

## AGENDA

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

Tuesday, May 24, 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.

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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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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 (Alizea Marin, Oakley Elementary School Student)**
- 1.3 **Update from the Oakley Library (Andrea Freyler)**
- 1.4 **[Playful City USA](#) Proclamation (Lindsey Bruno, Recreation Manager)**
- 1.5 **Proclamation recognizing May as [Mental Health Awareness Month](#) (Vanessa Perry)**

**The City Council will be taking a brief recess at 7:00 p.m. to introduce the Oakley Union Elementary School District Choir.**

## 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 Special City Council Meeting and Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley**

Redevelopment Agency Meeting held May 10, 2016 (Kim Carmody, Records Management Clerk)

*Oakley City Council*

- 3.2 [Report out of Closed Session](#) Memo (Derek Cole, City Attorney)
- 3.3 Adopt a Resolution Authorizing the City Manager to Execute an Agreement for Services with [St. Francis Electric](#) to Provide Contract Electrical Maintenance and Repair Services for City of Oakley Traffic Signals, Street Lights, Park & Parking Lot Lights in an Amount not to Exceed \$85,701 Annually from July 1, 2016 through June 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)
- 3.4 Approval of Subdivision Improvement Agreement, Subdivision Annexation and Assessment Deferral Agreement, Final Map and Modification of Conditions of Approval for [Subdivision 8836 Vintner View](#) (South of Grapevine Lane, East of O'Hara Avenue)(Kevin Rohani, Public Works Director/City Engineer)
- 3.5 Authorize the City Manager to Execute an agreement for Street Sweeping Services with [Contract Sweeping Services](#) in an amount not to exceed \$144,547.20 Annually from July 1, 2016 through June 30, 2017 (Kevin Rohani, Public Works Director/City Engineer)
- 3.6 Amendment to the Consulting Services Agreement with [Dean Hurney Access Inspection](#) (Bryan Montgomery, City Manager)
- 3.7 Agreement with [Shine House Cleaning](#) for Facility Maintenance Services (Bryan Montgomery, City Manager)
- 3.8 Authorize the City Manager to Execute an Agreement Extension for Services with [Terracare Associates Inc.](#) to Provide Landscape Maintenance for City of Oakley in an Amount not to Exceed \$617,552 Annually from November 1, 2016 through October 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)
- 3.9 Authorize the City Manager to Execute an Agreement Extension for Services with [Marina Landscape Inc.](#) to Provide Contract Landscaping Maintenance for City of Oakley in an Amount not to Exceed \$320,783 Annually from November 1, 2016 through October 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)
- 3.10 Authorize the City Manager to Execute an Agreement Extension for Services with [Commercial Support Services](#) to Provide Landscape Maintenance Services for City of Oakley in an Amount not to Exceed \$70,485 Annually from November 1, 2016 through October 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)
- 3.11 Acceptance of Work Associated with [CIP Project No. 169](#) – FY 2015/2016 Curb, Gutter, Sidewalk Repair and Replacement Project (Kevin Rohani, Public Works Director/City Engineer)

- 3.12 Resolution confirming the Costs for [Emergency abatement](#) of Non Storm Water Pollutant at 4309 Redwood Drive (APN 035-555-017) (Troy Edgell, Code Enforcement Manager)
- 3.13 Acceptance of Subdivision Improvements Associated with [Subdivision 9104](#) (Cutino Property, Cedar Glenn Drive South of Laurel Road, Approximately 450' east of Rose Ave) and Beginning the One Year Warranty Period (Kevin Rohani, Public Works Director/City Engineer)
- 3.14 A Resolution Authorizing the City Manager to Pursue Either the potential Formation of a [Joint Powers Authority](#) (JPA) or the Negotiation of a Memorandum of Understanding (MOU) for the Regional Regulation of Taxicab Services within Contra Costa County (Chris Thorsen, Chief of Police)
- 3.15 Approval of purchase of Parks assorted furniture from [Outdoor Creations Inc.](#) in amount of \$83,143.55 (Kevin Rohani, Public Works Director/City Engineer)

#### 4.0 PUBLIC HEARING

##### *Oakley City Council*

4.1 [4190 Brown Road](#) (MS 08-978) Tentative Parcel Map Extension (TME 02-16)

Request for approval of a Tentative Parcel Map Extension. The applicant is requesting to extend the approval of Tentative Parcel Map MS 08-978 (known as "4190 Brown Road Minor Subdivision") for an additional three (3) years. The map was set to expire on June 12, 2016. The minor subdivision consists of a 2.0 acre site subdivided into 4 lots with one remainder lot. The project is located at 4190 Brown Road and zoned R-10 (Single Family Residential) District. (Ken Strelo, Senior Planner)

4.2 [Hamman Tentative Parcel Map](#) (TPM 02-16) Request for a Tentative Parcel Map (TPM 02-16) to subdivide 3.96-Acre Parcel into two lots with a remainder parcel. Parcel A will be 1.347-Acres, Parcel B will be 1.842-Acres and the Remainder Parcel will be .702-Acres. No Construction is Proposed at this time. The site is designated as Light Industrial in the Oakley 2020 General Plan and Zoned Light Industrial (LI) District. The Property is Located at 2540 Oakley Road (APN: 037-080-021) (Joshua McMurray, Planning Manager)

4.3 [Downtown Oakley Commercial Mixed Use Design Review](#) (DR 15-16)

Design Review (DR 15-16) approval for a new two-story, mixed use project. The project consists of a 1st floor retail and 2nd floor office building totaling 40,001 square feet, a 54 parking space parking lot and landscaping. The



Variance (VA 01-16) has been requested for a reduction in the number of parking spaces required for the project. This project is associated with the approved Main Street Improvement and Development Agreement (DA 02-15). The 1.68-acre project site is designated Commercial Downtown in the Oakley 2020 General Plan and zoned Downtown Specific Plan (SP-4). The project is located along the North side of Main Street between 2nd Street and 5th Street (APN: 035-122-008 and 035-164-002). (Joshua McMurray, Planning Manager)

## 5.0 REGULAR CALENDAR

- 5.1 Two Resolutions Initiating the Fiscal Year 2016-17 [Oakley Street Lighting and Landscape Assessment](#) District No. 1 proceedings; initiating the process and declaring the intention to order improvements levy and collect assessments, and Setting June 14, 2016 as the date for the Public Hearing )(Kevin Rohani, Public Works Director/City Engineer)
- 5.2 Authorize the City Manager to enter into a MOU with the [Oakley Chamber of Commerce](#) for Occupation of 3330 Main Street Building and Future Partnership (Dwayne Dalman, Economic Development Manager)
- 5.3 Main Street Downtown Improvement Project [Gateway Design Monument Selection](#) (Kevin Rohani, Public Works Director/City Engineer)
- 5.4 [2016-2018 Strategic Plan](#) (Nancy Marquez, Assistant to the City 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 SESSION

### *Oakley City Council*

- 7.1 Discussion of [2016-2017 Budget](#) and 5 Year Capital Improvement Plan (Deborah Sultan, Finance Director)

## 8.0 CLOSED SESSIONS

### **8.1 CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6**

**City Designated Representative: Bryan Montgomery, City Manager**

Unrepresented Employees: Records Management Clerk, Receptionists (3), Paralegal/City Clerk, Program Coordinator/Human Resources Assistant, Human Resources Manager/Assistant to the City Manager, Facilities Maintenance/Code Enforcement Technician, Finance Director, Senior Accountant, Senior Accounting Technician, Accounting Assistant, Permit Technician, Building Inspector II, Code Enforcement Manager, Code Enforcement/Building Inspector II, Chief of Police, Administrative Assistants (3), Police Services Assistant, Assistant to the Chief, Police Services Assistant/ Code Enforcement Technician, Economic Development Manager, Planning Manager, Senior Planner, Public Works Director/City Engineer, Senior Engineer, Associate Engineer, Assistant Engineer, Public Works Administrative Specialist, Public Works Inspector II, Public Works Maintenance Worker, Public Works Maintenance Laborer, Recreation Manager/Website Coordinator, Recreation & Events Coordinator, Senior Recreation Leader, Recreation Leaders(3), Recreation Aides(2), Facilities Maintenance, Parks & Landscape Maintenance Division Manager, Maintenance Foreman, Public Works Laborer II, Tree Maintenance Laborer, Seasonal Parks and Maintenance Laborers(3), Sports Field Maintenance Laborer, Park Monitor, Facilities Attendant, Police Lieutenant, Police Sergeant, Police Officers.

## 9.0 ADJOURN

# Proclamation

## 2016 Playful City USA

**WHEREAS**, play is a crucial factor in the overall well-being of children; and

**WHEREAS**, play spaces and playgrounds within walking distance of children's homes are missing from many communities and neighborhoods; and

**WHEREAS**, Children who play are healthier and suffer less obesity and obesity-related health problems such as diabetes and heart disease; and

**WHEREAS**, the City of Oakley acknowledges that youth are a valuable resource; and

**WHEREAS**, the City of Oakley promotes safe and accessible play space for all children; and

**WHEREAS**, Playful City USA is a national program advocating for local policies that increase play opportunities for children created in 2007; and

**WHEREAS**, KaBoom! Selected Oakley as one of 257 communities across the county to designate as a 2016 Playful City USA.

**NOW, THEREFORE, BE, IT RESOLVED** that I, Kevin Romick, Mayor of the City of Oakley on behalf of the City Council, do hereby recognize the City of Oakley as a 2016 Playful City USA.

May 24, 2016

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Kevin Romick, Mayor

## Mental Health Month 2016

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all Americans experience times of difficulty and stress in their lives; and

**WHEREAS**, prevention is an effective way to reduce the burden of mental illnesses; and

**WHEREAS**, there is a strong body of research that supports specific tools that everyone can use to better handle challenges, and protect their health and well-being; and

**WHEREAS**, mental illnesses are real and prevalent in our nation; and

**WHEREAS**, with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and

**WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental illnesses and has a responsibility to promote mental wellness and support prevention efforts.

**NOW, THEREFORE, BE, IT RESOLVED** that I, Kevin Romick, Mayor of the City of Oakley on behalf of the City Council, do hereby proclaim May 2016 as Mental Health Month in Oakley.

May 24, 2016

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Kevin Romick, Mayor

**Minutes of the Special City Council Meeting  
AND  
Regular Joint Meeting of the Oakley City Council/Oakley City Council acting as the  
Successor Agency to the Oakley Redevelopment Agency  
May 10, 2016**

**SPECIAL CITY COUNCIL MEETING**

**1.0 OPENING MATTERS**

**Remarks by Mayor Kevin Romick and Chief of Police Chris Thorsen**

Mayor Romick welcomed everybody to this historic event and introduced two of Oakley's original City Councilmembers who were in attendance, Pat Anderson and Carol Rios, he mentioned that when the City was incorporated in 1999, establishing police services was top priority and eventually signed a contract with the Contra Costa Sheriff's office, he mentioned that contract served the city well over the last 17 years and thanked them for their high level of service.

Police Chief Chris Thorsen thanked everyone for being here and mentioned all the milestones the city has celebrated over the years, and tonight's swearing in of the Oakley Police Officers is yet another milestone, he thanked the Contra Costa County Sheriff's office for their contributions to the community and he introduced dignitaries from the law enforcement community that were in attendance.

**Swearing in Ceremony for the Oakley Police Officers**

Mayor Romick introduced each member of the New Oakley Police Department, as they came forward; they were presented with certificates from Colleen Isenberg, field representative for Congressman McNerney, Teresa Gerringer, District Director and George Escutia Senior Field Representative for Senator Glazier, and Erica Rodriguez-Langley, Field Representative for State Assemblyman Jim Frazier.

Police Chaplain David Hanson gave the benediction.

Mayor Romick then administered the oath, congratulated the officers and welcomed them to Team Oakley.

**2.0 PUBLIC COMMENTS**

Online Comment Forms – None

**Public Comment Cards**

Willie Mims welcomed the new Police Chief and the Police Department and asked that they remember that a good Policeman serves and protects his community and wished them well.

**3.0 ADJOURN TO RECEPTION**

There was a brief reception in the lobby

**Regular Joint Meeting of the Oakley City Council/Oakley City Council acting as the  
Successor Agency to the Oakley Redevelopment Agency**

**1.0 OPENING MATTERS**

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

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

Mayor Romick called the Regular Meeting to order at 6:45 p.m. Doug Hardcastle, Randy Pope and Kevin Romick were in attendance. Sue Higgins and Vanessa Perry were absent.

**1.2 Pledge of Allegiance to the Flag**

Emma Torres, a student from Laurel Elementary School led the Pledge of Allegiance.

**1.3 Proclamation recognizing Eagle Scout Kyle Korsten**

Mayor Romick read and presented the Proclamation to Kyle Korsten

**1.4 Proclamation recognizing May as Motorcycle Safety Awareness Month**

Mayor Romick read and presented the proclamation to Randy Pope

**1.1 Proclamation Recognizing May 15-21 as Public Works Week**

Mayor Romick read and presented the Proclamation to Kevin Rohani, Public Works Director/City Engineer

**2.0 PUBLIC COMMENTS**

Online Comment Forms – None

Public Comment Cards

Roger Mammon updated the council on current delta issues.

Greg Robinson mentioned the Oakley Press newspaper is hosting a candidate's night for County Supervisors on May 25<sup>th</sup> at the Discovery Bay Community Center, he mentioned all six candidates will be in attendance and everyone is invited to attend.

**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 April 26, 2016 (Kim Carmody, Records Management Clerk)**



## ***Oakley City Council***

- 3.2 Accept Report out of Closed Session Memo (Derek Cole, City Attorney)**
- 3.3 Adopt a Resolution Calling the 2016 General Municipal Election (Libby Vreonis, City Clerk)**
- 3.4 Adopt a Resolution Appointing Kim Carmody as an Election Official for the 2016 General Municipal Election (Libby Vreonis, City Clerk)**
- 3.5 Adopt a Resolution Authorizing the City Manager to Execute Agreements for Services with ENGeo, Inc., Kleinfelder, Inc. and Cal Engineering & Geology, Inc. to Provide Contract Laboratory and Testing Services for the City of Oakley in an Amount not to Exceed \$50,000 Annually each from July 1, 2016 through June 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)**
- 3.6 Accept Quarterly Investment Report (3<sup>rd</sup> Quarter Fiscal Year 2015/2016) (Deborah Sultan, Finance Director)**
- 3.7 Confirm Election Results and abandon Further Proceedings for the Establishment of Tax Area Zone 156 within the Oakley Special Police Tax Area for Police Protection Services for Tentative Parcel Map 03-15 (Pagano) (Kevin Rohani, Public Works Director/City Engineer)**
- 3.8 Cypress Self Storage (RZ) – Waive the second reading and adopt ordinance for RZ (Ken Strelo, Senior Planner)**

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

- 3.9 Accept Quarterly Investment Report (3<sup>rd</sup> Quarter Fiscal Year 2015/2016) (Deborah Sultan, Finance Director)**

It was moved by Councilmember Pope and seconded by Councilmember Hardcastle to approve the Consent Calendar. Motion was unanimous and so ordered. 3-0

## **4.0 PUBLIC HEARINGS-None**

## **5.0 REGULAR CALENDAR-None**

## **6.0 REPORTS**

### **6.1 CITY MANAGER**

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

City Manager Bryan Montgomery reported there was a ribbon cutting at Emerson Ranch Park, the Taste of Oakley was a successful event as well as the movie in the park, he invited

everyone to attend the Memorial Day Ceremony on May 28<sup>th</sup> at 10:30a.m. at Civic Center Park, he also mentioned that if anyone would like to voice their opinion on Fire Services in the County, they can log onto ourfireservices.org. He mentioned in honor of Public Works Week, there will be an open house Tuesday May 17<sup>th</sup> at 9am, he also mentioned that every May we receive the annual State population estimate; the current population for Oakley is 41,141.

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

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

Councilmember Pope reported that the Fireboard swore in a new member, Meghan Bell, the City of Oakley representative, he mentioned that Oakley is close to having 1 park per 1000 residents and the Taste of Oakley and movie in the park were wonderful events and on May 12<sup>th</sup> he will be representing Oakley at the East County Water Management Association Meeting through the Habitat Conservancy.

Councilmember Hardcastle reminded everyone that Relay for Life is May 21<sup>st</sup>

Mayor Romick reported that there will be a special Transplan Meeting in Antioch on May 11<sup>th</sup> to discuss East County's input into the Transportation Expenditure Program.

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

Councilmember Pope would like to schedule a presentation on the ABAG-MTC Merger.

## **7.0 WORK SESSIONS**

### **7.1 2016-2018 Strategic Plan Work Session to Discuss Plan/Priorities**

Nancy Marquez-Suarez presented the staff report and mentioned she would like to go over the input that has been gathered and asked the Council to weigh in on which items they would like to see included, removed or revised, she will bring the final plan back for adoption on May 24<sup>th</sup>.

Suggestions made were to remove the item to install sidewalks south of the Railroad tracks on Empire Ave. in Antioch, explore the options of a bicycle path on the south side of Main Street, begin planning for the pedestrian requirements at the Railroad crossing on Cypress Road, install a sidewalk on the stretch of Empire Avenue to complete the gap North of Carpenter Road, research connecting Laurel Road from Teton to Sellers, Eastern access to the Vintage Parkway neighborhood, explore the possibility of lighted ball fields, an ice rink for sports, possible partnership for boat slips and more community outreach including permanent message boards at the entryways to the city.

### **7.2 Work Session on Donation Bins, Sea/Storage Containers, and Residential Front Yard Improvements**

Ken Strelo presented the staff report and PowerPoint and asked for direction from Council.

Councilmembers provided input to staff on requirements for donation bins, cargo containers and residential front yard improvements.

## 8.0 CLOSED SESSIONS

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

**8.2 Conference with Legal Counsel pursuant to Government Code Section 54956.1(d), paragraph (2) to discuss significant exposure to anticipated litigation:  
Pena's Wrecking and Dismantling Yard**

## 9.0 ADJOURN

There being no further business, the meeting was adjourned at 8:45

Respectfully Submitted

Kim Carmody  
Records Management Clerk



**MEMORANDUM**  
*Office of the City Attorney*

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**Date:** May 11, 2016  
**To:** Mayor and Members of City Council  
**Cc:** Bryan Montgomery, City Manager; William R. Galstan, Special Counsel  
**From:** Derek P. Cole, City Attorney  
**Subject:** Closed Session Report-Out Memo

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**FOR CONSIDERATION AT THE CITY COUNCIL MEETING OF MAY 24, 2016**

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**Background and Analysis**

The City Council considered two closed session items at its meeting of May 10, 2016, pursuant to California Government Code Sec. 54956.9(d) paragraph (1) for the purpose of discussing pending litigation, pursuant to Government Code Section 54956.1(d) paragraph (2) for the purpose of discussing significant exposure to anticipated litigation.

As to both matters, no reportable action was taken and direction was given to management.



### STAFF REPORT

Approved and Forwarded to City Council:

A handwritten signature in blue ink, appearing to read 'B. Montgomery', is written over a horizontal line.

Bryan H. Montgomery, City Manager

**Date:** Tuesday, May 24, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, Public Works Director/City Engineer

**SUBJECT:** Award of Contract to St. Francis Electric, Inc. for Traffic Signal, Street Light, Park Light and Parking Lot Light Maintenance for the City of Oakley

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#### **Background and Analysis**

The City of Oakley is responsible for the maintenance and operation of 35 traffic signals, approximately 1,370 street lights, and 111 park parking lot lights. This electrical infrastructure system must be maintained in a safe and efficient manner to ensure the proper operation of the City's transportation system, and most importantly the safety of the public who use the City transportation infrastructure each day. The City of Oakley does not currently have the in-house staffing, facility, or equipment necessary to maintain these electrical infrastructure systems. This maintenance work has been performed by electrical maintenance firm, Bear Electrical Solutions, Inc. for the past two years.

The professional duty of the Staff is to review such maintenance contracts annually to ensure the services provided are satisfactory and meet the City's expectations, contracts terms, and service requirements.

To address the deficiencies in the existing maintenance service and to better align the maintenance services with funding resources, staff prepared a Request for Proposal (RFP) for Traffic Signal, Street Light, Park Light and Parking Lot Lights for maintenance services. The scope of work provides the City with a robust maintenance program that performs monthly maintenance services (including night time inspections of the street lights) to the City's electrical infrastructure and to keep it in the best operational condition.

The scope of the Preventative Maintenance activities that are performed as a routine each month will help in reducing malfunctions of the electrical infrastructure, reduce public complaints, and extend the useful life of the City owned and operated electrical infrastructure. An example of routine maintenance activities include checking the functionality of all traffic signal equipment, checking

the signal timing and phasing operations, checking for worn-out electrical cables and lamps, cleaning of controller cabinets, and checking the street light poles and light heads. Emergency response work are operations that are typically not covered by preventive maintenance due to their unknown nature and circumstances, and could entail repairs resulting from traffic accidents that damage traffic signals or street lights or natural disaster, such as storms and earthquakes. The overall scope of work accommodates resources needed to address any such emergencies. Repair and replacement of electrical infrastructure caused by accidents are ultimately cost recovered through the City's insurance recovery firm that follows up on such cases after Police reports are furnished.

In response to this RFP, the City received two (2) proposals from the following contractors:

Bear Electrical Solutions, Inc.	\$83,358.00
St. Francis Electric, Inc.	\$85,701.00

Contra Costa County also submitted a proposal letter that they could perform the maintenance work at an hourly rate of \$133 + equipment + material cost. This proposal letter from Contra Costa County did not meet the requirements of the RFP, in addition to being without any limits and defined scope of work, and was not qualified for consideration.

Staff reviewed the proposals in detail and determined that St. Francis Electric, Inc. is best responsive to the City's RFP and could better provide the maintenance services needed with their broad range of resources that they have available. Staff performed extensive reference checking and analysis of the proposals from St. Francis Electric, Inc. and Bear Electrical Solutions, Inc. and has determined that the overall maintenance services that are proposed by St. Francis Electric, Inc. is superior to the service proposed by Bear Electrical Solutions, Inc. Reference checks from other municipalities that are currently using St. Francis Electric, Inc. as their service provider indicated a very positive and competent company. Those municipalities highly recommend St. Francis Electric, Inc. and plan to continue to use them for their municipal traffic signal and street light maintenance service needs.

St. Francis Electric, Inc. is currently providing similar service to a number of municipalities in Contra Costa and Alameda counties. The annual cost of service by St. Francis Electric, Inc. is slightly more than the cost proposed by Bear Electrical Solutions, Inc., however staff believes the quality and value that is provided by St. Francis Electric, Inc. is worth this small added cost.

St. Francis Electric, Inc. can provide a wide range of electrical infrastructure maintenance services to the City; during normal operations, emergencies and after-hours services; and would be available 24/7 as needed by the City.



**Fiscal Impact**

Approval of the resolution will authorize the City Manager to execute the Traffic Signal, Street Light, Park Light and Parking Lot Light Services agreement with St. Francis Electric, Inc. in an amount of \$85,701.00 annually for Fiscal Year 2016/17 and 2017/18 respectively. This contract will begin on July 1, 2016, at the beginning of the Fiscal Year.

**Recommendation**

Staff recommends that the City Council adopt the resolution approving the Traffic Signal, Street Light, Park Light and Parking Lot Light Maintenance Services Agreement with St. Francis Electric, Inc. for a two year period and authorizing the City Manager to execute the agreement.

**Attachments**

1. Proposal from St. Francis Electric, Inc.
2. Resolution

## Letter of Transmittal

March 25, 2016

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



### RE: Proposal for RFP – Traffic Signal, Street Light, Park & Parking Lot Lighting Maintenance Services

Dear Mr. Rohani,

St. Francis Electric (aka SFE) is pleased to respond to the Request for Proposal to provide Street Lighting, Park & Parking Lot Lighting, and Traffic Signal Maintenance Services to the City of Oakley. SFE agrees to provide services outlined in this RFP in providing maintenance services for 1370 City owned Street Lights, 35 Traffic Signals, 111 Lights in Parks and Parking Lots.

Headquartered in San Leandro, CA, SFE is a California licensed and bonded Class **“A-General Engineering”** and **“C-10 Electrical”** contractor (CA license #1003811). SFE has a long history of servicing Northern California’s transportation and electrical needs, proving to be a beneficial resource when dealing with everyday maintenance and operations. Having a core business of traffic signal installation and maintenance, SFE has established itself as one of the top electrical service providers in Northern California, with satellite office locations in Sacramento, Napa, San Francisco, and San Jose.

Our company currently has 250+ employees including a solid team of skilled IMSA certified traffic signal technicians, electricians, CA licensed traffic and civil engineers, project managers, and project engineers. SFE is well-established in the industry and having vast amounts of inventory allows us to serve maintenance and construction projects effectively. In addition, SFE specializes in installing, programming, and maintaining Intelligent Transportation Systems (ITS). We also offer transportation engineering services to the City of Oakley as part of the maintenance program outlined in this proposal.

We thank you for giving SFE the opportunity to present this proposal and look forward to establishing a working partnership with the City of Oakley. The assigned project manager for servicing the City of Oakley will be Allen Chen and will be the main point of contact in response to this RFP. (Email – [achen@sfe-inc.com](mailto:achen@sfe-inc.com) and cellular phone 510-695-0582).

The revised Cost Proposal will address the concerns for the inclusive regular Preventative Maintenance of Traffic Signal System and USA (Underground Service Alert) Locating and Marking Flat Rates. The details and new proposed rates are included in this letter.

Sincerely,



Guy Smith  
Vice President  
975 Carden Street,  
San Leandro, CA 94577  
[guy@sfe-inc.com](mailto:guy@sfe-inc.com)  
(510) 750-8271

PROPOSAL FORM

Proposal Item No.	Quantity	Unit	Unit Price	Total Monthly Amount
A. Regular Preventative Maintenance of Traffic Signal System	35	Per Intersection Per Month	130.00	4,550.00
B. Regular Preventative Maintenance of Streetlights	1370	Per Light Per Month	1.75	2,397.50
C. Regular Preventative Maintenance of Parking Lot / Park Lights	111	Per Light Per Month	1.75	194.25
<b>Total Proposal Items A, B, C Per Month</b>				<b>\$ 7,141.75</b>

The undersigned proposer hereby offers to perform the required services for the following price(s) in strict compliance with the specifications, terms and conditions set forth in this Request for Proposals.

**D. USA (Underground Service Alert) Locating and Marking Flat Rates**

Per Ticket Rates \$70.00 Per Ticket \* If USA takes longer than 1/2 hr SFE will track under T&M above initial 1/2 hr.

**E. Labor Rates for Extra Work, As Required**

Labor costs must reflect prevailing wages.

Labor Category	Straight Time (\$ per hour)	Overtime (\$ per hour)
Journeyman Electrician	90.00	165.00
Foreman Electrician	100.00	185.00
Laborer	65.00	95.00
Night Checker	50.00	75.00
Engineer	185.00	185.00

F. Equipment Rates for Extra Work, as Required

Equipment Category	\$ Per Hour
Bucket Truck	30.00
Crane	65.00
Dump Truck	25.00
Service Truck	25.00
Compressor	0.00

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AWARD OF CONTRACT WITH ST. FRANCIS ELECTRIC, INC. FOR TRAFFIC SIGNAL, STREET LIGHT, PARK LIGHT AND PARKING LOT LIGHT MAINTENANCE AND REPAIR SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT**

**WHEREAS**, the City of Oakley Public Works and Engineering Department frequently seeks repair, modification and maintenance services for City owned facilities such as traffic signals, street lights, park lights and parking lot lights; and

**WHEREAS**, the City of Oakley has previously outsourced these services between different contractors; and

**WHEREAS**, in an effort to provide cost effective and responsive service to complete the repairs, modifications and maintenance work, the City desires to retain a professional qualified electrical contracting firm to provide proactive maintenance services for all of the City's electrical infrastructure; and

**WHEREAS**, the City prepared a Request for Proposals for this maintenance work and after detail review and reference checking, it was determined that St. Francis Electric, Inc. will be best suited to perform the Traffic Signal, Street Light, Park Light and Parking Lot Light maintenance services for the City.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Oakley that the Maintenance Services agreement with St. Francis Electric, Inc. for Traffic Signal, Street Light, Park Light and Parking Lot Light Maintenance and Repair Services for an amount not to exceed \$85,701 annually for Fiscal Year 2016/17 and 2017/18 is hereby approved and the City Manager is authorized to execute said agreement.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24th of May, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

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



ATTEST:

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

\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** Tuesday, May 24, 2016

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

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

**Subject:** Approval of Subdivision Improvement Agreement, Subdivision Annexation and Assessment Deferral Agreement, Final Map and Modification of Conditions of Approval for Subdivision 8836 Vintner View (South of Grapevine Lane, east of O'Hara Avenue)

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Background and Analysis

On May 22, 2006 the City Council adopted Resolution 82-06 conditionally approving the tentative map for Subdivision 8736 Pheasant Meadows and Subdivision 8836 Vintner View east of O'Hara Avenue and south of Grapevine Lane. A final map was recorded on May 19, 2006 for Subdivision 8736 Pheasant Meadows with 26 residential lots. The Developer now desires to record the final map for Subdivision 8836 Vintner View with 8 residential lots.

In order to satisfy all remaining conditions of approval, the Developer has requested that the City enter into a Subdivision Improvement Agreement. The Subdivision Improvement Agreement requires the Developer to complete the public improvements as required by the conditions of approval for Subdivision 8836. As part of this agreement, the Developer is required to provide securities for the amount of the estimated cost of grading (\$24,869), public improvements (\$178,977) and landscaping (\$276,473).

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

The conditions of approval that remain to be satisfied include annexation of the property to the City of Oakley Street Lighting and Landscape Assessment District No. 1 (Conditions 86, 87 & 88), participating in the special police tax area (Condition 89), forming a district to fund the operations and maintenance for storm drainage (Condition 90) and participating in the formation of an assessment district for the construction of off-site improvements (Condition 91). Those items take several months to complete, and are more efficient when grouped with other projects.

With the formation of the Citywide Community Facilities District, (CFD 2015-2), Conditions 86, 87, 88, 90 and 91 can be satisfied by annexing into this CFD. Staff is also requesting the Council to approve a modification of the original conditions of approval to allow the Development to annex into CFD 2015-2, in lieu of annexing into the City of Oakley Street Lighting and Landscape Assessment District No. 1, to satisfy the requirements of Conditions 86, 87 & 88. This would also be in lieu of forming a district to fund the operations and maintenance for storm drainage and participating in the formation of an assessment district for the construction of off-site improvements to satisfy the requirements of Conditions 90 and 91.

The City Council has been receptive to recording final maps prior to the completion of the annexation process for other projects, so staff prepared a similar agreement to those used in the past. The agreements used previously allowed the map to record, but prohibited the sale of lots until the annexation was complete.

The City Council should be aware that by approving the Final Map without approving the Subdivision Annexation and Assessment Authorization Agreement, it is possible that additional voters could be introduced into the assessment district formation process, or that the applicant would not cooperate with the district formation. Staff recommends that if the Resolution approving the Subdivision Annexation and Assessment Authorization Agreement is not adopted, the Resolution approving the Final Map should not be adopted either.

#### **Fiscal Impact**

There is no fiscal impact associated with this action.

#### **Staff Recommendation**

Staff recommends that the City Council adopt the Resolutions authorizing the City Manager to execute the Subdivision Improvement Agreement, the Subdivision Annexation and Assessment Deferral Agreement and approve the Final Map for Subdivision 8836 Vintner View.

#### **Attachments**

- 1) City Council Resolution 82-06
- 2) Subdivision Improvement Agreement (SIA)
- 3) Resolution for SIA
- 4) Subdivision Annexation and Assessment Deferral Agreement (SAAADA)
- 5) Resolution for SAAADA

- 6) Resolution Approving the Final Map titled Subdivision 8836 Vintner View
- 7) Resolution Approving the Modification of Conditions of Approval 86, 87, 88, 90 and 91 of City Council Resolution 82-06
- 8) Reduction of Subdivision 8836 Vintner View Final Map

**RESOLUTION NO. 82-06****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING THE TENTATIVE MAP FOR SUBDIVISION 8836 INCLUDING A REZONE AND DESIGN REVIEW APPROVAL FOR THE VINTNER VIEW (TRACT 8836) DEVELOPMENT AND PHEASANT MEADOWS (TRACT 8736), AND CERTIFYING THE MITIGATED NEGATIVE DECLARATION RELATED THERETO****FINDINGS**

A. *Discovery Builders Inc.* (hereafter, "Applicant"), submitted an application to rezone and to subdivide real property (APN: 034-090-017 and 034-090-021, hereafter the "Property") as shown on Vesting Tentative Map 8836. In addition to the rezone and subdivision applicant also request Design Review approval of the Pheasant Meadows (Subdivision 8736) and Vintner View (Subdivision 8836) developments. The property is located at 1860, 1920, and 1930 O'Hara Avenue. The Project application includes requests for approval of the following"

- Rezoning 3.36-acres of the Vintner View project site from General Agriculture (A-2) to Single Family Residential (R-7);
- Vesting Tentative Map 8836, which would subdivide 3.36-acres into 8-residential lots and re-subdivide 1.93-acres of the Stonewood Development (Tract 8734);
- Design Review approval for the development of 50-single family homes comprising the 42-single family lots of Subdivision 8736 and 8 of the 17-residential lots located within Subdivision 8836;

B. The Project site is designated Single-Family Medium (SM) in the Oakley 2020 General Plan. The proposed unit densities of the Project are consistent with those General Plan designations.

C. The City prepared a Mitigated Negative Declaration dated March 16, 2006 which reflected the independent judgment of the City as to the potential environmental effects of the Project. The City circulated a Notice of Intent for the Mitigated Negative Declaration for a 30-day public review period starting March 20, 2006 and ending April 19, 2006.

D. On May 1, 2006, the Planning Commission held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the Applicants and the public, and deliberated on the applications. At the conclusion of its deliberations, the Planning Commission requested revisions to the proposed conditions of approval, and adopted Planning Commission Resolution No. 12-06 forwarding recommendations of approval with revised conditions of approval.

E. On May 22, 2006, the City Council held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the Applicants and the public, and deliberated on the applications. At the conclusion of its deliberations, the Council approved the project, subject to the conditions recommended by the Planning Commission and as revised by the Council during its deliberations.

H. These Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, the Residential Design Guidelines, and the information submitted to the City Council at its May 22, 2006 meeting, both written and oral, including oral information provided by the Applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Subdivision (hereafter the "Record").

NOW, THEREFORE, 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 recommended approvals:

1. Regarding the approval of Vesting Tentative Map 8836, the Council finds that the proposed subdivision, together with the provisions of its design and improvement, is consistent with the General Plan. The number of units, layout of lots and streets, identified improvements and dedications, and other technical requirements comply with the density prescribed by the General Plan and its applicable policies.

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

2. Regarding Design Review approval for the Development of 50-residential lots and associated improvements within the Pheasant Meadows (Subdivision 8736) and the Vintner View (Subdivision 8836), the Council finds that:

A. The proposed development of 50-single family homes is consistent with the General Plan designation.

B. The proposed development of 50-single family homes complies with all applicable Zoning regulation.

C. The proposed design and materials of the single-family homes are compatible with the surrounding area.

BE IT FURTHER RESOLVED THAT, on the basis of the foregoing Findings and the entire Record, subject to the conditions listed below, the Council takes the following actions:

- Certifies the Mitigated Negative Declaration;
- Adopts Council resolution approving the Vesting Tentative Map for Subdivision 8836 and Design Review;

BE IT FURTHER RESOLVED THAT, on the basis of the above Findings and the Record, the City Council approves the Applicant's request for the Vesting Tentative Map and Rezone with the following conditions:

#### **CONDITIONS OF APPROVAL**

##### Rezone & Subdivision

1. This Rezone, Subdivision and Design Review are approved, as shown on Exhibit A (Vesting Tentative Map dated 2-15-06), Exhibit B (Development Plan dated 11-7-05), Exhibit C (Architectural Plans dated 2-15-04), Exhibit D (Preliminary Landscape Plans dated 2-15-06) and attachments, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. This approval shall supersede any prior approvals for the portion of Subdivision 8734 included within this application.
3. This Subdivision approval shall be **effectuated within a period of three (3) years from receiving council approval and if not effectuated shall expire three years from the City Council approval date**. Prior to said expiration date, the applicant may apply for an extension of time, provided, however, this approval shall be extended for no more than a total of three years from the City Council approval date.
4. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.
5. The applicant shall dedicate the 1.0 acre park site within the subject site to meet park dedication and improvement requirements for the subject site and the adjoining Pheasant Meadows site (Tentative Map 8736).
6. The applicant shall work with the City's Park and Recreation Director and City Engineer to determine the feasibility of constructing a well in the neighborhood park.
7. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days may be modified on prior written approval by the Community Development Director.
8. Should archaeological materials be uncovered during grading, trenching or other on-site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.
9. A landscaping and irrigation plan for all areas shown on the landscape plan shall be submitted for review and approval of the Community Development Director prior to the issuance of any permits. Landscaping shall conform to the Oakley Landscape Guidelines and the City's Water Conservation Landscape Ordinance 82-26 and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.
10. California native drought tolerant plants shall be used as much as possible. All trees shall be a minimum fifteen-gallon size and all shrubs shall be a minimum five-gallon



size, except as otherwise noted.

11. The applicant shall maintain all landscaping until occupancy and shall annex the site into a landscaping and lighting district. The applicant is required to annex to a lighting and landscaping district and notify future homeowners by deed, notice of the fact that the land is within a landscaping and lighting district.
12. A street tree plan shall be submitted for review prior to issuance of Building Permits. The street trees shall be inter-mixed throughout the subdivision, so there are a variety of trees on every street, per review of the Community Development Department.
13. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District.
14. Where a lot/parcel is located within 300' of a high voltage electric transmission line, the applicant shall record the following notice:

"The subject property is located near a high voltage electric transmission line. Purchasers should be aware that there is ongoing research on possible potential adverse health effects caused by the exposure to a magnetic field generated by high voltage lines. Although much more research is needed before the question of whether magnetic fields actually cause adverse health effects can be resolved, the basis for such a hypothesis is established. At this time no risk assessment has been made."
15. When a Final Subdivision Public Report issued by the California Department of Real Estate is required, the applicant shall also request that the Department of Real Estate insert the above note in the report.
16. The following statements shall be recorded at the County Recorder's Office for each parcel to notify future owners of the parcels that they own property in an agricultural area:

"This document shall serve as notification that you have purchased land in an agricultural area where you may regularly find farm equipment using local roads; farm equipment causing dust or blowing sand; crop dusting and spraying occurring regularly; burning associated with agricultural activities; noise associated with farm equipment such as zon guns and aerial crop dusting and certain animals, including equestrian trails as well as flies may exist on surrounding properties. This statement is again, notification that this is part of the agricultural way of life in the open space areas of the City of Oakley and you should be fully aware of this at the time of purchase."
17. The applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).

18. All larger units with over 3500-square feet of living space shall include dual zone air conditioning units and re-circulated water heating systems for energy and resource conservation.
19. The applicant shall work with staff to improve the definition of smaller second story windows on the Plan B elevation by providing additional design details around the windows.
20. The applicant shall work with staff to enhance side elevations of two-story units with the use of false window shutters or built up trim where appropriate.
21. Any proposed trim or enhanced material provided on the front elevations of each residential unit shall be extended on both side elevations to the side yard fence line of each residential lot.
22. The applicant shall work with staff to provide architectural enhancements around garage doors to soften the visual impact of front loading garage doors on the streetscape.
23. The applicant shall incorporate decorative garage doors with glass details and moldings on 50% of the lots. The lots with decorative garage doors shall be designated on the Development Plan.
24. All residential units with 3-car garages shall have at least one garage door staggered a minimum of 2' along the front building elevation.
25. Side elevations on corner lots shall be enhanced by the use of wrap-around porches where feasible, additional windows, and other architectural embellishments subject to review and approval of the Community Development Department.
26. A minimum of 50% of the corner lots shall have single story homes. No less than 20% of the total number of units in the development shall be single story.
27. Not more than 25% of units within the development may have the same two-story plan.
28. Development Plan approval for the final placement of homes on each lot is subject to review and approval of the Community Development Director prior to issuance of building permits.
29. All street trees along O'Hara Avenue shall be a minimum 24" box container size; trees located on collector and local streets shall be a minimum 15 gallon container size; groundcover shall be a minimum of 5 gallon container size; and perennials installed on streets shall be a minimum of 1 gallon container size.
30. All landscaping shall be installed prior to occupancy of each residence.
31. There shall be two street trees per lot, except for corner lots, which are required to have four.

32. The trees in the Pheasant Meadows and Vintner View Development shall comply with the Residential Design Guidelines approved street tree list.
33. The applicant shall provide steel posts for all wood fences or an acceptable alternative per the approval of the Community Development Director.
34. The good neighbor fencing behind Lots numbered 3 through 8 on the Master Plot Plan dated November 7, 2005 shall consist of high grade vinyl materials with interlocking vinyl slats for enhanced durability and privacy. Final design of fencing shall be subject to review and approval of the Community Development Director.
35. Final fencing and wall plans shall be subject to review and approval of the Community Development Director.
36. In conjunction with development of the proposed project, the developer shall shield all on-site lighting so that it is directed within the project site and does not illuminate adjacent properties. A detailed lighting plan shall be submitted for the review and approval of the Community Development Department, the Police Department, and the Engineering Department in conjunction with the project improvement plans. Lighting shall be consistent with the lighting standards of the City's Residential Design Guidelines. The locations and design of the shielded light fixtures shall be submitted for the review and approval of the Community Development Department, the Police Department, and the Engineering Department in conjunction with the approval of improvement plans.
37. A list of potentially-occurring rare plant species should be developed. Rare plant survey, timed to coincide with the flowering period of target species should be conducted to determine if any special-status plant species are present within the study area. If rare plants are present within the development area of the proposed project the feasibility of avoidance shall be evaluated. If avoidance is not feasible, a mitigation plan should be developed and implemented.
38. If site disturbance commences during the nesting season (February 1 thru August 15), a preconstruction survey shall be conducted by a qualified wildlife biologist within 15 days of the start of project-related activities. If nests of migratory birds are detected on site, or within 75-feet (for migratory passerine birds) or 250-feet (for birds of prey) of the site, the applicant shall observe a no-disturbance buffer of 75-feet for migratory passerine birds or 250-feet for birds of prey in which no new site disturbance is permitted until August 15, or a qualified biologist determines that the young are foraging independently, or the nest has been abandoned.
39. Surveys performed consistent with the California Burrowing Owl Consortium protocol (CBOC 1997) shall be conducted not less than 30-days prior to site disturbance. If site disturbance commences outside of the nesting season, and burrowing owls(s) are present on site or within 160-ft of site disturbance, passive relocation consistent with the California Department of Fish and Game Staff Report (CDFG 1995) shall be implemented. The preconstruction surveys shall be repeated if more than 30-days elapse between the last survey and the start of construction activities. If site disturbance commences during the nesting season (Feb. 1<sup>st</sup> thru

Jan 31<sup>st</sup>) and burrowing owls(s) are present on site or within 250-feet of the site, a no-disturbance buffer of 250-feet (or less, if a smaller buffer is determined to be appropriate by a qualified biologist, based on site conditions) will be observed until the biologist determines that the nest has failed or the young are foraging independently.

40. If surveys determine that the site is occupied by burrowing owls, or if at least one burrowing owl has been observed occupying a burrow on site within three years prior to site disturbance, a minimum of 6.5 acres of foraging and nesting habitat per pair or unpaired resident bird should be acquired and permanently protected, consistent with the CDFG Staff Report (CDFG 1995) and CBOC mitigation guidelines (CBOC 1997). A burrowing owl management and monitoring plan approved by CDFG will be required, which specifies habitat management, performance standards, remedial measures, monitoring and annual reporting to CDFG. A permanent conservation easement prohibiting any activities inconsistent with burrowing owl management would be required, as would an endowment to fund management and monitoring in perpetuity. Off-site mitigation could be provided at an approved conservation bank, or on other lands.
41. The metal shed located where the neighborhood park is proposed should be demolished or moved between September 1<sup>st</sup> and January 31<sup>st</sup>, or after a qualified biologist inspects the shed and determines that it is not being used by barn owls for nesting. If an occupied nest is detected, demolition should be delayed until a qualified biologist determines that the nest has failed or the young owls are foraging independently. During the nesting season (February 1 thru August 31), not more than 30-days should elapse between the inspection of the shed and demolition.
42. A habitat assessment of on-site buildings and trees shall be conducted by a qualified bat biologist. The habitat assessment can be conducted at any time excluding periods of rain. The habitat assessment will be conducted to identify evidence of past or present bat activity, and to determine the suitability of buildings or trees on the site for day and/or night roost habitat. If no bats or evidence of bat roosting activity are found, no further action is required and demolition shall occur within one week of the habitat assessment.
43. If evidence of past or present bat activity, or roosting bats or bat carcasses are observed, then a qualified bat biologist shall make recommendation for appropriate measures to prevent "take". Such measures may include exclusion and humane eviction of bats roosting within the structure during non-maternity seasonal periods of activity, specifically February 15 thru April 15, and August 15 thru October 15, and partial dismantling of structures to induce abandonment by bats, or other appropriate measures.
44. All construction equipment shall use properly operating mufflers, and no combustion equipment such as pumps or generators shall be allowed to operate within 500 feet of any occupied residence during construction hours, without first surrounding the equipment by a noise protection barrier.
45. Lighted house numbers visible from the roadway are required for each residence.
46. There shall be no roof mounted HVAC units or HVAC units located within the side yard setback.

Public Works and Engineering Conditions

Applicant shall comply with the requirements of Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan received by the Community Development Department dated February 15, 2006.

**THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO FILING THE FINAL MAP UNLESS OTHERWISE NOTED:**

**General:**

47. Submit improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and pay the appropriate processing costs in accordance with the Municipal Code and these conditions of approval. The plans shall be consistent with the Stormwater Control Plan for the project including drywells within the front yards if necessary, or other alternative as approved by the City Engineer. The plans shall include the drawings and specifications necessary to implement the required stormwater control measures and be accompanied by a Construction Plan C.3 Checklist as described in the Stormwater C.3 Guidebook.
48. Submit a final map prepared by a licensed land surveyor or qualified registered civil engineer to the City Engineer and pay appropriate fees in accordance with the Municipal Code and these conditions of approval.
49. Submit grading plans including erosion control measures and revegetation plans prepared by a registered civil engineer to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.
50. Submit landscaping plans for publicly maintained landscaping, including planting and irrigation details, as prepared by a licensed landscape architect to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.
51. Execute any agreements required by the Stormwater Control Plan which pertain to the transfer of ownership and/or long term maintenance of stormwater treatment mechanisms required by the plan prior to the final inspection of the first house within the subdivision.
52. Building permits for house construction shall not be issued until the subdivision streets serving the lots have been paved.

**Roadway Improvements:**

53. Conduct a feasibility study for installing traffic calming devices along the improved portion of Grapevine Lane, west of Mayberry Drive. Traffic calming devices recommended by the study are subject to final approval by the City Engineer prior to installation.

54. Construct the project streets to City public road standards and as shown on the Tentative Maps with the following exceptions:
  - A. The minimum street grade may be lowered from the standard 1% to 0.75% provided that the project proponent demonstrates that the City's drainage standards can be achieved.
55. Construct Grapevine Lane as a 36-foot wide curb to curb roadway including full frontage improvements on the south side and curb and gutter on the north side from the western boundary of Subdivision 8734 to the western boundary of Subdivision 8836. *Future development on the Harty parcel (APN 034-090-015) will be required to pay the applicant back for the pro-rata share of the roadway that would have been their obligation.*
56. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer.
57. Install temporary signage as needed along Grapevine Lane to prevent construction traffic from utilizing the private road for access to the project site.
58. Install a standard street barricade at the western terminus of Grapevine Lane. The applicant shall coordinate with staff to insure installation of the barricade is appropriate and adequate vehicular access is available to existing residences off Grapevine Lane. The barricade shall include a sign notifying residents that the street is planned to be extended in the future.
59. Install permanent signage at the intersection of Grapevine Lane and O'Hara Avenue indicating that portion of Grapevine Lane is a private drive.
60. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.
61. Submit a phasing plan for the project streets to the City Engineer for review if the street improvement will be phased. The plan shall include provisions for emergency vehicle access, temporary turn-around facilities, and access to the occupied lots.

**Road Alignment/Sight Distance:**

62. Submit a preliminary plan and profile to the City Engineer for review showing all required improvements to Grapevine Lane. The sketch plan shall be to scale, show horizontal and vertical alignments, transitions, curb lines, lane striping and cross sections and shall provide sight distance for a design speed of 35 miles per hour. The plan shall extend a minimum of 150 feet  $\pm$  beyond the limits of the proposed work.

**Road Dedications:**

63. Convey to the City, by Offer of Dedication, the right of way for the project streets.

64. Relinquish abutter's rights of access along all non-primary frontages to the satisfaction of the City Engineer.
65. Furnish necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road, utility and drainage improvements.

**Street Lights:**

66. Install streetlights along all project streets including the north side of Grapevine Lane. The City Engineer shall determine the final number and location of the lights, and the lights shall be on an LS2-A rate service. The lights shall be decorative per City standards.

**Grading:**

67. Submit a geotechnical report to the City Engineer for review that substantiates the design features incorporated into the subdivision including, but not limited to grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections.
68. At least one week prior to commencement of grading, the applicant shall post the site and mail to the owners of property within 300 feet of the exterior boundary of the project site notice that construction work will commence. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be kept current at all times and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility. The names of the individual responsible for noise and litter control shall be expressly identified in the notice. The notice shall be reissued with each phase of major grading activity. A copy of the notice shall be concurrently transmitted to the City Engineer. The notice shall be accompanied by a list of the names and addresses of the property owners noticed, and a map identifying the area noticed.
69. Grade all pads so that they drain directly to the public street at a minimum of one percent without the use of private drainage systems through rear and side yards.
70. Grade any slopes with a vertical height of four feet or more at a slope of 3 to 1. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's building code.
71. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.
72. Submit a haul route plan to the City Engineer for review and approval prior to importing or exporting any material from the site. The plan shall include the location of the borrow or fill area, the proposed haul routes, the estimated number and frequency of trips, and the proposed schedule of hauling. Based on this plan the City Engineer shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking

activities may have. The project proponents shall be responsible to repair to their pre-construction condition any roads along the utilized routes.

73. Prior to commencement of any site work that will result in a land disturbance of one acre or more, the applicant shall provide evidence to the City Engineer that the requirements for obtaining a State General Construction Permit have been met. Such evidence may be a copy of the Notice of Intent letter sent by the State Water Resources Control Board. The WDID Number shall be shown on the grading plan prior to approval by the City Engineer.
74. Submit an updated erosion control plan reflecting current site conditions to the City Engineer for review and approval no later than September 1st of every year while the Notice of Intent is active.
75. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.

**Utilities/Undergrounding:**

76. Underground all new and existing utility distribution facilities, including those along the frontage of Grapevine Lane. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.
77. All utility boxes shall be installed underground and all wires and cables must be installed in conduits. Compliance with this condition shall be at the discretion of the City Engineer.
78. Relocate the Irrigation Lateral that currently exists along the southern project boundary to a public street right of way if the relocation has not already been completed.

**Drainage Improvements:**

79. Collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse.
80. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system and stormwater pond to the City Engineer for review and approval.
81. Design and construct all storm drainage facilities in compliance with the Code and City design standards.



82. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
83. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

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

84. Comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, or any of its Regional Water Quality Control Boards (Central Valley - Region IV).

Compliance shall include developing long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long-term BMP's in accordance with the Contra Costa Clean Water Program for the site's storm water drainage:

- Offer pavers for household driveways and/or walkways as an option to buyers.
- Minimize the amount of directly connected impervious surface area.
- Installing permanent decorative metal markers that read "No Dumping, Drains to Delta" on all storm drains as approved by the City Engineer.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program to buyers.
- Other alternatives as approved by the City Engineer.

**Fees/Assessments:**

85. Comply with the requirements of the development impact fees listed below, in addition to those noticed by the City Council in Resolution 00-85 and 08-03. The applicant shall pay the fees in the amounts in effect at the time each building permit is issued.
  - A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);
  - B. Regional Transportation Development Impact Mitigation Fee (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);
  - C. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
  - D. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);
  - E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);

- F. Child Care Facilities "In Lieu" Fee (adopted by Ordinance Nos. 18-99 and 23-99); and
- G. Fire Facilities Impact Fee, collected by the City on behalf of the Oakley Fire Protection District.
- H. South Oakley Infrastructure Master Plan Fee (adopted by Resolution No. 52-03).
- I. General Plan Fee (adopted by Resolution No. 53-03).

The applicant should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future developments. The Applicant may also be eligible for a credit against the Park Land Acquisition component of the Park Impact Fee that is equal to the amount of the Park Land Dedication In-Lieu Fee paid.

- 86. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide landscaping and park maintenance, subject to an assessment for maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to approval of the final map. The Applicant shall apply for annexation and provide all information and documents required by the City or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.
- 87. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide street lighting costs and maintenance, subject to an assessment for street light maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to filing of the final map. The applicant shall apply for annexation and provide all information and documents required by the City or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.
- 88. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for project specific landscaping maintenance, subject to an assessment for landscape operation and maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to filing of the final map. The applicant shall apply for annexation and provide all information and documents required by the City or its agents in processing the annexation. All costs of annexation shall be paid by Applicant.
- 89. Participate in the provision of funding to maintain police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax

shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to filing of the final map. Should the homes be occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rata share for the remainder of the tax year prior to the City conducting a final inspection.

90. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. The funding mechanism shall be formed prior to filing of the parcel map, and the project proponent shall fund all costs of the formation.
91. Participate in the formation of an assessment district for the construction of off-site improvements or and/or the pre-payment of all or a portion of eligible development impact fees should the City deem such a mechanism necessary. The assessment district shall be formed prior to the filing of any final or parcel map, and the project proponent shall fund all costs of formation.
92. Applicant shall comply with the drainage fee requirements for Drainage Area 30A as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of building permit issuance. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which he might be eligible. Any credit or reimbursements shall be determined prior to filing the final map or as approved by the Flood Control District.
93. Participate in the City's South Oakley Infrastructure Master Plan both by cooperating with the City's consultant team in the design and implementation of specific infrastructure projects and by providing this project's fair share contribution to the costs of preparing the study. The fair share contribution shall be paid in accordance with Resolution 52-03.

## **ADVISORY NOTES**

THE FOLLOWING ADVISORY NOTES ARE PROVIDED TO THE APPLICANT AS A COURTESY BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

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

- E. Comply with the requirements of the East Contra Costa Fire Protection District.
- F. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.
- G. This project may be subject to the requirements of the Department of Fish and Game. It is the applicant's responsibility to notify the Department of Fish and Game, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.
- H. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.
- I. The applicant shall obtain an encroachment permit for construction within existing City rights of way.
- J. The applicant shall obtain an encroachment permit from Caltrans for construction within the State right of way.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 22nd day of May 2006, by the following vote:

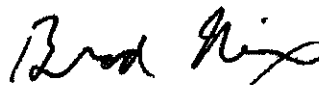
AYES: Anderson, Nix, Connelley, Rios, and Romick

NOES: None

ABSTENTIONS: None

ABSENT: None

APPROVED:



MAYOR

ATTEST:

  
CITY CLERK

**CITY OF OAKLEY  
SUBDIVISION IMPROVEMENT AGREEMENT  
SUBDIVISION 8836 VINTNER VIEW**

This agreement is made and entered into this 24th day of May, by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and Forecast Land Investment, LLC, a California Limited Liability Company hereinafter referred to as "DEVELOPER".

**RECITALS**

**WHEREAS**, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the sub-divider of Subdivision 8836 Vintner View desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Number 82-06 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled: Grading Plans "Pheasant Meadows & Vintner View" Subdivision 8736 & 8836 and Improvement Plans "Pheasant Meadows & Vintner View" Subdivision 8736 & 8836 now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

**WHEREAS**, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 82-06 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA is the subject of this Agreement. DEVELOPER's agreement to satisfy all COA including the aforementioned COA and construct the Improvements identified in the aforementioned COA is a material part of the consideration for this Agreement; and

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

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

1. Improvements.

DEVELOPER agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as Conditions of Approval of Tentative Map 8836 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the

subdivision ordinance. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

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

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

All deadlines, cure periods and periods for DEVELOPER'S performance under this Agreement shall be extended as applicable by occurrences of Unavoidable Delay. "**Unavoidable Delay**" shall mean any prevention, delay or stoppage in the performance of DEVELOPER's obligations under this Agreement, which prevention, delay or stoppage is caused by: (a) CITY's actions or CITY's failure to take any action that the CITY is required to take under the express terms of this Agreement, (b) acts of God, war, inability to obtain labor or materials or reasonable substitutes therefor due to conditions generally applicable in the location of the Property, (c) moratoria, regulations, or controls imposed, or lack of action taken, by any governmental or quasi-governmental agency, (d) the inability to obtain permits or other necessary governmental approvals, (e) rain or other inclement weather, or (f) other similar matters or causes beyond DEVELOPER's reasonable control. DEVELOPER shall give written notice to CITY within fifteen (15) business days after DEVELOPER becomes aware of the occurrence of an Unavoidable Delay specifying the nature of the Unavoidable Delay. DEVELOPER will use commercially reasonable efforts to minimize the impact of any Unavoidable Delay.

