not Supermarkets	\$1,928.84	\$1,951.68
32	Small Grocery Stores – (7-11, etc.)	\$2,893.27	\$2,927.52
33	Office Buildings	\$1,928.84	\$1,951.68
34	Medical, Dental	\$1,928.84	\$1,951.68
35	Service Stations, Car Wash	\$1,928.84	\$1,951.68
36	Garages	\$1,928.84	\$1,951.68
37	Community Facilities (Recreational, etc.)	\$3,857.69	\$3,903.34
38	Golf Courses	\$1,928.84	\$1,951.68
39	Bowling Alleys	\$964.42	\$975.84
40	Boat Harbors	\$2,411.06	\$2,439.60
41	Supermarkets – (not shopping centers)	\$2,893.27	\$2,927.52
42	Shopping Centers	\$3,857.69	\$3,903.34
43	Financial Buildings – (Ins., Title, Banks, S&L)	\$964.42	\$975.84
44	Motels, Hotels & Mobile Home Parks	\$4,822.11	\$4,879.18
45	Theaters	\$2,169.95	\$2,195.64
46	Drive-in Restaurants	\$1,446.63	\$1,463.76
47	Restaurants	\$1,446.63	\$1,463.76
48	Multiple & Commercial	\$1,446.63	\$1,463.76
49	New Car Agencies	\$1,446.63	\$1,463.76
50	Vacant Land (not part of Ind. Park or P. & D.)	\$361.66	\$365.94
51	Industrial Park	\$2,893.27	\$2,927.52
52	Research & Development	\$1,446.63	\$1,463.76
53	Light Industrial	\$1,446.63	\$1,463.76
54	Heavy Industrial	\$1,446.63	\$1,463.76
55	Mini Warehouses (public storage)	\$2,893.27	\$2,927.52
56	Misc. Improvements	\$2,893.27	\$2,927.52
61	Rural, Res., Improvement 1A-10A	\$723.32	\$731.88
62	Rural, w/or w/o structure 1A-10A	\$723.32	\$731.88
70	Convalescent Hospitals / Rest Homes	\$1,446.63	\$1,463.76
73	Hospitals	\$1,446.63	\$1,463.76
74	Cemeteries / Mortuaries	\$1,446.63	\$1,463.76
75	Fraternal & Service Organizations	\$1,446.63	\$1,463.76
76	Retirement Housing Complex	\$4,822.11	\$4,879.18
78	Parks & Playgrounds	\$2,893.27	\$2,927.52
85	Public & Private Parking	\$1,446.63	\$1,463.76
87	Common Area	\$1,446.63	\$1,463.76
88	Mobile Homes	\$723.32	\$731.88
89	Other (split parcels in different tax code areas)	\$723.32	\$731.88
99	Homeowner's Association Owned Common Areas	\$587.17	\$594.14

The City Manager shall automatically adjust the amounts shown on this schedule on July 1 of each fiscal year by the increase or decrease in the cost to the City for police services, which increase or decrease shall be calculated by taking the annual increase/decrease in the fully-loaded average cost for the positions of Deputy, Sergeant and Lieutenant [or comparable positions while the City contracts for police services with Contra Costa County] and applying that percentage to the prior year amounts for each property use code category.

CALCULATION OF COST OF LIVING INCREASE	
Average Cost Per Officer for FY 2014/15 (previous period) ¹	\$ 257,883.49
Average Cost Per Officer for FY 2015/16 (current period) ¹	\$ 260,935.11
Difference (equals current period minus previous period)	\$ 3,051.62
Percent Change (equals difference divided by previous index times 100)	1.18%

¹Source for average cost per officer data is "Personnel Costs, Estimated Salary and Benefits" published by the Contra Costa County Sheriff's Fiscal Services

OAKLEY



CALIFORNIA

Agenda Date: 04/26/2016

Agenda Item: 3.10

STAFF REPORT

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Date: Tuesday, April 26, 2016
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer
SUBJECT: Creating Zone 158 within the Oakley Special Police Tax Area for Minor Subdivision 14-977 (Doyle Road)

Background and Analysis

On March 8, 2016 the City Council adopted Resolution 31-16 which approved the parcel map for Minor Subdivision No. 14-977 (Doyle Road), which consists of 2 single-family lots located on the south side of Hill Avenue and west of Doyle Road.

The Conditions of Approval for Minor Subdivision No. 14-977 require the property owner(s) to augment the financial impact that their development project has on the City's police services budget. The City of Oakley previously formed the Oakley Special Police Tax Area District that authorizes the levy of an annual special tax on parcels to augment their financial impact to the City's police services budget. The property owner(s) for Minor Subdivision No. 14-977 has requested that the City assist with annexing Minor Subdivision No. 14-977 into the Oakley Special Police Tax Area.

On June 12, 2000, the City Council approved a sample resolution and ordinance to be used for the annexation and formation of new zones within the City of Oakley Special Police Tax Area. On June 26, 2000, the City Council approved a rate schedule for the police service tax. On July 8, 2002, the City Council approved an amendment to the rate schedule that included an automatic annual inflator based upon the prior year's change in the Consumer Price Index - All Urban Consumers for the Bay Area. On March 22, 2004, the rate schedule was again amended to include an automatic inflator based on the actual cost increase in police services. The most recent approved Council items have been used for the proposed creation of Zone 158 within the Special Police Tax Area to satisfy the conditions of approval for this project. Adoption of the attached resolution and introduction of the attached ordinance will set an election date for May 26, 2016, which shall be conducted by the City Clerk via a mail ballot election. The vote will then be ratified at the June 14, 2016 regular City Council meeting, and the ordinance will take effect at that time assuming a favorable vote.

If some of the units or structures become occupied prior to the City's ability to place the special taxes on the FY 2016-17 property tax bills, a provision in the ordinance requires the pro-rated FY 2015-16 tax to be paid at the time of certificate of occupancy, or final building permit inspection for each residential unit to cover the remainder of FY 2015-16. It should also be noted that vacant lots are taxed at half the rate of improved lots. It is possible that build-out could take a few years and the total police services tax revenue for the project will not be realized until all building permits have been finalized. This has been taken into account in the police services tax projections.

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicants have funded all costs associated with the annexation of Zone 158 to the Oakley Special Police Tax Area. The FY 2015-16 special tax rate per single family parcel is \$975.84 and \$487.92 per undeveloped parcel. Therefore, successful creation of the zone could provide up to \$1,951.68 (in FY 2015-16 dollars) in revenue annually when all of the units are occupied. The taxes will be collected on the property tax rolls commencing in FY 2016-17.

Recommendation

The conditions of approval for Minor Subdivision No. 14-977 require the property owners to augment police services. Adoption of this resolution and ordinance will set an election to be held on May 26, 2016. The election will then be ratified at the June 14, 2016 regular City Council meeting. Staff recommends that the City Council:

1. Adopt the Resolution creating Oakley Special Police Tax Zone 158 for Minor Subdivision No. 14-977; and
2. Introduce the Ordinance establishing a special tax for police protection.

Conclusion

Staff recommends that the City Council adopt the Resolution creating Oakley Special Police Tax Zone 158 within the Oakley Special Police Tax Area for Minor Subdivision No. 14-977, and introduce the Ordinance establishing a special tax for police protection.

Attachments

- 1) Resolution Creating Oakley Special Police Tax Zone 158
 - a. Exhibit A - Diagram
- 2) Ordinance Establishing a Special Tax
 - a. Exhibit A - Diagram
 - b. Exhibit B - Schedule for Police Service Tax

CITY OF OAKLEY

RESOLUTION NO. __-16

**A RESOLUTION CREATING OAKLEY SPECIAL POLICE TAX AREA ZONE 158
WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR MINOR SUBDIVISION
NO. 14-977 TO ESTABLISH A SPECIAL TAX FOR POLICE PROTECTION
SERVICES**

WHEREAS, it is the intention of the City Council to create Oakley Special Police Tax Area Zone 158 (Zone 158) within the Oakley Special Police Tax Area and authorize an election; and

WHEREAS, it is the intention of the City Council to adopt an ordinance establishing a special tax for police services within Zone 158; and

WHEREAS, the City recognizes the need for increased police protection services within Zone 158 and the difficulty of funding the current or increased level of police services with revenues now available; and

WHEREAS, it is the intention of the City Council to direct the City Clerk to conduct the election required by Government Code Section 53978, to be conducted by mail ballot pursuant to Elections Code Section 4108 and to be held on the earliest date permitted by law; and

WHEREAS, on March 8, 2016 the City Council adopted Resolution 31-16 approving the parcel map for Minor Subdivision No. 14-977, which consists of 2 single-family lots located on the south side of Hill Avenue and west of Doyle Road. The Conditions of Approval for Minor Subdivision No. 14-977 require the property owner(s) to augment the financial impact that their development project has on the City's police services budget. The City of Oakley previously formed Oakley Special Police Tax Area that authorizes the levy of an annual special tax on parcels to augment their financial impact to the City's police services budget. The property owner(s) for Minor Subdivision No. 14-977 has requested that the City assist with annexing Minor Subdivision No. 14-977 into the Oakley Special Police Tax Area. The initial annual special tax rate is \$975.84 per single-family parcel and \$487.92 per undeveloped parcel (all FY 2015-16 rates) per the rate schedule that was adopted by the City Council on March 22, 2004, by Resolution No. 26-04; and

WHEREAS, this Resolution is adopted pursuant to Government Code section 53978; and

WHEREAS, under Government Code section 53978 and for the purposes of this Resolution, a "voter" entitled to vote on the creation of Zone 158 is a person who owns real property within Zone 158 at the time Ordinance No. __ is adopted, as shown on the last equalized assessment roll prepared by the Contra Costa County Assessor's Office.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley hereby finds and determines as follows:

1. All of the City of Oakley shall be considered as the Oakley Special Police Tax Area.
2. That portion of the City of Oakley shown on the plats titled Exhibit "A" is established as Zone 158 of the Oakley Special Police Tax Area.
3. That Ordinance No. ___ adopted this date is to be presented for approval of the voters of Zone 158 by a mail ballot election, to be held on May 26, 2016. The ballot proposition shall read as follows:

"Shall Ordinance No. ___ of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 158 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual tax is to be \$975.84 per single family lot and \$487.92 per vacant lot (all FY 2015-16 rates) per the current rate schedule."

4. The City Clerk is directed to take all steps necessary to conduct the election required by this order. Said election shall be conducted by mailed ballot pursuant to Elections Code Section 4000 and shall be held on a date other than the same date as a statewide direct primary election on statewide general election as specified above.
5. Zone 158 of the Oakley Special Police Tax Area shall not be created, and the tax authorized in Ordinance No. ___ shall not be imposed if the Ordinance is not approved by two-thirds of the voters participating in the election called in Ordinance No. ___.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the April 26, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

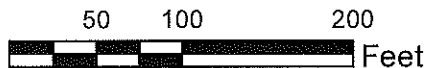
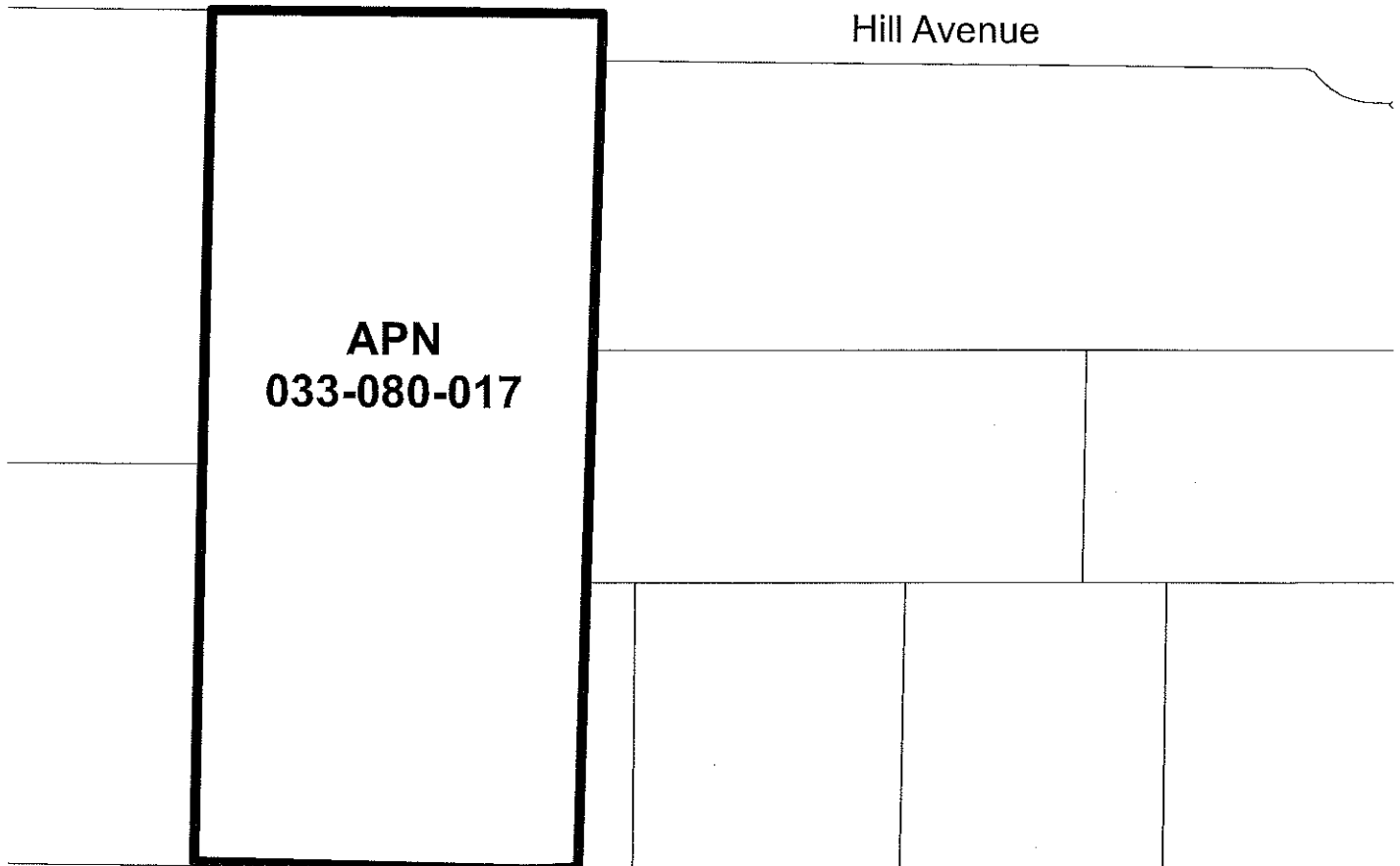
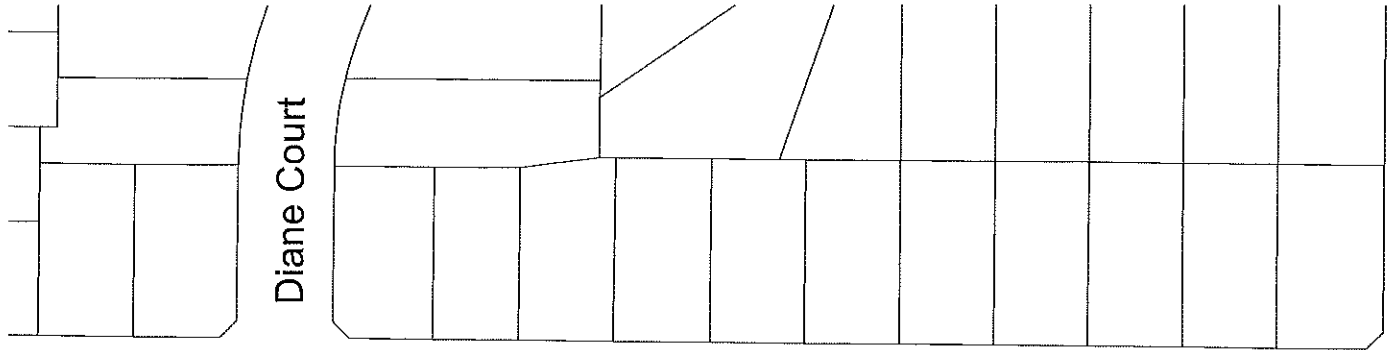
Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk



Date

EXHIBIT A - PROPOSED BOUNDARY MAP
CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 158
CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



Doyle Road

Legend

-  Zone 158 Boundary
-  Parcel Lines

CITY OF OAKLEY

ORDINANCE NO. __-16

**AN ORDINANCE OF THE CITY OF OAKLEY ESTABLISHING
OAKLEY SPECIAL POLICE TAX AREA ZONE 158 WITHIN
THE OAKLEY SPECIAL POLICE TAX AREA FOR A SPECIAL
TAX FOR POLICE PROTECTION SERVICES FOR MINOR
SUBDIVISION NO. 14-977**

The Voters of the City of Oakley do ordain as follows:

Section 1. Purpose, Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a special tax on parcels of real property on the secured property tax roll of Contra Costa County that are within Oakley Special Police Tax Area Zone 158 (Minor Subdivision No. 14-977) of the Oakley Special Police Tax Area in order to provide funding for police protection to serve the property and persons within said Zone.

This Tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 158.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price

as the base amount in first fiscal year dollars as measured by the actual cost of services for the City of Oakley's cost of obtaining police services, measured currently using its contract with the Contra Costa County Sheriff's Department. The base amount shall be the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the actual cost of services, as specified in Section 3.B herein.

B. "Actual Cost of Services" means the estimated fully-loaded average cost for the positions of police officer, Sergeant and Lieutenant [or comparable positions while the City contracts for police services with Contra Costa County] as provided to the City by the Contra Costa County Sheriff's Department during or about March of each calendar year.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Oakley Special Police Tax Area" includes all properties within the jurisdictional limits of the City of Oakley.

E. Oakley Special Police Tax Area Zone 158 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside and boundaries of Zone 158 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within the Zone at the time this Ordinance was adopted, as shown on the last equalized assessment role prepared by the Contra Costa County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2015 through June 30, 2016) shall be the amount of Tax Per Parcel for a Property Use Code Category as set forth on Exhibit B hereto. If any new development, including new residential units, is completed prior to the tax being effective for the first fiscal year, the owner of the Parcel, as shown on the latest assessment roll, shall pay the tax for the remainder of such fiscal year on a pro-rated basis to the City, no later than receipt of Certificate of Occupancy or final building permit inspection.

B. For Subsequent Fiscal Year:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Actual Cost of Services beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in the Zone for the then current fiscal year as set forth below.

For each Property Use Category on Exhibit B, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

$$\begin{array}{l} \text{Tax Per Parcel} \\ \text{For then Current} \\ \text{Fiscal Year} \end{array} = \begin{array}{l} \text{Tax Per Parcel} \\ \text{For First} \\ \text{Fiscal Year} \end{array} \times \begin{array}{l} \text{(Actual Cost of Services} \\ \text{for immediately} \\ \text{Preceding Fiscal Year)} \\ \text{(Actual Cost of Services} \\ \text{for First Fiscal Year} \\ \text{of Levy)} \end{array}$$

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which the County of Contra Costa collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedure regarding exceptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes

shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

- i) The secured roll tax bills shall be the only notices required for this tax, and
- ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

Section 5. Severability Clause.

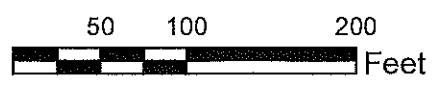
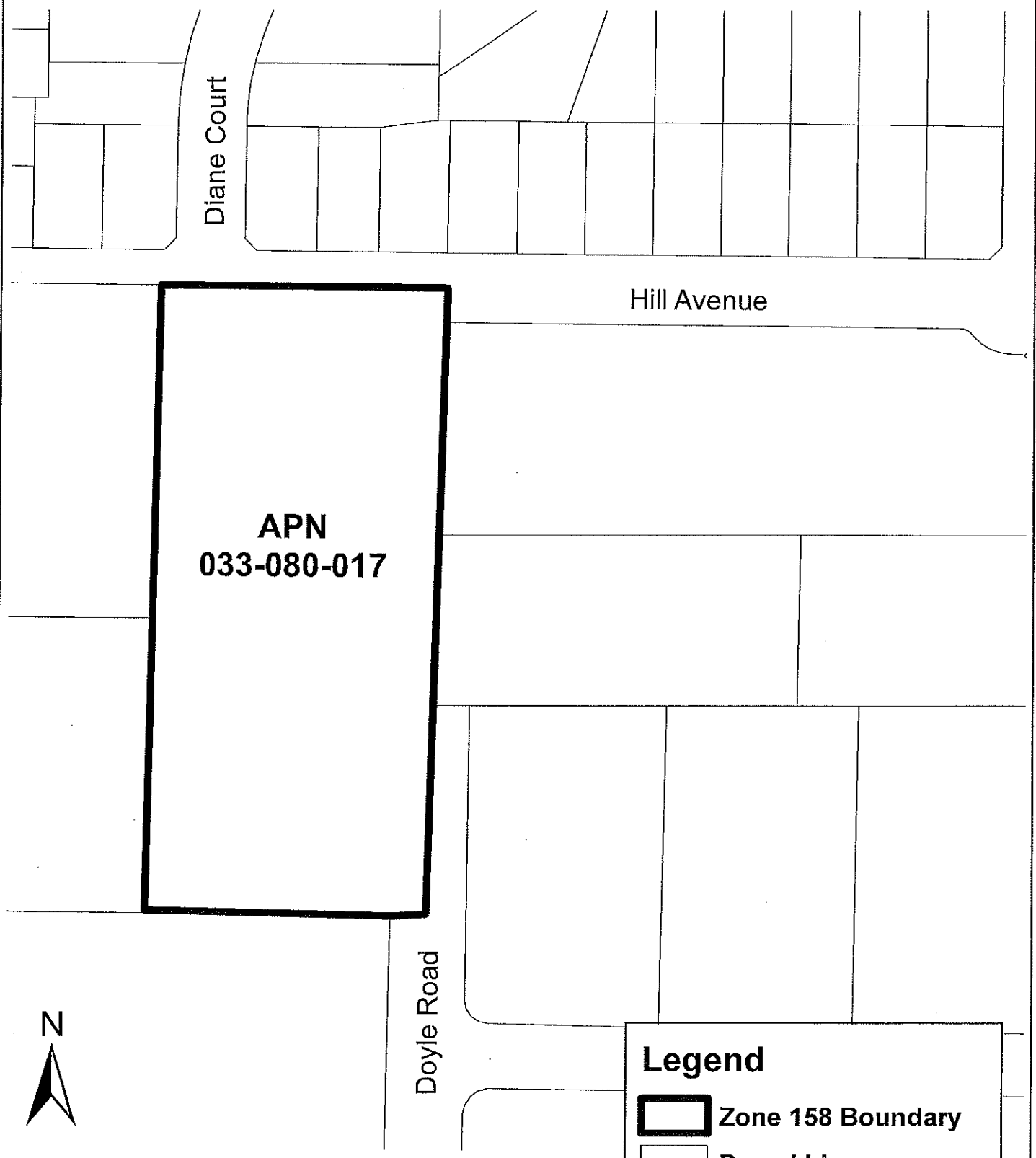
If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of the Zone hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.



This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on May 26, 2016 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2016. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on April 26, 2016 by the following vote:

EXHIBIT A - PROPOSED BOUNDARY MAP
CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 158
CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



Legend

-  Zone 158 Boundary
-  Parcel Lines

CITY OF OAKLEY SCHEDULE FOR POLICE SERVICE TAX
FOR FISCAL YEAR 2015/2016

PROPERTY USE CODE CATEGORY	EXPLANATION	FY14/15 TAX PER PARCEL	FY15/16 TAX PER PARCEL
11	Single Family Residence – 1res., 1 site	\$964.42	\$975.84
12	Single Family Residence – 1 res., 2 or more sites	\$964.42	\$975.84
13	Single Family Residence – 2 res., on 1 or more sites	\$1,543.08	\$1,561.34
14	Single Family Residence – other than single fam. Land	\$964.42	\$975.84
15	Misc. Improvements – 1 site	\$964.42	\$975.84
16	Misc. Improvements – 2 or more sites	\$964.42	\$975.84
17	Vacant – 1 site	\$482.21	\$487.92
18	Vacant – 2 or more sites	\$482.21	\$487.92
19	Single Family Residence – Det. W/common area	\$964.42	\$975.84
20	Vacant – Multiple	\$482.21	\$487.92
21	Duplex	\$1,543.08	\$1,561.34
22	Triplex	\$2,314.61	\$2,342.02
23	Fourplex	\$3,086.15	\$3,122.68
24	Combinations	\$964.42	\$975.84
25	Apartments (5 – 12 Units)	\$3,869.74	\$3,915.54
26	Apartments (13 – 24 Units)	\$10,029.99	\$10,148.68
27	Apartments (25 – 59 Units)	\$19,288.44	\$19,516.70
28	Apartments (60+ units)	\$46,292.26	\$46,840.06
29	Attached PUDs: Cluster Homes, Condos, etc.	\$964.42	\$975.84
30	Vacant – Commercial	\$482.21	\$487.92
31	Commercial Stores – Not Supermarkets	\$1,928.84	\$1,951.68
32	Small Grocery Stores – (7-11, etc.)	\$2,893.27	\$2,927.52
33	Office Buildings	\$1,928.84	\$1,951.68
34	Medical, Dental	\$1,928.84	\$1,951.68
35	Service Stations, Car Wash	\$1,928.84	\$1,951.68
36	Garages	\$1,928.84	\$1,951.68
37	Community Facilities (Recreational, etc.)	\$3,857.69	\$3,903.34
38	Golf Courses	\$1,928.84	\$1,951.68
39	Bowling Alleys	\$964.42	\$975.84
40	Boat Harbors	\$2,411.06	\$2,439.60
41	Supermarkets – (not shopping centers)	\$2,893.27	\$2,927.52
42	Shopping Centers	\$3,857.69	\$3,903.34
43	Financial Buildings – (Ins., Title, Banks, S&L)	\$964.42	\$975.84
44	Motels, Hotels & Mobile Home Parks	\$4,822.11	\$4,879.18
45	Theaters	\$2,169.95	\$2,195.64
46	Drive-in Restaurants	\$1,446.63	\$1,463.76
47	Restaurants	\$1,446.63	\$1,463.76
48	Multiple & Commercial	\$1,446.63	\$1,463.76
49	New Car Agencies	\$1,446.63	\$1,463.76
50	Vacant Land (not part of Ind. Park or P. & D.)	\$361.66	\$365.94
51	Industrial Park	\$2,893.27	\$2,927.52
52	Research & Development	\$1,446.63	\$1,463.76
53	Light Industrial	\$1,446.63	\$1,463.76
54	Heavy Industrial	\$1,446.63	\$1,463.76
55	Mini Warehouses (public storage)	\$2,893.27	\$2,927.52
56	Misc. Improvements	\$2,893.27	\$2,927.52
61	Rural, Res., Improvement 1A-10A	\$723.32	\$731.88
62	Rural, w/or w/o structure 1A-10A	\$723.32	\$731.88
70	Convalescent Hospitals / Rest Homes	\$1,446.63	\$1,463.76
73	Hospitals	\$1,446.63	\$1,463.76
74	Cemeteries / Mortuaries	\$1,446.63	\$1,463.76
75	Fraternal & Service Organizations	\$1,446.63	\$1,463.76
76	Retirement Housing Complex	\$4,822.11	\$4,879.18
78	Parks & Playgrounds	\$2,893.27	\$2,927.52
85	Public & Private Parking	\$1,446.63	\$1,463.76
87	Common Area	\$1,446.63	\$1,463.76
88	Mobile Homes	\$723.32	\$731.88
89	Other (split parcels in different tax code areas)	\$723.32	\$731.88
99	Homeowner's Association Owned Common Areas	\$587.17	\$594.14

The City Manager shall automatically adjust the amounts shown on this schedule on July 1 of each fiscal year by the increase or decrease in the cost to the City for police services, which increase or decrease shall be calculated by taking the annual increase/decrease in the fully-loaded average cost for the positions of Deputy, Sergeant and Lieutenant [or comparable positions while the City contracts for police services with Contra Costa County] and applying that percentage to the prior year amounts for each property use code category.

