

AGENDA

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

Tuesday, March 22, 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 DeltaVista 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.

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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 Peak Democracy, Oakley OnDemand and Constant Contacts. Please contact us at (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

1.3 Proclamation Recognizing March 2016 as Prescription Drug Abuse Awareness Week in Oakley (Elizabeth Zaragoza, East County Alcohol Policy Coalition, Center for Human Development)

1.4 Update from Oakley Library Manager Andrea Freyler

2.0 PUBLIC COMMENTS

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

3.0 CONSENT CALENDAR

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

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

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

Oakley City Council

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

4.0 PUBLIC HEARINGS

- 4.1 **Duarte Ranch Subdivision 9027 Tentative Map Extension (Ken Strelo, Senior Planner)**

5.0 REGULAR CALENDAR

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

6.0 REPORTS

6.1 CITY MANAGER

- (a) City Manager

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

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

- (b) Requests for Future Agendas

7.0 WORK SESSIONS-None

8.0 CLOSED SESSIONS-None

9.0 ADJOURN

2016 PRESCRIPTION DRUG ABUSE AWARENESS MONTH

WHEREAS, In 2014, 47,055 drug overdose deaths occurred, more than during any previous year on record; and

WHEREAS, In 2014, opioids, including prescription painkillers and heroin, were involved in 28,647 deaths, or 61% of all drug overdose deaths; and

WHEREAS, Overdose deaths involving opioid pain relievers (OPR) now exceed more deaths than heroin and cocaine combined; and

WHEREAS, In 2014, there were approximately one and a half times more drug overdose deaths in the United States than deaths from motor vehicle crashes among people 25-64 years of age; and

WHEREAS, Drug misuse and abuse caused about 2.5 million emergency department (ED) visits in 2011 and more than 1.4 of these were related to prescription drugs; and

WHEREAS, In 2014, about 15 million people aged 12 or older used prescription drugs non-medically in the past year, and 6.5 million did so in the past month; and

WHEREAS, Nonmedical use of prescription painkillers costs health insurers up to \$72.5 billion annually in direct health-care costs; and

WHEREAS, A new California statute makes naloxone, a lifesaving overdose rescue medication, available from pharmacists without a prescription for community members to have on hand to emergently reverse opioid overdoses in people at risk; and

WHEREAS, Medication Assisted Treatment (MAT) with buprenorphine, methadone and naltrexone is available to assist people in recovering from their opioid substance use disorder; and

WHEREAS, While health care systems and practitioners are adopting guidelines for more cautious prescribing and handling of prescription pain medication, more effort is yet needed to address the epidemic of opioid abuse, heroin addiction and drug overdose in our communities; and

WHEREAS, Since September 2010, a total of 5,525,021 pounds of expired and unwanted medication has been removed from circulation and possible diversion by the Drug Enforcement Administration (DEA) during its National Prescription Drug Take Back Days in cooperation with its state, local, tribal law-enforcement and community partners. The City of Oakley supports April 30, 2016 as the next "National Prescription Drug Take Back Day" as declared by the DEA and encourages residents to locate their local collection site and safely dispose of their unwanted, unused prescription drugs on that day; and

NOW THEREFORE, BE IT RESOLVED THAT I, Kevin Romick, Mayor of the City of Oakley on behalf of the City Council does hereby declare March, 2016 as **PRESCRIPTION DRUG ABUSE AWARENESS MONTH** and that all community members are encouraged to pledge, "Spread the Word... One Pill Can Kill.

Kevin Romick, Mayor

**Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council acting as the Successor Agency to the Oakley Redevelopment Agency
March 8, 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 6:30pm 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 (Aaliyah Omer, Ironhouse Elementary School Student)

Aaliyah Omer led the Pledge of Allegiance.

1.3 Proclamation Recognizing NCE for Consulting Work on the Main Street Construction Project (Bridgehead Road to Big Break Road)

Public Works director Kevin Rohani gave a brief overview of the project and introduced the project manager, Jason Kabalin, he then mentioned that the City of Oakley Received the Project of the Year award from the American Public Works Association and presented the award to Mayor Romick.

Mr. Rohani introduced Ryan Shafer, James Signore and Tracy Bartlett from NCE; Mayor Romick read and presented a proclamation in appreciation for a job well done on the Main Street construction project. Ryan thanked the City Council and mentioned it was a pleasure working with staff on this project.

Mr. Kabalin presented a PowerPoint presentation which included an overview of the project from start to finish.

1.4 Proclamation Declaring March 7 through March 13, 2016 as "MS Awareness Week" in Oakley

Mayor Romick read and presented the proclamation to Councilmember Sue Higgins.

Sue Higgins thanked Mayor Romick and mentioned that she became the district advocate in 2014 when she was diagnosed with MS, and also mentioned that she will take the proclamation to Washington D.C when she meets with Congress and Senator Feinstein asking for more help in the research for a cure.

2.0 PUBLIC COMMENTS

Online Comment Forms

No online comment forms were submitted for Public Comments

Public Comment Cards

Charles Laswell expressed that he and his neighbors are concerned with the flow of traffic on Cypress Road where new homes are being built and asked what the alternative will be for diverting traffic, he also mentioned that he would like to see a survey taken to see how residents feel about what's happening in Oakley.

Councilmember Pope suggested Mr. Laswell let his neighbors know about the Leadership Academy so they can learn ways to get involved and stay informed.

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 February 23, 2016 (Kim Carmody, Records Management Clerk)**

Oakley City Council

- 3.2 Accept Report Out of Closed Session Memo (William Galstan, Special Counsel)**
- 3.3 Adopt a Resolution Accepting a Dedication of Right-of-Way Related to Assessor's Parcel Numbers 035-121-007, 035-112-016, 035-112-018 for Improvements Associated with the Main Street Improvement Project in Downtown-Capital Improvement Project Number 165 (Kevin Rohani, Public Works Director/City Engineer)**
- 3.4 Adopt a Resolution for the Establishment of the Rate per Equivalent Runoff Unit for FY 2016/17 and Requesting the Contra Costa County Flood Control and Water Conservation District to Adopt an Annual Parcel Assessment for Drainage Maintenance and the National Pollutant Discharge Elimination System Program (Kevin Rohani, Public Works Director/City Engineer)**
- 3.5 Adopt a Resolution Approving a Deferred Improvement Agreement, Subdivision Assessment and Annexation Authorization Deferral Agreement and Parcel Map for Minor Subdivision MS 14-977 (3351 Doyle Road) (Kevin Rohani, Public Works Director/City Engineer)**

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

Online Comment Forms

No online comment forms were submitted for consent calendar

Public Comment Cards

No public Comment Cards were submitted for consent calendar

4.0 PUBLIC HEARINGS-None

5.0 REGULAR CALENDAR-None

6.0 REPORTS

6.1 CITY MANAGER

(a) City Manager

City Manager Bryan Montgomery introduced Nicholas Molina and mentioned he will be assisting at the City Council Meetings, he also mentioned that staff is currently working on the next year's budget and that the community wide strategic planning meeting will be held on April 19th at Freedom High School.

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

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

Councilmember Perry reported her attendance at the Inter-Agency Meeting with Vice Mayor Higgins and City Manager, Bryan Montgomery where they discussed upcoming ballot measures and growth in the schools, she mentioned that Oakley Union Elementary School District is growing by about 100 kids per year, she also reported her attendance at the Ironhouse Sanitary District Board Meeting, the first Committee Meeting for the Out of the Darkness Walk which will be held on October 8th, she also attended the East County Little League opening day parade and the Network of Care Crab feed and mentioned that Congressman Jerry McNerney and Congressman Mark Desaulnier are hosting a Town Hall Meeting on March 9th at Antioch Middle School and on March 19th the East County Little League Crab feed will be held at the Brentwood VFW at 6pm.

(b) Requests for Future Agendas

None

7.0 WORK SESSION

Oakley City Council

7.1 Presentation and Discussion Regarding the Implementation of the Peak Democracy Online Town Hall Forum

A Work Session was conducted on Peak Democracy. Nancy Marquez-Suarez presented a PowerPoint presentation and gave an overview of how the program works and showed samples from other cities, she mentioned the cost of the program would be \$7,000 per year; she also presented the Council with three options for a name and logo and asked for their suggestions.

The consensus of the Council was to use the first logo "Engage in Oakley".

8.0 CLOSED SESSIONS

Oakley City Council

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

City of Oakley v. Shea Homes, Limited Partnership

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

City of Oakley v. Scelsi et al.

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

9.0 ADJOURN

There being no further business, the meeting was adjourned at 7:55 p.m.

Respectfully Submitted

Kim Carmody
Records Management Clerk



MEMORANDUM
Office of the City Attorney

Date: March 9, 2016
To: Mayor and Members of City Council
Cc: Bryan Montgomery, City Manager; William R. Galstan, Special Counsel
From: Derek P. Cole, City Attorney *By William R. Galstan*
Subject: Closed Session Report-Out Memo

FOR CONSIDERATION AT THE CITY COUNCIL MEETING OF MARCH 22, 2016

Background and Analysis

The City Council considered two closed session items at its meeting of March 8, 2016, pursuant to California Government Code Sec. 54956.9(a) for the purpose of discussing existing litigation

There was no reportable action on any of the closed session items.

Fiscal Impact

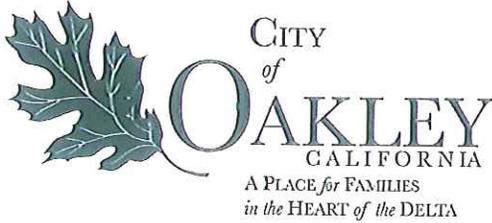
None.

Recommendation

Receive and file this report.

Attachments

None.

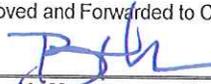


Agenda Date: 03/22/2016
Agenda Item: 3.3

STAFF REPORT

Date: Tuesday, March 22, 2016
To: Bryan H. Montgomery, City Manager
From: Joshua McMurray, Planning Manager
Subject: **Annual Progress Report on Implementation of the 2015-2023 Housing Element with SB 341 Reporting Requirements**

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

Every year the City Council is required to adopt an Annual Progress Report on the implementation of the Housing Element of the General Plan. The Annual Report is then forwarded on to the State Office of Planning and Research and the Department of Housing and Community Development. The 2015 Annual Report is included as Attachment 1. The report demonstrates the City has made substantial progress in completing the 27 Action Programs on the first year of this Housing Element Cycle. Compliance with Senate Bill 341 in relation to reporting requirements for Housing Successor to Redevelopment Agencies is also included as an attachment to the Housing Element Annual Progress Report.

Fiscal Impact

In years past, the City's Housing Element consultant prepared the annual report at a cost of approximately \$2,000. City staff prepared the report in-house to minimize consultant expenses. There is no other fiscal impact associated with this project.

Conclusion and Recommendation

Staff requests that the City Council adopt the Resolution of the City Council of the City of Oakley Making Findings and Approving the Annual Progress Report on Implementation of the Housing Element for the City of Oakley.

Attachments

1. Annual Progress Report w/ SB 341 Report
2. Draft City Council Resolution

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Oakley
 Reporting Period 1/1/2015 - 12/31/2015

Table A
Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development See Instructions	Deed Restricted Units See Instructions	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
(9) Total of Moderate and Above Moderate from Table A3			▶	▶	234		234				
(10) Total by income Table A/A3			▶	▶	234						
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Oakley
Reporting Period 1/1/2015 - 12/31/2015

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	Most of the facilities are relatively new and maintained. Rehabilitation is not needed at this time.
(2) Preservation of Units At-Risk				0	Currently no units are at risk.
(3) Acquisition of Units				0	No additional units were acquired in the one year time frame from January 1, 2013 to December 31, 2013.
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	70					70	
No. of Units Permitted for Above Moderate	164					164	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Oakley
Reporting Period 1/1/2015 - 12/31/2015

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2015										Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		Adjusted RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed	297											297
	Restricted Non-deed restricted												
Low	Deed	163											163
	Restricted Non-deed restricted												
Moderate	Deed	142										70	72
	Restricted Non-deed restricted		70										
Above Moderate		446	164									164	282
Total RHNA by COG. Enter allocation number:		1,048											
Total Units ▶ ▶ ▶			234									234	814
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Oakley
Reporting Period 1/1/2015 - 12/31/2015

Table C
Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
1.1 Provision of Adequate Sites to Meet Remaining RHNA Need	Provision of Adequate Sites to accommodate remaining RHNA need of 385 extremely low, very low, and low income units	January-17	The City is in the process of completing this program and expects the completion sometime in the summer of 2016.
1.2 Density Bonus Ordinance	Implement Density Bonus Ordinance	Ongoing	The City will continue to use the Density Bonus Ordinance with qualifying affordable projects.
1.3 Review and Revise Development Fees	Review and Revise Development Fees	Review Annually	Development fees were reviewed and revised as part of the Fee Schedule Update approved in mid 2015. Generally the development fees were reduced or remained the same. Additionally, the City adopted a temporary program that cuts the Development Impact Fees by almost 40 percent. This program expired in September 2015 for residential projects.
1.4 Promote Energy-Conserving Programs	Efficient Use of Energy Resources	December-16	The City has adopted the California Energy Code and performs plan reviews to ensure projects meet the codes intention for efficient energy use. The City also has an updated website with links and information to Energy Conservation programs.
1.5 Encourage Residential Development in Areas Served by Public Transit	Encourage Residential Development near Transit	July-16	The City adopted the Downtown Specific Plan which is within 1/2 mile of public transit. The DSP allows for reduced parking in order to facilitate the redevelopment of downtown. Additionally, the General Plan has policies that encourage high density development near transit, and the City has made a consistent effort to locate higher density development along existing transit corridors.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Oakley
Reporting Period 1/1/2015 - 12/31/2015

1.6 Maintain an Inventory of Available Land Resources	Inventory of Available Land Resources	December-16	The City has developed a comprehensive map of vacant and underutilized parcels. The list includes both vacant parcels and parcels that have infill potential. The information was updated prior to the adoption of the 2015-2023 Housing Element.
1.7 Encourage Infill Development	Encourage infill as a means to provide additional opportunities for construction	December-15	The city continues to encourage infill development. The City has adopted a Downtown Specific Plan which specifically provides for infill and mixed use residential opportunities within the City.
1.8 Jobs-Housing Balance Evaluation	Analyze the status of jobs and housing within the community and then provide to large employers within the community	Ongoing	The city has a comprehensive list of approved and developed subdivisions within the City. This list is readily available to large employers within the City.
1.9 Annual Review and Reporting of Housing Element Progress	Complete reporting requirements	Report due to HCD Annually	The Annual Report is scheduled for Council review and approval at the March 22, 2016 City Council Meeting. Thereafter, the Annual Report will be forwarded to HCD prior to April 1, 2016.
1.10 Affordable Housing Overlay	Review and Revise Affordable Housing Overlay	In conjunction with Policy Action 1.1	The City is in the process of completing this program and expects the completion sometime in the summer of 2016.
1.11 Multifamily Housing Sites	Encourage multifamily and affordable residential uses on multifamily sites	In conjunction with Policy Action 1.1	The City is in the process of completing this program and expects the completion sometime in the summer of 2016.
GOAL 2 - Rehabilitation of Existing Housing Stock			

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Oakley
Reporting Period 1/1/2015 - 12/31/2015

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
2.1 Rehabilitation of Existing Housing Units	Continue to provide information on housing rehabilitation assistance	June-15	The City has provided access on the web site to the full list of programs available with the County and HUD, as well as links to appropriate web sites
2.2 Proactive Code Enforcement	Develop a Proactive Code Enforcement Strategy	Ongoing	Staff has developed, adopted and implemented a Property Maintenance Program, as well as a Residential Rental Inspection Program.
2.3 Infrastructure Preservation Program	Provide Adequate Infrastructure	Ongoing	The City annually adopts a capital improvement program as part of its budget to plan and schedule infrastructure improvements throughout Oakley. Based on those adopted priorities and funding plans the City aggressively implements capital improvement projects. There are currently 17 capital improvement projects in various stages of implementation throughout the City.