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

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be a total of \$480,320 of which:

\$24,869 Vintner View Subdivision 8836 part of the Grading Plans, \$178,977 Vintner View Subdivision 8836 part of the Improvement Plans and \$276,474 for Landscape Improvements. Said amount includes costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

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

- a. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that The Improvements will be satisfactorily completed.
- b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to fifty percent (50%) of the estimate set forth in Paragraph 2 and sufficient to assure CITY that DEVELOPER'S contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.
- c. If required by CITY, a cash deposit, corporate surety bond, or instrument of credit sufficient to assure CITY that the surface water drainage of the subdivision shall not interfere with the use of neighboring property, including public streets and highways.

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

4. Prevailing Wage.

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

Exhibit B. DEVELOPER shall waive, indemnify, hold harmless and defend CITY concerning any liability arising out of Labor Code Section 1720 et seq.

5. Insurance Required.

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

6. Work Performance and Guarantee.

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

In the event the DEVELOPER shall fail to comply with the conditions of the foregoing guarantee within thirty (30) days time, after being notified of the defect in writing, CITY shall have the right, but shall not be obligated, to repair or obtain the repair



of the defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately repair, or cause to be repaired, such defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of CITY.

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

7. Inspection of the Work.

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

8. Agreement Assignment.

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

9. Abandonment of Work.

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

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

DEVELOPER's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of DEVELOPER.

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

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

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

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

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

Forecast Land Investment, LLC,  
Attn: Louis Parsons  
4061 Port Chicago Highway #H  
Concord, CA 94524

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

Willis Towers Watson  
525 Market Street, Suite 3400  
San Francisco, California 94105

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

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

10. Use of Streets or Improvements.

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

11. Safety Devices.

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

12. Acceptance of Work.

Upon notice of the completion of the work covered by this agreement and the delivery of a set of final as-built plans to CITY by DEVELOPER, CITY, through its City Engineer or his designated representative, shall examine the work without delay, and, if found to be in accordance with said plans and specifications and this Agreement, shall recommend acceptance of the work to the City Council and, upon such acceptance, shall notify DEVELOPER or his designated agents of such acceptance.

13. Patent and Copyright Costs.

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

14. Alterations in Plans and Specifications.

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

bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

15. Liability.

- a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. DEVELOPER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER'S actions and obligations hereunder; provided as follows:
1. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 4 hereof.
  2. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- b. Design Defect. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the CITY of the improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the CITY for the corrective work required.

- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action against DEVELOPER's surety on the bonds provided under paragraph 3.

Recitals.

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

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

**CITY OF OAKLEY**

**Forecast Land Investment, LLC**

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

By: \_\_\_\_\_  
Louis Parsons  
Authorized Agent

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

Exhibits:     Exhibit A –    City of Oakley, City Council, Resolution 82-06  
                  Exhibit B –    Prevailing Wage  
                  Exhibit C -    Insurance Requirements  
                  Exhibit D -    Verification of Required Insurance

**EXHIBIT A**  
**(RESOLUTION 82-06)**

## EXHIBIT B

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

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

#### HOURS OF WORK:

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

#### WAGES:

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



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

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

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

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

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

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

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

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### CONSTRUCTION CONTRACTS

##### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ***Subcontractors***

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

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds:

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

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

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

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

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

RESOLUTION NO. \_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH FORECAST LAND INVESTMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR SUBDIVISION 8836 VINTNER VIEW AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT**

**WHEREAS**, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with Forecast Land Investment, LLC, a California Limited Liability Company for the development of a residential subdivision known as Subdivision 8836 Vintner View; and

**WHEREAS**, this agreement will require the developer to complete approximately \$480,320 in public improvements and drainage infrastructure in accordance with the project conditions of approval and City standard construction design.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Forecast Land Investment, LLC, a California Limited Liability Company is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 8836 Vintner View in the form attached hereto as Exhibit A and is made part of this resolution.

**PASSED AND ADOPTED** by the City Council of the City of Oakley, California, this 24<sup>th</sup> day of May 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

**Recording Requested By:**

Forecast Land Investment, LLC  
4061 Port Chicago Highway,  
Ste H  
Concord, CA 94520

**When Recorded Mail To:**

City Clerk  
City of Oakley  
3231 Main Street  
Oakley CA 94561

**SUBDIVISION ANNEXATION AND ASSESSMENT  
AUTHORIZATION DEFERRAL AGREEMENT  
SUBDIVISION 8836 VINTNER VIEW**

This agreement ("Agreement") is made at Oakley, California, effective as of the 24th day of May, by and between the CITY OF OAKLEY, a municipal corporation ("City") and Forecast Land Investment LLC, a California Limited Liability Company ("Owner").

**Recitals**

A. On May 22<sup>nd</sup>, 2006 the City Council of the City of Oakley adopted Resolution 82-06 which conditionally approved the tentative map for Subdivision 8836, an 8 unit subdivision along with re-subdividing 12 lots from Subdivision 8734 ("Subdivision") located within the City of Oakley, which Subdivision is further described in the map and legal description attached hereto and incorporated herein as Exhibits A and B respectively.

B. Conditions of Approval 86, 87, and 88 require annexation to City of Oakley Street Lighting and Landscape Assessment District No. 1 ("District") and approval of assessments for Citywide parks, Citywide street lighting, and landscaping operation and maintenance.

C. Condition of Approval 89 requires participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") for the parcels created by this subdivision approval.

D. Condition of Approval 90 requires participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting ("Funding Mechanism").



E. Condition of Approval 91 requires participation in the formation of an assessment district for the construction of off-site improvements should the City deem such a mechanism necessary ("Assessment District").

F. City and Owner, by this Agreement, are implementing conditions of approval Numbers 86, 87, 88, 89, 90 and 91.

## AGREEMENT

With reference to the foregoing Recitals and in consideration of the mutual provisions, obligations and covenants herein contained, City and Owner agree as follows:

1. Recitals.

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

2. Support for Annexation.

Owner shall support and take any and all actions necessary to annex the Subdivision into the District for the future maintenance and costs of Citywide parks, Citywide street lighting, and landscaping and irrigation facilities in median islands, parkways and other areas designated in the District.

Owner shall support and take any and all actions necessary to participate in the provision of funding to maintain police services.

Owner shall take any and all actions necessary to participate in the formation of a Funding Mechanism for the operation and maintenance of the storm drain system, including Citywide stormwater management and discharge control activities.

Owner shall support and take any and all actions necessary to participate in the formation of an assessment district for the construction of off-site improvements should the City deem such a mechanism necessary.

3. Submission of Assessment Ballots in Favor of Assessment, Special Tax Ballot in Favor of Special Tax, Ballot for Storm Drain and Levee Maintenance Funding Mechanism and .

Upon receipt of an assessment ballot regarding the assessments that shall be annually imposed by the District and/or a special tax ballot regarding the special tax annually imposed for maintenance of police services and/or a ballot or written request from the City regarding the participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, and/or a ballot or written request from the City regarding participation in the

formation of an assessment district for construction of offsite improvements, Owner shall promptly indicate its support for such assessments and/or special taxes by marking the ballot(s) and submitting it as instructed in the ballot materials. Owner specifically understands that the current assessments levied by the District and the current special taxes for maintenance of police services and the current special taxes for the Funding Mechanism may increase due to inflation and Owner agrees to pay any such increase.

4. Restrictions on Conveyances and Transfers of Title.

Owner shall not convey or otherwise transfer of title to any residential parcel in the Subdivision until the annexation to District, approval of the Special Tax, formation of the Funding Mechanism and formation of the Assessment District including the completion of the ballot proceedings are finalized, and the assessments and special taxes are authorized to be levied on all the residential parcels in the Subdivision. Owner may, however, enter into reservation contracts with potential purchasers of residential parcels within the Subdivision, provided that such contracts include a prominent warning that shall be reviewed by and acceptable to the City identifying the existence of this Agreement and summarizing its critical requirements.

5. Restrictions on Issuance and Processing of Building Permits.

Owner shall not request, and City shall neither issue nor process, any building permits for any parcel or structure in the Subdivision until approval of the Special Tax, formation of the Assessment District and formation of the Funding Mechanism including the completion of the ballot proceedings is finalized and the assessments and special taxes are authorized to be levied on all the residential parcels in the Subdivision.

6. Recordation of Agreement.

Prior to issuance of the Final Map, Owner shall record this Agreement in the chain of title for all the residential parcels in the Subdivision, such that this Agreement will be identified in any title report prepared for a potential purchaser of a residential parcel in the Subdivision.

7. Issuance of Final Map.

City shall not withhold approval of the final map for the Subdivision prior to completion of the approval of the Special Tax, formation of the Assessment District and formation of the Funding Mechanism on residential parcels in the Subdivision on account of failure to complete approval of the Special Tax, formation of the Assessment District and formation of the Funding Mechanism provided that the Subdivision is in substantial compliance with all other conditions of approval and full compliance with applicable laws.

#### 8. Severability and Integration of Agreement.

This Agreement is an integrated agreement containing the entire understanding of the Parties regarding the matters addressed herein. No amendment or variation of the terms of this Agreement shall be effective unless made in writing and executed by both parties. In the event that any provision of this agreement is finally held or determined to be illegal or void by a court having jurisdiction, the remaining portions of the Agreement remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

**APPROVED AS TO FORM:**

**CITY OF OAKLEY**

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

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

**ATTEST:**

**DEVELOPER**

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

By: \_\_\_\_\_  
Albert D. Seenno, III

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

**EXHIBIT A**  
**MAP OF SUBDIVISION**

**EXHIBIT B**  
**LEGAL DESCRIPTION OF SUBDIVISION**



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING A SUBDIVISION ANNEXATION AND ASSESSMENT AUTHORIZATION DEFERRAL AGREEMENT WITH FORECAST LAND INVESTMENT, LLC FOR SUBDIVISION 8836 VINTNER VIEW**

**WHEREAS**, Conditions of Approval 86, 87 & 88 require annexation to City of Oakley Street Lighting and Landscape Assessment District No. 1 ("District") and approval of assessments for Citywide landscaping and park maintenance, Citywide street lighting costs and maintenance and project specific landscaping maintenance; and

**WHEREAS**, Condition of Approval 89 requires the Subdivision's participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") created by this minor subdivision approval; and

**WHEREAS**, Condition of Approval 90 requires the Subdivision's participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, storm water ponds and any proposed pump stations as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. Condition of Approval 90 further requires that the funding mechanism shall be formed prior to filing of any final or parcel map, and the project proponent shall fund all costs of formation; and

**WHEREAS**, Condition of Approval 91 requires participation in the formation of an assessment district for the construction of off-site improvements if deemed necessary by the City; and

**WHEREAS**, Forecast Land Investment, LLC (Forecast) is requesting that the Final Map for Subdivision 8836 Vintner View be filed, and is willing to enter into an agreement that, among other things, will allow Forecast to file the map but will prohibit Forecast from selling any lots until the assessment district annexations are complete.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Oakley that the Subdivision Annexation and Assessment

Authorization Deferral Agreement with Forecast Land Investment, LLC (Forecast) is hereby approved and the City Manager is hereby authorized to execute the Subdivision Annexation and Assessment Authorization Deferral Agreement for Subdivision 8836, subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> of May, 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

ATTEST:

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

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

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
APPROVING THE FINAL MAP OF SUBDIVISION 8836**

**WHEREAS**, Forecast Land Investment, LLC has satisfied the necessary conditions of approval for Subdivision 8836, as approved by the City Council on May 22<sup>nd</sup>, 2006 by Resolution Number 82-06; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Oakley that the final map labeled "Subdivision 8836", as prepared by Isakson & Associates be approved.

**PASSED AND ADOPTED** by the City Council of the City of Oakley, California, this 24<sup>th</sup> day of May 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

## RESOLUTION NO. \_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, MODIFYING CONDITIONS OF APPROVAL 86, 87, 88, 90 AND 91 OF COUNCIL RESOLUTION 82-06 FOR SUBDIVISION 8836 VINTNER VIEW**

**WHEREAS**, Conditions of Approval 86, 87 & 88 require annexation to City of Oakley Street Lighting and Landscape Assessment District No. 1 ("District") and approval of assessments for Citywide landscaping and park maintenance, Citywide street lighting costs and maintenance and project specific landscaping maintenance; and

**WHEREAS**, Condition of Approval 89 requires the Subdivision's participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") created by this minor subdivision approval; and

**WHEREAS**, Condition of Approval 90 requires the Subdivision's participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, storm water ponds and any proposed pump stations as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. Condition of Approval 90 further requires that the funding mechanism shall be formed prior to the filing of any final or parcel map, and the project proponent shall fund all costs of formation; and

**WHEREAS**, Condition of Approval 91 requires participation in the formation of an assessment district for the construction of off-site improvements if deemed necessary by the City; and

**WHEREAS**, on December 8, 2015 the City Council adopted Resolution 144 -15 which resulted in the formation of Community Facilities District 2015-2; and

**WHEREAS**, Community Facilities District 2015-2 was formed to provide an alternative funding mechanism that satisfies the requirements of Conditions of Approval 86, 87 and 88 related to Citywide landscaping and park maintenance,

Citywide street lighting costs and maintenance and project specific landscaping maintenance and Conditions of Approval 90 and 91 related to the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, storm water ponds and any proposed pump stations as well as any levees proposed to be maintained by the City and participation in the formation of an assessment district for the construction of off-site improvements if deemed necessary by the City; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Oakley that Forecast Land Investment, LLC as the Developer of Subdivision 8836 may opt to annex into CFD 2015-2 in lieu of annexing into the City of Oakley Street Lighting and Landscape Assessment District No. 1, participation in the formation of a mechanism to fund the operation and maintenance of the storm drain system and participation in the formation of an assessment district for the construction of off-site improvements.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> of May, 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

ATTEST:

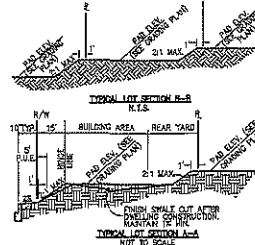
\_\_\_\_\_  
Kevin Romick, Mayor

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

\_\_\_\_\_  
Date

# VESTING TENTATIVE MAP AND PRELIMINARY GRADING PLAN "VINTNER VIEW" SUBDIVISION 8836

PARCEL 'D' (32 PM 48) AND RE-SUBDIVISION OF LOTS 15-26 (SUBDIVISION 8734).  
CITY OF OAKLEY  
CONTRA COSTA COUNTY, CALIFORNIA  
SCALE: 1" = 40'  
FEBRUARY 2008  
ISAIXSON & ASSOCIATES, CIVIL ENGINEERING & LAND SURVEYING  
2255 YONKAO VALLEY ROAD, SUITE 'C' - HALLIUT CREEK, CALIFORNIA



### GENERAL NOTES

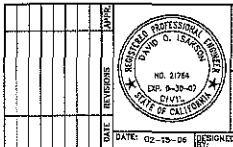
- OWNERS: LOTS 1-8, PARCELS PAUL J. & SHARON K. BRUNG FAMILY TRUST (DATED MAY 1, 1998) 1802 OPERA AVENUE OAKLEY, CA 94551 LOTS 9-17: WEST COAST HOME BUILDERS, INC. 4081 FORT CHICAGO HWY #1 WEST OAKLEY, CA 94520 (925)992-8419
  - DEVELOPER/SUBDIVIDER: LOTS 1-8, PARCELS DISCOVERY BUILDERS, INC. 4081 FORT CHICAGO HWY #1 WEST OAKLEY, CA 94520 (925)992-8419 LOTS 9-26: WEST COAST HOME BUILDERS, INC. 4081 FORT CHICAGO HWY #1 OAKLEY, CA 94520 (925)992-8419
  - WATER SUPPLY: DIABLO WATER DISTRICT
  - SEWAGE: IRONHOUSE SANITATION DISTRICT
  - STORM DRAINAGE: CITY OF OAKLEY
  - ASSESSOR'S PARCEL: 034-080-017 & 034-080-021
  - CONTIGUOUS: 1' INTERVALS
- NOTE: ALL EXISTING STRUCTURES TO BE REMOVED

### LAND USE NOTES

- PRESENT LAND USE: ONE RESIDENCE
- PROPOSED LAND USE: RESIDENTIAL
- MINIMUM LOT SIZE: 8,500 S.F. LOTS 1-8, PARCELS 8,000 S.F. LOTS 9-20;
- AVERAGE LOT SIZE: 8,739 S.F. LOTS 1-8, PARCELS 7,020 S.F. LOTS 9-20;
- ZONING: LOTS 1-8, PARCELS SINGLE FAMILY MEDIUM LOTS 9-20; P-1
- TOTAL AVERAGE: 3.30 ACRES LOTS 1-8, PARCELS 1.92 ACRES LOTS 9-20;
- DENSITY: LOTS 1-8, PARCELS 2.38 D.U./ACRE LOTS 9-20; 8.22 D.U./ACRE
- TOTAL NUMBER OF LOTS: 20

LEGEND

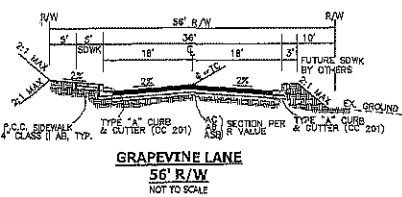
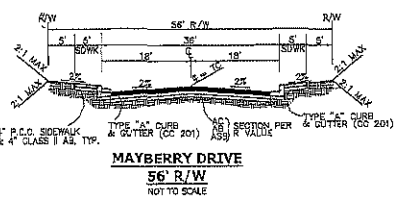
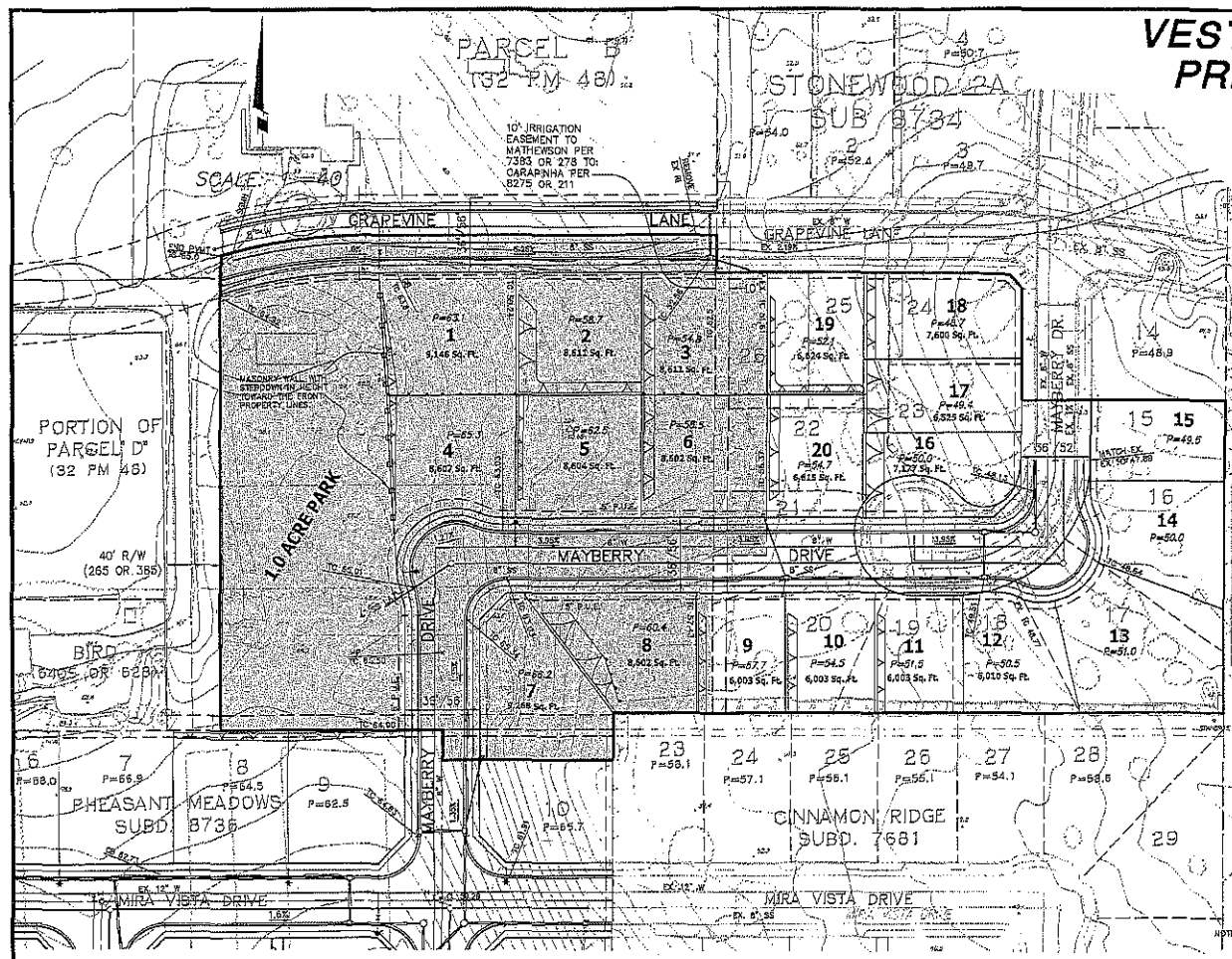
SS	8.0' LOT NO.	2:1 SLOPE
8	8.0' LOT DIMENSION	NEW FIRE HYDRANT
88.7	PAID ELEV.	



VESTING TENTATIVE MAP AND PRELIMINARY GRADING PLAN  
VINTNER VIEW  
CITY OF OAKLEY  
CONTRA COSTA COUNTY, CALIFORNIA

**Isakson & Assoc. Inc.**  
civil engineering and land surveying  
2255 Yonkao Valley Road, Suite C, Walnut Creek, CA 94598 Phone (925) 937-3333

DATE: 02-19-08	DESIGNER: NGS	DRAWN: NGS	CHECKED: DOI	PROJECT: 200349	SHEET: 1 OF 1
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VINTNER VIEW (SUBD. 8836) LOTS

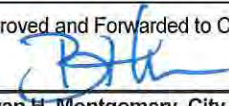
NOTE: SEE ATTACHMENT FOR C.3 CLEANING COMPLIANCE PLAN.



## STAFF REPORT

**Date:** Tuesday, May 24, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, Public Works Director/City Engineer

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**SUBJECT:** Award of Contract to Contract Sweeping Services (CSS) for Street Sweeping Maintenance Services for the City of Oakley

### Background and Analysis

The City of Oakley is responsible for the street sweeping maintenance of approximately 238 curb miles within the community. These curb miles include, but are not limited to; residential, arterial, collector, median curbs and City owned parking lots. The State of California Clean Water laws require municipalities to clean and sweep their public streets to ensure that trash and debris do not flow from the street into the storm drain system and ultimately to the San Francisco Bay waterways.

The City of Oakley issued a Request for Proposals (RFP) on April 9, 2014 from professional companies who provide street sweeping services to municipalities. Universal Building Services, Inc. and Contract Sweeping Services Inc., both Bay area companies were the most qualified firms to provide these services and after evaluation of the proposals, the City Council awarded the street sweeping contract to Universal Building Services Inc. on May 13, 2014.

City staff was notified by Universal Building Services Inc. in October 2014 that the company was closing their street sweeping division and would not be able to provide street sweeping services for the City of Oakley after December 31, 2014. Staff contacted Contract Sweeping Services, Inc. and was informed that they were willing to take over the street sweeping contract for the City of Oakley without any interruptions or cost increases. Contract Sweeping Services, Inc. was given the contract to continue the street sweeping contract that was no longer provided by Universal Building Services, Inc. They have done a good job in performing these sweeping services for City of Oakley since January of 2015.

Staff has had a meeting with Contract Sweeping Services, Inc. and has discussed the possibility of the extension of the street sweeping contract with them. After these discussions, staff recommends that the City Council award the street

sweeping contract to Contract Sweeping Services, Inc. for FY 2016/17 and 2017/18.

**Fiscal Impact**

Approval of the resolution will authorize the City Manager to execute the Street Sweeping Maintenance Services Agreement with Contract Sweeping Services, Inc. in the amount of \$144,547.20 for Fiscal Year 2016/17 and \$151,774.56 for FY 2017/18. This amount includes the CPI cost increase as well as the added cost for disposal of the trash picked up by the street sweepers. The City of Oakley cost for street sweeping is the least in Contra Costa County when compared to other municipalities.

It is important to point out the cost for disposal of trash that is picked up by street sweepers has gone up substantially due to California environmental regulations and all municipalities are paying more for disposal of their street sweeping trash.

**Recommendation**

Staff recommends that the City Council adopt the resolution approving the Street Sweeping Maintenance Services Agreement with Contract Sweeping Services for a two year period and authorizes the City Manager to execute this agreement.

**Attachments**

1. Proposal from Contract Sweeping Services
2. Resolution





March 31, 2015

Attention:  
City of Oakley

**Street Sweeping Extension**

On behalf of the Team at Contract Sweeping Services, Inc. we would like to provide supportive reasoning to assist your Board in extending the current sweeping contract

Contract Sweeping Services, Inc. is a related company to Universal Site Services, Inc. This offers 57 years of history, expertise and dedication to provide a seamless transition for any Municipality within this bid package. The principle owners of Contract Sweeping Services, Inc., Universal Site Services, Inc. offer an enthusiastic and committed approach to retain our reputation of perseverance and excellence.

Descriptions of the related organizations which are owned by a brother and sister team whom grew up in the industry with their Father as founder of much of the industry and the manufacturing of the conventional parking lot sweeper. The duo has individual strengths and work well as a team.

**Contract Sweeping Services, Inc.** – Founded in 2003 for the purpose to segregate municipal business from private property and retail shopping center services. Contract Sweeping Services, specifically focuses on residential and commercial street sweeping programs.

[www.contractsweeping.com](http://www.contractsweeping.com)



**Universal Site Services, Inc.** – Organized in 1958. As needs changed we have the capabilities to change to accommodate our customers. In 1958 we were known as San Jose Commercial Sweeping, then in 1984 we changed the name to Universal Sweeping and since we are no longer only a sweeping service provided we changed our name is Universal Site Services in 2011. All organizations are ‘Offshoots’ of Universal Site Services.



Universal Site Services, provides complete exterior maintenance solutions to commercial and retail shopping centers. We work for both 3<sup>rd</sup> party property management firms and private property owners. Services include but are not limited to:

[www.universalsiteservices.com](http://www.universalsiteservices.com)

- parking lot sweeping
- day-porter services
- pressure washing/garage washing
- hauling services, and more!

The backbone to any organization offering services by means of mechanical equipment are seasoned mechanics equipped to travel and repair in the field. In addition to technicians that are skilled - qualified sweeper operators that provide the Municipality the confidence of a job well done. Both of which are specialty trades and your Municipality should not be the training grounds for new employees. This is an increased benefit most organizations will not have the ability to offer traveling from other regions. Our Fleet and Team can be found at:

**HEADQUARTERS**  
**800-647-9337**

760 E. Capitol Ave  
Milpitas, CA 95035

3174 Luyung Dr. # 3  
Rancho Cordova, CA 95742

**1113 Shaw Road**  
**Stockton, CA 95215**

Your team would be managed and dispatched from our Stockton Headquarters. We encourage for your Board to visit one or all of our shops and take account the activity, management and operations that occur within our Team!

**Safety**

The safety of the public and to our employees is Contract Sweeping's first and foremost concern. We continue to look for new technology and training to stay at the forefront of the industry, while maintaining the tried and true practices that we have found to be instrumental to the success to safety- such as our IIPP (Injury & Illness Prevention Program), MSDS (Material Safety Data Sheets), issuance of all necessary PPE (Personal Protective Equipment), and conducting weekly tailgates.

**Disposal**

CSS owns and operates our own roll off trucks and multiple 20 & 40 yard bins. We can accommodate our own hauling to the transfer stations or dispose at the yard as directed by the City. This typical coordination will come written within the contract requirements or prior to commencement, if not included within the contract this may lead to additional fees. If CSS is requested to coordinate hauling; it is typical that the routes would be approved and discussed with public works where the most appropriate location for containers can accommodate a seamless operation.

**References**

You will find that we service neighboring municipalities: County of Santa Cruz and City of Patterson. Our staff can cross train and support their co-workers during the fall season as well as days off and for emergency situations.





# CONTRACT SWEEPING SERVICES

## Reference List

- ◆ **City of Stockton – Residential Street Sweeping – Contract amount \$ 1,200,000 annual**
  - Allied-Delta Container: 1145 W. Charter Way, Stockton Ca 95206
    - Kevin Basso 209-481-1763
  - Waste Management: 1240 Navy Drive, Stockton Ca 95206
    - Tom Sanchez 209-481-0161

**Contract Start: June 2004 To: Current**
  
- ◆ **City of Campbell –Residential Sweeping & Lots – Contract amount \$ 131,966.37 annual**

70 N First Street Campbell, CA 95008 ..... Ron Taormina - 408-866-2734

**Contract Start: July 2006 To: Current**
  
- ◆ **City of Saratoga – Residential Street Sweeping – Contract amount \$ 186,558.00 annual**

19700 Allendale Ave. Saratoga, CA 95070..... Rick Torres - 408-868-1244

**Contract Start: June 2009 To: Current**
  
- ◆ **City of Rancho Cordova – Residential Sweeping – Contract amount \$ 173,631.24 annual**

2729 Prospect Park Drive, Rancho Cordova, 95670.....Maria Lopez - 916-851-8893

**Contract Start: January 2010 To: Current**
  
- ◆ **City of Fairfield – Residential Sweeping – Contract amount \$ 348,000 annual**

2901 Industrial Ct. Fairfield, CA 94533.....Travis Armstrong – 714-931-5685

**Contract Start: November 2014 To: Current**
  
- ◆ **City of Palo Alto – Residential Sweeping – Contract amount \$ 540,000 annual**

3201 E. Bayshore Road, Palo Alto, CA 94303.....Todd Seeley - 408-476-9375

**Contract Start: October 2014 To: Current**
  
- ◆ **City of San Ramon – Residential Street Sweeping – Contract amount \$ 204,000 annual**

5000 Crow Canyon Road, San Ramon, CA 94582 ..... David Krueger – 925-973-2824

**Contract Start: June 2007To: Current**
  
- ◆ **Contra Costa County – Residential Street Sweeping – Contract amount \$ 168,000 annual**

255 Glacier Drive, Martinez, CA 94553.....Michele Mancuso – 925-313-2236

**Contract Start: November 2014 To: Current**
  
- ◆ **San Anselmo – Residential Street Sweeping – Contract amount \$ 72,000 annual**

525 San Anselmo Ave, San Anselmo, CA 94960.....Rachel Calvert – 415-258-4623

**Contract Start: October 2014 To: Current**
  
- ◆ **City of Foster City – Various Sweeping – Contract amount \$ 85,000 annual**

100 Lincoln Center Drive, Foster City, Ca 94404.....Nicholas Leonoudakis – 650-286-3551

**Contract Start: August 2006 To: Current**
  
- ◆ **Town of Danville – Parking Lots & Residential Sweeping – Contract amount \$ 170,000 annual**

1000 Sherburne Hills Road, Danville, CA 94526.....Jed Johnson – 925-314-3419

**Contract Start: January 2015 To: Current**





# CONTRACT SWEEPING SERVICES

## References Continued:

- ◆ **City of Dublin – Residential Street Sweeping – Contract Amount \$ 120,000 annual**  
100 Civic Plaza, Dublin CA 94568 .....Dora Ramirez- 925-833-6630  
**Contract Start: August 2012 To: Current**
- ◆ **City of Lathrop – Residential Street Sweeping – Contract Amount \$ 18,000 annual**  
390 Towne Centre Drive., Lathrop CA 95330 .....Milton Daley 209-941-7475  
**Contract Start: July 2013 To: Current**
- ◆ **County of Santa Clara - Santa Clara County Exp. - Contract Amount – \$ 216,000 annual**  
1505 Schallenberger Road, San Jose, CA 95131 .....Dawna Mencimer 408-494-1314  
**Contract Start: June 2013 To: Current**
- ◆ **City of Mesa - Seal Coat & Streets Contract Amount – \$ 600,000 annual**  
20 East Main Street Suite 400, Mesa, AZ 85211 .....Carl Lang 480-644-2247  
**Contract Start: September 2013 To: Current**
- ◆ **City of Benecia – Residential Street Sweeping – Contract amount \$ 79,155.48 annual**  
2400 E.2nd Street, Benecia, CA .....Susan Hural – 925-671-5804  
**Contract Start: October 2014 To: Current**
- ◆ **City of Pleasant Hill – Residential Street Sweeping – Contract amount \$ 113,280 annual**  
441 N. Buchanan Circle, Pleasant Hill, CA .....Martin Nelis – 925-671-5229  
**Contract Start: October 2014 To: Current**
- ◆ **City of Antioch – Residential Street Sweeping – Contract amount \$ 323,958.24 annual**  
2500 Pittsburg Antioch Hwy, Antioch, CA 94561.....Dean Eckerson – 925-756-1960  
**Contract Start: January 2015 To: Current**
- ◆ **City of Patterson – Residential Street Sweeping – Contract amount \$ 156,000.00 annual**  
1 Plaza Patterson, Ca 95363.....Dean Eckerson – 925-756-1960  
**Contract Start: July 2013 To: Current**
- ◆ **City of Pacifica – Residential Street Sweeping – Contract amount \$ 105,960.00 annual**  
170 Santa Maria Ave, Pacifica, Ca 94303.....Raymond Biagini – 650-738-3760  
**Contract Start: July 2015 To: Current**
- ◆ **City of Redwood City– Residential Street Sweeping – Contract amount \$ 111,600.00 annual**  
1400 Broadway St., Redwood City, Ca 9463.....Terence Kyaw – 650-780-7464  
**Contract Start: November 2015 To: Current**
- ◆ **City of San Carlos– Residential Street Sweeping – Contract amount \$ 92,046.78 annual**  
1000 Bransten Rd., San Carlos, Ca 94582.....Paul Baker – 650-802-4143  
**Contract Start: November 2015 To: Current**

## Equipment

Please refer to attached equipment list. CSS is prepared to ensure that our equipment is all PM10 compliant and meets all State and Federal laws.

Year	Make	VIN#
2015	Tymco 600 / Freightliner	1FVACXDT7FHGH6936
2015	Tymco 600 / Freightliner	1FVACXDT3FHGH6934
2015	Tymco 600 / Freightliner	1FVACXDT9FHGH6937
2015	Tymco 600 / Freightliner	1FVACXDT5FHGH6935
2015	Tymco 600 Freightliner	1FVACXDT2FHGL1598
2014	Tymco 600	1FVACXDTXEHFN1318P
2014	Tymco 600	1HTJTSKN5AH271318
2014	Freightliner/Rd Wiz	1FVACXDT1EHFN6022
2014	Freightliner/Rd Wiz	1FVACXDT1EHFN6023
2014	Tymco 600	1FVACXDT6FHGD2491
2014	Tymco 600 / Isuzu	1FVACXDT4FHGL1599
2014	Tymco 600 / Isuzu	1FVACXDT7FHGL1600
2014	Tymco 600 / Isuzu	1FVACXDT9FHGH6940
2014	Freightliner/Rd Wiz	1FVACXDT1BDBC6438
2014	Freightliner/Rd Wiz	1FVACXDTXBDBC6440
2013	Tymco 600	1FVACXD12EHFK2007
2013	Freightliner/Rd Wiz	1FVACXDT5EHFN6021
2013	Tymco 600	1FVACXD12EHFK2007
2012	Wittke Road Wizare	1FVACXDT6DHBY9079
2012	Wittke Road Wizare	1FVACXDT2DHBY9080
2012	Wittke Road Wizare	1FVACXDT3DHFA7432

2012	Wittke Rd Wiz	1FVACXDT3DHFA7431
2012	Wittke Rd Wiz	1FVACXDT1DHFA7430
2011	Freightliner Crosswind	1FVACXDT98DAX5873
2010	Tymco 600	1HTJTSKN8AH271295
2010	Tymco 600	1HTJTSKNXAH271301
2010	Tymco 600	1HTJTSDN8AH271300
2010	Tymco 600	1HTJTSKN5AH271299
2009	Isuzu Python	JALE5W16X97300029
2009	Isuzu - Python	JALE5W16097300010
2009	Tymco 500X	1HTJTSKN49H085538
2009	Tymco 600	1HTMMAAN09H117763
2008	GMC Challenger Sweeper	J8DE5W16587301443
2008	GMC / Isuzu Challenger	J8DE5W16887301341
2008	Tymco 600	1HTJTSKN18H665635
2007	Sterling M6000	49HAADBVB87DY55533
2007	Freightliner	1FVACXDC87HVV86636
2007	International	1HTMMAAN77H339956
2007	Freightliner M-2	1FVACXDC17HX58972
2007	Sterling	49HAADBVB47DX56532
2007	Tymco 600 Intl	1HTMPAFN27H358771
2007	Freightliner	1FVACXDC87HWW86636
2007	International	1HTMMAAN77H339956
2007	Intl 4200SBA tymco Sweeper	1HTMPAFN07H409927

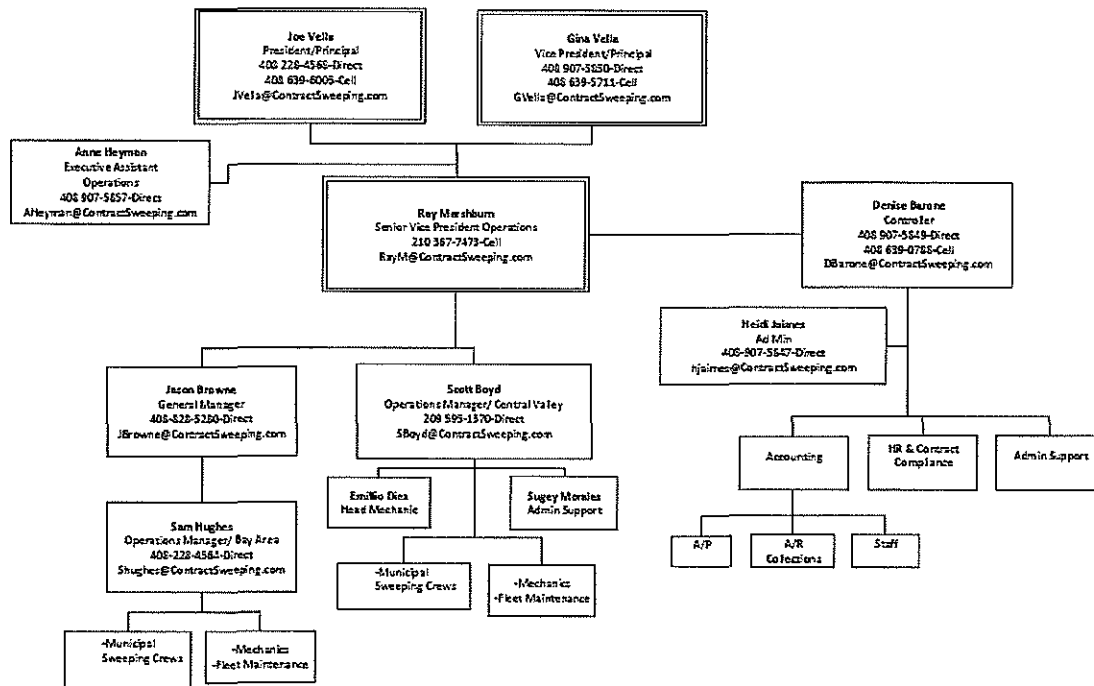
2006	Sterling 9500LT Roll Off	2FZHAZCV66AV25754
2006	Freightliner	1FVACXDC86HW86621
2006	Freightliner	1FVACXDC46HV58702
2006	Freightliner M- 2	1FVACXDCX6HV19581
2006	Freightliner M2 Dump Truck	1FVACWDD56HN87712
2006	Freightliner	1FVACXDC36HV19597
2006	435 Chassy Tymco Chassy Swpr	JALE5B16767900429
2006	GM Isuzu Tymco 435	JALE5B16067903656
2006	Freightliner	1FVACXDC36HV19597
2005	Tymco	1FVABTDC05DU82865
2005	Ford F-350 Utility	1FDSF34505EB18005
2005	Freightliner M2	1FVACXDC45HV02483
2005	Ford F750 2,250 Gal Water Truck	3FRXF75A95V108187
2005	Tymco 600 Intl	1HTMPAFN25H118715
2005	Tymco 600	1FVABTDC85DU82869

2004	tymco 600	1FVABTDC34DN27585
2004	Tymco 4000 intl	1HTMPAFN14H660239
2004	Tymco 600 / Freightliner	1FVABTAK94DM75584
2004	Freightliner - Broombear	1FVABTAK44HM57566
2003	Tymco	1HTMPAFN23H565381
2003	Sterling	49HAADB33DK98878
2003	Freightliner	1FVABSAK53HK72497
2003	Freightliner	1FVABSAK63DL80134
2003	Freightliner	1FVABSAKX3DL80136
2003	International	1HTMPAFM53H564846
2003	Freightliner - Broombear	1FVABTAK03HK53524
2002	Elgin Crosswind	1FVABTBVX2HK05097
2000	Freightliner	1FV6HJBAXYHF15249
1999	International	1HTSCABN9XH613635
1996	Ford	1FDXR72C9TVA10176
1994	Tymco 600 Air	1FDXR72CRVA26493
1993	Chase	JAK00025145
1990	Chase	JAK0025030

### Customer Service

Contract Sweeping Services prides ourselves on communication, customer service and follow up. Our field management and drivers are trained to get the job done. However, in a service industry there are times that we need to transform from sweeper operator to customer service representative. Our teams will meet local residents and the public works teams for the purpose to re-sweep areas and ensure the resident; who are also our customers, feel gratification and are happy with our services. Most times we find that most inquiries require simple communications that can be supported by GPS routing (see on following pages) or by making mechanical/routing adjustments to solidify a great relationship.

## Organizational Chart



## GPS & Reporting

On the following pages you will see the current reports and procedures for invoicing each month. Our staff works closely together to tally the daily miles and hours worked within each areas of ramp sweeping or on call scrubbing opportunities. This offers a great benefit to ensure the confidence in our ability to streamline their billing procedures.

Within this contract, we would like to propose *“stepping it up a notch”* and offering additional and new ways of reporting procedures to complement but not replace your current forms. It is our goal to install GPS operated by Trimble. Trimble allows the drivers to record their activity and a report to be generated, such as attached to each billing cycle.

Our vision to install a GPS system which offers the ability to time stamp a sweeping area by the push of a button. This will generate a monthly report which can accompany the current reporting which is also attached for your notes.

## CONTRACT SWEEPING INC.

To: Customer  
 From: CSS  
 February Service

1-Feb

2014

Fax: 650-595-1458

DAY	DATE	Odometer End	Odometer Start	MILE SWEPT	YARDAGE	TONS
Monday	2/3/14	219452.0	219427.0	25.0	4.0	2.30
Tuesday	2/4/14	219523.0	219500.0	23.0	4.0	1.56
Wednesday	2/5/14	219596.0	219571.0	25.0	4.0	1.23
Thursday	2/6/14	219667.0	219644.0	23.0	5.0	2.09
Friday	2/7/14	219732.0	219710.0	22.0	4.0	1.78
Mon	2/10/14	219805.0	219784.0	21.0	4.0	2.13
Friday	2/14/14	219881.0	219854.0	27.0	3.5	1.63
Monday	2/17/14	219973.0	219948.0	25.0	4.0	2.01
Tuesday	2/18/14	220031.0	220005.0	26.0	4.0	1.73
Wednesday	2/19/14	220103.0	220079.0	24.0	4.0	1.69
Thursday	2/20/14	220199.0	220178.0	21.0	3.5	1.78
Friday	2/21/14	220175.0	220150.0	25.0	4.0	1.82
Monday	2/24/14	220281.0	220254.0	27.0	3.5	1.65
Friday	2/28/14	220351.0	220325.0	26.0	4.0	1.99
<b>Totals</b>				<b>340</b>	<b>55.5</b>	<b>25.39</b>

[ ]



## Activity - Detail

Activity Report from 7/21/14 5:00 AM to 7/21/14 3:30 PM

(Note: Date/Time and Stop Duration are rounded off to the nearest minute)

Mobile Device: Stockton2007

### Summary

Total Time	0D:10H:30M
Total Travel Time	0D:7H:9M
Total Distance (M)	57
Number of Stops	14
Total Stop Time	0D:3H:21M

Stop Color Legend	
Green	stops >= 3 & < 15 min
Yellow	stops >= 15 & < 60 min
Red	stops >= 60 min

### Detail:

Date	Time	Sweeper	Status	Distance (M)	Location	County
7/21/14	5:00 AM (PDT)	Broom Up	Parked (0D:0H:27M)	0	1171 Shaw Rd/E Fremont St, Stockton, CA 95215, US	San Joaquin
7/21/14	5:27 AM (PDT)	Broom Up	6 mph/ S	0.1	1163 Shaw Rd/E Fremont St, Stockton, CA 95215, US	San Joaquin
7/21/14	5:29 AM (PDT)	Broom Up	20 mph/ SW	0.6	E Fremont St/Ramp-, Stockton, CA 95205, US	San Joaquin
7/21/14	5:31 AM (PDT)	Broom Up	58 mph/ W	2.1	Ca-4/S Filbert St, Stockton, CA 95205, US	San Joaquin
7/21/14	5:33 AM (PDT)	Broom Up	52 mph/ W	3.9	Ca-4/S Sutter St, Stockton, CA 95203, US	San Joaquin
7/21/14	5:35 AM (PDT)	Broom Up	55 mph/ S	5.5	1-5/Ca-4, Stockton, CA 95206, US	San Joaquin
7/21/14	5:37 AM (PDT)	Broom Down	5 mph/ S	7.1	469/Carolyn Weston Blvd, Stockton, CA 95206, US	San Joaquin
7/21/14	5:37 AM (PDT)	Broom Down	6 mph/ S	7.2	469/Carolyn Weston Blvd, Stockton, CA 95206, US	San Joaquin
7/21/14	5:40 AM (PDT)	Broom Down	6 mph/ E	7.3	577 Downing Ave/Ramp-, Stockton, CA 95206, US	San Joaquin
7/21/14	5:42 AM (PDT)	Broom Down	6 mph/ W	7.5	Carolyn Weston Blvd/Manthey Rd, Stockton, CA 95206, US	San Joaquin

## Street Sweeping Pricing

Contract Sweeping Services, Inc. would like to offer to extend our street sweeping services to the City of Oakley. Below is the pricing for the current city sweeping schedule:

City Sweeping 2016/2017	\$12,045.60/month \$144,547.20 for entire year
City Sweeping 2017/2018	\$12,647.88/ month \$151,774.56 for entire year

\*All pricing includes parking lots, water, and costs of disposal

These prices include a 5% increase each year. These increases are for annual CPI increases as well as to cover additional costs related to the disposal of sweeping debris.

### Bank References

Pinnacle Bank  
Cliff Dennett  
18181 Butterfield Blvd, Suite 135  
Morgan Hill, CA 95037  
408-762-7143  
Cliff.dennett@pinnaclebankonline.com

### Resources

We can confidently state that there is no other contractor with the resources both in financial borrowing and mechanical supplies that has as much purchase power and the best rates provided due to economies of scale. Abilities to prove this could be acquired by calling the following vendors:

Vendor	Address	Name	Contact	Description of Product
GCS Environmental	6000 Morton, Sacramento 95828	Tracy Pinkston	530-402-1850	equipment provider
Owen Equip	Owen Equip Sales Portland Oregon OR 97294	Mike Kennedy	916-992-6739	equipment provider
United Rotary Brush Corp	2444 Station Dr, Suite C Stockton, Ca 95215	Jim Olvera	800-851-5108	Brooms supplier
Les Schwab	3554 E Hammer Lane Stockton, Ca 95212	Lucas Schleef	209-952-8473	Tires supplier
Lacal Equipment	901 E. Pike St Jackson Center, OH 45334	Erik	937-596-6106	various supplies

We look forward to having the opportunity to continue our working relationship as your Street Sweeping Vender.

Sincerely,

General Manager

Cc: Joe Vella  
Owner

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AWARD OF CONTRACT WITH CONTRACT SWEEPING SERVICES FOR THE CITY OF OAKLEY STREET SWEEPING MAINTENANCE SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT**

**WHEREAS**, the City of Oakley put out a Request for Proposals for street sweeping services on April 9, 2014; and

**WHEREAS**, on May 1, 2014 the City of Oakley received three (3) responsive Bid Proposals; from Universal Building Services; Contract Sweeping Services; and CleanStreet; and

**WHEREAS**, on May 13, 2014 the City Council awarded the street sweeping contract to Universal Building Services; and

**WHEREAS**, Universal Building Services had notified the City of Oakley that they were closing their street sweeping operations on December 31, 2014 and terminating their contract for sweeping services; and

**WHEREAS**, Contract Sweeping Services had submitted qualification statements for this service and had agreed to take over the existing contract that was being terminated as result of the closing of operations by Universal Building Services; and

**WHEREAS**, Contract Sweeping Services, Inc. was awarded the street sweeping contract effective January 1, 2015 and have performed very well for City of Oakley; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Oakley that the Street Sweeping Maintenance Services Agreement with Contract Sweeping Services will be awarded for an amount not to exceed \$144,547.20 annually for Fiscal Year 2016/17 and \$151,774.56 for FY 2017/18 is hereby approved, and the City Manager is authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 24th of May, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date




Agenda Date: 05/24/2016  
Agenda Item: 3.6

## STAFF REPORT

**Date:** May 24, 2016  
**To:** City Council  
**From:** Bryan Montgomery, City Manager  
**Subject:** **Amendment to the Consulting Services Agreement with Dean Hurney Access Inspection**

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Summary and Background

In October 2013, the City Council approved an agreement with Dean Hurney Access Inspection for Building Permit Center consulting services. That agreement included a \$65 per hour rate for services. The attached amendment would increase that amount to \$70 per hour effective July 1, 2016. We have been very pleased with the services provided and feel this increase is merited.

### Fiscal Impact

The total cost of these services is estimated at \$67,200 for the upcoming fiscal year.

### Recommendation

Adopt the resolution approving the first amendment to the Consulting Services Agreement with Dean Hurney Access Inspection and authorize the City Manager to execute the Agreement.

### Attachments

1. Resolution
2. Proposed Amendment
3. Existing Consulting Services Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT  
TO THE SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY  
AND DEAN HURNEY ACCESS INSPECTION**

**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 the First Amendment to the Services Agreement with Dean Hurney Access Inspection, a true and accurate copy of which is attached hereto.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the 24<sup>th</sup> day of May, 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:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Libby Vreno, City Clerk

\_\_\_\_\_  
Date

**FIRST AMENDMENT**

**SERVICES AGREEMENT BETWEEN  
THE CITY OF OAKLEY AND DEAN HURNEY ACCESS INSPECTION**

**THIS FIRST AMENDMENT TO THE AGREEMENT** is made this the \_\_\_\_ day of May, 2016 by and between the City of Oakley, a municipal corporation (hereinafter called "CITY") and Dean Hurney Access Inspection, a sole proprietorship, (hereinafter called "COMPANY").

**RECITALS**

- A. On October 14, 2013 the CITY and COMPANY entered into a Services Agreement for building permit center services; and
- B. CITY continues to believe the services provided by COMPANY meet or exceed performance expectations; and
- C. CITY and COMPANY desire to again amend the Agreement.

**NOW, THEREFORE,** CITY and COMPANY hereby agree as follows:

- 1. Exhibit B is hereby amended to change the hourly fee for COMPANY to seventy (\$70) per hour effective July 1, 2016.
- 2. All other terms and conditions of the Agreement and First Amendment remain unchanged and are in full force and effect.

**WHEREFORE,** the parties hereto agree to the foregoing and execute this Second Amendment to the Agreement.

**CITY:**

**COMPANY, Dean Hurney Access Inspection:**

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

\_\_\_\_\_  
Dean Hurney, Owner

**Attest:**

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

**Approved as to form:**

\_\_\_\_\_  
William R. Galstan, Special Counsel





**SERVICES AGREEMENT BETWEEN  
THE CITY OF OAKLEY AND  
DEAN HURNEY ACCESS INSPECTION**

THIS AGREEMENT for services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and Dean Hurney Access Inspection, a sole proprietorship, hereinafter referred to as ("Company") as of October 14, 2013 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Company shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall be based on hours worked and Company shall perform the duties outlined in Exhibit A not to exceed 960 hours prior to July 1, 2014, unless the term of the Agreement is otherwise terminated, as provided for in Section 8. Any time provided to Company to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Company shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Company is engaged in the geographical area in which Company practices its profession. Company shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Company's profession.
- 1.3 **Assignment of Personnel.** Company shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Company shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Company shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Company's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Company a sum not to exceed the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in Company's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Company for services rendered pursuant to this Agreement at the time

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and in the manner set forth herein. The payments specified below shall be the only payments from City to Company for services rendered pursuant to this Agreement. Company shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Company shall not bill City for duplicate services performed by more than one person.

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

**2.1 Invoices.** Company shall submit invoices, not more often than twice per month during the term of this Agreement, based on the cost for services performed incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- The total number of hours of work performed under the Agreement by Company and each employee, agent, and subcontractor of Company performing services hereunder, as well as a separate notice which shall include an estimate of the time necessary to complete the work described in Exhibit A. The Company's billed hours shall not exceed 960 hours prior to July 1, 2014;
- The Company's principal's signature.

**2.2 Bi-Monthly Payment.** City shall make no more than bi-monthly payments, based on invoices received, for services satisfactorily performed. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Company.

**2.3 Total Payment.** City shall pay for the services to be rendered by Company pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Company in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Company submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager, which shall not exceed the maximum amount allowed by the Oakley Municipal Code.

**2.4 Fees.** Fees for work performed by Company on a \$65 per hour basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit B.

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- 2.5 **Reimbursable Expenses.** No reimbursements will be provided.
- 2.6 **Payment of Taxes.** Company is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that the City or Company terminates this Agreement pursuant to Section 8 of this Agreement, the City shall compensate the Company for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Company shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.8 **Authorization to Perform Services.** The Company is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the City's Chief Building Official.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Company shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Company only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Company's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Company, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Company and its agents, representatives, employees, and subcontractors. Company shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Company shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Company's fee. Company shall not allow any subcontractor to commence work on any subcontract until Company has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit C.

- 4.1 **Variation.** The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise fully protected.
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**4.2 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Company shall provide written notice to City at Company's earliest possible opportunity and in no case later than five days after Company is notified of the change in coverage.

**4.3 Remedies.** In addition to any other remedies City may have if Company fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Company's breach:

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

**Section 5. INDEMNIFICATION AND COMPANY'S RESPONSIBILITIES.** Company shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Company ("Claims"). Company will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Company, the Company waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Company to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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**Section 6.**      **STATUS OF COMPANY.**

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

**Section 7.**      **LEGAL REQUIREMENTS.**

- 7.1      **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2      **Compliance with Applicable Laws.** Company and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3      **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Company and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4      **Licenses and Permits.** Company represents and warrants to City that Company and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Company represents and warrants to City that Company and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Company and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
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- 7.5 **Nondiscrimination and Equal Opportunity.** Company shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Company under this Agreement. Company shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

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

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon 30 days written notification to Company.

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

In the event of termination, Company shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Company delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Company or prepared by or for Company or the City in connection with this Agreement.

- 8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.3 **Assignment and Subcontracting.** City and Company recognize and agree that this Agreement contemplates personal performance by Company and is based upon a determination of Company's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Company. Company may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Company shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Company shall survive the termination of this Agreement.
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- 8.5** Options upon Breach by Company. If Company materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:
- 8.5.1** Immediately terminate the Agreement;
  - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Company pursuant to this Agreement;
  - 8.5.3** Retain a different Company to complete the work described in Exhibit A not finished by Company; or
  - 8.5.4** Charge Company the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Company pursuant to Section 2 of this Agreement if Company had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1** Records Created as Part of Company's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Company prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Company hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Company agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2** Company's Books and Records. Company shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Company to this Agreement.
- 9.3** Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Company to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any
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audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Company shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Company may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Company in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Company hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Company was an employee, agent, appointee, or official of the City in the previous twelve months, Company warrants that it did not participate in any manner in the forming of this Agreement. Company understands that, if this Agreement is made in

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violation of Government Code §1090 *et seq.*, the entire Agreement is void and Company will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Company will be required to reimburse the City for any sums paid to the Company. Company understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.8 Solicitation.** Company agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by the City's Chief Building Official ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.**

Any written notice to Company shall be sent to:

Dean Hurney Access Inspection

Attn: Dean Hurney

1612 S. Francisco Court

Antioch, Ca. 94509

Any written notice to City shall be sent to:

City of Oakley

Attn: Chief Building Official

3231 Main Street

Oakley, CA 94561

**10.11 Integration.** This Agreement, including the Scope of Work, Compensation Schedule, Provisions Required for Public Works Contracts, and Insurance Requirements, attached hereto and incorporated herein as Exhibit A, B and C respectively, represents the entire and integrated agreement between City and Company and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A            Scope of Work

Exhibit B            Compensation Schedule

Exhibit C            Insurance Requirements

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

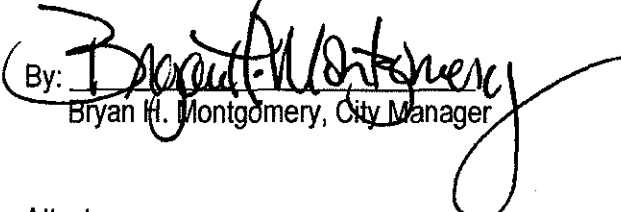
**10.13 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

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

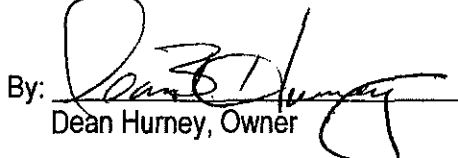
**CITY**

City of Oakley, a municipal corporation


By:   
Bryan H. Montgomery, City Manager

**COMPANY**

Dean Hurney Access Inspection, a sole proprietorship

By:   
Dean Hurney, Owner

Attest:

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

Approved as to Form:

  
\_\_\_\_\_  
William R. Galstan, Special Counsel

## EXHIBIT A

### SCOPE OF SERVICES

Company shall:

- Review building plans, specifications and checks calculations of buildings to ensure compliance with currently adopted codes; approves building permit applications prior to permit issuance; calculates building permit fees.
  - Prepare and maintain records of plans, plan reviews, inspections, letters and reports prepared or used in connection with all building permits.
  - Respond to questions regarding adopted codes from property owners, developers, contractors, engineers and architects; interprets codes.
  - Coordinate plan review and approvals with all other city departments for which approval is required as a precondition for a building permit.
  - Attend meetings and workshops and reads technical literature to keep current on codes.
  - Inspect new buildings, additions to and alterations of existing buildings for compliance with the currently adopted edition of the California Building Standards Code.
  - Evaluate existing buildings, on a compliant basis, for hazardous conditions and initiates abatements procedures per the currently adopted Code.
  - Coordinate with Code Enforcement, on a complaint basis, to inspect existing buildings for minimum fire and life safety requirements and when necessary initiates abatements procedures per the currently adopted Code.
  - Work with commercial business owners and owners of commercial buildings to ensure existing buildings have required code compliant accessibility features.
  - Coordinate with the Planning Department on preliminary reviews of developer pre-applications to identify any Code concerns prior to plans being completed and submitted.
  - Provide code analysis of Temporary Use Permits to ensure code compliance; specifically for accessibility.
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**EXHIBIT B**

**COMPENSATION SCHEDULE**

Company shall be paid an all-inclusive sixty-five dollars (\$65) per hour. It is estimated that Company shall provide services up to nine-hundred and sixty (960) hours per City fiscal year.