CALCULATION OF COST OF LIVING INCREASE

Average Cost Per Officer for FY 2014/15 (previous period) ¹	\$	257,883.49
Average Cost Per Officer for FY 2015/16 (current period) ¹	\$	260,935.11
Difference (equals current period minus previous period)	\$	3,051.62
Percent Change (equals difference divided by previous index times 100)		1.18%

¹Source for average cost per officer data is "Personnel Costs, Estimated Salary and Benefits" published by the Contra Costa County Sheriff's Fiscal Services



Agenda Date: 04/26/2016

Agenda Item: 3.11

STAFF REPORT

Approved and Forwarded to the City Council:

Bryan Montgomery, City Manager

Date: April 18, 2016

To: Bryan H. Montgomery, City Manager

From: Deborah Sultan, Finance Director

Subject: Authorize the City Manager to Enter into an agreement with Telepacific for a Hosted PBX Telephone System.

Background and Analysis

The City's telephone system is an in-house PBX system made by Nortel. Nortel is no longer in business and support for the system is done by a third party vendor. With recent addition of the new police officers, the existing phone system does not have enough ports for all the new phones needed. Also, we have only twenty-three (23) outgoing lines, and at times staff has to wait to place an outgoing phone call. It became clear as we started adding phones that we need to consider a replacement phone system. We were able to add enough phones for the start of the police department on May 6th.

We looked at several options; expansion of our current system, an in-house Voice over IP (VOIP) system; and a hosted PBX system. The expansion of our current PBX system was problematic as only refurbished handsets are available and technical support is limited. In addition, we need to increase our internet from the current 10Mb/s to 100Mb/s to increase the number of outgoing phone lines. Installing a new in-house VOIP system has substantial upfront costs and requires staff to manage the system. The final option is a hosted PBX system. Telepacific has provided a proposal for a hosted PBX phone system that leverages our Internet connection through them and offers modern features and capacity. The proposal includes all new equipment, training, set up and maintenance of the system and upgrades the bandwidth to 100Mb/s. In addition, there are added features such as virtual fax machines, the ability to receive phone messages in staff's email and a fully expandable system that will help to improve staff efficiency.

The City is currently paying \$2,477 per month for internet and phone. The cost to increase just the internet bandwidth is \$3,102 per month if we expanded our current system. The cost to move to a Telepacific hosted PBX system is \$3,825 per month (including 100Mb/s Internet). Because we already have our traditional telephone service and internet with Telepacific the transition to the new system is far less interruptive to

staff than going with another vendor who would have to install new internet lines. The proposed PBX system is managed by Telepacific so we can be assured of call quality as they are responsible for the voice and Internet lines.

Fiscal Impact

The proposed contract calls for a fee of \$3,825 per month plus taxes and surcharges. This is an additional \$1,348 per month or \$16,176 annually. Staff has included the additional cost in the recommended fiscal year 2016-2017 Budget.

Recommendation and Alternatives

Staff recommends the Council authorize the City Manager to sign the attached agreement with Telepacific.

Attachments

1. Resolution and Proposed Agreement

RESOLUTION NO. __

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
TELEPACIFIC COMMUNICATIONS FOR A HOSTED PBX SYSTEM**

WHEREAS, the City wishes to replace the current PBX telephone system; and

WHEREAS, the City currently uses Telepacific for telephone and internet services; and

WHEREAS, Telepacific has provided the City of Oakley a proposal to provide a hosted PBX system that includes equipment, training, installation, maintenance and upgrades to the internet bandwidth;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley authorizes the City Manager to execute the attached Agreement with Telepacific for hosted PBX services.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 26th of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



Section 1 Customer Information	
Account Number (existing acct)	107798
Company Legal Name	City of Oakley
Doing Business As (DBA)	
Contact Name	Contact Title
Telephone Number	Fax Number
Service Address:	3231 Main St City Oakley
State CA	Zip Code 94561 E-mail

Section 2 TelePacific Services

TelePacific will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement that governs this Service Agreement.

Description of Services	Select Term Length (Yrs)	Quantity	Monthly Recurring Charge (MRC)	MRC Total
100M Tier 1 Access	5 Year	1	\$1,660.00	\$1,660.00
100M Tier 1 Port	5 Year	1	\$1,100.00	\$1,100.00
Internet	5 Year	1	\$100.00	\$100.00
Tier 1B Bandwidth Blast Promo	5 Year	1	(\$1,061.00)	(\$1,061.00)
BLC (CA-AT&T)	5 Year	7	\$57.18	\$400.26
Call Forward Always	5 Year	1	\$2.50	\$2.50
Tier 1 Equipment	5 Year	1	\$199.00	\$199.00
Non-Converged Network	5 Year	1	\$0.00	\$0.00
Cisco 24 Port PoE Switch	5 Year	4	\$55.00	\$220.00
Executive Seat	5 Year	73	\$25.00	\$1,825.00
Polycom Phone VVX 500	5 Year	69	\$11.00	\$759.00
Polycom IP 6000	5 Year	4	\$30.00	\$120.00
Polycom VVX Sidecar	5 Year	1	\$11.00	\$11.00
2,500 T-Pack Minute Bundle	5 Year	1	\$70.00	\$70.00
Business Communicator	5 Year	10	\$5.00	\$50.00
Hunt Group	5 Year	1	\$10.00	\$10.00
Music on Hold	5 Year	1	\$0.00	\$0.00
Hunt Group Extension	5 Year	2	\$0.00	\$0.00
Receptionist Dashboard	5 Year	1	\$80.00	\$80.00
Auto Attendant	5 Year	1	\$17.00	\$17.00
Virtual Fax	5 Year	7	\$10.00	\$70.00
Virtual User Feature Pack	5 Year	1	\$5.95	\$5.95
P-N: 100M Tier 1 Access Discount	5 Year	1	(\$175.00)	(\$175.00)
P-N: 100M Tier 1 Port Discount	5 Year	1	(\$444.33)	(\$444.33)
P-N: Internet Discount	5 Year	1	(\$25.00)	(\$25.00)
P-N: BLC (CA-AT&T) Discount	5 Year	7	(\$4.19)	(\$29.33)
P-N: Call Forward Always Discount	5 Year	1	(\$1.76)	(\$1.76)
P-N: Tier 1 Equipment Discount	5 Year	1	(\$199.00)	(\$199.00)
P-N: Cisco 24 Port PoE Switch Discount	5 Year	4	(\$24.44)	(\$97.76)
P-N: Executive Seat Discount	5 Year	73	(\$7.25)	(\$529.25)
P-N: Polycom Phone VVX 500 Discount	5 Year	69	(\$2.98)	(\$205.62)
P-N: Polycom IP 6000 Discount	5 Year	4	(\$13.13)	(\$52.52)
P-N: Polycom VVX Sidecar Discount	5 Year	1	(\$4.19)	(\$4.19)
P-N: 2,500 T-Pack Minute Bundle Discount	5 Year	1	(\$43.93)	(\$43.93)
P-N: Hunt Group Discount	5 Year	1	(\$0.49)	(\$0.49)
P-N: Receptionist Dashboard Discount	5 Year	1	(\$1.53)	(\$1.53)
P-N: Auto Attendant Discount	5 Year	1	(\$3.58)	(\$3.58)
P-N: Virtual User Feature Pack Discount	5 Year	1	(\$0.42)	(\$0.42)
SubTotal MRC:				\$3,825.00
LDAC, EUCC and EUCL Charges:				\$233.42
Total NRC:				\$200.00

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at http://www.insidetelepacific.com/rates/rates_telepacific.asp.

IN WITNESS WHEREOF each Party hereto has caused this Service Agreement to be executed by its duly authorized representative.

Agreed by: Customer Signature _____
 Customer Name (Print) _____
 Sales Representative Name _____
 Agreed by: Sales Manager Signature _____

Date _____
 Title _____
 Phone 209 941 3270
 Date _____



Telecommunications Account Agreement

Must include Service Agreement

This Telecommunications Account Agreement (referred to as "Agreement" or "TAA") is made by and between U.S. TelePacific Corp. and/or its affiliated companies ("TelePacific", also referred to as "our, us, we"), and the Customer described below ("Customer" also referred to as "you, I"), pursuant to the TelePacific Terms and Conditions, to which you agree and which are included in summary herein (available in full at www.insidetelepacific.com/terms/terms-gateway.asp).

Section 1 Customer Information	
Company Legal Name (Individual If Sole Proprietorship)	City of Oakley
Doing Business As (DBA)	
Legal Composition:	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC State Organized: _____
Officer/Owner Name & Title	Deborah Sultan Finance Director
Officer/Owner Name & Title	Deborah Sultan Finance Director
Main Service Address:	3231 Main
City:	Oakley State: CA ZIP Code: 94561
Billing Address (if different):	
City:	State: ZIP Code:
Customer's E-mail Address:	sultan@ci.oakley.ca.us

Section 2 Terms and Conditions Summary
<p>This Agreement you are signing with TelePacific includes the Terms and Conditions set forth on our website at www.insidetelepacific.com (click on TERMS & CONDITIONS at the bottom of the page), which are incorporated by this reference into the Agreement. Please refer to our website for the full statement of the Terms and Conditions to which you are agreeing. The summary below is only a reference guide and is not meant to change any of the Terms and Conditions.</p> <ol style="list-style-type: none">1. General – This section defines the Services for which you are contracting, how the prices for those Services are determined, special conditions for rates and fees, such as expedite fees, how the rates, terms and conditions may be changed during the contract Term and any rights you have if those changes occur.2. Term, Billing and Payment - This section covers when the Agreement becomes effective, when the Term starts and renews, how additional Services, if any, are handled, how billing will occur and what is included, how a deposit may be required, what happens if you delay acceptance of the Services, when payment of Invoices is due, how Invoice disputes are handled, late payment fees, actions that may result from late payment or non-payment and the charge for returned checks.3. Customer Obligations – This section covers your responsibility for any of our property on your premises, for use of our Service and your message content, for compliance with our Acceptable Use Policy (which may change during the Term), for securing your own network against unauthorized use and access and that you have no right to rely on any oral or written statements of our employees contrary to the Customer Obligations Terms and Conditions. Also included is your responsibility to pay any 3rd party vendor charges and to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier (s).4. Termination – This section states the rights and duties related to termination of Services or the Agreement, the renewal of the Term, the fees charged for cancellation of an order for Services before the commencement of a Term, how a "material breach" of the Agreement is handled, and whether a fee is incurred for termination of Services or the Agreement before the end of a Term and how it is calculated. <p style="text-align: right;">Continued on page 2</p>

Section 2 Terms and Conditions Summary, continued

5. Warranty, Disclaimer, Limitation of Liability and Indemnity – This section limits your rights to impose liability for certain damages on us, disclaims certain implied representations and warranties, provides credit allowances under certain conditions for interruptions of Service and outages that you may claim, and defines your obligations, and ours, with regard to indemnity and defense of certain claims.

6. Resolution of Disputes – This section **REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS.**

7. Miscellaneous Provisions – This section controls assignment and transfer of the Agreement and Services under it, the law applicable to the Agreement, the exclusion of any understanding or other agreements from what is contained in the Agreement and its exhibits, and any changes not signed by both you and us, what happens if any provision of the Agreement is found to be invalid or unenforceable, whether the headings of the sections and paragraphs are part of the Agreement, the effect of non-enforcement of any provision of the Agreement, how we will give notice under the Agreement to each other, and a time limitation for the bringing of an action under the Agreement.



8. Service Guarantee – This section provides you with an alternative to continuing with our Services under the Agreement under certain conditions.

Section 3 Acceptance

BY PLACING YOUR INITIALS IN THE SPACE(S) Provided, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE FOLLOWING ON THE DATE ENTERED BY YOU BELOW:

<input checked="" type="checkbox"/>	DATE	FULL TERMS AND CONDITIONS SET FORTH AT http://www.insidetelepacific.com/terms/terms-gateway.asp
DATE	INITIALS	CLOUD ADDENDUM SET FORTH AT http://www.insidetelepacific.com/addendums/TelePacific-Cloud-Services-Addendum.pdf
<input checked="" type="checkbox"/>	DATE	FAILOVER SERVICES ADDENDUM SET FORTH AT http://www.insidetelepacific.com/addendums/TelePacific-Failover-Services-Addendum.pdf
<input checked="" type="checkbox"/>	DATE	HPBX ADDENDUM SET FORTH AT http://www.insidetelepacific.com/addendums/TelePacific-HPBX-Addendum.pdf
DATE	INITIALS	MOBILE ADDENDUM SET FORTH AT http://www.insidetelepacific.com/addendums/TelePacific-Mobile-Services-Addendum.pdf
DATE	INITIALS	ONESECURE ADDENDUM SET FORTH AT http://www.insidetelepacific.com/addendums/TelePacific-OneSecure-Addendum.pdf
DATE	INITIALS	REMOTESTOR ADDENDUM SET FORTH AT http://www.insidetelepacific.com/addendums/TelePacific-RemoteStor-Addendum.pdf
<input checked="" type="checkbox"/>	DATE	GENERAL SERVICE LEVEL AGREEMENT (SLA) SET FORTH AT http://www.insidetelepacific.com/legal/legal-sla.asp
DATE	INITIALS	YOU CONSENT TO RECEIVING ELECTRONIC COMMUNICATIONS FROM TELEPACIFIC VIA THE EMAIL ADDRESS PROVIDED IN SECTION 1.

By signing below, the person signing on behalf of Customer personally represents and warrants to TelePacific that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. TelePacific agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreement (attached), including any services on subsequent Service Agreements and subsequent changes as long as those changes meet TelePacific's minimum requirements. **THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** This Agreement shall become a binding contract upon execution by Customer and acceptance by TelePacific.

X	_____	_____
Agreed by:Customer Signature		Date
_____	_____	_____
Customer Name (Print)		Title
		
Sales Representative Name		Phone
X	_____	_____
Agreed by:Sales Manager Signature		Date



QUOTE: QUO-526727-032216

Name of Customer: City of Oakley

In addition to the Terms and Conditions to which Customer has agreed on the TAA, Customer and TelePacific agree to amend and modify the Terms and Conditions of the TAA as follows:

TelePacific Local & Long Distance Calling

The following per-minute rates for domestic outbound local and long distance calling apply to all TelePacific provisioned voice services

Call Type	Local (CA)		IntraLATA (CA)	Long Distance	
	Zone 1 & 2	Zone 3	IntraLATA Toll	IntraState	InterState
Billing Increments	60/6	60/6	30/6	30/6	30/6
First Minute	\$0.0500	\$0.0692	\$0.059	\$0.059	\$0.059
Additional Minute	\$0.0200	\$0.0200			

Other InterState	Rate
Billing Increments	30/6
Alaska	\$0.11
Guam	\$0.24
Hawaii	\$0.10

The following per-minute rates for domestic outbound long distance calling apply to all non-TelePacific provisioned voice services associated with TelePacific's Switched Long Distance service.

Call Type	IntraLATA (CA)	Long Distance	
	IntraLATA Toll	IntraState	InterState
Billing Increments	30/6	30/6	30/6
Per-Minute Rate	\$0.059	\$0.059	\$0.059

Other InterState	Rate
Billing Increments	30/6
Alaska	\$0.11
Guam	\$0.24
Hawaii	\$0.10

The following per-minute rates for inbound toll free calling apply to all TelePacific Toll Free services.

	IntraLATA (CA)	Long Distance	Per-call Fee for
--	----------------	---------------	------------------



Call Type	IntraLATA Toll	IntraState	InterState	Calls Originating
Billing Increments	30/5	30/5	30/5	from a Payphone
Per-Minute Rate	\$0.059	\$0.059	\$0.059	\$0.65

Other InterState	Rate
Billing Increments	30/5
Alaska	\$0.25
Canada	\$0.31
Hawaii	\$0.22
Puerto Rico	\$0.31
US Virgin Islands	\$0.31

Each fractional call is rounded to the next whole cent for billing. For every voice channel in which TelePacific is the presubscribed outbound long distance carrier, a \$4 monthly recurring fee for the Long Distance Access

Failover Services Addendum

By Initialing below you acknowledge that you have reviewed and agreed to the Failover Services Addendum set forth at <http://www.insidetelepacific.com/addendums/TelePacific-Failover-Services-Addendum.doc>

HPBX Addendum

By initialing below you acknowledge that you have reviewed and agreed to the HPBX Addendum set forth at <http://www.insidetelepacific.com/addendums/TelePacific-HPBX-Addendum.docx>

(4) Agreement

Contact Name	Title
Customer Signature	Date

5. Primary Interexchange Carrier Selection Table

Telephone Number	Custom BL	IntraLATA			InterLATA		
		PIC	PIC Code	Active DateFreeze PIC	PIC	PIC Code	Active DateFreeze PIC



Letter of Agency

1. Customer and Carrier Identification

Current Carriers

Contact Name Deborah Sultan

Title Finance Director

Company Legal Name (Customer) City of Oakley

Service Address (Street/City/State/Zip) 3231 Main Oakley CA 94561

Billing Address (Street/City/State/Zip) 3231 Main Oakley CA 94561

Other Company Names (DBA)

2. Billing Telephone Numbers

This authorization covers all customer number associated with the Billing Telephone Numbers listed below.

3. Approval

Customer Service Records

To: Current Carrier(s) Listed Above.

Subject: The Customer Identified above hereby authorizes TelePacific Communications to act as its agent in dealing with local companies listed above for the purpose of generating a proposal for TelePacific Communications

Service Change

New Service

I, the undersigned, act on behalf of the company with respect to the telephone number(s) listed above. I authorize U.S. TelePacific Corp. and/or its affiliated companies and/or its agent Momentum Wholesale, LLC to act as our agent either to (1) change our telecommunications carrier from current carrier(s) or (2) initiate new service.

Local Service

IntraLATA (Local) Toll:

Carrier: _____

InterLATA Long Distance Service:

Carrier: _____

or

I want to retain my existing LD carrier on some or all of my telephone numbers

Specify Intra and InterLATA PIC for each telephone number on attachment

I understand that only one telecommunications carrier may be designated as my primary interexchange carrier for any one telephone number for each (a) IntraLATA Toll and (b) InterLATA Long Distance services. I also understand I have chosen TelePacific as my interexchange carrier.

4. Agreement

Contact Name

Title

Customer Signature

Date



TelePacific Hosted PBX Addendum

This Addendum amends and modifies the Telecommunications Account Agreement between TelePacific and Customer.

This Addendum governs both the TelePacific Hosted PBX Service ("Service") and any devices, such as handsets, routers, switches or any other IP connection device (which devices may sometimes be referred to herein as "Device" or "Equipment"), used in conjunction with the Service and it applies to all lines on each TelePacific account.

- 1 **Customer Premises Requirements.** The customer premises must have at minimum Cat 5 or Cat 6 cabling installed for each handset. This must include an uninterrupted cable run from your phone closet to each handset. TelePacific technicians cannot and will not validate whether a cable run is uninterrupted. If, at the time of install, your cabling is insufficient, TelePacific may have some options for additional hardware, such as an external power supply or an additional switch, at additional cost, that may resolve the issue, however these solutions are not guaranteed to work in every situation and cabling is the ultimate responsibility of you, the customer.
- 2 **EMERGENCY SERVICES - 911 & E911**
 - 2.1 **911 Dialing.** All of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.
 - 2.2 **Notify All Users.** You should inform any employees, guests and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of TelePacific 911 Dialing as compared with basic 911 or E911. The documentation that accompanies each handset that you receive from TelePacific will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker as near as possible to each phone that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department at 877-487-8722
 - 2.3 **Location of Service.** This Service is provided at a specific address provided by you to us to determine if Service can be provided at your new address, and so we may notify your new E911 operator. Service will only be provided at locations where E911 connectivity is available.
 - 2.4 **Service Outages.**
 - (a) **Service Outages Due to Power Failure or Disruption.** TelePacific does not supply a battery backup Device. Devices that do not have a battery backup cannot support 911 dialing in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure a Device prior to utilizing the Service, including 911 Dialing.
 - (b) **Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service.** Service outages or suspensions or disconnections of service will prevent all Service, including 911 Dialing, from functioning.
 - (c) **Service Outage Due to Disconnection of Your TelePacific Account.** Service outages due to disconnection of your account will prevent all Service, including 911 Dialing, from functioning.

- (d) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO THOSE REASONS DESCRIBED ABOVE.
- 2.5 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.
- 2.6 Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER TELEPACIFIC, ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. You shall defend, indemnify, and hold harmless TelePacific, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.
- 2.7 International Locations. 911 Dialing will not be provided to locations outside the U.S. Calls to 911 from such locations will be routed to 911 operators stationed in the U.S. however, no emergency services will be provided to such international locations.
- 2.8 Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services, such as through a traditional telephone line. As referred to herein, "traditional service" or "traditional telephone" means telephone service provided over the public switched telephone network ("PSTN") as opposed to Hosted PBX service which is delivered in the form of data packets and referred to as voice over internet protocol ("VoIP") service.
- 3 Prohibited Uses.
- 3.1 Unlawful. You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such disconnection, you will be responsible pursuant to Section 4(b) of the Terms and Conditions of the Agreement. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, TelePacific will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or other customers.
- 3.2 Inappropriate Conduct. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such disconnection, you will be responsible pursuant to Section 4(b) of the Terms and Conditions of the Agreement. If we believe that you have used the Service or

the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, TelePacific will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or other customers. Furthermore, TelePacific reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

- 4 Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.
 - 4.1 Copyright; Trademark. The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our Marks.
 - 4.2 Unauthorized Usage of Device; Firmware or Software. You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.
- 5 Tampering with the Device or Service. You shall not change the electronic serial number or equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible pursuant to Section 4(b) of the Terms and Conditions of the Agreement. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.
- 6 Theft of Service. You shall not use the Service in a manner calculated to avoid TelePacific policies and procedures. You shall not obtain or use the Services in an improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service. TelePacific reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.
- 7 Ownership and Risk of Loss. TelePacific maintains ownership of the rented Device and you bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.
- 8 Return of Device. Customers must return rented Equipment that is installed at your premises by us or shipped to you by TelePacific or our authorized third party equipment vendor by arranging with us to remove the equipment from your premises upon termination of the Services within fourteen (14) days of the date you disconnected Services. We must receive the equipment in its original condition

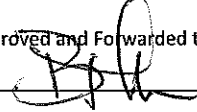
- reasonable wear and tear excluded. You must return the equipment with the original packaging, accessories, and documentation. Failure to return rented Equipment may result in replacement fees applied to your account.
- 9 Music on Hold. You acknowledge that you are solely responsible for uploading licensed messages and/or music if you have chosen the Music on Hold option. TelePacific is not responsible for obtaining permission for your use of any music or other material that may be subject to licensing requirements.
 - 10 Service Distinctions. The Service is a VoIP service. Circumstances beyond our control may affect the Service, such as power outages, fluctuations in the internet, your underlying broadband service. TelePacific will act in good faith to minimize disruptions to your use of and access to Service.
 - 11 May Not Support x11 Calling. The Service does not support, including, without limitation, collect calls, third party billing calls, calling cards or 900 calls. The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411) services in one or more (or all) service areas.
 - 12 Third Party Applications. You may use only Broadsoft-approved third party applications in conjunction with your TelePacific Hosted PBX Service. Use of third party applications (including those that are Broadsoft-approved) will be at your own risk. TelePacific will not provide support or troubleshooting for any third party application. In addition, you may not develop or test third party applications with TelePacific Hosted PBX Service. TelePacific reserves the right to terminate any and all services if TelePacific determines, in its sole judgment, that (a) you have performed development or testing of a third party application with TelePacific Hosted PBX Service, or (b) a third party application used by you has caused harm, or has the potential to cause harm, to TelePacific's Hosted PBX platform or to other customers.
 - 13 Incompatibility with Other Services - Security Systems. The Service may not be compatible with security systems. You may be required to maintain a telephone connection through TelePacific or your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.
 - 14 Local Number Portability (LNP). TelePacific will port your existing US-based telephone number to TelePacific's Hosted PBX platform, provided all documentation (including Letter of Authorization ("LOA") and current bill) has been completed and returned to TelePacific in a timely fashion. Due to porting requirements, TelePacific cannot accept any bills or LOAs older than thirty (30) days when processing an LNP request. Once the request has been processed, it can take up to thirty (30) days for the number to be moved to TelePacific. TelePacific will use its best efforts to work with you, the customer, and the losing carrier to schedule the port completion on a date that best meets your needs. Should the original cutover date need to be changed for any reason, TelePacific will work with the losing carrier to accommodate a maximum of three (3) change requests at no additional charge to you. Should further change requests become necessary, TelePacific may apply a Port Date Change Request Fee in the amount of two hundred dollars (\$200.00) for each additional change request.
 - 15 Remote Users. We define a "remote user" as any user operating its telephony equipment without any one of the following (a) a TelePacific provided circuit, (b) TelePacific managed router, (c) TelePacific managed power of Ethernet ("PoE") Switch, or (d) without an uninterrupted path from the TelePacific managed PoE Switch to their Device. For these users, TelePacific provides no quality of service guarantee, including those defined in the TelePacific Service Level Agreement (SLA) available on TelePacific's website: www.insidetelepacific.com. If a Device that is installed in a Remote User environment experiences any deficiencies in call quality, you acknowledge that TelePacific will first install or replace any non-TelePacific managed elements (circuit, managed router, managed PoE Switch), and/or require you to connect your phone directly to the managed PoE Switch (if not already), at your expense, before we can undertake any further troubleshooting steps.
 - 16 Entire Agreement. In the event of a conflict between the Terms and Conditions of the Agreement and the contents of this Addendum, the contents of this Addendum shall control.



Agenda Date: 04/26/2016
Agenda Item: 3.12

STAFF REPORT

Date: April 19, 2016
To: Bryan Montgomery, City Manager
From: Troy Edgell, Code Enforcement Manager

Approved and Forwarded to City Council:

Bryan Montgomery, City Manager

Subject: **An Ordinance Adding Chapter 36 to Title 4 of the Oakley Municipal Code Addressing Handbill Distribution**

Background and Analysis

Resident complaints reveal concerns when handbills are placed on properties to solicit donations or other business. Specifically, residents have complained about the nuisance of littering and the potential to encourage criminal activity by indicating the absence of property owners when handbills are attached to property structures (usually taped to garage doors and front doors) for extended periods.

It is the intent of this Ordinance to balance the accommodation of the distributors of handbills and the right of the occupants to object to receiving them.

The proposed Ordinance would require all handbills to be affixed or attached to a property in such a way that it will not be dislodged by the wind. Additionally, it requires the handbill to contain the name of the sponsor of the handbill along with the sponsor's contact information. The Ordinance protects the rights of occupants not desiring to receive handbills by making it unlawful for a sponsor to place a handbill on a property that has conspicuously placed a notice bearing the words "no handbills" or other similar language on their property.

Fiscal Impact

It is anticipated the fiscal impact will be neutral.

Recommendation

Staff recommends the City Council adopt the Ordinance adding Chapter 36 to Title 4 of the Oakley Municipal Code that addresses the distribution of handbills to residential properties.

Attachments

Proposed Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY ADDING
CHAPTER 36 TO TITLE 4 OF THE OAKLEY MUNICIPAL CODE, DEALING WITH
HANDBILL DISTRIBUTION**

The City Council of the City of Oakley ordains as follows:

Section 1. Chapter 36 is hereby added to Title 4 of the Oakley Municipal Code, to read as follows:

CHAPTER 36 DISTRIBUTION OF HANDBILLS

4.36.102 Findings.

The City Council finds that the distribution of handbills to residential properties has the potential to create nuisances and the encouragement of crime. When handbills are attached to residences and the occupants are not home for extended periods, the handbill remaining affixed to the property can signal to burglars that the property is not occupied and is ripe for theft of items within. Also, under certain circumstances, the placement and attachment of handbills can lead to litter problems. The City Council finds that this ordinance strikes a reasonable accommodation between the distributors of handbills and the rights of occupants to object to receive them.

4.36.104 Definition.

A "handbill" means any circular, piece of paper, booklet, card, pamphlet, sheet or other kind of printed matter which is distributed to or attached upon any residential premises in the City. Handbills shall not include newspapers.

4.36.106 Manner of distribution; identification of sponsor.

No handbill may be distributed, placed or posted within the City unless it is affixed or attached in such a way that it will not be dislodged by the wind. Every handbill shall contain the name of the sponsor as defined in Sec. 4.36.110 along with the sponsor's contact information.

4.36.108 No distribution where sign posted.

It is unlawful for any person to distribute, cause to be distributed, or permit the distribution or placement or posting of any handbill to or upon any residential premises (including the porch, yard, fence, or structure thereof) when such premises has posted thereon in a conspicuous place a notice or notices of at least eight (8") inches square

bearing the words "no handbills" or similar language, unless such person has first received the written consent of the occupant authorizing receipt of the handbill.