GOAL 3 - Monitor Assisted Housing Units

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
3.1 Monitor Assisted Housing Units	Monitor units to identify at risk units and insure current units compliance	Ongoing and Annual Monitoring	The City requires fiscal year financial and proof of certification to be reported 90 days after the end of the prior fiscal year. These reports are then audited. The City also maintains active relationships with owners and management.
3.2 Encourage Development of New Affordable Rental Housing for Remaining RHNA Need	Encourage Affordable Rental Housing Development to meet remaining RHNA need	Ongoing	Active Program (See also Status of Implementation of Goal 1.1)

GOAL 4 - Increase Access to Housing Opportunities

Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
4.1 Increase Access to Homeownership	Disseminate information about the available programs for Affordable Housing through offices, library or City website	August-15	The City website has the following information: where existing affordable family and senior housing projects within the City are located as well as submitted development applications, a link to the 211 program, and the County Section 8 Program.
4.2 Promote Fair Housing Standards	Continue to encourage the enforcement of federal and state fair housing standards	August-15	The City currently posts resources on the web site, plus disseminates information through the housing department and the police department. A guide to tenants and landlords rights is kept on hand as well.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Oakley
Reporting Period 1/1/2015 - 12/31/2015

4.3 Development of Housing for Extremely-Low Income Households and Special Needs Groups	Encourage housing to meet need of 45 Extremely-Low Income units or special needs housing	Through the 2015-2023 Planning Cycle	The City works cooperatively with affordable housing developers to explore incentives. Although the City does not have available funds, staff has explored funding sources from other agencies in efforts to find ways to achieve the program goals to attain Extremely-Low Income units.
4.4 Development of Housing for Large Families	Increase Housing for Large Families	Ongoing	The City continues to focus on achieving a balance to accommodate various needs for housing.
4.5 Reasonable Accommodation Procedures	Continue reasonable accommodation procedures	Ongoing	Staff continues to ensure that projects meet the State's newest accessibility requirements by identifying deficiencies at plan review stage. City also works with a Certified Access Specialist for plan reviews and inspections.
4.6 Compliance with SB2	Comply with SB 2	January-16	The City has completed this program and has adopted an ordinance that complied with SB 2 in regard to transitional and supportive housing. The Downtown Specific Plan provides a zone district and site to allow an Emergency Shelter by-right.
4.7 Ensure Adequate Emergency Shelter Sites	Accommodate the City's emergency shelter need	Ongoing/ Annually	The Downtown Specific Plan provides a zone district and site to allow an Emergency Shelter by-right.
4.8 Pursue Outside Funding Sources	Monitor Sources of Development Financing	Ongoing/ Annually	The City is working cooperatively with affordable housing developers to explore outside funding sources. Although the City does not have available funds, staff has explored funding sources from other agencies in efforts to find ways to achieve the program goals to attain Extremely-Low Income units instead of Very-Low and -Low. The City has had numerous meetings and discussions in the past with developers to explore incentives and creative financing.
4.9 Provide Comprehensive Housing Information	Comprehensive Housing Resources	Ongoing	The City uses print media, mailers, web-based information, e-mail blasts, and other methods to provide information about available housing resources.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
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4.10 Residential Care Facilities	Accommodate residential care facilities/group homes	January-16	The City has completed this program and has adopted an ordinance that complied with State Law pertaining to Residential Care Facilities.
4.11 Employee and Farmworker Housing	Accommodate farmworker and employee housing	January-16	The City has completed this program and has adopted an ordinance that complied with State Law pertaining to Employee and Farmworker Housing.

General Comments:

The City of Oakley has had the following successes in implementation of its Housing Element:

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Oakley
Reporting Period 1/1/2015 - 12/31/2015

- * The City welcomed 29 new affordable housing units in 2014.
- * The City has made excellent progress, though a down economy, in achieving its RHNA requirements.
- * The City has demonstrated significant progress in accomplishing the goals within the 2015-2023 Housing Element planning period.
- * The City has continued development of housing in a difficult economy, with the permitting of 234 moderate and above moderate units in 2015.
- * The City continues to assist citizens in finding local affordable housing opportunities

Oakley Housing Fund

SB 341 Annual Reporting Requirements for Housing Successors to Redevelopment Agencies
For Fiscal Year Ended June 30, 2015

1. Amounts Deposited into the Low & Moderate Housing Asset Fund, distinguishing any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) from other amounts deposited.

a. ROPS Schedule Funding	\$ 0
b. Loan Payments Received	\$54,134
c. Interest Earnings on Cash Balances	\$ 96
Total Deposits	<u>\$54,230</u>

2. A statement of the balance in the fund as of the close of the fiscal year, distinguishing any amounts held for items listed on the ROPS from other amounts. \$

Cash	\$ 1,320
Restricted for Current Payables	\$ -0-
Available Cash Balance	<u>\$ 1,320</u>

3. Description of the expenditures from the fund by category, including, but not limited to, expenditures (A) for monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering the activities described in paragraphs (2) and (3) of subdivision (a), (B) for homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) of subdivision (a), and (C) for the development of housing pursuant to paragraph (3) of subdivision (a).

(A) Monitoring and Preserving LT Affordability of Units	\$5,045
(B) Homeless Prevention	\$ 0
(C) Development of Housing	\$ 0
(D) Other (accounting, bank fees, etc..)	\$3,906
Total Expenditures	<u>\$ 8,951</u>

4. As described in paragraph (1) of subdivision (a), the statutory value of real property owned by the housing successor, the value of the loans and grants receivable, and the sum of these two amounts.

Real Property Owned	\$ 0
Loans Receivable	<u>\$10,883,436</u>
Total	<u>\$10,883,436</u>

Oakley Housing Fund
SB 341 Annual Report
For Fiscal Year Ended June 30, 2015

5. *Description of any transfers made pursuant to paragraph (2) of subdivision (C) in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.*

\$0 (No transfers made under this section, in the current or any prior year).

6. *Description of Projects for which the Oakley Housing Fund receives or is holding property tax revenue pursuant to the ROPS and the status of that project.*

N/A -The Oakley Housing Fund neither receives nor holds property tax revenue pursuant to a ROPS.

7. *For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with section 33334.16. For interest in real property acquired on or after February 1, 2012, a status update on the project.*

N/A – The Oakley Housing Fund owns no real property.

8. *a. A description of outstanding obligations pursuant to Section 33413 that remain to transfer to the Housing Successor on February 1, 2012.*

The Oakley Housing Fund is obligated to pay the remaining deferred impact fee obligation related to the Oakley Cypress Associates project. The balance at June 30, 2015, including interest, was \$1,269,301.

- b. A description of the Housing Successor's progress in meeting obligations described in 8a.*

Very little progress has been made since dissolution of the Oakley Redevelopment Agency, as these fees were only recently confirmed as solely a Housing Successor obligation, and the Department of Finance continually denied any Successor Agency payment.

- c. A description of the housing successor's plan to meet unmet obligations described in 8a.*

The Housing Successor receives loan repayments each year, and after paying for the services described in item 3 above, it will continue to use remaining balances to pay down this obligation. Given the state of the projects and length of the loan repayment terms, payment of the impact fees may take decades.

Oakley Housing Fund
SB 341 Annual Report
For Fiscal Year Ended June 30, 2015

9. *Information required by subparagraph (B) or paragraph (3) of subdivision (a).*

N/A.

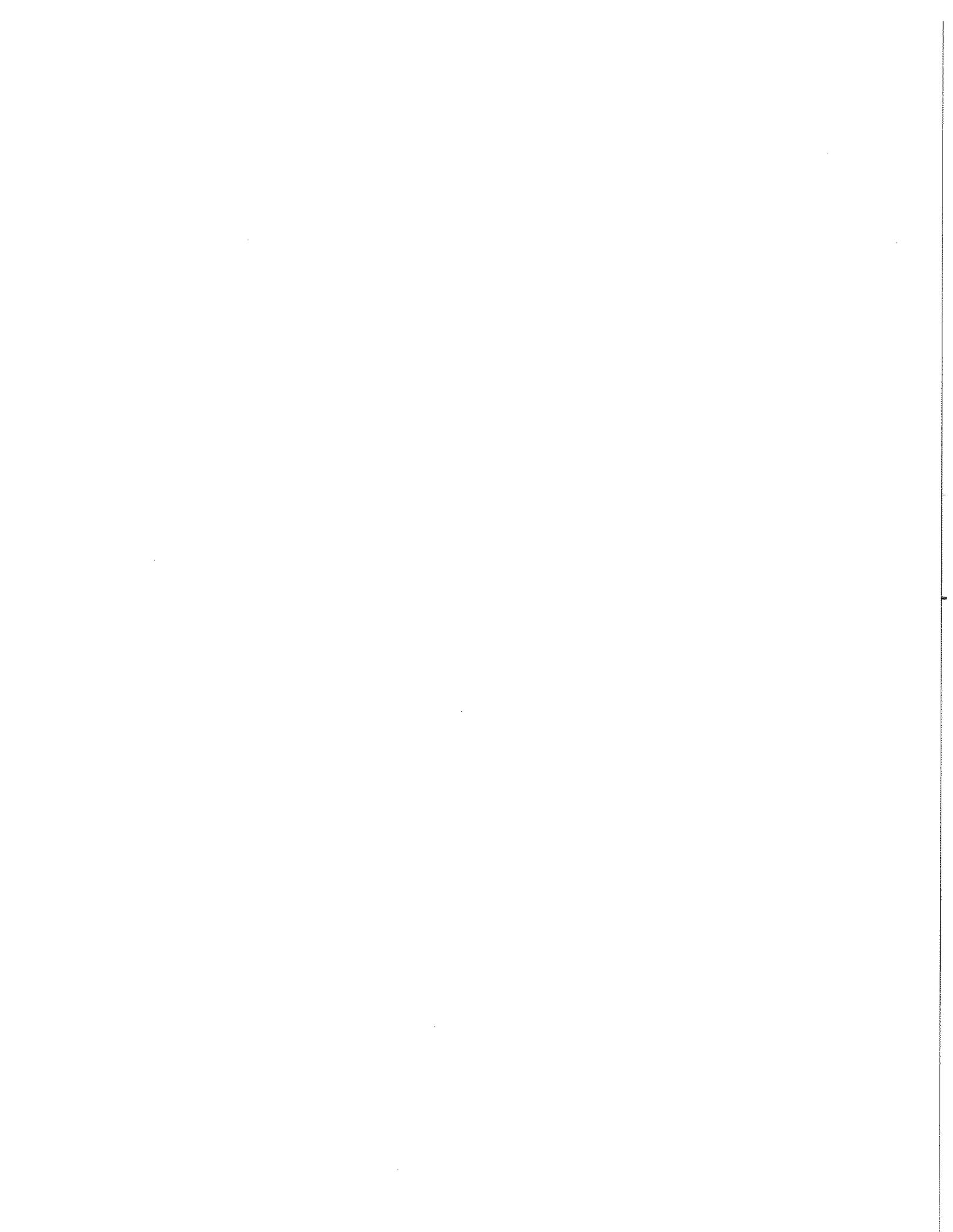
10. *Percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former RDA and its host jurisdiction within the last 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former RDA and its host jurisdiction within the same time period.*

47.5%

11. *a. The amount of excess surplus. N/A – None.*

b. The amount of time that the successor agency has had the excess surplus. N/A

c. The housing successor's plan for eliminating the excess surplus. N/A



RESOLUTION NO. XX – 16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING THE ANNUAL PROGRESS REPORT ON IMPLEMENTATION OF THE HOUSING ELEMENT FOR THE CITY OF OAKLEY

WHEREAS, in November 1998, the voters approved the incorporation of the City of Oakley, to be effective July 1, 1999; and

WHEREAS, on July 1, 1999, the City of Oakley was incorporated; 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 as part of the General Plan the City developed a 2001-2007 Housing Element, which was certified by The State Department of Housing and Community Development (HCD) in 2005; and

WHEREAS, in August 2009, the Oakley City Council adopted the 2007-2014 Housing Element,

WHEREAS, in January 2015, the Oakley City Council adopted the 2015-2023 Housing Element,

WHEREAS, the City is required to provide housing opportunities for all income groups. HCD reviews the Housing Element portion of the General Plan, and requires an Annual Progress Report on the Implementation of the Housing Element; and

NOW, THEREFORE, 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:

1. The City has completed an Annual Progress Report (Attachment 1), which outlines the progress the City has made on the goals and policies outlined in the Housing Element:
 - a. The City shall meet the State Department of Housing and Community Development Department (HCD) requirements to ensure the City is providing adequate housing types for all income groups.



STAFF REPORT

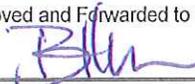
Date: Tuesday, March 22, 2016

To: Bryan H. Montgomery, City Manager

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

Subject: Authorize the City Manager to execute an agreement for landscape architecture services with Dutchover & Associates, to provide contract landscape plan review services for the City of Oakley related to private development projects on an on-call basis from April 1, 2016 through June 30, 2018

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Introduction

The City of Oakley Public Works and Engineering Department provides a cursory review of the landscape improvement plans related to private development projects, to ensure that projects are built to standards and specifications. Development projects have increased and the ongoing review of landscape improvements need further detailed review by design experts of landscape architecture. It is imperative that we increase the level of sophistication in our landscape plan reviews to keep up with our developing community and industry standards. This will help insure that the quality of equipment and materials selected for our landscape projects are not only aesthetically pleasing, but also durable, and can serve the community for years to come.

Background and Analysis

As the City continues to grow with the construction of private development projects, the demand to provide detailed plan check services increases to ensure the landscape improvements constructed meet standards and specifications.

Dutchover & Associates is a reputable landscape architectural firm with over 35 years of experience in the industry with 20 years of experience working with various public agencies, such as City of Dublin, City of San Ramon, Town of Moraga, and Contra Costa County. They provide a systematic approach on landscape plan check and are well versed on current codes and regulation compliance requirements.

This service will provide a streamlined review process for landscape improvement plan approval and will help keep maintenance and operations of newly built landscape improvements sustainable for the future of the City.

Fiscal Impact

There is no fiscal impact as result of these on-call services since the costs associated with the agreement will be supported by developer deposits for time and materials expended for the project.

Conclusion

Staff recommends that the City Council adopt the resolution authorizing the City Manager to execute an agreement for landscape architecture services with Dutchover & Associates for plan review services.

Attachments

- 1) Resolution
- 2) Scope of Services and Rate Schedule
- 3) Proposal from Dutchover & Associates

RESOLUTION NO. XX- 16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH DUTCHOVER AND ASSOCIATES FOR ON-CALL
LANDSCAPE PLAN REVIEW SERVICES**

WHEREAS, the City of Oakley's Public Works and Engineering Division commonly uses consultants to conduct in depth reviews of private development improvement plans; and

WHEREAS, the need for this type of service has greatly increased over the past several years primarily due to a large number of subdivisions being approved with subdivision improvements, streetscape improvements, and park improvements; and

WHEREAS, the City has received a proposal from Dutchover and Associates to provide on-call plan review services to assist the City in reviewing landscape plans on an as needed basis; and

WHEREAS, the costs associated with the agreement will be supported by the deposits provided by developers, and Dutchover and Associates will be compensated based on the actual time and materials expended; and

WHEREAS, Dutchover and Associates has twenty years of experience working with various public agencies by providing on-call landscape architectural services and has a vast knowledge of local municipal requirements pertaining to landscaping.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the City Manager is authorized to execute an Agreement with Dutchover and Associates for on-call landscape plan review services commencing April 1, 2016 to June 30, 2018.

BE IT FURTHER RESOLVED AND ORDERED, if at the end of the term the services have been performed satisfactorily the City Manager has the discretion to approve an extension of the agreement to June 30, 2019 under the same terms as the original agreement.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Oakley at a meeting held on this 22nd day of March, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

SCOPE OF SERVICES

Dutchover & Associates shall provide on-call landscape architectural services on an as-needed basis including, but not limited to, the following:

I. Plan Review

- A. Review landscape plans including, but not limited to: Planting; irrigation; hardscape and site amenities associated with landscaping; landscape drainage; landscape lighting; and other related elements for compliance with conditions of approval, consistency with agency standards, and acceptable industry practices.
- B. Provide written comments of plan review.
- C. Assist the City's construction inspector on landscape improvement inspections, punch lists, turnover documents, acceptance of improvements as complete, and warranty inspections.

II. Additional Consulting Services

- A. Provide additional services including, but not limited to: Site evaluations of existing landscape; tree assessment; landscape design; development of landscape guidelines; construction management; inspection; irrigation management; landscape maintenance management; and other services that may be requested by the City of Oakley.

COMPENSATION

I. Fee Schedule

- A. Hourly rates include direct salary costs, salary additives, indirect costs, overhead and fixed-fee or profit associated with performing services:

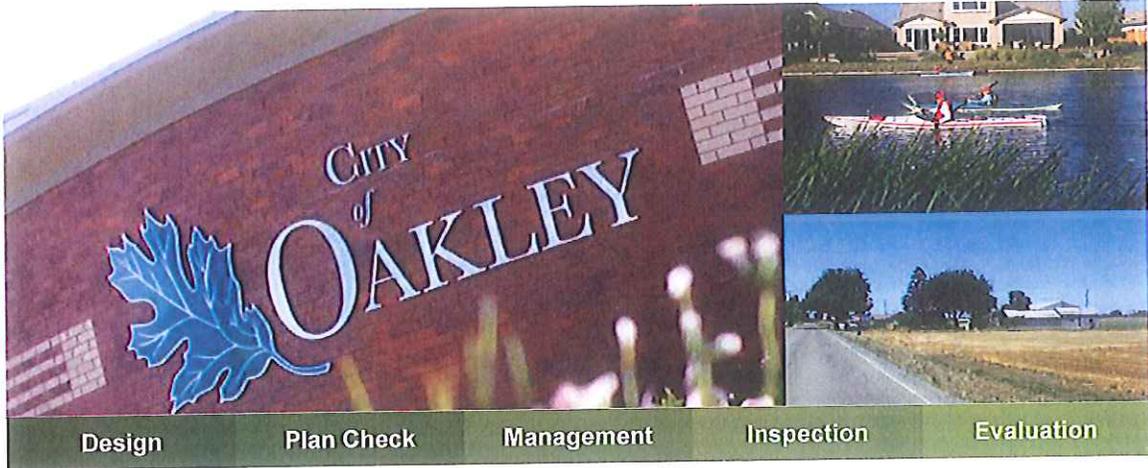
<u>Classification</u>	<u>Hourly Rate</u>
Landscape Architect	\$ 175.00
Senior Designer	135.00
Designer	105.00
Assistant Designer.....	95.00
Draftsperson	85.00
Administrative Assistant.....	\$ 80.00

- 1. Hourly rates shall apply to travel time to and from the Pleasanton office of Dutchover & Associates.
- 2. Rates also include telephones, internet access, cellular phones, personal safety gear, and mileage.
- 3. The hourly rates do not include sub-consultants, printing and reprographic services, postage, courier service, testing equipment rental, and laboratory testing, and other reimbursable expenses that may be requested by the City of Oakley.