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## EXHIBIT C

### INSURANCE REQUIREMENTS

#### Specific Insurance Requirements and Required Policy Limits

##### PROFESSIONAL SERVICES CONTRACTS:

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

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

##### Minimum scope of coverage

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance. (Not required if sole employee)
4. Errors and Omissions liability insurance appropriate to the Company's profession. Architects and Engineers coverage shall be endorsed to include contractual liability.

##### Minimum limits of insurance

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

##### Other insurance provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of Company; or automobiles owned, leased, hired or borrowed by the Company.
  2. For any claims related to this project, the Company's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any
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insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of the Company's insurance and shall not contribute with it.

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

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

#### Waiver of Subrogation

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

#### Deductibles and Self-Insurance Retentions

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

#### Acceptability of Insurers

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

#### Verification of Coverage

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

#### Subcontractors

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

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## STAFF REPORT

**Date:** May 24, 2016  
**To:** City Council  
**From:** Bryan Montgomery, City Manager

Approved and Forwarded to City Council:

  
Bryan F. Montgomery, City Manager

**Subject:** **Services Agreement with Shine House Cleaning Service for Facility Maintenance Services**

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### **Summary and Background**

Shine House Cleaning Service has been successfully providing supplemental, part-time facility maintenance services to the City for last two years. With the retirement of our Facility Maintenance Technician, we believe it is most cost-effective to expand the hours to Shine House Cleaning to provide these services. The attached Services Agreement outlines the proposed terms and conditions.

### **Fiscal Impact**

The total cost of these services is estimated at slightly less than \$40,000 for the upcoming fiscal year.

### **Recommendation**

Adopt the resolution approving the Services Agreement with Shine House Cleaning Services and authorize the City Manager to execute the Agreement.

### **Attachments**

1. Resolution
2. Proposed Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT  
BETWEEN THE CITY OF OAKLEY AND SHINE HOUSE CLEANING SERVICE  
FOR THE PROVISION OF FACILITY MAINTENANCE SERVICES**

**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 the Services Agreement with Shine House Cleaning Service, a true and accurate copy of which is attached hereto.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the 24<sup>th</sup> day of May, 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:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date



# OAKLEY



CALIFORNIA

## SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND SHINE HOUSE CLEANING SERVICE

**THIS AGREEMENT** for services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and Shine House Cleaning Service, hereinafter referred to as ("Company") as of June 1, 2016 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Company shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall be based on hours worked and Company shall perform the duties outlined in Exhibit A, unless the term of the Agreement is otherwise terminated, as provided for in Section 8. Any time provided to Company to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Company shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Company is engaged in the geographical area in which Company practices its profession. Company shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Company's profession.
- 1.3 Assignment of Personnel.** Company shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Company shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Company shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Company's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Company a sum not to exceed the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in Company's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Company for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Company for services rendered pursuant to this Agreement. Company shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Company shall not bill City for duplicate services performed by more than one person.

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

- 2.1 Invoices.** Company shall submit invoices, not more often than twice per month during the term of this Agreement, based on the cost for services performed incurred prior to the invoice date. Invoices shall contain the following information:
- The beginning and ending dates of the billing period;
  - The total number of hours of work performed under the Agreement by Company and each employee, agent, and subcontractor of Company performing services hereunder, as well as a separate notice which shall include an estimate of the time necessary to complete the work described in Exhibit A.
  - The Company's principal's signature.
- 2.2 Bi-Monthly Payment.** City shall make no more than bi-monthly payments, based on invoices received, for services satisfactorily performed. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Company.
- 2.3 Total Payment.** City shall pay for the services to be rendered by Company pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Company in rendering services pursuant to this Agreement, except for mileage reimbursement as stipulated in Section 2.5. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Company submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager, which shall not exceed the maximum amount allowed by the Oakley Municipal Code.
- 2.4 Fees.** Fees for work performed by Company on a \$17 per hour basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit B. The City Manager is authorized to increase the hourly rate effective July 1<sup>st</sup> of every year during the term of the agreement, if said increase does not exceed two and one-half percent (2.5%) over the previous year.
- 2.5 Reimbursable Expenses.** Documented mileage shall be reimbursed at the prevailing IRS rate and said documentation must be presented as part of the services invoice in order to be eligible.
- 2.6 Payment of Taxes.** Company is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
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**2.7 Payment upon Termination.** In the event that the City or Company terminates this Agreement pursuant to Section 8 of this Agreement, the City shall compensate the Company for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Company shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

**2.8 Authorization to Perform Services.** The Company is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the City's Chief Building Official.

**Section 3. FACILITIES AND EQUIPMENT.** City shall provide janitorial supplies and equipment in addition to anyl furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Company's use. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Company, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Company and its agents, representatives, employees, and subcontractors. Company shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Company shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Company's fee. Company shall not allow any subcontractor to commence work on any subcontract until Company has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit C.

**4.1 Variation.** The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise fully protected.

**4.2 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Company shall provide written notice to City at Company's earliest possible opportunity and in no case later than five days after Company is notified of the change in coverage.

**4.3 Remedies.** In addition to any other remedies City may have if Company fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Company's breach:

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

**Section 5. INDEMNIFICATION AND COMPANY'S RESPONSIBILITIES.** Company shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Company ("Claims"). Company will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Company, the Company waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Company to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**Section 6. STATUS OF COMPANY.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Company shall be an independent contractor and shall not be an employee of City and there is absolutely no employer-employee relationship hereby created. City shall have the right to control Company only insofar as the results of Company's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Company accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Company and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System

(PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Company and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Company and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Company represents and warrants to City that Company and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Company represents and warrants to City that Company and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Company and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Company shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Company under this Agreement. Company shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

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

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon 30 days written notification to Company.
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Company may cancel this Agreement upon 30 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Company shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Company delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Company or prepared by or for Company or the City in connection with this Agreement.

- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.3 Assignment and Subcontracting.** City and Company recognize and agree that this Agreement contemplates personal performance by Company and is based upon a determination of Company's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Company. Company may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Company shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Company shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Company.** If Company materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:
- 8.5.1** Immediately terminate the Agreement;
  - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Company pursuant to this Agreement;
  - 8.5.3** Retain a different Company to complete the work described in Exhibit A not finished by Company; or
  - 8.5.4** Charge Company the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Company pursuant to Section 2 of this Agreement if Company had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

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

- 9.2 Company's Books and Records.** Company shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Company to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Company to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
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- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Company shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Company may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Company in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

- 10.8 Solicitation.** Company agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by the City's Chief Building Official ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.**

Any written notice to Company shall be sent to:  
SHINE HOUSE CLEANING SERVICE  
Attn: Francisca M. Rojas  
313 Deerpark Way  
Oakley, Ca. 94561

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Any written notice to City shall be sent to:  
City of Oakley  
Attn: City Manager  
3231 Main Street  
Oakley, CA 94561

**10.11 Integration.** This Agreement, including the Scope of Work, Compensation Schedule, Provisions Required for Public Works Contracts, and Insurance Requirements, attached hereto and incorporated herein as Exhibit A, B and C respectively, represents the entire and integrated agreement between City and Company and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A        Scope of Work  
Exhibit B        Compensation Schedule  
Exhibit C        Insurance Requirements

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

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

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

**CITY**

City of Oakley, a municipal corporation

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

**COMPANY**

Shine House Cleaning Service

By: \_\_\_\_\_  
Francisca M. Rojas, Owner

Attest:

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

Approved as to Form:

\_\_\_\_\_  
William R. Galstan, Special Counsel

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## EXHIBIT A

### SCOPE OF SERVICES

Company shall provide Facility Maintenance Services to the City. An example of the typical work to be performed by Company is listed below:

- Clean, dust, and wipe furniture
  - Clean and sanitize restrooms/bathrooms
  - Empty trash and recycling containers
  - Assist with setup of facilities for meetings, conferences, events, etc.
  - Sweep and mop hard surface floors and vacuum carpets
  - Clean and perform general maintenance of walls and furniture
  - Move furniture, equipment, supplies and tools on an incidental basis
  - Wash accessible interior and exterior windows and blinds
  - Follow instructions regarding the use of chemicals and supplies
  - Perform other related maintenance duties as may be assigned.
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## EXHIBIT B

### COMPENSATION SCHEDULE

Company shall be paid seventeen dollars (\$17) per hour of services rendered. It is estimated that Company shall provide services up to two thousand two hundred (2,200) hours per City fiscal year. An increase to the hourly rate shall be considered in July of each year during the term of this Agreement; however, any increase above two and one-half percent (2.5%) over the previous year must be approved by the City Council.

Mileage reimbursement will be provided at the prevailing IRS rate.

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## EXHIBIT C

### GENERAL PROVISIONS

1. **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, Company shall be an Independent Contractor and shall not be an employee of City. City shall have the right to control Company only insofar as the results of Company's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Company accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City policy, rule, regulation or ordinance to the contrary, Company shall not qualify for or become entitled to any compensation, benefit or incident of employment.
  2. **TIME.** Company shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Company's obligations pursuant to this Agreement.
  3. **INSURANCE REQUIREMENTS.** Company shall procure and maintain for the duration of the agreement commercial liability insurance of a general aggregate of at least \$2,000,000 with no less than \$1,000,000 per occurrence; automobile liability limits no less than \$300,00 single limit per accident for bodily injury and \$100,000 single limit per accident for property damage. Company shall furnish City with certificates of insurance.
  4. **COMPANY NO AGENT.** Except as City may specify in writing, Company shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Company shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
  5. **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
  6. **PERSONNEL.** Company shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Company shall, within two weeks of receiving notice from City of such desire of City, cause the removal of such person or persons.
  7. **STANDARD OF PERFORMANCE.** Company shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Company is engaged in the geographical area in which Company practices its profession. All instruments of service of whatsoever nature which Company delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Company's profession.
  8. **HOLD HARMLESS AND RESPONSIBILITY OF COMPANY.** Company shall take all responsibility
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for the work, shall bear all losses and damages directly or indirectly resulting to him, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Company or of any subcontractor. Company shall indemnify, defend and hold harmless the City, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt the City, its employees and officers from its own fraud, willful injury or violation of law whether willful or negligent. For purposes of Section 2782 of the Civil Code the parties hereto recognize and agree that this agreement is not a construction contract. By execution of this Agreement, Company acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve the Company or subcontractor from liability under this paragraph.

9. **DOCUMENTS.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Company pursuant to this Agreement shall become the property of City upon completion of the work to be performed hereunder or upon termination of the Agreement.
  10. **COMPLIANCE WITH APPLICABLE LAWS.** Company shall comply with all laws applicable to the performance of the work hereunder, including, but not limited to, laws prohibiting discrimination based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.
  11. **AMENDMENTS.** This Agreement may be amended or modified only by a written agreement signed by all parties.
  12. **VALIDITY.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
  13. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California and any suit or action by either party shall be brought in the County of Contra Costa California.
  14. **ATTORNEYS FEES.** If a party brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.
  15. **NO-WAIVER.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
  16. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Company survive the termination of this Agreement.
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17. **CONFLICT OF INTEREST.** Company may serve other clients, but none who are active within the corporate limits of city or who conduct business that would place Company in a "conflict of interest" as that term is defined in the Political Reform Act, codified at California Government Code §81000 et seq.
  18. **SOLICITATION.** Company agrees not to solicit business at any meeting, focus group or interview related to this Agreement, either orally or through any written materials.
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## STAFF REPORT

**Date:** Tuesday, May 24, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, P.E. Public Works Director/ City Engineer

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**SUBJECT:** Contract Agreement Extension for Landscape Maintenance Services with Terracare Associates

### **Background and Analysis**

Contracted parks and street landscape maintenance services are needed to assist the Oakley Parks and Landscape Division with maintaining 32 parks and the equivalent of 56 acres in street landscape areas. These contracts are secured through a competitive bidding and award process. A Request for Proposals was prepared and after a thorough review and selection process a maintenance contract was originally awarded to Terracare Associates in October of 2013.

Due to the amount of labor needed and capital investment required to be properly equipped to maintain park and landscape areas, the City's park and landscape maintenance agreements are structured with an initial three-year term with flexible provisions to offer two-year extensions. This structure is to create opportunities for longer-term relationships when the contractor has performed excellent service and quality at a competitive price.

The existing agreement with Terracare Associates approved by City Council expires October 31, 2016. The City has the option of renewing the agreement for an additional two years to run through October 31, 2018.

As part of the existing contract provisions, the City may consider a one-time CPI increase by the contractor for the requested two-year extension, not to exceed 5%. Terracare Associates is requesting a 2.9% increase in compensation for the contract services extension. The improved regional economy has created an environment of higher cost for contractor services. This is an issue that all municipal organizations face in their operations. Staff believes the requested 2.9% CPI increase by Terracare Associates is very reasonable in today's economic environment, considering the high quality of service they provide for the community.

Staff recommended Terracare Associates be awarded the current contract in 2013 based on review of proposals, qualifications, reference checks, and competitive

pricing. Staff believes Terracare Associates has provided excellent service and quality at a very competitive price, and recommends extension of the agreement for two years incorporating the requested CPI increase.

**Fiscal Impact**

Sufficient funds for park and street landscape maintenance services have been proposed in the FY 2016-17 budget. The contract extension and CPI increase represent an annual base expenditure of \$617,552.00 for the maintenance services attached.

**Staff Recommendation**

It is recommended that the City Council approve a two year contract extension for landscape maintenance services between the City and Terracare Associates and authorize the City Manager to execute the following Amendment:

Amend the park and landscape maintenance contract to extend the agreement for two years and incorporate a one-time 2.9% CPI increase.

**Attachments**

- 1) Resolution
- 2) Agreement Amendment



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AMENDMENT EXTENDING THE TERM OF THE CURRENT PARK AND LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH TERRACARE ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT**

**WHEREAS**, Terracare Associates has been providing park and landscape maintenances services under an existing agreement with the City that was approved by City Council in 2013; and

**WHEREAS**, contract is set to expire on October 31, 2016 unless amended as provided in the existing agreement; and

**WHEREAS**, park and landscape maintenance services are needed by the Oakley Parks and Landscape Division to assist with maintaining numerous parks and street landscape areas; and

**WHEREAS**, based on the quality of services provided by Terracare Associates to date, Staff requests approval to extend this professional services agreement with Terracare Associates for park and landscape maintenances services for an additional two years; and

**WHEREAS**, the total annual base cost for the contract, with a 2.9% CPI increase, for the maintenance services is \$617,552.00, with all other terms of the agreement to remain.

**NOW, THEREFORE, BE IT RESOLVED**, that the **City of Oakley** City Council hereby authorizes the City Manager to execute an Amendment to the current Agreement between the City of Oakley and Terracare Associates extending the term of the park and landscape maintenance services agreement to October 13, 2018.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> of May, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

ATTEST:

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

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

\_\_\_\_\_  
Date

**AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF OAKLEY AND TERRACARE ASSOCIATES  
FOR LANDSCAPE MAINTENANCE SERVICES**

This Amendment is entered into by and between the City of Oakley, a municipal corporation (hereinafter referred to as "City"), and Terracare Associates, a California Corporation (hereinafter referred to as "Contractor"), effective as of the 24<sup>th</sup> day of May, 2016.

**RECITALS**

- A. On October 10, 2013, City and Contractor executed an Agreement for Landscape Maintenance Services (hereinafter referred to as the "Agreement"); and, Section 1 1.1 of the agreement allowed for the City to extend the date of the contract to October 31, 2018; and
- B. During the performance under said Agreement the City Staff considered options of extending the contract two more years versus rebidding contracts. Staff recommended extending the contract two more years; and
- C. City and Contractor now desire that the following amendments be made to the Contractor's services:
  - a. Extend the date of the agreement by two years to, October 31, 2018; and
  - b. Incorporate a one-time 2.9% CPI increase to the payment provisions.

**AGREEMENT**

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

- 1. Except as provided herein, the terms used in this Amendment shall have the same meaning as the same terms have in the Agreement.
- 2. The Agreement is hereby amended as follows:
  - A. The end date for the maintenance contract dated October 10, 2013 and amended May 24, 2016, shall be extended to an end date of the agreement to October 31, 2018.
  - B. Attached is the amended summary of service locations and base compensation schedule. Based on these services, the total approved not to exceed fee for the Agreement to perform landscape maintenance services, shall be Six Hundred Seventeen Thousand, Five Hundred Fifty Two Dollars and No Cents Annually. (\$617,522.00)
- 3. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Oakley, a municipal corporation in the State of California, has authorized the execution of this Amendment in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. -16, adopted by the Council of the City of Oakley on the 24<sup>th</sup> day of May, 2016, and the parties have caused this Amendment to be executed in duplicate.

**CITY:**

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

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

**CONTRACTOR:**

Terracare Associates, a California Corporation

By: \_\_\_\_\_

Name/Title:

\_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# TERRACARE ASSOCIATES

<b>ZONE 3 Park/ Landscape Area</b>	<b>ANNUAL COST</b>	<b>Coding</b>
<b>3 – 2</b> STREETScape	\$ 14,659	171-31-002-5380
<b>3 – 7</b> STREETScape	\$ 2,470	176-31-007-5380
<b>3 – 15</b> Holly Creek Park	\$ 10,636	184-31-015-5380
<b>3 – 17</b> STREETScape HARVEST PARK	\$ 14,193	186-31-017-5380
<b>3 – 17</b> Creekside Park	\$ 24,583	186-31-017-5380
<b>3 – 19</b> Laurel Crest	\$ 26,672	188-31-019-5380
<b>3 – 20</b> STREETScape + MARSH CREEK GLENN PARK	\$ 12,445	189-31-020-5380
<b>3 – 21</b> STREETScape	\$ 12,039	190-31-021-5380
<b>3 – 22</b> Cypress Grove Pk	\$ 32,625	191-31-022-5380
<b>3 – 23</b> STREETScape + LIVE OAK RANCH PARK; HEARTWOOD PARK; RIATA PARK; SHADY OAK PARK; SIMONI RANCH OPEN SPACE	\$ 139,735	192-31-023-5380
<b>3 – 26</b> Parks: MANRESSA; LAKEWOOD; SYCAMORE; LAKESIDE; LEEWARD and SUMMER LAKE	\$ 112,373	195-31-026-5380

<b>ZONE 1 AREA</b>	<b>ANNUAL COST</b>	<b>Coding</b>
EMPIRE AVE MED.	\$ 13,268	132-33-232-5380
MAIN STREET @ Neroly STREETScape	\$ 1,852	132-33-234-5380
NEROLY ROAD STREETScape	\$ 2,566	132-33-243-5380
LAUREL ROAD ROW + LR EXT STREETScape	\$ 36,297	132-33-237-5380
O'HARA AVE STREETScape	\$ 9,940	132-33-244-5380
LAUREL BALL FIELDS PARK	\$ 54,930	132-33-235-5380
FREEDOM BASIN PK	\$ 54,178	132-33-236-5380
CROCKETT PARK	\$ 15,304	132-33-233-5380
CIVIC CENTER; CIVIC CENTER PARK	\$ 15,046	132-33-238-5380
Shopping Ctr/Main St. (Note: Not part of a LLD Zone)	\$ 11,731	761-83-002-5380
<b>TOTAL</b>	<b>\$ 617,552.00</b>	<b>XXXXXXXXXXXXX</b>



## STAFF REPORT

**Date:** Tuesday, May 24, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, P.E. Public Works Director/ City Engineer

Approved and Forwarded to City Council:

Bryan H. Montgomery, City Manager

**SUBJECT:** Contract Agreement Extension for Landscape Maintenance Services with Marina Landscape, Inc.

### Background and Analysis

Contracted parks and street landscape maintenance services are needed to assist the Oakley Parks and Landscape Division with maintaining 32 parks and the equivalent of 56 acres in street landscaped areas. These contracts are secured through a competitive bidding and award process. A Request for Proposals was prepared and after a thorough review and selection process a maintenance contract was originally awarded to Marina Landscape, Inc. in October 2013.

Due to the amount of labor needed and capital investment required to be properly equipped to maintain park and landscape areas, the City's park and landscape maintenance agreements are structured with an initial three-year term with flexible provisions to offer two-year extensions. This structure is to create opportunities for longer-term relationships when the contractor has performed excellent service and quality at a competitive price.

The existing agreement with Marina Landscape Inc. approved by City Council expires October 31, 2016. The City has the option of renewing the agreement for an additional two years to run through October 31, 2018.

As part of the existing contract provisions, the City may consider a one-time CPI increase by the contractor for the requested two-year extension, not to exceed 5%. Marina Landscape is requesting a 2.9% increase in compensation for the contract services extension. The improved regional economy has created an environment of higher cost for contractor services. This is an issue that all municipal organizations face in their operations. Staff believes the requested 2.9% CPI increase by Marina Landscape Inc. is very reasonable in today's economic environment, considering the high quality of service they provide for the community.

Staff recommended Marina Landscape Inc. be awarded the current contract in 2013 based on review of proposals, qualifications, reference checks, and competitive

pricing. Staff believes Marina Landscape Inc. has provided excellent service and quality at a very competitive price, and recommends extension of the agreement for two years incorporating the requested CPI increase.

**Fiscal Impact**

Sufficient funds for park and street landscape maintenance services have been proposed in the FY 2016-17 budget. The contract extension and CPI increase represents an annual base expenditure of \$320,783.00 for the maintenance services attached.

**Staff Recommendation**

It is recommended that the City Council approve a two year contract extension for landscape maintenance services between the City of Oakley and Marina Landscape Inc. and authorize the City Manager to execute the following Amendment:

Amend the park and landscape maintenance contract to extend the agreement for two years and incorporate a one-time 2.9% CPI increase.

**Attachments**

- 1) Resolution
- 2) Agreement Amendment

RESOLUTION NO. \_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AMENDMENT EXTENDING THE TERM OF THE CURRENT PARK AND LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH MARINA LANDSCAPE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT**

**WHEREAS**, Marina Landscape has been providing park and landscape maintenance services under an existing agreement with the City that was approved by the City Council in 2013; and

**WHEREAS**, the contract is set to expire on October 31, 2016 unless amended as provided in the existing agreement; and

**WHEREAS**, park and landscape maintenance services are needed by the Oakley Parks and Landscape Division to assist with maintaining numerous parks and street landscape areas; and

**WHEREAS**, based on the quality of services provided by Marina Landscape to date, Staff requests approval to extend this professional services agreement with Marina Landscape for park and landscape maintenance services for an additional two years; and

**WHEREAS**, the total annual base cost for the contract, with a 2.9% CPI increase for maintenance services is \$320,783.00, with all other terms of the agreement to remain.

**NOW, THEREFORE, BE IT RESOLVED**, that the **City of Oakley** City Council hereby authorizes the City Manager to execute an Amendment to the current Agreement between the City of Oakley and Marina Landscape to extend the term of the park and landscape maintenance services agreement to October 13, 2018.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> of May, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:



APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

**AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF OAKLEY AND MARINA LANDSCAPE  
FOR LANDSCAPE MAINTENANCE SERVICES**

This Amendment is entered into by and between the City of Oakley, a municipal corporation (hereinafter referred to as "City"), and Marina Landscape, a California Corporation (hereinafter referred to as "Contractor"), effective as of the 24<sup>th</sup> day of May, 2016.

**RECITALS**

- A. On October 10, 2013, City and Contractor executed an Agreement for Landscape Maintenance Services (hereinafter referred to as the "Agreement"); and, Section 1 1.1 of the agreement allowed for the City to extend the date of the contract to October 31, 2018; and
- B. During the performance under said Agreement the City Staff considered options of extending the contract two more years versus rebidding contracts. Staff recommended extending the contract two more years; and
- C. City and Contractor now desire that the following amendments be made to the Contractor's services:
  - a. Extend the date of the agreement by two years to, October 31, 2018; and
  - b. Incorporate a one-time 2.9% CPI increase to the payment provisions.

**AGREEMENT**

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

- 1. Except as provided herein, the terms used in this Amendment shall have the same meaning as the same terms have in the Agreement.
- 2. The Agreement is hereby amended as follows:
  - A. The end date for the maintenance contract dated October 10, 2013 and amended May 24, 2016, shall be extended to an end date of the agreement to October 31, 2018.
  - B. Attached is the amended summary of service locations and base compensation schedule. Based on these services, the total approved not to exceed fee for the Agreement to perform landscape maintenance services, shall be Three Hundred Twenty Thousand, Seven Hundred Eighty Three Dollars and No Cents Annually. (\$320,783.00)
- 3. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Oakley, a municipal corporation in the State of California, has authorized the execution of this Amendment in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. -16, adopted by the Council of the City of Oakley on the 24<sup>th</sup> day of May, 2016, and the parties have caused this Amendment to be executed in duplicate.

**CITY:**

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

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

**CONTRACTOR:**

Marina Landscape, a California Corporation

By: \_\_\_\_\_

Name/Title:

\_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

# MARINA LANDSCAPE

ZONE / PARK / LANDSCAPE AREA	ANNUAL COST	Coding
3 - 1 STREETScape	\$ 34,572	170-31-001-5380
3 - 3 STREETScape	\$ 685	172-31-003-5380
3 - 4 STREETScape	\$ 3,297	173-31-004-5380
3 - 5 STREETScape (OAK GROVE PARK Included)	\$ 12,183	174-31-005-5380
3 - 6 STREETScape	\$ 2,383	175-31-005-5380
3 - 9 STREETScape	\$ 6,602	178-31-009-5380
3 - 13 STREETScape	\$ 3,893	182-31-013-5380
3 - 14 STREETScape	\$ 2,571	183-31-014-5380
3 - 16 STREETScape	\$ 5,758	185-31-016-5380
3 - 22 STREETScape + CYPRESS GROVE POND AND BRIARWOOD PARK	\$ 88,666	191-31-022-5380
3 - 25 STREETScape + NOVARINA PARK; MAGNOLIA PARK; DAFFODIL PARK	\$148,113	194-31-025-5380

ZONE 1 / PARK / LANDSCAPE AREA	ANNUAL COST	Coding
MAIN STREET STREETScape	\$ 8,373	132-33-234-5380
Marsh Creek Trail Head (Includes parking lot and surrounding plants)	\$ 1,001	132-33-241-5380
MAIN STREET PARK	\$ 2,686	132-33-234-5380
<b>TOTAL</b>	\$ 320,783.00	XXXXXXXXXXXXXXXXXX



## STAFF REPORT

**Date:** Tuesday, May 24, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, P.E. Public Works Director/ City Engineer

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**SUBJECT:** Contract Agreement Extension for Landscape Maintenance Services with Commercial Support Services

### Background and Analysis

Contracted parks and street landscape maintenance services are needed to assist the Oakley Parks and Landscape Division with maintaining 32 parks and the equivalent of 56 acres in street landscape areas. These contracts are secured through a competitive bidding and award process. A Request for Proposals was prepared and after a thorough review and selection process a maintenance contract was originally awarded to Commercial Support Services in October of 2013.

Due to the amount of labor needed and capital investment required to be properly equipped to maintain park and landscape areas, the City's park and landscape maintenance agreements are structured with an initial three-year term and flexible provisions to offer two-year extensions. This structure is to create opportunities for longer-term relationships when the contractor has performed excellent service and quality at a competitive price.

The existing agreement with Commercial Support Services expires October 31, 2016. The City has the option of renewing the agreement for an additional two years to run through October 31, 2018.

As part of the existing contract provisions, the City may consider a one-time CPI increase by the contractor for the requested two-year extension, not to exceed 5%. Commercial Support Services is requesting a 2.9% increase in compensation for the contract services extension. The improved regional economy has created an environment of higher cost for contractor services. This is an issue that all municipal organizations face in their operations. Staff believes the requested 2.9% CPI increase by Commercial Support Services is very reasonable in today's economic environment, considering the high quality of service they provide for the community.

Staff recommended Commercial Support Services be awarded the current contract in 2013 based on review of proposals, qualifications, reference checks, and

competitive pricing. Staff believes Commercial Support Services has provided excellent service and quality at a very competitive price, and recommends extension of the agreement for two years incorporating the requested CPI increase.

**Fiscal Impact**

Sufficient funds for park and street landscape maintenance services have been proposed in the FY 2016-17 budget. The contract extension and CPI increase represent an annual base expenditure of \$70,485.00 for the maintenance services attached.

**Staff Recommendation**

It is recommended that the City Council approve a two year contract extension for landscape maintenance services between the City and Commercial Support Services and authorize the City Manager to execute the following Amendment:

Amend the park and landscape maintenance contract to extend the agreement for two years and incorporate a one-time 2.9% CPI increase.

**Attachments**

- 1) Resolution
- 2) Agreement Amendment

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AMENDMENT EXTENDING THE TERM OF THE CURRENT PARK AND LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH COMMERCIAL SUPPORT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT**

**WHEREAS**, Commercial Support Services has been providing park and landscape maintenances services under an existing agreement with the City that was approved by City Council in 2013; and

**WHEREAS**, contract is set to expire on October 31, 2016 unless amended as provided in the existing agreement; and

**WHEREAS**, park and landscape maintenance services are needed by the Oakley Parks and Landscape Division to assist with maintaining numerous parks and street landscape areas; and

**WHEREAS**, based on the quality of services provided by Commercial Support Services to date, Staff requests approval to extend this professional services agreement with Commercial Support Services for park and landscape maintenances services for an additional two years; and

**WHEREAS**, the total annual base cost for the contract, with a 2.9% CPI increase, for the maintenance services is \$70,485.00, with all other terms of the agreement to remain.

**NOW THEREFORE, BE IT RESOLVED**, that the **City of Oakley** City Council hereby authorizes the City Manager to execute an Amendment to the current Agreement between the City of Oakley and Commercial Support Services extending the term of the park and landscape maintenance services agreement to October 13, 2018.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> of May, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

ATTEST:

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

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

\_\_\_\_\_  
Date



**AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF OAKLEY AND COMMERCIAL SUPPORT SERVICES  
FOR LANDSCAPE MAINTENANCE SERVICES**

This Amendment is entered into by and between the City of Oakley, a municipal corporation (hereinafter referred to as "City"), and Commercial Support Services, a California Corporation (hereinafter referred to as "Contractor"), effective as of the 24<sup>th</sup> day of May, 2016.

**RECITALS**

- A. On October 10, 2013, City and Contractor executed an Agreement for Landscape Maintenance Services (hereinafter referred to as the "Agreement"); and, Section 1 1.1 of the agreement allowed for the City to extend the date of the contract to October 31, 2018; and
- B. During the performance under said Agreement the City Staff considered options of extending the contract two more years versus rebidding contracts. Staff recommended extending the contract two more years; and
- C. City and Contractor now desire that the following amendments be made to the Contractor's services:
  - a. Extend the date of the agreement by two years to, October 31, 2018; and
  - b. Incorporate a one-time 2.9% CPI increase to the payment provisions.

**AGREEMENT**

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

- 1. Except as provided herein, the terms used in this Amendment shall have the same meaning as the same terms have in the Agreement.
- 2. The Agreement is hereby amended as follows:
  - A. The end date for the maintenance contract dated October 10, 2013 and amended May 24, 2016, shall be extended to an end date of the agreement to October 31, 2018.
  - B. Attached is the amended summary of service locations and base compensation schedule. Based on these services, the total approved not to exceed fee for the Agreement to perform landscape maintenance services, shall be Six Hundred Seventy Thousand, Four Hundred Eighty Five Dollars and No Cents Annually. (\$70,485.00)
- 3. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Oakley, a municipal corporation in the State of California, has authorized the execution of this Amendment in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. -16, adopted by the Council of the City of Oakley on the 24<sup>th</sup> day of May, 2016, and the parties have caused this Amendment to be executed in duplicate.

**CITY:**

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

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

**CONTRACTOR:**

Commercial Support Services, a California  
Corporation

By: \_\_\_\_\_

Name/Title:

\_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

# CSS Maintenance Services

ZONE	LOCATION	#p wk	Coding	Annual Amount
3-5	OAK GROVE PARK	1	174-31-005-5380	\$510
3-8	CLAREMONT BAY PARK	1	177-31-008-5380	\$510
3-15	HEATHER PARK	1	184-31-015-5380	\$510
3-15	HOLLY CREEK PARK	2	184-31-015-5380	\$1,925
3-17	HARVEST PARK	1	186-31-017-5380	\$510
3-17	CREEKSIDE PARK	5	186-31-017-5380	\$5,450
3-18	NUTMEG PARK	2	187-31-018-5380	\$1,020
3-19	NUNN-WILSON PARK	2	188-31-019-5380	\$1,020
3-20	MARSH CREEK GLENN PK	2	189-31-020-5380	\$1,430
3-22	BRIARWOOD PARK	2	191-31-022-5380	\$1,020
	CYPRESS GROVE POND	3		\$2,675
	CYPRESS GROVE PARK	3		\$2,675
3-23	RIATA PARK	1	192-31-023-5380	\$640
	HEARTWOOD PARK	1		\$640
	SHADY OAK PARK	3		\$2,642
	LIVE OAK RANCH PARK	1		\$640
	SIMONI RANCH OPEN SPACE	2		\$1,020
3-25	DAFFODIL PARK + Trail	2	194-31-025-5380	\$2,275
	MAGNOLIA PARK	3		\$2,675
	NOVARINA PARK	2		\$1,428
3-26	LAKWOOD DRIVE PARK	1	195-31-026-5380	\$640
	SYCAMORE DRIVE PARK	1		\$510
	MANRESA PARK	1		\$510
	SUMMER LAKE	5		\$5,450
	LAKESIDE PARK	1		\$960
	LEEWARD PARK	1		\$510
Z-1	CIVIC CENTER and PARK	3	132-33-238-5380	\$3,210
Z-1	MAIN STREET PARK	2	132-33-234-5380	\$1,020
Z-1	CROCKETT PARK	5	132-33-233-5380	\$4,950
Z-1	FREEDOM BASIN PARK	3	132-33-236-5380	\$2,925
Z-1	LAUREL BALLFIELDS PARK	5	132-33-235-5380	\$5,450
Z-1	CYPRESS TRAIL HEAD	2	132-33-241-5380	\$1,020
CAM	OAKLEY PLAZA SHOPPING CTR	5	761-83-002-5380	\$12,120
	<b>TOTAL</b>		XXXXXXXXXXXXXX XX	<b>\$ 70,485.00</b>

**Scope of services include labor and equipment necessary to complete the following work:**

- **Trash/litter/debris removal.** Walk the park/area and remove loose litter and trash, such as papers, cans, bottles.
- **Empty Trash receptacles.** Remove all waste from trash containers, replace liners and dispose of trash collected in the garbage dumpster.
- **Restroom maintenance (when applicable).** Clean interior of restrooms, including toilets, sinks, walls, floor, mirrors, and restock toilet paper.
- **Drinking fountain (when applicable).** Clean and sanitize.
- **Supply all tools, supplies, and safety equipment needed to perform work.** Liners, toilet paper, cleaning solutions, sponges, mops, gloves, etc.
- **Report Graffiti, Vandalism or Damage** to proper entity.

## STAFF REPORT

**Date:** Tuesday, May 24, 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:** Acceptance of work associated with CIP Project No. 169 – FY 2015/16 Curb, Gutter and Sidewalk Repair and Replacement Project

### Introduction

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

### Background and Analysis

The City's CIP included Project Number 169 - FY 2015/16 Curb, Gutter and Sidewalk Repair and Replacement Project. This project included the replacing of damaged and uplifted curb, gutter and sidewalk that had been identified as a trip and fall hazard. The trip and fall hazard concern is due to the overgrowth of tree roots that have gotten under the curb and sidewalk; and in some extreme cases even under street pavement.

The City Council had approved a 50-50 cost share program to help property owners with cases of uplifted sidewalks. This new program has made the replacement of damaged curb and sidewalk as simplified as possible for property owners, as the City is responsible for the design and management of the construction of the project. At the end of project, the property owners pay half the actual cost of the construction for the damaged concrete along their property; instead of being responsible for the whole cost and management of the repairs.

The FY 2015/16 Curb, Gutter and Sidewalk Repair and Replacement Project incorporated many sites where the property owners had signed up for the 50-50 cost share program. This was the second year of this capital project and the City has had a very good collaboration with property owners who participated, which has eliminated these trip and fall hazard cases. This project was successfully completed in April 2016.

### Summary

The FY 2015/16 Curb, Gutter and Sidewalk Repair and Replacement Project was the second year this project had been implemented in the City of Oakley and helped in

addressing a chronic problem with tree root overgrowth, which had uplifted several areas of curb and sidewalk. The residents who participated in the program received a great value and the project helped in reducing the exposure to liability for the City as result of trip and fall incidents. The goal will be to build on the success of this project in upcoming years, and have an even bigger participation by residents to help reduce the trip and fall incidents in the community.

**Fiscal Impact**

This project was completed on time and under the authorized budget of \$88,918.00.

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

**Recommendation**

Staff recommends that the City Council Adopt the Resolution accepting CIP Project No. 169 – FY 2015/16 Curb, Gutter and Sidewalk Repair and Replacement Project as constructed by R & R Pacific Construction Company to be complete, and to direct the City Clerk to file a Notice of Completion for the project with the County Recorder.

**Attachments**

- 1) Resolution
- 2) Notice of Completion

RESOLUTION NO. \_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY ACCEPTING AS COMPLETE THE WORK PERFORMED BY R & R PACIFIC CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF CIP PROJECT NO. 169 – FY 2015/16 CURB, GUTTER AND SIDEWALK REPAIR AND REPLACEMENT PROJECT**

**WHEREAS**, City staff, prepared plans, special provisions, and cost estimates related to CIP Project No. 169 – FY 2015/16 Curb, Gutter, Sidewalk Repair and Replacement Project; and

**WHEREAS**, on February 9, 2016, by adopting Resolution No. 13-16, the City Council awarded a construction contract to R & R Pacific Construction Company for the construction of CIP No. 169 – FY 2015/16 Curb, Gutter and Sidewalk Repair and Replacement Project; and

**WHEREAS**, R & R Pacific Construction Company has satisfied the contractual requirements necessary for the acceptance of CIP No. 169 to be deemed complete.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Oakley that CIP Project No. 169 – FY 2015/16 Curb, Gutter and Sidewalk Repair and Replacement Project is hereby accepted as complete.

**BE IT FURTHER RESOLVED AND ORDERED**, that the City Clerk is hereby directed to file a Notice of Completion for CIP No. 169 with the County Recorder.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> of May, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

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

**WHEN RECORDED MAIL TO:**

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

**RECORDING REQUESTED BY:**

City Of Oakley  
3231 Main Street  
Oakley, CA 94561

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**NOTICE OF COMPLETION**

**CIP 169 – FY 2015/16 Curb, Gutter and Sidewalk Repair and Replacement Project**

NOTICE IS HEREBY GIVEN THAT:

The **CITY OF OAKLEY**, a political subdivision of the State of California, did, on February 9, 2016, enter into an agreement with R & R Pacific Company for construction of Capital Improvement Program Project Number 169 – FY 2015/16 Curb, Gutter and Sidewalk Repair and Replacement Project.

The work described in the contract documents was to furnish all material, labor, and equipment necessary to complete CIP No. 169 – FY 2015/16 Curb, Gutter, and Sidewalk Repair and Replacement Project in various locations in Oakley.

On May 24, 2016, said contract as a whole was completed, and the work was accepted by the City Council of the City of Oakley.

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

Executed at Oakley, Contra Costa County, State of California, on May 24, 2016.

By: \_\_\_\_\_  
Libby Vreonis, City Clerk  
City of Oakley, California



Agenda Date: 05/24/2016  
Agenda Item: 3.12

## STAFF REPORT

Approved and Forwarded to the City Council:

  
Bryan Montgomery, City Manager

**Date:** May 24, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Troy Edgell, Code Enforcement Manager  
**Subject:** **Resolution Confirming the Costs for Emergency Abatement of Non-Storm Water Pollutant at 4309 Redwood Drive (APN 035-555-017)**

---

### Background and Analysis

The City of Oakley is a Permittee of the California Regional Water Quality Control Board and as such is required to follow Water Quality Guidelines. These guidelines (Municipal Regional Storm Water Permit C.15.b.v(1)(a)) specifically prohibit the discharge of water that contains chlorine and filter backwash to the storm drains or water bodies. Additionally, Oakley Municipal Code (6.11.206) specifically states the release of non-storm water discharges to the City storm water system is prohibited.

On 21 March 2016, Public Works and Code Enforcement responded to a complaint that the resident at 4309 Redwood was draining his pool into the storm drain via the driveway and gutter. Upon inspection, the resident admitted he was cleaning his filters and washing the debris and pollutants down into the storm water system. He stated he does it twice a year and it's not harmful. Public Works informed him it was a violation. He disagreed and wanted Code sections provided to him.

Initially, the responding Public Works Engineer informed the resident he had 2 days based on projected rainfall to remove the pollutant, but when the Senior Engineer arrived and determined it was likely to rain that day, the resident was requested to remove the pollutant immediately. The resident refused to do so. As a result, a Public Works Foreman was required to respond to minimize any further pollution to the storm drainage system.

It is important to note that Code requires that a non-storm water pollutant be cleaned/removed no more than 10 days from notification of the violation or before it rains, whichever comes first. Rain was forecasted and actually did occur within one hour of verification of the violation.

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



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

**Date:** May 10, 2016

**Page 2 of 2**

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Direct assessment collections of abatements must be confirmed by the City Council. To ensure this action takes place, we are seeking confirmation of the abatement and associated costs as required by OMC 1.6.150.

Per OMC the City Council shall receive and consider the report of costs and shall hear any objections of the owners of the property to be assessed for the abatement costs. The owner was notified of his right to appeal. The City Council may modify the report if deemed necessary. The hearing may be continued from time to time. At the conclusion of the hearing the City Council shall allow or overrule any objections to the proposed assessment. If no objections have been made at the hearing or the City Council has overruled those made, the City Council shall, by resolution, confirm the report of costs as submitted or modified. The proposed date for this hearing, if necessary, or confirmation of costs is 24 May 2016.

#### **Fiscal Impact**

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

#### **Recommendation**

Staff recommends the Council adopt the attached Resolution confirming the costs for abatement of the public nuisance and directing a special assessment and lien upon such parcel if the amount due is not paid in full by 25 June 2016.

#### **Attachments**

1. Resolution
2. Cost Report

RESOLUTION NO. \_\_-16

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

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

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

**WHEREAS**, the property listed in Exhibit A attached had violations which required abatement by the City through the Public Works Department; and

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

**WHEREAS**, the City seeks to confirm this cost, and if it remains unpaid after June 25, 2016, seeks authorization to lien the properties and collect the amount due via direct assessment on the Fiscal Year 2016-2017 property tax rolls.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Oakley hereby confirms the cost for said property, and if remaining unreimbursed after June 25, 2016, authorizes Staff to lien the property and submit it as a direct assessment for collection on the 2016-2017 property tax roll.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> day of May, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

4309 REDWOOD

APN: 035-312-001

## NON-STORM WATER POLLUTANT VIOLATION

PUBLIC WORKS AND STORM DRAINAGE FOREMAN	PUBLIC WORKS SENIOR ENGINEER	PUBLIC WORKS ASSOCIATE ENGINEER	PUBLICATION FEE	TOTAL COST
\$110.69/HOUR X .75 HOURS = \$83.01	\$157.35/HOUR X .5 HOURS = \$78.68	\$121.06/HOUR X 1.5 HOURS = \$181.59	\$54.72	\$398.00

Public Works costs for Foreman and Engineers include time for response, verification of violation and prevention of further non-storm water pollutant to the storm drainage system after property owner would not voluntarily clean up pollutant prior to rain that same day.

## STAFF REPORT

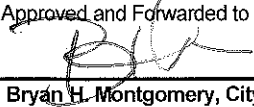
**Date:** Tuesday, May 24, 2016

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

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

**Subject:** Acceptance of Subdivision Improvements Associated with Subdivision 9104 (Cutino Property, Cedar Glenn Drive south of Laurel Road, approximately 450' east of Rose Avenue)

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Background and Analysis

On November 13, 2006 the City Council adopted Resolution 141-06 conditionally approving the tentative map for Subdivision 9104, a 20-lot residential subdivision south of Laurel Road along the north side of Cedar Glenn Drive, approximately 450' east of Rose Avenue. On November 18, 2014, the City Council adopted Resolution 109-14 approving the final map for the subdivision. The associated subdivision improvement agreement required Kiper Development to construct public improvements and grading worth an estimated \$329,000.

Kiper Development has since completed the all of the required improvements for Subdivision 9104 and constructed the houses within the subdivision. At this time, Kiper Development has requested that the City accept the improvements for maintenance. The Public Works Inspector has completed a final inspection of all public improvements and has found them to be in substantial compliance with the approved plans. Acceptance of the improvements will begin a one-year warranty period, and at the end of that time, Kiper Development will be required to repair any defective construction. A warranty bond in the amount of 10% of the total cost of the improvements will be provided to the City prior to releasing the original bonds, to ensure that Kiper Development completes any required repairs.

### Fiscal Impact

Upon acceptance of the improvements, the City will be obligated to maintain them. Preventative street maintenance for public roadway and storm drains are currently funded using Gas Tax, Measure C and Stormwater Utility Assessments.

**Staff Recommendation**

Staff recommends that the City Council adopt the Resolution accepting the subdivision improvements associated with Subdivision 9104 and beginning the one-year maintenance period for the Improvements.

**Attachments**

- 1) Resolution Accepting the Improvements

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA,  
ACCEPTING THE SUBDIVISION IMPROVEMENTS ASSOCIATED WITH  
SUBDIVISION 9104 AND BEGINNING THE ONE-YEAR WARRANTY PERIOD FOR  
THE SUBDIVISION IMPROVEMENTS**

**WHEREAS**, on November 18<sup>th</sup>, 2014 the City of Oakley adopted Resolution 107-14 authorizing the City Manager to enter into a subdivision improvement agreement with Kiper Development for public improvements associated with Subdivisions 9104. At the same time the City adopted Resolution 109-14 approving the final map for the project; and

**WHEREAS**, Kiper Development has completed the Subdivision Improvements associated with Subdivision 9104 as required in the above referenced agreement; and

**WHEREAS**, the City of Oakley Public Works and Engineering staff has inspected the Subdivision Improvements and have determined that said improvements have been constructed in substantial compliance with the approved improvements plans for Subdivision 9104; and

**WHEREAS**, the City Clerk's Statement on the Subdivision 9104 Final Map states that the City Council did accept, subject to improvement, any streets, roads, avenues, or easements shown on the map as dedicated to public use.

**NOW THEREFORE**, the City Council of the City of Oakley hereby resolves as follows:

- a) The Subdivision Improvements associated with Subdivision 9104 have been accepted for public maintenance including the following streets within the project boundaries: Rustic Court and Pastoral Court; and
- b) The one-year warranty period required by the agreement for Subdivision Improvements has begun as of the date of adoption of this resolution and that Kiper Development shall repair any defective subdivision improvements associated with Subdivision 9104, as identified by City personnel, so long as the defective improvements are identified within one-year of the date of adoption of this resolution; and
- c) In accordance with the City Clerk's Statement on the Subdivision 9104 Final Map, the roads, avenues, or easements shown on the map as dedicated to public use are accepted.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> of May, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** May 16<sup>th</sup>, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Chris Thorsen, Chief of Police

Approved and Forwarded to the City Council:

  
 Bryan Montgomery, City Manager

**SUBJECT:** CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURSUE EITHER THE POTENTIAL FORMATION OF A JOINT POWERS AUTHORITY (JPA) OR THE NEGOTIATION OF A MEMORANDUM OF UNDERSTANDING (MOU) FOR THE REGIONAL REGULATION OF TAXICAB SERVICES WITHIN CONTRA COSTA COUNTY

**Summary:**

California Government Code Section 53075.5 requires cities and counties to protect the public health, safety, and welfare by adopting an ordinance or resolution governing the provision of taxicab services within each of their own respective jurisdictions. As a result, each city in Contra Costa County, and the County itself, is left to determine and enact its own independent regulatory scheme for taxicabs. In lieu of such independent efforts, the Public Managers Association of Contra Costa County, in coordination with local public safety officials, has been engaged in initial discussions regarding the possibility of regionalizing the regulation of taxicab services on a County-wide basis.

**Background/Annalysis:**

Each jurisdiction in Contra Costa County is currently responsible for the regulation of taxicab services within its own respective boundaries. Accordingly, each jurisdiction has separately established rules and requirements governing a variety of issues such as licensing/permitting of vehicles and drivers, background checks, drug testing, vehicle inspections, and approval of rates. Given these separate regulatory schemes, each owner/driver is currently obligated to obtain a separate license/permit and to comply with a separate set of rules/regulations in each jurisdiction it operates in.

It is anticipated that the formation of a regional JPA, or the negotiation of an MOU, would allow for the enactment of uniform rules and regulations which could be applied on a County-wide basis across all participating jurisdictions. This would enable owners and drivers to obtain a single license/permit covering all participating jurisdictions instead of having to obtain multiple licenses/permits throughout Contra Costa County, while at the same time providing efficiencies that could potentially reduce the overall cost and staff time dedicated to the administration and regulation of these services across participating jurisdictions.

The following table provides an estimated timeline of events:

DATE RANGE	EVENT
May 2016	Each Participating Jurisdiction Adopts a Resolution Confirming its Intent to



	either Form a JPA or otherwise Negotiate an MOU
June 2016	Participating Jurisdictions Coordinate and Begin Outreach to Affected Stakeholders
July 2016 – February 2017	Appointed Staff from Participating Jurisdictions Determine Feasibility of either a JPA or an MOU and Draft appropriate Implementing Documents, which may include, but are not limited to the following: <ul style="list-style-type: none"> <li>• A Joint Powers Agreement to be entered into among all Participating Jurisdictions;</li> <li>• Bylaws outlining the governance of a JPA;</li> <li>• A Memorandum of Understanding among Participating Agencies; or</li> <li>• Uniform Taxicab Regulations to be Adopted and Enforced by the JPA, or in connection with an MOU, across all Participating Jurisdictions</li> </ul>
July 2016 – February 2017	Continued Stakeholder Outreach and Updates to the Governing Boards of Participating Jurisdictions as appropriate
March 2017	Each Participating Jurisdiction Enters into the JPA Agreement or MOU and Adopts Other Local Ordinance(s) Necessary to Repeal/Revise its current Regulatory Model

**FINANCIAL IMPACTS:**

The program is anticipated to be revenue neutral. Taxi companies/drivers will be charged a fee for participation in the program. The revenue will be collected by the JPA or the agency administering the MOU. No expenditure is anticipated of City of Oakley monies.

**RECOMMENDATION:**

Staff recommends that the City Council adopt the attached Resolution (Attachment 1) authorizing the City Manager to pursue either the potential formation of a joint powers authority (JPA) or the negotiation of a memorandum of understanding (MOU) for the regional regulation of taxicab services within Contra Costa County.

**Attachments:**

Attachment 1: Resolution Authorizing the City Manager to Pursue either the Potential Formation of a Joint Powers Authority (JPA) or the Negotiation of a Memorandum of Understanding (MOU) for the Regional Regulation of Taxicab Services within Contra Costa County

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF OAKLEY  
AUTHORIZING THE CITY MANAGER TO PURSUE EITHER THE  
POTENTIAL FORMATION OF A JOINT POWERS AUTHORITY (JPA) OR  
THE NEGOTIATION OF A MEMORANDUM OF UNDERSTANDING (MOU)  
FOR THE REGIONAL REGULATION OF TAXICAB SERVICES WITHIN  
CONTRA COSTA COUNTY**

**WHEREAS**, California Government Code Section 53075.5 states that every city or county shall protect the public health, safety, and welfare by adopting an ordinance or resolution regarding the provision of taxicab services within its jurisdiction;

**WHEREAS**, each individual jurisdiction within Contra Costa County is currently responsible for the regulation of taxicab services within its own boundaries, including but not limited to the licensing/permitting of vehicles and drivers, the conduct of driver background checks and testing for controlled substances, vehicle inspections, approval of taxicab rates, and the establishment and enforcement of other operating rules and procedures;

**WHEREAS**, the Oakley anticipates that the formation of a single regional taxicab authority, or the negotiation of a regional MOU, would provide a benefit to the residents, visitors, and businesses of Oakley, and those of other participating jurisdictions, through the promotion and establishment of consistent rules and standards for the regulation of taxicab services across the County;

**WHEREAS**, it is also anticipated that the formation of a single regional taxicab authority, or the negotiation of a regional MOU, would allow taxicab drivers to obtain a single license/permit covering all participating jurisdictions, instead of having to obtain multiple licenses/permits throughout the County; and

**WHEREAS**, it is also anticipated that the regulation of taxicab services through a single regional authority, or the negotiation of a regional MOU, would create efficiencies that could reduce overall staff time currently dedicated to the administration and regulation of taxicab services, both within the Oakley, and in other participating jurisdictions.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the Oakley **as follows:**

1. The City Manager, in partnership with other participating jurisdictions, is hereby authorized to investigate the feasibility of either forming a joint powers authority (“JPA”) or negotiating a memorandum of understanding (“MOU”) for the regional regulation of taxicab services within Contra Costa County.

2. The City Manager shall designate a staff representative to work with the representatives of other participating jurisdictions in an effort to determine the feasibility of either creating a regional JPA or negotiating a regional MOU and, if feasible, to draft agreements and documents necessary to implement such regional JPA or MOU, including but not limited to: (i) a proposed joint powers agreement among participating jurisdictions, (ii) proposed bylaws and uniform taxicab regulations to be adopted by a JPA, (iii) an MOU among participating agencies, or (iv) any other local resolutions or ordinances necessary to implement the JPA or MOU, all subject to final review and approval by the City Council.

3. The City Manager and/or the City Manager's designated staff representative are further authorized and encouraged to coordinate and conduct outreach with appropriate community stakeholders, including but not limited to (i) police department representatives and other staff currently responsible for the implementation of taxicab regulations within individual participating jurisdictions, and (ii) taxicab drivers currently licensed/permitted within the participating jurisdictions.

4. The City Manager and/or the City Manager's designated staff representative shall provide periodic updates to the City Council regarding the work authorized by this Resolution.



## STAFF REPORT

**Date:** Tuesday, May 24, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, City Engineer/Public Works Director

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**SUBJECT:** Approval of the Purchase of Assorted Parks Furniture from Outdoor Creations, Inc.

### Background and Analysis

The parks in Oakley are a source of pride for the community and the City organization. In order to keep the City parks in good condition and up to high standards, it is necessary to upgrade various park furniture items (i.e. benches, trash container, table, etc.) that are in need of replacement due to the aging of the infrastructure, damage due to vandalism, and for adding new components into the park system.

In an effort to maintain an excellent product for the value, and maintain a streamlined look of containers and tables in these areas, Outdoor Creations, Inc. is the industry standard and considered a quality sole-source vendor to provide the design and specifications already used. Outdoor Creations, Inc. provide the highest quality, most cost effective products among park industry standards.

The main parks that will receive the new furniture are as follows: Summer Lake Park, Novarina Park, Magnolia Park, Riata Park, Shady Oak Park, Cypress Grove Park, Marsh Creek Glenn Park, Nunn-Wilson Family Park, Nutmeg Park, Creekside Community Park, Holly Creek Park and Crockett Park.

### Fiscal Impact

Sufficient funds exist within the Landscape and Lighting Districts that will receive this new furniture.

### Recommendation

Authorize the City Manager to approve the purchase of park furniture from Outdoor Creations, Inc. for trash receptacles, picnic tables and benches, in the amount of \$83,143.55.