4.36.110 Applicability to sponsor.

The person or entity sponsoring the distribution of a handbill shall bear equal responsibility and liability under this ordinance as the person actually delivering or posting it in an unlawful manner. A "sponsor" of a handbill under this section means a person or entity who employs persons or contracts for the distribution of handbills advertising or announcing goods or services to which the handbill pertains. A "sponsor" is also the person or entity whose business or event is featured on the handbill. All sponsors shall inform such distributing employees or contractors of the provisions of this Chapter of the Oakley Municipal Code.

4.36.112 Nonapplicability.

This Chapter shall not apply to the distribution and delivery of any newspaper, nor to the distribution or delivery/posting of any notice required by law to be posted, nor to any delivery or posting made by a public officer or employee involved in the conduct of official business.

Section 2. California Environmental Quality Act (CEQA) Finding.

This Ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), Review for Exemption, because it can be seen with certainty that the project will not have a significant effect on the environment; therefore the project is not

Section 3. Severability.

In the event any section or portion of this Ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

Section 4. Effective Date and Publication.

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

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on _____, 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

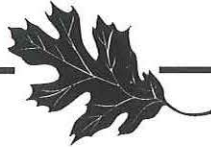
Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

OAKLEY



CALIFORNIA

STAFF REPORT

Date: April 26, 2016
To: Bryan H. Montgomery, City Manager
From: Kenneth W. Strelo, Senior Planner

Approved and forwarded to City Council

A handwritten signature in black ink, appearing to read "Bryan H. Montgomery".

Bryan H. Montgomery, City Manager

Subject: Cypress Self Storage (GPA 03-16, RZ 05-15, DR 12-15)

Summary and Background

This is a request by Brent Aasen of Brentwood MX4 Investments, LP ("Applicant") requesting approval of: 1) a General Plan Amendment to amend the land use designation from Multi Family Residential (High Density) to Commercial; 2) a Rezone from M-12 (Multi Family Residential) District to P-1 (Planned Unit Development) District; and 3) Design Review (Development Plan) for new development of a 139,408 sf. self storage facility (up to 3 stories tall) with a 1,024 sf. office building on a 3.29 acre vacant lot located on the southern side of the East Cypress Road and Picasso Drive intersection. The site is zoned M-12 (Multifamily Residential) District. APN 033-012-004.

Staff recommends the City Council approve the Cypress Self Storage project, as conditioned.

General Plan and Zoning

The existing land use designation on the subject site is "*Multi-Family Residential, High Density*" ("MH"). The stated purpose of the MH designation is to provide affordable and rental residential units, and to maximize urban residential space. The MH designation allows for a typical apartment-style building or a condominium complex up to a maximum 16.7 dwelling units per gross acre.

The existing zoning classification for the site is the M-12 (Multi Family Residential) District. The M-12 District would permit detached and attached housing, such as detached single family homes, duplexes, and apartment buildings by right, as well as other uses as listed in Oakley Municipal Code ("OMC") [Section 9.1.406](#).

Existing Conditions and Surrounding Land Uses

The proposed project site is located on the south side of East Cypress Road, just east of the railroad tracks (see Figure 1). The General Plan Land Use designations surrounding the site include Multi-Family Residential (High Density) to the east, Single Family Residential (High Density) and Public and Semi Public to the north, and Single Family Residential (Medium Density) to the southwest across the railroad tracks. The Public and Semi Public land to the north is the location of Ironhouse Elementary and Delta Vista Middle schools.

Picasso Drive, a main entrance into the single family residential subdivision to the north (Cypress Grove), intersects with the north portion of East Cypress Road opposite the project site. One vacant building occupies the site, and four rural residential homes lie to the immediate east. Further east, beyond those four rural residential homes, is high density residential development. The railroad tracks run along the entire southwest property line of the triangular-shaped project site.

Figure 1. Project Site and Adjacent Properties



There is no pedestrian access to Main Street along the south side of East Cypress Road, west of the intersection of Picasso Drive, due to safety concerns with the railroad tracks. Pedestrians may legally access the west side of the tracks by crossing East Cypress Road and traversing northwest on a trail adjacent to Warhol Way that leads to Marsh Creek trail where they may safely pass under the tracks.

Project Description

Proposed General Plan Amendment

The proposed General Plan land use designation amendment is to change the MH designation on the property to “*Commercial* (“CO”). As stated in the Oakley 2020 General Plan, “[The commercial] designation allows for a broad range of commercial uses typically found adjacent to residential neighborhoods, downtowns, and freeways.” In order to establish a self-storage use, the applicable land use designation would need to be amended to a non-residential land use designation, such as CO.

Proposed Rezoning

Amending the applicable land use designation to CO would allow for a rezoning application to change the applicable zoning district, but only to one of the zoning districts found to be compatible with CO, which include Retail Business (RB) District, General Commercial (C)

District, or Planned Unit Development (P-1) District. The C District allows for self-storage (termed "mini-self storage" in the OMC) with approval of a conditional use permit, but only if accompanied by retail storefronts. The RB and C Districts do not solely permit self-storage. This project does not include a retail component along the frontage, the only applicable option for rezoning is to a P-1 District, which may permit and conditionally permit specific uses so long as they are compatible with the overlying General Plan land use designation.

The applicant has proposed P-1 District regulations specific to the project. In summary, the regulations would allow for any use approved as part of a final development plan, such as the proposed design review would do for the self storage project. The proposed P-1 District also sets forth development regulations consistent with the proposed site plan. The proposed required yards (setbacks) are as follows: 10 feet (front); and 0 feet (rear and side). Proposed maximum building heights are relevant to the proposed project as follows: Two-story or 30 feet (office); one-story or 20 feet (perimeter buildings); and three-story or 35 feet (interior building). The applicant is proposing that truck and trailer storage and rental be allowed as a conditionally permitted use. This would require approval of a conditional use permit for the storage and/or rental of trucks or trailers beyond the storage and rental of a maximum of one truck as permitted in the proposed P-1 District. As part of this application, Staff has conducted an analysis and determined the extent of the P-1 District's regulations for recommendation to the City Council. That discussion can be found in the "Analysis" section of this staff report.

Proposed Design Review

The proposed design review covers all of the physical development of the site, such as building siting, layout, architecture, colors and materials, landscaping, lighting, and parking. The proposed project involves full development of a 3.29 acre vacant site with two main storage buildings, categorized as five buildings, and one smaller office building. Buildings A, B, D, and E are all one-story (12 feet tall) and total approximately 48,808 square feet. They run along the perimeter of the three property lines that define the triangular-shaped site. Building C is located in the center of the development and is completely detached from the other buildings. It is planned to accommodate up to three-stories (apx. 31 feet tall), and totals approximately 93,600 square feet. The one-story office is detached from the storage buildings and is located on the east side of the entry driveway. It totals 1,024 square feet, and stands approximately 12 feet tall at the main building walls and up to 28.5 feet tall to the top of the architectural entry element.

Dedicated off street parking is provided in three spaces (one ADA accessible) outside of the entry gate and two additional spaces inside the entry gate and adjacent to the office building. Parking for access to storage units will be unmarked but available within the drive aisles as is typical in self storage type uses. In most areas, the drive aisles are a minimum 30 feet wide. The drive aisle is 26 feet wide between the corners of Building C and Building E, which is along the eastern property line.

The storage building walls that face East Cypress Road (Buildings A and B) are designed to look similar to the subdivision walls in the vicinity (see Figure 2). The applicant wanted to

design the project to have a similar streetscape as nearby residential developments such as Cypress Grove and Emerson Ranch. Also, heavy landscaping is proposed along the frontage wall. The east and southwest walls are not proposed with the same detail as nearby subdivision sound walls. They are proposed to be the same 11-12 foot tall concrete tilt up walls as on the frontage, but without the decorative stone veneered columns every 40 feet on center. Figure 3 shows a fully landscaped, color rendering of the office and entrance from the viewpoint just west of the project driveway on East Cypress Road.

Figure 2. Partial North Elevation

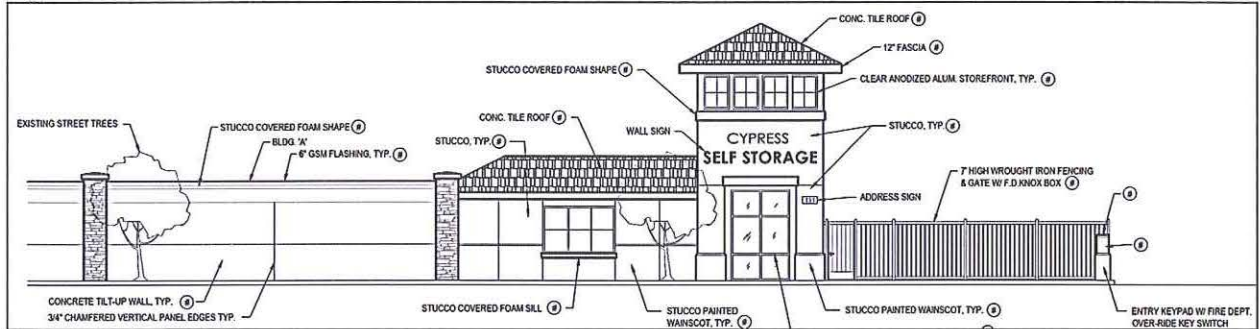


Figure 3. Fully Landscaped Color Rendering



Previous Preliminary General Plan Amendment

On October 27, 2015, the City Council held an advisory public hearing on a Preliminary General Plan Amendment for the proposed Cypress Self Storage project. Mayor Hardcastle was absent for the meeting. At that time, the Council was presented with the conceptual plans and proposed amendment from MH to CO, as well as a brief analysis by Staff on the application. The purpose of the preliminary hearing was to allow for the Council to provide feedback to the applicant and Staff regarding concerns and interest in the project. The minutes of that meeting are attached as reference. In summary, the Council had concerns

regarding pedestrian access to the adjacent railroad tracks, whether redesignating the site would impact the City's Regional Housing Needs Assessment ("RHNA"), and whether the driveway location would pose any traffic safety issues. In closing comments, all four present Councilmembers indicated an interest in seeing the applicant propose for the General Plan Amendment to redesignate to the site to *Commercial*.

Analysis

General Plan Amendment

Amending a land use designation from a high density multi-family residential land use to a commercial land use will change the underlying type of development allowed and remove the potential for up to 55 multi-family dwelling units on the site. When considering the potential for a General Plan Amendment on this site, one important aspect is whether or not the site should remain multi-family residential. Given discussions held during the preliminary hearing, this site is not an ideal location for residential development due to its adjacent proximity to the active rail road tracks and irregular shape. The site is not included as part of the Affordable Housing Overlay District, so amending its land use designation to *Commercial* will not directly impact the City's Regional Housing Needs Assessment for affordable housing.

If the site was to be redesignated to *Commercial* and the proposed project approved, there would be one inconsistency with the General Plan. The description for the "Commercial" land use designation in the Oakley 2020 General Plan includes maximum site coverage of 40%. The proposed site plan shows site coverage of approximately 54%. The General Plan includes many policies and implementation measures. Sometimes, as with this lot coverage, it also contains guidance for applicable zoning districts. Staff believes since this project is located on an irregular site and would require a P-1 District just to be a feasible development that the project meets the intent and spirit of the General Plan, and that exceeding the 40% lot coverage is an element of the P-1 District more so than an inconsistency with the General Plan's *Commercial* land use.

In the realm of land use compatibility, redesignating this site to allow for a commercial use, such as the proposed self storage, will serve to provide a buffer between the railroad tracks and the existing residential uses and future development to the east. It would also serve to result in a development that will beautify the south side of East Cypress Road to match the north side, which will result in a more balanced and attractive entry to the City's fastest growing part of town, the East Cypress Road corridor. Given the proposed project and accompanying P-1 District, the proposed General Plan Amendment is warranted.

Rezone

To revisit the background section, aside from a P-1 District, only the General Commercial "C" District is compatible with the *Commercial* land use designation and would allow for a self-storage use. However, self-storage would require approval of a conditional use permit and would be required to include a retail frontage. The applicant is not proposing a retail frontage. Also, due to the natural constraints of the site (E.g. triangular shape and large frontage to lot size ratio) compliance with the some of the standard C District development

regulations would be very difficult to meet and result in a much different project that may not be feasible to build. Therefore, the applicant has proposed a Planned Unit Development (P-1) District that would serve the purpose of being compatible with the *Commercial* General Plan Land Use Designation, while establishing self-storage as a permitted use subject to approval of a Final Development Plan, and relaxing the standard development standards to allow for feasible development of the project site. The P-1 District, as conditioned, is well thought out and will allow the site to be developed in the vision of the applicant in a manner consistent with the *Commercial* land use designation.

Design Review

Circulation/Parking: The proposed project will be accessed off East Cypress Road with a driveway that will form a four-way intersection with the already signalized Picasso Drive/East Cypress Road three-way intersection. The cross section for East Cypress Road will remain as a divided four-lane arterial with a dedicated left turn lane on eastbound East Cypress Road (turning northbound onto Picasso Drive). The westbound lanes east of Picasso Drive include a full-width median, but no dedicated left turn lane. The project is conditioned to fund a traffic signal analysis to accommodate the proposed use. If the findings of that analysis find that a dedicated left turn lane would be required to access the site via westbound, the applicant shall fund and install a dedicated left turn lane and signal, or fund the installation of "no left turn signs" to prevent westbound patrons from attempting to turn left into the site. In the event "no left turn" is applicable, westbound vehicles would be required to make a U-turn at Main Street in order to access the driveway via eastbound East Cypress Road. Given the low volume of trips expected from the east, this will not create any significant traffic hazards.

For parking, "mini-storage facilities" are required to provide 2.0 covered spaces near any residential unit and 5.0 uncovered spaces near the office (OMC Section 9.1.1402 Off-Street Parking). Since the project does not include a residential unit, only 5.0 uncovered spaces are required near the office. The proposed project provides five uncovered parking spaces near the office, including one ADA accessible space outside of the gate. Therefore, the project is adequately parked.

Building Design: A majority of the developed site will be visible to the public as the side to the perimeter one-story building with the three-story building protruding above. Only a small portion of the entry will be visible as the office building and entrance gate. Due to the southwest side of the site being adjacent to the railroad tracks, and not highly visible from public view, the applicant has not proposed any architectural embellishments on the perimeter building walls. Likewise, because the eastern property line will be on an interior lot line and adjacent to existing rural residential uses and only visible from public view to westbound traffic on East Cypress Road that is on the other side of the median landscaping, the applicant has not proposed any architectural embellishments on the perimeter building wall of that property line either. However, the south-facing elevations, which are highly visible from public view on East Cypress Road, the nearby school sites, houses in Cypress Grove, and Picasso Drive outbound traffic, are designed in a manner consistent with the decorative sound walls along East Cypress Road. The office building includes the most architectural detail. It will include a two-tone stucco exterior with windows visible on the

main one-story section, the storefront and just below the taller pyramid style roof on the tower element. Signage is proposed just above the storefront windows. The entry gate will consist of a seven foot tall wrought iron fence with rolling section that total approximately 85 feet from the office building to the opposite building corner.

The three-story building proposed in the middle of the project will consist of horizontal corrugated metal siding on the entire second and third floor elevations. The first floor will consist of metal roll up doors separated by concrete columns. Although the building will be mostly screened by the perimeter buildings, approximately half or more of its vertical elevation will be visible above the roofline of the perimeter buildings. The City of Oakley Commercial and Industrial Design Guidelines discourage metal buildings, except that metal may be considered as architectural elements. Preferred materials for main building elevations include brick, stucco, wood siding, and stone. Given the interior location of Building C, Staff recommends the horizontal metal siding be covered with a textured paint to better comply with the design guidelines. Since submittal of the proposed plans, the applicant has agreed to stucco-texture the exposed metal siding of Building C. This modification to the proposed plans will comply with the design guidelines, and has been added as a condition of approval.

The proposed plans show an undeveloped portion of the site in the southeast corner. Since the perimeter buildings will only have a 2-3 foot setback to the adjacent property lines in that corner, there is difficulty with accessing this area for maintenance. Placing a man door on the outside for access from the inside can lead to a security risk. The applicant has agreed to fill in this area with additional building square footage. This solution will enclose that area so that landscape maintenance is not required. This modification has been added as a condition of approval.

With adoption of the proposed resolution for Design Review approval, as conditioned, the project will comply with the Commercial and Industrial Guidelines.

Environmental Review

An Initial Study and Negative Declaration ("ND") have been prepared for this project pursuant to the California Environmental Quality Act (CEQA). The Notice of Intent to Adopt a ND and Initial Study was circulated for public review and comment from March 26, 2016 to April 25, 2016 and was filed with the County Clerk and Governor's Office of Planning and Research State Clearinghouse. A copy of the ND and Initial Study are attached. The City Council must adopt the ND in order to approve the project. Adoption of the ND is included in the proposed General Plan resolution, and referenced in the Rezone ordinance and Design Review resolution.

Findings

Draft findings for the General Plan Amendment and Design Review can be found in the proposed resolutions. Draft findings for the Rezone can be found in the proposed ordinance.

Recommendation

Staff recommends the City Council:

- Adopt the Negative Declaration (included as a finding to proposed General Plan resolution and references in the proposed Rezone ordinance and Design Review resolution);
- Adopt a resolution approving the General Plan Amendment, as conditioned;
- Waive the first reading and introduce an ordinance approving the Rezone, as conditioned; and
- Adopt a resolution approving the Design Review, as conditioned.

Attachments

1. Vicinity Map
2. Public Hearing Notice
3. Initial Study with Negative Declaration
4. Applicant's Plans
5. Proposed General Plan Land Use Amendment Resolution
6. Proposed Rezone Ordinance
7. Proposed Design Review Resolution

Vicinity Map
Cypress Self Storage
Southern Side of East Cypress Road at Intersection of Picasso Drive
APN 033-012-004





City of Oakley
3231 Main Street
Oakley, CA 94561
www.oakleyinfo.com

NOTICE OF PUBLIC HEARING

Notice is hereby given that on **April 26, 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 **General Plan Amendment, Rezone, and Design Review**.

Project Name: Cypress Self Storage (GPA 03-15, RZ 05-15, DR 12-15)

Project Location: Southern side of the East Cypress Road and Picasso Drive intersection. APN 033-012-004.

Applicant: Brent Aasen of Brentwood MX4 Investments, LP. 1120 Second Street, Suite 118, Brentwood, CA 94513.

Request: This is public hearing on a request by Brent Aasen of Brentwood MX4 Investments, LP ("Applicant") for approval of: 1) a General Plan Amendment to amend the land use designation from Multi Family Residential (High Density) to Commercial; 2) a Rezone from M-12 (Multi Family Residential) District to P-1 (Planned Unit Development) District; and 3) Design Review (Development Plan) for new development of a 139,408 sf. self storage facility (up to 3 stories tall) with a 1,024 sf. office building on a 3.29 acre vacant. The site is zoned M-12 (Multifamily Residential) District. APN 033-012-004.

The Staff Report and its attachments will be available for public review, on or after April 22, 2016 at City Hall, 3231 Main Street, Oakley, CA 94561 or on the City's website 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. Strelo, Senior Planner at the City of Oakley, 3231 Main Street, Oakley, CA 94561 or by email to strelo@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.



California Environmental Quality Act (CEQA)

NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

Project Title: Cypress Self Storage (GPA 03-15, RZ 05-15, DR 12-15)

Lead Agency Name and Address: City of Oakley, 3231 Main Street, Oakley, CA 94561

Contact Person and Phone Number: Kenneth W. Strelow, Senior Planner, (925) 625-7036

Project Location: East Cypress Road and Picasso Drive, Oakley, CA 94561; APN 033-012-004; Contra Costa County

Project Sponsor's Name and Address: Brentwood MX4 Investments, LP; 1120 Second Street, Suite 118; Brentwood, CA 94513

General Plan: Multi-Family Residential (High Density)

Zoning: M-12 (Multi-Family Residential) District

Project Description Summary: Request for approval of: 1) a General Plan Amendment to amend the land use designation from Multi Family Residential (High Density) to Commercial; 2) a Rezone from M-12 (Multi Family Residential) District to P-1 (Planned Unit Development) District; and 3) Design Review (Development Plan) for new development of a 139,408 sf. self storage facility (up to 3 stories tall) with a 1,024 sf office building on a 3.29 acre vacant lot located on the southern side of the East Cypress Road and Picasso Drive intersection. The site is zoned M-12 (Multifamily Residential) District. APN 033-012-004.

Declaration:

On March 25, 2016, the City of Oakley Planning Division determined that the above project will have no significant effect on the environment and is therefore exempt from the requirement of an Environmental Impact Report. The determination is based on the following findings:

- a) The project will not have the potential to degrade the quality of the environment, substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.
- b) It will not have the potential to achieve short-term, to the disadvantage of long-term, environmental goals.
- c) It will not have significant impacts, which are individually limited, but cumulatively considerable.
- d) It will not have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly.
- e) No substantial evidence exists that the project will have a significant negative adverse effect on the environment.

Written comments shall be submitted no later than 30 days from the posting date. Appeal of this determination must be made during the posting period.

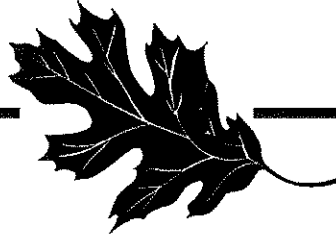
Submit comments to:

City of Oakley
Attn: Kenneth W. Strelo
3231 Main Street
Oakley, CA 94561

Posting period: March 26, 2016 – April 25, 2016

Initial Study Prepared By: 
Kenneth W. Strelo, Senior Planner

OAKLEY



CALIFORNIA

California Environmental Quality Act (CEQA)

Initial Study

for

**Cypress Self Storage
(GPA 03-15, RZ 05-15, DR 12-15)**

March 2015

[THIS PAGE INTENTIONALLY LEFT BLANK]

INITIAL STUDY

A. BACKGROUND

1. Project Title: Cypress Self Storage (GPA 03-15, RZ 05-15, DR 12-15)
2. Lead Agency Name and Address: City of Oakley, 3231 Main Street, Oakley, CA 94561
3. Contact Person and Phone Number: Kenneth W. Strelow, Senior Planner (925) 625-7036
4. Project Location: East Cypress Road and Picasso Drive, Oakley, CA 94561; APN 033-012-004; Contra Costa County
5. Project Sponsor's Name and Address: Brentwood MX4 Investments, LP, 1120 Second Street, Suite 118, Brentwood, CA 94513
6. General Plan: Multi-Family Residential (High Density)
7. Zoning: M-12 (Multi-Family Residential) District
8. Project Description Summary:

Application requesting approval of: 1) a General Plan Amendment to amend the land use designation from Multi Family Residential (High Density) to Commercial; 2) a Rezone from M-12 (Multi Family Residential) District to P-1 (Planned Unit Development) District; and 3) Design Review (Development Plan) for new development of a 139,408 sf. self storage facility (up to 3 stories tall) with a 1,024 sf. office building on a 3.29 acre vacant lot located on the southern side of the East Cypress Road and Picasso Drive intersection. The site is zoned M-12 (Multifamily Residential) District. APN 033-012-004.

B. SOURCES

The following documents are referenced information sources utilized for this analysis:

1. BAAQMD Air Quality Standards and Attainment Status table and notes. http://hank.baaqmd.gov/pln/air_quality/ambient_air_quality.htm
2. BAAQMD Updated CEQA Guidelines. May 2011.
3. Biological Resources Assessment Letter Report for the proposed project by FirstCarbon Solutions.
4. California Department of Conservation, Important Farmland Map, Contra Costa County, 2012.
5. City of Oakley 2020 General Plan. Updated February 2, 2016.
6. City of Oakley 2020 General Plan Environmental Impact Report. September, 2002.
7. City of Oakley 2020 General Plan Update Background Report. September 2001.
8. City of Oakley Commercial and Industrial Design Guidelines.
9. City of Oakley Municipal Code.
10. City of Oakley Standard Conditions of Approval.
11. City of Oakley Zoning Map.
12. Contra Costa County General Plan 2005-2020.
13. East Contra Costa County Habitat Conservation Plan and Natural Communities Conservation Plan.
14. Habitat Conservation Planning Survey.
15. Planning Survey Report for the proposed project.
16. Transportation Impact Analysis Cypress Self Storage by Abrams and Associates. March 2016.

C. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology/Soils
<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Hydrology/Water Quality	<input type="checkbox"/> Land Use & Planning
<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise	<input type="checkbox"/> Population & Housing
<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation	<input type="checkbox"/> Transportation & Circulation
<input type="checkbox"/> Utilities/Service Systems	<input type="checkbox"/> Mandatory Findings of Significance	

D. DETERMINATION

On the basis of this initial study:

- I find that the Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the applicant. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Kenneth W. Strelow
Signature

3/25/16
Date

Kenneth W. Strelow, Sr. Planner
Name and Job Title

City of Oakley
Agency

E. BACKGROUND AND INTRODUCTION

This initial study provides an environmental analysis pursuant to the California Environmental Quality Act (CEQA) for the proposed project. The applicant has submitted this application to the City of Oakley. The initial study contains an analysis of the environmental effects of the proposed project.

The project Initial Study will rely upon the program level analysis provided in the Oakley 2020 General Plan EIR, as well as site-specific studies prepared for the project, in determination of impacts.

F. PROJECT DESCRIPTION

This is a request for approval of: 1) a General Plan Amendment to amend the land use designation from Multi Family Residential (High Density) to Commercial; 2) a Rezone from M-12 (Multi Family Residential) District to P-1 (Planned Unit Development) District; and 3) Design Review (Development Plan) for new development of a 139,408 sf. self storage facility (up to 3 stories tall) with a 1,024 sf office building on a 3.29 acre vacant lot located on the southern side of the East Cypress Road and Picasso Drive intersection. The site is zoned M-12 (Multifamily Residential) District. APN 033-012-004.

Project Location and Surrounding Land Uses

The project site is located on the south side of East Cypress Road at the intersection of East Cypress Road and Picasso Drive, Oakley, CA 94561, Contra Costa County.

The 3.29 acre triangular-shaped project site is currently vacant, but contains an abandoned home and orchard. The northern property line is adjacent to the southern right of way for East Cypress Road (a 4-lane divided arterial road in that location). To the north, beyond East Cypress Road, is an existing single family residential subdivision (Cypress Grove) and a combination elementary school/middle school site (Ironhouse Elementary School and Delta Vista Middle School). The Burlington Northern Santa Fe (BNSF) Railway tracks run directly adjacent to the southwestern property line, with additional single family residential beyond the tracks. These tracks are currently operated for freight and Amtrak trains. To the east of the site, underdeveloped rural residential uses occupy a few lots that are designated Multi-Family Residential (High Density). Beyond those rural lots is an affordable housing apartment complex (Courtyards at Cypress Grove).

Figure 1
Project Vicinity Map



Discretionary Actions

Implementation of the proposed project would require the following discretionary actions by the City of Oakley City Council:

- Adoption of a Negative Declaration
- Approval of a General Plan Amendment
- Approval of a Rezone
- Approval of Design Review

G. ENVIRONMENTAL CHECKLIST

The following Checklist contains the environmental checklist form presented in Appendix G of the CEQA Guidelines. The checklist form is used to describe the impacts of the proposed project. A discussion follows each environmental issue identified in the checklist. Included in each discussion are project-specific mitigation measures recommended as appropriate as part of the Proposed Project.

For this checklist, the following designations are used:

Potentially Significant Impact: An impact that could be significant, and for which no mitigation has been identified. If any potentially significant impacts are identified, an EIR must be prepared.

Potentially Significant With Mitigation Incorporated: An impact that requires mitigation to reduce the impact to a less-than-significant level.

Less-Than-Significant Impact: Any impact that would not be considered significant under CEQA relative to existing standards.