- B. Reimbursable expenses are additional costs to the above hourly rates:

Sub-Consultants	cost plus 10%
Printing and reprographics.....	cost plus 10%
Postage and courier service	cost plus 10%
Testing equipment rental	cost plus 10%
Laboratory testing	cost plus 10%

STATEMENT OF QUALIFICATIONS On-Call Landscape Architect



City of Oakley
Public Works and Engineering Department

March 3, 2016



DUTCHOVER & ASSOCIATES
Landscape Architecture | Consulting
1233 Quarry Lane | Suite 115
Pleasanton, CA 94566

March 3, 2016

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

Re: Statement of Qualifications – On-Call Landscape Architect Services

Dear Mr. Rohani:

Thank you for proposing Dutchover & Associates provide on-call landscape architect services to the City of Oakley. Dutchover & Associates is committed to providing the necessary personnel and resources to provide the City of Oakley with the services expected. The following Statement of Qualifications includes our approach and management plan, qualifications and experience, staffing plan, and the Appendix contains our affirmative action plan, copies of insurance policies, references, and resumes.

Dutchover & Associates is a landscape architectural design and consulting firm with Bay-Friendly qualified professionals, certified water managers, C.3 update certified staff, a certified arborist, and AutoCad certified staff. Our philosophy is to provide professional landscape architectural services with integrity and to fully utilize our knowledge, expertise and resources to achieve an innovative approach to solutions that are efficient and cost-effective.

Over the last twenty years we have applied this philosophy in providing on-call landscape architectural services for the City of Dublin, City of San Ramon, Contra Costa County, Dublin San Ramon Services District, Pleasanton Unified School District, Town of Moraga, and various others. We have the ability to efficiently acquire an in-depth knowledge of applicable jurisdictional requirements, and are highly knowledgeable and proficient in ornamental horticulture, arboriculture, sustainable practices, Bay-Friendly principals, water efficiency and management, recycled water use, stormwater management, and acceptable landscape installation and maintenance practices.

Our proposed Project Manager Brian Dutchover will serve as the key contact for the City of Oakley for on-call landscape architectural services. His contact information is:

Address: 40 California Avenue, Suite M
Pleasanton, CA 94566
Office: 925.462.3576
Cell: 925.872.4004
Email: dutchover@sbcglobal.net



Dutchover & Associates has unique qualifications and experience for the City of Oakley's distinctive needs and we look forward to the prospect of discussing the opportunities. Thank you again for considering us to provide on-call landscape architect services. If you have any questions, please feel free to contact Brian.

Very Truly Yours,



Albert S. Dutchover | CRLA 1607
Principal | Landscape Architect
925.462.3576 office



DUTCHOVER & ASSOCIATES
Landscape Architecture | Consulting
1233 Quarry Lane, Suite 115 | Pleasanton, CA 94566
www.dutchover.com



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Qualifications and Experience – Page 5

Staffing Plan – Page 7

Additional Relevant Information – Page 9

Attachments



Dutchover currently serves on the Landscape Standard Committee for the California Landscape Contractors Association.

Dutchover is one of only a few landscape architectural firms with in-house irrigation design services. Irrigation design has been a part of Dutchover's service since 1978. Few irrigation consultants have more experience in the field or with system design. Dutchover has become proficient in the requirements of the Water Efficient Landscape Ordinance (AB 1881) and knowledgeable about recycled water use. This experience gives Dutchover the unique ability to evaluate new and existing irrigation systems and recommend cost effective remedies when design or maintenance deficiencies are identified.

Plan Check Services

Plan check services involve the ability to understand a project's unique parameters, design, governing standards and requirements, all to meet the needs of the end user. Plan check services include review of master plans; landscape improvement plans; bond/cost estimates; and technical specifications. These reviews ensure compliance with local agencies codes/ordinances, conditions of approval, Water Efficient Landscape Ordinance (AB 1881), and Americans with Disabilities Act (ADA) requirements.



In-House Plan Check

To ensure consistency, quality and accuracy, Dutchover takes a systematic approach by developing a plan review checklist to centralize standards, codes and requirements; costs are researched and a database for bond estimates is used to standardize unit pricing and, for efficiency and diligence, a project database is created to track progress from plan check through acceptance of improvements. Employee timesheets use project numbers and task codes to monitor costs.

Prior to the adoption of the Water Efficient Landscape Ordinance (AB 1881), Dutchover was instrumental in helping to achieve compliance with AB 325 for Contra Costa County, City of Dublin and City of San Ramon Landscape Water Efficient Ordinances. AB 1881 brought a more restrictive use of overhead spray irrigation systems and promotes water application at the base of the plant. Dutchover assisted the City of Dublin in the development of Dublin Municipal Code Chapter 8.88 Water Efficient Landscape Regulations for compliance with AB 1881. After the City Council adopted the ordinance, Dutchover provided clarifications for implementation. Through plan check for the City of Dublin, Contra Costa County, and the Town of Moraga, Dutchover ensures the requirements of AB 1881 are implemented.

Dutchover implemented a central control irrigation system for the City of Fremont as part of the design for the 30 acre Sports Fields Central Park. The system has been improved and expanded over the past two decades. In recent years, Dutchover developed standards for the City of Dublin satellite controller for a central control irrigation system and inspects the installation of controllers for the City of San Ramon in Dougherty Valley through our tenure with Contra Costa County.

Dutchover has extensive experience with the requirements and implementation of Americans with Disabilities Act (ADA). Dutchover was instrumental in developing a checklist of ADA critical items for design and construction for the Pleasanton Unified School District. Through plan reviews for the City of Dublin, Contra Costa County, and the Town of Moraga, Dutchover ensures ADA compliance.

Construction Management and Field Inspection

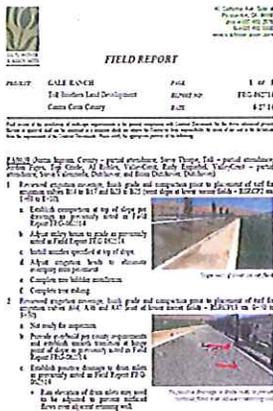
Dutchover assists in construction management by providing expert knowledge of technological, economic and environmental aspects of construction projects. Skills include project planning, cost management, time management, quality management, and contract administration.



North end of Dougherty Valley

Construction management services include: assist with pre-bid questions, clarifications, prepare and issue addendums, review material submittals for compliance with contract documents, assist in response to Request for Information (RFI), and the preparation of change orders.

In addition, construction management services also include: field inspections and written reports related to construction activities, job-site meetings with the contractor to assist in the monitoring of construction progress and to coordinate Contract Document requirements, Architects Supplemental Instructions (ASI) directing and informing the contractor of the architects preferred solutions, review and approval of progress payments, negotiation and preparation of contract change orders, and monitor and review of contractor's construction records for the preparation of Final Record Drawings.



Written Daily Report

Field inspections necessitate a vast knowledge of design principles, and installation standards and techniques. It also requires the ability to interpret drawings and standards with a systematic approach and strong communication skills. Coordination with all jurisdictional agencies is essential to effectively complete field inspection services. Field inspection includes: contract administration, construction assistance, review of payments, plan revisions, change orders, and inspection of improvements during construction which include written daily reports.

Dutchover has established milestones for inspection services such as:



Field inspection of park construction

- Pre-Construction Conference
- Irrigation Review & Testing
- Grading and Drainage
- Site Improvements
- Site Furnishings
- Plant Material Evaluation
- Substantial Completion
- Final Inspection

Inspection services ensure compliance with local agencies codes/ordinances, conditions of approval, Water Efficient Landscape Ordinance (AB 1881), recycled water use guidelines, and Americans with Disabilities Act (ADA) requirements.

Grounds and Facilities Inspection

Site evaluation services necessitate the mitigation of complex issues, unique qualifications and experience, and attention to detail. Dutchover possesses a clear understanding and foresight of environmental factors, existing conditions, cost effective solutions, and construction and maintenance techniques. Dutchover provides written reports documenting evaluations and recommendations.

Many projects require additional services for remedy, including: design services; cost analysis and budgeting; phasing; contract administration; and construction management.

Coordination with special interest groups and jurisdictional agencies can be necessary to effectively meet the needs and expectations of all parties. Dutchover's strong communication skills and creative design solutions are invaluable while facilitating improvements to meet schedule and budgetary goals.

QUALIFICATIONS AND EXPERIENCE

Summary

Dutchover is a full service landscape architectural firm with over 35 years of experience in the public and private sector. The landscape architectural services provided include landscape design, plan check, construction management, field inspection, grounds and facilities evaluation, water management, tree management, and development of landscape installation and maintenance specifications. These services are provided for a diverse group of clients including public and private schools, cities, counties, private developments and homeowner's associations. Extensive knowledge of landscape principals and experience in landscape architectural services qualifies Dutchover to provide the best possible service and solutions for the City of Oakley's distinctive needs.

History

Founded in 1978, Dutchover has established and maintains a reputation for meeting high standards of quality in the field of landscape architectural services. Our philosophy is to provide services with integrity and to fully utilize our knowledge, expertise and resources to achieve an innovative approach to solutions that are efficient and cost-effective. The firm reinforces these standards and philosophy with a strong commitment to providing excellent service.

The founding principal, Albert S. Dutchover was a Park and Landscape Designer for the City of Pleasanton for 15 years. His responsibilities included all phases of park design and maintenance. He has also served as a part-time instructor at Ohlone College in Fremont, California, teaching courses on landscape design, landscape construction, landscape maintenance, irrigation design, and park and landscape management. In 1979 Albert's son Brian D. Dutchover joined the firm and has worked from draftsman to principal.

Firm's Overall Capabilities

Passion for landscape design and management is not just a stated goal for Dutchover it is integral to our service. We are a landscape architectural firm with Bay-Friendly qualified professionals, certified water managers, C.3 update certified staff, a certified arborist, and AutoCad certified staff. These credentials and continuing education demonstrate a passion and expertise that does not end at the design stage. We have the ability to efficiently acquire an in-depth knowledge of applicable jurisdictional requirements, and are highly knowledgeable and proficient in ornamental horticulture, arboriculture, sustainable practices, Bay-Friendly principals, water efficiency and management, recycled water use, stormwater management, and acceptable landscape installation and maintenance practices. It is our varied and extensive experience coupled with a passion for quality service that is a key benefit to our clients and makes Dutchover highly desired for landscape design and management.



Recent and Related Experience

Dutchover has a proven track record of providing efficient and cost-effective solutions for landscape design and management. On-call landscape architectural services similar to those sought by the City of Oakley are currently provided for the City of Dublin, City of San Ramon, Contra Costa County, and the Town of Moraga which include landscape design, plan check and field inspection for the construction and maintenance of landscape improvements.

On-call landscape architectural services have also been provided for various other public agencies and private development. On-call services have been provided to Dublin San Ramon Services District for plan check of landscape irrigation plans for compliance with the District standards for recycled water use and Pleasanton Unified School District for landscape design, plan check, construction management, field inspection, grounds and facilities evaluation, and development of landscape installation and maintenance specifications.

Brian Dutchover – Manages landscape architectural services including landscape design, plan check and field inspection of projects for Contra Costa County (16 years), City of Dublin (10 years), City of San Ramon (6 years), and Town of Moraga (2 years). Advised the City of Dublin on the development and implementation of their Water Efficient Landscape Ordinance (AB 1881) which was adopted by the City Council. Provides inspection services for the City of San Ramon of contracted landscape maintenance services, and landscape design and field inspection of capital improvement projects. Provided plan check service for Dublin San Ramon Services District for the implementation of recycle water use for irrigation systems (5 years).

Al Dutchover – Directs landscape architectural services and fiscal oversight of projects for Contra Costa County (16 years), City of Dublin (10 years), City of San Ramon (6 years), and Town of Moraga (2 years). Provided plan check service for Dublin San Ramon Services District for the implementation of recycle water use for irrigation systems (5 years).

Steve Valenzuela – Provides plan check and field inspection of projects for Contra Costa County (11 years), City of Dublin (5 years), and Town of Moraga (2 years). Provided plan check service of Dublin San Ramon Services District for the implementation of recycle water use for irrigation systems (2 years). Provided planting and irrigation design for Contra Costa County Creek Restoration and private developments.

Eileen Hofstadt – Provides documentation of plan check and field inspections of projects for Contra Costa County (8 years), City of Dublin (8 years), City of San Ramon (6 years), and Town of Moraga (2 years).

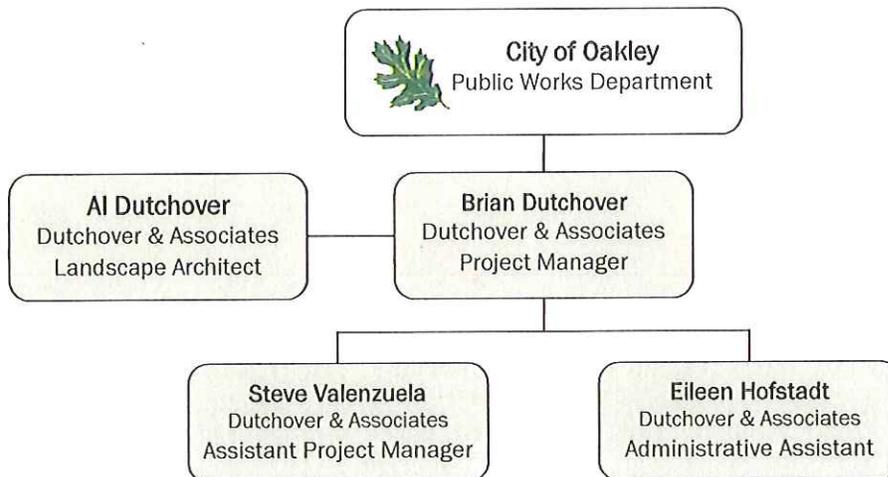
STAFFING PLAN

Dutchover has been successful and effective in completing services within the project budget. Workload is assigned to the appropriate staff to provide the highest quality service at the most effective cost rate. Fees are monitored biweekly to control overall costs and milestones are not exceeded. If cost overruns are beyond the control of Dutchover for hourly fees, the client is informed well in advance to determine if services are to be adjusted accordingly. For set-fee services Dutchover will not exceed the set-fee and will provide the service as agreed.

Dutchover is committed to providing the necessary personnel and resources to provide the City of Oakley with the services expected.

Organizational Chart

Dutchover staff promote open communication, written and electronic documentation, and face-to-face meetings to ensure understanding and timely responses to issues. The following is an organizational chart and brief overview of key personnel and support staff to be assigned to services for the City of Oakley:



Licenses and Certificates

<i>Name</i>	<i>License or Certificate</i>	<i>Expiration</i>
Albert Dutchover Dutchover & Associates	Register Landscape Architect No. 1607, State of California	August 31, 2017 (renewable every 2 years)
	Certified Water Manager (Provisional), California Landscape Contractors Association	December 31, 2016 (renewable annually)
Brian Dutchover Dutchover & Associates	Bay-Friendly Qualified Professional, Bay-Friendly Coalition	May 15, 2017 (renewable every 2 years)
	Certified Arborist No. WE-8649A, International Society of Arboriculture	December May 31, 2017 (renewable every 3 years)
	Certified Water Manager (Provisional), California Landscape Contractors Association	December 31, 2016 (renewable annually)
Steve Valenzuela Dutchover & Associates	Bay-Friendly Qualified Professional, Bay-Friendly Coalition	May 15, 2017 (renewable every 2 years)



ADDITIONAL RELEVANT INFORMATION

StopWaste.Org – The Waste Management Authority and the Source Reduction and Recycling Board formed an integrated agency, StopWaste.Org, dedicated to achieving the most environmentally sound solid waste management and resource conservation program for Alameda County. Dutchover is a consulting designer for the Lawn to Garden program providing expert advice for the conversion of lawns to water efficient landscapes. This includes selecting the right plant, sheet mulching, conversion to high efficiency irrigation systems, and the use of local resources to establish sustainable landscapes.

California Landscape Standards – The California Landscape Contractors Association (CLCA) is dedicated to serve and protect the interests of its members, promote professionalism, and advance public awareness of the landscape industry. The Association is in the process of a major update to the California Landscape Standards which is used by the industry as standard practices and procedures. Dutchover is on the Association's task force to update these standards to incorporate sustainable practices.

Consulting Arborist – The International Society of Arboriculture (ISA) promotes the professional practice of arboriculture and creates a greater worldwide awareness of the benefits of trees through education and the sharing of information regarding research and technology. Dutchover continues to promote best management practices through its work in the landscape industry. This includes selecting the right tree for the right place, tree quality selection, planting, root management, tree training, pruning, maintenance, and hazardous tree evaluation.