### Attachments

- 1) Proposal from Outdoor Creations, Inc.
- 2) Resolution

**PROPOSAL**

AUTHORIZED SALES PERSONS SIGNATURE

*Chad Smith* 5/18/2016 6:37  
 Chad Smith Date



(530) 365-6106 Phone  
 (530) 365-5129 Fax

Date: 5/18/2016  
 P.O. #

**SOLD TO**

Name: City of Oakley  
 Contact: Leonard Morrow  
 Phone#: 925-625-7039  
 Fax#: morrow@ci.oakley.ca.us  
 Address:

**SHIP TO**

Name: City of Oakley  
 Contact: Public Works Department  
 Phone#: 3231 Main Street  
 Fax#: Oakley, CA 94561  
 Address:

<i>Sales Rep.</i>	<i>Terms (circle one)</i>	<i>F.O.B.</i>
Chad Smith	Established credit Yes, net 30 OR No, 50% deposit & balance C.O.D	Anderson, CA

Qty.	Model #	Description (accessory colors, logo details, etc)	Concrete Color	\$ Price/Unit	\$ Extended Price
28	500	Waste Receptacle (Round) W/One Painted Oakley Logo (Per Approved Drawing)	Davis: Sequoia Sand (Tan)	490.00	13720.00
40	408	Contour Bench W/Armrests W/City Logo Cast In Back Rest	Lid: Bronze Sequoia Sand (Tan)	590.00	23600.00
30	100S	92" Smooth Top Picnic Table (W/City Logo Cast In Legs)	Sequoia Sand (Tan)	670.00	20100.00
12	100SLE	92" Smooth Top Picnic Table (W/City Logo Cast In Legs) W/Left-Handed ADA Entrance	Sequoia Sand (Tan)	675.00	8100.00
6	106S	40" Round Court Series Table W/City Logo Cast in 2 Opposing Sides of Legs (No Umbrella Hole)	Sequoia Sand (Tan)	770.00	4620.00
2	106S	40" Round Court Series Table W/City Logo Cast in 2 Opposing Sides of Legs (W/Chess / Checkerboard Cast In Table Top (No Charge)	Sequoia Sand (Tan)	770.00	1540.00
1	N/A	Shipping *Shipping is taxable as products are shipped on company owned trucks. *Customer Must Provide Forklift To Offload & Installation.		4950.00	4950.00

PLEASE FILL IN THE INFORMATION BELOW AND READ PAGE 2 WITH TERMS AND CONDITIONS.

SUBTOTAL	76630.00
SALES TAX	6513.55
TOTAL	83143.55

STANDARD DELIVERY A.R.O. AND APPROVED SUBMITTALS IS 10-12 WEEKS (Does not apply to custom products).  
 ESTIMATED / REQUIRED DELIVERY DATE:

**PLEASE READ PAGE 2, FILL IN REQUIRED INFORMATION AND SIGN TO PLACE YOUR ORDER.**

RESOLUTION NO. \_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY TO WAIVE FORMAL BIDDING AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PURCHASE ORDER WITH OUTDOOR CREATIONS, INC.**

**WHEREAS**, parks require replacement and new benches, picnic tables and trash receptacles; and staff desires to have the same quality products to match the existing amenities; and

**WHEREAS**, Oakley Municipal Code provides for an exception to competitive bidding requirements in cases where the City Council can support and justify exceptions to the bidding process; and

**WHEREAS**, Outdoor Creations, Inc. is the industry standard in manufacturing quality park furniture and the cost proposal submitted by Outdoor Creations, Inc. is reasonable and best qualified to meet the needs of the City; and

**WHEREAS**, sufficient funds exist to purchase the park products, and

**RESOLVED AND ORDERED**, that the **City of Oakley** hereby approves the waiving of the formal bidding process for the purchase of new benches, tables, and trash containers; and authorizes the City Manager to execute a purchase order with Outdoor Creations, Inc. for trash receptacles, picnic tables, and benches, in the amount of \$83,143.55.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> of May, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

ATTEST:

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

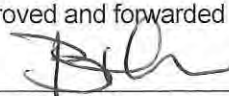
\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date



## STAFF REPORT

Approved and forwarded to City Council

  
Bryan H. Montgomery, City Manager

**Date:** May 24, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kenneth W. Strelow, Senior Planner  
**SUBJECT:** **4190 Brown Road (MS 08-978) Tentative Parcel Map Extension (TME 02-16)**

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### SUMMARY

This is a public hearing on a request by Randy Mass (“Applicant”) for approval of a Tentative Parcel Map Extension. The applicant is requesting to extend the approval of Tentative Parcel Map MS 08-978 (known as “4190 Brown Road Minor Subdivision”) for an additional three (3) years. The map was set to expire on June 12, 2016, which has been delayed with filing of this application. The minor subdivision consists of a 2.0 acre site subdivided into 4 lots with one remainder lot. The project is located at 4190 Brown Road and is zoned R-10 (Single Family Residential) District. APN 035-050-012.

Staff recommends the City Council adopt the resolution approving 4190 Brown Road (MS 08-978) Tentative Parcel Map Extension (TME 02-16), as conditioned.

### BACKGROUND

#### General Plan and Zoning

The General Plan Land Use Designation for the project site is *Single Family Residential, High Density* (“SFH”) as depicted in the [Oakley 2020 General Plan](#) Figure 2-2 (Land Use Diagram). The site is zoned R-10 (Single Family Residential) District, which is compatible with the SFH land use designation (Table 2-6 - General Plan / Zoning Compatibility Matrix of the Oakley 2020 General Plan).

#### Previous Entitlements and Subdivision Extensions

Oakley City Council adopted the project’s tentative parcel map (or “minor subdivision”) on April 28, 2009 through adoption of City council Resolution No. 76-09. In conjunction with the

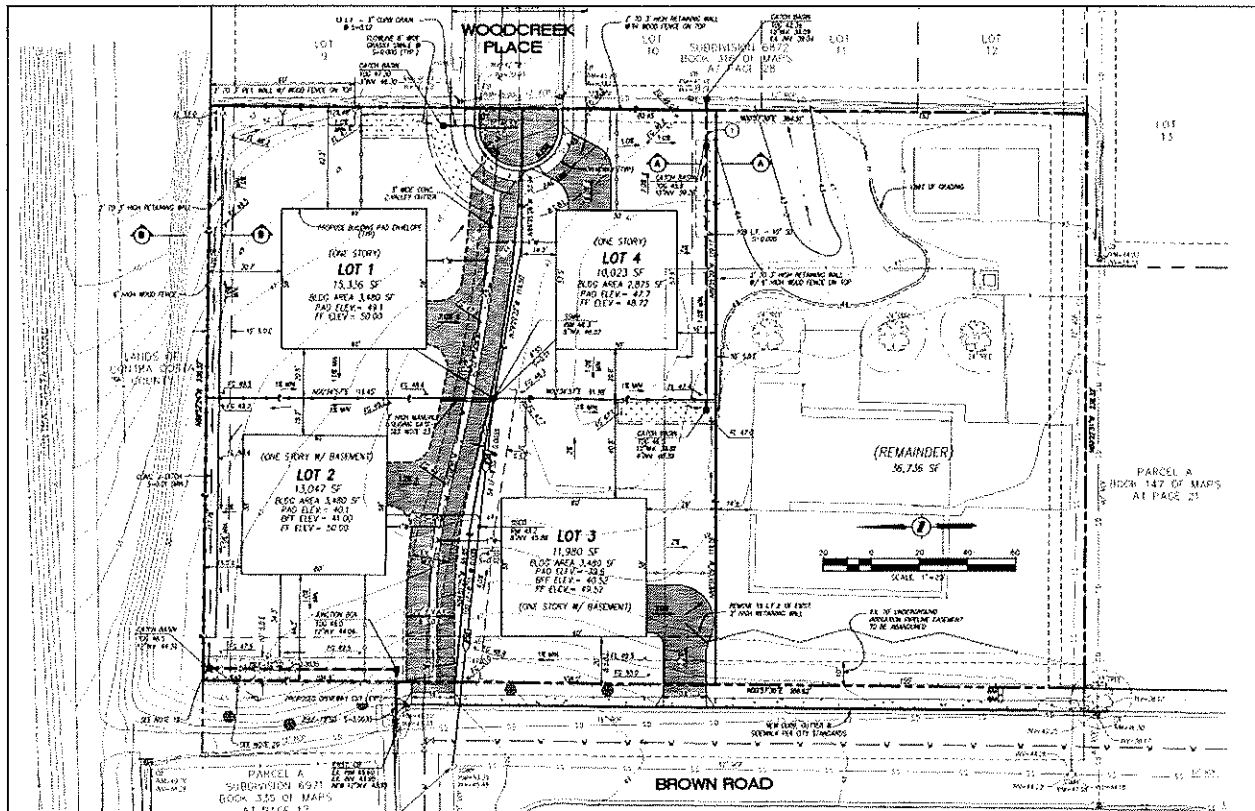


tentative parcel map, the City Council rezoned the project site to R-10 District through adoption of Ordinance No. 13-09 on May 12, 2009. That ordinance went into effect on June 11, 2009 (30 days after adoption), and the tentative parcel map entitlement went into effect one day thereafter, or June 12, 2009. The tentative parcel map received a three (3) year approval period from its effective date, and therefore, was set to expire on June 12, 2012. However, through the two most recent state-wide automatic map extensions<sup>1</sup> the tentative parcel map expiration date was pushed out for an additional four (4) years, or June 12, 2016.

### PROJECT DESCRIPTION

The applicant is requesting an extension of three (3) years to the entitlement of the approved tentative parcel map. If approved, the map would not expire until June 12, 2019. The approved tentative parcel map consists of subdividing a 2.0 acre parcel into four (4) lots with one (1) remainder parcel. The average size of the four created lots is 12,596 square feet. The remainder parcel, which would retain the existing home, is 36,736 square feet. Figure 1 shows the land portion of the approved map (excludes the legend and other information).

Figure 1. Approved Tentative Parcel Map (top of map faces east).



<sup>1</sup> AB 208 (2011) – 24 months, and AB 116 (2013) – 24 months.

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As can be seen in Figure 1, Lots 1 and 4 would be accessed from Woodcreek Place and Lots 2 and 3 and the remainder parcel would be accessed from Brown Road. An emergency vehicle access ("EVA") is conditioned at the property line on the shared access driveways. Through traffic will not be allowed between Woodcreek Place and Brown Road.

## **ENVIRONMENTAL REVIEW**

It can be seen with certainty that the request for an extension to the tentative parcel map will not result in any new physical impacts to the project, and therefore not result in any new significant environmental impacts. The project falls within the scope of the original California Environmental Quality Act ("CEQA") analysis and no further environmental analysis is required. Additionally, since the tentative parcel map is already approved, and the property zoning is in compliance with the General Plan, a project of this nature would be exempt from CEQA pursuant to CEQA Guidelines Section 15315 (Minor Land Divisions).

## **ANALYSIS**

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

The applicant is requesting a three (3) year extension to the tentative parcel map approval. The subdivision is small in size (2.0 acres) and total number of future lots (1 lot into 4 lots plus a remainder parcel). It is located at the northern terminus of Brown Road where it ends at the Contra Cost Canal, which is not along a major arterial or even residential collector of which the public depends heavily on to be improved. These factors result in this map not being a major subdivision where its development will lead to much needed public improvements. Therefore, allowing for a three year extension to the approval will not result in any direct or indirect public health, safety, or welfare issues.

## **Conditions of Approval**

Pursuant to the Subdivision Map Act, the City Council may approve or conditionally approve extensions to a tentative parcel map. It is noted here and referenced in the proposed resolution's findings that all conditions of approval in Resolution 76-09 that are not modified in the proposed resolution are still in full effect for this tentative parcel map.

## **FINDINGS**

Complete draft findings are included in the attached resolution.

Subject: 4190 Brown Road (MS 08-978) Tentative Parcel Map Extension (TME 02-16)

Date: May 24, 2016

Page 4 of 4

---

## **RECOMMENDATION**

Staff recommends the City Council adopt the resolution approving 4190 Brown Road (MS 08-978) Tentative Parcel Map Extension (TME 02-16), as conditioned.

## **ATTACHMENTS**

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



# Vicinity Map

## 4190 Brown Road (MS 08-978) Tentative Parcel Map Extension (TME 02-16)







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

## NOTICE OF PUBLIC HEARING

Notice is hereby given that on **May 24, 2016** at 6:30 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a Public Hearing at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering an application for a **Tentative Parcel Map Extension**.

**Project Name:** 4190 Brown Road (MS 08-978) Tentative Parcel Map Extension (TME 02-16).

**Project Location:** 4190 Brown Road, Oakley, CA 94561. APN 035-050-012.

**Applicant:** Randy Mass, 4190 Brown Road, Oakley, CA 94561.

**Request:** This is a public hearing on a request for approval of a Tentative Parcel Map Extension. The applicant is requesting to extend the approval of Tentative Parcel Map MS 08-978 (known as "4190 Brown Road Minor Subdivision") for an additional three (3) years. The map was set to expire on June 12, 2016. The minor subdivision consists of a 2.0 acre site subdivided into 4 lots with one remainder lot. The project is zoned R-10 (Single Family Residential) District.

The Staff Report and its attachments will be available for public review, on or after May 18, 2016 at City Hall, 3231 Main Street, Oakley, CA 94561 or on the City's website [www.oakleyinfo.com](http://www.oakleyinfo.com).

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

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

**RESOLUTION NO. XX-16**

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING A TENTATIVE PARCEL MAP EXTENSION FOR THE PROJECT KNOWN AS 4190 BROWN ROAD (MS 08-978) TENTATIVE MAP EXTENSION (TME 02-16)**

**FINDINGS**

**WHEREAS**, on April 12, 2016, Randy Mass ("Applicant") filed an application requesting approval of a Tentative Parcel Map Extension. The applicant is requesting to extend the approval of Tentative Parcel Map MS 08-978 (known as "4190 Brown Road Minor Subdivision") for an additional three (3) years. The project is located at 4190 Brown Road and is zoned R-10 (Single Family Residential) District. APN 035-050-012; and

**WHEREAS**, on May 12, 2016, the project application was deemed complete per Government Code section 65920 et. seq; and

**WHEREAS**, the approved tentative parcel map was set to expire on June 12, 2016; and

**WHEREAS**, the approved tentative parcel map consists of a 2.0 acre site subdivided into 4 lots with one remainder parcel; and

**WHEREAS**, the General Plan Land Use Designation for the project site is Single Family Residential, High Density as depicted in the Oakley 2020 General Plan Figure 2-2 (Land Use Diagram). The site is zoned "R-10" (Single Family Residential) District; and

**WHEREAS**, the approved tentative parcel map was originally approved by the Oakley City Council on April 28, 2009 through adoption of Resolution 76-09. Approval of the rezone to R-10 District was on May 12, 2009 through adoption of Ordinance 13-09; and

**WHEREAS**, it can be seen with certainty that the request for an extension to the tentative parcel map will not result in any new physical impacts to the project, and therefore not result in any new significant environmental impacts. The project falls within the scope of the original California Environmental Quality Act ("CEQA") analysis and no further environmental analysis is required. Additionally, since the tentative parcel map is already approved, and the property zoning is in compliance with the General Plan, a project of this nature would be exempt from CEQA pursuant to CEQA Guidelines Section 15315 (Minor Land Divisions); and

**WHEREAS**, on May 14, 2016, the Notice of Public Hearing for the project was published in the Contra Costa Times, and on May 13, 2016 it was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, and outside the library at Freedom High School located at 1050 Neroly Road, and at the project location, and mailed out to all owners of property

within 500 feet of the project boundaries, outside agencies, and parties requesting such notice; and

**WHEREAS**, on May 24, 2016, the City Council opened the public hearing and received a report from City Staff, oral and written testimony from the applicant and public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

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

**WHEREAS**, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, the Subdivision Map Act, Vesting Tentative Map 9027, the R-10 District, and the information submitted to the City Council at its May 24, 2016 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Subdivision (hereafter the "Record").

**NOW, THEREFORE, BE IT RESOLVED THAT**, on the basis of the above Findings and the entire Record, the City Council makes the following additional findings in support of the recommended approvals:

- A. Regarding the application requesting approval of 4190 Brown Road (MS 08-978) Tentative Parcel Map Extension (TME 02-16), the City Council finds that:
  - 1. The proposed tentative map extension does not modify any of the original tentative map's design, and therefore, all of the findings made on the original tentative map (City Council Resolution 76-09) are still valid and apply to this extension; and
  - 2. All conditions of approval in City Council Resolution 76-09, not otherwise modified by this resolution, are still in effect.
- B. The Project complies with Measure J Growth Management requirements.

**BE IT FURTHER RESOLVED THAT**, on the basis of the above Findings and the Record, the City Council approves the applicant's request for 4190 Brown Road (MS 08-978) Tentative Parcel Map Extension (TME 02-16), subject to the following conditions:

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

## Planning Department Conditions

1. Applicant shall comply with the requirements of the Oakley Municipal Code and applicable Conditions of Approval from City Council Resolution No.76-09 and City Council Ordinance No. 13-09. Any exceptions must be stipulated in these Conditions of Approval.
2. This approval shall extend the period of the tentative parcel map for a period of three (3) additional years, resulting in Minor Subdivision (MS 08-978) expiring on June 12, 2019, unless it is further extended pursuant to the Subdivision Map Act or other automatic extensions. This extension shall constitute three (3) years of the maximum six (6) years of discretionary extension(s) allowed under Government Code section 66452.6(e).
3. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.
4. The applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).

### Advisory Notes:

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

- A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.
- B. The project will require a grading permit pursuant to the Ordinance Code.
- C. Applicant shall comply with the requirements of Ironhouse Sanitary District.
- D. The applicant shall comply with the requirements of the Diablo Water District.
- E. Comply with the requirements of the East Contra Costa Fire Protection District.
- F. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.
- G. This project may be subject to the requirements of the Department of Fish and Wildlife. It is the applicant's responsibility to notify the Department of Fish and



Wildlife, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.

- H. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.
- I. The applicant shall obtain an encroachment permit for construction within existing City rights of way.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the May 24, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

ATTEST:

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

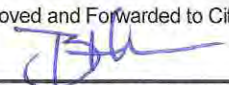
\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** May 24, 2016  
**To:** Bryan Montgomery, City Manager  
**From:** Joshua McMurray, Planning Manager

Approved and Forwarded to City Council:

  
Bryan Montgomery, City Manager

**SUBJECT:** **Hamman Minor Subdivision MS 16-977 (Tentative Parcel Map TPM 02-16) - A Request to subdivide 3.96-acre parcel into two lots with a remainder parcel located at 2540 Oakley Road APN: 037-080-021**

### SUMMARY

This is a public hearing on a request for approval of a Tentative Parcel Map (TPM 02-16) to subdivide 3.96-acre parcel into two lots with a remainder parcel. Parcel A will be 1.347-acres, Parcel B will be 1.842-acres and the Remainder Parcel will be .702-acres. No construction is proposed at this time. The legal non-conforming single-family residential dwelling will remain on a proposed remainder parcel. The site is located at 2540 Oakley Road and is designated as Light Industrial in the Oakley 2020 General Plan and zoned Light Industrial (LI) District.

Staff recommends the City Council adopt the resolution approving the Hamman Minor Subdivision MS 16-977 (Tentative Parcel Map TPM 02-16), as conditioned.

### BACKGROUND

#### General Plan and Zoning

The General Plan Land Use Designation for the project site is *Industrial* as depicted in the [Oakley 2020 General Plan](#) Figure 2-2 (Land Use Diagram). The site is zoned "LI" (Light Industrial) District. Applicable lot requirements for the LI District include a 7,500 square foot minimum lot size, 0.67 maximum base floor area ratio (FAR), 50% maximum lot coverage, and no applicable minimum lot width or lot depth.

#### Existing Conditions and Surrounding Uses

**Project Site:** The project site at 2540 Oakley Road is 3.96-acres and currently has one single-family home and several accessory structures.

**North:** A vineyard exists to the north on land designated and zoned for Light industrial uses.

**South:** Land designated and zoned for Single-Family Residential uses exist to the south of the project site, across Oakley Road.

**East:** A vineyard exists to the east on land designated and zoned for Light industrial uses.

**West:** Continente Nut exists to the west on land designated and zoned for Light industrial uses.

## **PROJECT DESCRIPTION**

### **Tentative Parcel Map**

The proposed tentative parcel map (MS 16-977) does not include plans for development at this time. The purpose of the project is to subdivide existing parcel into two lots, with a remainder lot, so that the two new lots can be sold and developed at some time in the future. If approved, the subdivision would result in two parcels; Parcel A at 58,668 square feet (1.347-acres), and Parcel B at 80,256 square feet (1.842-acres). The remainder parcel would be 30,599 square feet (0.702-acres).

The project site is accessed from Oakley Road and the applicant has proposed a 30 foot wide access easement (20 feet of pavement and 5' feet of landscaping on both sides) to provide access to the two new parcels and remainder parcel. The project has been conditioned to dedicate an 8 foot deep section of the project frontage and construct improvements to Oakley Road consisting of curb, gutter, sidewalk, landscaping and street lights.

## **ENVIRONMENTAL REVIEW**

The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15315 (Class 15 – Minor Land Divisions) of the State CEQA Guidelines. This project can be classified as Class 15 in that:

- The project is a division of land, in an urbanized area zoned for industrial use, into four or fewer parcels;
- The division is in conformance with the General Plan and zoning ordinance, and no variances or exceptions are required; and
- All services and access to the proposed parcels to local standards are available, and the parcel was not involved in a larger subdivision within the last two years.

## **REQUIRED FINDINGS**

The tentative parcel map was analyzed in relation to the required findings found in the City's subdivision ordinance (adopted County ordinance by reference), which generally state, "the City Council shall not approve a tentative map unless it finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the applicable

general plan required by law. When approving the tentative map for a minor subdivision, the advisory agency shall make findings as required concerning the fulfillment of construction requirements." The proposed parcels must also comply with the regulations set forth in the Light Industrial "LI" District.

### **ANALYSIS AND FINDINGS**

The main purpose of the subdivision is to subdivide the land in order to sell the two parcels being created. The proposed tentative parcel map represents a subdivision of land that is consistent with the applicable General Plan policies and guidelines in that it brings the project site into further conformance by allowing additional Light Industrial lots to be created that have future development potential.

From a zoning perspective, the lot sizes are consistent with the applicable LI District zoning regulations of 7,500 square foot minimum lot sizes. No development is proposed at this time. Any development on the future lots would require at a minimum a Design Review approval for the site development and building design.

### **FINDINGS**

Complete draft findings are included in the attached resolution.

### **RECOMMENDATION**

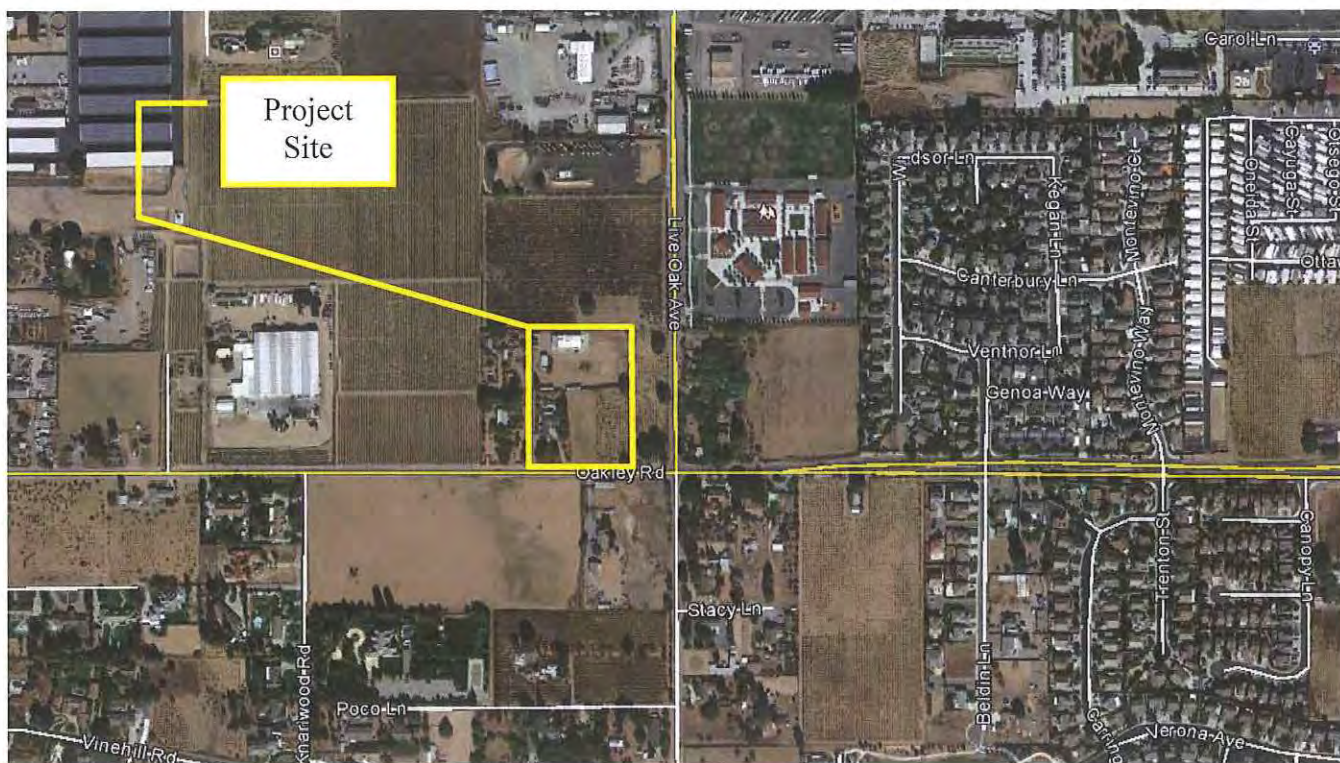
Staff recommends the City Council adopt the resolution approving the Hamman Minor Subdivision MS 16-977 (Tentative Parcel Map TPM 02-16), as conditioned.

### **ATTACHMENTS**

1. Vicinity Map
2. Public Hearing Notice
3. Applicant's Plans
4. Draft Resolution



Hamman Property Minor Subdivision MS 16-977  
Tentative Parcel Map TPM 02-16  
APN: 037-080-021





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

## NOTICE OF PUBLIC HEARING

Notice is hereby given that on **May 24, 2016** at 6:30 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a Public Hearing at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering an application for the **Hamman Minor Subdivision MS 16-977 (Tentative Parcel Map TPM 02-16)**.

**Project Name:** Hamman Minor Subdivision MS 16-977 (Tentative Parcel Map TPM 02-16).

**Project Location:** 2540 Oakley Road, Oakley, CA 94561. APN 037-080-021.

**Applicant:** Ken Alcock, Milani & Associates, 2520 Stanwell Drive, Suite 250, Concord, CA 94520

**Request:** This is a public hearing on a request for approval of a Tentative Parcel Map (TPM 02-16) to subdivide 3.96-acre parcel into two lots with a remainder parcel. Parcel A will be 1.347-acres, Parcel B will be 1.842-acres and the Remainder Parcel will be .702-acres. No construction is proposed at this time. The legal non-conforming single-family residential dwelling will remain on a proposed remainder parcel. The site is designated as Light Industrial in the Oakley 2020 General Plan and zoned Light Industrial (LI) District.

**CEQA:** The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15315 (Class 15 – Minor Land Divisions) of the State CEQA Guidelines.

The Staff Report and its attachments will be available for public review, on or after **May 19, 2016** at City Hall, 3231 Main Street, Oakley, CA 94561 or on the City's website [www.oakleyinfo.com/city-meetings/](http://www.oakleyinfo.com/city-meetings/).

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

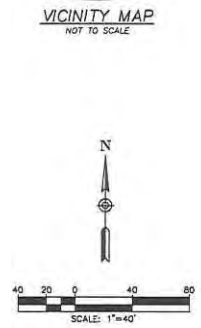
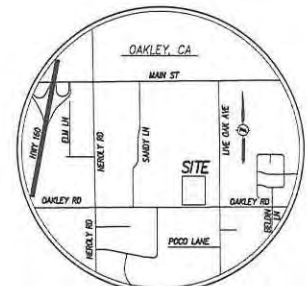
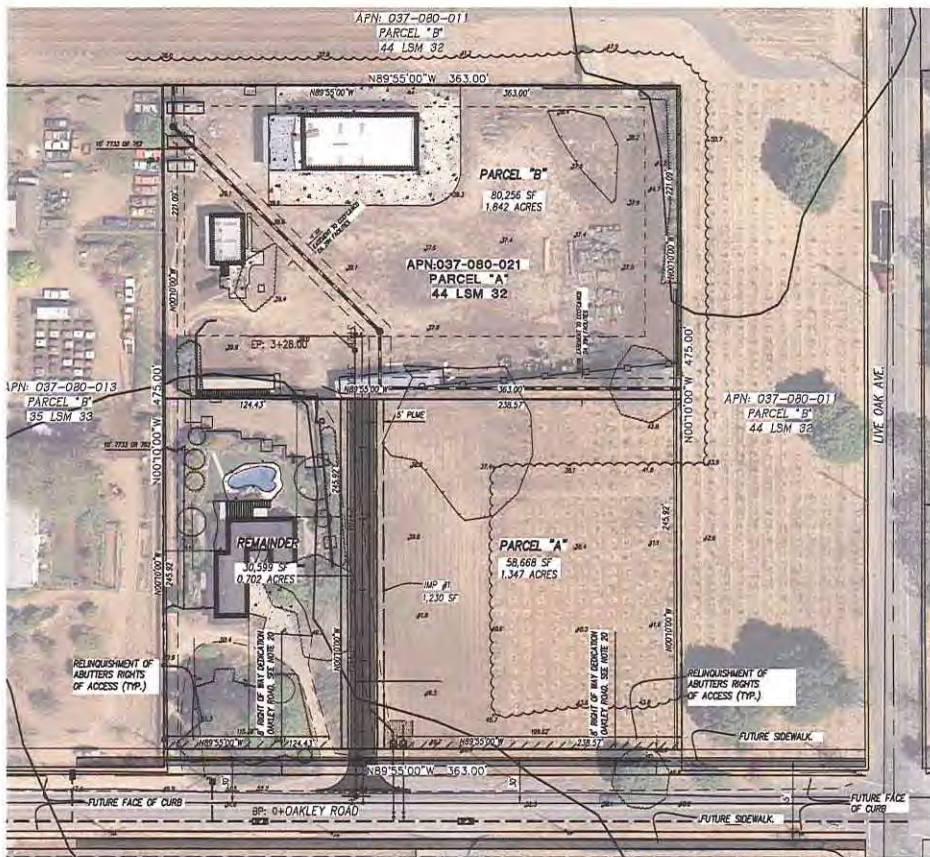
**NOTICE IS ALSO GIVEN** pursuant to Government Code Section 65009(b) that, if this matter is subsequently challenged in Court by you or others, you may be limited to raising only those issues you or someone else has raised at a Public Hearing described in this notice or in written correspondence delivered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



HAMMAN PROPERTY - TENTATIVE MAP

**GENERAL NOTES**

- OWNER/DEVELOPER  
SOKA HAMMAN  
2540 OAKLEY ROAD  
OAKLEY, CA 94561
- SOILS ENGINEER  
STEWING FERRONE & BAILEY  
1620 WILLOW PASS COURT  
CONCORD, CA 94520  
PHONE: (925) 684-1051  
ATTN: KENNETH FERRONE
- CIVIL ENGINEER  
MILANI & ASSOCIATES  
2520 STANWELL DRIVE, SUITE 250  
CONCORD, CA 94520  
PHONE: (925) 674-9082  
ATTN: KEVIN ALCOCK
- ADDRESS: 2540 OAKLEY ROAD, OAKLEY, CA 94561
- ASSESSOR PARCEL NUMBER: 037-080-021
- LEGAL DESCRIPTION: SEE PRELIMINARY TITLE REPORT FOR PROPERTY DESCRIPTION.
- TOTAL SITE ACREAGE: 3.96 AC. (172,427 SF)
- LOT SIZE:  
MIN-30,500 SF  
MAX-80,500 SF  
AVERAGE-55,500 SF  
AVERAGE(INCLUDING REMAINDER)-69,500 SF
- TOTAL NUMBER OF LOTS: 2 PARCELS WITH REMAINDER
- G.P. DESIGNATION - SH (SINGLE FAMILY, HIGH DENSITY-5.5 UNITS PER ACRE)
- EXISTING ZONING: U - LIGHT INDUSTRIAL
- PROPOSED ZONING: R-20 (MIN. LOT AREA=20,000 SF, MIN. FRONT YARD SET BACK=25 FT, MIN. REAR YARD SET BACK=15 FT, MIN. AGGREGATE WIDTH OF SIDE YARD=10 FT, MIN. ONE SIDE=13 FT)
- EXISTING USE: SINGLE FAMILY RESIDENTIAL, LIGHT INDUSTRIAL
- PROPOSED USE: SINGLE FAMILY RESIDENTIAL, LIGHT INDUSTRIAL
- FLOOD ZONE: "X" (OUTSIDE THE 100 AND 500 YEAR FLOODPLANS) (PANEL 0607060355A)
- UTILITIES & SERVICES:  
WATER: OAKLEY WATER DISTRICT  
SEWAGE: HOUSEHOLD SANITARY DISTRICT  
GAS & ELECTRIC: PACIFIC GAS & ELECTRIC  
TELEPHONE: AT&T  
POLICE: CITY OF OAKLEY  
DRAINAGE: CONTRA COSTA COUNTY FLOOD CONTROL & CONSERVATION DISTRICT (COCOFAC) - CA 29H
- NO NEW STREET NAMES ARE PROPOSED
- EXISTING SITE TOPOGRAPHY GENERATED FROM FIELD DATA GENERATED BY MILANI & ASSOCIATES IN NOVEMBER OF 2012.
- THE PROJECT IS WITHIN COCCOVED DRAINAGE ZONE 29H AND IS SUBJECT CURRENT 29H DRAINAGE FEES.
- ULTIMATE FRONTAGE IMPROVEMENTS WILL BE COVERED UNTIL DEEMED NECESSARY BY THE CITY ENGINEER. RETURN OF FRONTAGE IMPROVEMENTS WILL BE SUBJECT TO A RETURNED IMPROVEMENT AGREEMENT.



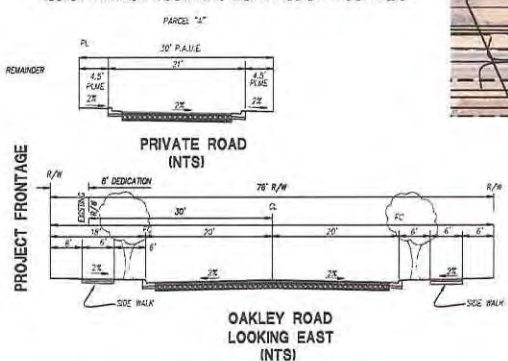
**SHEET INDEX**

SHEET 1 COVER SHEET & LEGEND  
 SHEET 2 EXISTING SITE CONDITIONS  
 SHEET 3 SITE PLAN  
 SHEET C-1 EXHIBIT

**CITY OF OAKLEY**  
 Planning Department

MAR 30 2016

RECEIVED



**SITE PLAN**  
SCALE: 1" = 40'

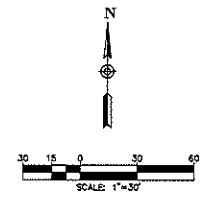
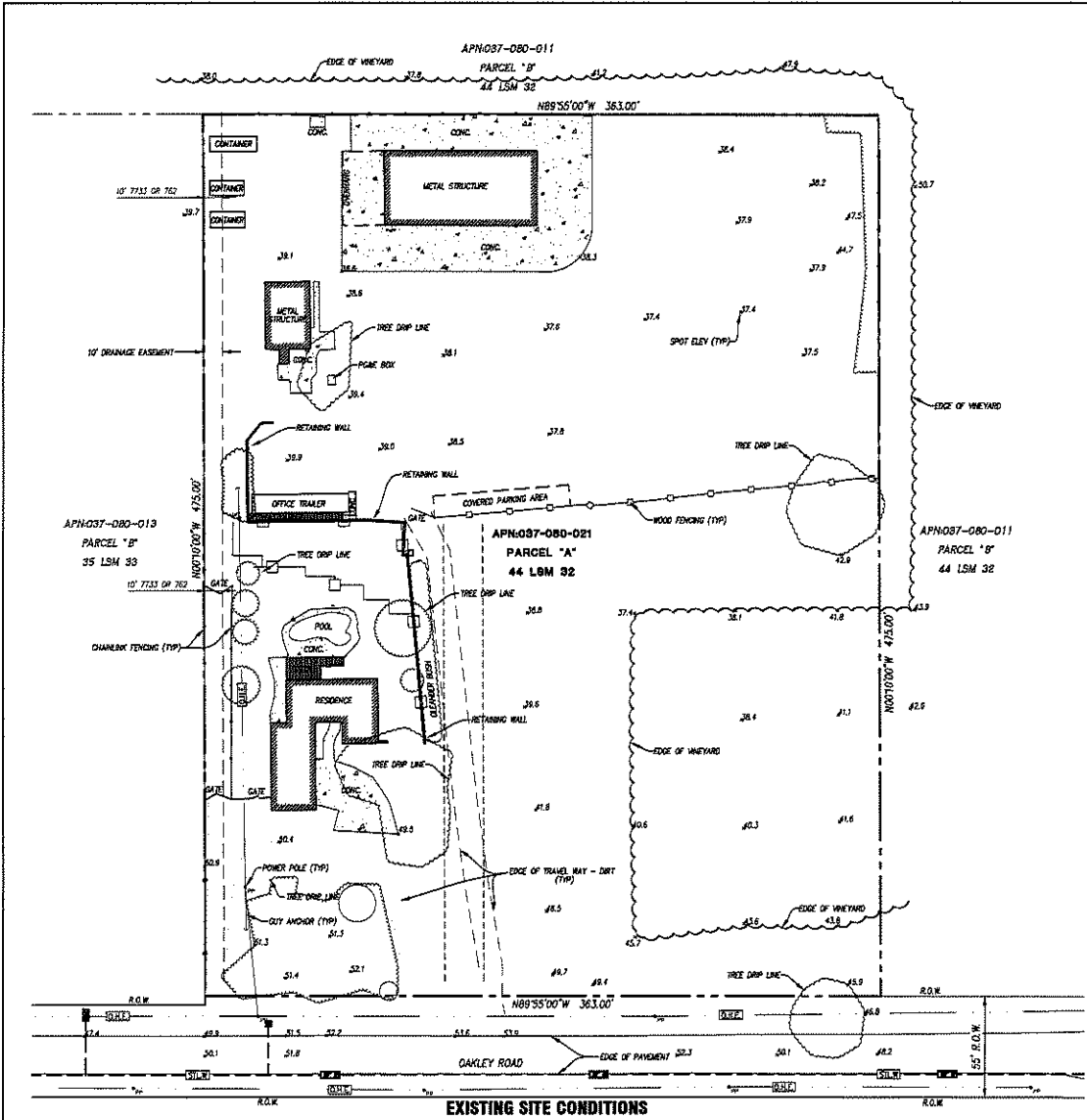
<b>EXISTING</b>	<b>PROPOSED</b>	<b>LEGEND AND ABBREVIATIONS:</b>
BOUNDARY LINE LOT LINE FACE OF CURB (FC) CENTERLINE (CL) PROPOSED UTILITY EASEMENT UTILITY EASEMENT CHAINLINK FENCE WOOD FENCE STORM DRAIN LINE SANITARY SEWER LINE WATER LINE OVERHEAD ELECTRIC LINES VEGETATION DRIP LINE MANHOLE WATER METER	BOUNDARY LINE LOT LINE FACE OF CURB (FC) CENTERLINE (CL) PROPOSED UTILITY EASEMENT UTILITY EASEMENT CHAINLINK FENCE WOOD FENCE STORM DRAIN LINE SANITARY SEWER LINE WATER LINE OVERHEAD ELECTRIC LINES VEGETATION DRIP LINE MANHOLE WATER METER	BFF BASEMENT FINISH FLOOR BSFL BUILDING SETBACK LINE EX EXISTING FC FACE OF CURB FF FINISH FLOOR FG FINISH GRADE ELEV FL FLOW LINE ELEV INV INVERT ELEVATION LF LINEAR FEET P PROPRIETY LINE RE REMAINDER PARCEL PAUE PRIVATE ACCESS & UTILITY EASEMENT ROW RIGHT-OF-WAY SSE STORM DRAIN EASEMENT SF SQUARE FEET SSE SANITARY SEWER EASEMENT TYP TYPICAL WLE WATER LINE EASEMENT DDF DIRECTIONAL DRAINAGE FLOW PLM PRIVATE LANDSCAPE AND MAINTENANCE EASEMENT EAVE EMERGENCY VEHICLE ACCESS EASEMENT C3 C-3 ELEMENT DOMINANT TENEMENT (PCL B AND REMAINDER) SERVIENT TENEMENT (PCL A)

**COVER SHEET**

Planning Surveying & Mapping Land Development Engineering Municipal Engineering Construction Staking Construction Management SWPPP Monitoring & Reporting		2520 Stanwell Drive, Suite 250 Concord, CA 94520 Phone: (925) 674-9082 Fax: (925) 674-9278 Web: www.milaniassociates.com	2540 OAKLEY ROAD CITY OF OAKLEY	MINOR SUBDIVISION 16 - 977 <b>HAMMAN PROPERTY</b> TENTATIVE MAP 02-16 CONTRA COSTA COUNTY	A.P.N. 037-080-021 CALIFORNIA	DESIGNED UNDER THE DIRECTION OF: MICHAEL S. MILANI P.L.C. No. 25121 REGISTRATION EXPIRES 8-30-17 P.L.C. No. 5111 REGISTRATION EXPIRES 12-31-17	DATE: 03/29/2016		NO.	REVISIONS	BY	APP	DATE	SHEET <b>1</b>
						DESIGN: KA DRAWN: MEM CHECKED: KA	JOB NO: 588 DATE: MARCH 2016 SCALE: AS SHOWN		OF <b>4</b>	SHEETS				

REVIEW COPY  
 SUBJECT TO REVISION  
 NOT FINAL  
 THIS NOTICE TO BE REMOVED UPON  
 COMPLETION OF MAP AND UPON  
 ADOPTED/CLERK APPROVAL BY MAP

C:\Users\msh\Documents\Projects\Hamman Property\Hamman Property Map\HAMMAN-16-977-16-02-16-03-29-16-06-09-55-AM-Milani.dwg



**LEGEND AND ABBREVIATIONS:**

- |     |                              |      |                       |     |                           |      |                                   |
|-----|------------------------------|------|-----------------------|-----|---------------------------|------|-----------------------------------|
| --- | BOUNDARY LINE                | BFF  | BASEMENT FINISH FLOOR | PAE | PRIVATE ACCESS EASEMENT   | EVAE | EMERGENCY VEHICLE ACCESS EASEMENT |
| --- | LOT LINE                     | BSR  | BUILDING SETBACK LINE | RFW | ROOF-OF-BAY               | EAES | EASEMENT                          |
| --- | FACE OF CURB (FC)            | EX   | EXISTING              | SE  | SEWER EASEMENT            | CS   | C.S. EASEMENT                     |
| --- | CENTERLINE (CL)              | FC   | FACE OF CURB          | SF  | SQUARE FEET               |      |                                   |
| --- | PROPOSED UTILITY EASEMENT    | FF   | FRESH FLOOR           | SSE | SANITARY SEWER EASEMENT   |      |                                   |
| --- | EXISTING UTILITY EASEMENT    | FG   | FRESH GRADE ELEV.     | TGC | TOP OF GRATE              |      |                                   |
| --- | EXISTING CHAINLINK FENCE     | FL   | FLOW LINE ELEV.       | TYP | TYPICAL                   |      |                                   |
| --- | EXISTING WOOD FENCE          | INV. | INVERT ELEVATION      | WLE | WATER LINE EASEMENT       |      |                                   |
| --- | EXISTING STORM DRAIN LINE    | LF   | LINEAR FEET           |     | DIRECTIONAL DRAINAGE FLOW |      |                                   |
| --- | EXISTING SANITARY SEWER LINE | P    | PROPERTY LINE         |     |                           |      |                                   |
| --- | EXISTING WATER LINE          |      |                       |     |                           |      |                                   |
| --- | OVERHEAD ELECTRIC LINES      |      |                       |     |                           |      |                                   |
| --- | VEGETATION DRIP LINE         |      |                       |     |                           |      |                                   |

**EXISTING SITE CONDITIONS**

**REVIEW COPY  
SUBJECT TO REVISION  
NOT FINAL**

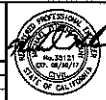
Planning  
Surveying & Mapping  
Land Development Engineering  
Municipal Engineering  
Construction Staking  
Construction Management  
CIVPPP Monitoring & Reporting



2520 Starwell Drive, Suite 250  
Concord, CA 94520  
Phone: (925) 874-9022  
Fax: (925) 874-9279  
Web: www.milaniasociates.com

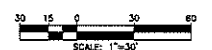
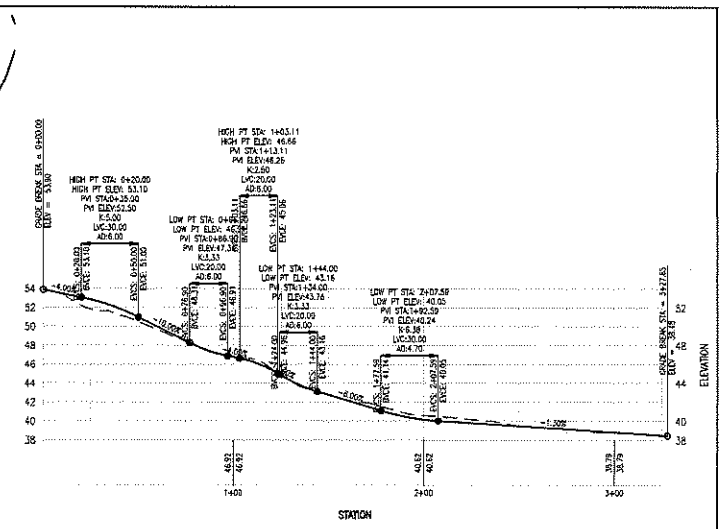
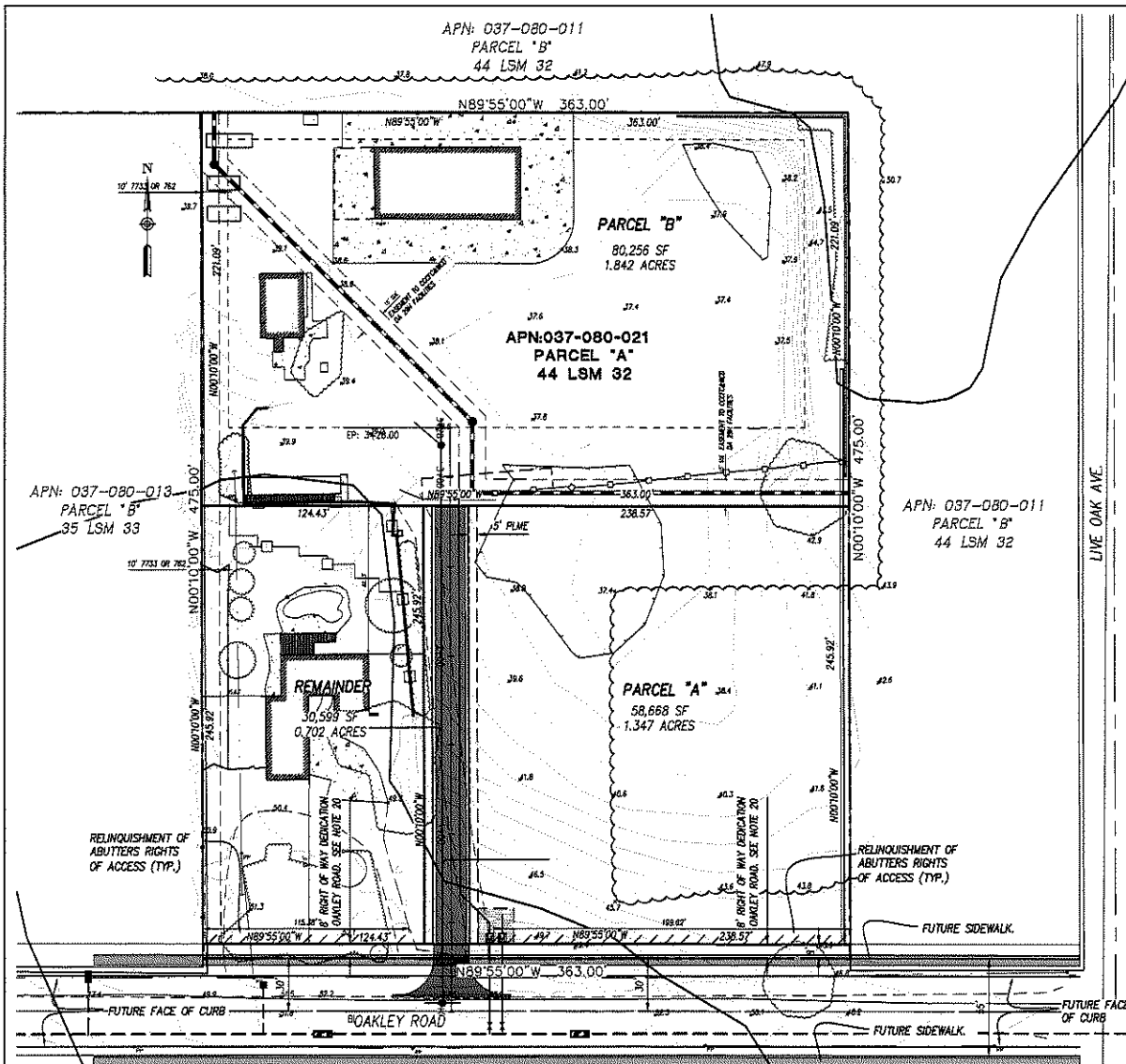
2540 OAKLEY ROAD  
MINOR SUBDIVISION 16 - 977  
A.P.M. 037-080-021  
**HAMMAN PROPERTY  
TENTATIVE MAP 02-16**  
CITY OF OAKLEY  
CONTRA COSTA COUNTY  
CALIFORNIA

DESIGNED UNDER THE DIRECTION OF: 03/22/2016  
MICHAEL S. MELANI  
DATE  
A.C.E. No. 30723 REGISTRATION EXPIRES 3-31-17  
DESIGN: KA  
JOB NO. 999  
DRAWN: MEM  
DATE: MARCH 2016  
CHECKED: KA  
SCALE: AS-SHOWN



NO.	REVISIONS	BY	APP	DATE	SHEET
					2
					4

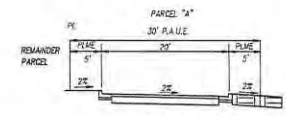
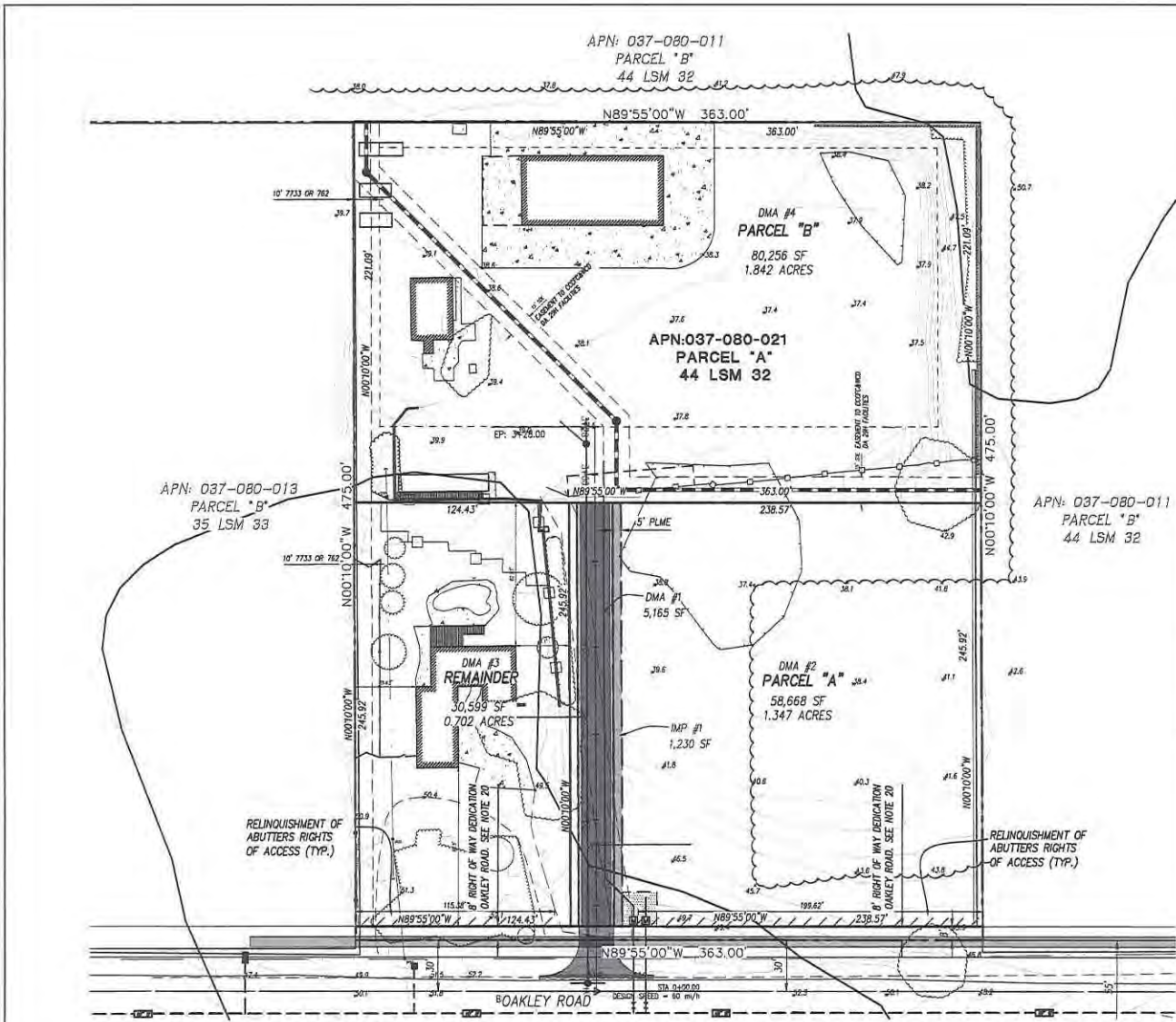




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NOT FINAL

SEE NOTES TO BE REVIEWED UNDER  
COMPLETION OF MAP AND UNDER  
ADDITIONAL APPROVAL OF MAP

Planning Surveying & Mapping Land Development Engineering Municipal Engineering Construction Staking Construction Management Survey Monitoring & Reporting   <b>MILANI</b> 2520 Stewart Drive, Suite 250 Concord, CA 94520 Phone: (925) 874-3082 Fax: (925) 874-9278 Web: www.milaniasociates.com	<b>2540 OAKLEY ROAD</b> MINOR SUBDIVISION 16 - 977 <b>A.P.N. 037-080-021</b>		DESIGNED UNDER THE DIRECTION OF: MICHAEL E. MILANI P.L.S. & NO. 39127 REGISTRATION EXPIRES 3-31-17 P.L.S. & NO. 39127 REGISTRATION EXPIRES 12-31-17	03/29/2016 DATE	NO. REVISIONS BY APP. DATE	SHEET <b>3</b> OF <b>4</b> SHEETS
	<b>HAMMAN PROPERTY</b> <b>TENTATIVE MAP 02-16</b> CITY OF OAKLEY      CONTRA COSTA COUNTY      CALIFORNIA			DESIGNER: KA      JOB NO: 589 DRAWN: MEM      DATE: MARCH 2016 CHECKED: KA      SCALE: AS SHOWN		



PRIVATE DRIVE  
INTERIM C.3 COMPLIANCE

**C.3 COMPLIANCE NOTES:**  
THE INTERIM ACCESS DRIVEWAY TO PARCEL "B" WILL DRAIN TO PARCEL "A" THROUGH CURB CUTS SET TWENTY-FIVE FEET ON CENTER. THE PROPOSED 5' PLME WILL BE CONSTRUCTED AS A LID TREATMENT FACILITY SERVING THE PRIVATE DRIVEWAY THROUGH PARCEL "A" WHEN PARCEL "A" DEVELOPS IN THE FUTURE.