No Impact: The project would not have any impact.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
I. AESTHETICS.				
Would the project:				
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

- a. The City of Oakley GP EIR (Oakley GP EIR) does not designate the proposed project site a scenic vista. However, Mount Diablo can be seen from the project site and is considered a scenic resource by the Oakley 2020 General Plan (Oakley GP). The project may result in a brief interruption of the view of Mt. Diablo from passing traffic on eastbound East Cypress Road. Although the project would result in buildings that could intermittently obscure views of Mt. Diablo in the distance, the City General Plan anticipated development of the site with multi-family residential at a maximum 36 feet in height. The proposed project would max out at just over 31 feet in height. Therefore, the project would have a **less-than-significant** impact on scenic resources.
- b. The project site is not located within a State scenic highway. Therefore, there is **no impact**.
- c. The project is subject to discretionary design review approval. The site development, landscaping, and building architecture plans are analyzed for consistency with the adopted City of Oakley Commercial and Industrial Design Guidelines. The process of design review will require the project to be designed in a manner that does not result in substantial degrading visual qualities. Therefore, the project would have a **less-than-significant impact** in regards to the degradation of the scenic quality of the site.
- d. Although not substantial, the project may result in additional, but insignificant light or glare. Therefore, the proposed project would result in a **less-than-significant impact** in the creation of light or glare.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
II. AGRICULTURE RESOURCES.				
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1977) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Involve other changes in the existing environment which, due to their location or nature, could individually or cumulatively result in loss of Farmland to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a. The proposed project site is categorized as "Urban and Built-Up Land" on the Contra Costa County Important Farmland Map 2012 published by the Department of Conservation. Since the property is not designated as "Farmland", the project would have **no impact** to conversion of Farmland to non-agricultural use.
- b,c. The project site is not zoned "agricultural" nor is it under Williamson Act contract. The project would have **no impact** to agricultural zoning or Williamson Act land.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
--------	--------------------------------	--	------------------------------	-----------

III. AIR QUALITY.

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Create objectionable odors affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion

a-c. Oakley is located on the south side of the San Joaquin River Delta, east of the Carquinez Straits. The location between the greater Bay Area and the Central Valley greatly influences the climate and air quality of the area. The City is located at the eastern boundary of the San Francisco Bay Area Air Basin. Oakley is located west of San Joaquin County, which represents part of the neighboring San Joaquin Valley Air Basin. Air quality within the region is under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). Screening of project was done under the BAAQMD's California Environmental Quality Act Air Quality Guidelines, updated May 2011 (BAAQMD Guidelines).

Although self storage is not specifically listed in the Screening Criteria (Table 3-1) of the BAAQMD Guidelines, several more intense uses that would have similar building construction and site development are listed, such as manufacturing, warehouse, general light industrial, and industrial park. All of those uses would be expected to generate more vehicle trips, include more employees, and contain more pollution generating activities than self storage with a small office space. The screening criteria threshold for those uses is a minimum 541,000 square feet (operational criteria) and 259,000 square feet (construction criteria). The proposed self storage facility would include a maximum of 140,432 square feet of build out. Since the proposed project will result in substantially less square footage for both operational and construction screening criteria for more intense uses, it is expected that the project will result in a **less-than-significant**

impact to the applicable air quality plan, and cumulative impacts associated with the San Francisco Bay Area Air Basin.

- d. The project would not include or result in substantial pollutant concentrations; therefore, the project would have a **less-than-significant impact** related to exposing sensitive receptors to substantial pollutant concentrations.
- e. The project would not include industrial or intensive agricultural use; therefore, the project would not create odors or toxic air contaminants. The proposed project would have **no impact** on odors or toxic air contaminants.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES.				
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a. The Oakley GP Figure 6-1 (Vegetation Types) designates the project site as Agricultural/Ruderal, and Figure 6-2 (Biological Sensitivity) of the Oakley GP indicates that the project site is considered to have Low biological sensitivity. The site contains an existing, but abandoned residence and accessory building. The proposed project site also contains an inactive and dying walnut orchard, which has not been maintained since the mid-1990s.

As part of the project application, FirstCarbon Solutions submitted a Biological Resources Assessment Letter Report (Bio Report). They also submitted a Planning Survey Report (PSR) to comply with and receive permit coverage under the East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan (HCP).

Results of the Bio Report summarized the project site does not contain any observable sensitive habitats, but has the potential to support two special-status species (burrowing owls and loggerhead shrike), as well as nesting of birds and raptors protected under the Migratory Bird Treaty Act (MBTA). The Bio Report recommends further studies for burrowing owl would not be required, but that pre-construction surveys for MBTA listed bird species, including Swainson's Hawk, be conducted.

Results of the Planning Survey found no sensitive or special status plant species on site, and applicable animal species will require pre-construction surveys and mitigation that is built into the HCP/NCCP Take Permit. Those species include, Western burrowing owl, Townsend's big-eared bat, Swainson's hawk, and Golden Eagle. Although the Bio Report indicated no further burrowing owl studies would be required, the HCP will require pre-construction surveys and potential mitigation. Also, compliance with the HCP includes compliance with the MBTA. Therefore, since compliance with the HCP is a requirement of development separate from CEQA mitigation, this project will result in a **less-than-significant impact** to sensitive habitats, sensitive communities, and special-status species.

- b. The Bio Report indicates the project site does not include any riparian habitat or other sensitive natural communities. Therefore, there would be **no impact** due to this development.
- c. The Bio Report indicates the project site does not include any wetlands as defined by Section 404 of the Clean Water Act. Therefore, **no impact** would result from the development of the project site.
- d. The project site is surrounded by urban and developed land, and does not support a wildlife corridor and does not contain any watercourses that would support migratory fish. Therefore, the development of the project site would result in **no impact**.
- e. All of the onsite trees are proposed to be removed. Removal of trees within the City of Oakley is subject to Oakley's "Heritage and Protected Trees" ordinance (Section 9.1.1112 of the Oakley Municipal Code). Compliance with this ordinance will result in **no impact** in relation to conflicting with the local policies or ordinance protecting biological resources or trees.
- f. The East Contra Costa County HCP was approved in August 2007, and the City of Oakley approved the implementing ordinance on November 13, 2007. The project is within the City and, therefore, is included in the urban limit line of the HCP. In compliance with the implementing ordinance, the proposed project has completed the HCP Application and Planning Survey to comply with and receive permit coverage under the East Contra Costa County HCP and National Community Conservation Plan. The proposed project will be required to comply with the HCP conservation strategies. Since the project will comply with the

requirements of the HCP, there is no conflict and; therefore, **no impact** in relation to the HCP.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
--------	--------------------------------	--	------------------------------	-----------

V. CULTURAL RESOURCES.

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to Section 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Directly or indirectly destroy a unique paleontological resource on site or unique geologic features? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Disturb any human remains, including those interred outside of formal cemeteries. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion

- a. The Oakley GP EIR on page 3-149 states that “while there are no officially designated historic structures in Oakley, there are numerous buildings, primarily in the old town area, eligible for such designation or listing [...] Oakley’s historic resources are generally in need of official recognition.” The project site is not listed in the California Register of Historical Resources, nor is it listed in a local register or determined to be a historic resource by the Oakley General Plan. Therefore, there is **no impact**.
- b-d. According to the Oakley GP EIR (p. 3-148), few archeological or paleontological finds have occurred in the City of Oakley. However, the EIR states that given the rich history of the Planning Area and region, the City will continue to require site evaluation prior to development of undeveloped areas, as well as required procedures if artifacts are unearthed during construction. The City of Oakley adopted Standard Conditions of Approval include language requiring a professional archaeologist certified by the Society of Professional Archaeology (SOPA) to have an opportunity to evaluate the significance of any finds and suggest mitigation, if deemed necessary. Through consultation with applicable Native American Tribes, as provided by the Native American Heritage Commissions Tribal Consultation List, that standard condition will be modified to include the addition of a Native American representative, as approved by the applicable tribes. Through implementation of the modified standard condition of approval, the impact to archaeological/paleontological resources and human remains would be **less-than-significant impact**.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
VI. GEOLOGY AND SOILS.				
Would the project:				
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist - Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

a, c, d. The General Plan EIR states that Oakley has been subjected to numerous seismic events, originating both on faults within Contra Costa County and in other locations in the region. Six major Bay Area earthquakes have occurred since 1800 that have affected the County. The City of Oakley is underlain by the Brentwood Faulty that is inferred active because of scattered small magnitude earthquakes near the trace of the fault. However, the maximum credible earthquake (7.0-8.5) anticipated in the Oakley area in a 50 year time period would result from either the San Andreas Fault or Antioch Fault (Oakley GP EIR, 3-12).

The potential for the structures proposed for the site to be damaged by ground rupture or ground shaking is considered to be relatively unlikely, but the possibility exists for damage to occur during an earthquake of moderate magnitude. Also, expansive soils shrink and swell as a result of moisture

changes. This could cause heaving and cracking of slabs-on-grade, pavements, and structures founded on shallow foundations. The soils encountered across the site consisted of non-plastic sand deposits. Non-plastic soils can be expected to display a low expansion potential; therefore, the potential impact of expansive soils can be considered low.

To address potential geotechnical issues with the project, as part of the City's Standard Conditions of Approval, the applicant is required to submit a geotechnical report to the City Engineer for review that substantiates the design features incorporated into the project, including but not limited to grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections.

The project area is relatively flat; therefore, landslides do not represent a likely hazard. Seismic impacts, including the associated hazards posed by ground shaking and liquefaction, are primarily restricted to buildings and structures.

Implementation of applicable standard conditions of approval will ensure that all geotechnical recommendations specified in the geotechnical report are properly incorporated and utilized in design and that **less-than-significant impact** would result.

- b. The project site consists of an inactive and non-maintained orchard with an abandoned home and accessory structure. Construction of the project would involve the disturbance and possible relocation of topsoils, rendering earth surfaces susceptible to erosion from wind and water; however, as part of the City's Grading Ordinance, the applicant is required to submit an Erosion Control Plan that utilizes standard construction practices to limit erosion effects during construction of the project. Implementation of the Grading Ordinance will ensure that construction of the project results in a **less-than-significant impact** related to soil erosion.

- e. The project proposes to use a septic tank and leach field. The use of septic tanks and leach fields are subject to the review, approval and permitting by Contra Costa Environmental Health. Since, the septic system is required to be approved and meet the criteria of the Contra Costa Environmental Health, it is assumed to have a **less-than-significant impact** on soils supporting septic systems.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
--------	--------------------------------	--	------------------------------	-----------

VII. GREENHOUSE GAS EMISSIONS.

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Conflict with applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

a. In May 2011, the BAAQMD updated GHG emission CEQA thresholds of significance. The thresholds are divided into two categories; non-stationary source projects, and stationary source projects. The proposed project is a stationary source project. Established construction related impact thresholds for GHG emissions do not exist; however, the BAAQMD CEQA Air Quality Guidelines identify operational related impact thresholds. The operational thresholds are as follows:

- Compliance with Qualified Greenhouse Gas Reduction Strategy; or
- 1,100 metric tons (MT) of carbon dioxide equivalent per year (CO2e/yr); or
- 4.6 MT CO2e/service population (SP)/yr (residents + employees).

The thresholds do not specifically address self storage facilities. However, other land uses, such as industrial park and manufacturing only exceed the thresholds when buildings reach 65,000 sf. and 89,000 sf., respectively. The proposed self storage would exceed these thresholds if only looking at the square feet of building. But, the GHG related impacts generated by industrial parks and warehouses are expected to be substantially greater than that of a mostly passive self storage. All but the small office area of the self storage is not air conditioned, eliminating much of the offsite generated GHG emissions caused by energy consumption. Also, only the office area will contain plumbing and hot water. For the purposes of measuring operation emissions related to the buildings, the vast majority of the project would only generate GHG emissions related to lighting and vehicle trips. It would more equivalent to compare the office space to the criteria for office space in the BAAQMD thresholds, which is set at 53,000 sf. Since the project only contains approximately 1,024 sf. of office space and the rest of the buildings are self storage, it is assumed that it would create a **less-than-significant impact** toward greenhouse gas emissions.

b. A qualified GHG Reduction Strategy that could be applied to the proposed project has not yet been adopted. In addition, the City of Oakley does not have any adopted plans or policies aimed at reducing GHG emissions that would be applicable to the proposed project. Therefore, the proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs, and there would be **no impact**.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS.				
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Expose people or structures to the risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a-c. The routine transport, use, or disposal of hazardous materials is not typically associated with personal self storage uses. Accordingly, the proposed project would not likely create hazards to the public or the environment from transportation, use, or disposal of hazardous materials, or from reasonably foreseeable upset and accident conditions involving likely release of hazardous materials into the environment. Also, the project will not emit hazardous emissions or handle hazardous waste, and therefore would not result in a potentially significant impact to the nearest schools (Ironhouse Elementary and Delta Vista Middle), located approximately directly north of the project site and across East Cypress Road.

Based on the above information, the project would create a **less-than-significant** impact in the applicable categories.

- d. The proposed project site is not located on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, resulting in **no impact**.
- e, f. The project site is not located within two miles of any public or private airports. Therefore, the development of the proposed project would result in **no impact** regarding safety issues related to airport use.
- g. Development of the project site would not interfere with an adopted emergency response plan or emergency evacuation plan. Construction vehicles would be located onsite and would therefore not impede the flow of traffic along East Cypress Road. Therefore, **no impact** would occur.
- h. The project site is bordered by urban communities. Wild lands do not exist in close proximity to the project site. The likelihood of wildfires in the project area is not significant. Therefore, wildfires would have **no impact** on the proposed project.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
IX. HYDROLOGY AND WATER QUALITY.				
Would the project:				
a. Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Place within a 100-year floodplain structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

- a.f. The proposed project would involve very minimal potential erosion and discharge of sediment in nearby storm drainage or result in degradation of water quality because it will be almost completely developed and is subject to implementation of a Stormwater Control Plan pursuant to the California Regional Water Quality Control Board Municipal Regional Stormwater NPDES Permit. The potential impacts related to water quality and waste discharge would be **less-than-significant impacts**.
- b. The Oakley GP EIR (p. 3-119) states that groundwater is a source of water in Contra Costa County, mostly in rural areas. Several small public and private water companies extract underground water through wells and convey it to nearby customers. The Oakley GP EIR states that sources not served by the Diablo Water District (DWD) that use water wells are located primarily south of Laurel Road and east of Main Street. The project is located north of Laurel Road and would be served by the DWD. The existing well on the site is abandoned, and is required to be removed. The only impact to groundwater would be minimal and due to the addition of impervious surface that captures and filters runoff into the onsite bio-swales and eventually into the storm drain system. Therefore, the project would have a **less-than-significant** impact to groundwater resource supply and/or recharge.
- c-e. The Oakley GP EIR states that "Increased development associated with General Plan build-out may lead to an increase in impervious surfaces being created where permeable soils currently exist." The proposed project will result in almost complete site development with either building rooftops or pavement. However because the site is relatively flat and does not contain any streams or channels, the existing runoff characteristics will not result in any flooding or erosion. Also, the storm drain collection system to the north has been deemed adequate to handle runoff caused by development of the project site. Therefore, development of the site will result in a **less-than-significant impact** to existing drainage and runoff.
- g-i. Substantial areas within Contra Costa County are subject to flooding. The Federal Emergency Management Agency (FEMA) indicates a majority of the County's creeks and shoreline areas lie within the 100-year flood plain. The proposed project is not located within an area of the 100-year flood plain as depicted in Figure 8-3 of the Oakley GP. Areas deemed to be within the 100-year flood plain are subject to flooding during a storm likely to occur once every one hundred years. Because the project is not located within an area affected by the 100-year flood plain, there is **no impact**.
- j. A tsunami is a sea wave caused by submarine earth movement. A seiche is an oscillation of the surface of a lake or landlocked sea. The project site is not in close proximity to the ocean, a land locked sea, or lake to be at risk from inundation from these phenomena. The land is relatively flat and has a low risk of being impacted by mudslides. Therefore, the potential impact from these phenomena is **less-than-significant**.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
X. LAND USE AND PLANNING.				
Would the project:				
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable land use plans, policies, or regulations of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating on environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with any applicable habitat conservation plan or natural communities conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a. The project will not physically divide a community as it will completely exist within an existing 3.29-acre parcel that is currently adjacent to railroad tracks and an arterial street. The project would have **no impact** on dividing an established community.

- b. The City of Oakley GP designates the project site as Multi-Family Residential (High Density). It is zoned M-12 (Multi-Family Residential) District. As part of the project, the applicant is requesting the property's land use be designated to Commercial and then rezoned to P-1 (Planned Unit Development) District. The P-1 is necessary because the existing "C" (General Commercial) District only allows self storage uses when designed in conjunction with retail frontage. The proposed project will not contain a retail frontage. Also, due to the triangular shape of the lot, the C District development regulations would inhibit the proposed layout. Although the proposed project is not consistent with the existing General Plan land use designation and zoning, approval of the proposed land use designation amendment and rezone would result in consistency in both areas. Without approval of the land use designation amendment and rezone, the project, as proposed, could not be approved.

 With City Council approval of the proposed Commercial designation and P-1 District, the project would have **no impact** regarding conflicts with any applicable land use plans, policies, or regulations of an agency with jurisdiction over the project.

- c. As previously mentioned in the "Biological Resources" section of this initial study, projects within the City of Oakley are subject to compliance with the East Contra Costa Habitat Conservation Plan (HCP). The proposed project has submitted the necessary application documents to comply with the HCP. Therefore, **no impact** would occur from conflict with such a plan.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
XI. MINERAL RESOURCES.				
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a,b. The Contra Costa County General Plan 2005-2020 states that the most important mineral resources that are mined in the County include crushed rock near Mt. Zion, on the north side of Mt. Diablo, in the Concord area; shale in the Port Costa area; and sand and sandstone deposits, mined from several locations, but focused in the Byron area. Figure 8-4, Mineral Resource Areas, of the Contra Costa County General Plan, lists deposits of diabase, domengine sandstone, and clay. None of these deposits are shown in the Oakley area. Therefore, **no impact** to mineral resources would occur as a result of the construction of the proposed project.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
XII. NOISE.				
Would the project result in:				
a.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				
b.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				
c.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				
d.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				
e.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				
f.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				

Discussion

- a - d. The proposed project involves the construction of up to approximately 140,000 square feet of single and multi-story storage buildings and ancillary office space, as well as site associated development. Once completed and operating, the project is not expected to generate significant noise levels. Ground vibrations may be present during construction; however these will be temporary in nature. Also, construction of the project is subject to the Oakley Municipal Code, which addresses allowable hours of construction and use of certain powered machinery. As a result, the project would have a **less-than-significant** impact in regards to the exposure of persons to or generation of noise levels in excess of standards established in the Oakley General Plan, ground borne vibrations, permanent noise levels, and temporary or periodic noise levels.
- e,f. The proposed project is not within an airport land use plan or within the vicinity of a private airstrip. Therefore, development of the site would result in **no impact** regarding airport noise generation.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
XIII. POPULATION AND HOUSING.				
Would the project:				
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a. An impact to population and housing is considered significant if the project would induce substantial population growth in an area either directly or indirectly. The proposed project will be placed on a site currently designated for multi-family development. Approval and construction of the project would eliminate the potential for additional housing on the site. Therefore, a **less-than-significant** impact would occur in regards to the project increasing substantial population growth in an area that has not been previously anticipated for such growth.

- b,c. One abandoned house and accessory building currently exist on the project site. Both buildings are proposed to be removed. Approval and implementation of the proposed project would remove buildings but not displace any substantial housing that would necessitate replacement housing, not would the project displace people from their homes, since the existing residence is not habitable. Therefore, the project would result in **no impact**.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
--------	--------------------------------	--	------------------------------	-----------

XIV. PUBLIC SERVICES.

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- | | | | | |
|-----------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. Fire protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Police protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Schools? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Parks? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion

- a. The City of Oakley is provided fire protection by the East Contra Costa Fire Protection District (ECCFPD). All new development is subject to the East Contra Costa Fire Protection District's impact fee, which is based on total square footage of building. The project proponent is required to pay the fee at the time of building permit issuance, and would therefore cover the project's fair share of fire protection services. Payment of the fee is a requirement of development and would result in a **less-than-significant** impact to fire protection services.
- b. The proposed project is not expected to create any significant drain on police service that would result in the need for new or physically altered facilities, or any changes to police service in order to maintain the current levels of service. The project site is within the current police service area for the City of Oakley and will not add any additional residents to the City that would affect the police officer/citizen ratio. Also, the project is conditioned to participate in the funding of the City's Special Police Services Tax by voting to approve the special tax for the parcel. Therefore, the project has a **less-than-significant** impact on police services.
- c. The project will not result in any new students, and therefore will result in **no impact** to schools.
- d. The proposed project is subject to the City's Park Acquisition and Improvement impact fees, which are based on total square footage of buildings. The project proponent is required to pay the fee at the time of building permit issuance, and would therefore cover the project's fair share of park services. Payment of the fee is a requirement of development and would result in a **less-than-significant** impact to park services.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
XV. RECREATION.				
Would the project:				
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

a,b. See discussion for XIV. Public Services section d.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
XVI. TRANSPORTATION/CIRCULATION.				
Would the project:				
a. Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially increase hazards due to a design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Conflicts with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a,b. I March of 2016, Abrams and Associates conducted a Transportation Impact Analysis for the project. The analysis studied Existing Conditions, Existing Plus Project, Baseline (No Project) Conditions, Baseline Plus Project Conditions, Cumulative Conditions, and Cumulative Plus Project Conditions. None of the conditions analyzed resulted in any significant project specific impacts to the study intersections or streets. The project would contribute to cumulative impacts. However, the project will be subject to payment of the City and Regional traffic impact fees which will pay the projects fair share of cumulative impacts. Therefore, the project will have a **less-than-significant impact** to both increases in traffic and level of service.
- c. Byron Airport is located south of the project site in the southern portion of the Community of Byron; however, the proposed project would not require any changes to existing regional air traffic activity. Therefore, **no impact** would occur.
- d. The proposed project would not include any unusual design features in the layout of the streets that would increase hazards. Therefore, **no impact** would result from the buildout of the proposed development.

- e. The proposed project would not interfere with existing emergency access routes and would not create any new situations where additional emergency routes would be required. Therefore, **no impact** would occur.
- f. The proposed project will be able to provide a sufficient amount of off-street parking. Therefore, the proposed project would provide for adequate parking and **no impact** would result.
- g. The project would not interfere or result in any changes to alternative transportation. Therefore, the proposed project would have **no impact** to alternative transportation.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS.				
Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

- a, b, d, e, f, g. The project will not generate significant amounts of wastewater or solid waste, or have the need for significant treated water. Only the office space is planned to include plumbing services and generate solid waste. Therefore, the project will have a **less-than-significant impact** to the wastewater facilities, landfills, and water treatment facilities.
- c. The project will not result in the construction of any new storm drainage facilities, and it has been determined that the facilities north of the project are adequate to handle build out of the applicable drainage area, of which the project is included. The project will result in a net increase in impervious surface, but not require new facilities. Therefore, there is **no impact**.

Issues	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less-Than-Significant Impact	No Impact
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.				
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

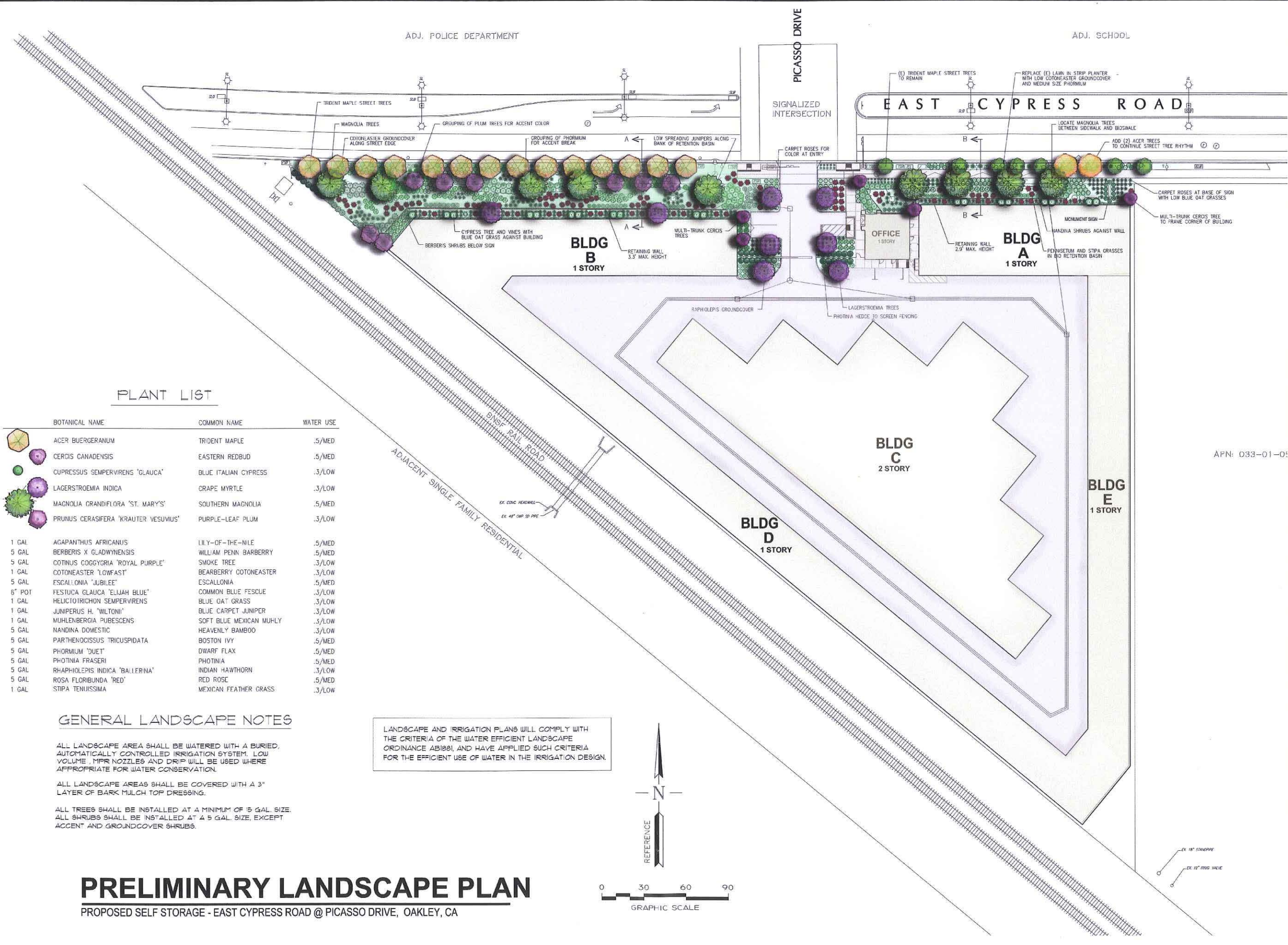
Discussion

- a. As mentioned previously, the Oakley GP states that the project site has a low biological sensitivity. However, although unlikely, the possibility exists that the project site supports special-status species and/or serves as foraging habitat for these species. This Initial Study includes discussion regarding compliance with the East Contra Costa Habitat Conservation Plan/ Natural Communities Conservation Plan. Therefore, the proposed project would have **less-than-significant** impacts to special-status species and sensitive natural communities.
- b. The future planned use of the property is Multi-Family Residential. Construction of the project is less intense than the planned build out of the site. Preservation of the existing state of this parcel would not result in any long-term environmental goals that have been established by the City of Oakley. The project is consistent with the proposed General Plan land use designation of Commercial and proposed P-1 District zoning. Therefore, the impact is **less-than-significant**.
- c,d. As analyzed earlier in the document, the project will have cumulative impacts on air quality. Mitigation measures have been established by the Bay Area Air

Quality Management District, and those mitigation measures have been implemented into this project. Therefore, after implementation of the sponsored mitigation measures, the project will create **less-than-significant** cumulatively considerable impacts.