Recycled Water Use – Dublin San Ramon Service District (DSRSD) and East Bay Municipal District (EBMUD) are the major providers of recycled water for the East Bay. Recycled water use in the landscape promotes sustainable landscape practices, helps preserve resources and has restrictions on how it is used. Dutchover's expertise in the design, installation and use of recycled water has been instrumental in the application of guidelines through plan check and field inspection services for the City of Dublin, City of San Ramon and Contra Costa County. With diminishing resources, recycled water use will become more a part of design standards and Dutchover is well-informed about the ever-changing requirements.

ATTACHMENTS

Affirmative Action Plan – Page 1A

Insurance Policies – Page 2A

References – Page 4A

Professional Resumes – Page 10A



AFFIRMATIVE ACTION PLAN

The follow is an excerpt from Dutchover & Associates Employee Handbook

PERSONNEL ADMINISTRATION

EMPLOYMENT POLICY

Dutchover & Associates is an equal opportunity employer. It is our policy not to unlawfully discriminate against any employee or applicant for employment on the basis of race, religion, age, national origin, color, sex, disability or any other factor rendered unlawful by federal, state or local law. This policy applies to all personnel activities including employment, promotion, transfer, training, salary increases, benefits, disciplinary procedures, and terminations.

Further, it is the policy of Dutchover & Associates that employees not discriminate against each other or non-employees based on the above-listed factors.

Dutchover & Associates has a strict policy against sexual harassment. Sexual harassment includes, among other conduct, unwelcome sexual advances and requests for sexual favors. Such conduct should be reported immediately to your supervisor.

PERSONNEL RECORDS

Dutchover & Associates maintains a personnel file on each employee. The contents of your file, except for letters of reference, and certain other limited kinds of information, are open for your inspection at reasonable times and at reasonable intervals at your request. You may make copies of certain papers in your file. Contact your supervisor if you wish to see your personnel file.

Should you have any personal changes such as address, telephone number, marital status, or changes in the number of your dependents, you must inform your supervisor in writing so our records are kept up to date.

Dutchover & Associates will keep your personnel records private. However, there are certain times when information may be given to persons outside of Dutchover & Associates. These instances are:

- In response to a subpoena, courts order or order of administration agency;
- In a lawsuit, grievance, or arbitration in which you and Dutchover & Associates are parties;
- To administer employee benefit plans;
- To a health care provider;
- To a prospective employer or other person requesting a verification of your employment, but only (1) if you give us a written release allowing us to give out information, or (2) we are providing only the dates of your employment, your last or present job title and the fact of your employment.

IMMIGRATION REFORM AND CONTROL ACT

In accordance with the Immigration Reform & Control Act of 1986 (IRCA), all persons hired as of November 6, 1986 or later are required to complete Form I-9 and present documentation that establishes both identity and employment authorization.



INSURANCE POLICIES - SAMPLES



CERTIFICATE OF LIABILITY INSURANCE

DUTC&AS-01 YOUSHI

DATE (MM/DD/YYYY)
7/12/2013

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 License # 0564249
(OC) Heffernan Insurance Brokers
8 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707

CONTACT NAME: Sherry Young
PHONE (A/C, No, Ext): 1 (714) 361-7700 FAX (A/C, No): 1 (714) 361-7701
EMAIL:
ADDRESS:

INSURED

A.S. Dutchover & Associates
dba: Dutchover & Associates
40 California Avenue, Suite M
Pleasanton, CA 94566

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Hanover Insurance Company 22292
INSURER B:
INSURER C:
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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	GENL AGGREGATE LIMIT APPLIES PER:					
	POLICY	PROJ	LOC			
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRE AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
						\$
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL		LH3961455701	7/13/2013	7/13/2014	PER CLAIM 1,000,000
A	LIABILITY		LH3961455701	7/13/2013	7/13/2014	AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECTS AS ON FILE WITH THE INSURED.

CERTIFICATE HOLDER

CONTRA COSTA COUNTY
ATTN: MS. VICTORIA SKERRITT
PUBLIC WORKS DEPT, SPECIAL DISTRICTS
265 GLACIER DR.
MARTINEZ, CA 94553-4825

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

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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2014

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 Renee Huber Lic#0G86164 Agent For State Farm Insurance 320 St Marys Street Pleasanton, Ca 94566	CONTACT NAME PHONE (AG, Ho, Ext): 925-484-2222 FAX (AG, Ho): 925-484-1716 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: State Farm Fire and Casualty Company 26143 INSURER B: State Farm Mutual Automobile Insurance Company 26178 INSURER C: State Farm General Insurance Company 26161 INSURER D: INSURER E: INSURER F:
INSURED Albert & Brian Dutchover DBA A S Dutchover & Associates 40 California Ave STE M Pleasanton, CA 94566	

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.

LINE	TYPE OF INSURANCE	ADDC. SUBS (RSL/ROD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		97-KG-8777-2G	03/16/2014	03/16/2015	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO- LOG 201 201					
B	AUTOMOBILE LIABILITY		2991677-F26-05	12/26/2013	12/26/2014	COVERED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HEAR AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		97-BS-U387-9	05/01/2013	05/01/2015	1 YR STATUTORY LIMITS OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in CA) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Landscape Maintenance

CERTIFICATE HOLDER CONTRA COSTA COUNTY	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
--	--

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REFERENCES

Key Team Members and Client References

Contra Costa County

Mr. Dante Morabe, Supervising Construction Inspector
Public Works Department
255 Glacier Drive, Martinez, CA 94553

925.313.2006
dmora@pw.cccounty.us

Ms. Jocelyn A.B. LaRocque, P.E., Associate Civil Engineer
Public Works Department
255 Glacier Drive, Martinez, CA 94553

925.313.2315
jlaro@pw.cccounty.us

Key Team Members

Brian Dutchover	Manages landscape architectural services including landscape design, plan check and field inspection.
Al Dutchover	Directs landscape architectural services and project fiscal oversight.
Steve Valenzuela	Provides plan check and field inspection.

On-Call Landscape Architectural Services

2000 to Present

Services provided: Plan check and field inspection of landscape improvements for compliance with County Standards, City of San Ramon Landscape Standards, Dublin San Ramon Services District Standards, community design handbook, tentative map, ADA accessibility guidelines, Water Efficient Landscape Ordinance (AB 1881), and other regulations for over 170 projects in the Alamo Creek and Dougherty Valley developments including subdivisions, streetscapes, parks, open space, stormwater treatment facilities, creek restoration, and pedestrian trail for irrigation with recycled water.

Assignment descriptions and locations: Tasked with the plan check and field inspection for Alamo Creek and Dougherty Valley developments in Contra Costa County.

Budget and schedule performance: An annual contract stipulates the total amount to be paid for services rendered. Plan check services are completed within 3 weeks of receipt. Field inspection services are performed within 48 hour of request by the developer. Written documentation of field inspections is provided within 24 hours.

City of Dublin

Mr. Jeff Baker, Assistant Community Development Director
Community Development Department
100 Civic Plaza, Dublin, CA 94568

925.833.6610
jeff.baker@dublin.ca.gov

Key Team Members

Brian Dutchover	Manages landscape architectural services including landscape design, plan check and field inspection.
Al Dutchover	Directs landscape architectural services and project fiscal oversight.
Steve Valenzuela	Provides plan check and field inspection.

On-Call Landscape Architectural Services**2006 to Present**

Services provided: Plan check and field inspection of landscape improvements for compliance with City of Dublin Standards, Dublin San Ramon Services District Standards, tentative map, conditions of approval, ADA accessibility guidelines, Water Efficient Landscape Ordinance (AB 1881), and other regulations for over 80 commercial developments, subdivisions, streetscapes, and stormwater treatment facilities.

Assignment descriptions and locations: Tasked with the plan check and field inspection for residential and commercial developments, and public works projects throughout the City of Dublin.

Budget and schedule performance: An annual contract stipulates the total amount to be paid for services rendered. Plan check services are completed within 3 weeks of receipt. Field inspection services are performed within 48 hour of request by the developer. Written documentation of field inspections is provided within 24 hours.



City of San Ramon

Mr. Jeff Gault, Operations Division Manager
Public Services Department
5000 Crow Canyon Road, San Ramon, CA 94582

925.973.2809
jgault@sanramon.ca.gov

Key Team Members

Brian Dutchover	Manages landscape architectural services including landscape design, field inspection and evaluation of contracted landscape maintenance.
Al Dutchover	Directs landscape architectural services and project fiscal oversight.
Steve Valenzuela	Provides landscape design and field inspection.

On-Call Landscape Architectural Services**2010 to Present**

Services provided: Landscape design, field inspection, tree assessment, and evaluation of contracted landscape maintenance. Landscape design and field inspection provided for capital improvement projects including planting, irrigation and playgrounds. Evaluation of contracted landscape maintenance included monthly review and reporting for the maintenance of City owned right-of-way and open space landscape.

Assignment descriptions and locations: Tasked with landscape design and field inspection of capital improvements projects, and contracted landscape maintenance throughout the City of San Ramon.

Budget and schedule performance: An annual contract stipulates the total amount to be paid for services rendered. Landscape design services are completed within the timelines established by City Staff. Field inspection services are performed within 48 hour of request by the contractor. Written documentation of field inspections is provided within 24 hours.

Additional Client References

Town of Moraga

Ms. Laurie Sucgang, Senior Civil Engineer
Public Works Department
329 Rheem Boulevard, Moraga, CA 94556

925.888.7027
lsucgang@moraga.ca.us

On-Call Landscape Architectural Services

2014-to-Present

Services provided: This is a new contract for landscape design, plan check and field inspection of landscape improvements for compliance with Town of Moraga Design Guidelines, Contra Costa County Standards, tentative map, conditions of approval, ADA accessibility guidelines, Water Efficient Landscape Ordinance (AB 1881), and other regulations. Services have not commenced as of this date.

Dublin San Ramon Services District

Ms. Rhodora Biagtan, P.E., Interim Engineering Services Manager
Engineering Department
7051 Dublin Boulevard, Dublin, CA, 94568

925.875.2255
biagtan@dsrcsd.com

On-Call Landscape Architectural Services

2004 to 2009

Services provided: Plan check of landscape irrigation plans for compliance with the District standards for recycled water use for over 50 commercial developments, subdivisions, streetscapes, schools, parks, open space, creek restoration, and pedestrian trails.

Pleasanton Unified School District

Ms. Lynn Novak
Maintenance, Operations and Facilities Department
4750 First Street, Pleasanton, CA 94566

925.426.4404
lnovak@pleasantonusd.net

On-Call Landscape Architectural Services

1988 to 2008

Services provided: Master planning, landscape design, plan check, construction management, field inspection, grounds and facilities evaluation, and development of landscape installation and maintenance specifications for District owned facilities for 70 new, expansion and renovation of facilities, and the development of playground and athletic fields. Services provided landscape, irrigation, site improvements, ADA accessibility compliance, drainage and site lighting.

Jean Bates & Associates

Mr. Clifford J. Bates, President
70 Railroad Avenue, Danville, CA 94526

925.736.2090
cbates@jeanbatesassociates.com

Site Evaluation, Landscape Design and Contract Negotiation

2008

Services provided: Site master plan; site improvements, planting and irrigation design for automatic entry gate improvements for Alamo Highlands HOA (Alamo, CA)

Homeowners Association Services

Mr. Randy Ritter, Partner
3160 Canyon Place, Suite 150, San Ramon, CA 94583

925.830.4848
ritter@hoaservices.net

Site Evaluation and Landscape Design

2008

Services provided: Master plan for landscape renovation of Golden Eagle Luxury Homes HOA (Pleasanton, CA) and hazardous tree evaluation and tree preservation plan per City of Pleasanton Heritage Tree Ordinance for Golden Eagle Luxury Homes HOA (Pleasanton, CA)

Site Evaluation and Landscape Design

2007 to 2008

Services provided: Erosion repair, planting and irrigation design for streetscape renovation and storm drain, planting and irrigation design of park renovation for Preserve HOA (Pleasanton, CA)



Legacy Partners Commercial, Inc.

Maria Montes, Property Manager 925.275.9010
2010 Crow Canyon Place, Suite 212, San Ramon, Ca 94583 *mmontes@legacypartners.com*

Ellen Bartholomew, Senior Property Manager 408.559.9206
2105 S. Bascom Avenue, Suite 180, Campbell, CA 95008 *ebartholomew@legacypartners.com*

Site Evaluation and Landscape Design 2008

Services provided: Planting design for commercial center renovation of San Ramon Legacy Plaza (San Ramon, CA) and tree preservation plan and planting design for commercial center renovation of Hamilton Legacy Plaza (Campbell, CA)

Peter G. Shutts, A.I.A.

Mr. Peter Shutts, A.I.A. 925.484.0903
4133 Mohr Avenue, Suite H, Pleasanton, CA 94566 *pgshutts@sbcglobal.net*

Site Evaluation and Landscape Design 2007 to 2008

Services provided: Planting and irrigation design for retail center renovation of Vintage Hills Shopping Center (Pleasanton, CA) and Dublin Station (Dublin, CA)

PROFESSIONAL RESUMES

Albert S. Dutchover
Principal – Landscape Architect

*Skills and
Knowledge:*

Al has over 35 years' experience as Principal Landscape Architect and business owner with Dutchover & Associates shaping environments to meet the needs of diverse clients, from both the public and private sectors, through creative design solutions.

Additionally, he has 15 years with the City of Pleasanton as a Park and Landscape Designer. He has also served as a part-time instructor at Ohlone College in Fremont, California, teaching courses on landscape design, landscape construction, landscape maintenance, irrigation design, and park/landscape management.

- Possesses a vast knowledge and extensive skills in landscape architectural design.
 - Expertise in planting, irrigation, site improvements, grading, drainage, and lighting.
 - Adept at researching, planning, evaluating alternatives, and making sound recommendations.
 - Ability to interpret, apply and explain complex codes, regulations and ordinances.
 - Proficient in balancing design quality, cost control and project management.
 - Manages contracts including scope of work, budgets, and accounting.
 - Directs projects through all phases of development, mentoring staff, and ensuring client satisfaction.
 - Provides technical advice to other agencies, professionals, contractors, and the general public.
-



-
- Project History:**
- Contra Costa County Public Works Department – design, plan check and field inspection
 - City of Dublin Community Development Department – plan check and field inspection
 - Dublin San Ramon School District – plan check
 - Pleasanton Unified School District – landscape design, development of maintenance specifications, maintenance monitoring, plan check, construction management, and field inspection
 - Bettencourt Ranch Homeowners Association – landscape design, development of maintenance specifications, maintenance monitoring, plan check, construction management, and field inspection
-

Experience

1978–Present	Landscape Architect and General Partner Dutchover & Associates, Pleasanton, CA
1964–1978	Park and Landscape Designer City of Pleasanton, Pleasanton, CA
1974–1976	Instructor of Landscape Construction, Landscape Management and Irrigation Design Ohlone College, Fremont, CA

Credentials:

Registered Landscape Architect No. 1607, State of California
 Certified Water Manager (provisional)
 Community College Teaching Credential No. 139567 (inactive)

Education:

University of California Extension Courses, Landscape Architecture, 1977
 Oakland City College, Associate of Arts in Civil Engineering, 1963

Affiliations:

Bay-Friendly Landscaping & Gardening Coalition
 California Landscape Contractors Association (CLCA)

Brian D. Dutchover
Principal – Senior Designer

Skills and Knowledge:

Brian has over 35 years' experience as Landscape Designer and business partner with Dutchover & Associates honing his ability to understand the needs of clients, from both the public and private sector, along with a project's parameters, design, governing standards and requirements.

- Thorough knowledge of principals, current practices, and procedures in landscape architecture.
- Deep knowledge of arboriculture including tree biology, management, installation and establishment, pruning, diagnosis and treatment, protection and risk management.
- Manages all aspects of landscape design to include planting, irrigation, site improvements, grading and drainage, and lighting.
- Remarkable ability to develop comprehensive plans.
- Adept at researching, planning, evaluating alternatives, and making sound recommendations.
- Ability to interpret, apply and explain complex codes, regulations and ordinances.
- Lead for field inspection and construction management.
- Proficient in AutoCAD, graphics, renderings, and serves as firm's information technician.
- Ability to prepare comprehensive documentation and reports.
- Accomplished at design presentations and conceptual layouts.
- Facilitates meetings with dynamic oral communication.

Project History

- Contra Costa County Public Works Department – design, plan check and field inspection
- City of Dublin Community Development Department – plan check and field inspection
- City of San Ramon – design, field inspection and maintenance evaluation
- Dublin San Ramon School District – plan check
- Pleasanton Unified School District – landscape design, development of specifications, plan check, construction management, and field inspection
- Golden Eagle Luxury Homeowners Association – landscape design, tree risk assessment, tree preservation plan

Experience: 1979–Present Landscape Designer and General Partner
Dutchover & Associates, Pleasanton, CA

Credentials: Bay-Friendly Qualified Professional (BFQP)
ISA Certified Arborist No. WE-8649A
Certified Water Manager (provisional)

Education: Las Positas College, Livermore, CA
Zion School of Ministries, Danville, CA

Training: Bay-Friendly Training & Qualification Program
Institute of Horticultural Studies, Arborist Certification
Clean Water Program, Update on New C.3 Requirements,
New Development & Redevelopment Workshop 2011

Affiliations: Bay-Friendly Landscaping & Gardening Coalition
International Society of Arboriculture (ISA)
Western Chapter International Society of Arboriculture (WCISA)
California Landscape Contractors Association (CLCA),
Landscape Standard Committee
California Landscape Contractors Association (CLCA),
East Bay Chapter Board of Directors

Steve T. Valenzuela
Landscape Designer

*Skills and
Knowledge:*

Steve has over 20 years' experience as a Designer with Dutchover & Associates involving all aspects of landscape design, including residential, commercial, recreational and educational facilities. Steve's background in irrigation design provides Dutchover & Associates the opportunity to provide in-house design using water efficient technologies and water management practices.