Project Name: Job No. 589 - Hamman - 2540 Oakley Road  
 Project Type: Treatment Only  
 APN: 037-080-021  
 Drainage Area: 172,427  
 Mean Annual Precipitation: 12.6

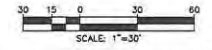
**Self-Treating DMAs**

DMA Name	Area (sq ft)
DMA #1	5,165
DMA #2	58,668
DMA #3	30,589

**IV. Areas Draining to IMPs**  
 IMP Name: IMP1  
 IMP Type: Stormwater Facility  
 Soil Group: BSM1

DMA Name	Area (sq ft)	Post Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor	IMP Sizing Factor	Rain Adjustment Factor	Minimum Area or Volume	Proposed Area or Volume
DMA #1	5,165	Concrete	0.50	2,582.5	1.00	1.00	2,582.5	2,582.5
DMA #2	58,668	Grass	0.25	14,667	1.00	1.00	14,667	14,667
DMA #3	30,589	Grass	0.25	7,647.25	1.00	1.00	7,647.25	7,647.25
<b>Total</b>	<b>94,422</b>			<b>24,896.75</b>			<b>24,896.75</b>	<b>24,896.75</b>

Restat presentation on 04/20/15 12:00:00 AM by the Contra Costa Clean Water Program IMP Sizing Tool website (version 1.3.1.0)



**REVIEW COPY**  
 SUBJECT TO REVISION  
 NOT FINAL  
 THIS MAP IS TO BE REVISION UPON COMPLETION OF MAP AND UPON AGENCY/CLIENT APPROVAL OF MAP

**C.3 EXHIBIT**  
 MINOR SUBDIVISION 16 - 977  
 A.P.N. 037-080-021

DESIGNED UNDER THE DIRECTION OF: 03/29/2016  
 DATE

MICHAEL E. MILANI  
 P.L.C. NO. 25121 REGISTRATION EXPIRES 9-30-17  
 P.L.C. NO. 2511 REGISTRATION EXPIRES 12-31-17

DESIGNAL: KA  
 JOB NO: 589  
 DRAWN: MEM  
 DATE: MARCH 2016  
 CHECKED: KA  
 SCALE: AS SHOWN

2540 OAKLEY ROAD  
 CITY OF OAKLEY  
 CONTRA COSTA COUNTY  
 CALIFORNIA

2520 Stonewall Drive, Suite 250  
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**MILANI & Associates**

Planning  
 Surveying & Mapping  
 Land Development Engineering  
 Municipal Engineering  
 Construction Staking  
 Construction Management  
 SWPPP Monitoring & Reporting

NO.	REVISIONS	BY	APP.	DATE	SHEET
					4
					4

OF SHEETS

## RESOLUTION NO. XX-16

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS  
AND APPROVING A TENTATIVE PARCEL MAP FOR "HAMMAN MINOR  
SUBDIVISION MS 16-977 (TPM 02-16)" LOCATED AT 2540 OAKLEY ROAD  
APN 037-080-021**

**FINDINGS**

**WHEREAS**, on February 2, 2016, Milani and Associates ("Applicant") filed an application requesting approval of a Tentative Parcel Map (TPM 02-16) to subdivide a 3.96-acre parcel into two lots with a remainder parcel. Parcel A will be 1.347-acres, Parcel B will be 1.842-acres and the Remainder Parcel will be .702-acres. The legal non-conforming single-family residential dwelling will remain on a proposed remainder parcel. The site is located at 2540 Oakley Road and zoned "LI" (Light Industrial) District. APN 037-080-021; and

**WHEREAS**, on April 25, 2016 the project application was deemed complete per Government Code section 65920 et. seq; and

**WHEREAS**, the project site is designated "Light Industrial" on the Oakley 2020 General Plan Land Use Map, and zoned LI (Light Industrial) District; and

**WHEREAS**, the project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15315 (Class 15 – Minor Land Divisions); and

**WHEREAS**, on or prior to May 13, 2016, the Notice of Public Hearing for the project was posted in the Contra Costa Times, at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 500-foot radius of the subject property's boundaries, to outside agencies, and to parties requesting such notice; and

**WHEREAS**, on May 24, 2016, the City Council held a public hearing and received a report from City Staff, oral and written testimony from the applicant and public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

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

**WHEREAS**, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, and the information submitted to the City Council at its May 24, 2016 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereafter the "Record").

**NOW, THEREFORE, BE IT RESOLVED THAT**, on the basis of the above Findings and the entire Record, the City Council makes the following additional findings in support of the recommended approvals:

- A. Regarding the application requesting approval of a Tentative Parcel Map for the project titled, "Hamman Minor Subdivision MS 16-977 (TPM 02-16)", the City Council finds that:
1. The proposed tentative parcel map represents a subdivision of land that is consistent with the applicable General Plan policies and guidelines in that the subdivision will bring the existing legal non-conforming property into a conforming state. The subdivision will provide for two new lots that would allow for development consistent with the Light Industrial zoning. From a zoning perspective, the lot sizes are consistent with the applicable LI District zoning regulations of 7,500 square foot minimum lot sizes; and
  2. The subdivision requires that the project frontage be dedicated and improved with road widening, curb, gutter and sidewalk.
- B. The Project complies with Measure J Growth Management requirements.

**BE IT FURTHER RESOLVED THAT**, on the basis of the above Findings and the Record, the City Council approves the applicant's request for approval of a Tentative Parcel Map for "Hamman Minor Subdivision MS 16-977 (TPM 02-16)", subject to the following conditions:

Applicant shall comply with the requirements of the Oakley Municipal Code, unless otherwise stipulated in this resolution. Conditions of Approval are based on the plans received by the Planning Division and made a part of the City Council's meeting packet for the May 24, 2016 City Council meeting.

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

*Planning Division Conditions*

**General:**

1. This Tentative Parcel Map is approved, as shown on the revised plans date stamped by the Planning Division on March 30, 2016, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. This approval shall be effectuated within a period of three (3) years from the effective date of this resolution by the recording of a Parcel Map and if not effectuated shall expire on May 24, 2019. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Municipal Code and Subdivision Map Act.
3. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council on May 24, 2016, and as conditioned herein.
4. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.
5. There shall be no construction associated with this Tentative Parcel Map. The applicant has stated that the Final Parcel Map will only result in the division of land, and no development related improvements to the site.
6. The applicant shall defend, indemnify, and hold harmless the city or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the city, its boards, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of the project. The city shall promptly notify the applicant of any such claim, action or proceeding. The city shall have the option of coordinating the defense. Nothing contained in this condition shall prohibit the city from participating in a defense of any claim, action, or proceeding if the city bears its own attorney's fees and costs, and the city defends the action in good faith.

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

**THE FOLLOWING PUBLIC WORKS AND ENGINEERING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE APPROVAL OF A FINAL PARCEL MAP UNLESS OTHERWISE NOTED:**

7. Submit improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and pay the appropriate processing costs in accordance with the Municipal Code and these conditions of approval. The plans shall be consistent with the Stormwater Control Plan for the project, include the drawings and specifications necessary to implement the required stormwater control measures, and be accompanied by a Construction Plan C.3 Checklist as described in the Stormwater C.3 Guidebook.

8. Submit a final map prepared by a licensed land surveyor or qualified registered civil engineer to the City Engineer and pay appropriate fees in accordance with the Code and these conditions of approval.
9. Submit grading plans including erosion control measures and revegetation plans prepared by a registered civil engineer to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.
10. Submit landscaping plans for publicly maintained landscaping, including planting and irrigation details, as prepared by a licensed landscape architect to the City Engineer for review and pay appropriate processing costs in accordance with the Code and these conditions of approval.
11. Execute any agreements required by the Stormwater Control Plan which pertain to the transfer of ownership and/or long term maintenance of stormwater treatment mechanisms required by the plan prior to the final inspection of the first house within the subdivision.
12. Building permits for house construction shall not be issued until the shared driveway serving the lots has been paved.

**Roadway Improvements:**

13. Construct the frontage of Oakley Road to City public road standards for a 40-foot wide roadway within a 76-foot right of way, including curb, six-foot detached sidewalk (parallel to the curb face and offset from the face of curb by six feet), right of way landscaping, necessary longitudinal and transverse drainage, pavement widening to a minimum of 28 feet, and conforms to existing improvements. The face of curb shall be located 20 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project.
14. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.

**Road Alignment/Sight Distance:**

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

**Road Dedications:**

16. Convey to the City, by offer of dedication, the right of way for Oakley Road for the planned future half width of 38-feet along the project frontage.
17. Relinquish abutter's rights of access along the Oakley Road frontage to the satisfaction of the City Engineer.
18. Furnish necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road, utility and drainage improvements.

**Street Lights:**

19. Install streetlights along the project Oakley Road frontage. The City Engineer shall determine the final number and location of the lights, and the lights shall be on an LS2-A rate service. The lights along Oakley Road shall be General Electric spun aluminum "cobra head" style with LEDs.

**Grading:**

20. Submit a geotechnical report to the City Engineer for review that substantiates the design features incorporated into the subdivision including, but not limited to grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections.
21. At least one week prior to commencement of grading, the applicant shall post the site and mail to the owners of property within 300 feet of the exterior boundary of the project site notice that construction work will commence. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be kept current at all times and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility. The names of the individual responsible for noise and litter control shall be expressly identified in the notice. The notice shall be reissued with each phase of major grading activity. A copy of the notice shall be concurrently transmitted to the City Engineer. The notice shall be accompanied by a list of the names and addresses of the property owners noticed, and a map identifying the area noticed.
22. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer.
23. Grade all pads so that they drain directly to the public street at a minimum of one percent without the use of private drainage systems through rear and side yards.
24. Grade any slopes with a vertical height of four feet or more at a slope of 3 to

1. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's building code.
25. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.
26. Submit a haul route plan to the City Engineer for review and approval prior to importing or exporting any material from the site. The plan shall include the location of the borrow or fill area, the proposed haul routes, the estimated number and frequency of trips, and the proposed schedule of hauling. Based on this plan the City Engineer shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking activities may have. The project proponents shall be responsible to repair to their pre-construction condition any roads along the utilized routes.
27. Prior to commencement of any site work that will result in a land disturbance of one acre or more, the applicant shall provide evidence to the City Engineer that the requirements for obtaining a State General Construction Permit have been met. Such evidence may be a copy of the Notice of Intent letter sent by the State Water Resources Control Board. The WDID Number shall be shown on the grading plan prior to approval by the City Engineer.
28. Submit an updated erosion control plan reflecting current site conditions to the City Engineer for review and approval no later than September 1st of every year while the Notice of Intent is active.
29. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.
30. The burying of any construction debris is prohibited on construction sites.

**Utilities/Undergrounding:**

31. Underground all new and existing utility distribution facilities, including those along the frontage of Oakley Road. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.
32. All utility boxes shall be installed underground and all wires and cables must be installed in conduits. Compliance with this condition shall be at the discretion of the City Engineer.



33. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

**Drainage Improvements:**

34. Collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse consistent with the plans for Drainage Area 29H as prepared by the Contra Costa County Flood Control and Water Conservation District.
35. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system and stormwater pond to the City Engineer for review and approval.
36. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.
37. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
38. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

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

39. Install public right of way landscaping along Oakley Road prior to the issuance of the first building.
40. Maintain all landscaping within the public right of way until such time that the adjacent roadway improvements have been accepted for maintenance.

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

41. Comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, the Regional Water Quality Control Board (Central Valley - Region IV), including the Stormwater C.3 requirements as detailed in the Guidebook available at [www.cccleanwater.org](http://www.cccleanwater.org).

Compliance shall include developing long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long-term BMP's in accordance with the Contra Costa Clean Water Program for the site's storm

water drainage:

- Offer pavers for household driveways and/or walkways as an option to buyers.
- Minimize the amount of directly connected impervious surface area.
- Delineate all storm drains with "No Dumping, Drains to the Delta" permanent metal markers per City standards.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program to buyers.
- Other alternatives as approved by the City Engineer.

**Fees/Assessments:**

42. Comply with the requirements of the development impact fees listed below, in addition to those noticed by the City Council in Resolution 85-00 and 08-03. The applicant shall pay the fees in the amounts in effect at the time each building permit is issued.
  - a. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);
  - b. Regional Transportation Development Impact Mitigation Fee or any future alternative regional fee adopted by the City (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);
  - c. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
  - d. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);
  - e. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);
  - f. Fire Facilities Impact Fee, collected by the City (adopted by Resolution No. 09-01);
  - g. General Plan Fee (adopted by Resolution No. 53-03)
  - h. East Contra Costa County Habitat Conservation Plan Fee (adopted by Resolution No. 112-07 & 124-07)

The applicant should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future

developments.

43. The applicant shall be responsible for paying the County Recorder's fee for the Notice of Determination as well as the State Department of Fish and Game's filing fee.
44. Either a) Annex the property to the City of Oakley's Community Facilities District No. 2015-2 (CFD No. 2015-2) which provides a funding mechanism to mitigate the Development's fiscal impact associated with the City's regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities, or b) establish a separate funding mechanism acceptable to the City of Oakley to mitigate the Development's fiscal impact associated with the City's regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities. If the applicant elects to annex into CFD No. 2015-2, the applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of the annexation shall be paid by applicant in advance. The CFD's annual special tax rates per parcel will be set at the time of annexation. The annexation shall be completed prior to filing of the final parcel map.
45. Participate in the provision of funding to maintain police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to filing of the final map. Should the homes be occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rata share for the remainder of the tax year prior to the City conducting a final inspection.
46. Applicant shall comply with the drainage fee requirements for Drainage Area 29H as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of final map approval. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which they might be eligible. Any credit or reimbursements shall be determined prior to filing the final map or as approved by the Flood Control District.

## **ADVISORY NOTES**

THE FOLLOWING ADVISORY NOTES ARE PROVIDED TO THE APPLICANT AS A COURTESY BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE REQUIREMENTS THAT MUST BE

MET IN ORDER TO PROCEED WITH DEVELOPMENT.

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

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> day of May, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

\_\_\_\_\_  
Date

ATTEST:

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


\_\_\_\_\_  
Date



## STAFF REPORT

**Date:** May 24, 2015  
**To:** Bryan Montgomery, City Manager  
**From:** Joshua McMurray, Planning Manager

Approved and Forwarded to City Council:

  
Bryan Montgomery, City Manager

**SUBJECT:** Request for Design Review (DR15-16) for the Construction of a New 2-Story Mixed-Use Building and a Variance (VA 01-16) for a Reduction in Parking Standards on a 1.68-Acre Site Located on the North Side of Main Street Between 2<sup>nd</sup> Street and 5<sup>th</sup> Street (APN'S: 035-122-008 and 035-164-002)

### Summary

The applicant is requesting Design Review (DR 15-16) approval for a new two-story, mixed use project. The project consists of a 1st floor retail and 2nd floor office building totaling 40,001 square feet, a 54 parking space parking lot and landscaping. The Variance (VA 01-16) has been requested for a reduction in the number of parking spaces required for the project. This project is associated with the approved Main Street Improvement and Development Agreement (DA 02-15). The 1.68-acre project site is designated Commercial Downtown in the Oakley 2020 General Plan and zoned Downtown Specific Plan (SP-4). The project is located along the North side of Main Street between 2nd Street and 5th Street (APN: 035-122-008 and 035-164-002).

Staff recommends the City Council adopt the Resolution approving Design Review (DR15-16) for the construction of a new 2-story mixed-use building and a Variance (VA 01-16) for a reduction in parking standards on a 1.68-acre site located along the north side of Main Street between 2nd Street and 5th Street (APN: 035-122-008 and 035-164-002), as conditioned.

### Background

On December 8, 2015, the City Council approved a Development Agreement with Nature Properties. The Development Agreement outlined the following: 1) the City would be responsible for the design and construction of the frontage improvements (curb, gutter, sidewalk and landscaping) on the north side of Main Street, from 2nd Street to 5th Street; and 2) the property owners will be responsible for constructing the first phase of their project to consist of at least a 20,500 square foot mixed-use building with onsite parking and landscaping. The City is currently progressing with the Main Street Realignment Project and this Design Review application is consistent with the terms of the Development Agreement.



On March 25, 2016, the applicant submitted an application for Design Review (DR 15-16) and Variance (VA 01-16). On April 25, 2016 the application was deemed complete and scheduled for a public hearing. The review and analysis of this Review application for the proposed project has been based upon the Oakley 2020 General Plan, the Downtown Specific Plan, the applicable development standards of the Zoning Ordinance and the Commercial Design Guidelines.

### **General Plan/Zoning Compliance**

The site is designated Commercial Downtown in the Oakley 2020 General Plan, and classified as SP-4 ([Downtown Specific Plan](#)) District on the City of Oakley Zoning Map. The SP-4 is further divided into three subareas, and the subject site is located within both the "Downtown Core" and "Downtown Support" areas. The Downtown Specific Plan (DSP) identifies this property as one of the Key Opportunity Sites. Page 16 of the DSP provides guidance in this area and directs the City to work with Developers and Property Owners to develop key opportunity sites, consistent with the community's vision. As discussed in the analysis below, the project as proposed meets the spirit and intent of the DSP and is consistent with the community's vision as outlined in the DSP.

### **Project Description**

The project consists of a 1st floor retail and 2nd floor office building totaling 40,001 square feet; a 54 parking space parking lot and landscaping. The property is approximately 1.68-acres in size, consisting of two parcels. The site is currently undeveloped, relatively flat and of a rectangular shape. The project will be developed in 2 phases, with each phase constructing approximately 20,000 square feet of building area and associate improvements. The first phase will construct the west portion of the building, the western parking lot and site improvements.

The project consists of the following two entitlements:

#### **Design Review**

The Design Review Ordinance has different levels of Design Review procedures for review and approval of a Design Review Permit. Oakley Municipal Code (OMC) section [9.1.1604\(c\)\(2\)\(i\)](#) requires that any new commercial structure be heard and approved by the Planning Commission<sup>1</sup>. The proposed new building and site development fit the criteria above and require Design Review.

#### **Variance**

An application for a variance permit is an application to modify zoning regulations as they pertain to lot area, lot building coverage, average lot width, lot depth, side yard, rear yard, setback, auto parking space, building or structure height, or any other regulation pertaining to the size, dimension, shape or design of a lot, parcel, building or structure, or the placement of a building or structure on a lot or parcel. The OMC further requires that the following three [findings](#) be made when approving a Variance:

---

<sup>1</sup> City Council acts as the Planning Commission per Ordinance No. 06-09

1. That any variance authorized shall not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and the respective land use district in which the subject property is located;
2. That because of special circumstances applicable to the subject property because of its size, shape, topography, location or surroundings, the strict application of the respective zoning regulations is found to deprive the subject property of rights enjoyed by other properties in the vicinity and within the identical land use district;
3. That any variance authorized shall substantially meet the intent and purpose of the respective land use district in which the subject property is located.

## **Analysis**

### **Land Use Compatibility**

The project site consists of a two parcels that form a mostly rectangular site that is approximately 1.68-acres. The properties are within the Downtown Specific Plan. The western parcel is within the both the "Downtown Core" and "Downtown Support" areas. The eastern parcel is within the "Downtown Support" area. The property is bordered by the BNSF Railroad to the north, Main Street to the South and properties that are both designated Commercial Downtown and zoned Downtown Specific Plan to the east and west. The property to the east is currently developed with structures housing animal feed/supply and automotive repair uses, while the property to the west is currently undeveloped but is the site of a potential kiss and ride area part of a larger train platform/park and ride project that is currently being studied.

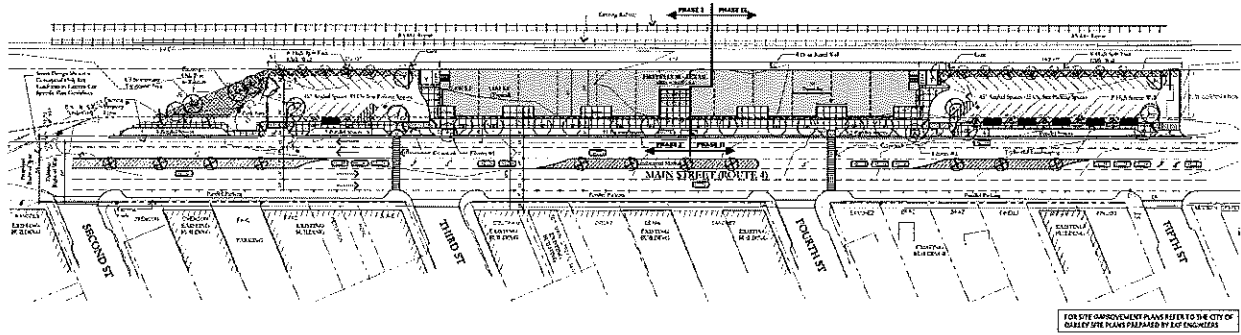
This property is one of the longest, undeveloped stretches of Main Street within the Downtown and the development of a quality, mixed-use project would have several benefits to the community. The first benefit would be the overall aesthetics of Main Street when entering the Downtown from the east. This new building, along with the frontage improvements, will provide a brand new, high-quality "front door" to the Downtown. The new building will also provide new, quality commercial tenant and office spaces that do not exist today. With that said, the new businesses will bring new jobs and vitality to an area of the Downtown that is less busy than the recently redeveloped Oakley Plaza and areas of Main Street just to the east. Lastly, the project would generate property and sales tax revenue for the City.

### **Circulation/Parking**

The proposed project will be accessed off Main Street. The project is proposing to construct a total of 54 parking spaces on the site and utilizing a total of 23 on-street parking spaces. That brings the total to 77 parking spaces at full build out. The project takes access off of Main Street and proposes two parking lots on the west and east ends of the project site at final build out. The two parking lot entrances align with 3<sup>rd</sup> Street and 5<sup>th</sup> Street, which are



south of the project. Both entrances would allow for a right in heading west on Main Street and a left in heading east on Main Street. The exits at both parking lots would be exclusively right out. The image below shows the proposed layout of the project site.



As stated above, the project includes a Variance to reduce the parking requirement of the project to what is proposed. The project is proposed to be constructed in two phases. The first phase of the project would construct the western half of the project, including the 19 space parking lot. The project would also utilize the 23 on-street parking spaces, bringing the total number of spaces proposed to 42 for the first phase and with the construction of the 35 space parking lot with the second phase, the project, at build-out, will provide a total of 77 parking spaces. As the project is currently configured, both phases would require a total of 125 parking spaces. The analysis below is what Staff used to draft the findings in the attached Resolution to justify the Variance request.

The Downtown Specific Plan provides further guidance and allows the City discretion on how lessen parking standards in the downtown. This project is a catalyst to the eastern part of the City's downtown and at this point there is not a parking issue in this area of the downtown. The City has constructed a 24 space parking lot across the street to support and supplement the existing on-street parking for businesses in the area. This parking lot would be available for the proposed project. The applicant has made every attempt to provide as many parking spaces on site and along the property frontage to support the new building while also developing enough of the property to make the project financially feasible.

The existing lot is less than 80 feet deep and has over 1,050 feet of frontage along Main Street. Although the lot is 1.68-acres, the existing narrow lot depth coupled with the frontage dedication for the Main Street improvements constrain the buildable area. New construction on the two parcels would still need to be consistent with the development regulations of the DSP, and there is adequate lot area to achieve this. In addition, the project has taken into account several design elements that align with the spirit and intent of the DSP in that they have proposed a project designed with a pedestrian scale in mind, aligned the driveway entrances with existing cross streets to the South, proposed to maximize the development along the frontage of the building which adds to that pedestrian-friendly, street-front character that the DSP requires and lastly preserving an old Oak Tree on the property

where they could potentially fit more parking. For all of these reasons, Staff is in support of the Variance request.

### Building/Site Design

The proposed building uses a variety of colors and architectural design elements to provide for an aesthetically pleasing design. The architect for the project describes the overall look as a “village” theme as the project has been designed to incorporate different facades along the frontage. The façades use relief and articulation both along the façade and the roof line to further the theme of the project. Multiple awnings and window/storefront designs add to the overall look. The applicant has provided a color and material boards which has been attached to this report for reference. A rendering of the South (view of building from Main Street), elevation for the project are provided below.



The remaining site improvements include site landscaping, the parking lot, pedestrian access sidewalks, and trash enclosures. There are several conditions placed within the resolution that require further information to be submitted like detailed landscape plans, and information about the trash enclosures and other site improvements prior to them being constructed. The building and site improvements have been reviewed and they do comply with both the development regulations and the spirit and intent of the Commercial Design Guidelines.

The applicant has not identified any tenants for the future building. There continues to be interest by prospective tenants in the downtown and Staff has committed to working with the applicant to find tenants for the new retail and office space.

### Environmental Review

This project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 – In-Fill Development Projects. No further environmental review is required for this project.

### Findings

Draft findings are included in the attached resolution. These findings address both the Design Review and Variance applications.

**Recommendation**

Staff recommends the City Council adopt the Resolution approving Design Review (DR15-16) for the construction of a new 2-story mixed-use building and a Variance (VA 01-16) for a reduction in parking standards on a 1.68-acre site located along the north side of Main Street between 2nd Street and 5th Street (APN: 035-122-008 and 035-164-002), as conditioned.

**Attachments**

1. Vicinity Map
2. Public Hearing Notice
3. Plan Set
4. Color Board
5. Proposed Resolution



Nature Properties, LLC.  
Design Review (DR 15-16) and Variance (VA 01-16)  
Vicinity Map  
North side of Main Street between 2<sup>nd</sup> Street and 5<sup>th</sup> Street  
(APN's: 035-122-008 and 035-164-002)





# OAKLEY



CALIFORNIA

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

## NOTICE OF PUBLIC HEARING

Notice is hereby given that on **May 24, 2016** at 6:30 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Oakley will hold a Public Hearing at the Council Chambers located at 3231 Main Street, Oakley, CA 94561 for the purposes of considering an application for the **Downtown Oakley Commercial Mixed Use Design Review (DR 15-16) and Variance (VA 01-16)**.

**Project Name:** Downtown Oakley Commercial Mixed Use Design Review (DR 15-16) and Variance (VA 01-16)

**Project Location:** North side of Main Street between 2nd Street and 5th Street. APN 035-122-008 and 035-164-002.

**Applicant:** Nature Properties, LLC., Attn: Sean Fard, 309 Lennon Lane, Suite 102, Walnut Creek, CA 94598

**Request:** This is a public hearing on a request for a Design Review (DR 15-16) approval for a new two-story, mixed use project. The project consists of a 1st floor retail and 2nd floor office building totaling 40,001 square feet, 54 parking spaces and landscaping. The Variance (VA 01-16) has been requested for a reduction in the number of parking spaces. This project is associated with the approved Main Street Improvement and Development Agreement (DA 02-15). The project site is designated Commercial Downtown in the Oakley 2020 General Plan and zoned Downtown Specific Plan (SP-4). The Project is located along the North side of Main Street between 2nd Street and 5th Street (APN: 035-122-008 and 035-164-002).

**CEQA:** This project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 – In-Fill Development Projects. No further environmental review is required for this project.

The Staff Report and its attachments will be available for public review, on or after **May 19, 2016** at City Hall, 3231 Main Street, Oakley, CA 94561 or on the City's website [www.oakleyinfo.com/city-meetings/](http://www.oakleyinfo.com/city-meetings/).

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


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






# OAKLEY COMMERCIAL

## OAKLEY, CALIFORNIA

**VICINITY MAP** 



**PROJECT DATA**

APN #: 035-122-008, 035-164-002  
 LOCATION: MAIN STREET (HIGHWAY 4)  
 OAKLEY, CA

GENERAL PLAN: DOWNTOWN COMMERCIAL  
 ZONING: REDEVELOPMENT AREA - PLANNED UNIT DISTRICT (P-1)

FIRST FLOOR (RETAIL)	= 20,067 G.S.F. ±
SECOND FLOOR (OFFICE)	= 19,934 G.S.F. ±
TOTAL	= 40,001 G.S.F. ±

ON-SITE PARKING	= 54 SPACES =
PARALLEL PARKING	= 31 SPACES =
TOTAL	= 85 SPACES =

PARKING PROVIDED	= 85 SPACES @ 2.12/1000 G.S.F.
TOTAL LOT AREA	= 73,192 S.F. = (1.68 ACRES±)

**PROJECT TEAM**

**APPLICANT**  
 NATURE PROPERTIES L.L.C.  
 88 BARBARA ROAD  
 OAKLAND, CA 94612  
 PHONE: (510) 386-6093  
 CELL: (925) 937-7762  
 FAX: (510) 386-6036  
 ATTN: FRED SZCZEPA

**ARCHITECT**  
 LOVING AND CAMPOS ARCHITECTS, INC.  
 245 VONAGED VALLEY ROAD, STE. 208  
 WALNUT CREEK, CA 94596  
 PHONE: (925) 944-1626  
 FAX: (925) 944-1606  
 ATTN: PETER STACKFOLDE

**CIVIL ENGINEER**  
 LUX AND ASSOCIATES  
 718 ALFRED NOBEL DRIVE  
 MERCED, CA 95349  
 PHONE: (209) 724-4389  
 FAX: (209) 724-4389  
 ATTN: GEORGE LUK

**LANDSCAPE ARCHITECT**  
 THOMAS BAAK ASSOCIATES  
 3620 N. MAIN STREET, SUITE 4  
 WALNUT CREEK, CA 94596  
 PHONE: (925) 933-2583  
 FAX: (925) 933-0242  
 ATTN: ALICE STOVER


**SHEET INDEX**

COVER SHEET

A-1	CONCEPTUAL SITE PLAN
A-2	CONCEPTUAL FLOOR PLANS
A-3	CONCEPTUAL ROOF PLAN AND CROSS SECTION
A-4	CONCEPTUAL ELEVATIONS

C-1	STORMWATER TREATMENT PLAN
C-2	GRADING PLAN
C-3	UTILITY PLAN
C-4	DIMENSIONAL AND STRIPING PLAN

L-1	PRELIMINARY LANDSCAPE PLAN
L-2	PRELIMINARY LANDSCAPE PLAN

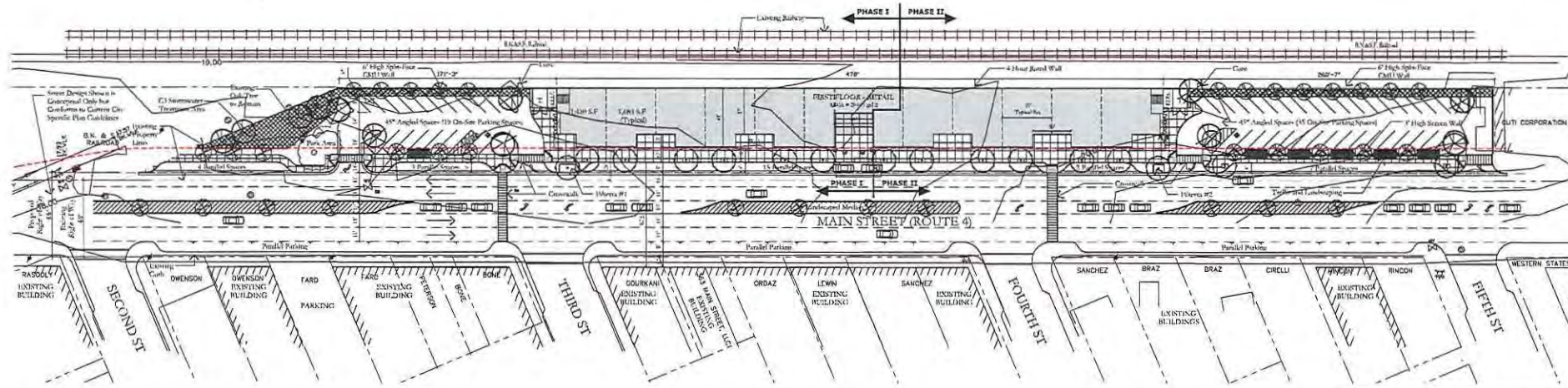


DATE: 03/15/2011	SCALE: AS SHOWN
DRAWN BY: J. STOVER	CHECKED BY: P. STACKFOLDE
PROJECT NO: 11-001	SHEET NO: 1 OF 1



**SUMMARY:**

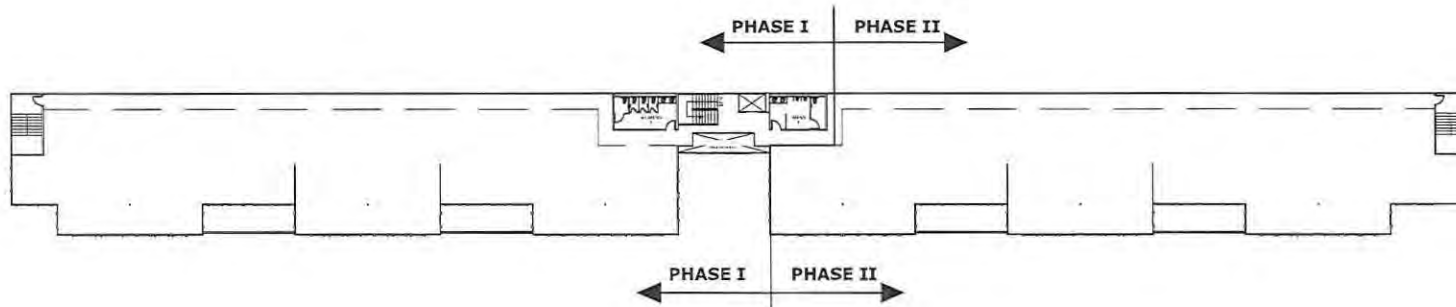
FIRST FLOOR (RETAIL)	= 20,067 G.S.F. ±
SECOND FLOOR (OFFICE)	= 19,934 G.S.F. ±
TOTAL	= 40,001 G.S.F. ±
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PARALLEL PARKING	= 31 SPACES ±
TOTAL	= 85 SPACES ±
PARKING PROVIDED	= 85 SPACES ± @ 2,121/1000 G.S.F.
TOTAL LOT AREA	= 73,192 S.F. = (1.68 ACRES) ±



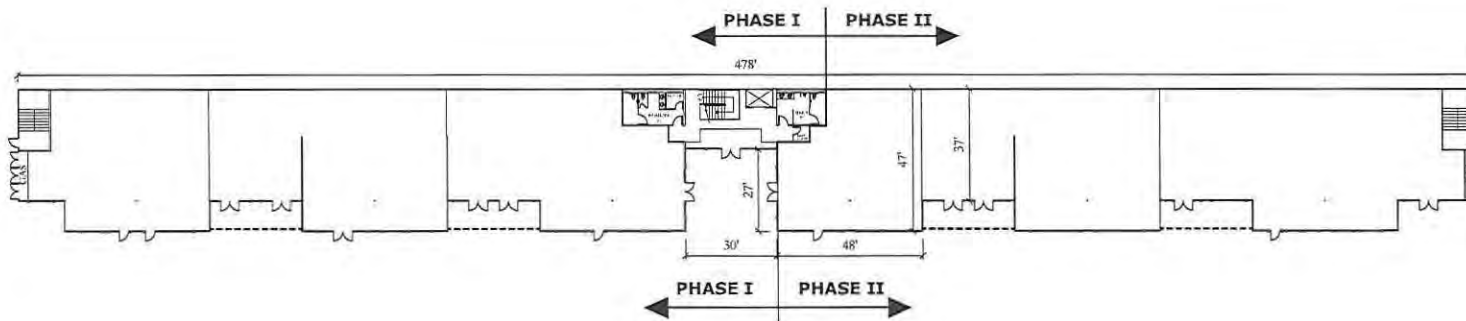
FOR SITE IMPROVEMENT PLANS REFER TO THE CITY OF OAKLEY SITE PLANS PREPARED BY BKF ENGINEERS

# Conceptual Site Plan





Second Floor Plan - Office



First Floor Plan - Retail

Conceptual Floor Plans



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



WWW.LCA-ARCHITECTS.COM  
 10000 S. DAVENPORT  
 SUITE 100  
 OAKLEY, CA 94621  
 925.764.1100  
 FAX 925.764.1101

**OAKLEY COMMERCIAL**  
 Oakley, California



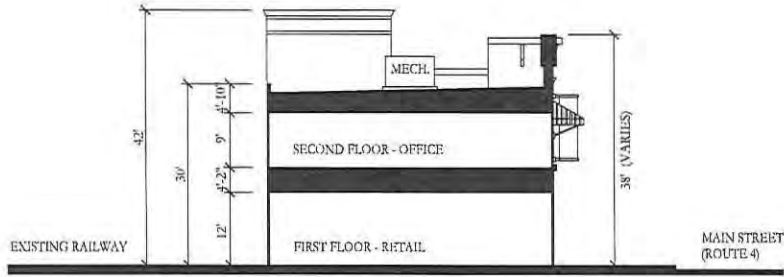
LCA ARCHITECTS  
 10000 S. DAVENPORT SUITE 100  
 OAKLEY, CA 94621  
 925.764.1100  
 FAX 925.764.1101

CONCEPTUAL FLOOR PLANS

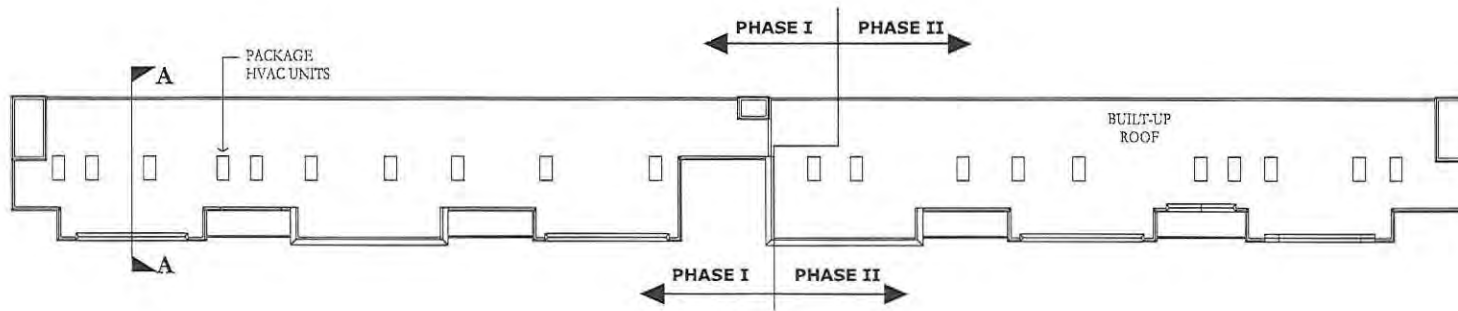
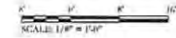
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 DATE: 6/2/2008  
 REVISIONS:  
 1/21/2009  
 2/18/2009

PROJECT NO. 04008  
**A-2**  
 SHEET OF





**Section AA**



**Roof Plan**



**Conceptual Roof Plan and Section**



WWW.LCA-ARCHITECTS.COM  
 PAUL GURIN  
 ARCHITECT  
 PETER SISKI  
 ARCHITECT  
 1000 BROADWAY, SUITE 1000  
 OAKLEY, CALIFORNIA 94661  
 (925) 764-1000

**OAKLEY COMMERCIAL**  
 Oakley, California

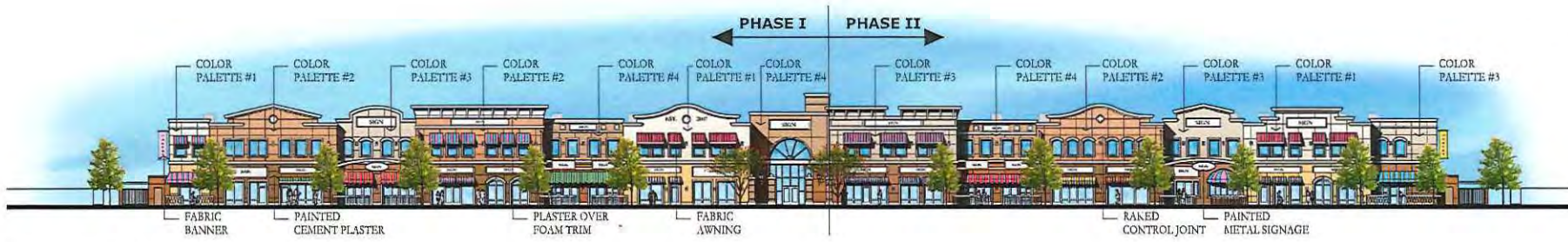


LCA ARCHITECTS  
 1000 BROADWAY, SUITE 1000  
 OAKLEY, CALIFORNIA 94661  
 (925) 764-1000

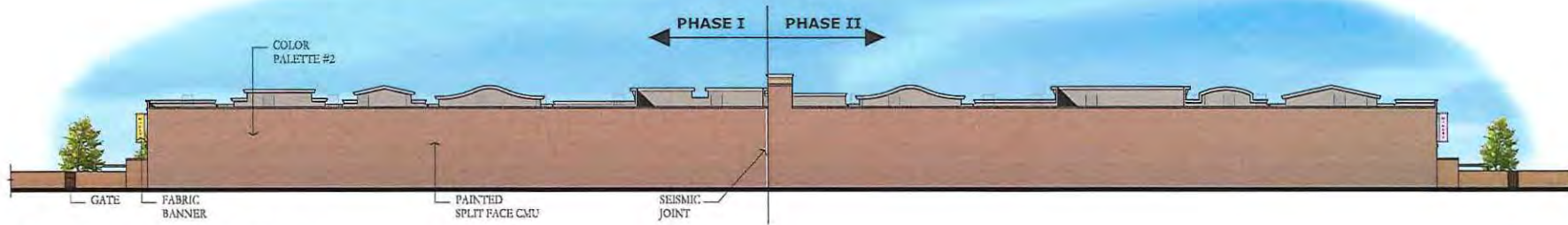
CONCEPTUAL  
 ROOF PLAN  
 AND SECTION

SCALE: AS SHOWN  
 DATE: 6/3/2008  
 REVISIONS:  
 1/21/2008  
 2/10/2008

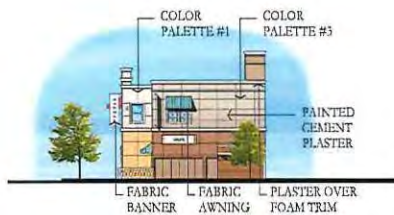
PROJECT NO. 04055  
**A-3**  
 SHEET OF



**South Elevation**



**North Elevation**



**East Elevation**

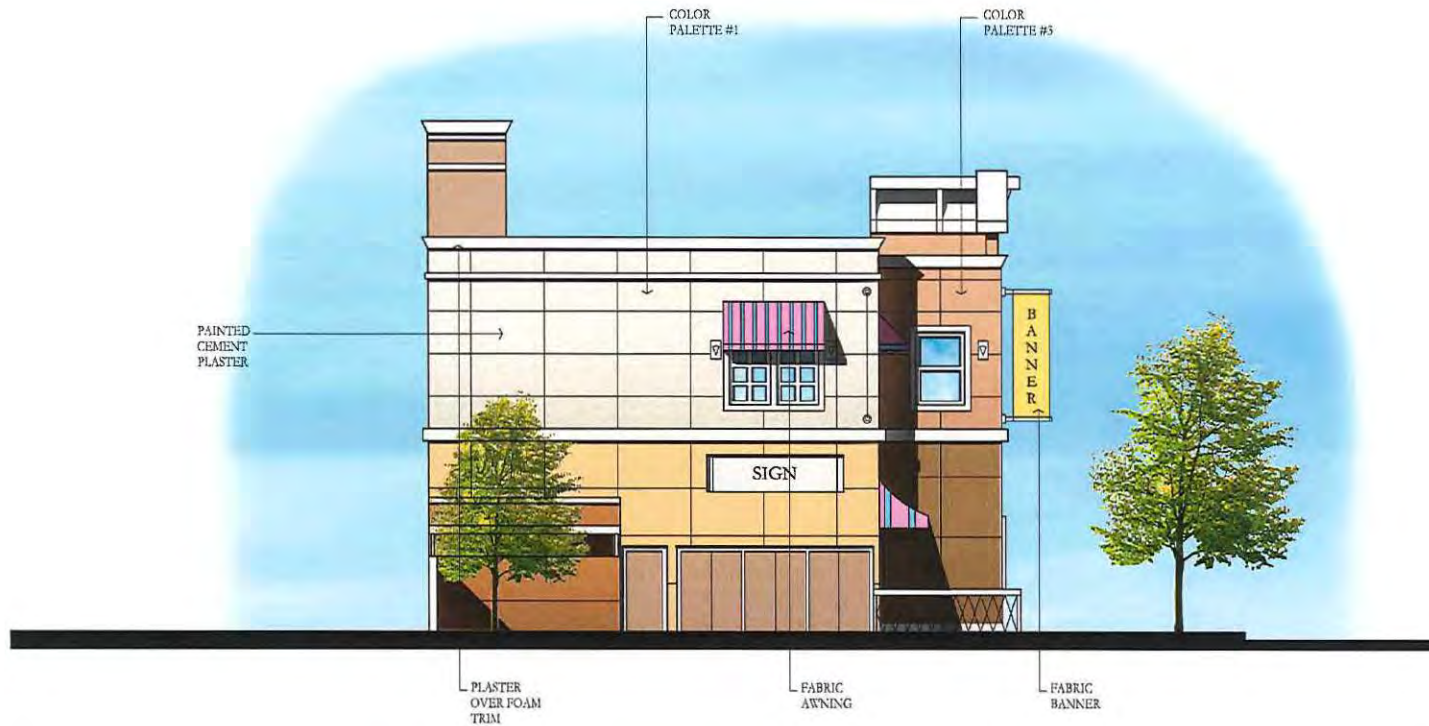


**West Elevation**

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

**Conceptual Elevations**

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



West Elevation

# Conceptual Elevations





## COLOR BOARD



\*All colors by Kelly-Moore Paints

**OAKLEY COMMERCIAL**  
A DEVELOPMENT FOR NATURE PROPERTIES LLC  
O A K L E Y, C A L I F O R N I A  
MAIN STREET (HIGHWAY 4) OAKLEY, CA  
PROJECT No. 04055      DATE: 05/09/2016



NOTE: Paint chip colors/numbers, material and manufacturers shown on this board are representative only. Final approval will be based on sample portion of building. Call the architect or owner for field review. The owner reserves the right to change any listed manufacturer. The changes in manufacturer shall match paint chip color/material as noted.

## RESOLUTION NO. XX-16

**A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE REQUEST FOR DESIGN REVIEW (DR15-16) FOR THE CONSTRUCTION OF A NEW 2-STORY MIXED-USE BUILDING AND A VARIANCE (VA 01-16) FOR A REDUCTION IN PARKING STANDARDS ON A 1.68-ACRE SITE LOCATED ON THE NORTH SIDE OF MAIN STREET BETWEEN 2ND STREET AND 5TH STREET (APN'S: 035-122-008 AND 035-164-002)**

**WHEREAS**, on March 25, 2016, Nature Properties, LLC. ("Applicant"), submitted an application for a request for Design Review (DR 15-16) approval for a new two-story, mixed use project. The project consists of a 1st floor retail and 2nd floor office building totaling 40,001 square feet, a 54 parking space parking lot and landscaping. The Variance (VA 01-16) has been requested for a reduction in the number of parking spaces required for the project. The 1.68-acre project site is designated Commercial Downtown in the Oakley 2020 General Plan and zoned Downtown Specific Plan (SP-4). The project is located along the North side of Main Street between 2nd Street and 5th Street (APN: 035-122-008 and 035-164-002). (APN's: 035-122-008 and 035-164-002) ("Project"); and

**WHEREAS**, on April 25, 2016, the project application was deemed complete per Government Code section 65920 et. seq; and

**WHEREAS**, the project is designated as *Commercial Downtown* in the Oakley 2020 General Plan, and zoned SP-4 (Downtown Specific Plan) District; and

**WHEREAS**, on or before May 13, 2016, the Notice of Public Hearing for the project was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 500-foot radius of the subject property's boundaries, to outside agencies, and to parties requesting such notice; and

**WHEREAS**, the project is exempt from further environmental analysis under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332, "Class 32 – In-Fill Development Projects"; and

**WHEREAS**, on May 24, 2016, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public and applicant, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as conditioned, and

**WHEREAS**, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their

application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City; and

**WHEREAS**, these Findings are based upon the City's General Plan, the Downtown Specific Plan, the City's Zoning Ordinance, the City's Commercial and Industrial Design Guidelines, and the information submitted to the City Council at its May 24, 2016 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereinafter the "Record"); and

**NOW, THEREFORE, BE IT RESOLVED THAT**, on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the approvals:

- A. In regards to the application requesting Design Review (DR 15-16) approval for a new two-story, mixed use project. The project consists of a 1st floor retail and 2nd floor office building totaling 40,001 square feet, a 54 parking space parking lot and landscaping on a 1.68-Acre site located on the north side of main street between 2nd street and 5th street (APN's: 035-122-008 and 035-164-002):
1. The design, appearance, and manner of development of all properties within the City have a substantial relationship with the characteristics of public and private places that make a community visually interesting, functional, and a source of community pride. The site for the proposed project is adequate in size and shape to accommodate the use in a manner complementary with the land and uses in the area in that the site is approximately 1.68-acres and the Downtown Specific Plan (SP-4) Zoning along with the Oakley Municipal Code allows for the proposed development with the approval of a Design Review application. The new building and site improvements will provide a significant aesthetic upgrade to the vacant property and the surrounding area, and help facilitate the economic development activities of the City;
  2. Development within the City should be in a manner that is of high quality and allow for flexibility of unique solutions to enhance a project's design so that it can be successfully integrated into the existing fabric of the City, while preserving the City's human scale and sense of place.
  3. The quality of life and stabilization of property values are enhanced by project design that meets the criteria set forth in the Downton Specific Plan, Oakley Design Guidelines, Zoning Ordinance, and General Plan, as applicable. The proposed project will be arranged, designed, constructed, operated, and maintained so as to be compatible with the intended character of the area and will not change the essential character of the area that is intended by the General Plan and the applicable zoning ordinances in that the proposed project for the construction of a building

for commercial/retail businesses and offices are permitted in the Downtown Specific Plan. This property is one of the longest, undeveloped stretches of Main Street within the Downtown and the development of a quality, mixed-use project would have several benefits to the community. The first benefit would be the overall aesthetics of Main Street when entering the Downtown from the east. This new building, along with the frontage improvements, will provide a brand new, high-quality "front door" to the Downtown. The new building will also provide new, quality commercial tenant and office spaces that do not exist today. With that said, the new businesses will bring new jobs and vitality to an area of the Downtown that is less busy than the recently redeveloped Oakley Plaza and areas of Main Street just to the east. Lastly, the project would generate property and sales tax revenue for the City.

4. Design review is necessary to enhance project design, ensure quality development, maintain or enhance property values, and add to the visual character of the community and public health, safety, and welfare of Oakley residents. The proposed project provides for continued growth and orderly development of the community and is consistent with the various elements and objectives of the General Plan in that it provides a place for new businesses which will bring jobs to the City. The use of the site are a result of Oakley's zoning that allows for commercial lots that can accommodate this type of project; and

B. In regards to the application requesting a Variance (VA 01-16) for a reduction in the parking requirements for the project:

1. Approval of the variance would not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and the respective land use district in that the existing lot is less than 80 feet deep and has over 1,050 feet of frontage along Main Street. Although the lot is 1.68-acres, the existing narrow lot depth coupled with the frontage dedication for the Main Street improvements constrain the buildable area. New construction on the two parcels would still need to be consistent with the development regulations of the Downtown Specific Plan, and there is adequate lot area to achieve this. The Downtown Specific Plan provides further guidance and allows the City discretion on how lessen parking standards in the downtown. This project is a catalyst to the eastern part of the City's downtown and at this point there is not a parking issue in this area of the plan. The City has constructed a 24 space parking lot across the street to support and supplement the existing on-street parking for businesses in the area. This parking lot would be available for the proposed project. The applicant has made every attempt to provide as many parking spaces on site and along the property frontage to support the new building while also developing enough of the property to make the project financially feasible. Lastly, the applicant is preserving an old Oak

Tree on the property where they could fit more parking. The preservation of this tree has been considered in the analysis for the Variance request and is in line with keep the existing small town feel of Oakley as new development is proposed and constructed; and

2. There are special circumstances applicable to the subject property because of its size, shape, topography, location or surrounding that would deprive the subject property of rights enjoyed by other properties in the vicinity if the strict application of the zoning regulations is required. The existing lot is less than 80 feet deep and has over 1,050 feet of frontage along Main Street. Although the lot is 1.68-acres, the existing narrow lot depth coupled with the frontage dedication for the Main Street improvements constrain the buildable area. The variance would not affect the overall appearance of the development, as any structures placed on the lot will meet the minimum development standards of the Downtown Specific Plan; and
3. Approval of a variance would substantially meet the intent and purpose of the respective land use district in which the subject property is located in that the project will be developed in a manner consistent with the Downtown Specific Plan development standards and the improvements will provide a significant aesthetic upgrade to the vacant property and the surrounding area. The project has taken into account several design elements that align with the spirit and intent of the Downtown Specific Plan in that they have proposed a project designed with a pedestrian scale in mind, aligned the driveway entrances with existing cross streets to the South and they have maximized the development along the frontage of the building which adds to that pedestrian friendly, street front character that the DSP requires.

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

**BE IT FURTHER RESOLVED THAT**, on the basis of the above Findings and the Record, the City Council approves of the Applicant's request for Design Review and a Variance, subject to the following Conditions of Approval:

**Conditions of Approval**

Applicant shall comply with the requirements of the Oakley Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the application received by the Planning Division on **March 25, 2016**, as well as additional information acquired since that time and made part of the project file.

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



## **Planning Division Conditions**

### **General:**

1. This **Design Review (DR 15-16) and Variance (VA 01-16)** is approved, as shown on the plans, date stamped by the Planning Division on **March 25, 2016**, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. This approval for **Design Review (DR 15-16) and Variance (VA 01-16)** shall be effectuated within a period of three (3) years from the effective date of this resolution by pulling a building permit and if not effectuated shall expire on **May 24, 2019**. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Zoning Code.
3. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council on **May 24, 2016**.
4. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.
5. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days and times may be modified on prior written approval by the Community Development Director.
6. Should archaeological materials be uncovered during grading, trenching or other on- site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.
7. The applicant shall defend, indemnify, and hold harmless the city or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the city, its boards, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of the project. The city shall promptly notify the applicant of any such claim, action or proceeding. The city shall have the option of coordinating the defense. Nothing contained in this condition shall prohibit the city from participating in a defense of any claim, action, or proceeding if the city bears its own attorney's fees and costs, and the city defends the action in good faith.

8. The project may be constructed in 2 phases as outlined in Development Agreement (DA 02-15). In implementation of each phase, the required improvements described below shall be applied correspondingly.

**Site Plan:**

9. All parking stall striping shall be double striped. Parking stalls for the 45 degree angled spaces shall be 8 feet wide by 19 feet deep with an allowed 2 foot overhang in some cases and all drive aisles shall be a minimum 12 feet in width as reviewed and approved by the Community Development Director.
10. A lighting and photometric plan shall be submitted prior to the issuance of building permits. The minimum requirement shall be one foot of candle light within public parking areas and pedestrian pathways.
11. Light poles shall be a maximum height of 20 feet and shall provide glare shields where adjacent to existing residences per the review and approval of the Community Development Director.
12. The trash enclosures shall match Oakley Disposal and City standards and shall provide adequate space to accommodate both trash and recycling. Also, trash enclosures shall be constructed with a roof to match the building design and materials, have metal gates, and when appropriate be surrounded by landscaping with climbing vines on three sides per the review and approval of the Community Development Director.
13. Storage shall be contained inside the building. Storage containers are not allowed and pallets, boxes, cardboard etc. shall not be stored outside.

**Architecture:**

14. Roof-mounted equipment shall be architecturally screened from view.
15. The light fixtures on the commercial building shall be decorative fixtures per the review and approval of the Community Development Director.
16. Anti-graffiti techniques shall be used on the north wall that abuts the railroad right-of-way.
17. Walls constructed along the northern property line shall attenuate, not just deflect sound. The applicant shall provide a noise report that identifies appropriate materials and finishes. The use of sound absorbing material should be used for the construction of the walls per the review and approval of the Community Development Director.

18. The material and color of the 6' foot block wall along the north property line is subject to the review and approval of the Community Development Director.

**Landscaping Requirements:**

19. A landscaping and irrigation plan for all areas shown on the site plan shall be submitted for review and approval of the Community Development Director prior to the issuance of building permits. The landscaping plan shall include the project's frontage and side yards. Landscaping shall conform to the Oakley Water Efficient Landscape Ordinance and the Guidelines for Implementation of the City of Oakley Water Efficient Landscape Ordinance and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.
20. California native drought tolerant plant or shall be used as much as possible. All trees shall be a mix of fifteen-gallon, 24-inch box and 36-inch box, all shrubs shall be a minimum five-gallon size, except as otherwise noted.
21. Parking lot trees shall provide 50 percent shading of the parking areas at tree maturity.
22. Prior to occupancy, an on-site inspection shall be made of privately owned lands by a licensed landscape architect to determine compliance with the approved landscape plan. A signed certification of completion shall be submitted to the Community Development Director for review and approval.
23. If occupancy is requested prior to the installation of the landscape and irrigation improvements, then either a cash deposit or a letter of credit shall be delivered to the City for 125 percent of the estimated cost of the uncompleted portion of the landscape and irrigation improvements. If compliance is not achieved after six months of occupancy as determined by the Community Development Director, the City shall contract for the completion of the landscaping and irrigation improvements to be paid for by the held sum. The City shall return the unused portion within one year of receipt or at the completion of all work.
24. Landscaping shall be maintained as shown on the landscape plan in perpetuity.
25. In the event the Oak Tree towards the western property line cannot be retained as a result of this project, the applicant shall satisfy the requirements of Oakley Municipal Code section 9.1.1112.

**Signage:**

26. The proposed signage shall meet the requirements of the Downtown Specific Plan and the City's Zoning Ordinance. All proposed signage shall be reviewed by the Planning and Building Divisions.
27. All signs shall be on permanent structure and of design and material to compliment the proposed commercial building. No signs on the premises shall be animated, rotating or flashing. No flags, pennants, banners, pinwheels or similar items shall be permitted on the premises, with the exception of a United States flag and California state flag.
28. Temporary signage for such things as special events and grand openings shall require a Temporary Use Permit per the review and approval of the Community Development Director.

**Waste Management Plan:**

29. The applicant shall submit a Waste Management Plan that complies with the City of Oakley Construction and Demolition Debris Recycling Ordinance.