U:\Cypress Self Storage\Monday\Cypress-CLP.dwg, Sep. 22, 2015, 11:30am, Administrator



PLANT LIST

BOTANICAL NAME	COMMON NAME	WATER USE
ACER BUERGERANUM	TRIDENT MAPLE	.5/MED
CERCIS CANADENSIS	EASTERN REDBUD	.5/MED
CUPRESSUS SEMPERVIRENS 'GLAUCA'	BLUE ITALIAN CYPRESS	.3/LOW
LAGERSTROEMIA INDICA	GRAPE MYRTLE	.3/LOW
MAGNOLIA GRANDIFLORA 'ST. MARY'S'	SOUTHERN MAGNOLIA	.5/MED
PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	PURPLE-LEAF PLUM	.3/LOW
1 GAL AGAPANTHUS AFRICANUS	LILY-OF-THE-NILE	.5/MED
5 GAL BERBERIS X GLADWYNSIS	WILLIAM PENN BARBERRY	.5/MED
5 GAL COTINUS COGGYGRIA 'ROYAL PURPLE'	SMOKE TREE	.3/LOW
1 GAL COTONEASTER 'LOWFAST'	BEARBERRY COTONEASTER	.3/LOW
5 GAL ESCALLONIA 'JUBILEE'	ESCALLONIA	.5/MED
6" POT FESTUCA GLAUCA 'ELIJAH BLUE'	COMMON BLUE FESCUE	.3/LOW
1 GAL HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	.3/LOW
1 GAL JUNIPERUS H. 'WILTONII'	BLUE CARPET JUNIPER	.3/LOW
1 GAL MUHLENBERGIA PUBESCENS	SOFT BLUE MEXICAN MUHLY	.3/LOW
5 GAL NANDINA DOMESTIC	HEAVENLY BAMBOO	.3/LOW
5 GAL PARTHENOISSUS TRICUSPIDATA	BOSTON IVY	.5/MED
5 GAL PHORMIUM 'DUET'	DWARF FLAX	.5/MED
5 GAL PHOTINIA FRASERI	PHOTINIA	.5/MED
5 GAL RHAPHIOLEPIS INDICA 'BALLERINA'	INDIAN HAWTHORN	.3/LOW
5 GAL ROSA FLORIBUNDA 'RED'	RED ROSE	.5/MED
1 GAL STIPA TENUISSIMA	MEXICAN FEATHER GRASS	.3/LOW

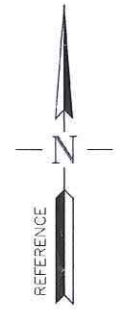
GENERAL LANDSCAPE NOTES

ALL LANDSCAPE AREA SHALL BE WATERED WITH A BURIED, AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM. LOW VOLUME, MFR NOZZLES AND DRIP WILL BE USED WHERE APPROPRIATE FOR WATER CONSERVATION.

ALL LANDSCAPE AREAS SHALL BE COVERED WITH A 3" LAYER OF BARK MULCH TOP DRESSING.

ALL TREES SHALL BE INSTALLED AT A MINIMUM OF 15 GAL. SIZE. ALL SHRUBS SHALL BE INSTALLED AT A 5 GAL. SIZE, EXCEPT ACCENT AND GROUND COVER SHRUBS.

LANDSCAPE AND IRRIGATION PLANS WILL COMPLY WITH THE CRITERIA OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AB680, AND HAVE APPLIED SUCH CRITERIA FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN.



PRELIMINARY LANDSCAPE PLAN
 PROPOSED SELF STORAGE - EAST CYPRESS ROAD @ PICASSO DRIVE, OAKLEY, CA

NOTE: THIS IS AN ORIGINAL UNREVISED DRAWING AND MAY NOT BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF BK&A.

DISCLAIMER: ALL VELLUM, BOND, TRACE, BLUEPRINT, ETC. DRAWINGS PROVIDED WITH BORRECCO/KILIAN & ASSOCIATES, INC. (BK&A) LANDSCAPE ARCHITECTS, TITLE BLOCK AND/OR SIGNATURE STAMP, IS CONSIDERED TO BE A COPY OF THE ORIGINAL DESIGN RETAINED BY BK&A IN ELECTRONIC FORMAT. BK&A WILL ONLY ACKNOWLEDGE SIGNED AND STAMPED PLANS AND DRAWINGS AFTER COMPARISON AND WRITTEN VERIFICATION WITH THE ORIGINAL ELECTRONIC FILES RETAINED BY BK&A. NO RESPONSIBILITY OR LIABILITY IS EXPRESSED OR IMPLIED FOR ELECTRONIC DATA AND/OR REPRODUCED PLANS AND DRAWINGS USED WITHOUT BK&A'S SIGNATURE.

BORRECCO/KILIAN & ASSOCIATES, INC.
 LANDSCAPE ARCHITECTS
 1241 Pine Street
 Martinez, California 94553
 Phone: 925/572-5306
 Fax: 925/572-5308

CYPRESS SELF-STORAGE
 OAKLEY, CALIFORNIA

DATE: 9/21/15
 DRAWN BY: B.K.
 THIS DRAWING IS: PRELIMINARY

SHEET NUMBER: L-1
 TITLE OF DRAWING: LANDSCAPE

APN: 033-01-01



BIO-SWALE SECTION A-A



BIO-SWALE SECTION B-B

SECTION DETAILS

PROPOSED SELF STORAGE - EAST CYPRESS ROAD @ PICASSO DRIVE, OAKLEY, CA

DISCLAIMER: ALL YELLOW, BOND, TRACE, BLUEPRINT, ETC. DRAWINGS PROVIDED WITH BORRECO/KILIAN & ASSOCIATES, INC. (BK&A) LANDSCAPE ARCHITECTS, TITLE BLOCK AND/OR SIGNATURE STAMP, IS CONSIDERED TO BE A COPY OF THE ORIGINAL DESIGN RETAINED BY BK&A IN ELECTRONIC FORMAT. BK&A WILL ONLY ACKNOWLEDGE SIGNED AND STAMPED PLANS AND DRAWINGS AFTER COMPARISON AND WRITTEN VERIFICATION WITH THE ORIGINAL ELECTRONIC FILES RETAINED BY BK&A. NO RESPONSIBILITY OR LIABILITY IS EXPRESSED OR IMPLIED FOR ELECTRONIC DATA AND/OR REPRODUCED PLANS AND DRAWINGS USED WITHOUT BK&A'S SIGNATURE.

NOTE:
THIS IS AN OVERALL APPROXIMATE
CONCEPTUAL DESIGN. THE FINAL DESIGN
OF THIS PROJECT WILL BE THE RESULT OF THE
LANDSCAPE ARCHITECT'S DESIGN PROCESS.
© BORRECO/KILIAN & ASSOCIATES, INC.

BORRECO/KILIAN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
 1241 Pine Street
 Martinez, California 94553
 Phone: 925/977-3308
 Fax: 925/977-3308

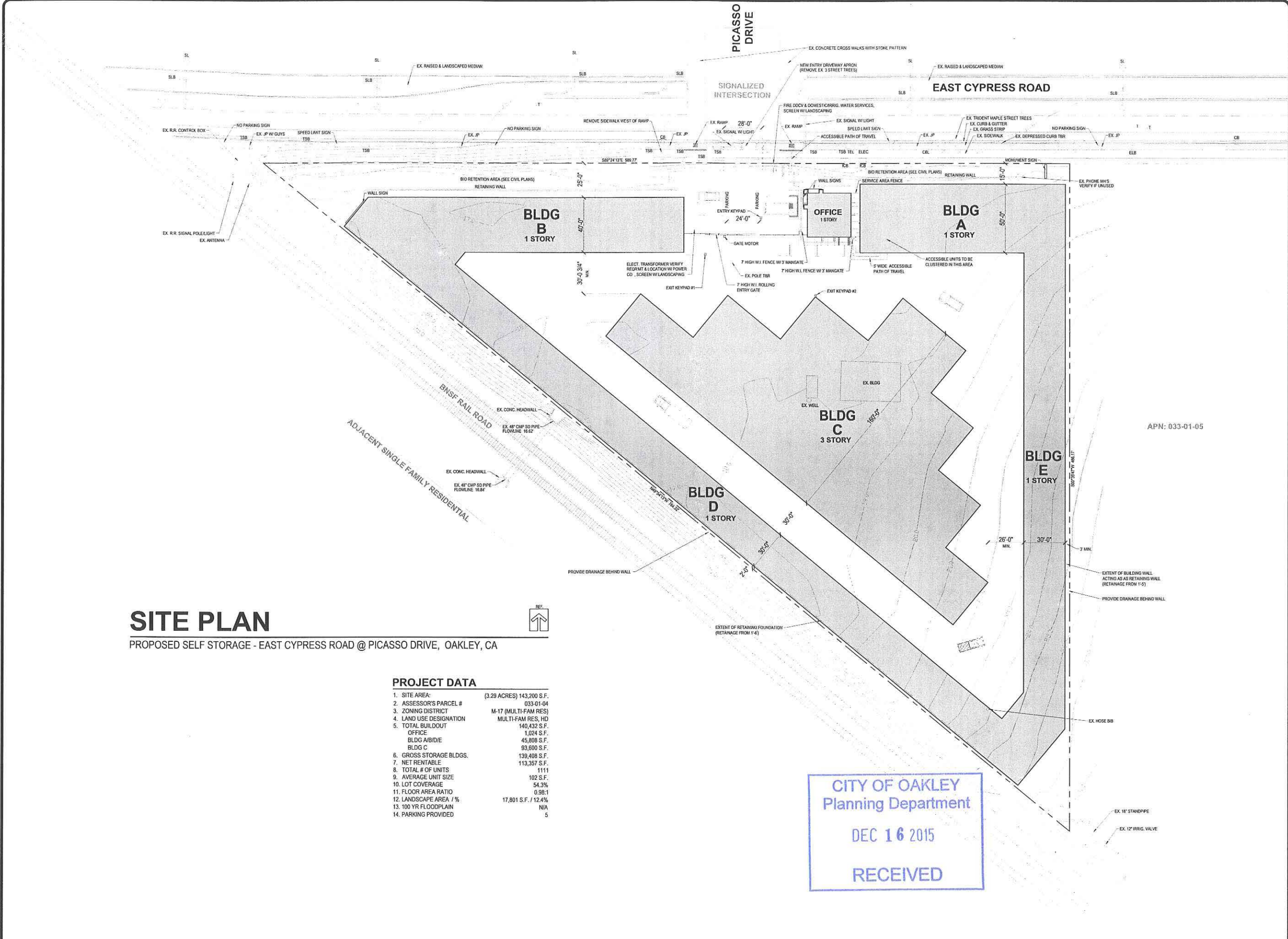


REV	DATE	DESCRIPTION

TITLE OF PROJECT
CYPRESS SELF-STORAGE
OAKLEY, CALIFORNIA

DATE: 9/21/15
 DRAWN BY: BJC
 THIS PLAN IS:
 PRELIMINARY

SHEET NUMBER
L-2
 TITLE OF DRAWING
 SECTIONS



SITE PLAN

PROPOSED SELF STORAGE - EAST CYPRESS ROAD @ PICASSO DRIVE, OAKLEY, CA

PROJECT DATA

1. SITE AREA:	(3.29 ACRES) 143,200 S.F.
2. ASSESSOR'S PARCEL #	033-01-04
3. ZONING DISTRICT	M-17 (MULTI-FAM RES)
4. LAND USE DESIGNATION	MULTI-FAM RES, HD
5. TOTAL BUILDOUT	140,432 S.F.
OFFICE	1,024 S.F.
BLDG A/B/D/E	45,808 S.F.
BLDG C	93,600 S.F.
6. GROSS STORAGE BLDGS.	139,408 S.F.
7. NET RENTABLE	113,357 S.F.
8. TOTAL # OF UNITS	1111
9. AVERAGE UNIT SIZE	102 S.F.
10. LOT COVERAGE	54.3%
11. FLOOR AREA RATIO	0.98:1
12. LANDSCAPE AREA / %	17,801 S.F. / 12.4%
13. 100 YR FLOODPLAIN	N/A
14. PARKING PROVIDED	5

CITY OF OAKLEY
 Planning Department
 DEC 16 2015
 RECEIVED

Revisions	Date

DEVELOPER:
 NAME
 COMPANY
 ADDRESS
 ADDRESS

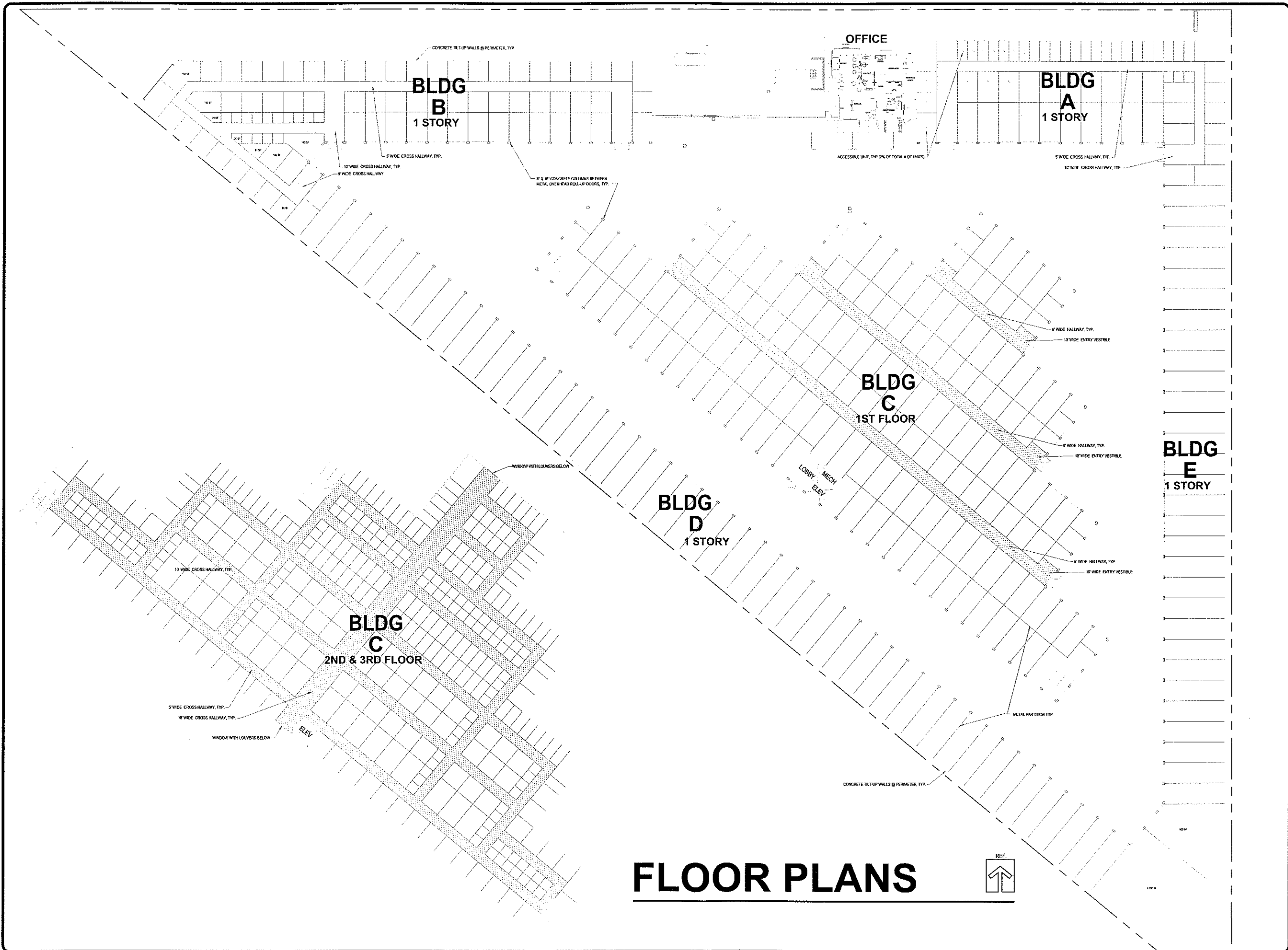
Cubix Construction Company
 License No. 144402
 5 Meadowbrook Ln
 Danville, California 94526 USA
 Phone (925) 314-0770 FAX (925) 314-0771



CYPRESS SELF STORAGE
 EAST CYPRESS ROAD @ PICASSO DRIVE
 OAKLEY, CA.
SITE PLAN

Drawn By
 JAW/EJB
 Date
 12/9/15
 Scale
 1" = 30'
 File Name
 S18P12
 Planning File Numbers

Sheet Number
1A



FLOOR PLANS



Revisions	Date

DEVELOPER:
 NAME
 COMPANY
 ADDRESS
 ADDRESS

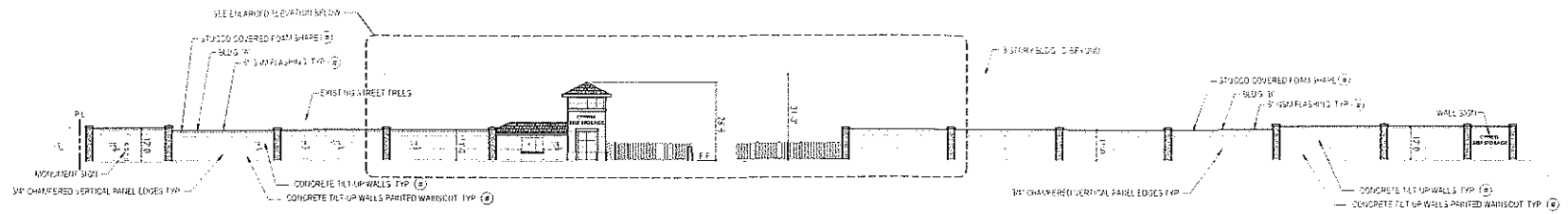
Cubix Construction Company
 License No. 144402
 5 Meadowbrook Ln.
 Danville, California 94526 USA
 Phone (925) 314-0770 FAX (925) 314-0771

CYPRESS SELF STORAGE
 EAST CYPRESS ROAD @ PICASSO DRIVE
 OAKLEY, CA.

FLOOR PLANS

Drawn By
 JAW/EJB
 Date
 12/8/15
 Scale
 1" = 20'
 File Name
 SHUPR2
 Planning File Numbers

Sheet Number
2A



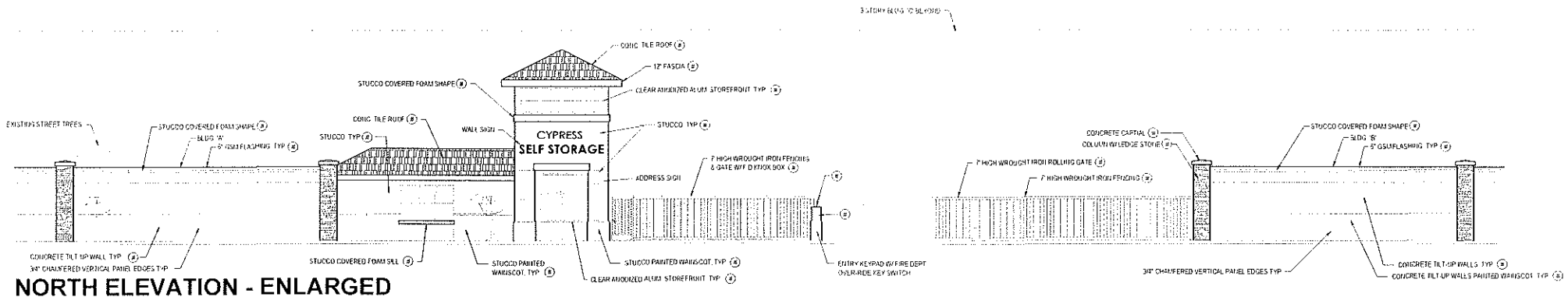
NORTH ELEVATION

SCALE: 1" = 30'-0"

LEGEND

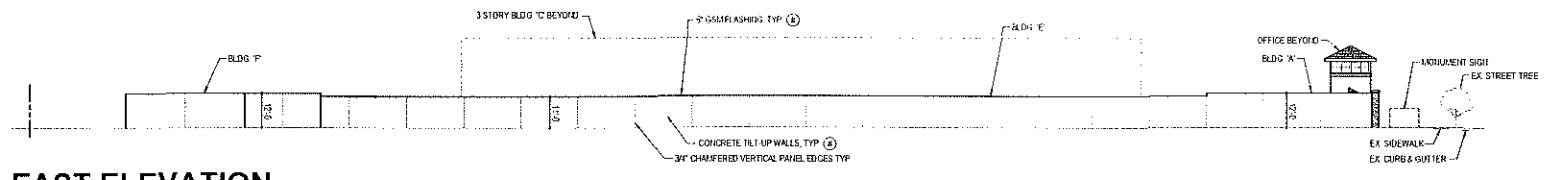
- 1 POLYURETHANE INSULATION
- 2 1/2" X 3/4" GYP BOARD 1/2" JOINT TAP
- 3 1/2" X 3/4" GYP BOARD 1/2" JOINT TAP
- 4 1/2" X 3/4" GYP BOARD 1/2" JOINT TAP
- 5 1/2" X 3/4" GYP BOARD 1/2" JOINT TAP
- 6 1/2" X 3/4" GYP BOARD 1/2" JOINT TAP
- 7 1/2" X 3/4" GYP BOARD 1/2" JOINT TAP
- 8 1/2" X 3/4" GYP BOARD 1/2"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

REVISE PER OWNER INPUT



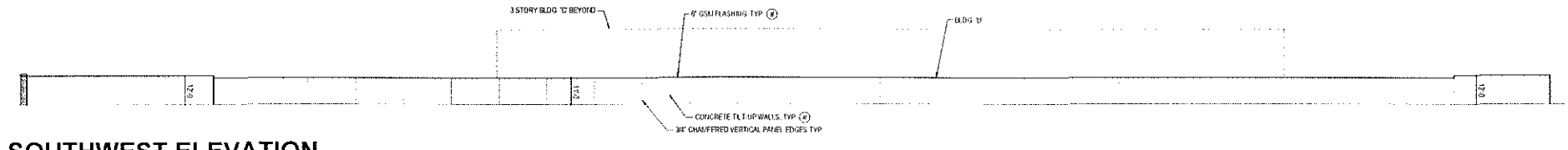
NORTH ELEVATION - ENLARGED

SCALE: 1" = 10'-0"



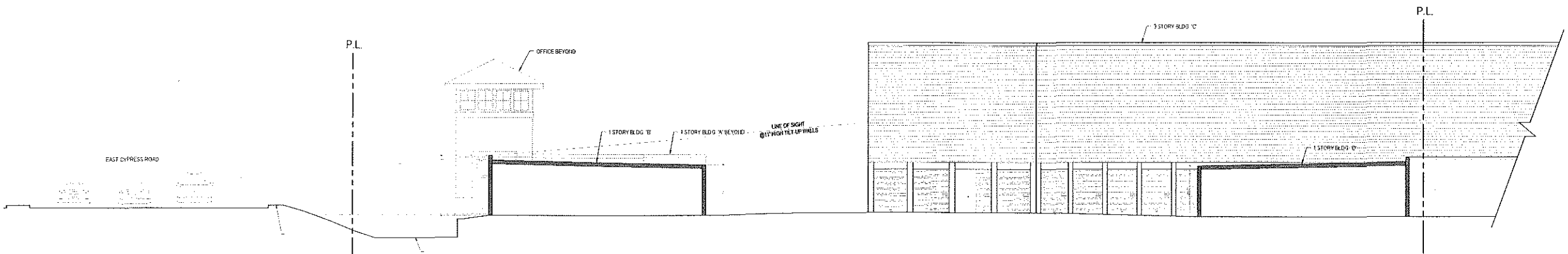
EAST ELEVATION

SCALE: 1" = 30'-0"



SOUTHWEST ELEVATION

SCALE: 1" = 30'-0"



CROSS SECTION LOOKING EAST

SCALE: 1" = 10'-0"

Revisions	Date

DEVELOPER:

NAME
COMPANY
ADDRESS
ADDRESS

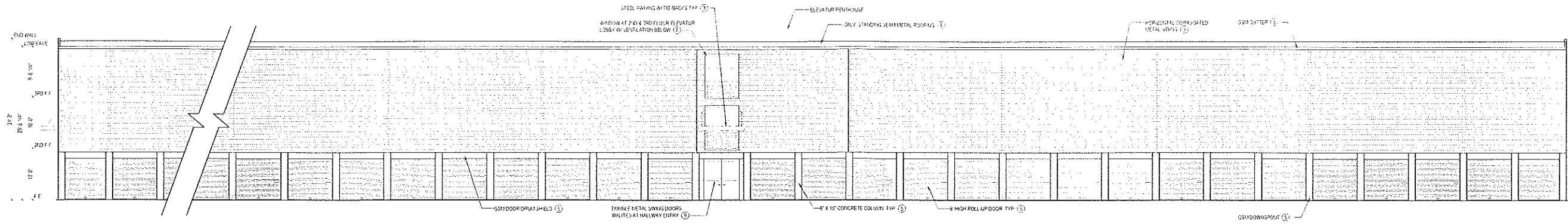
Cubix Construction Company
 License No. 144402
 5 Meadowbrook Lane
 Danville, California 94526 USA
 Phone (925) 314-0770 FAX (925) 314-0771



CYPRESS SELF STORAGE
 EAST CYPRESS ROAD @ PICASSO DRIVE
 OAKLEY, CA
PROJECT ELEVATIONS

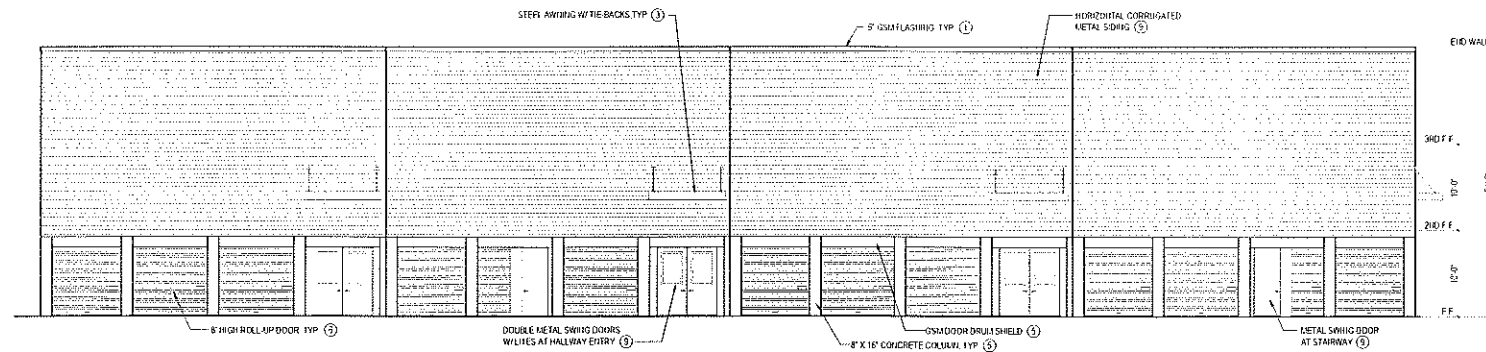
Drawn By
JAW/EJB
Date
12/9/15
Scale
AS NOTED
File Name
Elevations2
Planning File Numbers
Sheet Number

3A



BLDG C SOUTHWEST ELEVATION (INTERIOR FACING)

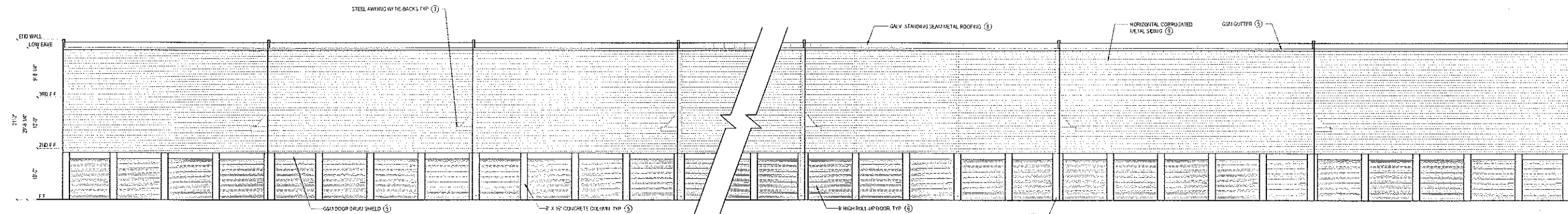
SCALE: 1" = 10'-0"



BLDG C NORTHWEST ELEVATION (INTERIOR FACING)

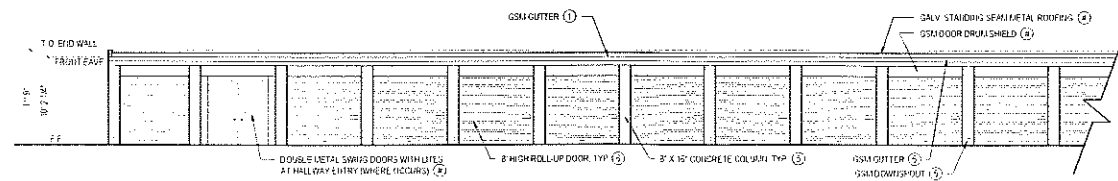
SOUTHEAST ELEVATION SIMILAR

SCALE: 1" = 10'-0"



BLDG C SOUTHWEST ELEVATION (INTERIOR FACING)

SCALE: 1" = 10'-0"



TYPICAL SINGLE STORY ELEVATIONS (INTERIOR FACING)

BLDG A SOUTH SHOWN - OTHERS SIMILAR

SCALE: 1" = 10'-0"