- Practiced and developed skills in water efficient technologies through knowledge of principals, current practices, and procedures in landscape architecture and landscape management.
 - Deep knowledge of the application and installation of water efficient technologies including water use documentation, water budgeting and irrigation scheduling.
 - Develops all aspects of landscape design to include planting, irrigation, site improvements, grading and drainage, and lighting.
 - Remarkable ability to develop comprehensive plans, documents and reports.
 - Ability to interpret, apply and explain complex codes, regulations and ordinances.
 - Proficient in AutoCAD, graphics, and renderings.
 - Develops material take-offs and cost estimating including review of bond estimates.
 - Detail-oriented and capable of managing multiple tasks with a proven ability to meet deadlines.
 - Contributes to effective team output through cooperation and flexibility with a commitment to shared vision and goals.
 - Ability to achieve results through strong observation, critical analysis and problem solving.
 - Adept at learning and developing new technical skills and competencies.
 - Practical experience in Lean Process Improvement Management and Preventative Maintenance Practices with a focus on preserving value with less cost.
-

-
- Project History**
- Contra Costa County Public Works Department – design, plan check and field inspection
 - City of Dublin Community Development Department – plan check and field inspection
 - Dublin San Ramon School District – plan check
 - Pleasanton Unified School District – irrigation, development of specifications, plan check, construction management, and field inspection
 - Bettencourt Ranch Homeowners Association – landscape design, development of specifications, plan check, construction management, and field inspection

Credentials: Bay-Friendly Qualified Professional (BFQP)
AutoCAD certified

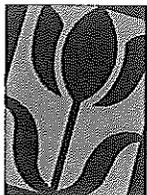
Experience:

2011–Present	Landscape Designer Dutchover & Associates, Pleasanton, CA
1988–2006	Draftsperson and Irrigation Designer Dutchover & Associates, Pleasanton, CA

Education: Diablo Valley College, Pleasant Hill, CA
University of California, Berkeley, CA

Training: Bay-Friendly Training & Qualification Program
Clean Water Program, Update on New C.3 Requirements,
New Development & Redevelopment Workshop 2011

Affiliations: Bay-Friendly Landscaping & Gardening Coalition
California Landscape Contractors Association (CLCA)



DUTCHOVER & ASSOCIATES

Landscape Architecture

1233 Quarry Lane | Suite 115

Pleasanton | CA 94566

925.462.3579 | dutchover@sbcglobal.net

www.dutchover.com



STAFF REPORT

Date: 3/9/2016

To: Honorable Mayor and City Council

CC: Bryan Montgomery, City Manager; Derek Cole, City Attorney; Kim Carmody, Acting City Clerk

From: William R. Galstan, Special Counsel *William R. Galstan*

Subject: Designating officers authorized to send notice of hearing for resolutions of necessity.

SUMMARY AND BACKGROUND

When the City Council considers beginning eminent domain actions to acquire real property, it is required to conduct a hearing in each case and adopt a "resolution of necessity". A notice is required to be given to the property owner so that the owner may appear at the hearing and speak.

State law, at Code of Civil Procedure Sec. 1245.235 provides that the "governing body", meaning the City Council, gives the notice. If read literally, this could lead to unnecessary delays because two separate Council meetings would be required: one for the Council to instruct staff to give notice on its behalf, and the next to actually consider the matter.

Typically notices of hearings are given by the City Clerk. However if the City Clerk were to give notice, and not the Council, property owners' counsel could use this technicality to challenge adoption of the resolution of necessity and create further delay.

Fortunately, the above code section, at paragraph (d) thereof, authorizes the City Council to designate another procedure for the giving of notice. Thus the attached Resolution authorizes the City Clerk and her deputies, the City Manager, the City Attorney and his deputies, and the City Engineer and his deputies, to give the notice. While such notices will, for all practical purposes

almost always be given by the City Clerk, it was felt that a bit of "overkill" might be to the City's advantage. If Council wanted to limit this authority only to the City Clerk and her deputies, the resolution could be so amended.

FISCAL IMPACT

None.

RECOMMENDATION

Adopt the Resolution designating officers authorized to send notice of hearing for resolutions of necessity

ATTACHMENT

- 1) Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY DESIGNATING OFFICERS AUTHORIZED TO GIVE NOTICE OF HEARING REGARDING RESOLUTIONS OF NECESSITY

WHEREAS Code of Civil Procedure Sec. 1245.235 requires that the "governing body" of a local entity give notice of intention to adopt resolutions of necessity when considering the exercise of the eminent domain power; and

WHEREAS strict compliance with this provision could result in unnecessary delays, consuming one agenda item for the City Council to give notice and an agenda item at a subsequent meeting to consider resolutions of necessity; and

WHEREAS Code of Civil Procedure Sec. 1245.235(d) authorizes the governing body to adopt other procedures for issuing notice of such hearings, as long as the other requirements of notice content and property ownership are met;

NOW, THEREFORE, BE IT RESOLVED that the following officers are hereby authorized to give notice of hearings to consider adoption of resolutions of necessity: City Manager, City Attorney and his/her assistants or Special Counsel, the City Clerk and his/her deputies, and the City Engineer and his/her assistants.

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

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

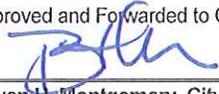
ATTEST:

Libby Vreonis, City Clerk

Kevin Romick, Mayor

STAFF REPORT

Date: Tuesday, March 22, 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: Adopt a resolution authorizing the City Manager to pay Sizemore Construction, Inc. for emergency storm drain repairs

Introduction

On March 3, 2014, the City Council adopted Resolution No. 19-14 which approved On-call services agreements with TerraDan Construction, Inc., J. W. Backhoe & Construction, Inc. and Duran & Venables, Inc. for maintenance and repairs of City infrastructure. During the time since the approvals, City Staff has successfully and efficiently handled a variety of repairs, using these contractors, including repairing sinkholes in streets, replacement of damaged guard rails, repaired plugged and damaged storm drain pipes and many other items.

Since approval of the agreements, TerraDan Construction, Inc. (TerraDan) closed down and Tommy Sizemore, one of the Principals of TerraDan, started his own construction business here in Oakley. Mr. Sizemore had been the contact person and the project manager on all projects handled by TerraDan during this period, so all projects with TerraDan were transferred to Sizemore Construction, Inc. (Sizemore).

Background and Analysis

On Thursday, February 18, 2016 Staff was notified by Contra Costa Water District (CCWD) that a CCWD crew had encountered a problem with a City storm drain line while attempting to repair a CCWD water line in the rear yard of 3015 Torre Ramel Lane. Staff met onsite with the CCWD crew and observed the 24" diameter concrete water line crossing over and running approximately 7.5" inside the top of the 36" diameter plastic (High Density Polyethylene) storm drain pipe with a portion top of the 36" pipe cut out. The CCWD crew had removed some concrete that had been placed around the two pipes to seal the hole and the hole was plainly visible.

City staff quickly realized that repairs to the storm drain pipe had to be started and completed as soon as possible since there was a clear possibility that residents rear yards were in danger of flooding if a significant amount of rain fell before work was completed.

Over the next several days, a plan was developed for the repair of the 36" storm drain pipe and to coordinate the work between Staff and the CCWD crew. Sizemore

started work immediately and had crews working over the weekend and nights until the storm drain pipe was repaired. By Thursday, February 25th the repairs were completed on both pipes as the result of all parties working cooperatively and efficiently during the week.

City staff continually monitored and inspected the work being performed by Sizemore for the duration of the project.

The order of work included dewatering the pipeline which required clearing some trees and brush in the stream that the pipe drains to, constructing a small, temporary dam and setting up pumps to move the water past the dam. The pumps ran 24/7 all weekend and through Wednesday before they were shut down.

Once the pipeline was dewatered, a trench was excavated upstream from the crossing of the CCWD pipe and the top of the pipeline was exposed. A section of the top of the pipe was opened to permit the slipping of the new 24" pipe in, and about 75' of the new line was installed.

The final step was to pump concrete into the 36" pipe around the 24" pipe in both the locations where the pipes crossed, as well as where the top of the pipe was exposed. The concrete was placed to seal around the new pipe to keep water in and dirt out.

After this was completed, the excavation upstream of the pipe crossing was filled with dirt and graded back to its original condition.

During this period, discussions occurred between all of the people involved and it was determined that the concrete waterline pipe had been installed first, in the 1950's, and the HDPE water pipe came later. For some reason, possibly insufficient slope, the storm drain pipe was too high to cross under the so the contractor cut out the top to be able to raise it. It was also established that the storm drain pipe was installed before Oakley incorporated, so the work was done while it was still in the County.

Summary

City staff, Sizemore personnel and CCWD personnel were able to work together cooperatively and quickly to develop a repair plan that was satisfactory to both agencies and to complete the repairs within a very short time frame.

Fiscal Impact

The construction cost for this emergency storm drain repair project will be paid for from the City's Storm Drain Fund that is designated for Storm Drain related projects. Since the City Manager has authorization for paying emergency expenditures up to \$25,000, this item is presented to the City Council for authorization of payment. The cost for repair work is \$86,729.12.

Recommendation

Staff recommends that the City Council adopt the resolution authorizing the City Manager to pay the invoice from Sizemore Construction, Inc. in a total amount of \$86,729.12, for the storm drain repair at 3015 Torre Ramel Lane.

Attachments

1. Resolution
2. Pictures

RESOLUTION NO. XX-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING
THE CITY MANAGER TO PAY SIZEMORE CONSTRUCTION, INC. FOR
EMERGENCY STORM DRAIN REPAIRS**

WHEREAS, On March 3, 2014, the City Council adopted Resolution No. 19-14 which approved an on-call services agreement with TerraDan Construction, Inc., for maintenance and repairs of City facilities; and

WHEREAS, Sometime after approval of the on-call services agreement, TerraDan Construction, Inc. (TerraDan) closed down, Tommy Sizemore, one of the principals of TerraDan, started his own construction business here in Oakley called Sizemore Construction, Inc. (Sizemore) and all projects with TerraDan were transferred to Sizemore Construction, Inc.; and

WHEREAS, On Thursday, February 18, 2016, Staff was notified by Contra Costa Water District (CCWD) that a CCWD crew had encountered a damaged City storm drain pipe while attempting to repair a CCWD water line in the rear yard of 3015 Torre Ramel Lane; and

WHEREAS, Also on February 18th, City Staff met with CCWD staff onsite, a plan was developed for the repair of the storm drain pipe and to coordinate the work between Staff and the CCWD crew; and

WHEREAS, Also on February 18th, City Staff met with Sizemore, discussed how to make the necessary emergency repairs to the storm drain pipe and directed Sizemore to commence dewatering operations needed to be able to perform the repair work; and

WHEREAS, Dewatering operations continued 24 hours/day over the weekend and through Wednesday, February 24 while a new pipe was installed inside the existing damaged pipe and sealed inside with pumped concrete; and

WHEREAS, On Thursday February 25th, emergency repair work was completed on both the City's storm drain pipe and CCWD's water pipe; and

WHEREAS, The construction cost for this emergency storm drain repair project is \$86,729.12 and exceeds the \$25,000 limit the City Manager can authorize for paying emergency expenditures.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is authorized to approve payment of \$86,729.12 to Sizemore Construction, Inc. for the completed emergency repair work to the City's storm drain pipe at 3015 Torre Ramel Lane.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 22th day of March 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date



The CCWD water pipe is on top of the storm drain pipe and the hole in the storm drain pipe is partially visible.



The CCWD water pipe has been partially removed and the hole in the storm drain pipe is visible on both side of the water pipe.



The new section of water pipe is in place as is the new storm drain pipe inside of the old pipe.



The crew is pumping concrete into the space inside the old storm drain pipe to seal it with the new pipe inside.



This is a short piece of the new 24" pipe that was placed inside the existing storm drain pipe.



STAFF REPORT

Date: Tuesday, March 22, 2016
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer
SUBJECT: Creating Zone 156 within the Oakley Special Police Tax Area for Tentative Parcel Map 03-15 (Pagano)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On December 8, 2015 the City Council adopted Resolution 148-15 approving the Tentative Parcel Map 03-15 (Pagano) (Assessor Parcel No. 032-020-014), to subdivide one 18.65-acre parcel into three 1.0-acre lots and one 15.04-acre lot with approximately 0.61 acres dedicated to widening East Cypress Road. The subdividing of this 18.65-acre parcel was consistent with the City's General Plan Land Use Designation of Agricultural Limited which allows for a maximum density of 1.0 dwelling unit per acre.

The Conditions of Approval for Tentative Parcel Map 03-15 (Pagano) requires 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 Tentative Parcel Map 03-15 (Pagano) has requested that the City assist with annexing Tentative Parcel Map 03-15 (Pagano) 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 156 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 April 26, 2016, which shall be conducted by the City Clerk via a mail ballot election. The vote will then be ratified at the May 10, 2016 regular City Council meeting, and the ordinance will take effect at that time assuming a favorable vote.

Fiscal Impact

There will be no financial impact to the City's General Fund. The applicant has funded all costs associated with the annexation of Zone 156 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 156 would generate \$3,415.44 (in FY 2015-16 dollars) annually. The pro-rated portion of the FY 2015-16 taxes which will be hand billed is estimated to be \$475.92. Commencing in FY 2016-17, the taxes will be collected on the property tax rolls.

Recommendation

The conditions of approval for Tentative Parcel Map 03-15 (Pagano) require the property owners to augment police services. Adoption of this resolution and ordinance will set an election to be held on April 26, 2016. The election will then be ratified at the May 10, 2016 regular City Council meeting. Staff recommends that the City Council:

1. Adopt the Resolution creating Oakley Special Police Tax Zone 156 for Tentative Parcel Map 03-15 (Pagano); 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 156 within the Oakley Special Police Tax Area for Tentative Parcel Map 03-15 (Pagano), and introduce the Ordinance establishing a special tax for police protection.

Attachments

- 1) Resolution Creating Oakley Special Police Tax Zone 156
 - 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 156
WITHIN THE OAKLEY SPECIAL POLICE TAX AREA FOR TENTATIVE PARCEL
MAP 03-15 (PAGANO) 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 156 (Zone 156) which consists of Assessor Parcel No. 032-020-014 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 156; and

WHEREAS, the City recognizes the need for increased police protection services within Zone 156 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 December 8, 2015 the City Council adopted Resolution 148-15 approving the Tentative Parcel Map 03-15 (Pagano), to subdivide one 18.65-acre parcel into three 1.0-acre lots and one 15.04-acre lot with approximately 0.61 acres dedicated to widening East Cypress Road. The subdividing of this parcel was consistent with the City's General Plan Land Use Designation of Agricultural Limited which allows for a maximum density of 1.0 dwelling units per acre. The Conditions of Approval for Tentative Parcel Map 03-15 (Pagano) 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 Tentative Parcel Map 03-15 (Pagano) has requested that the City assist with annexing Tentative Parcel Map 03-15 (Pagano) 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 156 is a person who owns real property within Zone 156 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 156 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 156 by a mail ballot election, to be held on April 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 156 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 156 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. ___.

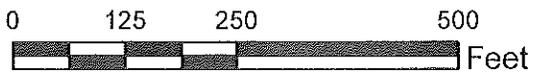
PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the March 22, 2016 by the following vote:

EXHIBIT A - PROPOSED BOUNDARY MAP
CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 156
CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

Cypress Road

APN 032-020-014

Knightsen Avenue



Legend

-  Zone 156 Boundary
-  Parcel Lines

CITY OF OAKLEY

ORDINANCE NO. ___-16

**AN ORDINANCE OF THE CITY OF OAKLEY ESTABLISHING
OAKLEY SPECIAL POLICE TAX AREA ZONE 156 WITHIN
THE OAKLEY SPECIAL POLICE TAX AREA FOR A SPECIAL
TAX FOR POLICE PROTECTION SERVICES FOR TENTATIVE
PARCEL MAP 03-15 (PAGANO)**

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 156 (Tentative Parcel Map 03-15 (Pagano)) (Assessor Parcel No. 032-020-014) 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 156.

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. 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 police personnel.

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 156 (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 156 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 April 26, 2016 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2015. 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 March 22, 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk

EXHIBIT A - PROPOSED BOUNDARY MAP
CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 156
CITY OF OAKLEY
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

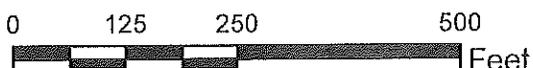
Cypress Road

APN 032-020-014

Knightsen Avenue

Legend

-  Zone 156 Boundary
-  Parcel Lines



City of Oakley
Police Services Special Tax (P-6)
FY15-16 SCHEDULE OF RATES

EXHIBIT B

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



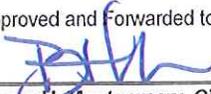
STAFF REPORT

Date: Tuesday, March 22, 2016

To: Bryan H. Montgomery, City Manager

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

Subject: Authorize the City Manager to execute an agreement for traffic engineering services with TJKM Transportation Consultants, to provide contract traffic engineering services for the City of Oakley related to private development projects on an on-call basis from April 1, 2016 through June 30, 2018

Approved and Forwarded to City Council:

Bryan H. Montgomery, City Manager

Introduction

Traffic Engineering is a key component of private development projects in the City of Oakley. Having a key Traffic Engineering component helps ensure that all projects (Residential, Commercial, and Industrial) are processed and approved in compliance with the City's General Plan, ordinances, and laws. Understanding the demands placed on the community's transportation network by these developments is an important dimension of assessing the overall impacts of development.