***Building Division Conditions***

30. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy Requirements per the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division at (925) 625-7002.
31. An Automatic Life Safety Sprinkler System shall be required in all new construction pursuant to Ordinance 22-06. The Automatic Life Safety Sprinkler Systems in commercial and industrial buildings shall be designed and installed to the standards and requirements found in the most recent version of the NFPA (National Fire Protection Association).
32. Prior to requesting a Certificate of Occupancy from the Building Division all Conditions of Approval required to occupancy must be completed.

***Public Works and Engineering Conditions***

**General:**

33. Submit improvement plans for on-site improvements prepared by a registered civil engineer to the City Engineer for review and approval and pay the appropriate processing costs in accordance with the Municipal Code and these conditions of approval. The plans shall be consistent with the Stormwater Control

Plan for the project, include the drawings and specifications necessary to implement the required stormwater control measures, and be accompanied by a Construction Plan C.3 Checklist as described in the Stormwater C.3 Guidebook.

**Road Dedications:**

34. Convey to the City, by offer of dedication, the right of way for the project frontage along Main Street.

**Access to Adjoining Property:**

35. Furnish necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements.

**On-Site Improvements:**

36. Provide a minimum outside turning radius of 45 feet and a minimum inside turning radius of 28 feet within the parking lot.
37. Develop for the City's review and approval and enter into a private maintenance agreement that ensures that parking areas and on-site landscaping will be maintained to a standard agreed upon by the City.
38. The burying of any construction debris is prohibited on construction sites.

**Drainage Improvements:**

39. Collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse consistent with the plans for Drainage Area 29E as prepared by the Contra Costa County Flood Control and Water Conservation District.
40. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system and stormwater pond to the City Engineer for review and approval.
41. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.
42. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

43. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

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

44. Comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, the Regional Water Quality Control Board (Central Valley - Region IV), including the Stormwater C.3 requirements as detailed in the Guidebook available at [www.cccleanwater.org](http://www.cccleanwater.org).

Compliance shall include developing long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long-term BMP's in accordance with the Contra Costa Clean Water Program for the site's storm water drainage:

- Utilize pavers or other pervious materials for driveways, walkways, and parking areas wherever feasible.
- Minimize the amount of directly connected impervious surface area.
- Delineate all storm drains with "No Dumping, Drains to the Delta" permanent metal markers per City standards.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Install filters in on-site storm drain inlets.
- Sweeping the paved portion of the site at least once a month utilizing a vacuum type sweeper.
- Use of landscape areas, vegetated swales, pervious pavement, and other infiltration mechanisms to filter stormwater prior to entering the storm drain system.
- Provide a sufficient amount of on-site trash receptacles.
- Distribute public information items regarding the Clean Water Program to customers.
- Other alternatives as approved by the City Engineer.

**Fees/Assessments:**

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

- A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);

- B. Regional Transportation Development Impact Mitigation Fee or any future alternative regional fee adopted by the City (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);
- C. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
- D. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);
- E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);
- F. Fire Facilities Impact Fee, collected by the City (adopted by Resolution No. 09-01);
- G. General Plan Fee (adopted by Resolution No. 53-03): and

The applicant should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future developments.

- 46. The applicant shall be responsible for paying the County Recorder's fee for the Notice of Determination as well as the State Department of Fish and Game's filing fee.
- 47. Either a) Annex the property to the City of Oakley's Community Facilities District No. 2015-2 (CFD No. 2015-2) which provides a funding mechanism to mitigate the Development's fiscal impact associated with the City's regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities, or b) establish a separate funding mechanism acceptable to the City of Oakley to mitigate the Development's fiscal impact associated with the City's regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities. If the applicant elects to annex into CFD No. 2015-2, the applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of the annexation shall be paid by applicant in advance. The CFD's annual special tax rates per parcel will be set at the time of annexation. The annexation shall be completed before the issuance of the first Certificate of Occupancy.
- 48. Participate in the provision of funding to maintain police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to filing of the final map. Should the

building be occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rata share for the remainder of the tax year prior to the City conducting a final inspection.

49. Applicant shall comply with the drainage fee requirements for Drainage Area 29E as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of building permit issuance. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which they might be eligible. Any credit or reimbursements shall be determined prior to filing the final map or as approved by the Flood Control District.

### **ADVISORY NOTES**

**PLEASE NOTE ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.**

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



**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> of May, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

## STAFF REPORT

**Date:** Tuesday, May 24, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, Public Works Director/City Engineer  
**SUBJECT:** Two Resolutions Initiating the Fiscal Year 2016-17 Oakley Street Lighting and Landscape Assessment District No. 1 proceedings; initiating the process and declaring the intention to levy and collect assessments, and setting June 14, 2016 as the date for the Public Hearing

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### **Background and Analysis**

On July 10, 2000, the City Council approved a resolution ordering the formation of the City of Oakley Street Lighting and Landscape Assessment District No. 1 (District) to fund the maintenance and operation of public parks, landscaping, and street lighting. Prior to that, operations and maintenance funds were provided through the Countywide Landscaping and Lighting District (LL-2) and County Service Area L-100 (CSA L-100). In accordance with the Landscape and Lighting Act of 1972 (Streets and Highways Code Section 22500 et seq.), the City is required to annually prepare an Engineer's Report that proposes a budget for the assessment district as well as assessments for all properties within the district.

To begin the process of developing the annual Engineer's Report, Section 22622 of the Streets and Highways Code requires the City Council to first adopt a resolution generally describing any proposed new improvements to be included in determining the annual assessment levied for any assessment district created under the Landscaping and Lighting Act of 1972, declaring the intention to annex territory, and must order the preparation of an Engineer's Report prior to initiating proceedings to fix the annual levy of assessments for any such districts. That resolution is included with this report.

The District includes three zones, two of which are Citywide. Zone 1, commonly known as the Citywide Parks Zone, provides for the operation and maintenance of community parks, landscaping and recreational facilities. Zone 2, commonly known as the Citywide Street Lighting, provides for the operation and maintenance of street lights within the public right of ways throughout Oakley. Zone 3 contains 26 sub-zones and provides for the operation and maintenance of landscaping and neighborhood parks for specific projects or neighborhoods.

The City Engineer, utilizing the services of Francisco & Associates, has prepared the preliminary Engineer's Report for the District, for Fiscal Year 2016-17. The report,

which is on file with the City Clerk, proposes a budget and assessments for each of the three zones, and explains the methodology used to determine the proposed assessment.

There are no proposed assessment rate increases in the District for Fiscal Year 2016-17 above the allowed maximum assessment rates (that include an adjustment for cost inflation). However, the Zone 3-26 assessment rate has been increased from \$385 in Fiscal Year 2015-16 to \$450 in Fiscal Year 2016-17 to account for additional maintenance costs for the City.

While the purpose of the Engineer's Report is to establish the assessment rates to be levied for the year, Staff uses the document to review the overall financial health of the District and the individual zones. It is important to note that the budgets are based on the best current information and Staff's projections for the budget year.

Zone 1 has had the Marsh Creek restoration project come on line in recent years, the Main Street medians in the downtown area that are being expanded as part of the road improvement project, and the expected addition of new landscaping located at the Highway 160 Off-Ramp at Main Street. The expenditures are projected to be slightly in excess of the revenues in FY 2016-17 for Zone 1.

Zone 2 continues to rely on a contribution from Gas Tax to fund the PG&E utility charges. Assessments are expected to be up slightly from what was budgeted last year, but a Gas Tax contribution of roughly \$102,148 for FY 2016-17 is expected, based on FY 2015-16 costs. Utility charges continue to increase as new lights are added. However, new LED lights are expected to lower energy costs in the future. As in the past, Staff will apply all of the assessment revenue to the expenditures before utilizing the Gas Tax funds, so they will only be used if necessary.

Of the 26 sub areas in Zone 3, all but one is projected to have revenues roughly equal to or in excess of expenditures (careful review of the individual sub-zone budgets will reveal that some cumulative expenditures are a few hundred dollars more than revenues; and in practicality, Staff will be managing actual costs throughout the year to try and not spend more funds than are being generated annually, unless absolutely necessary). Some of the older zones need to be managed aggressively to ensure that adequate funds are available, but that is no different than years past.

The Landscape and Lighting Act of 1972 requires that a public hearing be held by the City Council to determine if the proposed assessments should be levied. Adoption of the resolution will set the hearing for the regular City Council meeting on June 14, 2016, and the hearing will be advertised in the newspaper at least 10 days prior.

**Fiscal Impact**

For Fiscal Year 2016-17 it is estimated that the City of Oakley Street Lighting and Landscape Assessment District No. 1 will provide the following revenue:

Zone 1 (Community Parks) -	\$1,165,434
Zone 2 (Citywide Street Lighting) -	\$223,096
<u>Zone 3 (Project Specific Landscaping) -</u>	<u>\$2,141,965</u>
Total	\$3,530,495

**Recommendation**

Staff recommends that the City Council adopt the Resolution of Initiation and Resolution of Intention to levy and collect assessments, and setting June 14, 2016 as the date for the Public Hearing for the City of Oakley Street Lighting and Landscape Assessment District No. 1.

**Attachments**

- 1) Resolution of Initiation;
- 2) Resolution declaring the intention to levy and collect assessments, and setting the Public Hearing; and
- 3) Preliminary Engineer's Report

## CITY OF OAKLEY

## RESOLUTION NO. -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY INITIATING THE ANNUAL PROCESS FOR THE OAKLEY STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2016-17 AND ORDERING THE ENGINEER OF WORK TO PREPARE AND FILE THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2016-17**

**WHEREAS**, on July 10, 2000, the City of Oakley Street Lighting and Landscape Assessment District No. 1 (the "District") was formed by the adoption of Resolution 67-00; and

**WHEREAS**, subsequent to the July 10, 2000, formation of the District, various new subdivisions have been annexed into the District in accordance with the requirements of the Landscape and Lighting Act of 1972 and Proposition 218; and

**WHEREAS**, Section 22622 of the Streets and Highways Code requires the City Council to adopt a resolution generally describing any proposed new improvements to be included in determining the annual assessment levied for any assessment district created under the Landscaping and Lighting Act of 1972; and

**WHEREAS**, Section 22622 further requires that the City order the preparation of an Engineer's Report prior to initiating proceedings to fix the annual levy of assessments for any such districts.

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

1. The improvements to be made in the City of Oakley Landscape and Lighting District No. 1 ("District") for Fiscal Year 2016-17 are generally described as follows:

**Zone 1:** *The maintenance, operation, and repair of public park and recreational facilities located within the public right-of-ways, public property, and designated easements within Zone 1 of the District. The facilities shall include, but not be limited to, landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, sidewalks, trails, lights, playground equipment, play courts, public restrooms, and associated appurtenances.*

**Zone 2:** *The maintenance, operation, repair and replacement of all public street lighting facilities located within the public streets and within public easements within private streets within Zone 2 of the District. The facilities shall include, but not be limited to, the lighting poles, fixtures, conduits, conductors, service boxes, controllers, and appurtenances, and the furnishing of power, together with all incidental expenses for the maintenance, operation, and repair of the street lighting system.*

**Zone 3:** *The maintenance, operation, repair and replacement of all public landscaping located within the public streets, public parks, and within public easements within the sub-zones of Zone 3 of the District. The facilities shall include, but not be limited to landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, sidewalks, trails, and appurtenances, and the furnishing of power and water, together with all incidental expenses for the maintenance, operation, and repair of the landscaping.*

2. Pursuant to Streets and Highways Code Section 22622, Francisco & Associates, Inc. is hereby directed to prepare the annual Engineer's Report prior to initiating proceedings to fix the annual levy of assessments for the District.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24th of May, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

CITY OF OAKLEY

RESOLUTION NO. -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE PRELIMINARY ENGINEERS REPORT, DECLARING THE INTENT TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2016-17, AND SETTING JUNE 14, 2016 AS THE DATE FOR THE PUBLIC HEARING FOR THE CITY OF OAKLEY STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1**

**WHEREAS**, on July 10, 2000, the City of Oakley Street Lighting and Landscape Assessment District No. 1 (the "District") was formed by the adoption of Resolution 67-00; and

**WHEREAS**, subsequent to the July 10, 2000, formation of the District, various new subdivisions have been annexed into the District in accordance with the requirements of the Landscape and Lighting Act of 1972 and Proposition 218; and

**WHEREAS**, as required by Section 22622 of the California Streets and Highways Code, the City Council of the City of Oakley, by approval of Resolution of Initiation No. \_\_\_\_ -16 has described any proposed improvements to be included for the determination of annual assessments levied for any assessment district created under the Landscaping and Lighting Act of 1972; ordered the preparation of an Engineer's Report to determine the annual levy of assessments for any such district; and proposed annexation of territory, concurrently with and through the same procedures as the formation of new Assessment Districts; and

**WHEREAS**, the Engineer of Work has prepared a report in accordance with the provisions of Article XIID, Section 4, of the California Constitution, provisions of the Landscape and Lighting Act of 1972, and Section 22623 of the California Streets and Highways Code. Said report has been made, filed, and duly considered by this City Council and is hereby deemed sufficient and preliminarily approved. Said report shall stand as the report for all subsequent proceedings relating to the proposed levy of District assessments for Fiscal Year 2016-17; and

**WHEREAS**, it is the intent of the City Council to order the levy and collection of assessments within the District for Fiscal Year 2016-17; and

**WHEREAS**, reference is hereby made to the aforementioned report on file with the City Clerk for a full and detailed description of the improvements, the boundaries of the proposed maintenance district, and the proposed assessments upon assessable lots within said district; and

**WHEREAS**, a public hearing will be held on the levy of the proposed assessments before the City Council on June 14, 2016, at 6:30 P.M. in the Council Chambers of the Oakley City Hall at 3231 Main Street, Oakley, California, 94561. Prior

to the conclusion of said public hearing, any interested person may file a written protest with the City Clerk, or having previously filed a protest, may file a withdrawal of that protest. A written protest by a property owner shall contain a description sufficient to identify the property owned by such owner; and

**WHEREAS**, the City Clerk is authorized and directed to give the notice of hearing required by the Landscaping and Lighting Act of 1972 and Government Code Section 54954.6(c).

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

1. The foregoing recitals are true and correct.
2. The Fiscal Year 2016-17 Preliminary Engineer's Report for the City of Oakley Street Lighting and Landscape Assessment District No. 1 is hereby approved.
3. The public hearing on the levy of the proposed assessments and annexation of territory will be held before the City Council on June 14, 2016, at 6:30 P.M. or as soon thereafter as the matter may be heard, in the Council Chambers located at the Oakley City Hall, 3231 Main Street, Oakley, California, 94561.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 24<sup>th</sup> of May, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date





# CITY OF OAKLEY

## STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1



**Fiscal Year 2016-17  
Preliminary Engineer's Report**

May 24, 2016

Prepared by:  
Francisco & Associates, Inc.  
130 Market Place, Suite 160  
San Ramon, CA 94583



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CITY OF OAKLEY  
STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

FISCAL YEAR 2016-17

CITY OF OAKLEY CITY COUNCIL MEMBERS AND STAFF

Kevin Romick  
Mayor

Sue Higgins  
Vice Mayor

Doug Hardcastle  
Council Member

Randy Pope  
Council Member

Vanessa Perry  
Council Member

Bryan H. Montgomery  
City Manager

Derek P. Cole  
City Attorney

Deborah Sultan  
Finance Director

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

*Francisco & Associates*  
Assessment Engineer

ENGINEER'S REPORT

CITY OF OAKLEY  
STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

FISCAL YEAR 2016-17

The undersigned, acting on behalf of the City of Oakley, respectfully submits the enclosed Engineer's Report as directed by the Oakley City Council pursuant to the provisions of Article XIID, Section 4 of the California Constitution, provisions of the Landscaping and Lighting Act of 1972, and Section 22500 et seq of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 5, 2016

By: \_\_\_\_\_  
Kevin Rohani  
City Engineer  
RCE No. 51138

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram, thereto attached, was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Libby Vreonis  
City Clerk  
City of Oakley, California

By: \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of City of Oakley, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Libby Vreonis  
City Clerk  
City of Oakley, California

By: \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram, thereto attached, was filed with the Contra Costa County Auditor, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Libby Vreonis  
City Clerk  
City of Oakley, California

By: \_\_\_\_\_

SECTION I

INTRODUCTION  
ENGINEER'S REPORT

CITY OF OAKLEY  
STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

FISCAL YEAR 2016-17

In 1999 the City of Oakley was incorporated. Certain areas within the City limits of Oakley were previously located within and benefited from the Contra Costa Countywide Landscaping District (LL-2) and the Street Lighting Assessment District (L-100). Through the formation of the Street Lighting and Landscaping Assessment District No. 1 ("District") in Fiscal Year 2000-01, the City of Oakley transferred the responsibility of the park and recreational, street lighting and landscaping improvements from the County to the City.

As required by the 1972 Act, the City sent notices to each property owner informing them of the formation of the District and allowed them the opportunity to attend a Public Meeting and a Public Hearing held June 26, 2000 and July 10, 2000, respectively. At the Public Hearing, written protests representing more than 50% of the parcels being assessed were not received and, accordingly, the City Council was permitted to form the assessment district. City Council subsequently adopted a resolution confirming the levy of assessments. Following the adoption of this resolution, the Assessor's Roll was prepared and filed with the County Auditor's Office to be included on the Fiscal Year 2000-01 tax roll.

**Background Information for Zone 1 (Community Parks, Landscaping & Recreation)**

The Contra Costa County Board of Supervisors, through the Landscaping and Lighting Act of 1972, approved the formation of the Countywide Landscaping District (LL-2). Improvements that were authorized to be constructed, operated, maintained and serviced included:

Landscaping, irrigation, landscape and recreational lighting, park and recreational facilities, including but not limited to playground equipment, play courts, public restrooms, and associated appurtenant facilities.

Generally the public improvements were constructed by developers as a part of the conditions permitting the developer to construct new housing or commercial/industrial developments. However, the ongoing operation and maintenance of the various improvements were financed through the LL-2. The LL-2 is composed of benefit zones to ensure that the operation and maintenance costs of the landscaping and park and recreational improvements are specifically paid for by those property owners who directly benefit from the improvements.

The Oakley Municipal Advisory Council's Parks Subcommittee recognized the need to develop attractive parks, well-maintained landscaped areas and recreation facilities and wanted to provide a funding source that would satisfy those needs. On September 22, 1987, the Board of Supervisors of Contra Costa County adopted Resolution No. 87-566 for the annexation of the Oakley area to the Countywide Landscaping District, forming Zone 16. When the City of Oakley incorporated in 1999, Zone 16 of LL-2 became Zone 1 of the Oakley Street Lighting &

Landscape Assessment District. The original assessment per single family residence was \$29.80 which was set in FY 1987-88. The assessment rate was subsequently increased to \$31.88 per single-family parcel and has remained at this rate since FY 1995-96. The Zone 1 assessment rate was not intended to be increased until such time that the annual costs to maintain the facilities exceeded the annual revenue generated through the levy of assessments.

In Fiscal Year 2003-04, City Staff analyzed the Zone 1 assessment rate to determine if the revenues would be sufficient to meet the newly adopted goals of the City's Parks & Recreation Master Plan 2020 which stipulates a goal of 6.0 acres of parkland per 1,000 residents. The analysis of the Zone 1 rate concluded that the City would need to charge future (new) development \$211.33 (in FY 2004-05 dollars) per single family home to ensure that a stable revenue source would be available for the newly adopted goal of 6.0 acres of parkland per 1,000 residents. On May 27, 2003, City Staff presented this analysis to Council and Council concurred that the assessment rate for all future (new) development would be \$211.33 per single family home resulting in the creation of Zone 1-A. In future years, commencing with FY 2004-05, the maximum assessment rate for Zone 1-A may be increased annually based upon the change in the Consumer Price Index for the Bay Area.

In FY 2005-06, Contra Costa County created Zone 1-B to provide stable funding source for the Summer Lake Community Park as part of the Summer Lake Development and other community facilities. The City subsequently annexed this territory into the City of Oakley in 2006.

#### **Background Information for Zone 2 (Street Lighting)**

The Contra Costa County Board of Supervisors, on October 31, 1978, instructed the Public Works Director to develop an alternate means to supplement the ad-valorem tax revenue to fund street lighting in various County Service Areas. As provided in the County Service Area Law, Government Code, Sections 25210.1 and following, the Board of Supervisors adopted Ordinance No. 79-42 on March 27, 1979 confirming the formation of a Street Lighting Assessment District (L-100) to fund the operation and maintenance of street lights. Improvements that are authorized to be constructed, operated, maintained and serviced include:

Poles, fixtures, bulbs, conduits, wiring equipment including guys, anchors, posts and pedestals, metering devices and associated appurtenant facilities.

The areas of the County street lighting district that were subsequently annexed into the City of Oakley in 2000 are now a part of the City of Oakley Street Lighting and Landscape Assessment District No. 1. This portion of the street lighting assessment is identified as Zone 2 of the Oakley Street Lighting and Landscape Assessment District No. 1.

In Fiscal Year 2005-06, City Staff analyzed the Zone 2 assessment rate to ensure that revenues would be sufficient to meet the rising energy costs. The analysis of Zone 2 concluded that the City would need to charge new development \$42.81 (in FY 2005-06 dollars) per single family home to ensure that a stable revenue source for rising energy costs would be created. The assessment rate for all new development is now \$42.81 per single family home resulting in the creation of Zone 2-A. In future years, commencing with FY 2006-07, the maximum assessment rate for Zone 2-A may be increased annually based upon the change in the Consumer Price Index for the Bay Area.

**Background Information for Zone 3 (Interior Landscaping/Neighborhood Parks)**

In addition to Zone 16 of LL-2, many of the subdivisions within LL-2 included public landscaping improvements which had individual Zones for the operation and maintenance of the interior landscaping. When the City of Oakley incorporated in 1999, these existing landscaping Zones were transferred to the Oakley Street Lighting and Landscape Assessment District No. 1 as subzones of Zone 3. The facilities that are operated and maintained within these subzones are described in further detail in Part A of this report. As new properties are developed, they are required to annex into an existing subzone or form a new subzone to operate and maintain the facilities.

**Current Information**

As Required by the Landscaping and Lighting Act of 1972, this annual Engineer's Report Includes: (1) a description by benefit zone of the improvements to be operated, maintained and serviced by the District, (2) an estimated budget by benefit zone for the District, and (3) a listing of the proposed assessments to be levied upon each assessable lot or parcel within the District.

The Oakley City Council will hold a Public Hearing on June 14, 2016 to provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the levy of assessments as originally proposed or as modified. Following the adoption of this resolution, the Assessor's Roll will be prepared and filed with the Contra Costa County Auditor's Office, to be included on the FY 2016-17 tax roll.

Payment of the assessment for each parcel will be made in the same manner and at the same time as payments are made for property taxes. All funds collected through the assessment must be placed in a special fund and can only be used for the purposes stated within this report.

SECTION II

ANNEXATION OF TERRITORY

CITY OF OAKLEY  
STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

FISCAL YEAR 2016-17

On November 5, 1996 California voters approved Proposition 218 entitled "Right to Vote On Taxes Act" which added Articles XIII C and XIII D to the California Constitution. While its title refers only to taxes, Proposition 218 establishes new procedural requirements for the formation and administration of assessment districts.

These new procedures stipulate that even if assessments are initially exempt from Proposition 218, future increases to an assessment or annexation of territory to an existing District that creates a new assessment must comply with the provisions of Proposition 218. However, if the increase in assessment were anticipated in the assessment formula (e.g., consumer price index increase or assessment cap) then the assessment would be in compliance with the intent and provisions of Proposition 218.

**Future Annexation Information**

Generally, developers as a part of their conditions permitting the developer to construct new housing or commercial/industrial developments, construct public improvements such as parks, landscaping and street lighting. The ongoing operation, maintenance and servicing of these improvements can be financed through the District. Annexation of the development project to the District ensures that the operation, maintenance and servicing of the improvements are specifically paid for by those property owners who directly benefit from the improvements.

In order to comply with the requirements of Proposition 218, the City of Oakley implements the following procedures:

- 1) Every property owner within the area being annexed will be mailed a ballot, which will allow the property owner to cast their vote on whether to annex, to the existing assessment district. A notice describing the assessment, the individual property owner's maximum annual assessment rate, the duration of the assessment, the reason for the assessment the basis upon which the assessment is calculated, and the date and time for a public hearing will accompany the ballots.
- 2) After the close of the set Public Hearing, the ballots, which are returned within 45 days after mailing, will be tabulated to determine whether or not a majority protest against the assessment exists.
- 3) The ballots are weighted based on their proportionate amount of their maximum assessment for each Zone they are being annexed to.



- 4) Publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

All property owners within an annex area will be noticed in accordance with Proposition 218 prior to the Public Hearing. At the conclusion of the Public Hearing, and after the ballots have been tabulated, the City Council may adopt a resolution confirming the maximum assessment rate.

SECTION III

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE  
LANDSCAPING AND LIGHTING ACT OF 1972  
SECTION 22500 THROUGH 22679  
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

CITY OF OAKLEY  
STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1  
FISCAL YEAR 2016-17

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, and in accordance with the Resolution of Initiation No. \_\_-16 and Resolution of Intention, accepting the Preliminary Engineer's Report No. \_\_-16, both adopted on May 24, 2016, by the Oakley City Council, State of California, in connection with the proceedings for:

CITY OF OAKLEY

STREET LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1

Herein after referred to as the "Assessment District", I, Kevin Rohani, P.E., the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements to be maintained within the District. Plans and specifications for the improvements are on file in the Public Works Department.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the administration, maintenance, operations and servicing of the improvements in each Benefit Zone as described in Part A (Plans and Specifications). This part includes the estimated expenses for Fiscal Year 2015-16 in addition to the proposed budget for Fiscal Year 2016-17 for each of the Benefit Zones. The detailed budget information is on file in the Public Works Department.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates by reference a diagram of the Assessment District showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District. This diagram is on file in the Office of the City Clerk of the City of Oakley.

**PART D: METHOD OF APPORTIONMENT OF ASSESSMENT**

This part contains the method of apportionment of assessments, based upon parcel classification of land within the Assessment District, in proportion to the estimated special benefits to be received.

**PART E: PROPERTY LIST & ASSESSMENT ROLL**

This part contains a list of the parcels and proposed assessment amount on each benefited lot or parcel of land within the District. The list is keyed to the records of the Contra Costa County Assessor, which are incorporated herein by reference and is filed in the Office of the City Clerk of the City of Oakley.

PART A

PLANS AND SPECIFICATIONS

The assessment district is composed of three (3) benefit zones. Benefit Zone 1 (Community Parks, Landscaping & Recreation Facilities) consists of all of the parcels that benefit from the construction, operation, maintenance and servicing of community park, landscaping and recreational facilities. Benefit Zone 2 (Street Lighting) consists of all of the parcels that benefit from the construction, operation, maintenance and servicing of street lighting facilities. Benefit Zone 3 (Interior Landscaping/Neighborhood Parks) consists of twenty-six (26) sub-zones and includes all of the parcels that benefit from the construction, operation, maintenance and servicing of landscaping and neighborhood park facilities. The improvements associated with each benefit zone are described below:

**Benefit Zone 1 – Community Parks, Landscaping & Recreation Facilities**

The community park, landscaping and recreation facilities consist of, but are not limited to: operation and maintenance of park and recreation facilities, plants, shrubbery, trees, irrigation systems, hardscape, sidewalks, trails, lights, playground equipment, play courts, restrooms, and associated appurtenant facilities located within the public right-of-ways, public property and designated easements within the boundaries of the Assessment District. A listing of the current parks maintained is listed below:

- Contribution to Vintage Parkway, O'Hara, Oakley & Gehringer School Parks (these are owned by the Oakley Union Elementary School District)
- Main Street Landscaping (segments)
- Empire Avenue Landscaping (segments)
- Crockett Park (4.66 acres)
- Main Street Park (.40 acres)
- Laurel Ball Fields Park (13.63 acres)
- Freedom Basin Park (8.5 acres)
- Laurel Road Landscaping (segments)
- Civic Center Park (1.0 acres)
- Dewey Park (0.20 acres)
- Cypress/Marsh Creek Trailhead
- Neroly Road Landscaping (segments)
- O'Hara Avenue Landscaping (segments)
- Hwy 160 Off Ramp/Main Street Neroly Rd
- Vintage Parkway Landscaping (Main Street to the overpass)
- Contribution to Zone 3-17 for Creekside Park (10.0 acres)
- Contribution to Zone 3-18 for Nutmeg Park (2.6 acres)
- Contribution to Zone 3-19 for Nunn-Wilson Family Park (3.0 acres)
- Contribution to Zone 3-22 for Cypress Grove Park (6.0 acres)
- Contribution to Zone 3-23 for Shady Oak Park (5.0 acres)
- Contribution to Zone 3-25 for Magnolia Park (5.0 acres)
- Contribution to Zone 3-26 for Summer Lake Park (17 acres)

### Benefit Zone 2 - Street Lighting

The lighting facilities consist of, but are not limited to: poles, fixtures, bulbs, conduits, wiring, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting located within the public right-of-ways, public property and designated easements within the boundaries of the Assessment District.

### Benefit Zone 3 – Interior Landscaping/Neighborhood Parks

The landscaping facilities consist of, but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, sidewalks, trails, and appurtenant facilities located within public right-of-ways, public property and designated easements within the boundaries of the Assessment District.

The following is a detailed description of each of the twenty-six (26) landscaping sub-zones located within Benefit Zone 3 and is also shown in Appendix “A”.

#### Zone 3-1 (Vintage Parkway)

Landscaping, irrigation and related improvements within public street right-of-ways of Subdivisions 6333, 6821, 6862, 7089, 7193, 7229, 7372, 7585, 7654, and portions of 6452, 6576 and 6577, and along the frontage on Big Break Road north until the end of Tract 6333 and on from Big Break Road to Highway 4. Includes Vintage Parkway, Rutherford Way, Piper Lane, and Walnut Meadows Drive.

#### Zone 3-2 (Oakley Ranch)

Landscaping, irrigation, and related improvements along the east side of State Highway 4 and the east side of Charles Way.

#### Zone 3-3 (Empire)

Landscaping, irrigation, and related improvements along the east side of Empire Avenue at the Hemlock Drive intersection.

#### Zone 3-4 (Oakley Town Center)

Maintain and service landscaping and irrigation system along sidewalk area on Empire Avenue and Highway 4 and median islands on Empire Avenue.

#### Zone 3-5 (Oak Grove)

Maintain and service landscaping and irrigation facilities system along the southerly side of Laurel Road frontage and along State Highway 4 frontage from Laurel Road south to the north side of Honey Lane.

Improvements to the Oak Grove Homeowner’s Association owned Oak Grove Park (0.80 acres) include a play lot, barbecues, and picnic tables located on Parcel B on Subdivision 6922.

Zone 3-6 (Laurel Woods/Luna Estates)

Maintain and service walkway area on Laurel Road. Landscaping and irrigation within the public right-of-way along 120 linear feet of the north side of Laurel Road fronting Tract 7489.

Zone 3-7 (South Forty)

Maintain and service landscaping and irrigation system along the frontage areas of Neroly Road.

Zone 3-8 (Claremont)

Landscaping, maintenance, and operation of Claremont Bay Park (0.25 acres) consisting of playground equipment, benches, tables, turf, and irrigation improvements. Also, landscaping and maintenance responsibilities of a parking bay.

Zone 3-9 (Gateway)

Maintain and service landscaping and irrigation system along frontage and sidewalk areas on Cypress Road and Empire Avenue frontage of the Gateway Subdivision.

Zone 3-10 (Countryside aka Village Green)

Landscaping and irrigation facilities of a parkway strip behind the sidewalk along Cypress Road and Lois Lane.

Zone 3-11 (Country Fair aka Meadow Glen)

Landscaping, irrigation, and miscellaneous facilities within the public right-of-way of Highway 4 (400 feet) and Bernard Road (300 feet) of this development.

Zone 3-12 (California Sunrise)

This project consists of the installation of landscaping and irrigation improvements such as water lines, sprinklers and plants along the north side of Cypress Road fronting Tract 7365 and Waterford Way.

Zone 3-13 (California Visions aka Laurel Heights)

Landscaping, irrigation and miscellaneous facilities within the public right-of-way along 660 linear feet of the south side of Laurel Avenue east of O'Hara Avenue. The landscaping strip varies in width from three feet to eight feet and is located on Laurel Avenue. Includes maintenance of frontage landscaping on Rose Lane.

**Zone 3-14 (Claremont Heritage)**

Landscaping, irrigation and miscellaneous facilities within the public right-of-way along 275 linear feet of the north side of Main Street (State Route 4). The landscaping strip varies in width from three feet to eight feet. Landscaping and irrigation within the public right-of-way along 565 linear feet of Highway 4 (aka Main Street) fronting Tracts 7775, 7366 and 7367.

**Zone 3-15 (Country Fair aka Meadow Glen II)**

Landscaping and irrigation within the public right-of-way along 1,265 linear feet of Gum Tree Road adjacent to Tract 7704 and 452 linear feet frontage along Live Oak Avenue.

Maintain and service landscaping and irrigation system along sidewalk areas on Empire Avenue, El Monte Drive, Holly Drive, and Tate Lane. Includes islands and hardscape across from the subdivisions.

Landscaping and irrigation maintenance of landscape facilities and 750 linear feet of frontage and median landscaping along Oakley Road. Landscape improvements along the frontage of Oakley Road total approximately 1,030 linear feet.

Landscaping and irrigation within the public right-of-way along 1,140 linear feet of Empire Avenue and along 550 linear feet of Oakley Road fronting tracts 7385, 7830 through 7833.

Landscaping and irrigation maintenance for Heather Park (0.25 acres) and Holly Creek Park (6.7 acres) is also included.

Development Plan 3022-94 is one parcel (037-390-101) consisting of 50 affordable senior housing units. The landscape improvements consist of maintaining landscape and irrigation facilities along Oakley Road, approximately 403 linear feet. These are currently maintained by a private entity.

**Zone 3-16 (Sundance)**

Landscaping within public right-of-way along Almondtree Lane, Highway 4 and Cypress Road, fronting Subdivision 7837, totaling 1,200 linear feet and varying in width from five feet to 21 feet.

**Zone 3-17 (Laurel Anne)**

Landscaping improvements are located within the public right-of-way, fronting Laurel Road and Highway 4, along the frontage of Subdivisions 6935 and 7809 to their point of intersection. Landscape improvements also include the Laurel Road median islands and Parcel B.

Landscape Improvements include frontage along Teton Road located within subdivisions 6963 and 8650.

Landscape improvements total approximately 2,150 linear feet along Laurel Road and Highway 4 and vary in width from ten to fifteen feet. The Laurel Road median improvements are approximately 1,160 linear feet and vary in width from five to sixteen feet.

The maintenance of Harvest Park (0.05 acres) (Parcel “B” of Subdivision 7809); and

The maintenance of Creekside Park (10.0 acres) is also included (a portion of the maintenance is funded by Zone 1).

### Zone 3-18 (Country Place)

Landscape improvements are located within the public right-of-way fronting Kay Lane, O’Hara Avenue and Carpenter Road. Landscape improvements total approximately 38,000 square feet along Kay Lane, approximately 17,000 square feet along O’Hara Avenue and approximately 3,000 square feet along Carpenter Road; and

The maintenance of Nutmeg Park (2.6 acres) located within Subdivision 7640 is also included (a portion of the maintenance is funded by Zone 1).

### Zone 3-19 (Laurel Crest)

Landscape improvements are located within the public right-of-way fronting Laurel Road, Brown Road, Oxford Drive, Empire Avenue – East, Carpenter Road, Joshua Street (between Carpenter Road and Pinenut Street) and the Laurel Road and Hampton Way medians. Landscape improvements total approximately 74,000 square feet; and

The maintenance of Nunn-Wilson Family Park (3.0 acres) and Basin (Phase 2) and the Trail along Brown Road are also included (a portion of the park maintenance is funded by Zone 1).

### Zone 3-20 (Marsh Creek Glenn)

Landscape improvements include the maintenance of Marsh Creek Glenn Park (2.4 acres), consisting of maintenance of the concrete walkway, the play apparatus, the masonry wall and landscape maintenance in and around the Park, in addition to frontage along Salvador Lane north of Amador Court.

### Zone 3-21 (Quail Glen) and Zone 3-21A (4411 Live Oak Avenue)

Landscape improvements include the maintenance and operation of landscaping and irrigation, including approximately 5,250 square feet along the Live Oak Avenue frontage of Subdivision 7359 and approximately 2,500 square feet along Neroly Road frontage of Subdivision 7359. In Fiscal Year 2016-17, Zone 3-21A is proposed to be annexed into the District and will add maintenance of the landscaping along the frontage of Live Oak Avenue and the frontage of El Dorado Road that are adjacent to the parcel located at 4411 Live Oak Avenue.



Zone 3-22 (Cypress Grove)

Landscape improvements include the maintenance and operation of landscaping and irrigation, of the following:

- Cypress Road north and south right-of-way, Frank Hengle east and west right-of-way, Picasso Way east and west right-of-way (3.04 acres);
- Trail Landscaping (3.40 acres);
- Detention Pond Buffer (2.26 acres);
- Briarwood Park (old Cypress Grove) (2.0 acres);
- Cypress Grove Park (6.0 acres) (portion of the maintenance is funded by Zone 1); and
- 6' Fencing along E. Cypress Rd and Picasso Dr (Iron House Elementary School).

Zone 3-23 (South Oakley)

Landscape improvements include the maintenance and operation of landscaping and irrigation, of the following:

- Shady Oak Drive right-of-way (.43 acres);
- Simoni Ranch Road right-of-way (1.94 acres);
- Main Street right-of-way (0.54 acres);
- Rose Avenue right-of-way (0.16 acres);
- Carpenter Road right-of-way (0.08 acres);
- Grapevine Way right-of-way (0.09 acres);
- Cinnamon Ridge right-of-way (0.33 acres);
- Entry Trail (0.17 acres);
- Brownstone Road right-of-way landscaping (Subdivision 8530 – 23,810 square feet);
- O'Hara Avenue right-of-way landscaping and median (Subdivision 8530 – 27,480 square feet);
- Neroly Road right-of-way landscaping and medians (Subdivision 8530 – 39,840 square feet);
- O'Hara Avenue right-of-way landscaping (Subdivision 8734 – 15,564 square feet);
- Oakley Road right-of-way landscaping (Subdivision 8823 – 4,400 square feet);
- Main Street right-of-way landscaping (Subdivision 8916 – 8,800 square feet);
- Rose Avenue right-of-way landscaping (Subdivision 8981 – 5,400 square feet);
- Rose Avenue right-of-way landscaping (Subdivision 9183 – 30,384 square feet);
- Carpenter Road right-of-way (Subdivision 9183 – 10,260 square feet);
- Live Oak Ranch Park (1.0 acre);
- Simoni Ranch Park (1.0 acre);
- Riata Park (Subdivision 8530 -1.7 acres);
- Heartwood Park (Subdivision 8916 – 1.5 acres);
- Shady Oak Park (5.0 acres) (a portion of the maintenance is funded by Zone 1);
- Rose/Carpenter Park (4.4 acres) – not maintained yet in Fiscal Year 2016-17 (a portion of the maintenance is funded by Zone 1);
- 6' Fencing along Simoni Ranch Road (Gehring Elementary School)

**Zone 3-24 (Reserve/Stonecreek)**

Landscape improvements include the maintenance and operation of landscaping and irrigation, of the following:

- Teton Road frontage (1.14 acres);
- Sellars Road by Subdivision 8973 (0.77 acres);
- C Street landscaping (0.21 acres);
- F Street landscaping (3,120 square feet);
- Tamarack Road Weed Abatement (5,096 square feet);
- Teton Road Entry Features at Northwest & Southwest;
- C Street Entry Feature (1,000 square feet);
- Marsh Creek Buffer Area (0.19 acres);
- Stonecreek Park (115,362 square feet) – not maintained yet in Fiscal Year 2016-17; and
- Teton Road Park (2.91 acres) – not maintained yet in Fiscal Year 2016-17 (a portion of the maintenance is funded by Zone 1).

**Zone 3-25 (Magnolia Park)**

Landscape improvements include the maintenance and operation of landscaping and irrigation, of the following:

- Carpenter right-of-way landscaping (24,900 square feet);
- Brown Road right-of-way landscaping (118,800 square feet);
- Neroly Road right-of-way landscaping (159,500 square feet);
- Neroly Road Median landscaping (34,135 square feet);
- Empire Avenue right-of-way landscaping (16,975 square feet);
- Project Entry Streets Median landscaping (1,890 square feet);
- Dynasty Drive right-of-way landscaping (5,280 square feet);
- Dynasty Drive Median landscaping (725 square feet);
- O'Hara Avenue right-of-way landscaping (32,200 square feet);
- Carpenter Trail, Parcel F Subdivision 8731 (158,994 square feet);
- Railroad Trail (Old Neroly Road) (82,125 square feet);
- Neroly Daffodil Entry Feature, Parcel I Subdivision 8731 (13,131 square feet)
- Pedestrian Trail, Parcel J Subdivision 8731 (2,997 square feet);
- Pedestrian Trail, Parcel K Subdivision 8731 (3,608 square feet);
- Novarina Trail Park, Parcel E Subdivision 8731 (2.0 acres);
- Neroly Road, Frontage (Subdivision 9199 – 17,600 square feet);
- Pedestrian Trail, Parcel A, Subdivision 9274 (9,155 square feet);
- Dynasty Drive right-of-way landscaping (Subdivision 9199 – 1,800 square feet);
- Pedestrian Trail, Parcel A Subdivision 9199 (3,224 square feet);
- Neroly Road right-of-way (Subdivision 9274 – 42,900 square feet);
- Brown Road right-of-way (Subdivision 9274 – 9,900 square feet); and
- Pedestrian Trail, Subdivision 9274 (9,155 square feet);
- Silver Bell Way right-of-way;
- Daffodil Park, Parcel G Subdivision 8731 (1.78 acres); and
- Magnolia Park (5 acres) (a portion of the maintenance is funded by Zone 1).

Zone 3-26 (Summer Lake South)

Landscape improvements include the maintenance and operation of landscaping and irrigation, of the following including:

- Lakewood Park (0.58 acres);
- Manresa Park (0.26 acres);
- Sycamore Park (0.24 acres);
- Lakeside Park (1.64 acres);
- Leeward Park (0.71 acres);
- Catamaran Park and Greenbelt (0.79 acres); and
- Summer Lake Park (17.0 acres) (a portion of the maintenance is funded by Zone 1 funds).

In addition, the following Landscape improvements are within the landscape and lighting zone boundaries, however maintenance responsibility belongs to the Homeowner's Association:

- Phase 1 Summer Lake Drive ROW Streetscape (Cypress Road south to South Well Pump Station & Phase 2 Limits);
- Phase 2 Summer Lake Drive ROW Streetscape (South Well Pump Station north to Cypress Road);
- Phase 1 Cypress Road ROW Streetscape & Entry (Bethel Island Road to second Summer Lake Drive Intersection); and
- Wetlands Frontage Landscape and Wetland.

PART B

ESTIMATE OF COST

The 1972 Act provides that the total cost of construction, operation, maintenance and servicing of the park and recreational, street lighting and landscaping facilities can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the District can also be included.

The estimated 2016-17 fiscal year expenditures for the proposed facilities in the City of Oakley have been provided by City Staff and are estimated as follows:

Table No. 2				
Street Lighting and Landscape Assessment District No. 1				
FY 2016-17 Budget Summary				
	Zone 1 Community Parks, Landscaping & Recreation Budget	Zone 2 Street Lighting Budget	Zone 3 Neighborhood Landscaping & Parks Budget	Total Budget
<b>Annual Revenue*:</b>				
Other Sources (Gas Tax & Zone 1 Cont to Zone 3)	\$0	\$102,148	\$113,000	\$215,148
Assessments	\$1,165,434	\$223,096	\$2,141,965	\$3,530,495
<b>Total Revenue:</b>	<b>\$1,165,434</b>	<b>\$325,244</b>	<b>\$2,254,965</b>	<b>\$3,745,643</b>
<b>Annual Expenses*:</b>				
Operating Expenses	(\$1,063,535)	(\$305,000)	(\$1,697,047)	(\$3,065,582)
Incidental Expenses	(\$106,320)	(\$16,000)	(\$323,355)	(\$445,675)
<b>Total Expenditures:</b>	<b>(\$1,169,855)</b>	<b>(\$321,000)</b>	<b>(\$2,020,402)</b>	<b>(\$3,511,257)</b>

\*When annual revenues are in excess of annual expenses, that money is used to fund reserves in each Zone as appropriate.

For a detailed breakdown on annual the operation, maintenance and servicing costs for each zone and sub-zone, refer to Appendix “B”. Appendix B also includes a detail of the Asset Lifecycle Replacement Program for each zone and sub-zone, as well. The Asset Lifecycle Replacement Program detail is used as a guide to calculate approximate replacement costs of the assets in each Zone and sub-zone and establishing reserves necessary to ensure asset replacements and funds for remediation projects are available when needed. Reserves are used to pay for the replacement or remediation of items in the detail, but are not limited strictly to those items. The Reserves are eligible to fund the replacement, remediation or improvement of any asset or amenity in the Zone or sub-zone.

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year.

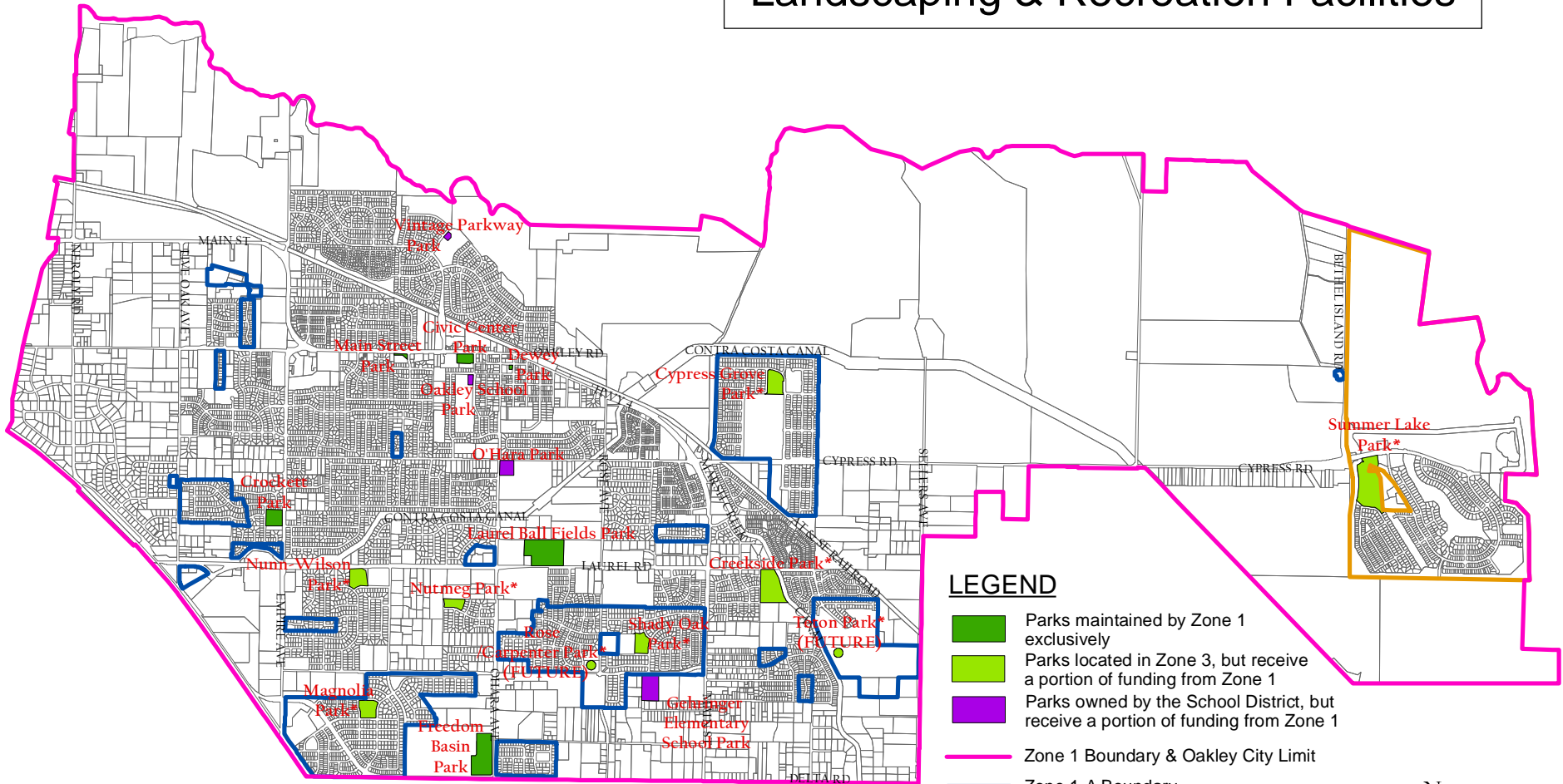
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of City of Oakley Street Lighting and Landscape Assessment District No. 1 are completely within the boundaries of the City of Oakley. An Assessment Diagram for the City of Oakley Street Lighting and Landscape Assessment District No. 1, which incorporates each of the zones for FY 2016-17, is on file in the Office of the City Clerk of the City of Oakley and are included on the following pages. A detailed diagram for each of the twenty-six (26) subzones in Zone 3 is referenced in this Report as Appendix “A”. In addition, the territory proposed to be annexed is included on the following pages and the detailed diagrams in Appendix “A”.

The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Contra Costa County Assessor, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report.

# City of Oakley Zone 1 -- Community Park, Landscaping & Recreation Facilities



\* Creekside, Nutmeg, Nunn-Wilson, Cypress Grove, Shady Oak, Rose/Carpenter, Teton, Magnolia and Summer Lake Parks receive a portion of their funding from Zone 1

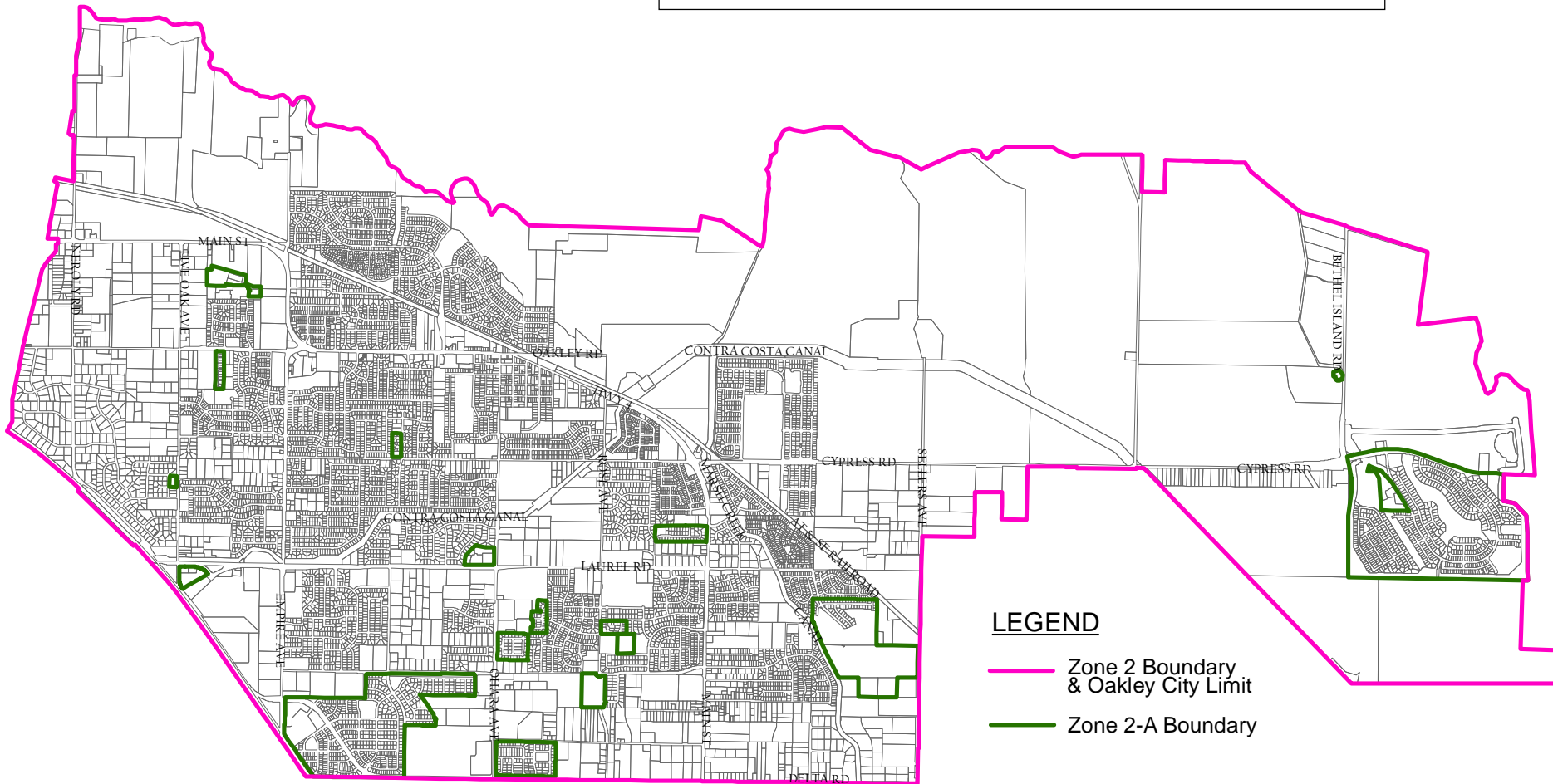
\*\* Other parks not included on this map are funded through Zone 3 assessments and are shown in Appendix A



Prepared by Francisco & Associates, Inc.



# City of Oakley Zone 2 -- Street Lighting



## LEGEND

- Zone 2 Boundary & Oakley City Limit
- Zone 2-A Boundary



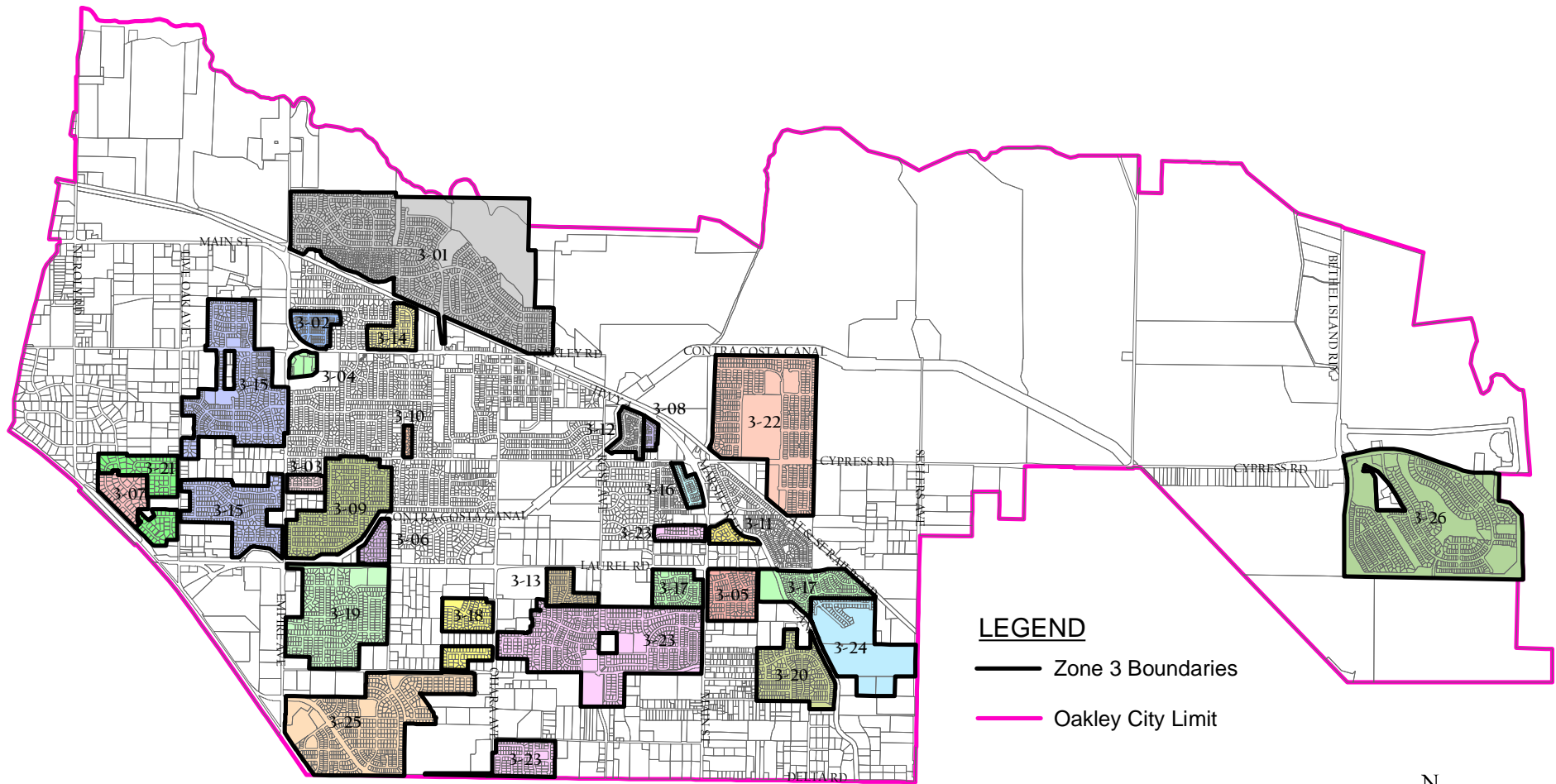
2,500 0 2,500 5,000 Feet



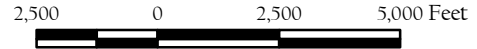
Prepared by Francisco & Associates, Inc.