Revisions	Date

DEVELOPER:
 NAME
 COMPANY
 ADDRESS
 ADDRESS

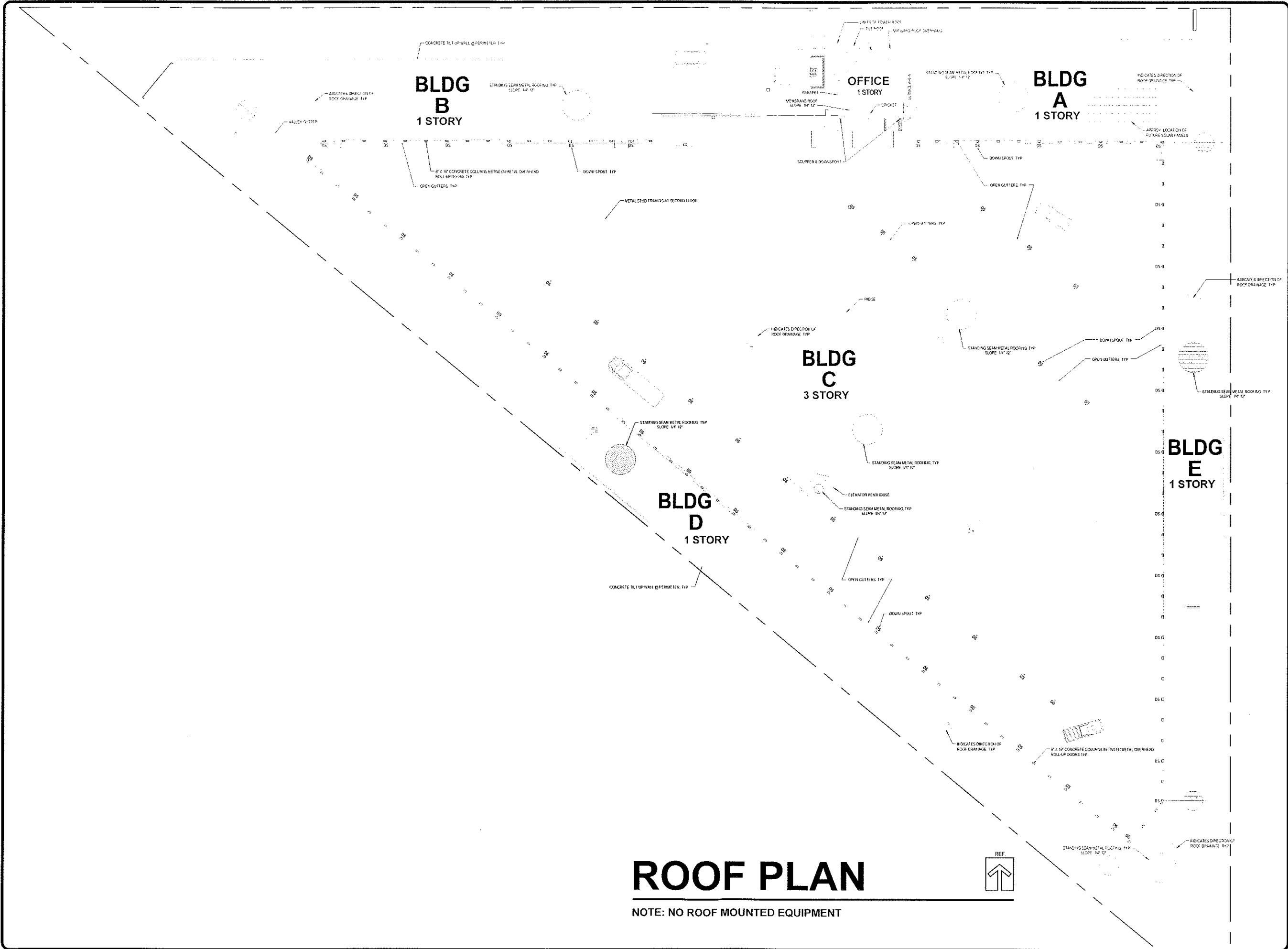
Cubix Construction Company
 License No. 144402
 5 Meadowbrook Lane
 Danville, California 94526 USA
 Phone (925) 314-0770 FAX (925) 314-0771



CYPRESS SELF STORAGE
 EAST CYPRESS ROAD @ PICASSO DRIVE
 OAKLEY, CA.
PROJECT ELEVATIONS

Drawn By
 JAW/EJB
 Date
 12/9/15
 Scale
 AS NOTED
 File Name
 Elevations2
 Plotting File Numbers

Sheet Number
3B



ROOF PLAN

NOTE: NO ROOF MOUNTED EQUIPMENT



Revisions	Date

DEVELOPER:
NAME
COMPANY
ADDRESS
ADDRESS

Cubix Construction Company License No. 144402
5 Meadowbrook Lane
Danville, California 94526 USA
Phone (925) 314-0770 FAX (925) 314-0771



CYPRESS SELF STORAGE
EAST CYPRESS ROAD @ PICASSO DRIVE
OAKLEY, CA.
ROOF PLAN

Drawn By	JAW/EJS
Date	12/9/15
Scale	1" = 20'
File Name	Elevations2
Planning File Numbers	
Sheet Number	

4

Revisions	Date

DEVELOPER:
 NAME
 COMPANY
 ADDRESS
 ADDRESS

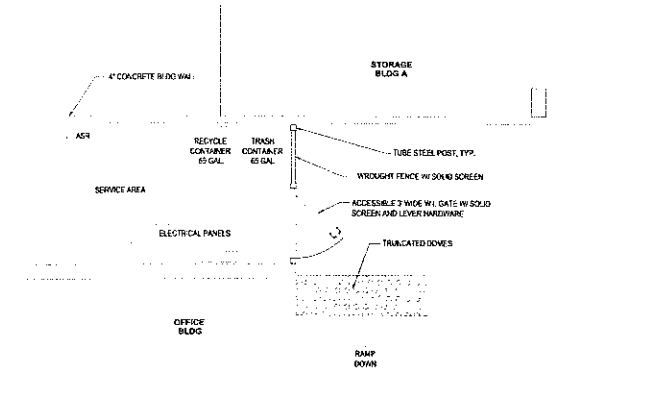
Cubix Construction Company
 License No. 144402
 5 Meadowbrook Ln
 Danville, California 94526 USA
 Phone (925) 314-0770 FAX (925) 314-0771



CYPRESS SELF STORAGE
 EAST CYPRESS ROAD @ PICASSO DRIVE
 OAKLEY, CA.
 MISC. DETAILS

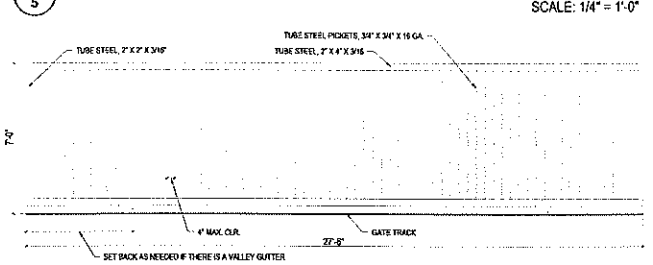
Drawn By
 E.R.
 Date
 12/9/15
 Scale
 3/32" = 1"
 File Name
 SitePlan2
 Flanning File Numbers
 Sheet Number

5

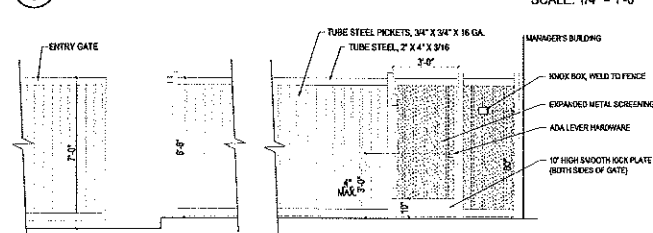


WASTE HANDLING NOTES:
 1. TRASH USAGE IS FOR AN OFFICE MANAGER ONLY, WITH APPROX. EQUIVALENT WASTE TO A SINGLE FAMILY HOME USAGE.
 2. ENCLOSURE TO BE LOCKED AND ONLY ACCESSIBLE TO EMPLOYEES.
 3. IN THE EVENT OF EXCESS WASTE LEFT OVER FROM A VACATING TENANT, THE FACILITY MANAGEMENT WILL HAVE WASTE OFFHAULED TO APPROPRIATE WASTE OR RECYCLE LOCATION PRIVATELY.

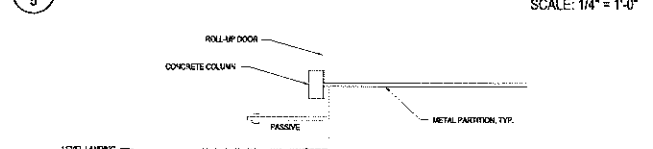
1 TRASH ENCLOSURE



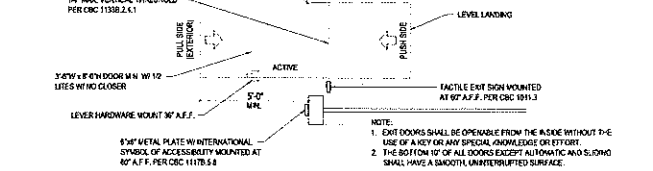
2 ENTRY GATE DETAIL



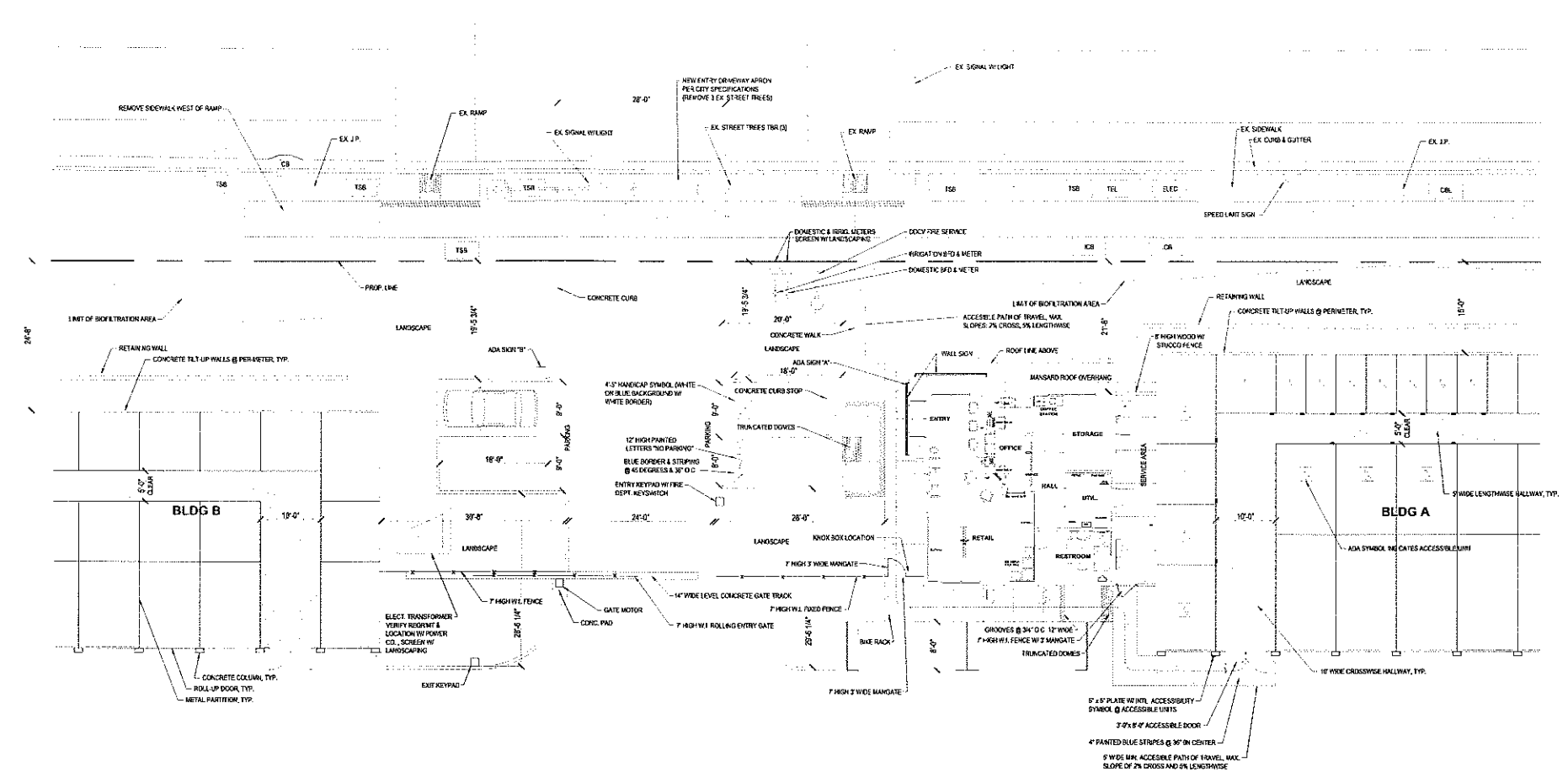
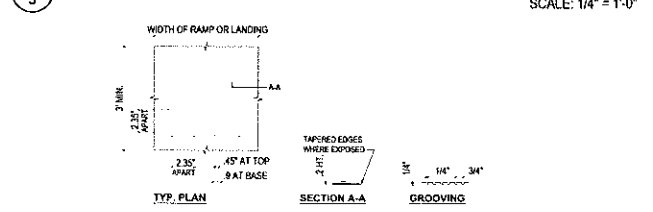
3 ACCESSIBLE MAN GATE



4 ACCESSIBLE ENTRY/EXIT DOOR



5 TRUNCATED DOMES & GROOVING



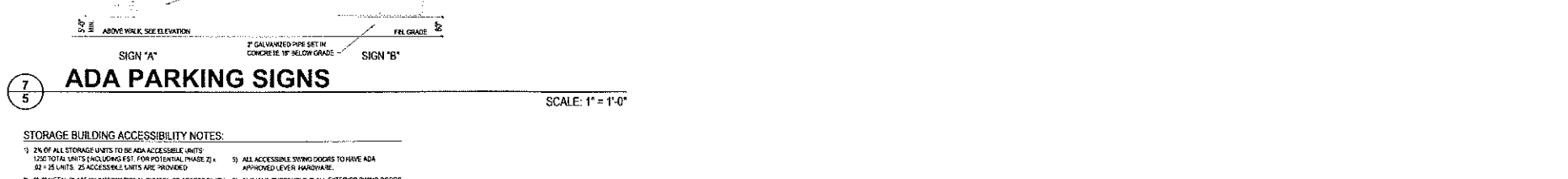
6 ENTRY PLAN



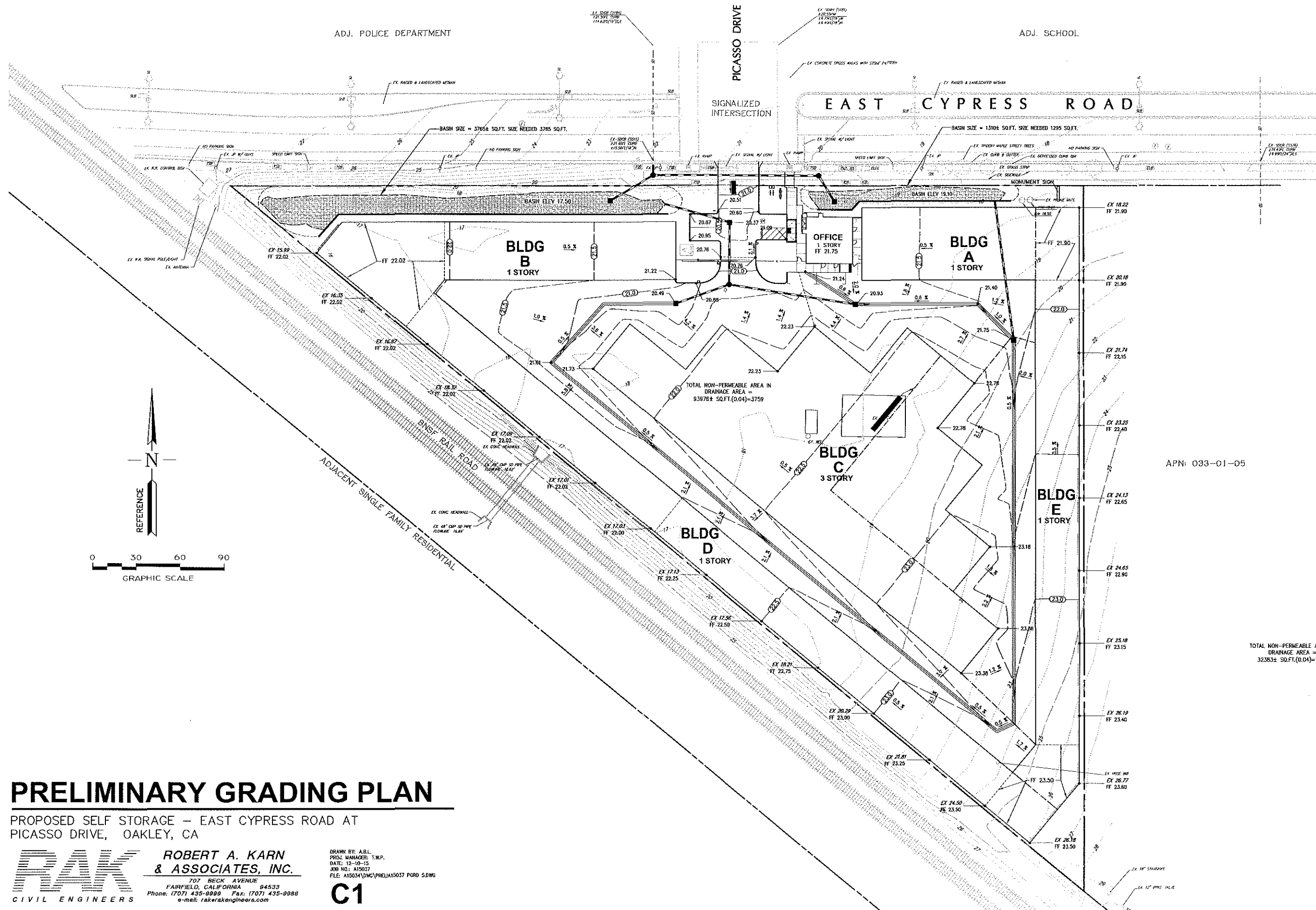
7 WALL DETAIL ALONG FRONTAGE



8 ADA PARKING SIGNS



STORAGE BUILDING ACCESSIBILITY NOTES:
 1) 2% OF ALL STORAGE UNITS TO BE ADA ACCESSIBLE UNITS
 2) 12% TOTAL UNITS (INCLUDING EST. FOR PHASE 2) = 24 UNITS. 25 ACCESSIBLE UNITS ARE PROVIDED
 3) ALL ACCESSIBLE SWING DOORS TO HAVE ADA APPROVED LEVER HARDWARE
 4) 5/8" METAL PLATE W/ INTERNATIONAL SYMBOL OF ACCESSIBILITY MOUNTED AT 60" A.F.F. PER CBC 11178.2.1
 5) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 6) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 7) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 8) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 9) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 10) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 11) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 12) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 13) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 14) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 15) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 16) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 17) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 18) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 19) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 20) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 21) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 22) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 23) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 24) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 25) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 26) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 27) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 28) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 29) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 30) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 31) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 32) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 33) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 34) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 35) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 36) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 37) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 38) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 39) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 40) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 41) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 42) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 43) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 44) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 45) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 46) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 47) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 48) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 49) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 50) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 51) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 52) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 53) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 54) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 55) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 56) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 57) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 58) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 59) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 60) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 61) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 62) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 63) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 64) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 65) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 66) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 67) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 68) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 69) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 70) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 71) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 72) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 73) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 74) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 75) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 76) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 77) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 78) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 79) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 80) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 81) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 82) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 83) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 84) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 85) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 86) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 87) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 88) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 89) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 90) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 91) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 92) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 93) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 94) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 95) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 96) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 97) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 98) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 99) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS
 100) 1/4" MAX. THRESHOLD @ ALL EXTERIOR SWING DOORS



APN: 033-01-05

TOTAL NON-PERMEABLE AREA IN DRAINAGE AREA = 32383± SQ.FT.(0.04)=1295

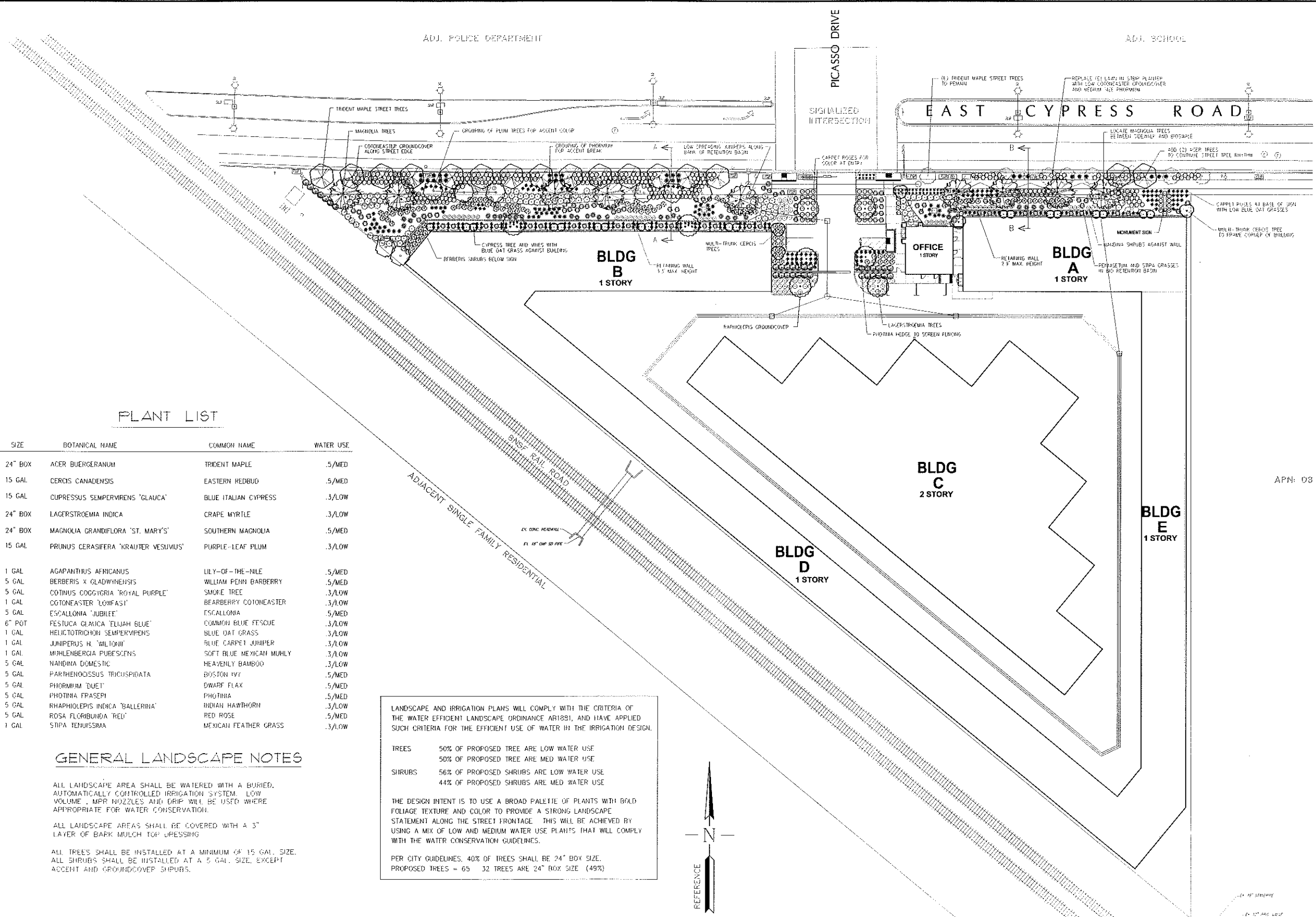
PRELIMINARY GRADING PLAN

PROPOSED SELF STORAGE – EAST CYPRESS ROAD AT PICASSO DRIVE, OAKLEY, CA

RAK CIVIL ENGINEERS
ROBERT A. KARN & ASSOCIATES, INC.
 707 BECK AVENUE
 FAIRFIELD, CALIFORNIA 94533
 Phone: (707) 435-9999 Fax: (707) 435-9988
 e-mail: rakerakengineers.com

DRAWN BY: A.B.L.
 PROJ. MANAGER: T.W.P.
 DATE: 12-10-15
 JOB NO.: A15037
 FILE: A15034\DWG\PRELIA15037 PORD 5.DWG

C1



PLANT LIST

SIZE	BOTANICAL NAME	COMMON NAME	WATER USE
24" BOX	ACER BUERGERANUM	TRIDENT MAPLE	.5/MED
15 GAL	CERCIS CANADENSIS	EASTERN REDBUD	.5/MED
15 GAL	CUPRESSUS SEMPERVIRENS 'GLAUCO'	BLUE ITALIAN CYPRESS	.3/LOW
24" BOX	LAGERSTROEMIA INDICA	GRAPE MYRTLE	.3/LOW
24" BOX	MAGNOLIA GRANDIFLORA 'ST. MARY'S'	SOUTHERN MAGNOLIA	.5/MED
15 GAL	PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	PURPLE-LEAF PLUM	.3/LOW
1 GAL	AGAPANTHUS AFRICANUS	LILY-OF-THE-NILE	.5/MED
5 GAL	BERBERIS X GLADWYHEUSIS	WILLIAM PENN BARBERRY	.5/MED
5 GAL	COTINUS COCCYGGRIA 'ROYAL PURPLE'	SMOKE TREE	.3/LOW
1 GAL	COTONEASTER 'LOWFAST'	BEARBERRY COTONEASTER	.3/LOW
5 GAL	ESCALLONIA 'JUBILEE'	ESCALLONIA	.5/MED
6" POT	FESTUCA GLAUCO 'ELIJAH BLUE'	COMMON BLUE FESCUE	.3/LOW
1 GAL	HELIOTRICHON SEMPERVIRENS	BLUE OAT GRASS	.3/LOW
1 GAL	JUNIPERUS H. 'WILSONII'	BLUE CARPET JUNIPER	.3/LOW
1 GAL	MIMULUS PUBESCENS	SOFT BLUE MEXICAN MUHLY	.3/LOW
5 GAL	NANDINA DOMESTICA	HEAVENLY BAMBOO	.3/LOW
5 GAL	PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	.5/MED
5 GAL	PHORIMMA 'DUET'	DWARF FLAX	.5/MED
5 GAL	PHOTINIA FRASEPI	PHOTINIA	.5/MED
5 GAL	RHAPHIOLEPIS INDICA 'BALLERINA'	INDIAN HAWTHORN	.3/LOW
5 GAL	ROSA FLORIBUNDA 'RED'	RED ROSE	.5/MED
1 GAL	STIPA TENUSSIMA	MEXICAN FEATHER GRASS	.3/LOW

GENERAL LANDSCAPE NOTES

ALL LANDSCAPE AREA SHALL BE WATERED WITH A BURIED, AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM. LOW VOLUME . MPR NOZZLES AND DRIP WILL BE USED WHERE APPROPRIATE FOR WATER CONSERVATION.

ALL LANDSCAPE AREAS SHALL BE COVERED WITH A 3" LAYER OF BARK MULCH TOP DRESSING

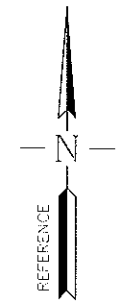
ALL TREES SHALL BE INSTALLED AT A MINIMUM OF 15 GAL. SIZE. ALL SHRUBS SHALL BE INSTALLED AT A 5 GAL. SIZE, EXCEPT ACCENT AND GROUNDCOVER SHRUBS.

LANDSCAPE AND IRRIGATION PLANS WILL COMPLY WITH THE CRITERIA OF THE WATER EFFICIENT LANDSCAPE ORDINANCE ARI291, AND HAVE APPLIED SUCH CRITERIA FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN.

- TREES 50% OF PROPOSED TREE ARE LOW WATER USE
50% OF PROPOSED TREE ARE MED WATER USE
- SHRUBS 56% OF PROPOSED SHRUBS ARE LOW WATER USE
44% OF PROPOSED SHRUBS ARE MED WATER USE

THE DESIGN INTENT IS TO USE A BROAD PALETTE OF PLANTS WITH BOLD FOLIAGE TEXTURE AND COLOR TO PROVIDE A STRONG LANDSCAPE STATEMENT ALONG THE STREET FRONTAGE. THIS WILL BE ACHIEVED BY USING A MIX OF LOW AND MEDIUM WATER USE PLANTS THAT WILL COMPLY WITH THE WATER CONSERVATION GUIDELINES.