The City of Oakley Public Works and Engineering Department provides a cursory review of the traffic improvement plans related to private development projects, to ensure that projects are built to standards and specifications. Development projects have increased and the ongoing review of traffic signal, signing, striping, and traffic handling plans need further detailed review by design experts of traffic engineering. It is imperative that we increase the level of sophistication in our traffic engineering plan reviews to keep up with our developing community and industry standards.

Background and Analysis

As the City continues to grow with the construction of private development projects, the demand to provide detailed traffic engineering services increases to ensure the development projects that are designed and constructed meet standards and specifications; in addition to being in conformance of the City's traffic model that evaluates the cumulative traffic impacts of development projects in Oakley.

TJKM Transportation Consultants is a premier engineering firm with over 40 years of experience in transportation and traffic engineering in the Bay Area and

have extensive experience working with various municipalities providing on-call traffic engineering services and have worked successfully in the past for City of Oakley projects.

Fiscal Impact

There is no fiscal impact as result of these on-call services since the costs associated with the agreement will be supported by developer deposits for time and materials expended for the project.

Conclusion

Staff recommends that the City Council adopt the resolution authorizing the City Manager to execute an agreement for Traffic Engineering services with TJKM Transportation Consultants for plan review services.

Attachments

- 1) Resolution
- 2) Scope of Services and Proposal from TJKM Transportation Consultants

RESOLUTION NO. ___-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE THE
AGREEMENT WITH TJKM TRANSPORTATION CONSULTANTS FOR ON-
CALL TRAFFIC ENGINEERING SERVICES**

WHEREAS, the City of Oakley's Public Works and Planning Departments commonly use consultants to conduct in-depth review of private development projects; and

WHEREAS, the volume and complexity of private development projects have increased especially in areas of traffic engineering; and

WHEREAS, TJKM Transportation Consultants, is the premiere traffic engineering firm in the bay area with expertise in municipal traffic and transportation engineering; and

WHEREAS, the costs associated with the agreement for on-call traffic engineering services will be supported from deposits provided by developers, TJKM Transportation Consultants will be compensated based on actual time and materials expended; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley hereby authorizes the City Manager to execute an agreement with TJKM Transportation Consultants for on-call traffic engineering services commencing April 1, 2016 to June 30, 2018.

BE IT FURTHER RESOLVED AND ORDERED, if at the end of the term the services have been performed satisfactorily, the City Manager has the discretion to approve an extension of the agreement to June 30, 2019 under the same terms as the original agreement

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 22nd of March, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

ATTEST:

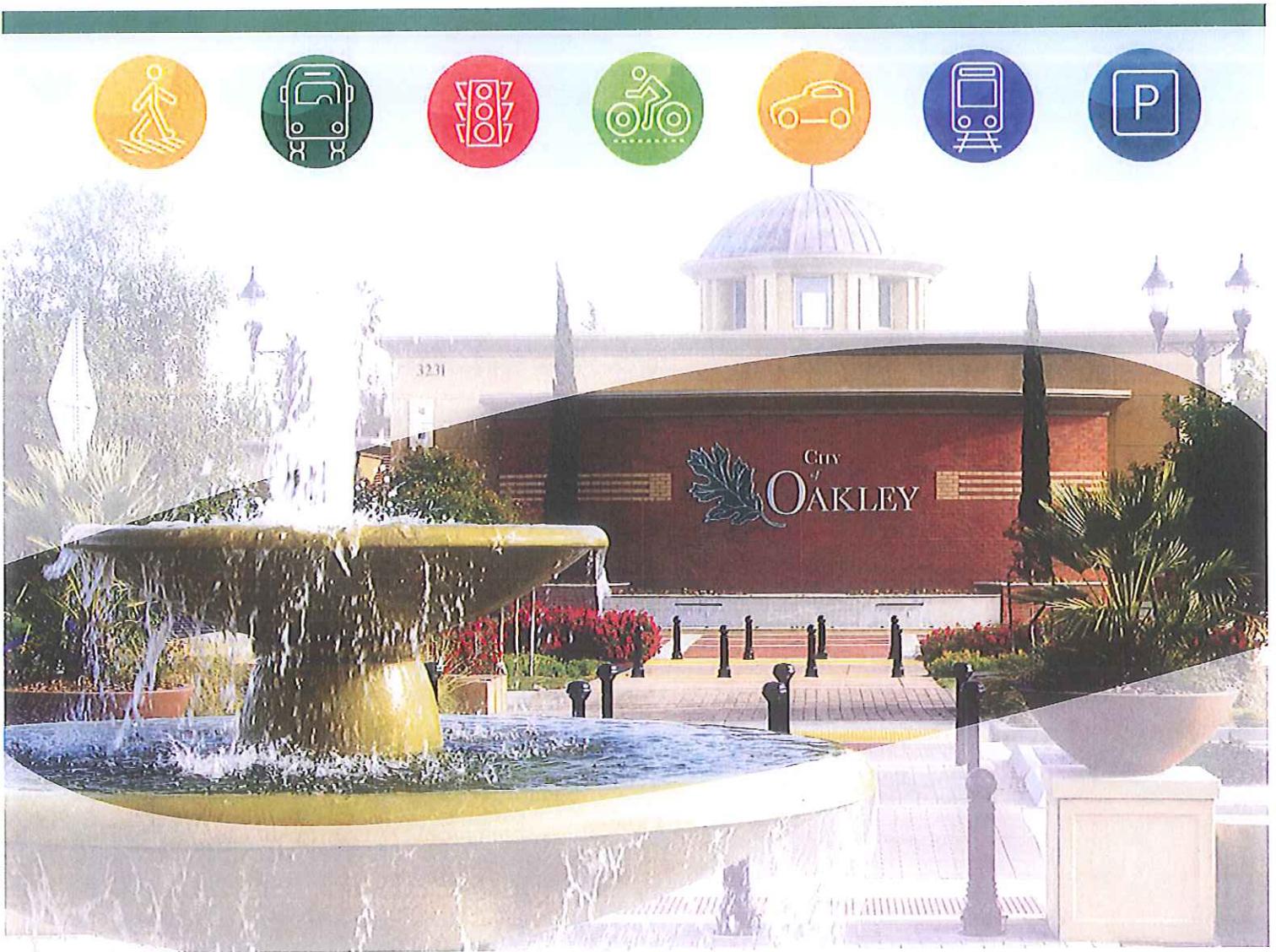
Kevin Romick, Mayor

Libby Vreonis, City Clerk

Date

Proposal for the City of Oakley On-Call Traffic Engineering, Transportation Planning & Traffic Operations Services

March 2, 2016





VISION THAT MOVES YOUR COMMUNITY

March 2nd, 2016

Mr. Kevin Rohani
Public Works Director/City Engineer
City of Oakley

Subject: *Statement of Qualifications for On-Call Transportation Engineering, Transportation Planning, and Traffic Operations Services*

Dear Mr. Rohani:

Thank you for selecting TJKM Transportation Consultants to provide professional services to the City of Oakley for Transportation Engineering, Transportation Planning and Traffic Operations disciplines on an On-Call basis. Our team has expertise in transportation studies for development proposals, traffic safety analysis, traffic control analysis and recommendations, traffic signal system design (isolated intersections and systems), signal timing, peer review, bicycle and pedestrian-related studies, and overall day-to-day traffic engineering that occurs in cities such as Oakley.

TJKM Transportation Consultants is a traffic engineering and transportation planning firm located in Pleasanton, Fresno, Sacramento, and Santa Rosa, California. For 40 years, TJKM has been involved with all aspects of transportation planning and traffic engineering to improve the quality of life for many communities within the Bay Area, including the City of Oakley. We have provided on-call services in the field of transportation engineering, transportation planning and traffic operations to numerous jurisdictions throughout the State of California. Many of TJKM's key staff proposed for this contract have been traffic engineers for various public agencies and are currently managing on-call contracts with other Bay Area cities. TJKM specializes in multi-year, "on-call" types of contracts with California public agencies. The depth of TJKM's in-house resources and specialists gives us the necessary skills and knowledge that will ensure we meet the City of Oakley's needs in all of the transportation projects assigned to us.

Our proposed Project Manager Ruta Jariwala, T.E., P.E., is currently serving as Project Manager for Signal Coordination, and Peer Review of Signal Design in the City of Oakley. She will be the City of Oakley's primary contact throughout the consultant selection process and is our designated Project Manager.

Again, thank you for considering TJKM Transportation Consultants for the City of Oakley's transportation engineering, transportation planning and traffic operation needs. If you have any questions, please call me, at (925) 264-5023 or on my cell (408) 421-0768. You may also reach us via email at

rjariwala@tjkm.com

We look forward to hearing from you regarding consultant selection and assisting the City of Oakley again.

Very Truly Yours,
TJKM Transportation Consultants

Ruta Jariwala, T.E., P.E.
Principal

PLEASANTON ♦ SAN JOSE ♦ SANTA ROSA ♦ OAKLAND ♦ SACRAMENTO ♦ FRESNO

Corporate Office: 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588

Phone: 925.463.0611 Fax: 925.463.3690 www.TJKM.com

DBE #40772 ♦ SBE #38780

GENERAL INFORMATION

FIRM DESCRIPTION

TJKM Transportation Consultants founded in 1974, is a traffic engineering and transportation planning, firm that provides professional services throughout Northern and Central California. TJKM currently has a staff of 28 employees with offices in Pleasanton, San Jose, Fresno, Sacramento, and Santa Rosa. For over 40 years, more than 3,500 satisfied Clients have entrusted TJKM with their critical work. We serve a full-range of Clients, including municipalities, congestion management agencies, metropolitan planning organizations, transportation agencies, private developers, other consulting firms and attorneys. TJKM has been involved in more than 8,000 transportation projects throughout California, and averages 240 new projects each year. TJKM's primary service categories include traffic engineering design (including PS&E), transportation planning, traffic operations, corridor studies, intelligent transportation systems (ITS), traffic safety and multimodal studies. Our motivation comes from satisfying Clients' objectives and improving communities. TJKM has a strong roster of both public and private sector Clients and continually builds upon this base.

While we have served both public and private Clients throughout California and into Nevada, our experience is broadest in the San Francisco Bay Area and San Joaquin Central Valley. Many of our engineers have also worked on the public side of the desk for years as municipal engineers, developing superior skills in collaborating with the public and city councils and more importantly, crafting excellent relationships with the right people.

TJKM fosters an atmosphere of professional growth and higher learning. Our engineers are encouraged to become active in professional organizations; indeed all of our engineers are members of one or more premier transportation societies, and many serve in key leadership roles. The commitment to you, our Client, makes our teamwork and our company thrive. TJKM Transportation Consultants is a disadvantaged and small business enterprise, DBE #40772 and SBE #38780.

FULL SERVICE TEAM

The TJKM Team offers the experienced transportation planning and design, traffic operations, traffic engineering and Intelligent Transportation Systems team in California. Our skills and depth of resources have been proven by the successful completion of hundreds of traffic engineering projects for local agencies, cities, counties, metropolitan transportation agencies, congestion management authorities and Caltrans.

TJKM commits a dedicated staff of seasoned, experienced traffic experts who have demonstrated capabilities to meet the technical, managerial, and schedule challenges to be encountered during this On-Call services task orders. The Team proposed by TJKM is not only unparalleled in each of these areas, but has consistently demonstrated the creativity to develop innovative design approaches to meet project's challenges efficiently. The TJKM Team's extensive experience includes many state and city projects, as well as direct experience with As-Needed Traffic Engineering Services contracts. The TJKM Team is uniquely qualified to meet all of the City of Oakley goals and objectives on any assignment, as demonstrated by the following facts that show the advantages the TJKM Team will bring to the City of Oakley:

The TJKM Team.....

- ▶ Has an ideally suited Project Manager
- ▶ Has successfully completed numerous traffic engineering projects throughout the Bay Area and California
- ▶ Is available and committed to the successful completion of task assignments
- ▶ Has a strong reputation for competence and quality
- ▶ Successfully provided As-Needed Traffic Engineering Services to numerous jurisdictions throughout the State of California

As a full-service, multi-disciplinary organization, the TJKM Team offers expertise in the following areas:

- ▶ Traffic Impact & Parking Studies
- ▶ Development and Site Plan Review
- ▶ Traffic Calming
- ▶ Congestion Management Program (CMP) Intersection Analyses-LOS Monitoring
- ▶ Pedestrian and Bicycle Access and Safety
- ▶ Safe Route to School (SRTS)
- ▶ Pedestrian and Bicycle Planning
- ▶ Complete Streets
- ▶ On-Street and Off-Street Parking
- ▶ Feasibility Studies
- ▶ Environmental Impact Studies
- ▶ Programming and Grant Application
- ▶ Government Agency, Review and Coordination
- ▶ Traffic Safety Systems
- ▶ Roadway Improvements
- ▶ Public and Staff Meeting Facilitating
- ▶ Traffic Signals and Intelligent Transportation Systems
- ▶ Traffic Signal Timing and Coordination
- ▶ Transportation Demand Management (TDM)
- ▶ Intelligent Transportation Systems
- ▶ Incident Management
- ▶ Communication Systems
- ▶ Traffic Modeling
- ▶ Traffic Simulation
- ▶ Construction Support Services
- ▶ Design Criteria, Schematic Design and Alternatives
- ▶ Project Phasing, Scheduling and Estimating
- ▶ Plan, Specifications and Estimate Preparation
- ▶ Transit Priority and Bus Rapid Transit
- ▶ Transit Modeling and Simulation Travel Demand Modeling and Forecasting

UNDERSTANDING OF ON-CALL CONTRACTS

The TJKM Team provides the City with the full range of traffic engineering capabilities necessary to address the many and varied requirements of this on-call services contract. Our approach to providing the required services is focused on adequately responding to the following key points:

- ▶ **Ensure a Staffing Capacity With the Necessary Range of Expertise and Experience.** Our proposed team has provided services in the fields of traffic engineering, transportation planning, operational analysis and Intelligent Transportation Systems. The experience offered by TJKM Team includes numerous local examples of traffic engineering relevant to this contract. Our proposed team has demonstrated the ability to successfully manage both large and small projects and resolve issues through a proactive management process throughout California and United States.
- ▶ **Provide Experienced Project Manager and Task Leaders.** The TJKM Team is comprised of highly qualified individuals with extensive project management experience. Ms. Ruta Jariwala, PE, TE, has over 16 years of expertise include corridor studies, context sensitive roadway design, traffic impact and parking studies, circulation plan, safety audits, traffic calming, and general plan roadway policies and programs. She will serve as overall Contract Manager, providing a single point of contact for the City of Oakley. Our proposed team also includes task leaders with extensive experience in their field of expertise. Our proposed team has worked together on numerous projects and successfully delivered the projects on time and within budget.
- ▶ **Understand City's Policies and Standards.** Our local presence and ongoing involvement in the region's transportation and engineering projects, combined with our extensive national experience in conducting traffic studies and design work, gives the TJKM Team the knowledge and in-depth experience to efficiently complete task assignments. Our team members are very familiar with the City's Policies and Standards.
- ▶ **Ensure Responsiveness to both City Needs and Project Issues.** With our available resources, TJKM can provide the level of responsiveness needed by the City of Oakley. Our staff is adept to meeting client needs and being very responsive. The TJKM Team will develop an individualized approach to each assignment, specifically designed to the unique project issues and requirements. This, combined with an active project management and team-oriented approach, will ensure the delivery of timely, high-quality assignments.
- ▶ **Ensure Availability and Interest in the Projects.** The TJKM Team has dedicated traffic engineers who will be available to meet the City of Oakley needs in being responsive and providing timely quality products. Our staff is adept at taking ownership in the projects they work on. This positive attitude provides a very high level of interest and assures the City of Oakley a quality work product.
- ▶ **A Sound Approach.** The TJKM project management approach has been consistently demonstrated to be effective through the success of past and current projects to be an effective manner in which to conduct on-call service contracts. Our approach to project management is characterized by three basic responsibilities:
 - Ensure that each project assignment is completed on time;
 - Ensure that the assignment is completed within budget; and
 - Ensure that the assignment is completed with a high degree of quality and innovation.

WORK APPROACH

Our general approach for any task order, assigned to TJKM Team as part of the On-Call Contract is summarized below.

Successful completion of task orders requires three elements that our team provides special emphasis on:

- ▶ Proactive project management in close coordination with the client's staff;
- ▶ Thorough understanding of regulatory requirements, coupled with informal agency consultation early in the project to ascertain specific permitting permutations and agency attitudes; and
- ▶ Careful and continuous assessment of the schedule so that tasks in the critical path are completed at the appropriate point in the project.