# City of Oakley Zone 3 -- Interior Landscaping/Neighborhood Parks



**LEGEND**  
— Zone 3 Boundaries  
— Oakley City Limit



Prepared by Francisco & Associates, Inc.



PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total assessments to the properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in each Benefit Zone of the District over and above the general benefits conferred on real property of to the public at large. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

**Discussion of Benefit**

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by Agencies for the purpose of providing certain public improvements, which include the operation, maintenance and servicing of park and recreational, street lighting and landscaping improvements.

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments must be levied according to benefit rather than according to assessed value. This Section states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."*

*"The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000)) [of the Streets and Highways Code, State of California]."*

In addition, the 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

Article XIIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property.

*"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

In addition, Article XIIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and

rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

### Special versus General Benefit

In the absence of an annual assessment, the improvements in each Benefit Zone of the District would not be provided, therefore the improvements are “over and above” what otherwise would be provided in other portions of the City as part of General Services. All of the assessment proceeds derived from each Benefit Zone will be utilized to fund the cost of providing a level of tangible “special benefits” in the form of proximate landscaping and other permanent public improvements. The assessments are also structured to provide specific improvements within each Benefit Zone, further ensuring that the improvements funded by the assessments are of specific and special benefit to property within each Benefit Zone.

Specific Benefit has been quantified as:

- Unique proximity to improved landscaped area;
- Access to improved landscape areas;
- Improved views within each Zone; and
- Extension of a property’s outdoor area for properties within close proximity to the improvements.

Although these improvements may be available to the general public at large, the public landscaping and other public improvements in each Benefit Zone of the District were specifically designed, located and created to provide additional and improved public resources for the direct advantage of property inside the Benefit Zone, and not the public at large. The boundaries of the Benefit Zones have been narrowly drawn to include those parcels that receive a direct advantage from the improvements.

Other properties that are outside a Benefit Zone do not enjoy the unique proximity, access, views and other special benefit factors described previously. Moreover, many of the homes and other improvements on parcels in the Benefit Zones would not have been built if the assessments were not established because an assessment for public landscaping was a condition of development approval.

Without the assessments, the public improvements within the Benefit Zones would not be maintained and would turn into brown, unmaintained and unusable public improvements and public lands. If this happened, it would create a significant and material negative impact on the desirability, utility and value of property in the Benefit Zone. The improvements are, therefore, clearly above what otherwise would be provided. In fact, it is reasonable to assume that if assessments were not collected and the improvements were not maintained as a result, properties in the Benefit Zones would decline in desirability, utility and value by significantly more than the amount of the assessments.

It is therefore concluded that all the landscaping improvements funded by the assessments are of 99% special benefit to the identified benefiting properties located within the Benefit Zones and that the value of the special benefits from such improvements to property in the Benefit Zones reasonably exceeds the cost of the assessments for every assessed parcel in the Benefit Zones. (In

other words, as required by Proposition 218: the reasonable cost of the proportional special benefit conferred on each parcel reasonably exceeds the cost of the assessments.)

The City owns, maintains, rehabilitates and replaces curb and gutter along the border of the Benefit Zone improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and plant growth, and provide a boundary for the improvements. The contribution from the County towards general benefit from the maintenance, rehabilitation and replacement of the curb and gutter is conservatively estimated to be 1%.

### **BENEFIT ZONES**

Because there are varying degrees of improvements throughout the boundaries of the District, three (3) separate and distinct benefit zones have been created. Benefit Zone 1 consists of all of the parcels that benefit from the construction, operation, maintenance and servicing of park and recreational facilities. In addition, Benefit Zone 1 consists of two sub-zones which includes all parcels that benefit from the construction of new park facilities. Benefit Zone 2 consists of all of the parcels that benefit from the construction, operation, maintenance and servicing of street lighting facilities. In addition, Benefit Zone 2 consists of one sub-zone which includes all parcels that benefit from the increased energy costs of street lights. Benefit Zone 3 consists of twenty-six (26) sub-zones and includes all of the parcels that benefit from the construction, operation, maintenance and servicing of landscaping facilities.

### **ASSESSMENT METHODOLOGY**

The total operation, maintenance and servicing cost for the park and recreational, street lighting and landscaping improvements are apportioned in accordance with the methodology that is consistent with standard assessment engineering practices. The method for spreading the costs to each parcel is based on the Equivalent Dwelling Unit (EDU) factor.

Since the assessment is levied on the owners of properties as shown on the tax rolls, the assessments must be assigned by Assessor's Parcel Number. If assessments were to be distributed by parcel, not considering land use, this would not be equitable, because a single-family parcel would be paying the same as a 50-unit apartment parcel or a large commercial establishment. Therefore, as previously stated, the total assessment costs are distributed to each parcel of land based on their pro-rata share of EDUs compared to the total number of EDUs within a benefit zone or benefit sub-zone. For example, if a single family residential parcel is assigned 1.00 EDU and there are a total of 100 EDUs within their benefit zone then the single family residential parcel would be responsible for 1.00% (1.00 EDU/100.00 EDUs) of the annual budget for that benefit zone.

Below is a summary of the assessment methodology used to allocate the costs for the operation, maintenance and servicing costs of the park and recreational, street lighting and landscaping improvements.

### **BENEFIT ZONE 1**

#### **COMMUNITY PARKS, LANDSCAPING AND RECREATION FACILITIES BENEFIT DETERMINATION**

The overall quality of life and desirability of an area is enhanced when public park and recreational facilities are in place, improved, operable, safe, clean and maintained. Conversely,

property desirability decreases when park and recreational facilities are unsafe or destroyed by the elements or vandalism.

Property desirability in an area also increases when there is an increase in the number of parks, recreation centers and sports facilities. These park and recreational facilities enable property owners to participate in sporting events, leisure activities, picnics, organized social events and other miscellaneous activities.

Studies in a number of communities, including counties and cities throughout the United States, have indicated that recreation areas and facilities, if well maintained and wisely administered, have caused a marked increase in the property values of parcels in the community. Consequently, such recreation and park facilities have proved to be an important factor in maintaining a sound economic condition and a high standard of livability in the community. These studies confirm the opinion long held by planning authorities as to the economic value of parks and recreational facilities in a community.

*“The recreation value is realized as a rise in the value of land and other property in or near the recreation area, and is of both private interest to the landowner and others, holding an economic stake in the area, and of public interest to the taxpayers, who have a stake”* (National Recreation and Park Association, June 1985)

*“Recreation and park amenities are central components in establishing the quality of life in a community [businesses] main resource is their employees for whom quality of life is an important issue. The availability and attractiveness of local parks and programs influences some companies relocation decisions the presence of a park encourages real estate development around it.”* (California Parks & Recreation, Winter 1997)

The benefit of parks and other recreational facilities to residential and commercial/industrial properties has been summarized by a number of studies. The United States Department of the Interior, National Park Service, in a publication of June 1984, concluded that:

- "Parks and recreation stimulate business and generate tax revenues."
- "Parks and recreation help conserve land, energy, and resources."
- "An investment in parks and recreation helps reduce pollution and noise, makes communities more livable, and increases property values."
- "Public recreation benefits all employers by providing continuing opportunities to maintain a level of fitness throughout one's working life, and through helping individuals cope with the stress of a fast-paced and demanding life."

Proper maintenance and operation of the parks within the District benefit those properties within the service areas of the parks by providing environmental quality and recreational enhancement. The amount of benefit received will vary with the different land use on the property. There are two categories from which the total benefit of a parcel is derived:

1. **Environmental Quality Benefit.** The improvement of the quality of air, visual aesthetics and attractiveness of the community as a place to live and work and do business.

2. **Recreation Enhancement Benefit.** The availability of usable and safe park and recreational facilities.

Recent studies have shown that adequate park and recreation facilities and recreation programs help to reduce crime and vandalism. This results in a savings to property owners by improved property values and promotes the well-being of the community.

#### COMMUNITY PARKS, LANDSCAPING AND RECREATION FACILITIES BENEFIT ASSESSMENT METHODOLOGY

The single-family residential parcel has been selected as the basic unit for the calculation of assessments and is defined as one (1) Equivalent Dwelling Unit (EDU). Commercial and industrial parcels benefit similarly to residential parcels because of increased property values and the ability to have their workers and patrons use the park and recreational facilities. Commercial and industrial parcels are assessed based on their acreage because larger parcels have the ability to generate larger pedestrian flows. The methodology used to assign EDUs to other land uses in proportion to the benefit they receive relative to the single-family residential parcel are shown below.

**Developed Single Family Residential** - The developed single-family parcel has been selected as the basic unit for calculation of the benefit assessments. This basic unit shall be called an **Equivalent Dwelling Unit (EDU)**. Parcels designated as developed single family residential uses per the Contra Costa County land use code, or those parcels that have had a building permit pulled prior to July 1 are assessed one (1.00) EDU.

**Developed Multiple Residential** - The EDUs for land designated as developed multi-family uses which includes condominiums, mobile homes and apartments are assessed a factor of one-half (0.50) EDU per dwelling unit (e.g. a parcel with a 100-unit apartment would be assessed 50 EDUs). Based on data from representative cities in Northern California, the multiple family residential factor of 50% is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with density per unit.

**Developed Commercial/Industrial, Recreational, Institutional, and Other Miscellaneous Uses** - Developed commercial and industrial properties include commercial, industrial, recreational, institutional or miscellaneous uses per the Contra Costa County land use codes. The parcels are assessed based upon the acreage of the parcel. In converting developed commercial/industrial properties to EDUs, the factor used was from the Contra Costa County's average single-family lot residential lot size. The parcels will be assessed one (1.00) EDU for the first acre or any portion thereof, one (1.00) EDU/acre for each additional acre up to a maximum of three (3.00) EDUs (3.00 acres). The minimum number of EDUs per parcel will be one (1.00) EDU.

**Undeveloped Single Family Residential** - Parcels defined as undeveloped single-family residential parcels will be assessed at 50% of the developed single-family rate.

**Undeveloped Non-Single Family Residential** - Parcels defined as undeveloped non-single family residential will be assessed at a 50% of the developed commercial/industrial rate. These parcels include undeveloped multi-family residential, commercial/industrial, recreational, institutional and other miscellaneous parcels. These parcels will be assessed at 0.50 EDUs per

acre or any portion thereof, with a minimum of 0.50 EDU per parcel and a maximum of 1.50 EDUs per parcel (3.00 acres). Incremental acreage greater than 3.00 acres is considered to be open space area and therefore receives no further assessment.

**Exempt** - Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

**COMMUNITY PARKS, LANDSCAPING AND RECREATION FACILITIES ASSESSMENT  
RATES BY ZONE**

The Fiscal Year 2016-17 Assessment Rates for Zone 1 are shown below. For further detail regarding annual revenues and expenditures in Zone 1, please see Appendix "B" in this Report.

- **Zone 1 (Community Parks, Landscaping & Recreation Facilities)**

9,087.85 EDU's for Fiscal Year 2016-17

Maximum Rate: \$31.88/EDU

FY2016-17 Rate: \$31.88/EDU

- **Zone 1-A (Community Parks, Landscaping & Recreation Facilities)**

Zone 1-A includes parcels added after FY 2004-05 that benefit from the construction, operation, and maintenance of park and recreation facilities that are anticipated to meet the City's Parks & Recreation Master Plan 2020 goal of 6.0 acres of parkland per 1,000 residents. Starting with FY 2004-05, all parcels with new developments are required to annex into Zone 1-A.

Formed: January 12, 2004 (Sub 8655)

2,516.30 EDU's for Fiscal Year 2016-17

Subdivision 8727 (27 units) annexed June 14, 2004

Subdivision 8725 (46 units) annexed Fiscal Year 2004-05, July 12, 2004

Subdivision 7655 (28 units) annexed Fiscal Year 2004-05, July 12, 2004

Subdivision 7590 (60 units) annexed Fiscal Year 2004-05, July 12, 2004

Subdivision 7760 (67 units) annexed Fiscal Year 2004-05, July 12, 2004

Subdivision 7426 (21 units) annexed Fiscal Year 2004-05, July 12, 2004

Subdivision 8765 (25 units) annexed Fiscal Year 2005-06, November 8, 2004

Subdivisions 8678 (100 units), 8679 (201 units) & 8680 (288 units), Fiscal Year 2006-07,  
November 14, 2005

Subdivisions 7662 (215 units), 7681 (40 units), & 8541 (354 units), Fiscal Year 2006-07,  
February 13, 2006

Subdivisions 8737 (58 units), 8973 (176 units), 8994 (109 units), Fiscal Year 2006-07; June 12,  
2006

Subdivision 8731 (400 units), Fiscal Year 2006-07; November 13, 2006

Subdivision 8734 (26 units) annexed Fiscal Year 2007-08, July 9, 2007

Subdivision 8736 (42 units) annexed Fiscal Year 2007-08, July 9, 2007

Subdivision 8916 (41 units) annexed Fiscal Year 2007-08, July 9, 2007

Subdivision 8530 (110 units) annexed Fiscal Year 2007-08, July 9, 2007

Subdivision 8981 (17 units) annexed Fiscal Year 2007-08, July 9, 2007

Subdivision 8823 (6 units) annexed Fiscal Year 2007-08, July 9, 2007

Subdivision 8843 (13 units) annexed Fiscal Year 2007-08, July 9, 2007

Subdivision 8985 (11 units) annexed Fiscal Year 2007-08, July 9, 2007

Subdivision 9183 (11 units) annexed Fiscal Year 2012-13, August 9, 2011

Subdivision 9199 (43 units) annexed Fiscal Year 2012-13, August 9, 2011

Subdivision 9274 (117 units) annexed Fiscal Year 2012-13, August 9, 2011

Laurel Plaza Shopping Center (6.88 acres of Commercial) annexed Fiscal Year 2012-13,  
August 9, 2011

Immanuel Baptist Church(5.00 EDUs) annexed Fiscal Year 2012-13, August 9, 2011  
Corporation for Better Housing (242 MFR and 206 Senior units) annexed Fiscal Year 2012-  
13, August 9, 2011

Minor Subdivision 09-976 (.99 Acres) annexed Fiscal Year 2012-13, August 9, 2011  
4411 Live Oak Avenue (041-021-029) (1 unit) proposed to be annexed Fiscal Year 2015-16, July  
2015

Subdivision 9104 (20 units) proposed to be annexed Fiscal Year 2015-16, July 2015

The maximum assessment rate of \$211.33 per Equivalent Dwelling Unit for Benefit Zone 1-A was approved in Fiscal Year 2004-05, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI was the rate set on April, 2004 by the Bureau of Labor and Statistics which was 198.3. The CPI as of February 2016 is 262.60.

**Maximum Rate: \$279.86/EDU**  
**FY2016-17 Rate: \$279.86/EDU**

- **Zone 1-B (Summer Lake Community Park) – Subdivisions 8900, 8955, & 7562**  
Zone 1-B includes parcels benefiting from the Summer Lake Community Park and was created by Contra Costa County in FY 2005-06 as part of the Summer Lake Development to provide additional funding for the Summer Lake Park and other Community Parks, landscaping, and recreational facilities.

Formed: April 25, 2006 (by Contra Costa County)

**612.87 EDU's**  
**for Fiscal Year 2016-17**

The maximum assessment rate of \$805.71 per Equivalent Dwelling Unit for Benefit Zone 1-B was approved in Fiscal Year 2005-06, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI was the rate set on June, 2005 by the Bureau of Labor and Statistics which was 201.2. The CPI as of February 2016 is 262.60. The maximum rate for FY2016-17 is \$1,020.79/EDU. However, the anticipated FY 2016-17 expenditures are less than the maximum assessment rate would produce in revenue, therefore the actual rate for FY 2016-17 will be set at \$279.86/EDU, which is equal to the rate in Zone 1-A.

**Maximum Rate:**  
**\$1,051.59/EDU**

**FY2016-17 Rate:**  
**\$279.86/EDU**



**BENEFIT ZONE 2**

**STREET LIGHTING BENEFIT DETERMINATION**

The proper functioning of street lighting throughout the City of Oakley is imperative for the welfare of the property owners. Street lighting provides protection to pedestrian traffic by illuminating the sidewalk and street crossing areas during nighttime hours. In addition, the proper operation, maintenance, and servicing of a street lighting system benefits properties by providing additional security for the pedestrian traffic and reduces the possibility of vandalism to property during nighttime hours.

**STREET LIGHTING BENEFIT ASSESSMENT METHODOLOGY**

The degree of benefit for each parcel is determined by the use of each individual parcel, the intensity of illumination provided, the number of pedestrians generated and the enhanced security during hours of darkness. Benefit Zone 2 has been established to identify the parcels that benefit from these street lighting improvements.

**Developed Single Family Residential** - The single-family residential parcel is considered one unit of benefit (1.00 EDU). All other land uses have been analyzed to determine the benefit they receive from the intensity of illumination provided, the number of pedestrians generated by their property and the enhanced security to their property during hours of darkness compared to that of a single-family residential parcel.

**Other Land Uses** - All other land uses have been analyzed to determine the intensity of illumination provided, the number of pedestrians generated by their property and the enhanced security to their property during hours of darkness. For a detailed listing of the equivalent dwelling unit factors for each land use refer to Appendix "C".

**Exempt** - Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

**FY 2016-17 - STREET LIGHTING ASSESSMENT RATES BY ZONE**

The Fiscal Year 2016-17 Assessment Rates for Zone 2 are shown below. For further detail regarding Zone 2 annual revenues and expenditures, please see Appendix "B" in this Report.

• **Zone 2 (Oakley Street Lighting Facilities)**

9,097.00 EDU's for Fiscal Year 2016-17

Maximum Rate: \$14.94/EDU

FY2016-17 Rate: \$14.94/EDU

- **Zone 2-A (Oakley Street Lighting Facilities)**

Zone 2-A includes parcels that benefit from the construction, operation, and maintenance of increased lighting after FY 2006-07. Starting with FY 2006-07, all parcels with new developments are required to annex into Zone 2-A.

Formed: June 12, 2006  
1,570.50 EDU's for Fiscal Year 2016-17

- Subdivision 8731 (400 units), Fiscal Year 2006-07; November 13, 2006
- Subdivision 7562, 8900, & 8955 (632 EDUs), Fiscal Year 2007-08
- Subdivision 8734 (26 units) annexed Fiscal Year 2007-08, July 9, 2007
- Subdivision 8736 (42 units) annexed Fiscal Year 2007-08, July 9, 2007
- Subdivision 8916 (41 units) annexed Fiscal Year 2007-08, July 9, 2007
- Subdivision 8530 (110 units) annexed Fiscal Year 2007-08, July 9, 2007
- Subdivision 8981 (17 units) annexed Fiscal Year 2007-08, July 9, 2007
- Subdivision 8823 (6 units) annexed Fiscal Year 2007-08, July 9, 2007
- Subdivision 8843 (13 units) annexed Fiscal Year 2007-08, July 9, 2007
- Subdivision 8985 (11 units) annexed Fiscal Year 2007-08, July 9, 2007
- Subdivision 9183 (11 units) annexed Fiscal Year 2012-13, August 9, 2011
- Subdivision 9199 (43 units) annexed Fiscal Year 2012-13, August 9, 2011
- Subdivision 9274 (117 units) annexed Fiscal Year 2012-13, August 9, 2011
- Laurel Plaza Shopping Center (6.88 acres of Commercial) annexed Fiscal Year 2012-13, August 9, 2011
- Immanuel Baptist Church(5.00 EDUs) annexed Fiscal Year 2012-13, August 9, 2011
- Corporation for Better Housing (242 MFR and 206 Senior units) annexed Fiscal Year 2012-13, August 9, 2011
- Minor Subdivision 09-976 (.99 Acres) annexed Fiscal Year 2012-13, August 9, 2011
- Summer Lake South Development
- 4411 Live Oak Avenue (041-021-029) (1 unit) proposed to be annexed Fiscal Year 2015-16, July 2015
- Subdivision 9104 (20 units) proposed to be annexed Fiscal Year 2015-16, July 2015

The maximum assessment rate of \$42.81 per Equivalent Dwelling Unit for Benefit Zone 2-A was approved in Fiscal Year 2005-06, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI was the rate set on April, 2005 by the Bureau of Labor and Statistics which was 202.50. The CPI as of February 2016 is 262.60.

**Maximum Rate: \$55.52/EDU**  
**FY2016-17 Rate: \$55.52/EDU**

**BENEFIT ZONE 3**  
**INTERIOR LANDSCAPING/NEIGHBORHOOD PARKS**

Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings. In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

*"... there is no lack of opinion, based on general principals and experience and common sense, that parkways do in fact add value to property, even though the amount cannot be determined exactly. Indeed, in most cases where public money has been spent for parkways the assumption has been definitely made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City,..."*

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping alongside the roadway.

Proper maintenance and operation of the roadway landscaping provides beautification and enhancement of the desirability of surroundings. The roadway landscaping maintained by each subzone typically includes the entryways into each geographical area and as such provide beautification to the subzone. These improvements provide special and direct benefit to each property located within the subzone.

**LANDSCAPING BENEFIT ASSESSMENT METHODOLOGY**

The single-family residential parcel has been selected as the basic unit for the calculation of assessments and is defined as one (1) Equivalent Dwelling Unit (EDU). Commercial and industrial parcels benefit similarly to residential parcels because of increased property values and the desirability of their location. Commercial and industrial parcels are assessed based on their acreage because larger parcels have the ability to generate larger pedestrian flows. The methodology used to assign EDUs to other land uses in proportion to the benefit they receive relative to the single-family residential parcel are shown below.

**Developed Single Family Residential** - The developed single-family parcel has been selected as the basic unit for calculation of the benefit assessments. Parcels designated as developed single family residential uses per the Contra Costa County land use code, or those parcels that have had a building permit pulled prior to July 1 are assessed one (1.00) EDU.

**Developed Multiple Residential** - The EDUs for land designated as developed multi-family uses which includes condominiums, mobile homes and apartments are assessed a factor of one-half (0.50) EDU per dwelling unit (e.g. a parcel with a 100-unit apartment would be assessed 50 EDUs). Based on data from representative cities in Northern California, the multiple family residential factor of 50% is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with density per unit.

**Developed Commercial/Industrial, Recreational, Institutional, and Other Miscellaneous Uses** - Developed commercial and industrial properties include commercial, industrial, recreational, institutional or miscellaneous uses per the Contra Costa County land use codes. The parcels are assessed based upon the acreage of the parcel. In converting developed

commercial/industrial properties to EDUs, the factor used was from the Contra Costa County's average single-family lot residential lot size. The parcels will be assessed one (1.00) EDU for the first acre or any portion thereof, one (1.00) EDU/acre for each additional acre up to a maximum of three (3.00) EDUs (3.00 acres). The minimum number of EDUs per parcel will be one (1.00) EDU.

**Undeveloped Single Family Residential** - Parcels defined as undeveloped single-family residential parcels will be assessed at 50% of the developed single-family rate.

**Undeveloped Non-Single Family Residential** - Parcels defined as undeveloped non-single family residential will be assessed at a 50% of the developed commercial/industrial rate. These parcels include undeveloped multi-family residential, commercial/industrial, recreational, institutional and other miscellaneous parcels. These parcels will be assessed at 0.50 EDUs per acre or any portion thereof, with a minimum of 0.50 EDU per parcel and a maximum of 1.50 EDUs per parcel (3.00 acres). Incremental acreage greater than 3.00 acres is considered to be open space area and therefore receives no further assessment.

**Exempt** - Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial and institutional activities.

#### **FY 2016-17 - LANDSCAPING ASSESSMENT RATES BY ZONE**

The Fiscal Year 2016-17 Assessment Rates for each of the Subzones in Zone 3 are shown below. For further detail regarding the annual revenue and expenditures for each Subzone, please see Appendix "B" in this Report.

- **Zone 3-1 (Vintage Parkway)** Subdivisions 6333, por. 6452 & 6576 & 6577, 6821, 6862, 7089, 7193, 7229, 7372, 7585, & 7654

Formed: July 16, 1985  
1,274.00 EDU's

Maximum Rate: \$57.86/EDU  
FY2016-17 Rate: \$57.86/EDU

- **Zone 3-2 (Oakley Ranch)** Subdivision 6634

Formed: April 21, 1987  
133.00 EDU's

Maximum Rate: \$198.84/EDU  
FY2016-17 Rate: \$198.84/EDU

- Zone 3-3 (Empire) Subdivision 6656

Formed: June 16, 1987  
45.00 EDU's

Maximum Rate: \$100.76/EDU  
FY2016-17 Rate: \$100.76/EDU

- Zone 3-4 (Oakley Town Center) ) Subdivision 7045

Formed: May 9, 1989  
9.17 Acres

Maximum Rate: \$1,193.16/Acre  
FY2016-17 Rate: \$1,193.16/Acre

- Zone 3-5 (Oak Grove) Subdivisions 6922 & 6927

Formed: August 13, 1991  
Additional Parcels Annexed: June 20, 1995  
149.50 EDU's

Maximum Rate: \$190.00/EDU  
FY2016-17 Rate: \$190.00/EDU

- Zone 3-6 (Laurel Woods/Luna Estates) Subdivisions 6971 & 7489.

Formed: August 1, 1989; Tract 7489: April 28, 1992  
60.00 EDU's

Maximum Rate: \$127.80/EDU  
FY2016-17 Rate: \$127.80/EDU

- Zone 3-7 (South Forty) Subdivision 6969

Formed: August 7, 1990  
52.50 EDU's

Maximum Rate: \$185.00/EDU  
FY2016-17 Rate: \$185.00/EDU

- Zone 3-8 (Claremont) Subdivision 7163

Formed: August 13, 1991  
50.00 EDU's

Maximum Rate: \$152.56/EDU  
FY2016-17 Rate: \$152.56/EDU

- Zone 3-9 (Gateway) Subdivisions 6394, 6488, 6571, 6613, 6664, 6726, 6727, 6762, 6764 & 6858.

Formed: July 31, 1990  
459.00 EDU's

Maximum Rate: \$40.00/EDU  
FY2016-17 Rate: \$40.00/EDU

- Zone 3-10 (Countryside aka Village Green) Subdivisions 7164, & 7293

Formed: October 2, 1990  
20.50 EDU's

Maximum Rate: \$125.00/EDU  
FY2016-17 Rate: \$125.00/EDU

- Zone 3-11 (Country Fair aka Meadow Glen) Subdivision 6840

Formed: August 6, 1991  
32.00 EDU's

Maximum Rate: \$169.48/EDU  
FY2016-17 Rate: \$169.48/EDU

- Zone 3-12 (California Sunrise) Subdivision 7365

Formed: November 19, 1991  
128.00 EDU's

Maximum Rate: \$27.36/EDU  
FY2016-17 Rate: \$27.36/EDU

- Zone 3-13 (California Visions aka Laurel Heights) Subdivision 7667

Formed: November 17, 1992  
96.00 EDU's

Maximum Rate: \$125.00/EDU  
FY2016-17 Rate: \$125.00/EDU

- Zone 3-14 (Claremont Heritage) Subdivisions 7775, 7367, and 7366

Formed as Zone 41: November 17, 1992  
Tracts 7366, 7367 Annexed: July 26, 1994  
114.00 EDU's

The maximum assessment rate was approved at \$177.90 per Equivalent Dwelling Unit. However in FY2016-17 the rate has been reduced to \$160.00 per Equivalent Dwelling Unit.

Maximum Rate: \$160.00/EDU  
FY2016-17 Rate: \$160.00/EDU

- Zone 3-15 (Country Fair aka Meadow Glen II) Subdivisions 6867, 6980, 6996, 7003, 7090, 7165, 7330, 7368, 7385, 7704, 7707, 7808, 7830, 7831, 7832, 7833, 8725, 7655, 7590, 7760, 7426 8823, 8843, & DR 3022-94

Formed: July 26, 1994  
888.00 EDU's

Subdivision 8725 (48 units) annexed Fiscal Year 2004-05, July 12, 2004  
Subdivision 7655 (28 units) annexed Fiscal Year 2004-05, July 12, 2004  
Subdivision 7590 (60 units) annexed Fiscal Year 2004-05, July 12, 2004  
Subdivision 7760 (67 units) annexed Fiscal Year 2004-05, July 12, 2004  
Subdivision 7426 (21 units) annexed Fiscal Year 2004-05, July 12, 2004  
Subdivision 8823 (6 units) annexed Fiscal Year 2007-08, July 9, 2007  
Subdivision 8843 (13 units) annexed Fiscal Year 2007-08, July 9, 2007

There are also 50 additional senior units located within in Zone 3-15, but the improvements are privately maintained. The maximum annual assessment for the 50 senior units is \$8,541.00. The applicant (Ecumenical Association for Housing) requested that the landscaping improvements for this development be maintained privately because of the manner in which the project was designed. By having this area privately landscaped, it will allow more privacy for the senior citizen residents. The estimated maintenance costs for DP3022-94 will therefore not be included in the annual maintenance cost in FY 2016-17.

Maximum Rate: \$138.00/EDU  
FY2016-17 Rate: \$138.00/EDU

- Zone 3-16 (Sundance) Subdivision 7837

Formed: December 20, 1994  
81.00 EDU's

Maximum Rate: \$110.00/EDU  
FY2016-17 Rate: \$110.00/EDU

- Zone 3-17 (Laurel Anne) Subdivisions 6935, 6963, 7809, 8650, 8708, 8748, 8752, 8816, & 8822

Formed: June 20, 1995  
320.50 EDU's

Maximum Rate: \$273.16/EDU  
FY2016-17 Rate: \$273.16/EDU

- Zone 3-18 (Country Place) Subdivisions 6968, 7640, MS 7-95, & 7946

Formed: June 20, 1995  
Subdivision 6968 (42 units) annexed Fiscal Year 2002-03  
130.00 EDU's

Maximum Rate: \$180.00/EDU  
FY2016-17 Rate: \$180.00/EDU

- Zone 3-19 (Laurel Crest) Subdivisions 7630, 7657, 7658, 8168, 8169, 8403, 8440, & 8655

Formed: May 5, 1998  
435.00 EDU's

Sub 7658, 8168, 8169, 8656 (154 units) annexed Fiscal Year 2001-02  
Sub 8403 (72 units) annexed Fiscal Year 2002-03, November 13, 2001  
Sub 8655 (34 units) annexed Fiscal Year 2004-05, January 12, 2004

Maximum Rate: \$200.00/EDU  
FY2016-17 Rate: \$200.00/EDU



- Zone 3-20 (Marsh Creek Glenn) Subdivisions 7689, 8391, 8504, 8648, 8727, & 8765

Formed: May 14, 2001  
288.00 EDU's

Subdivision 8504 (12 units) annexed September 9, 2002  
Subdivision 8727 (27 units) annexed Fiscal Year 2004-05, June 14, 2004  
Subdivision 8765 (25 units) annexed Fiscal Year 2005-06, November 8, 2004

The maximum assessment rate for Benefit Zone 3-20 was approved in FY 2001-02 at \$225.00 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on June 30, 2001 by the Bureau of Labor and Statistics which was 190.9. The CPI as of February 2016 is 262.60.

**Maximum Rate: \$309.51/EDU**  
**FY2016-17 Rate: \$309.51/EDU**

- Zone 3-21 (Quail Glen) Subdivision 7359, 7235, 7358, & 7467

Formed: July 8, 2002  
Subdivisions 7235, 7358 & 7467 (67 units) annexed September 2002  
103.00 EDU's

4411 Live Oak Avenue (041-021-029) (1 unit) proposed to be annexed Fiscal Year 2015-16, July 2015  
1.00 EDU's

The maximum assessment rate for Benefit Zone 3-21 was approved in FY 2002-03 at \$200.00 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on June 30, 2002 by the Bureau of Labor and Statistics which was 193.2. The CPI as of February 2016 is 262.60.

The maximum assessment rate for Benefit Zone 3-21A is proposed to be set at \$922.33/EDU. This is to account for the landscaping located on the west and east side of the parcel that is to be maintained.

**Zone 3-21 Maximum Rate: \$271.84/EDU**  
**Zone 3-21 FY2016-17 Rate: \$271.84/EDU**

**Zone 3-21A Maximum Rate: \$922.33/EDU**  
**Zone 3-21A FY2016-17 Rate: \$922.33/EDU**

- Zone 3-22 (Cypress Grove) Subdivision 8678, 8679, & 8680

Formed: November 14, 2005  
589.00 EDU's

The maximum assessment rate for Benefit Zone 3-22 was approved in FY 2006-07 at \$343.90 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on April 2006 by the Bureau of Labor and Statistics which was 208.90. The CPI as of February 2016 is 262.60.

Maximum Rate: \$432.30/EDU  
FY2016-17 Rate: \$432.30/EDU

- Zone 3-23 (South Oakley) Subdivisions 7662, 7681, 8541, 8530, 8734, 8736, 8916, 8981, 9183 & 9104.

Formed: February 13, 2006  
708.50 EDU's

Subdivision 8530 (110 units) annexed Fiscal Year 2007-08, July 9, 2007  
Subdivision 8734 (26 units) annexed Fiscal Year 2007-08, July 9, 2007  
Subdivision 8736 (42 units) annexed Fiscal Year 2007-08, July 9, 2007  
Subdivision 8916 (41 units) annexed Fiscal Year 2007-08, July 9, 2007  
Subdivision 8981 (17 units) annexed Fiscal Year 2007-08, July 9, 2007  
Subdivision 9183 (11 units) annexed Fiscal Year 2012-13, August 9, 2011  
Subdivision 9104 (20 units) proposed to be annexed Fiscal Year 2015-16, July 2015

The maximum assessment rate for Benefit Zone 3-23 was approved in FY 2006-07 at \$398.60 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on April 2006 by the Bureau of Labor and Statistics which was 208.90. The CPI as of February 2016 is 262.60.

Maximum Rate: \$501.06/EDU  
FY2016-17 Rate: \$501.06/EDU

- Zone 3-24 (Reserve/Stonebrook) Subdivision 8737, 8973, 8994

Formed: January 12, 2006  
117.00 EDU's

The maximum assessment rate for Benefit Zone 3-24 was approved in FY 2006-07 at \$598.73 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on April 2006 by the Bureau of Labor and Statistics which was 208.90. The CPI as of February 2016 is 262.60. However, in FY2016-17 the rate assessed will be \$250.00/EDU.

**Maximum Rate: \$752.64/EDU**  
**FY2016-17 Rate: \$250.00/EDU**

- Zone 3-25 (Magnolia Park) Subdivision 8731

Formed: November 13, 2006  
552.50 EDU's

Subdivision 9199 (43 units) annexed Fiscal Year 2012-13, August 9, 2011  
Subdivision 9274 (117 units) annexed Fiscal Year 2012-13, August 9, 2011

The maximum assessment rate for Benefit Zone 3-25 was approved in FY 2006-07 at \$1,100.55 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on June 2006 by the Bureau of Labor and Statistics which was 209.10. The CPI as of February 2016 is 262.60. However, in FY2016-17 the rate assessed will be \$1,000.00/EDU.

**Maximum Rate: \$1,382.14/EDU**  
**FY2016-17 Rate: \$1,000.00/EDU**

- Zone 3-26 (Summer Lake South) Subdivision 8900, 8955, & 7562.

Formed: April 25, 2006 (by Contra Costa County)  
608.87 EDU's

The maximum assessment rate for Benefit Zone 3-26 was approved in FY 2005-06 at \$1,353.53 per Equivalent Dwelling Unit, which may be annually adjusted based upon the previous year's change in the Consumer Price Index (CPI) for the San Francisco Bay Area All Urban Consumers. The base CPI is the rate set on June 2005 by the Bureau of Labor and Statistics which was 201.20. The CPI as of February 2016 is 262.60. However, in FY2016-17 the rate assessed will be \$450.00 per Equivalent Dwelling Unit.

**Maximum Rate: \$1,810.26/EDU**  
**FY2016-17 Rate: \$450.00/EDU**

PART E

PROPERTY OWNER LIST & ASSESSMENT ROLL

The total assessment amount for each Zone and the proposed assessment amount apportioned to each parcel for Fiscal Year 2016-17, in proportion to the benefit received by each parcel from the improvements, is contained in the Assessment Roll, which is on file in the Office of City Clerk of the City of Oakley and shown in Appendix "D".

The Assessment Roll includes a list of all parcel numbers within the District that have been updated to match the last equalized Property Tax Roll of the Contra Costa County Assessor, which by reference is hereby made a part of this report. The last equalized Property Tax Roll includes a description of each parcel and shall govern for all details concerning the description of the parcels.

The total proposed assessments for the 2016-17 Fiscal Year are \$1,165,434 for community park, landscaping and recreation facilities, \$223,096 for street lighting facilities and \$2,141,965 for landscaping facilities for a total of \$3,530,495 .

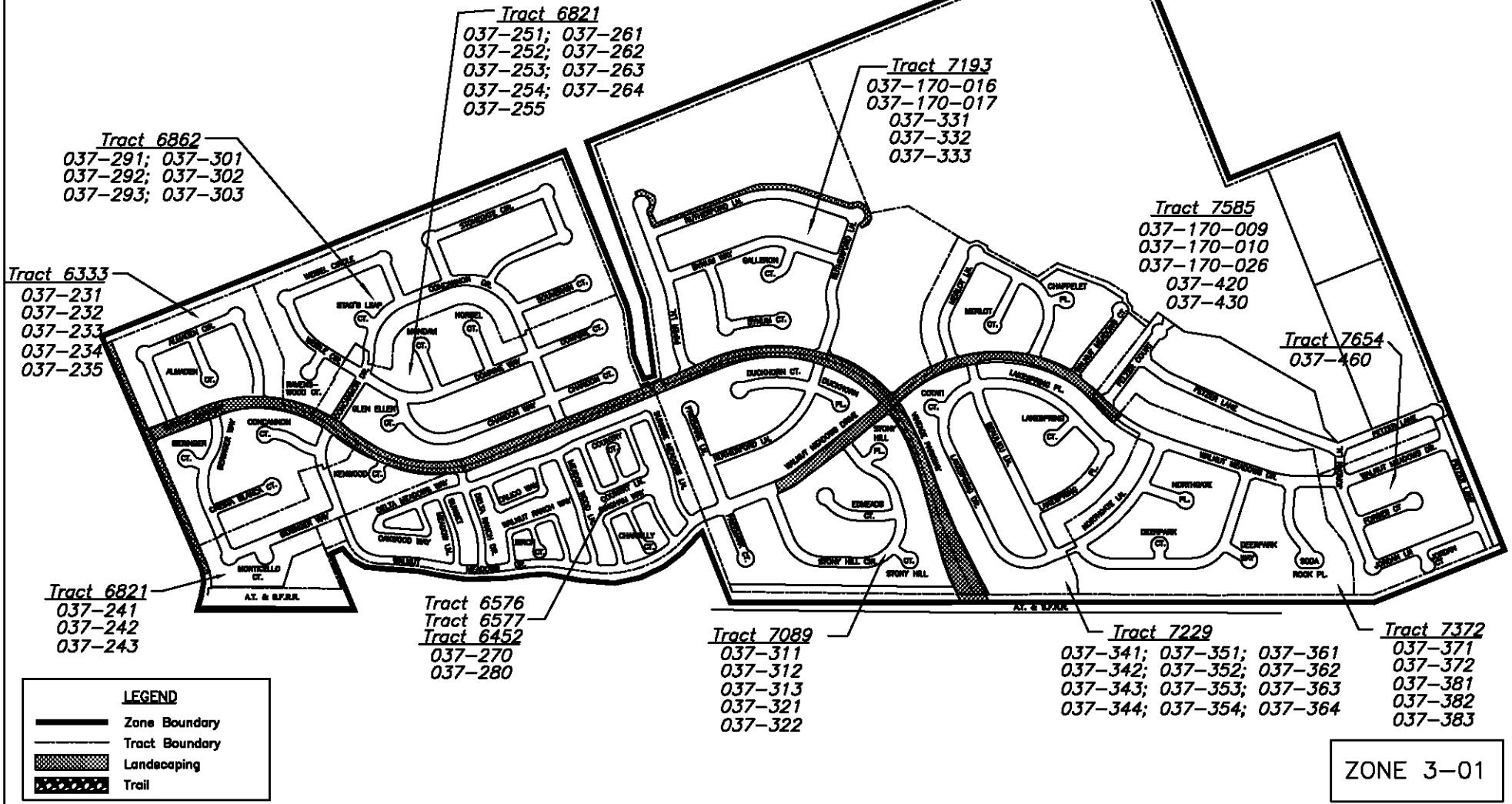
APPENDIX A

Zone 3 (Interior Landscaping/Neighborhood Parks)  
Subzone Detailed Diagrams

# ASSESSMENT DIAGRAM CITY OF OAKLEY LANDSCAPE IMPROVEMENTS VINTAGE PARKWAY



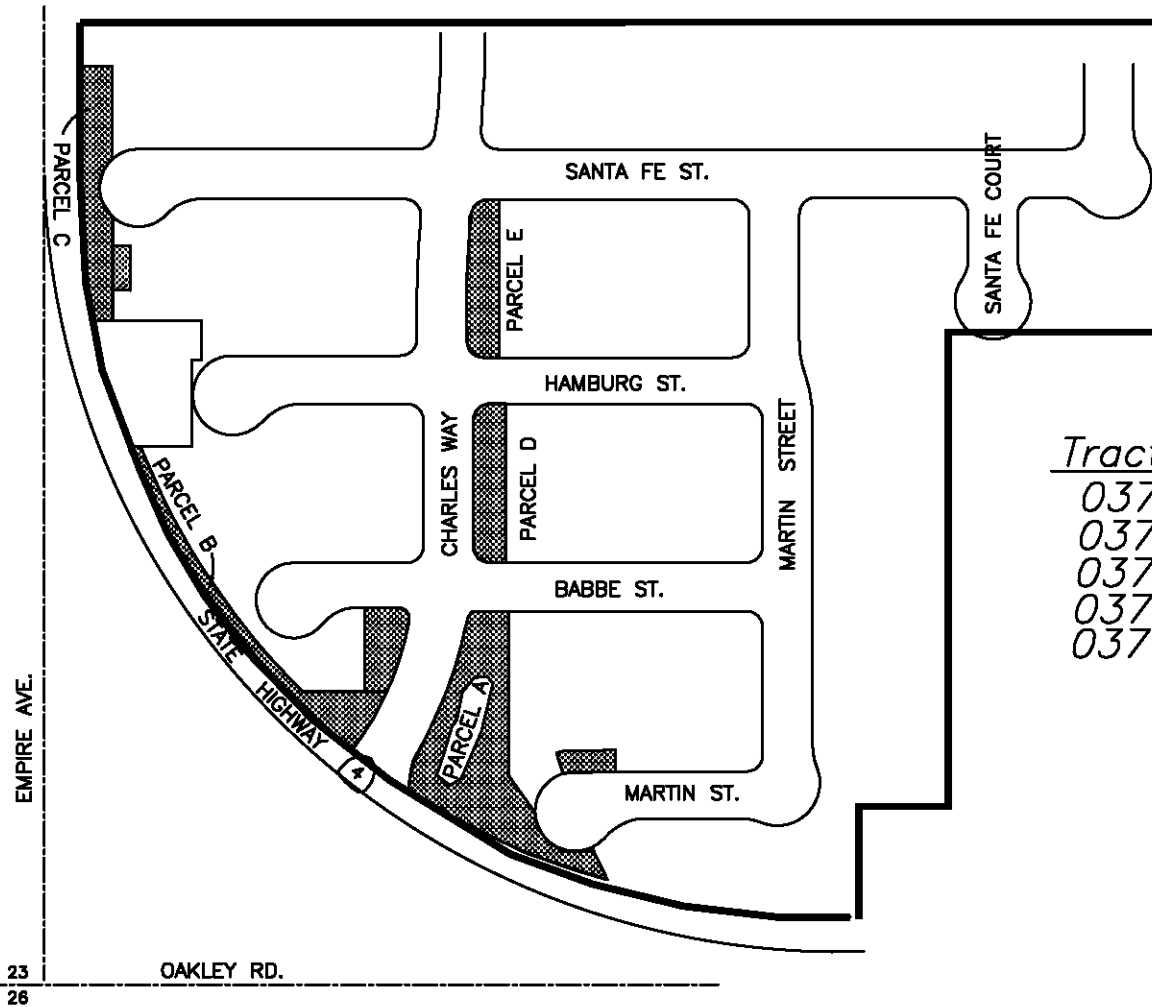
NOT TO SCALE



ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
OAKLEY RANCH



NOT TO SCALE



Tract 6634  
 037-121  
 037-122  
 037-123  
 037-124  
 037-125

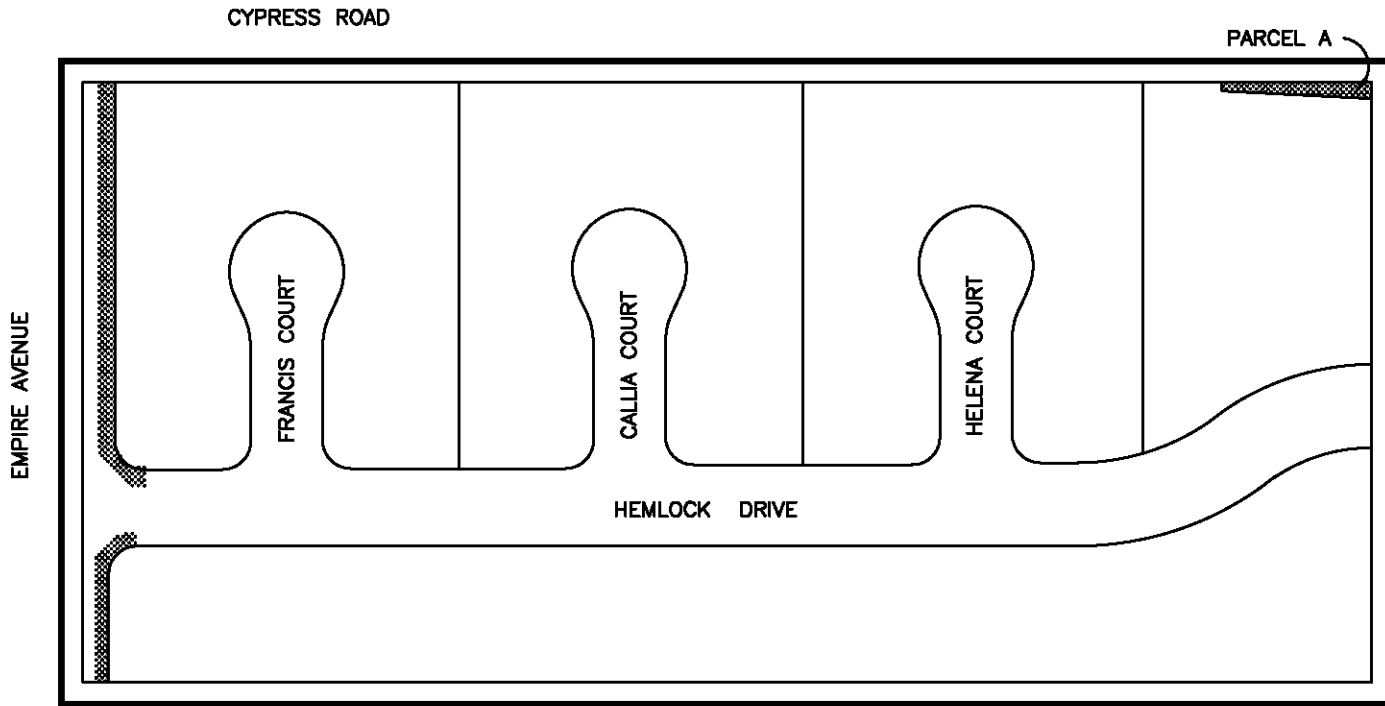
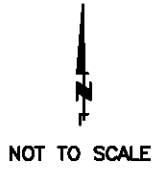
**LEGEND**

- Zone Boundary
- Tract Boundary
- Landscaping
- Trail

ZONE 3-02

22 23  
27 26

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
EMPIRE



Tract 6656  
035-611  
035-612

LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

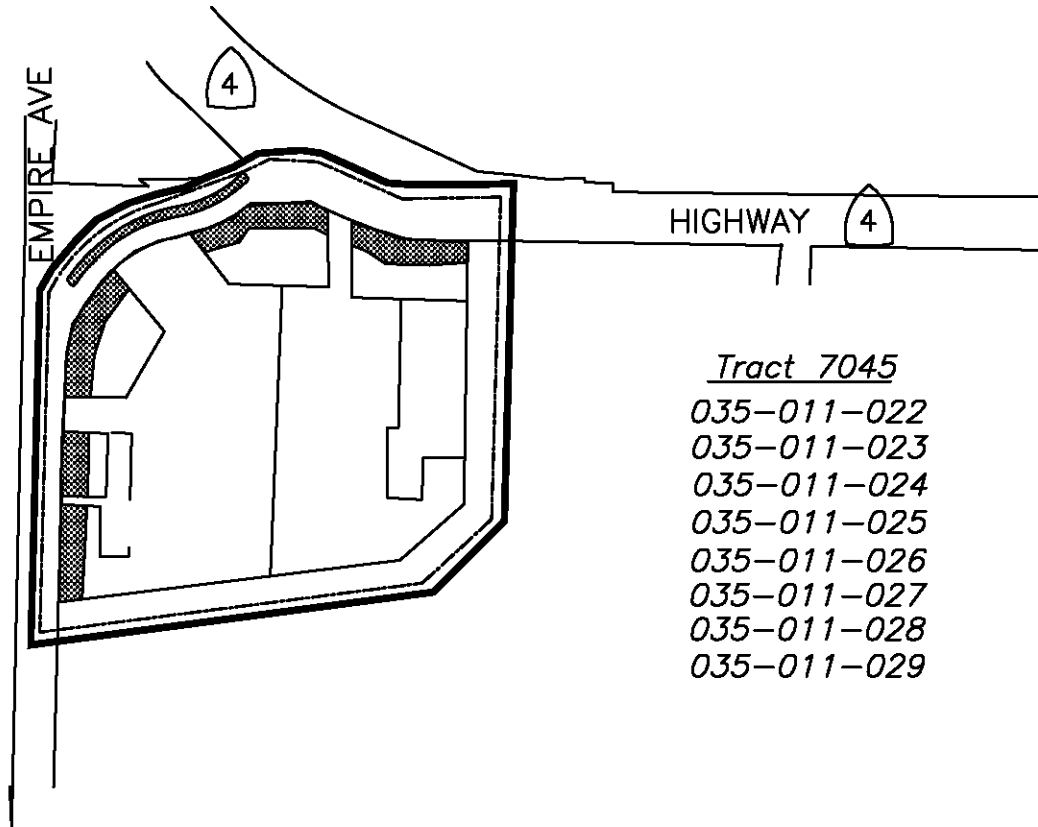
ZONE 3-03



ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
OAKLEY TOWN CENTER



NOT TO SCALE



Tract 7045

- 035-011-022
- 035-011-023
- 035-011-024
- 035-011-025
- 035-011-026
- 035-011-027
- 035-011-028
- 035-011-029

**LEGEND**

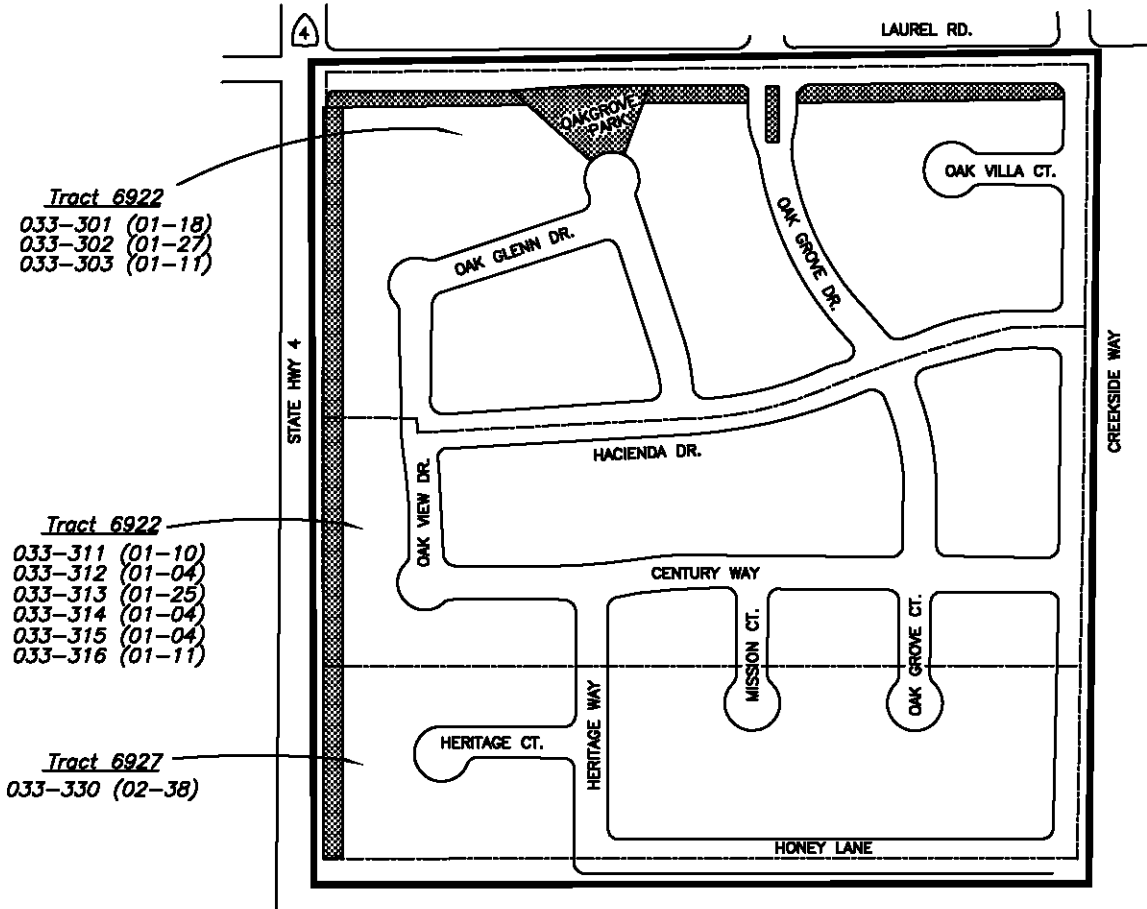
- Zone Boundary
- Tract Boundary
- Landscaping
- Trail

ZONE 3-04

# ASSESSMENT DIAGRAM CITY OF OAKLEY LANDSCAPE IMPROVEMENTS OAKGROVE



NOT TO SCALE



**LEGEND**

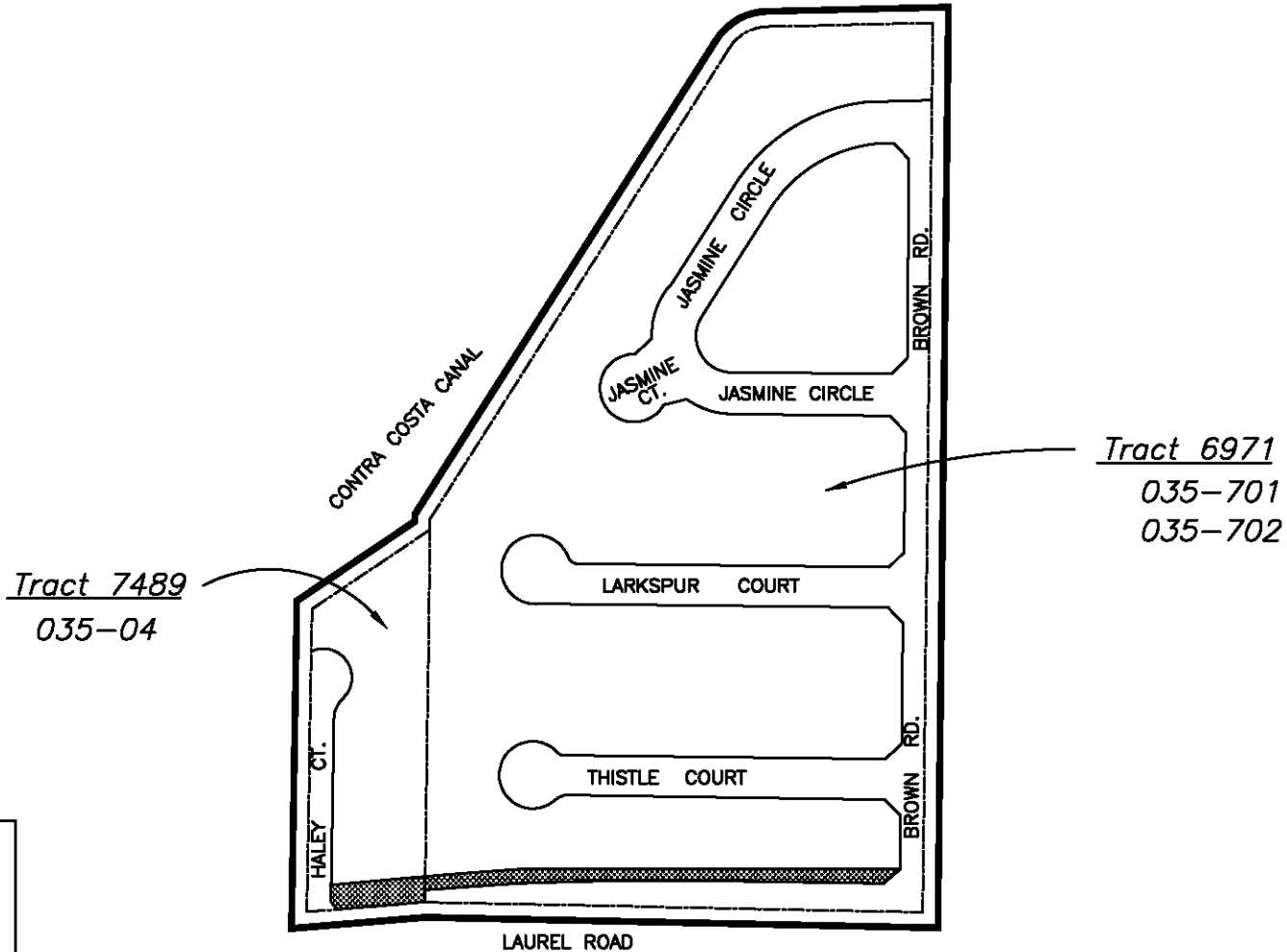
- Zone Boundary
- Tract Boundary
- Landscaping
- Trail