PER CITY GUIDELINES, 40% OF TREES SHALL BE 24" BOX SIZE.
PROPOSED TREES = 65 32 TREES ARE 24" BOX SIZE (49%)



PRELIMINARY LANDSCAPE PLAN

PROPOSED SELF STORAGE - EAST CYPRESS ROAD @ PICASSO DRIVE, OAKLEY, CA

NOTE: THIS IS AN ORIGINAL UNRECORDED DRAWING. IT IS THE PROPERTY OF BORRECCO/KILIAN & ASSOCIATES, INC. AND SHALL REMAIN THE PROPERTY OF BORRECCO/KILIAN & ASSOCIATES, INC. WITHOUT THE WRITTEN CONSENT OF BORRECCO/KILIAN & ASSOCIATES, INC.

BORRECCO/KILIAN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
1241 Pine Street
Martinez, California 94553
Phone: 925/938-3300
Fax: 925/938-3306

APN: 03

DATE: 8/22/15
DRAWN BY: BK
THE PLAN IS: PRELIMINARY

SHEET NUMBER: L-1
TITLE OF DRAWING: LANDSCAPE

CYPRESS SELF-STORAGE
OAKLEY, CALIFORNIA

L:\Projects\Self_Storage\Martinez\Cypress-DSP.dwg Nov 16, 2015 8:52am Administrator

CITY OF OAKLEY

RESOLUTION NO. XX-16

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE GENERAL PLAN AMENDMENT TO AMEND THE LAND USE DESIGNATION OF A 3.29 ACRE PROPERTY LOCATED ON THE SOUTHERN SIDE OF THE EAST CYPRESS ROAD AND PICASSO DRIVE INTERSECTION (APN 033-012-004) FROM MULTI-FAMILY HIGH RESIDENTIAL (MH) TO COMMERCIAL (CO) FOR THE PROJECT TITLED "CYPRESS SELF STORAGE"

FINDINGS

WHEREAS, on July 1, 1999, the incorporation of the City of Oakley took effect; and

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

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

WHEREAS, on December 16, 2015, Brent Aasen of Brentwood MX4 Investments, LP ("Applicant") submitted an application requesting approval of: 1) a General Plan Amendment to amend the land use designation from Multi-Family Residential (High Density) to Commercial; 2) a Rezone from M-12 (Multi-Family Residential) District to P-1 (Planned Unit Development) District; and 3) Design Review (Development Plan) for new development of a 139,408 sf. self storage facility (up to 3 stories tall) with a 1,024 sf. office building on a 3.29 acre vacant lot located on the southern side of the East Cypress Road and Picasso Drive intersection ("Project"); and

WHEREAS, the Applicant has initiated a project to change the General Plan Land Use Designation for the property from Multi-Family Residential (MH) to Commercial (CO); and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the City prepared an Initial Study / Negative Declaration dated March 2016, which was circulated for public review and comment from March 26, 2016 to April 25, 2016. The Notice of Intent to Adopt a Negative Declaration and Initial Study / Negative Declaration were filed with the County Clerk and Governor's Office of Planning and Research State Clearinghouse, on March 26, 2016; and

WHEREAS, on April 15, 2016, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution. On April 15, 2016, the Notice of Public Hearing was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 500-foot radius of the subject property's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on April 26, 2016, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, these Findings are based on the City's General Plan and the City's Zoning Ordinance, and the information submitted to the City Council at its April 26, 2016 meeting, both written and oral, as reflected in the minutes of such meetings, together with the documents contained in the file for the Project (hereafter the "Record").

NOW, THEREFORE, on the basis of the above findings of fact and the entire Record, the City Council makes the following findings regarding the General Plan Amendment as shown in "Exhibit A" of this resolution in support of the recommended approvals:

- A. The Initial Study and Notice of Intent to Adopt a Negative Declaration ("ND") has been prepared and made available for public comment, pursuant to the California Environmental Quality Act (CEQA) Guidelines. The Initial Study found that the project will have a less than significant effect on the environment, and the City Council hereby adopts the project ND (Exhibit "B").
- B. The change in Land Use Designation will provide for the orderly, well planned and balanced growth within the City in that:
 1. This site is not an ideal location for residential development due to its adjacent proximity to the active rail road tracks and irregular shape. The site is not included as part of the Affordable Housing Overlay District, so amending its land use designation to Commercial will not directly impact the City's Regional Housing Needs Assessment for affordable housing; and
 2. Redesignating this site to allow for a commercial use, such as the proposed self storage, will serve to provide a buffer between the railroad tracks and the existing residential uses and future development to the east; and
 3. It would serve to result in a development that will beautify the south side of East Cypress Road to match the north side, which will result in a more

balanced and attractive entry to the City's fastest growing part of town, the East Cypress Road corridor.

BE IT FURTHER RESOLVED THAT, on the basis of the foregoing Findings and the entire Record, the City Council hereby approves the amendment to the General Plan as shown in "Exhibit A" of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 26th of April 26, 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Kevin Romick, Mayor

Date

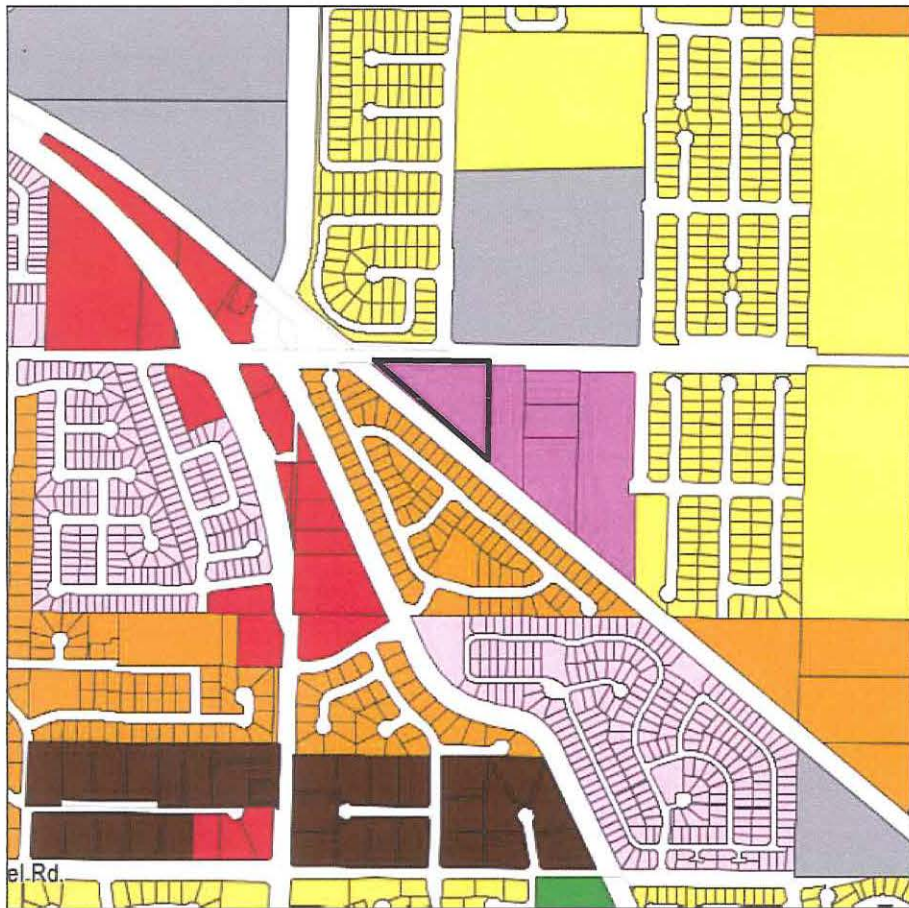
ATTEST:

Libby Vreonis, City Clerk

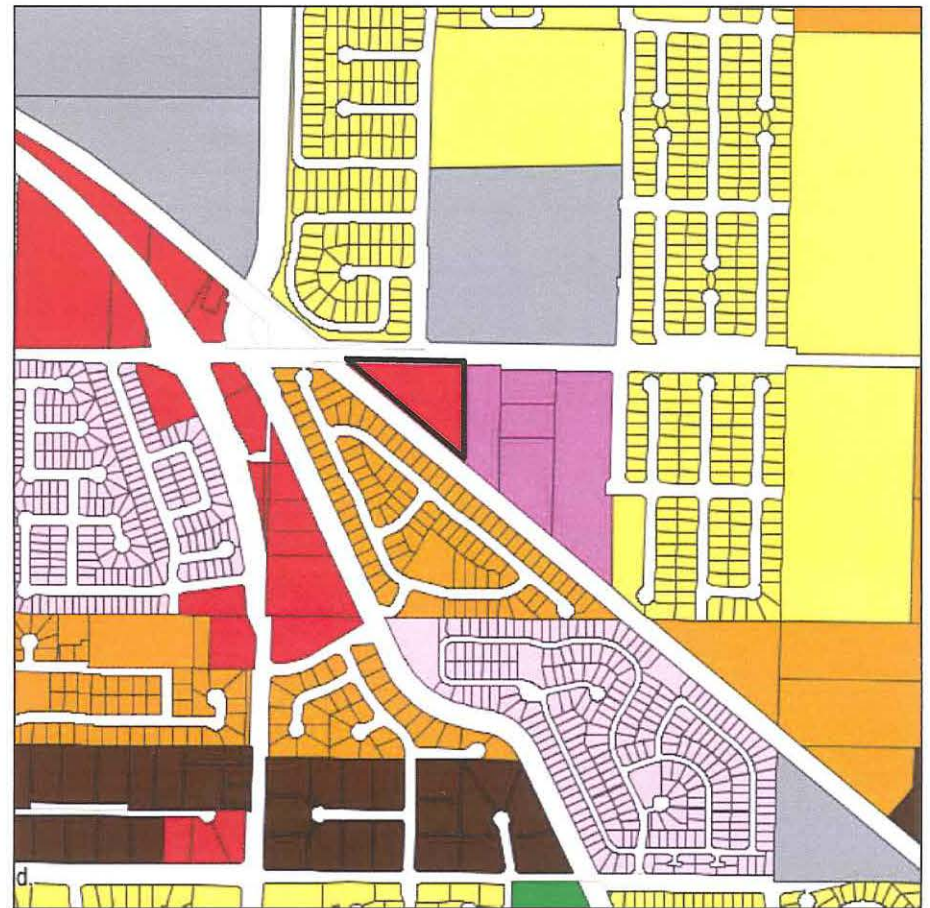
Date

Cypress Self Storage Amendment (GPA 03-15)

Existing General Plan Land Use Designation – Multi Family Residential High



Proposed General Plan Land Use Designation – Commercial



CITY OF OAKLEY

ORDINANCE NO. XX-16

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY
REZONING A 3.29 ACRE PROPERTY LOCATED ON THE SOUTHERN SIDE OF
THE EAST CYPRESS ROAD AND PICASSO DRIVE INTERSECTION (APN 033-012-
004) FROM M-12 (MULTI-FAMILY RESIDENTIAL) DISTRICT TO P-1 (PLANNED
UNIT DEVELOPMENT) DISTRICT FOR THE PURPOSES OF PERMITTING
DEVELOPMENT OF A MINI-STORAGE USE**

WHEREAS, on December 16, 2015, Brent Aasen of Brentwood MX4 Investments, LP ("Applicant") submitted an application requesting approval of: 1) a General Plan Amendment to amend the land use designation from Multi Family Residential (High Density) to Commercial; 2) a Rezone from M-12 (Multi Family Residential) District to P-1 (Planned Unit Development) District; and 3) Design Review (Development Plan) for new development of a 139,408 sf. self storage facility (up to 3 stories tall) with a 1,024 sf. office building on a 3.29 acre vacant lot located on the southern side of the East Cypress Road and Picasso Drive intersection ("Project"); and

WHEREAS, the rezoning application complies with the requirements of the Oakley Municipal Code ("OMC") Section 2.4.012 (Rezoning); and

WHEREAS, the Applicant has initiated a project to change the zoning for the property from M-12 (Multi-Family Residential) District to P-1 (Planned Unit Development) District; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the City prepared an Initial Study / Negative Declaration dated March 2016, which was circulated for public review and comment from March 26, 2016 to April 25, 2016. The Notice of Intent to Adopt a Negative Declaration and Initial Study / Negative Declaration were filed with the County Clerk and Governor's Office of Planning and Research State Clearinghouse, on March 26, 2016; and

WHEREAS, on April 15, 2016, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution. On April 15, 2016, the Notice of Public Hearing was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 500-foot radius of the subject property's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on April 26, 2016, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, deliberated on the project, adopted Resolution XX-16 adopting the Negative Declaration and approving the General Plan Amendment for the project; and

WHEREAS, these Findings are based on the City's General Plan and the City's Zoning Ordinance, and the information submitted to the City Council at its April 26, 2016 meeting, both written and oral, as reflected in the minutes of such meetings, together with the documents contained in the file for the Project (hereafter the "Record").

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

SECTION 1. FINDINGS. Pursuant to Chapter 2.4.012 of the Oakley Municipal Code, the City Council of the City of Oakley hereby finds and determines as follows:

- A. The change proposed will substantially comply with the Oakley 2020 General Plan in that the proposed rezone to P-1 (Planned Unit Development) District in conjunction with the proposed General Plan Amendment to Commercial (CO) will allow establishing self-storage as a permitted use, which is consistent with the CO land use designation, and relaxing the standard development standards to allow for feasible development of the project site. The P-1 District will allow the site to be developed in the vision of the applicant in a manner consistent with the Commercial land use designation.
- B. The uses authorized or proposed in the land use district are compatible within the district and to uses authorized in adjacent districts in that this P-1 District specifically permits a self-storage facility as proposed by the applicant, and it will provide a buffer between the adjacent railroad tracks and nearby residential uses.
- C. Community need, but not necessarily future financial success, has been demonstrated for the use proposed in that the proposed zone change will serve to result in a development that will beautify the south side of East Cypress Road to match the north side, which will result in a more balanced and attractive entry to the City's fastest growing part of town, the East Cypress Road corridor

SECTION 2. Property Defined and Rezoned.

Pursuant to Section 2.4.012 of the Oakley Municipal Code, the Oakley Zoning Map is amended to rezone the following property from the M-12 (Multi-Family Residential) District to P-1 (Planned Unit Development) District:

- A. Approximately 3.29 acres of real property southern side of the East Cypress Road and Picasso Drive intersection (APN 033-012-004), as shown on the "Exhibit A" attached to this ordinance.

SECTION 3. Applicable Regulations and Standards.

- A. P-1 (Planned Unit Development) District - The regulations for the use, development, improvement and maintenance of the Property shall be those set

forth in the City's General Plan, Oakley Municipal Code, and following P-1 District regulations and standards for this project:

1. Permitted Uses. The following uses shall be permitted in this P-1 District:
 - a. Any land uses permitted by an approved Final Development Plan which are in harmony with each other, serve to fulfill the function of the planned unit development, and are consistent with the General Plan.
 - b. One, two or three story, conditioned and non-conditioned self-storage units, as approved on a Final Development Plan.
 - c. Business office serving as the rental office for the self-storage facility and: sales area for locks, storage boxes and related storage unit supplies; the storage and rental of no more than one moving truck for moving personal property to or from an actively rented storage unit on the premises (moving truck may not be stored in an area visible from public view); and mail box service, package delivery, facsimile and related services.
2. Conditionally Permitted Uses. The following use shall require approval of a conditional use permit pursuant to Oakley Municipal Code Section 9.1.1602 (Variance and Conditional Use Permits):
 - a. Truck and/or trailer storage and/or rental beyond that permitted under "Permitted Uses."
3. Temporary Use Permits. Temporary uses are permitted pursuant to Oakley Municipal Code Section 9.1.1606 (Temporary Use Permit).
4. Lot Requirements. All yard requirements shall be as follows or as approved in a Final Development Plan:
 - Minimum Lot area: Two (2) Acres
 - Minimum Lot Width: N/A
 - Minimum Lot Depth: N/A
5. Yard Requirements. All yard requirements shall be as follows or as approved in a Final Development Plan:
 - Minimum Required Front Yard: Ten (10) feet
 - Minimum Required Rear yard: Zero (0) feet
 - Minimum Required Side Yard: Zero (0) feet
6. Building Heights. All maximum building heights shall be as follows or as approved in a Final Development Plan:

- Office Building: Two Story Thirty (30) feet
 - Perimeter Buildings: One Story Twenty (20) feet
 - Interior Buildings: Three Story Thirty (35) feet
7. Other Regulations.
- a. Parking Requirements - All yard requirements shall be as follows or as approved in a Final Development Plan:
- Four (4) standard parking stalls plus one ADA accessible parking stall shall be provided in compliance with Section 9.1.1402 of the Municipal Code.
8. Final Development Plan Approval: The project Final Development Plan may be approved in conjunction with a Design Review application and approval. Upon approval of the P-1 Zone and Preliminary Development Plan, a Final Development Plan consistent with the Preliminary Development Plan shall be processed in conformance with Section 9.1.1003-3 of the Zoning Ordinance.

SECTION 4. California Environmental Quality Act (CEQA).

Pursuant to California State Law, an Initial Study was conducted by the Planning Division to evaluate the potential effects of this project upon the environment. The Initial Study analysis found there were no potentially significant impacts, and therefore a Negative Declaration was prepared. Based upon the findings contained in the Initial Study it has been determined that this project will not have a significant impact upon the environment.

SECTION 5. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be held unconstitutional, invalid or unenforceable.

SECTION 6. Effective Date and Posting.

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a

summary of the proposed ordinance, posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on _____, 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Kevin Romick, Mayor

Date

ATTEST:

Libby Vreonis, City Clerk

Date

Exhibit A to Ordinance No. _____

Cypress Self Storage Rezone (RZ 05-15)



RESOLUTION NO. XX-16

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING DESIGN REVIEW (DR 12-15) FOR THE CONSTRUCTION OF A NEW SELF-STORAGE PROJECT ON A 3.29-ACRE SITE LOCATED ON THE SOUTHERN SIDE OF EAST CYPRESS ROAD AND PICASSO DRIVE INTERSECTION FOR THE PROJECT KNOWN AS "CYPRESS SELF STORAGE" APN 033-012-004

WHEREAS, on December 16, 2015, Brent Aasen of Brentwood MX4 Investments, LP ("Applicant") submitted an application requesting approval of: 1) a General Plan Amendment to amend the land use designation from Multi-Family Residential (High Density) to Commercial; 2) a Rezone from M-12 (Multi-Family Residential) District to P-1 (Planned Unit Development) District; and 3) Design Review (Development Plan) for new development of a 139,408 sf. self storage facility (up to 3 stories tall) with a 1,024 sf. office building on a 3.29 acre vacant lot located on the southern side of the East Cypress Road and Picasso Drive intersection ("Project"); and

WHEREAS, on January 22, 2016, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the project is designated as *Commercial* in the Oakley 2020 General Plan per City Council Resolution No. _____ and zoned P-1 (Planned Unit Development) District per Ordinance No. _____; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the City prepared an Initial Study / Negative Declaration dated March 2016, which was circulated for public review and comment from March 26, 2016 to April 25, 2016. The Notice of Intent to Adopt a Negative Declaration and Initial Study / Negative Declaration were filed with the County Clerk and Governor's Office of Planning and Research State Clearinghouse, on March 26, 2016; and

WHEREAS, on April 15, 2016, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution. On April 15, 2016, the Notice of Public Hearing was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 500-foot radius of the subject property's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on April 26, 2016, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations; the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

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

WHEREAS, these Findings are based upon the City's General Plan, the City's Zoning Ordinance, the Project's applicable P-1 District, the City's Commercial and Industrial Design Guidelines, and the information submitted to the City Council at its April 26, 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 project (hereinafter the "Record"); and

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

- A. In regards to the application requesting approval of Design Review (DR 12-15) for the construction of a new self storage project on a 3.29 acre site located on the southern side of the East Cypress Road and Picasso Drive intersection, APN 033-012-004:
1. The proposed project is consistent with the Oakley 2020 General Plan in that the new buildings, landscaping, and site improvements will provide a significant aesthetic upgrade to the property and help facilitate the economic development activities of the City.
 2. The proposed project is consistent with the applicable sections of the Zoning Ordinance and adopted P-1 District in that it will provide adequate off-site parking, be designed consistent with the adopted P-1 District, and future activities (e.g. temporary use permits) will be subject to the zoning ordinance. Also, this Design Review will act as a Final Development Plan, which satisfies the P-1 District requirements.
 3. The proposed project meets criteria set forth in the Oakley Commercial and Industrial Design Guidelines in that:
 - a. The south-facing elevations, which are highly visible from public view on East Cypress Road, the nearby school sites, houses in Cypress Grove, and Picasso Drive outbound traffic, are designed in a manner consistent with the decorative sound walls along East Cypress Road;
 - b. The office building will include a two-tone stucco exterior with windows visible on the main one-story section, the storefront and

just below the taller pyramid style roof on the tower element;

- c. As conditioned, the horizontal metal siding on the second and third stories of the middle building will consist of quality materials through the application of a stucco finish;
- d. The architecture successfully combines screening the use from public view through landscaping and designing the exterior of the southern building to appear like nearby sound walls with providing a visual buffer between the railroad tracks to the southwest and the residential uses to the north and east; and
- e. The building entries are clearly defined through use of architecture.

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

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves of the Applicant's request for **Design Review (DR 12-15)**, subject to the following Conditions of Approval:

Conditions of Approval

Applicant shall comply with the requirements of the Oakley Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the application received by the Planning Division dated **December 16, 2015**, as well as additional information acquired since that time and made part of the project file.

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE CONSTRUCTION OF THE BUILDING UNLESS OTHERWISE NOTED:

Planning Division Conditions

General:

1. This **Design Review (DR 12-15)** is approved, as shown on the plans, date stamped by the Planning Division on **December 16, 2015**, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. This approval for **Design Review (DR 12-15)** shall be effectuated within a period of three (3) years from the effective date of this resolution by pulling a building permit and if not effectuated shall expire on **April 26, 2019**. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Zoning Code.

3. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council on **April 26, 2016**.
4. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.
5. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days and times may be modified on prior written approval by the Community Development Director.
6. Should archaeological materials be uncovered during grading, trenching or other on-site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary. If the remains are determined to be that of Native American origin, procedures will be guided by California PRC 5097 through California's Native American Heritage Commission.
7. The applicant shall defend, indemnify, and hold harmless the city or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the city, its boards, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of the project. The city shall promptly notify the applicant of any such claim, action or proceeding. The city shall have the option of coordinating the defense. Nothing contained in this condition shall prohibit the city from participating in a defense of any claim, action, or proceeding if the city bears its own attorney's fees and costs, and the city defends the action in good faith.
8. All uses proposed for the office building area shall be in accordance with the uses allowed within the project's P-1 District.

Site Plan:

9. All parking stall striping shall be double striped. Parking stalls shall be 9 feet wide by 19 feet deep with an allowed 2 foot overhang in some cases and all drive aisles shall be a minimum 24 feet in width as reviewed and approved by the Community Development Director.
10. A lighting and photometric plan shall be submitted prior to the issuance of building permits. The minimum requirement shall be one foot of candle light within public parking areas and pedestrian pathways.

11. Light poles shall be a maximum height of twenty (20) feet and shall provide glare shields where adjacent to existing residences per the review and approval of the Community Development Director.
12. A trash enclosure shall match Oakley Disposal and City standards and shall provide adequate space to accommodate both trash and recycling. Also, if not located within the footprint of a building, trash enclosures shall be constructed with a roof to match the building design and materials, have metal gates, and when appropriate be surrounded by landscaping with climbing vines on three sides per the review and approval of the Community Development Director.
13. Storage shall be contained inside the buildings. Storage containers are not allowed and pallets, boxes, cardboard etc. shall not be stored outside.
14. The final site plan shall show a bike rack located outside of the entry gate and adjacent to the office building, subject to final approval by the Community Development Director.
15. The southeast corner of the site shall be enclosed in a one story building to match the existing building. This portion of building is not required to include additional storage units.

Architecture:

16. All exterior building colors shall be as depicted on the applicant's color rendering plans. The final color palette shall be subject to the review and approval of the Community Development Director.
17. All roof-mounted equipment shall be architecturally screened from view from all angles
18. Light fixtures on the office building shall be decorative fixtures per the review and approval of the Community Development Director.
19. Anti-graffiti techniques shall be used on the exterior walls of the buildings.
20. Security cameras shall be installed in locations to be reviewed and approved by the Community Development Director.
21. The second and third stories of the middle three-story building shall have a stucco finish applied to the horizontal metal siding prior to painting.

Landscaping Requirements:

22. A landscaping and irrigation plan for all areas shown on the site plan shall be submitted for review and approval of the Community Development Director prior

to the issuance of building permits. The landscaping plan shall include the project's frontage and side yards. Landscaping shall conform to the Oakley Water Efficient Landscape Ordinance and the Guidelines for Implementation of the City of Oakley Water Efficient Landscape Ordinance and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.

23. California native drought tolerant plant or shall be used as much as possible. All trees shall be a mix of fifteen-gallon, 24-inch box and 36-inch box, all shrubs shall be a minimum five-gallon size, except as otherwise noted.
24. Parking lot trees shall provide 50 percent shading of the parking areas at tree maturity.
25. Prior to occupancy, an on-site inspection shall be made of privately owned lands by a licensed landscape architect to determine compliance with the approved landscape plan. A signed certification of completion shall be submitted to the Community Development Director for review and approval.
26. If occupancy is requested prior to the installation of the landscape and irrigation improvements, then either a cash deposit or a letter of credit shall be delivered to the City for 125 percent of the estimated cost of the uncompleted portion of the landscape and irrigation improvements. If compliance is not achieved after six months of occupancy as determined by the Community Development Director, the City shall contract for the completion of the landscaping and irrigation improvements to be paid for by the held sum. The City shall return the unused portion within one year of receipt or at the completion of all work.
27. Landscaping shall be maintained as shown on the landscape plan in perpetuity.

Signage:

28. The proposed signage shall meet the requirements of the City's Zoning Ordinance. All proposed signage shall be reviewed by the Planning and Building Divisions.
29. All signs shall be on permanent structures or the office building and of design and material to compliment the proposed building office building. No signs on the premises shall be animated, rotating or flashing. No flags, pennants, banners, pinwheels or similar items shall be permitted on the premises, with the exception of a United States flag and California state flag.
30. Temporary signage for such things as special events and grand openings shall be subject to the Oakley Municipal Code Chapter 9.5 (Regulation of Signs and Outdoor Advertising).

Waste Management Plan:

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

Building Division Conditions

32. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy Requirements per the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division at (925) 625 – 7005.
33. An Automatic Life Safety Sprinkler System shall be required in all new construction pursuant to Ordinance 22-06. The Automatic Life Safety Sprinkler Systems in commercial and industrial buildings shall be designed and installed to the standards and requirements found in the most recent version of the NFPA (National Fire Protection Association). Automatic Life Safety Sprinkler Systems in hotels and apartments shall be installed to the standards and requirements found in the most recent version of the NFPA, Standard 13R.
34. Prior to requesting a Certificate of Occupancy from the Building Division all Conditions of Approval required to occupancy must be completed.
35. All new commercial buildings and places of public accommodation shall be designed to the standards found in the latest version of California Building Code Chapter 11B or the 2010 ADA standards for accessible design, whichever is stricter.

Public Works and Engineering Conditions

General:

36. Submit improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and pay the appropriate processing costs in accordance with the Municipal Code and these conditions of approval. The plans shall be consistent with the Stormwater Control Plan for the project, include the drawings and specifications necessary to implement the required stormwater control measures, and be accompanied by a Construction Plan C.3 Checklist as described in the Stormwater C.3 Guidebook.
37. Submit grading plans including erosion control measures and revegetation plans prepared by a registered civil engineer to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.

38. Submit landscaping plans for publicly maintained landscaping, including planting and irrigation details, as prepared by a licensed landscape architect to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.
39. Submit signal modification plans for the driveway connection to East Cypress Road prepared by a registered traffic engineer to the City Engineer for review and approval.
40. Execute any agreements required by the Stormwater Control Plan which pertain to the transfer of ownership and/or long term maintenance of stormwater treatment mechanisms required by the plan prior to the final inspection of the first house within the subdivision.

Roadway Improvements:

41. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

Road Dedications:

42. Relinquish abutter's rights of access along East Cypress Road except for the approved driveway location.

Access to Adjoining Property:

43. Furnish necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements.
44. Applicant shall only be allowed access to the project site at the location shown on the approved site plan.