Our experience indicates that projects are most successful when clients and regulatory agencies coordinate closely when preparing a project description and while establishing the appropriate scope for and timing of technical studies. Our role as the City of Oakley technical on-call traffic consultant will be to focus on providing support and coordination to successfully fulfill technical studies, including sound scope development and schedule requirements. This approach relies upon strong leadership by Ms. Ruta Jariwala and the Task Leaders, who are thoroughly familiar with regulations pertinent to each discipline, with the understanding that permitting requirements often drive the project schedule. Understanding the project's critical path enables Ruta to focus technical efforts, thereby maintaining cost efficiency and overall schedule.

The TJKM approach to successful completion of each task relies on a careful assessment of the likely technical and regulatory requirements of the project, and formulation of the appropriate team for the task. The size and structure of the task is tailored to meet the project schedule, and is designed to be of sufficient depth to provide flexibility with the flow of project demands. For each task order, Ruta will consult with the City of Oakley Project Manager to develop an appropriate scope and staffing matrix for each task. At that point, a detailed work plan will be established in consultation with City of Oakley, and the schedule adjusted as necessary to meet the needs of the task through intensification of efforts in specific areas.

Our role for this on-call contract, as an on-call traffic consultant, is to assist the City of Oakley in delivering projects. To accomplish this objective, the TJKM Team assigned to a specific task or technical study will work closely with Ms. Jariwala and, as needed, the City of Oakley Project Manager and planning and engineering staff, to identify important issues and develop an effective approach for addressing those issues. Close teamwork between City of Oakley staff and our technical team will enable issues of public and agency concern to be evaluated to an appropriate level of detail. For each assignment, our general approach is as follows:

Initiation of Work Assignments - The City of Oakley Project Manager will notify Ms. Ruta Jariwala of a proposed or possible task assignment. Based on the type of work involved, Ruta will identify one or more choices of team for the assignment, and provide these recommendations to the City of Oakley. She will be available to meet with the City of Oakley Project Manager, to discuss the team for the assignment and make necessary changes based on the input received.

Preparation of Work Plans and Initiation of Task Orders - The City of Oakley task order will provide the proposed study objectives and expectations, including any specialized needs and schedule requirements. TJKM will work with the City of Oakley Project Manager to confirm the requirements, and refine or clarify assumptions or expectations, including needed information from the City of Oakley. TJKM will coordinate with the City of Oakley to achieve approval of the task order, and no work will proceed until the task order is signed and a notice to proceed is issued. As appropriate, a work plan will be developed at the initiation of the task order, or the task order itself will function as the work plan. A project schedule will be developed

that identifies key milestones, including delivery dates and incorporation of City of Oakley review times, and if applicable other regulatory agency review periods.

Monitoring Progress of Assignment - Objective-based performance monitoring is a highly visible activity on our projects. The budget and schedule for tasks identified in the Work Plan for each task order will be entered into our in-house, accounting system that allows both Ruta and the Task Order Leaders to monitor budget and schedule performance. Coordination may include scheduled technical briefings with City of Oakley staff. Progress reports for each assignment under this contract will be prepared monthly.

Deliverables - As assigned deliverables are prepared, they will receive an independent, documented technical and peer review by qualified in-house staff. Following the peer review, documents will be provided to the City of Oakley for review. City of Oakley comments will be addressed and incorporated into the draft deliverable(s). TJKM uses comment matrices to list each comment and how and where it was addressed. These comment matrices provide an additional documentation of the QA/QC process. As appropriate, documents will be provided in paper and electronic formats in accordance with the contract/task order.

Outlined below are typical processes we will follow for each of the project areas identified by the City of Oakley.

1. **Traffic Impact Studies for Environmental Documents** – TJKM will adhere to the requirements of City of Oakley for conducting traffic impact studies within the City of Oakley. This will enable TJKM to prepare studies that use a standard and accepted methodology and satisfy all of the City of Oakley' criteria. The referenced document is quite specific and dictates what needs to be addressed, along with applicable standards, in a traffic impact study. TJKM will first participate in a meeting with the City of Oakley to obtain the details of the project being proposed and to work through the specific requirements of the particular traffic study.
2. **Traffic Calming Studies and Design** – TJKM recently conducted a comprehensive traffic calming program for the Willows Neighborhood in the City of Menlo Park in which strongly divergent opinions were held by various members of the neighborhood. TJKM recommended a plan that was accepted by the City. In a potential City of Oakley scenario, TJKM might investigate the need for neighborhood traffic calming and recommend a plan for community discussion and potential adoption.
3. **General Transportation and Planning** – TJKM has two major advantages in this area. First, we have an extensive background in on-call transportation work with dozens of public agencies that has provided our team with extensive experience on various types of transportation projects. We have successfully completed traffic analyses for dozens of Specific and General Plans, so we understand these processes very thoroughly. Secondly, most of the key staff members on TJKM's proposed City of Oakley team have experience within municipal government. This invaluable background allows us the approach projects from a practical, not theoretical, basis. Our approach includes but is not limited to: collecting existing data, validating future conditions, conducting analyses, developing the infrastructure needs and providing recommendations.
4. **Traffic Operations** – With our background as City Traffic Engineers, this is an area with which we are very comfortable. Again, the starting point is gathering traffic data including counts, delay, collision reports, travel time, etc. Our work could include evaluating levels of service at intersections and along roadway sections, preparing detailed traffic simulation analyses of intersections, roundabouts and freeway interchanges, evaluating the need for upgrading geometric design, and examining the need for revised roadway signing, striping and markings.

5. **Traffic Signal Design** – TJKM has prepared more traffic signal designs than any firm in Northern California because of our large staff devoted to this practice and having prepared signal designs during our entire 41 year history. On our signal design projects, we inventory existing conditions, develop base maps and prepare plans, specifications and estimates for traffic signals at 35%, 60%, 90% and Final.
6. **Traffic Signal Timing and Review** – TJKM is one of the firms selected by MTC to provide professional services under the Program for Arterial Signal Synchronization project. We have completed signal retiming for over 1,000 signalized intersections annually for the past several years. Our approach on signal timing projects is to collect existing data, develop a model for existing conditions, evaluate signal timing parameters, optimize signal timings, and implement and fine-tune optimized timing plans.
7. **Intelligent Transportation Systems** – Our Team is recognized worldwide for transportation planning and design capabilities and we have worked with many agencies to improve the efficiency of surface transportation systems through the planning, design, operation, and maintenance of Intelligent Transportation Systems (ITS). Our Team members have gained significant experience in the design and development of ITS systems during the last nine years. Through our work, we have developed a process that provides efficient ITS design through a multi-leveled approach, which addresses each element from concept and communications technology to implementation. Our Team members have successfully applied this approach to several similar projects throughout the nation, tailoring each project to our client's needs. On our ITS design projects, we inventory existing conditions, develop base maps and prepare plans, specifications and estimates for traffic signals at 35%, 60%, 90% and Final.
8. **Multimodal Planning and Design** – TJKM has incorporated bike and pedestrian planning and design in many of its projects. TJKM has prepared trail designs, and trail/roadway intersection designs, along with elaborate Class II bicycle facilities along major streets and at intersections. Based on the individual project, TJKM frequently inventories existing bicycle and pedestrian volumes as a part of multimodal planning studies and design projects, analyzes impacts, develops recommendations and alternatives, conducts outreach and prepares deliverables.
9. **Safe Routes to School** – TJKM has evaluated bicyclist and pedestrian safety and designed improvements as part of numerous Safe Route to School projects, and our staff is highly cognizant of the dynamics of school route safety through our experience as city traffic engineers. We understand the characteristics of school-age children, as well as the often limited resources available to implement improvement measures. We strive to balance competing priorities and recommend safety measures that can be implemented in both the short and long term. We work with all project stakeholders to build consensus on improving safety for all students traveling to and from schools. Our typical approach on Safe Routes to School projects includes meeting with school stakeholders, collecting background data, field inventory of existing infrastructure, conducting walking/bicycling audits, and identifying operational and physical improvement measures.
10. **Transportation Demand Management (TDM)** – To provide a recommendation to the City of Oakley on development and implementation of a TDM program, TJKM would start by surveying the TDM programs in other Northern California jurisdictions, and present a summary of those programs for review and discussion with the City of Oakley staff. During this process, we expect to develop an understanding of the priorities for various potential elements of a TDM program, highlighting measures that best match the City of Oakley' needs or provide early opportunities for measurable success, and noting any measures that appear problematic for City of Oakley. TJKM would also: take stock of any existing TDM programs and services, which may be available through the City of Oakley, or large employers; identify key community groups that could help support TDM measures; and investigate opportunities for education and social network marketing to the public.

11. **Traffic Forecasting** – TJKM will use the latest version of the City’s or County’s Travel Demand model to determine future volumes and to help in determining traffic distribution of proposed projects. If appropriate, TJKM has the capability to update the model itself, should that be a potential assignment from the City of Oakley. In using the model for traffic impact studies, TJKM might suggest refining either the roadway network or the traffic analysis zone (TAZ) structure, if appropriate for the project. TJKM will examine the land use in the relevant zone(s) and make adjustments as required based on the proposed project’s land use and its conformance to the land use already contained in the model.
12. **Grant Applications** - TJKM is very knowledgeable regarding the many sources of grant funding available to cities through MTC, Caltrans, VTA (Congestion Management Agency), and other sources, and what’s needed to prepare successful grant applications. After meeting with the City of Oakley staff to gain a thorough understanding of each project for which grant funds are desired, TJKM would conduct field investigations, develop design concepts, and prepare drawings and cost estimates for the proposed improvements as needed to support the grant applications. If required for a particular grant application, such as for TDA Article 3 funds, TJKM would prepare detailed plans (e.g. signing and pavement delineation plans to add bike lanes) as appropriate to successfully qualify the project as “construction-ready.” TJKM would be available to complete all of the work on grant applications to meet any tight deadlines set by the funding agency. If the selection process includes oral presentations, TJKM’s Project Manager would present the City of Oakley’ proposed projects to the selection panel. Using this approach, TJKM has successfully obtained grant funding for multiple projects on behalf of our municipal clients.
13. **Public Hearings, Meetings and Workshops** – TJKM has a combined total experience in this area of about 70 years, including involvement in many meetings and hearings involving substantial areas of conflict among the participants. We are very comfortable in this setting. In most cases, Project Manager Ruta will attend public hearings as requested by the City.

PROJECT MANAGEMENT PLAN

The TJKM project management plan that will be used on these projects is based on proven management and administrative systems developed to enhance communication among the City of Oakley, the TJKM project manager and team members, and other affected agencies. This management approach has been used successfully on numerous projects throughout California. The TJKM project management plan has the following elements:

WORK PLAN

It is a TJKM policy to prepare a Work Plan for all projects, large and small. Upon receipt of a Notice-to-Proceed, we will prepare, in consultation with the City of Oakley, an overall project work plan that includes detailed work elements for each team specialty. A TJKM work plan typically includes: definition of the project purpose, task objectives, scope of services, staffing, coordination requirements, deliverables, budget, schedule, and monitoring and reporting procedures.

COORDINATION AND COMMUNICATION

Frequent and effective communication among the City of Oakley, other local jurisdictions (as agreed with the City of Oakley), and the TJKM Team is needed to maintain the project schedule and ensure a quality product. The key to our success is an integrated team approach. Our goal is "no surprises" and a partnership that has common understanding and expectations every step of the way. Ms. Ruta Jariwala, our proposed project manager, will maintain close communication with the City of Oakley' Project Manager by personal contact, telephone, written communications, and meetings. Our project manager strongly believes in the necessity and benefit of scheduled monthly progress meetings. Most of the tasks, other than fieldwork, will be performed in the TJKM Pleasanton Office, however, as needed, staff can provide the services in the City of Oakley as needed. Ruta, as well as other key team members, will meet with City of Oakley' Project Manager monthly to discuss project issues, status, schedule, budget and invoicing items. This will ensure that our "no surprises" goal is maintained and the City of Oakley is thoroughly aware of all aspects of the project.

The TJKM Team will maintain regular contact with the City of Oakley staff to ensure clear communication on project tasks, products, meetings, and schedule. Specifically we will:

- ▶ Participate in conference calls and meet with the City of Oakley staff, as needed at key stages during the project to review ideas, products, deliverables, project status and overall project direction and budget.
- ▶ Manage all aspects of the project to maintain project schedule and budget, maintain continuous liaison with the City of Oakley.
- ▶ Prepare and submit monthly progress status updates to the City of Oakley. The reports will include: progress of work, updated project schedule, information/decisions required to maintain schedule and complete deliverables, problems encountered that may affect schedule, budget or work products and anticipated work products for the following month.

COST CONTROL

Control of project costs will be accomplished by monitoring on a task level basis. This detailed task level will roll up into milestone summaries and a project summary. Our cost accounting system is a "live" database that the project manager can access to determine the financial status of the project any time. Cost control reporting to the TJKM's Project Manager will be implemented through the invoicing process. Progress reports will also be included to relay information on project progress and critical issues.

SCHEDULE CONTROL

Establishing a schedule that meets the project objectives is relatively easy. Maintaining this schedule during changing project priorities, unforeseen conditions, public consensus, etc., is a challenge. The project work scope will be broken down by function and separated into defined tasks. Tasks will be linked logically and will be sufficiently detailed to allow for realistic representation of the project. Project progress will also be monitored by percent complete for each task.

QUALITY CONTROL

QA/QC Procedures – TJKM's Quality Assurance Procedures are utilized throughout the life of the Project. Quality Control starts at the proposal and scope definition stage and continues through the completion of all assignments. To assure that errors, omissions and ambiguities in submittals are limited to an absolute minimum, the responsibilities for technical review, peer review/coordination checking, and technical audit functions are assigned to the appropriate TJKM Team members.

Quality Control (QC) – TJKM's Quality Control Program provides quality services and products that meet or exceed the expectations of our clients. Quality Control is an integral part of TJKM's entire professional service process, which is integrated into our work plan. The formal Quality Control Reviews consist of "Project Manager and Project Engineer Reviews". All formal Quality Control Reviews will result in comments recorded on Comment Sheets. TJKM's established Quality Control Plan ensures that TJKM will receive thorough and accurate analysis and reports that are prepared in formats consistent with local agency guidelines. Our Project Manager has responsibility for implementation of the Quality Control Plan.

RELEVANT PROJECTS

TJKM regularly provides on-call services and the summaries below illustrate the type of work that has fallen under these contracts.

Project/Date(s)	Duties/Responsibilities		
Town of Los Gatos On-Call - Since 2003 (12 years)	<ul style="list-style-type: none"> ▶ Traffic Engineering Design ▶ Peer Review 	<ul style="list-style-type: none"> ▶ Traffic Studies ▶ Safety Analyses 	<ul style="list-style-type: none"> ▶ Traffic Signal Design & Coordination ▶ Public Meetings
City of Palo Alto On-Call – Since 2013 (2 year)	<ul style="list-style-type: none"> ▶ Traffic Engineering Design ▶ General Planning ▶ Traffic Operations 	<ul style="list-style-type: none"> ▶ Traffic Signal Design & Timing ▶ Traffic Calming Multimodal Planning 	<ul style="list-style-type: none"> ▶ Parking ▶ Traffic Signal Timing
City of Redwood City On-Call - Since 2007 (8 years)	<ul style="list-style-type: none"> ▶ Traffic Engineering Design ▶ Review Traffic Studies 	<ul style="list-style-type: none"> ▶ Regional Transportation Planning Support ▶ Construction Traffic Control Plan Review/Input 	<ul style="list-style-type: none"> ▶ Grant Applications ▶ Public Meetings
City of Patterson On-Call – Since 2008 (7 years)	<ul style="list-style-type: none"> ▶ Transportation Infrastructure Master Plan 	<ul style="list-style-type: none"> ▶ Traffic Operations ▶ Travel Demand Model ▶ Speed Surveys 	<ul style="list-style-type: none"> ▶ General Plan Update ▶ Impact Fee Study
Mountain House On-Call - Since 2002 (13 years)	<ul style="list-style-type: none"> ▶ Traffic Signal Systems 	<ul style="list-style-type: none"> ▶ Traffic Engineering Design 	<ul style="list-style-type: none"> ▶ Traffic Studies ▶ Peer Review
City of Tracy On-Call - Since 1995 (20 years)	<ul style="list-style-type: none"> ▶ General Planning 	<ul style="list-style-type: none"> ▶ Traffic Engineering Design 	<ul style="list-style-type: none"> ▶ Traffic Studies ▶ Peer Review
City of Dublin On-Call - Since 1985 (29 years)	<ul style="list-style-type: none"> ▶ Traffic Signal Systems Design ▶ Traffic Engineering Design 	<ul style="list-style-type: none"> ▶ Traffic Studies ▶ Traffic Signal Coordination 	<ul style="list-style-type: none"> ▶ Peer Review ▶ Public Meetings
City of San Carols – Since 2010 (5 years)	<ul style="list-style-type: none"> ▶ Engineering & Traffic Studies ▶ Safe Route to School Plan Studies 	<ul style="list-style-type: none"> ▶ Multi-Way STOP Warrant Analysis ▶ Pedestrian & Circulation Improvements 	<ul style="list-style-type: none"> ▶ Funding Application Assistance
City of Sunnyvale On-Call – Since 2012 (3 years)	<ul style="list-style-type: none"> ▶ Transportation Impact Studies 	<ul style="list-style-type: none"> ▶ Parking Analysis 	<ul style="list-style-type: none"> ▶ Public Meetings



STAFF REPORT

Approved and forwarded to City Council

A handwritten signature in blue ink, appearing to read "BHM", is written over a horizontal line.