Landscaping in the Public Right of Way:

45. Enter into an agreement with the City that requires the right of way landscaping adjacent to the site to be maintained as part of the on-site landscaping at the property owner's expense to a standard acceptable and agreed upon by the City.

Grading:

46. Submit a geotechnical report to the City Engineer for review that substantiates the design features incorporated into the project including, but not limited to grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections.

47. At least one week prior to commencement of grading, the applicant shall post the site and mail to the owners of property within 300 feet of the exterior boundary of the project site notice that construction work will commence. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be kept current at all times and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility. The names of the individual responsible for noise and litter control shall be expressly identified in the notice. The notice shall be reissued with each phase of major grading activity. A copy of the notice shall be concurrently transmitted to the City Engineer. The notice shall be accompanied by a list of the names and addresses of the property owners noticed, and a map identifying the area noticed.
48. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer.
49. Grade any slopes with a vertical height of four feet or more at a slope of 3 to 1. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's building code.
50. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.
51. Submit a haul route plan to the City Engineer for review and approval prior to importing or exporting any material from the site. The plan shall include the location of the borrow or fill area, the proposed haul routes, the estimated number and frequency of trips, and the proposed schedule of hauling. Based on this plan the City Engineer shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking activities may have. The project proponents shall be responsible to repair to their pre-construction condition any roads along the utilized routes.
52. Prior to commencement of any site work that will result in a land disturbance of one acre or more, the applicant shall provide evidence to the City Engineer that the requirements for obtaining a State General Construction Permit have been met. Such evidence may be a copy of the Notice of Intent letter sent by the State Water Resources Control Board. The WDID Number shall be shown on the grading plan prior to approval by the City Engineer.
53. Submit an updated erosion control plan reflecting current site conditions to the City Engineer for review and approval no later than September 1st of every year while the Notice of Intent is active.
54. The burying of any construction debris is prohibited on construction sites.

Utilities/Undergrounding:

55. Underground all new and existing utility distribution facilities, including those along the frontage of East Cypress Road. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.
56. All utility boxes shall be installed underground and all wires and cables must be installed in conduits. Compliance with this condition shall be at the discretion of the City Engineer.
57. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

Drainage Improvements:

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

National Pollutant Discharge Elimination System (NPDES):

63. Comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, the Regional Water Quality Control Board (Central Valley -

Region IV), including the Stormwater C.3 requirements as detailed in the Guidebook available at www.cccleanwater.org.

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

- Utilize pavers or other pervious materials for driveways, walkways, and parking areas wherever feasible.
- Minimize the amount of directly connected impervious surface area.
- Delineate all storm drains with "No Dumping, Drains to the Delta" permanent metal markers per City standards.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Install filters in on-site storm drain inlets.
- Sweeping the paved portion of the site at least once a month utilizing a vacuum type sweeper.
- Use of landscape areas, vegetated swales, pervious pavement, and other infiltration mechanisms to filter stormwater prior to entering the storm drain system.
- Provide a sufficient amount of on-site trash receptacles.
- Distribute public information items regarding the Clean Water Program to customers.
- Other alternatives as approved by the City Engineer.

Fees/Assessments:

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

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

- E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);
- F. Fire Facilities Impact Fee, collected by the City (adopted by Resolution No. 09-01);
- G. General Plan Fee (adopted by Resolution No. 53-03): and
- H. East Contra Costa County Habitat Conservation Plan Fee (adopted by Resolution No. 112-07 & 124-07).

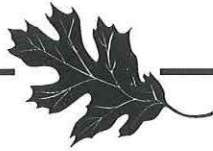
The applicant should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future developments.

- 65. The applicant shall be responsible for paying the County Recorder's fee for the Notice of Determination as well as the State Department of Fish and Game's filing fee.
- 66. Annex the property to the City of Oakley Community Facilities District No. 2015-2 (CFD) for funding the maintenance and operation costs associated with regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities. 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. The assessment shall be the per parcel annual amount set by CFD at the time of annexation. Annexation shall be completed prior to filing of the final parcel map.
- 67. Participate in the provision of funding to maintain police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to filing of the final map. Should the building be occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rata share for the remainder of the tax year prior to the City conducting a final inspection.

ADVISORY NOTES

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

OAKLEY

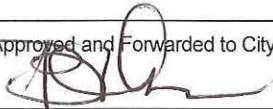


CALIFORNIA

Agenda Date: 04/26/2016
Agenda Item: 4.2

STAFF REPORT

Date: April 26, 2016
To: Bryan Montgomery, City Manager
From: Kenneth W. Strelo, Senior Planner

Approved and Forwarded to City Council:

Bryan Montgomery, City Manager

SUBJECT: Daub 4 Kidz Bingo Hall (CUP 01-16) – Recommendation of Denial

Summary and Background

This is a request by Francine McMahon (“Applicant”) for approval of a Conditional Use Permit to operate a non-profit Bingo Hall (Assembly, Public) within a 6,000 square foot space located at 2105-2107 Main Street (former Diablo Water District Offices within the Cypress Square Shopping Center) (“Project”). The applicant proposes to operate up to four sessions a week, including Tuesday and Friday nights, and Saturday and Sunday afternoons. Up to 100 players, 12 volunteers, and 1 security guard may be present during any given sessions. The site is zoned C (General Commercial) District.

Staff recommends the City Council adopt a resolution denying the proposed project.

General Plan and Zoning

- General Plan Land Use Designation: *Commercial (CO)*
- Zoning District: C (General Commercial) District

Each land use designation in the Oakley 2020 General Plan (General Plan) includes one or more compatible zoning districts. In order to process a discretionary entitlement on any given site, the zoning district must be compatible with the overlying General Plan designation. Per Table 2-6 of the Oakley 2020 General Plan (General Plan/Zoning Compatibility Matrix), the C District is found to be compatible with the (CO) General Plan land use designation.

In regards to zoning compliance, the bingo hall use has been determined similar to that of the conditionally permitted assembly use in the C District; therefore, requiring approval of a Conditional Use Permit, subject to Oakley Municipal Code (“OMC”) section 9.1.1602 (Variance and Conditional Use Permits). In addition to any land use requirements, OMC Chapter 4.8 (Gambling) sets forth additional requirements for establishing a bingo hall use.

Application and Processing History

The application for a conditional use permit to operate a bingo hall at 2105-2107 Main Street was submitted to the City Planning Department on January 13, 2016. In early November of 2015 (prior to submittal of the application), a real estate agent had contacted the Planning Department with a general inquiry regarding the permitting of bingo halls within the City of Oakley. Staff responded to the agent with a link to OMC Chapter 4.8, which regulates bingo halls through a permit process with the Police Department, as well as information that a bingo hall would require discretionary approval of a conditional use permit ("CUP") in order to operate in the City's Commercial Districts. Through further communication with the agent, Staff learned the possible location was that of this request, confirmed a CUP would be required, and sent additional application submittal information to the agent. Since no application had been filed, no additional analysis was conducted at that time.

After the application was received on January 13, 2016, the Planning Department routed the project information to other departments and outside agencies for comments and/or conditions of approval. Staff also held internal meetings to discuss the application. Once Staff reached a consensus of recommending denial (see Analysis section for more background) the applicant was notified of Staff's direction by phone on February 17, 2016, and again by email on February 19, 2016. In the follow up email on February 19, the applicant was given the reasons Staff would recommend denial as well as options to consider at that time. The options included, 1) continue processing the application with an understanding of Staff's recommendation for denial, or 2) withdraw the application and request a refund of the remaining deposit. It was stated to the applicant that they were being notified early on so as to give them options prior to additional charges to the project account. Staff clarified it would not continue processing the application based on a recommendation for denial and charging time to the project deposit without first receiving consent from the applicant. On March 3, 2016, the applicant notified Staff to continue processing the application.

Project Site and Surrounding Uses

The project site is 2105-2107 Main Street, which is made up of two tenant spaces within the existing Cypress Square Shopping Center, which is anchored by Raley's Supermarket. The tenant spaces are the former location of the Diablo Water District offices, and are located on the far southern portion of the shopping center that faces Carol Lane. Adjacent and nearby tenants sharing the same side of the shopping center main building (in relation to Raley's) include Mountain Mike's Pizza, Providence Bar and Grill, and Step 2 This Dance.

Other nearby uses include: Les Schwab Tire Center and the relocated Diablo Water District offices to the south across Carol Lane; Bank of the West, Allstate Insurance, and Autumn Lake Dental sharing the center's building pad in the southeast corner at Main Street and Carol Lane; Round Table Pizza and Starbucks across Main Street to

the east; and affordable senior and family apartments to the west at the end of Carol Lane.

Proposed Use

A background of the organization and a description of the proposed use have been submitted by the applicant and are attached for further reference. In summary, the proposed use consists of a non-profit bingo hall of up to 100 participants, 10 volunteers, and a security guard. The use is proposed to operate up to four sessions a week. Specific hours of operation are requested as Tuesday and Friday from 4:00 P.M. to 11:30 P.M. and Saturday and Sunday from 11:00 A.M. to 6:30 P.M. In addition to the regular standing sessions, there would be 3-4 additional special events throughout the year, typically coinciding with holidays.

Analysis for Recommendation of Denial

It is important to note that the recommendation of denial is only related to the proposed use at the specifically proposed location. Based on the applicant's project description, it is apparent Daub 4 Kidz, Inc. has a positive relationship with other local organizations and that the results of the operation may have direct or indirect positive benefits to other aspects of the community. However, conditional use permits are tied to the land, rather than a specific operator. Just as Staff may not be biased against a specific applicant, Staff must also not be biased for a specific applicant. To analyze this request fairly, Staff must base analysis on the conditional use permit on its own merits and in conjunction to the applicable required findings.

Conditional Use Permit Defined

A conditional use permit is defined as a "[p]ermit allowing a use under specified conditions that will assure the use will not be detrimental to the public health, safety, and welfare, and will not impair the integrity and character of the zoned district."¹

Required Findings

In order to approve a conditional use permit, the [City Council] must make all of the following findings ([OMC Section 9.1.1602\(f\)](#)):

1. That the site for the proposed use is adequate in size and shape to accommodate the use and all yards, spaces, walls and fences, parking, loading, landscaping and other features required by this title to adapt the use with land and uses in the neighborhood;

¹ Cecily Talbert Barclay and Matthew S. Gray. *Curtin's California Land Use & Planning Law*. (Solano Press, 34th ed. 2014)

2. That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use;
3. The proposed use will be arranged, designed, constructed, operated and maintained so as to be compatible with the intended character of the area and shall not change the essential character of the area from that intended by the general plan and the applicable zoning ordinances;
4. That the proposed use provides for the continued growth and orderly development of the community and is consistent with the various elements and objectives of the general plan;
5. That the proposed use, including any conditions attached thereto, will be established in compliance with the applicable provisions of the California Environmental Quality Act.

(CO) Commercial General Plan Land Use Designation Description

Per the Oakley 2020 General Plan, the description for CO is as follows:

“This designation allows for a broad range of commercial uses typically found adjacent to residential neighborhoods, downtowns, and freeways. The particular form of commercial zoning for different areas of the City will depend, among other factors, on the characteristics of surrounding land uses. General types of commercial uses include retail and service facilities, and limited office uses. Through sensitive design, commercial uses can be located near single-family residences with minimal disruption or impact. Typical uses will vary widely in size and purpose and include large-scale retail, regional-serving retail, grocery and convenience stores, salons, professional offices, restaurants, drug stores, dry cleaners, post office facilities, banks, and other uses of similar character and impacts.

C (General Commercial) District Purpose and Intent

The purpose and intent of the C District ([OMC Section 9.1.506\(a\)](#)) is:

“...to create and maintain major commercial centers accommodating a broad range of commercial uses (e.g., office, retail, and personal services) of community-wide or regional significance typically found adjacent to or along major travel corridors, such as Main Street, O’Hara Avenue, Laurel Avenue and Empire Avenue. Typical uses will vary widely in size and purpose and include large-scale retail, regional-serving retail, performance of services, including repair facilities, offices, small wholesale stores or distributors, limited processing and packaging, the manufacture or treatment of goods from raw materials, large-scale grocery and convenience stores, professional offices, restaurants, laundry facilities, and other uses of similar character and impacts.”

Recommendation of Denial Summary

When analyzing the proposal in relation to the required findings, consensus was reached by the City Manager, Planning Manager and Senior Planner to recommend denial of this request for a conditional use permit based on inability to make Required Findings 3 and 4 from the list above. Additional discussions on those reasons, as well as brief discussions on Findings 1, 2 and 5 follow.

In regards to Required Findings 1 and 2, the use is proposed in an existing, fully developed shopping center. Analysis on the lot size and shape, and yards, fences, etc. is usually reserved for single use lots or new construction. Had this use been recommended for approval, Staff believes there would be consistency with Findings 1 and 2, except additional analysis on off-street parking would need to be completed.

In regards to Required Findings 3 and 4, a) the proposed use would not be operated so as to be compatible with the intended character of the area and would change the essential character of the area from that intended by the general plan (CO designation) and applicable General Commercial (C) District, and b) the proposed use would not provide for the continued growth and orderly development of the community and is not consistent with the various elements and objectives of the general plan in that:

- The purpose and intent of the C District is clearly to accommodate office, retail and personal services. Operation of a bingo hall in the C District does not fully comply with the purpose and intent of the C District, and it is even less compliant when occupying tenant spaces within a shopping center designed for retail, office and service uses (i.e. grocery, restaurant, dance, etc.).
- A bingo hall is not an ideal use in this specific location and not compatible with the businesses that are located within and expected to locate within this retail shopping center. Shopping centers are best reserved for retail, office, and food oriented businesses, which operate 5-7 days a week, provide part-time and full-time employment opportunities, and directly provide goods and services to the community.
- A bingo hall could be a good fit in other locations in the City, such as an assembly building that can lease space for the 3-4 times a week and couple of hours the bingo hall would operate. There are other non-shopping center locations within the C District where a bingo hall may be more compatible.

In regards to Required Finding 5, project recommended for denial are exempt from further analysis under the California Environmental Quality Act. Since this is a recommendation for denial, making a finding of consistency with this required finding is not applicable.

Daub 4 Kidz Bingo Hall (CUP 01-16)
April 26, 2016

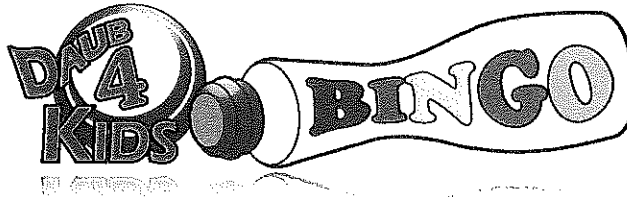
When applying the above discussion and analysis it is apparent that all of the required findings cannot be made to approve the conditional use permit to operate a bingo hall at 2105-2107 Main Street.

Recommendation

Staff recommends the City Council adopt the proposed resolution denying the request for a Conditional Use Permit to operate a bingo hall located at 2105-2107 Main Street (CUP 01-16).

Attachments

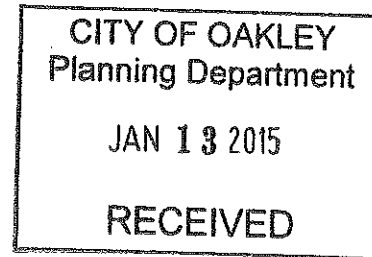
1. Applicant's Project Description and Company Background
2. Public Hearing Notice
3. Proposed Resolution for Denial



Daub4KidsBingo.com

January 6, 2016

City of Oakley
 Planning and City Council Members
 Oakley, CA 94561



Re: Conditional Use Permit - 2105 & 2107 Main Street, Oakley Cypress Square Shopping Center (former water department).

Dear Planning and City Council Members:

Daub 4 Kidz Inc. is a newly formed non-profit organization formed solely for the purpose of helping the children in our local community by donating to the local schools and community sports programs. We are a registered 501(C)(3) charity organization, registered with the State of California, Department of Justice and the Internal Revenue. Our Tax Id #47-1599528. We are compliant with the California Bingo Regulations 326.5.

Our organization was founded in August of 2014. As the President, I have been involved in charitable, non profit organizations since 1999, including Good Shepard, St. Peter Martyr School, Terrapins Swim Team, Love 2 Dance and most recently resigned from the East County Hot Shots, to open my own non profit organization. We have been their fiscal sponsor and donated large sums of money, we felt our time and efforts could be utilized more efficiently reaching out to more organizations than be exclusive to one. We now can reach out to our local schools and local sports programs.

Our goal is to reach out to more children, schools and sports programs by providing the additional assistance and funds needed. We will help pay for new uniforms, travel, equipment, field repairs, hardship tuitions, scholarships, indoor training facilities that the kids can go to practice and improve there skills. We are very proud of all our previous accomplishments to date and would love to make our new home in Oakley, CA.

Every year in October, we kick off our canned food drive, every player comes in with a canned food item and receives \$ 5.00 off there buy in for bingo, to date all canned food items have gone to Shelter Inc. in Bay Point, CA. In November and December each year we do our " Toys for Tots ", again each player brings in a toy, receives a discount on there buy in. If no toy is brought in, a donation goes into the kitty that is used to

purchase bikes and helmets for the less fortunate children in our community. In Mid December, we take the toys and bikes to the local "Toys for Tots" location to be distributed.

We have worked together with Sam Billeci, President at the Flor-Do Oakley Bingo Hall in Oakley, Ca. We have a verbal agreement in place not to operate on each others nights. Flor- Do Oakley Bingo operates on Monday and Thursday evenings. Should you have any questions, please feel free to contact Sam at 916-801-2546, he fully supports our operations and can speak on behalf of our organization.

Our request is to have 4 sessions a week of Bingo. Our preference is to operate Tuesday and Friday Nights and Saturday and Sunday afternoons. During our evening sessions, doors open at 4:00 p.m., with bingo beginning at 6:30 p.m., and ending between 10:30 p.m and 11:30 p.m. For our afternoon sessions, doors open at 11:00 a.m, bingo begins at 1:00 p.m. and ending between 5:30 and 6:30 p.m. Based on the attendance we receive at the new location, we might change the afternoon session to Saturday and Sunday evenings. This to be determined at a later time. We typically run special events 3-4 times per year, New Years Eve, New Years Day, Presidents Day, and 4th of July.

Our use is for regular bingo sessions and compliant with the California Bingo Regulations section 326.5. On any given session, our attendance ranges from 50-100 players. Many have been our regular players for years.

We are staffed with 10-12 volunteers, including myself, our Board of Directors and Members. We have 1 paid security guard on the premises at all times during bingo.

We truly believe that we are a perfect fit at this location, our customers will use the local shopping center for food, grocery shopping, we will use the local restaurants for our special events that will generate additional money to the City of Oakley. We hope to have a fair opportunity to have our permit request reviewed and approved by the City of Oakley Planning and Council members. We would love to begin donating to the local Oakley schools and sports programs helping to keep kids off the streets and live there dreams.

We look forward to making this a wonderful place for our bingo players to come and enjoy come an afternoon or evening of fun and in a safe environment.

We would be happy to answer any questions you may have regarding our request and would be happy to have you visit this location and discuss our operations.

Please do not hesitate to contact me via e-mail at francinemcmahon53@aol.com or (925) 726-6211.

Sincerely,

A handwritten signature in black ink that reads "Francine McMahon". The signature is written in a cursive style with a long horizontal line extending to the right.

Francine McMahon
President
Daub 4 Kidz, Inc.



City of Oakley
3231 Main Street
Oakley, CA 94561
www.oakleyinfo.com

NOTICE OF PUBLIC HEARING

Notice is hereby given that on **April 26, 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 **Conditional Use Permit**.

Project Name: Daub 4 Kidz Bingo Hall (CUP 01-16).

Project Location: 2105-2107 Main Street (Cypress Square Shopping Center) APN 037-110-026.

Applicant: Francine McMahon, 1841 Tioga Pass Way, Antioch, CA 94531.

Request: This is a public hearing on a request for approval of a Conditional Use Permit to operate a non-profit Bingo Hall (Assembly, Public) within a 6,000 square foot space located at 2105-2107 Main Street (former Diablo Water District Offices within the Cypress Square Shopping Center). The applicant proposes to operate up to four sessions a week, including Tuesday and Friday nights, and Saturday and Sunday afternoons. Up to 100 players, 12 volunteers, and 1 security guard may be present during any given sessions. The site is zoned C (General Commercial) District.

The Staff Report and its attachments will be available for public review, on or after April 22, 2016 at City Hall, 3231 Main Street, Oakley, CA 94561 or on the City's website 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. Strelo, Senior Planner at the City of Oakley, 3231 Main Street, Oakley, CA 94561 or by email to strelo@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 DENYING A CONDITIONAL USE PERMIT (CUP 01-16) TO OPERATE A BINGO HALL AT 2105-2107 MAIN STREET FOR THE PROJECT KNOWN AS "DAUB 4 KIDZ BINGO HALL" APN 037-110-026

WHEREAS, on January 13, 2016, Francine McMahon of Daub 4 Kidz, Inc. ("Applicant") submitted an application requesting approval of a Conditional Use Permit to operate a non-profit Bingo Hall (Assembly, Public) within a 6,000 square foot space located at 2105-2107 Main Street (former Diablo Water District Offices within the Cypress Square Shopping Center) ("Project"). The applicant proposes to operate up to four sessions a week, including Tuesday and Friday nights, and Saturday and Sunday afternoons. Up to 100 players, 12 volunteers, and 1 security guard may be present during any given sessions ("Project"); and

WHEREAS, on February 12, 2016, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, on February 17 and 19, 2016, the applicant was notified that the Staff recommendation to the City Council would be for denial of the proposed conditional use permit; and

WHEREAS, on March 3, 2016, with knowledge of Staff's recommendation, the applicant notified Staff to continue processing the application and take the project to public hearing; and

WHEREAS, the project is designated as *Commercial* in the Oakley 2020 General Plan, and zoned C (General Commercial) District on the City of Oakley Zoning Map; and

WHEREAS, this project is from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15270 (Projects Which Are Disapproved); and

WHEREAS, on April 15, 2016, the Notice of Public Hearing for the Project was duly noticed by being posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 500-foot radius of the subject property's boundaries, to parties requesting such notice, and to outside agencies; and

WHEREAS, on April 26, 2016, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to deny 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 upon the City's General Plan, the City's Zoning Ordinance, and the information submitted to the City Council at its April 26, 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 project (hereinafter the "Record"); and

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

- A. In regards to the application requesting approval of a Conditional Use Permit (CUP 01-16) to operate a non-profit Bingo Hall (Assembly, Public) within a 6,000 square foot space located at 2105-2107 Main Street (APN 037-110-026):
 1. The proposed use would not be operated so as to be compatible with the intended character of the area and would change the essential character of the area from that intended by the general plan (CO designation) and applicable General Commercial (C) District, and b) the proposed use would not provide for the continued growth and orderly development of the community and is not consistent with the various elements and objectives of the general plan in that:
 - a. The purpose and intent of the C District is clearly to accommodate office, retail and personal services. Operation of a bingo hall in the C District does not fully comply with the purpose and intent of the C District, and it is even less compliant when occupying tenant spaces within a shopping center designed for retail, office and service uses (i.e. grocery, restaurant, dance, etc.);
 - b. A bingo hall is not an ideal use in this specific location and not compatible with the businesses that are located within and expected to locate within this retail shopping center. Shopping centers are best reserved for retail, office, and food oriented businesses, which operate 5-7 days a week, provide part-time and

full-time employment opportunities, and directly provide goods and services to the community; and

- c. A bingo hall could be a good fit in other locations in the City, such as an assembly building that can lease space for the 3-4 times a week and couple of hours the bingo hall would operate. There are other non-shopping center locations within the C District where a bingo hall may be more compatible.

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council denies of the Applicant's request for a **Conditional Use Permit (CUP 01-16)**.

- A. A renewed application after denial is subject to the time limits and standards contained in Oakley Municipal Code Section 2.4.014(b).

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 26th day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

Kevin Romick, Mayor

Date

ATTEST:

Libby Vreonis, City Clerk

Date

STAFF REPORT

DATE: April 19, 2016
TO: Honorable Mayor and City Council Members
FROM: William R. Galstan, Special Counsel
SUBJECT: Resolution of Necessity, 3530 Main Street

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 2nd Street). This will extend the street improvements currently existing in front of City Hall to the area east of 2nd 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 2nd 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.

Attachments

- 1) Resolution with Exhibits

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 2nd 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 12th 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

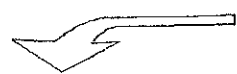
FUTURE
SIDEWALK

12'

FUTURE
CURB

MAIN STREET

FUTURE
MEDIAN



K:\2014\47064 Oakley Streetscape\ENC\EXHIBITS\B_3478 MAIN STREET EXHIBIT.dwg 30 Mar 2016 9:01:17am mwp

LEGEND:

----- RIGHT OF WAY

EXHIBIT

MARCH 30, 2016
SCALE: 1" = 20'



Agenda Date: 04/26/2016

Agenda Item: 7.1

STAFF REPORT

Approved and Forwarded to City Council:

Bryan Montgomery, City Manager

Date: April 18, 2016
To: Bryan Montgomery, City Manager
From: Nancy Marquez, Assistant to the City Manager
SUBJECT: **WORK SESSION regarding 2014-2016 Strategic Plan**

Background and Analysis

The City of Oakley will hold a community-wide Strategic Planning Meeting at the Freedom High School multi-purpose room on Tuesday, April 19th. The purpose of the Meeting is to allow residents the opportunity to provide input that would help with the development of the 2014-16 Strategic Plan.

In effort to encourage participation, the City's outreach efforts were extensive including personal letter invitations by the Mayor to local PTA's, churches, service clubs and community groups requesting they in turn invite their membership. Additionally, all of the City's information outlets including the website, e-newsletter, marquee, social media, Nextdoor platform, ads in the *Oakley Press* and roadside message trailer aimed to encourage residents to participate.

During the meeting attendees will get the opportunity to attend three group discussions of their choice among the following six options (Areas of Focus):

- Business & Job Growth/Downtown & Main Street Revitalization
- Community Infrastructure & Traffic Safety
- Public Safety
- Planned Quality Growth
- Parks, Streetscapes & Recreation Opportunities
- Community Outreach, Communication & Participation

Within the breakout sessions, residents will review the corresponding goal for the Strategic Plan's Area of Focus, and thereafter, make suggestions for action items that would help accomplish those goals, only to repeat the process again in their second and third sessions.

During the work session we hope to review the input received, which will by then have been organized for your review.

Recognizing that not all residents will be able to attend the Meeting, we encourage residents to continue to email their suggestions to us through the City's website and to partake in the related "Engage in Oakley" activities.

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, provide input and direction to Staff regarding goals and action items to be pursued. The final Strategic Plan could then be brought back for final adoption at the May 24th Council Meeting.

Attachments

1. Draft 2016-2018 Strategic Plan

Fiscal Impact

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

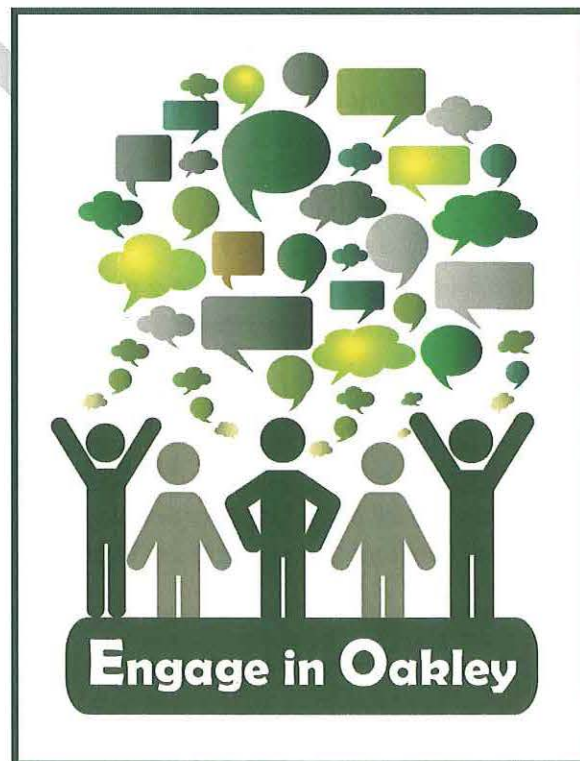
OAKLEY



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, STREETSCAPES 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.* *career*

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 Strelo)**
- 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 Strelo)**
- 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 Strelo)**

- 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 brining 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.