Bryan H. Montgomery, City Manager

Date: March 22, 2016
To: Bryan H. Montgomery, City Manager
From: Kenneth W. Strelow, Senior Planner
SUBJECT: Duarte Ranch 9027 Tentative Map Extension (TME 01-16)

SUMMARY

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

RECOMMEND CONTINUATION

Staff recommends the City Council open the public hearing and continue the item to a date certain (April 12, 2016) in order to allow adequate time to duly notice all responsible agencies and owners of property within 500 feet of the subject property's boundaries.



STAFF REPORT

Date: Tuesday, March 22, 2016
To: Bryan H. Montgomery, City Manager
From: Joshua McMurray, Planning Manager

SUBJECT: **Authorization to Execute a Purchase and Sale Agreement with FSP Properties LLC. for the Sale of Property at 310 4th Street and 305 5th Street (APN's: 035-163-014 and 035-163-007)**

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Summary and Background

The properties at 310 4th Street and 305 5th Street (APN's: 035-163-014 and 035-163-007) are owned by FSP Properties, LLC. The last full-time tenant to most recently use the building and parking lot was the Oakley ACE Hardware until they moved to their current location in the newly renovated Oakley Plaza in 2014. Since that time the property has mostly remained vacant with the exception of the limited use by the Halloween Outlet the past two years (2014 and 2015). The property consists of two parcels of land, totaling .56-acres. The site is improved with an approximately 10, 816 square foot building built in 1972. The property is also improved with a 15,000 square foot paved parking lot with 32 parking spaces, perimeter fencing and trash enclosure. The building itself has four roll-up doors in which two are accessed from the parking lot and two from 5th Street.

Staff has been working with the owner of the property as potential uses came forward, although nothing materialized over the past few years. During this time Staff has always had an interest in this building and property as it has many unique features in terms of its location, size and improvements (roll up doors and access as mentioned above). In January of 2016, the property owner met with Staff to discuss their continued desire to sell the property and to further explain the challenges of attracting retail tenants to this location. Staff does understand these challenges as they were present with the Oakley ACE Hardware store and the two times the Halloween Outlet located there. This building, although within the Downtown Specific Plan area, is not a prime retail location and does lend itself more towards a public use, such as a corporation yard.

The main use of the building and parking lot will be a corporation yard (a place to store equipment and supplies) to be used primarily by the City's Public Works Department. With the purchase of the building, the City plans to make some minor

cosmetic upgrades to the building and parking lot which will require a separate Design Review application and public notice which will be brought back to the City Council in the coming months.

One other item of note is the upcoming Library Ballot Measure which, if approved by the voters of Oakley, would allow a new Library and Learning Center to be built on the Civic Center Campus. This new facility would occupy most of the area where the current City corporation yard exists. Although not a driving factor in the decision to purchase this property, if the Ballot Measure is approved, the City would have to find an alternative location for the corporation yard. This purchase would not require the relocation of the corporation yard in the event of a successful Ballot Measure.

Lastly, Oakley is a growing community which has resulted in a need for increased maintenance of the City's roads, parks and public facilities. Relocating the corporation yard to a larger facility with a building that has room for covered storage and a shop area will allow for our current maintenance needs as well as position the City for future growth.

Neighborhood Outreach

Staff mailed out a letter to adjoining property owners that outlined the planned purchase of this property and the future use of the site as a corporation yard. This letter and map of properties in which the letter was mailed to is attached to this report. At the time this report was written there have been no inquires as a result of the mailer.

Purchase Agreement

The Purchase Agreement contains the terms for the purchase of the property. The purchase price is \$740,000, with a \$25,000 deposit. Staff did not have an appraisal done on this property but have had several recent appraisals done in the nearby area. Appraisals have given market values for buildings in the area a range of value from \$62 to \$115 a square foot. Typically the appraisals assign a higher square foot value to smaller buildings and as the square footage increases on a structure the corresponding square foot value decreases. In this case the purchase price of \$740,000 equates to \$68.42 per square foot which is at the low end of comparable values in the area.

Fiscal Impact

If Council formally considers approval of the Purchase and Sale Agreement, the purchase price of \$740,000 will be paid for out of the City's General Fund.

Recommendation

Staff recommends that the Council adopt the resolution approving the Purchase and Sale Agreement with FSP Properties LLC. for the Sale of Property at 310 4th Street and 305 5th Street (APN's: 035-163-014 and 035-163-007).

Attachments

- 1) Site Map
- 2) Resolution
- 3) Purchase and Sale Agreement
- 4) Property Owner Outreach Letter and Map

Vicinity Map
310 4th Street and 305 5th Street
APN's: 035-163-014 and 035-163-007



RESOLUTION NO. XX-16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALES
AGREEMENT WITH FSP PROPERTIES, LLC. FOR THE PURCHASE OF
PROPERTY LOCATED AT 310 4TH STREET AND 305 5TH STREET (APN'S: 035-
163-014 AND 035-163-007)

BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is hereby authorized and directed to sign on behalf of the City that certain Purchase and Sales Agreement between the City and FSP Properties, LLC. for the purchase of property located at 310 4th Street and 305 5th Street (APN's: 035-163-014 and 035-163-007).

The foregoing resolution was introduced at a regular meeting of the Oakley City held on the 22nd day of March 2016, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Kevin Romick, Mayor Date

ATTEST:

Libby Vreonis, City Clerk

Date

PURCHASE AND SALE AGREEMENT

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

WHEREAS, Seller is the owner of that certain real property in the City of Oakley, Contra Costa County, California, known as APN's 035-163-014 and 035-163-007, located at 310 4th Street and 305 5th Street in the City of Oakley, California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Land");

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

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

1. **Agreement to Sell and Purchase; As Is Purchase.** Seller agrees to sell and Buyer agrees to purchase the Property subject to the terms and conditions of this Agreement.
2. **Purchase Price.** The purchase price for the Property ("Purchase Price") shall be Seven Hundred and Forty Thousand Dollars (\$740,000.00).
 - (a) **Initial Deposit.** Upon execution of this Agreement by Buyer and Seller and the Escrow being opened by Escrow Holder as evidenced by Escrow Holder's written acceptance of this Agreement (the "Escrow Date"), Buyer shall, within three (3) business days thereafter, deposit into Escrow cash or other immediately available funds in the amount of Twenty Five Thousand Dollars (\$25,000) (the "Initial Deposit"). The remainder of funds shall be available in escrow three (3) days before close of escrow date to ensure prompt closing.
3. **Conveyance of Title.** At the close of escrow (the "Closing"), Seller shall convey by grant deed to Buyer marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases and taxes except:
 - (a) taxes for the fiscal year in which the escrow for this transaction closes, which shall be prorated as of the Closing and handled in accordance with Section 4986 of the California Revenue and Taxation Code; and
 - (b) the Permitted Exceptions (as defined below).

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

(a) **Escrow Fees.** Any and all title and escrow fees relating to this transaction shall be split in half between the buyer and the seller.

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

(a) **Title Documents.**

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

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

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

(4) It shall be a condition of the Closing that Title Company shall deliver to Buyer, within five (5) days after Buyer has waived or deemed to have waived its right to terminate the Agreement under this Section 5(a)(3), and in no event later than seven (7) days prior to the Closing, a title commitment

for an CLTA Title Insurance Policy ("**Title Policy**") to be issued by Title Company in the amount of the Purchase Price for the benefit and protection of Buyer, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions, including such endorsements as may reasonably be requested by Buyer, and committing Title Company to issue the Title Policy to Buyer upon the Closing.

(b) **Inspection Period**

(1) Buyer acknowledges that Seller desires to sell the Property in its "as-is" condition. The parties agree that for a period of thirty (30) calendar days following the Effective Date (the "Inspection Period") Buyer may further evaluate and specifically inspect the Property. Buyer and Buyer's authorized agents and representatives, may enter onto the Property at any reasonable time upon giving the occupant at least twenty-four hours advance notice and from time to time to survey and inspect the Property. Testing may be conducted, including, but not limited to, soil and groundwater sampling. Buyer shall pay costs of all inspection and testing services.

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

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

(c) **Buyer's Reliance on Buyer's Inspection of Property; "AS IS" Purchase.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 13 OR AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT (COLLECTIVELY, "SELLER'S WARRANTIES"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR SELLER'S WARRANTIES. EXCEPT FOR SELLER'S WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO FITNESS FOR ANY PARTICULAR

PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. BUYER SPECIFICALLY ACKNOWLEDGES, REPRESENTS AND WARRANTS TO SELLER THAT PRIOR TO CLOSING BUYER AND ITS AGENTS WILL HAVE THOROUGHLY INSPECTED AND INVESTIGATED THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT, OTHER THAN THE SELLER'S WARRANTIES, BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. BY BUYER PURCHASING THE PROPERTY AND UPON THE OCCURRENCE OF THE CLOSING, EXCEPT FOR A CLAIM WITH RESPECT TO SELLER'S WARRANTIES, BUYER WAIVES ANY AND ALL RIGHT OR ABILITY TO MAKE A CLAIM OF ANY KIND OR NATURE AGAINST SELLER OR ANY MEMBER THEREOF FOR ANY AND ALL DEFICIENCIES OR DEFECTS IN THE PHYSICAL CHARACTERISTICS AND CONDITION OF THE PROPERTY WHICH HAVE BEEN DISCLOSED, OR WOULD BE DISCLOSED, BY SUCH INSPECTION, AND EXPRESSLY AGREES TO ACQUIRE THE PROPERTY WITH ANY AND ALL OF SUCH DEFICIENCIES AND DEFECTS. THE PROVISIONS OF THIS SECTION 5(c) SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE GRANT DEED OR ANY OF THE OTHER CLOSING DOCUMENTS.

(d) Inspection Contingency Release. It is understood by both parties that after (30) days upon execution of this contract, the twenty five thousand dollar (\$25,000) deposit will become nonrefundable unless the buyer, in writing elects to terminate the contract. The failure of Buyer to notify Seller in writing during the Due Diligence Period of Buyer's disapproval of the results of the Inspections shall be deemed to constitute Buyer's approval of such results. The cost of any additional such Inspections shall be borne by Buyer.

Seller's Initials _____

Buyer's Initials _____

6. **Closing Documents and Funds.**

(a) **Seller.**

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

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

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

(b) Buyer.

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

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

- (i) the Purchase Price as adjusted by any prorations between the Parties; and
- (ii) the premium for the Title Policy;
- (iii) the recording fees;
- (iv) its respective notary fees; and
- (v) escrow fees.

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

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

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

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

Should any condition to closing fail to occur, excepting any such conditions that have been waived by Buyer, Buyer shall have the right, exercisable by giving written notice to Seller, to cancel the escrow, terminate this Agreement, and recover any and all amounts paid by Buyer to Seller or deposited with the Escrow Agent by or on behalf of Buyer. The exercise of this right by Buyer shall not constitute a waiver by Buyer of any other rights Buyer may have at law or in equity.

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

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

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

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

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

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

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

17. **Brokers.** Each party represents to the other that they have not discussed this Purchase and Sale agreement or the subject matter hereof with any real estate broker, agent, or salesperson, so as

to create any legal right in any such broker, agent, or salesperson to claim a real estate commission, finders fee, or similar compensation from either party with respect to the sale and/or conveyance of property contemplated in this agreement, with the express exception of Matt Hagar of JMA Commercial Services, who will be paid exclusively by the seller in a separate agreement between seller and agent. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

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

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

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Seller:

FSP Properties LLC
390 Carrol Ct Ste D
Brentwood CA 94513
Attn: Gil Hagar
925-250-9829

Buyer:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. **Time for Performance**. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event. If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

35. 1031 Tax Exchange. Buyer acknowledges that seller intends to complete 1031 exchange. Buyer agrees to fully cooperate with 1031 exchange at no expense to the buyer.

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

BUYER:

CITY OF OAKLEY

By: _____
Bryan H. Montgomery
Its: City Manager

ATTEST:

By: _____
Libby Vreonis, City Clerk

APPROVED AS TO FORM:

City General Counsel

SELLER:

By: _____
Gil Hagar
FSP Properties LLC, Managing Member

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(to be attached)

Exhibit B

HAZARDOUS MATERIALS; ENVIRONMENTAL LAWS

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

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

CITY COUNCIL
 Kevin Romick, Mayor
 Sue Higgins, Vice-Mayor
 Vanessa Perry
 Randy Pope
 Doug Hardcastle



CITY HALL
 3231 Main Street
 Oakley, CA 94561
 925.625.7000 tel
 925.625.9859 fax
 www.ci.oakley.ca.us

Dear Property Owner:

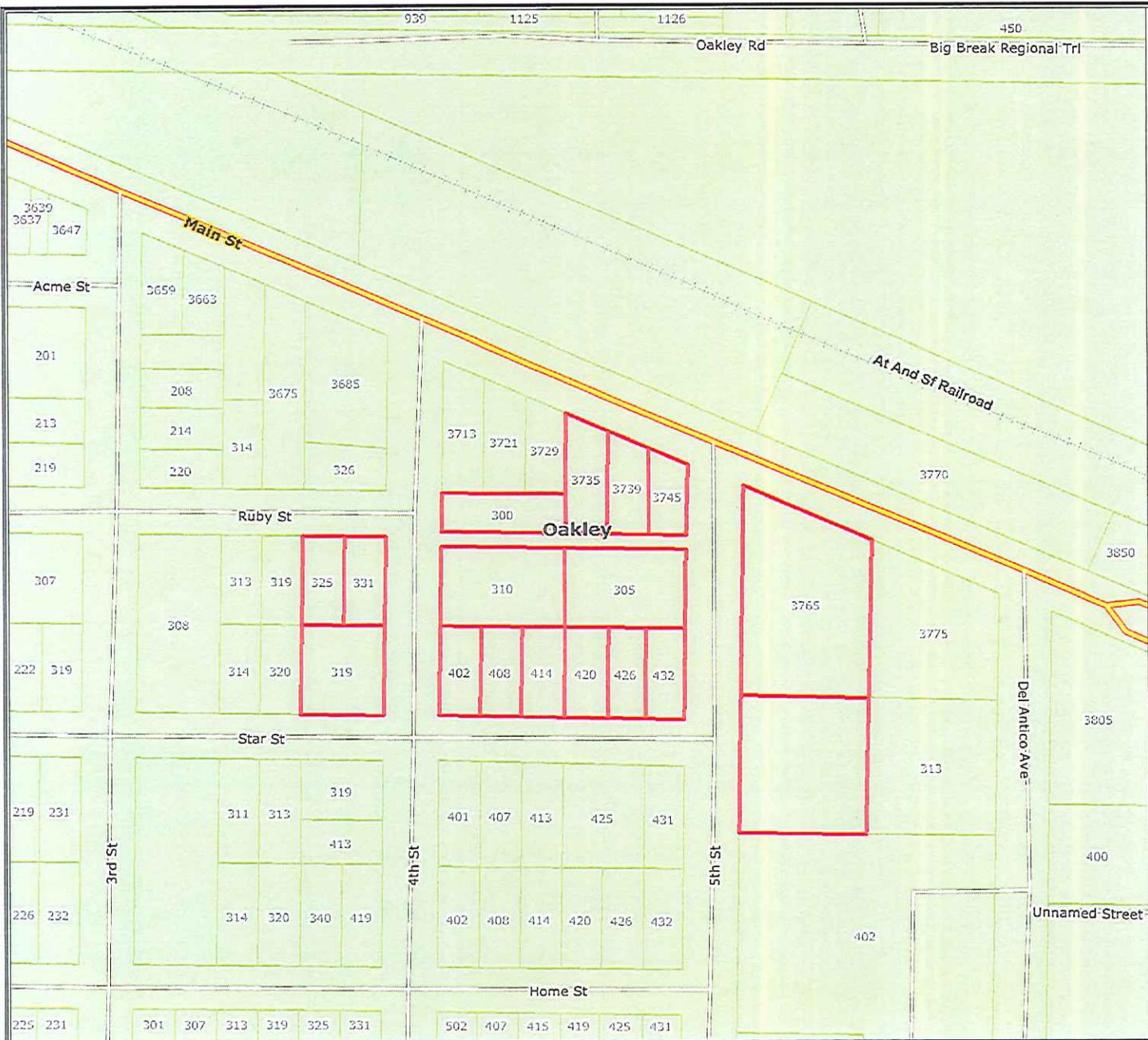
This letter is to inform you that the City of Oakley is completing the steps necessary to purchase the properties at 305 5th Street and 310 4th Street, more recently utilized by Oakley Ace Hardware. A map outlining the two properties in red is below. The main use of the building and parking lot will be a corporation yard (a place to store equipment and supplies) to be used primarily by the City's Public Works Department. With the purchase of the building, the City plans to make some minor cosmetic upgrades to the building and parking lot in which you will receive a separate public notice in the coming months.



If you have any questions or would like to discuss the issue further, I may be contacted at 925-625-7004 or by e-mail at mcmurray@ci.oakley.ca.us. I would also be happy to meet with you in person to go over any questions. The City Council will make a final decision on the purchase of the above two parcels at the March 22nd City Council Meeting.

Sincerely,

Joshua McMurray
 Planning Manager



305 4th / 310 5th Mailer Map

Scale 1:1,880
 Contra Costa Internet GIS Map
 Printed: Mar 3, 2016 8:51:58 AM