ZONE 3-05

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
LAUREL WOODS & LUNA ESTATES



NOT TO SCALE



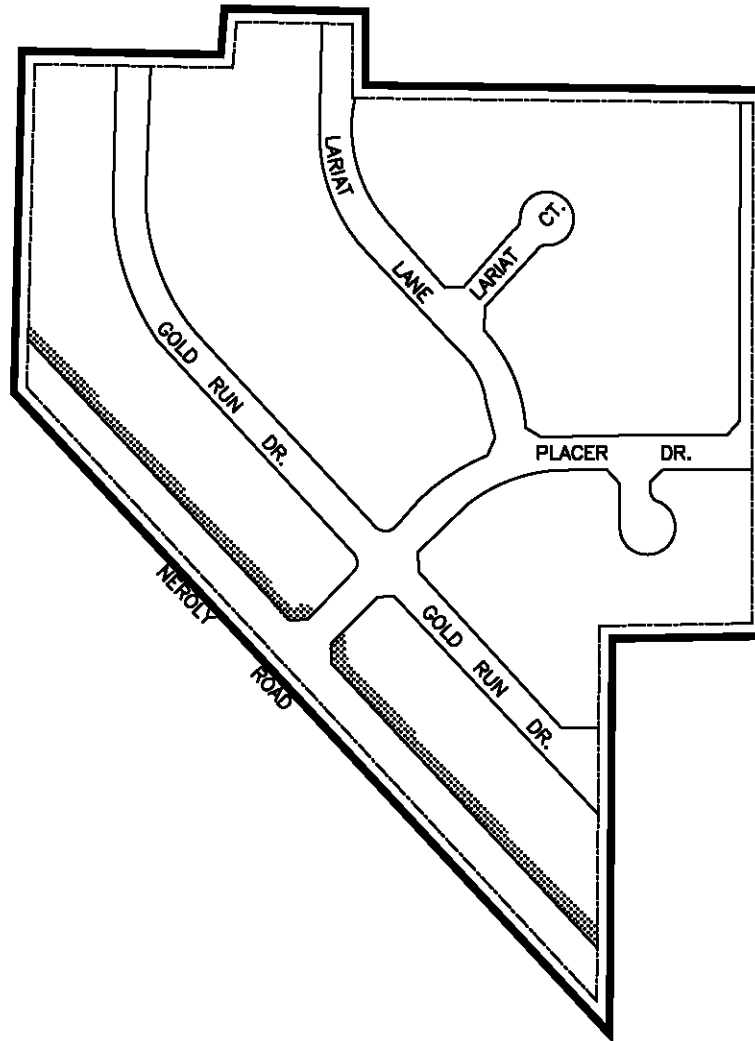
LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

ZONE 3-06

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
SOUTH FORTY




NOT TO SCALE



Tract 6969

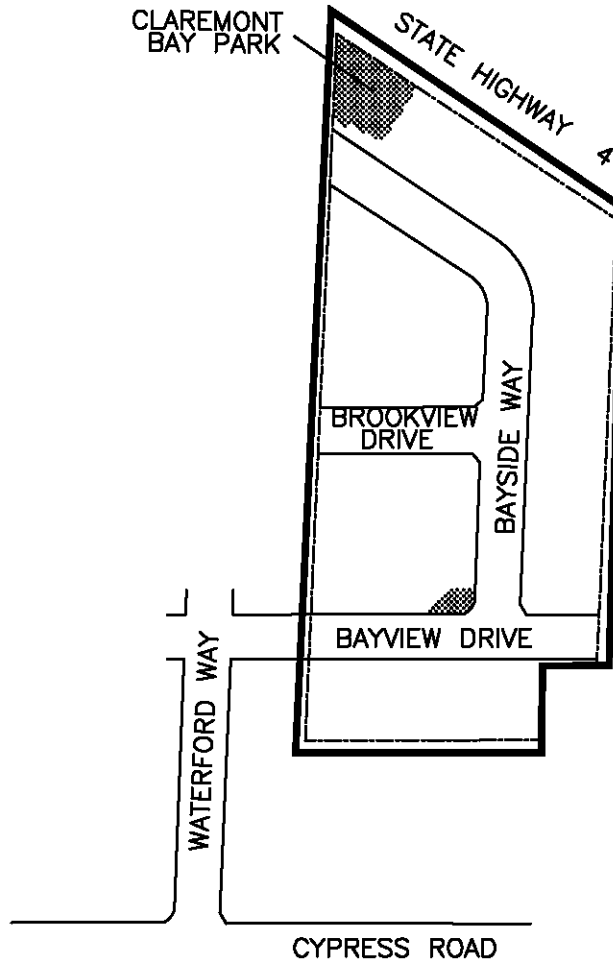
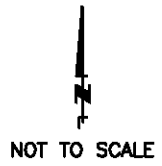
- 041-141
- 041-142
- 041-143
- 041-151
- 041-152

**LEGEND**

-  Zone Boundary
-  Tract Boundary
-  Landscaping
-  Trail

ZONE 3-07

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
CLAREMONT BAY

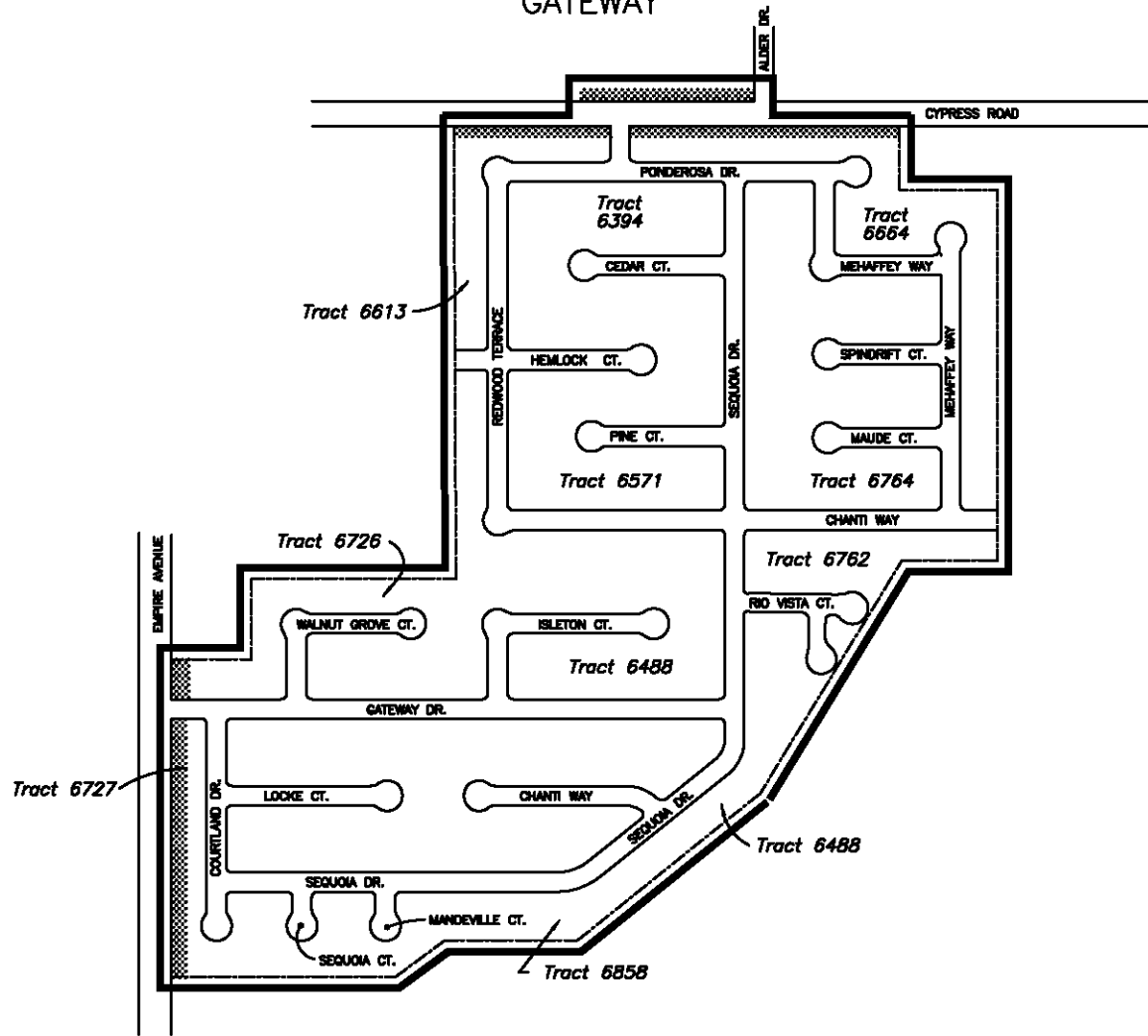
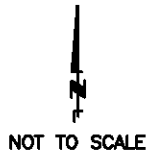


Tract 7163  
035-730

LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

ZONE 3-08

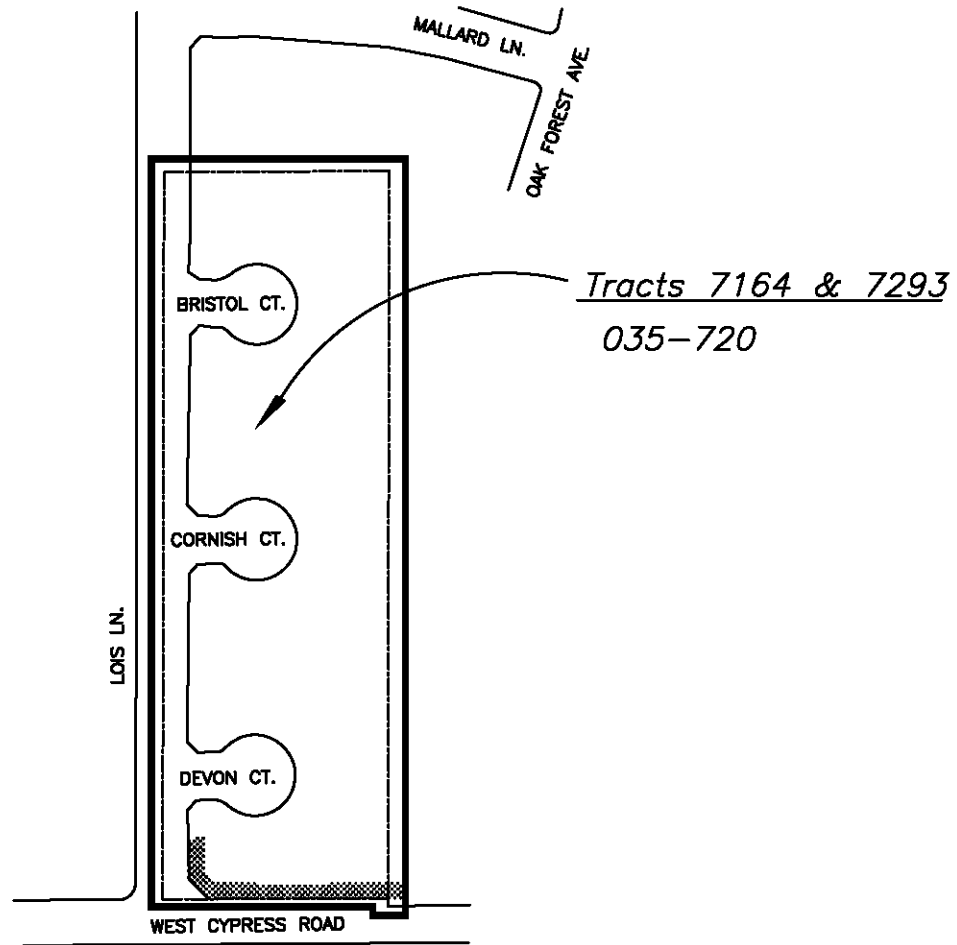
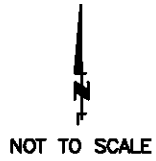
# ASSESSMENT DIAGRAM CITY OF OAKLEY LANDSCAPE IMPROVEMENTS GATEWAY



LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

ZONE 3-09

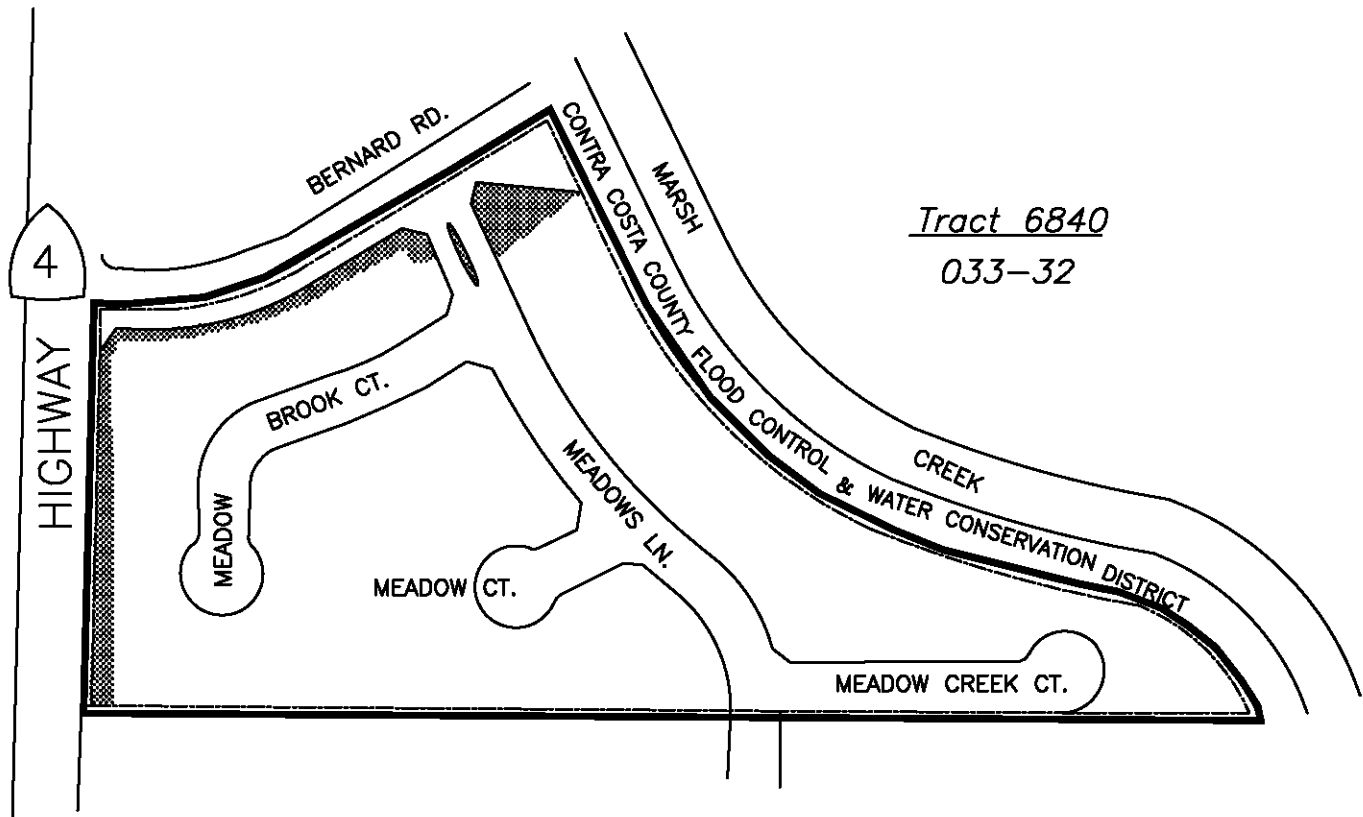
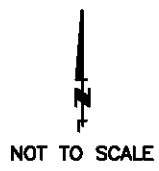
ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
COUNTRYSIDE (aka VILLAGE GREEN)



LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

ZONE 3-10

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
COUNTRY FAIR (aka MEADOW GLEN)

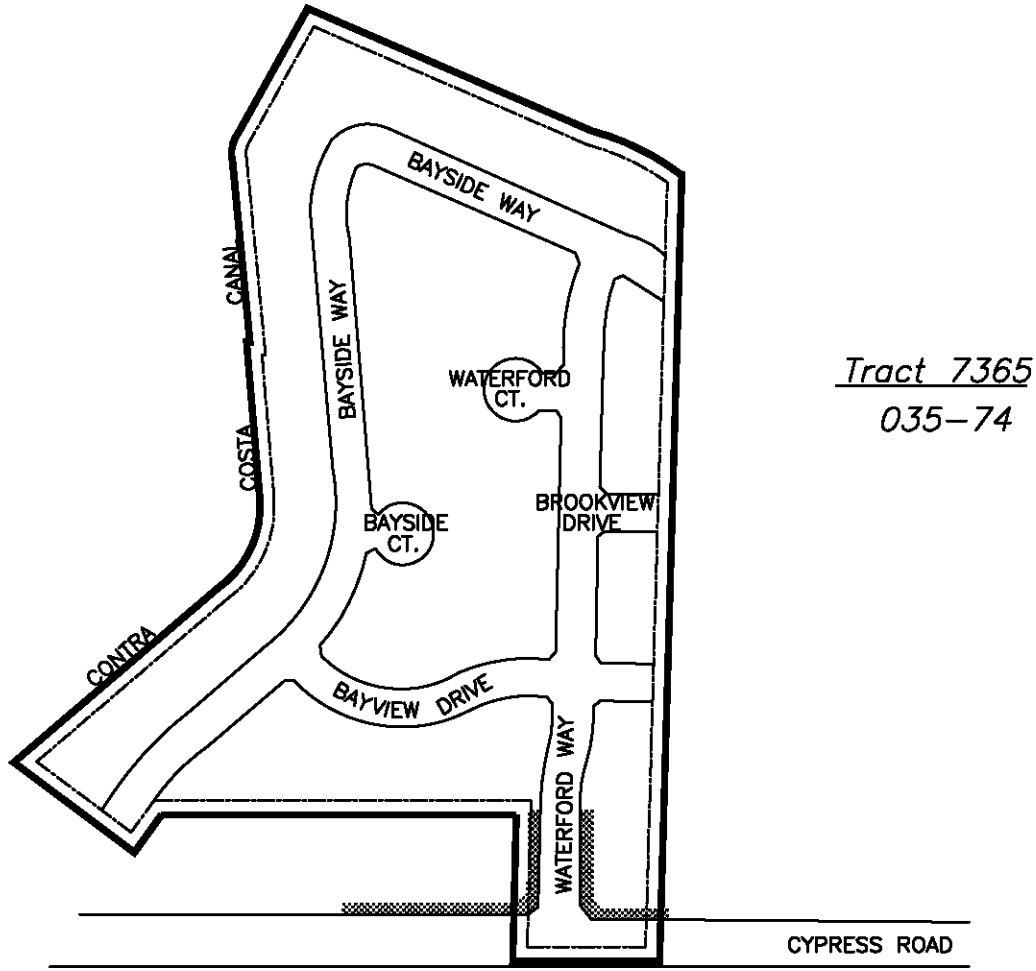
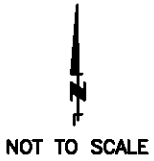


LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

ZONE 3-11



ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
CALIFORNIA SUNRISE

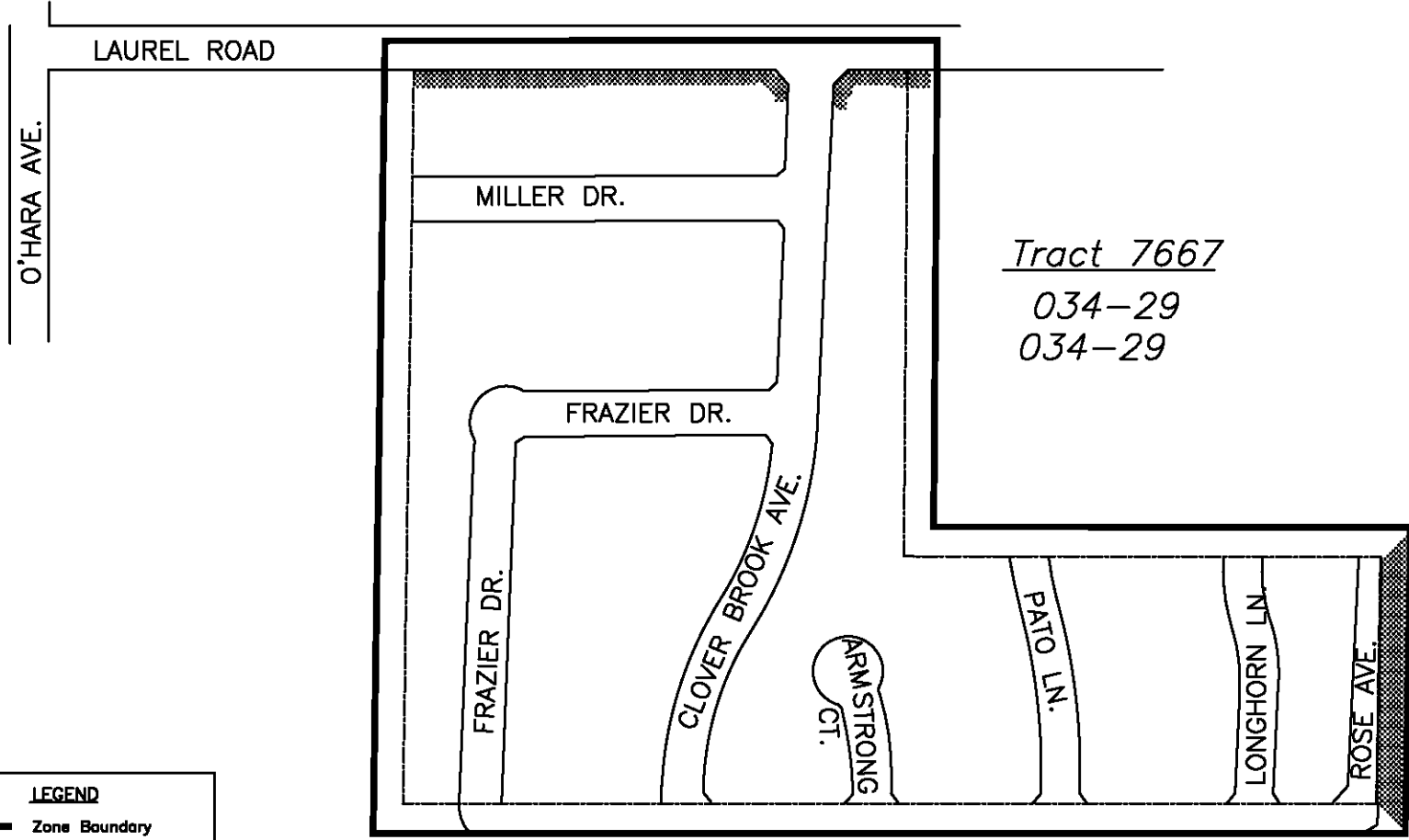
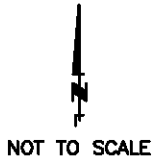


**LEGEND**

	Zone Boundary
	Tract Boundary
	Landscaping
	Trail


ZONE 3-12

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
CALIFORNIA VISIONS (aka LAUREL HEIGHTS)



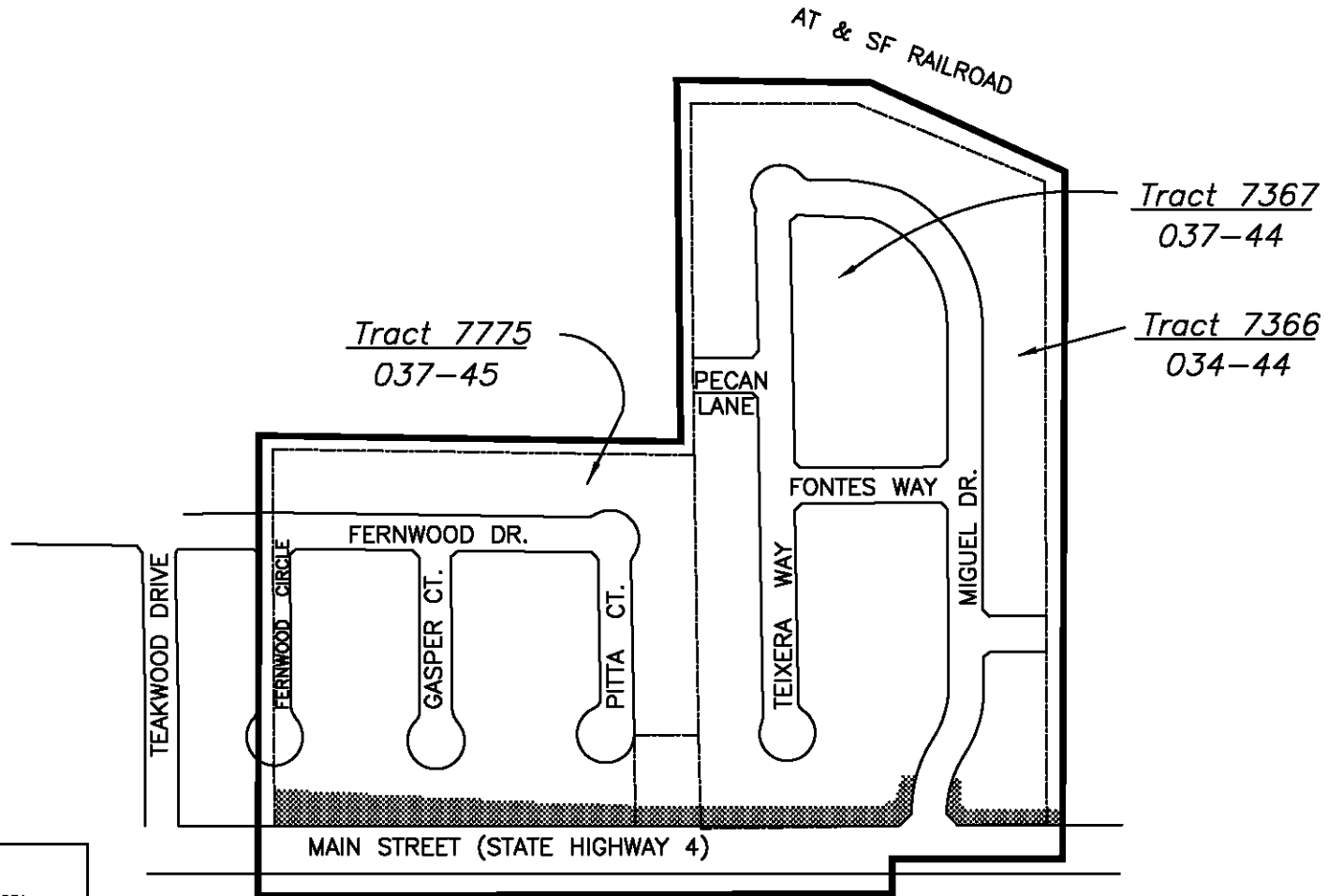
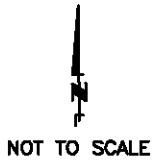
Tract 7667  
034-29  
034-29

**LEGEND**

-  Zone Boundary
-  Tract Boundary
-  Landscaping
-  Trail

ZONE 3-13

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
CLAREMONT HERITAGE

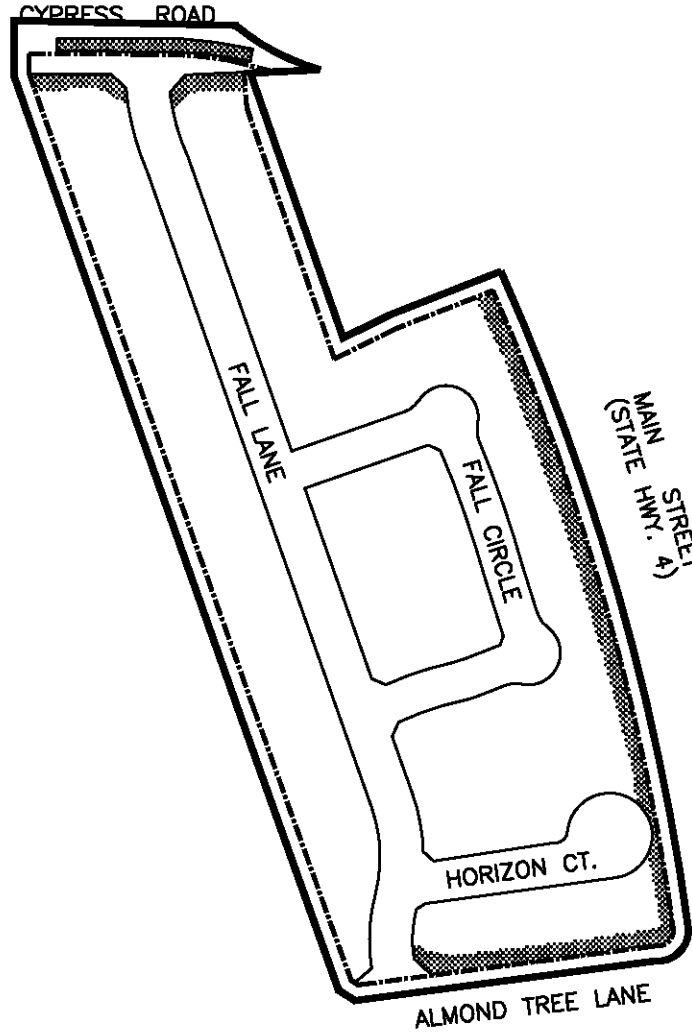
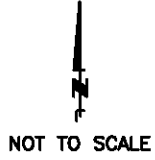


LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

ZONE 3-14



ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
SUNDANCE

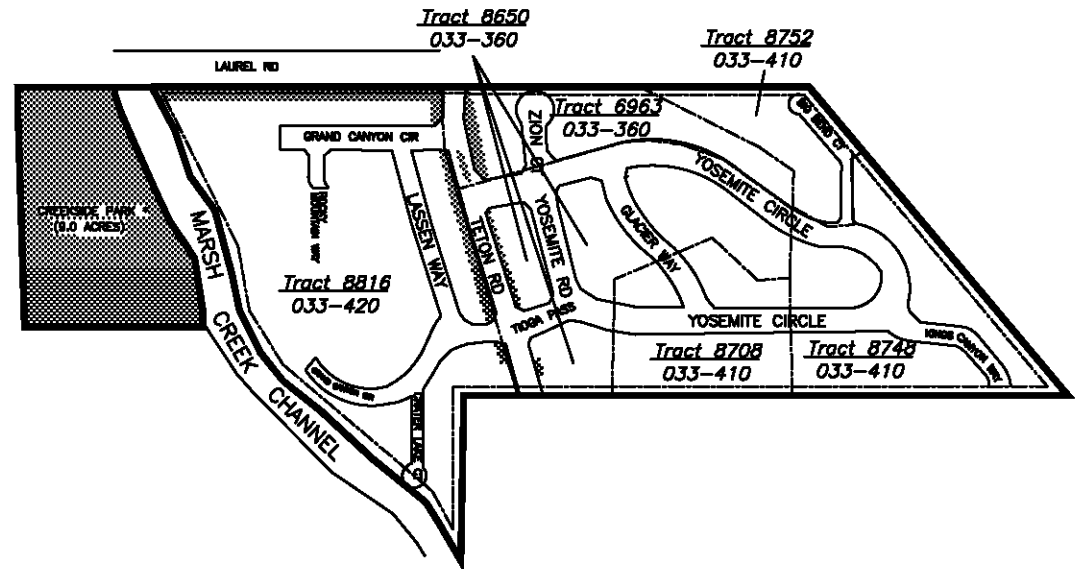
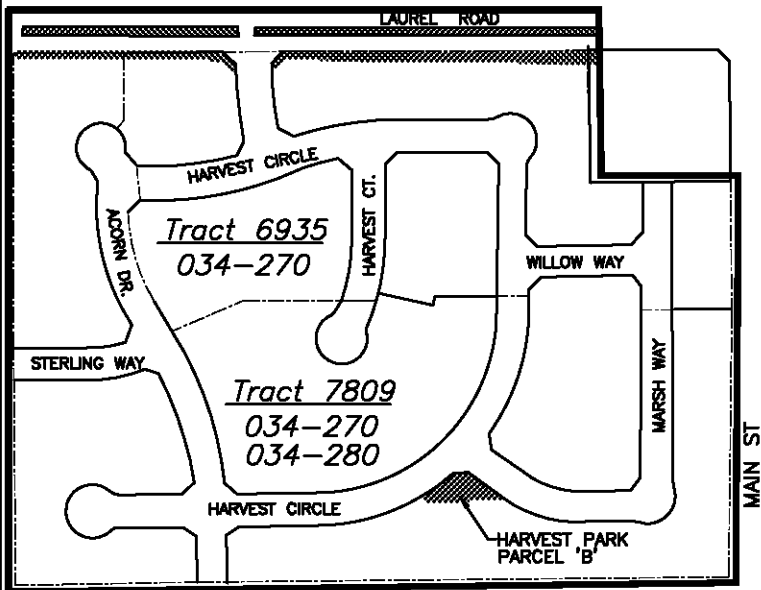
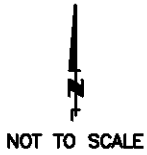


Tract 7837  
035-263

LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

ZONE 3-16

ASSESSMENT DIAGRAM  
 CITY OF OAKLEY  
 LANDSCAPE IMPROVEMENTS  
 LAUREL ANNE



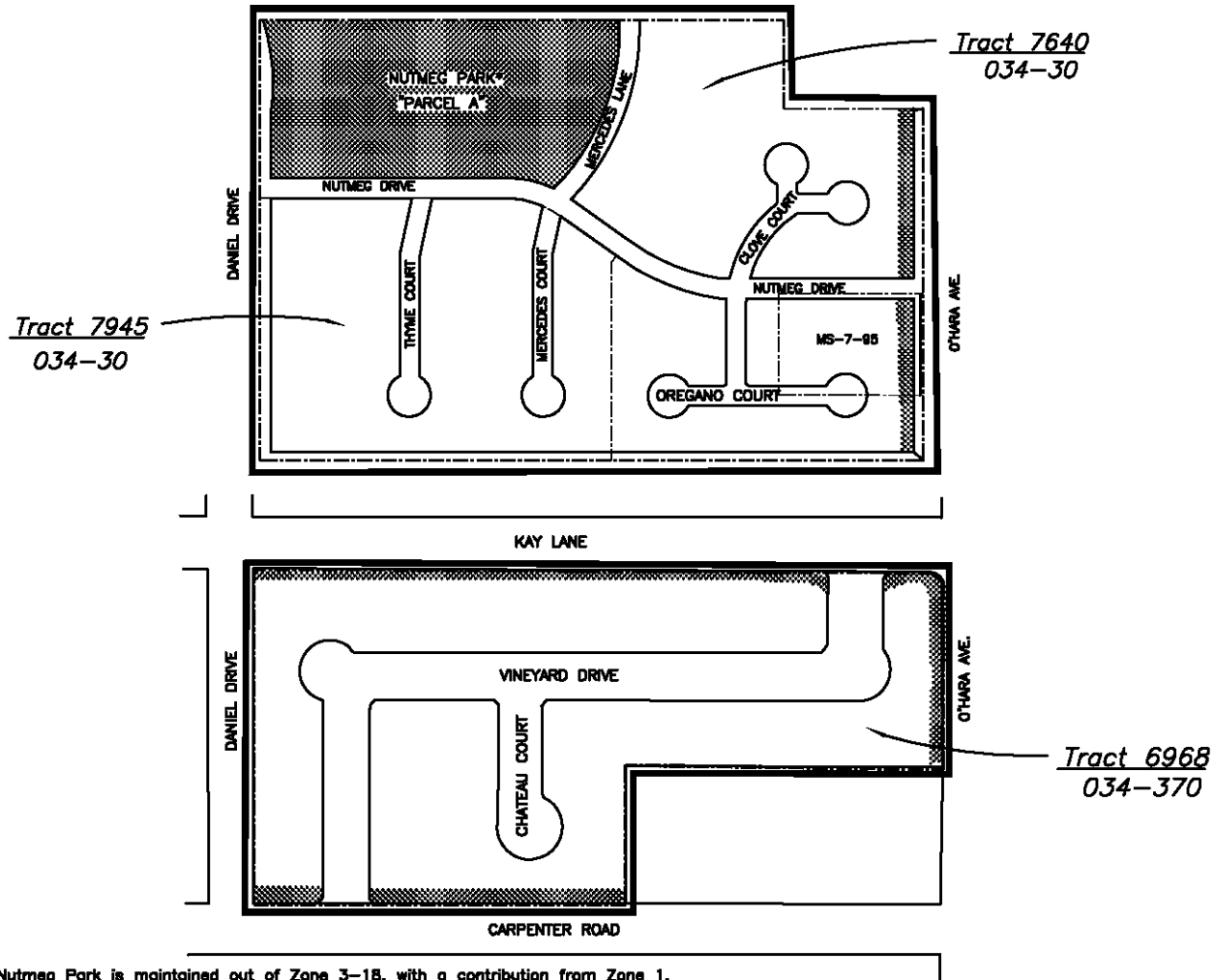
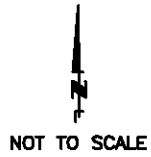
**LEGEND**

- Zone Boundary
- Tract Boundary
- Landscaping
- Trail

\* Please note Creekside Park is maintained out of Zone 3-17 with a contribution from Zone 1

ZONE 3-17

# ASSESSMENT DIAGRAM CITY OF OAKLEY LANDSCAPE IMPROVEMENTS COUNTRY PLACE

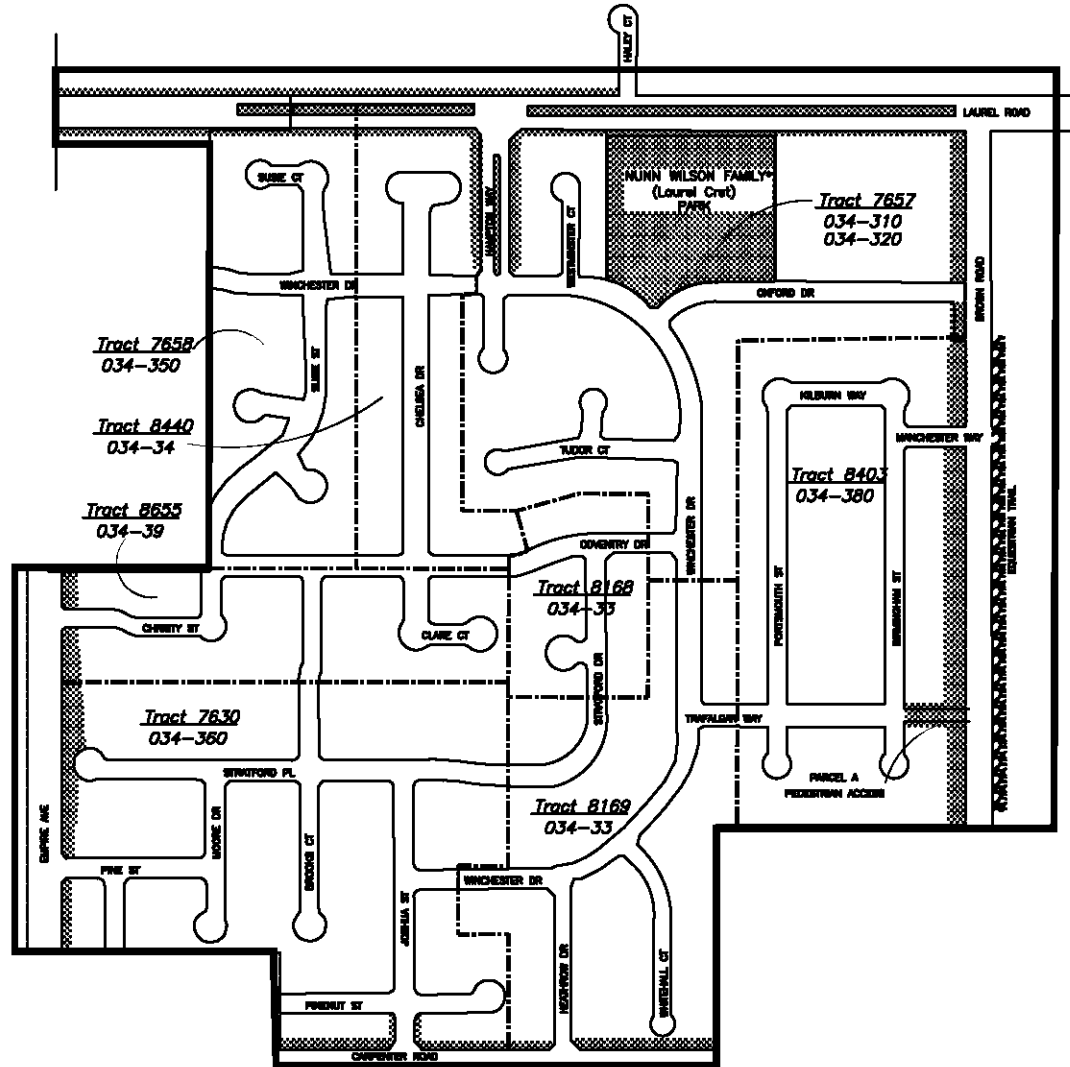


ZONE 3-18

# ASSESSMENT DIAGRAM CITY OF OAKLEY LANDSCAPE IMPROVEMENTS LAUREL CREST



NOT TO SCALE



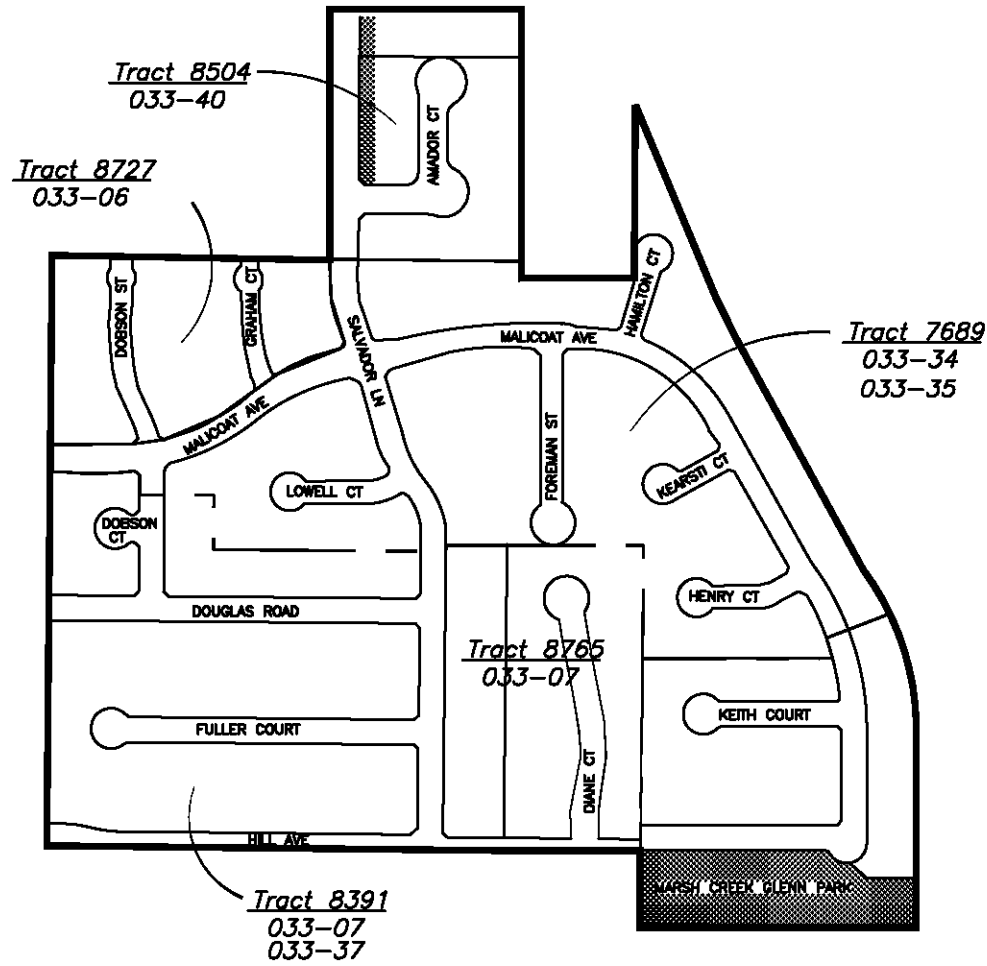
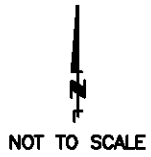
LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

ZONE 3-19

\*Nunn-Wilson Family Park is maintained out of Zone 3-19 with a contribution from Zone 1.



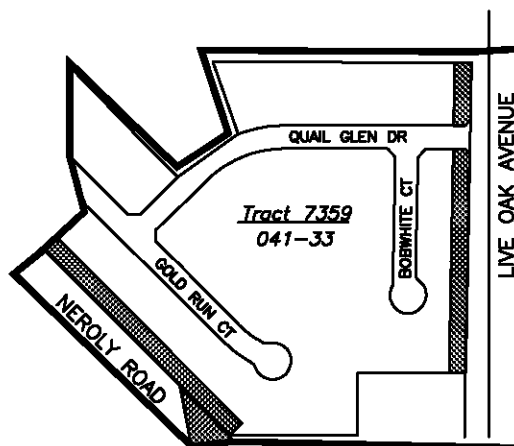
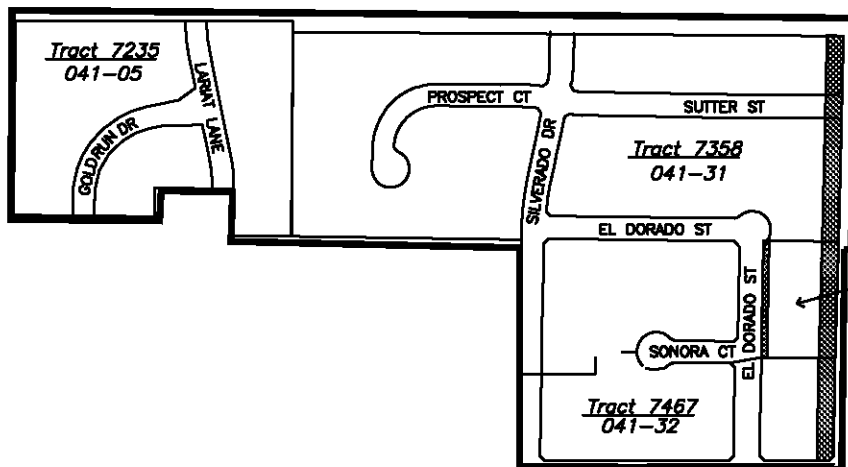
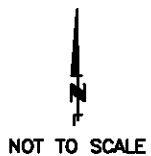
ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
MARSH CREEK GLENN



LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

ZONE 3-20

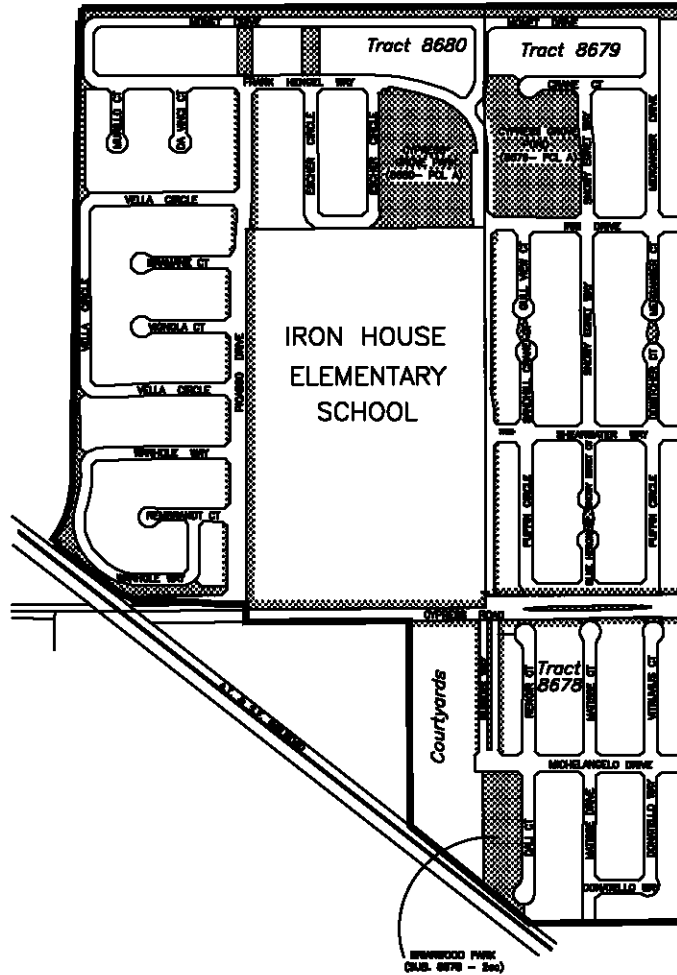
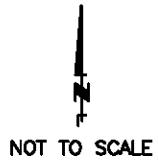
ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
QUAIL GLEN



LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

ZONE 3-21

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
CYPRESS GROVE

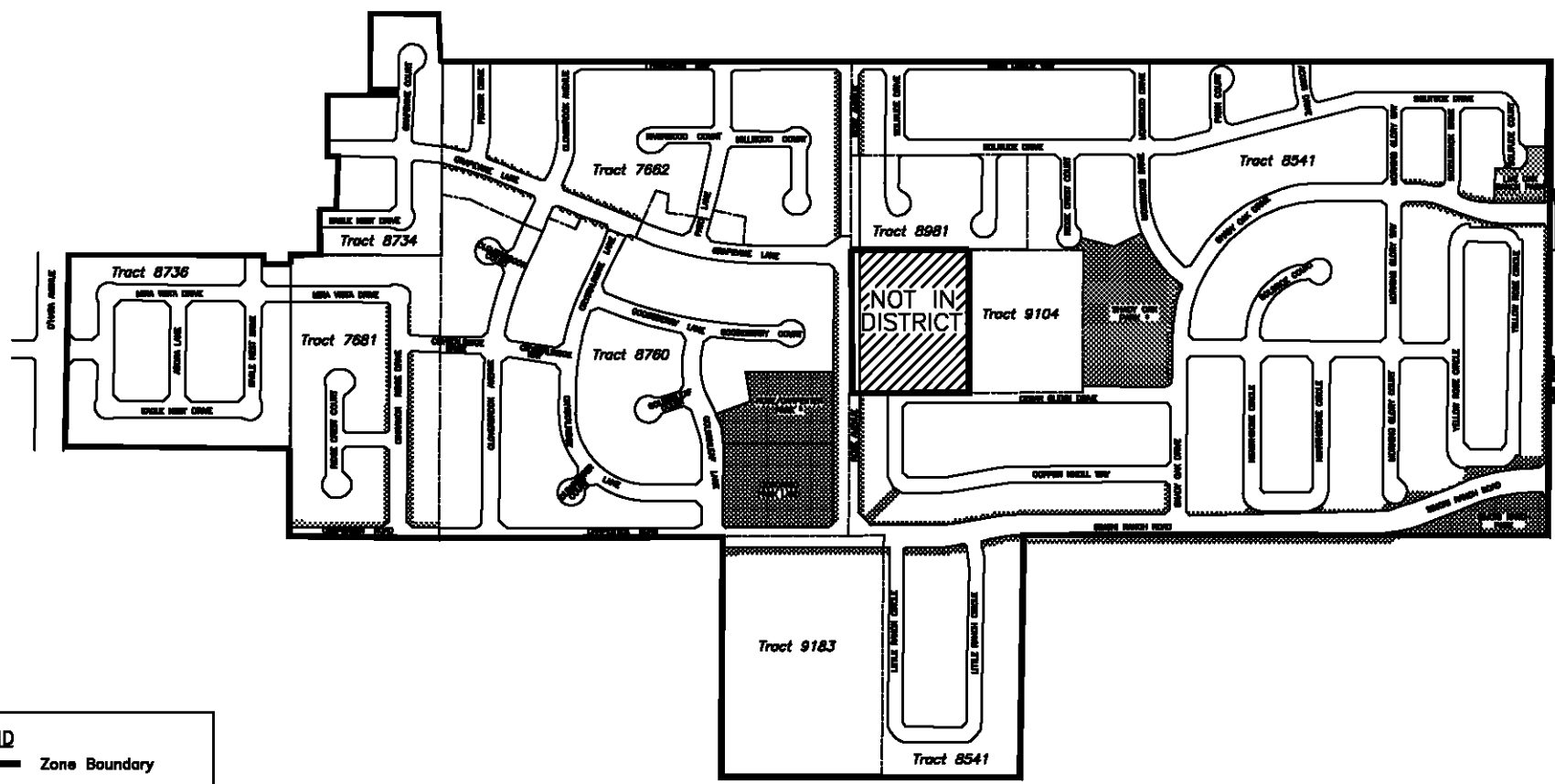
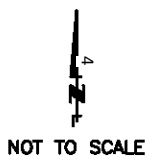


LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

\* Cypress Grove Park is maintained out of Zone 3-22 with a contribution from Zone 1.

ZONE 3-22

# ASSESSMENT DIAGRAM CITY OF OAKLEY LANDSCAPE IMPROVEMENTS SOUTH OAKLEY



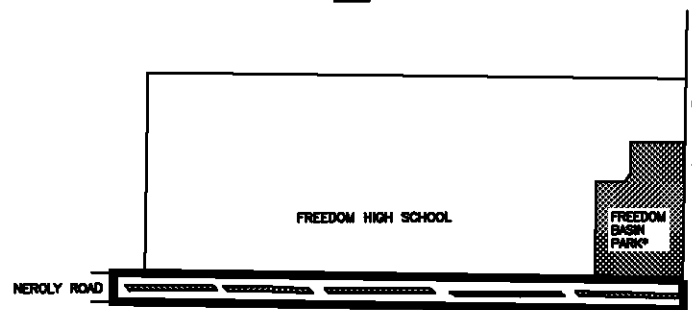
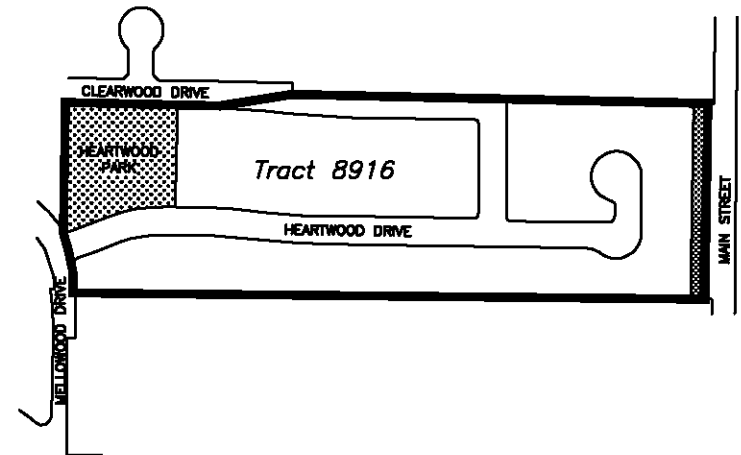
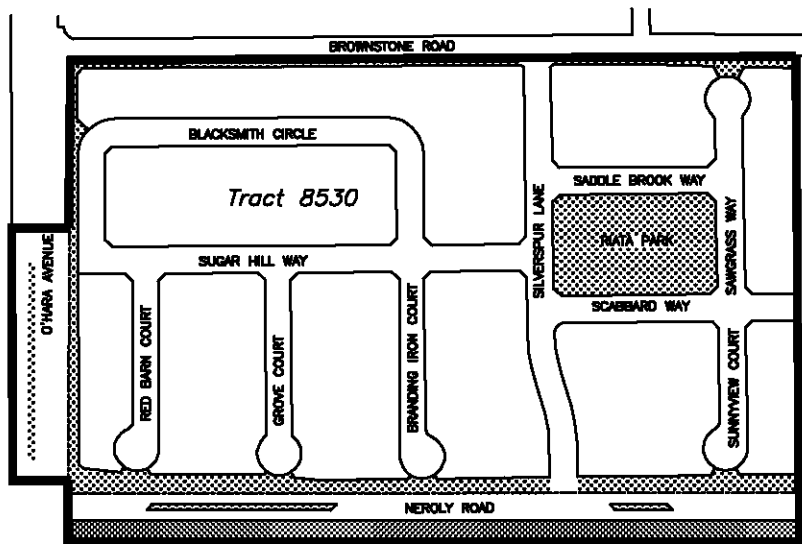
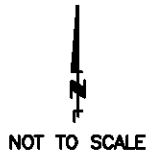
**LEGEND**

- Zone Boundary
- Tract Boundary
- Landscaping
- Trail

\* Shady Oak Park and Rose/Carpenter Park are maintained out of Zone 3-23 with a contribution from Zone 1.

**ZONE 3-23**

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
SOUTH OAKLEY

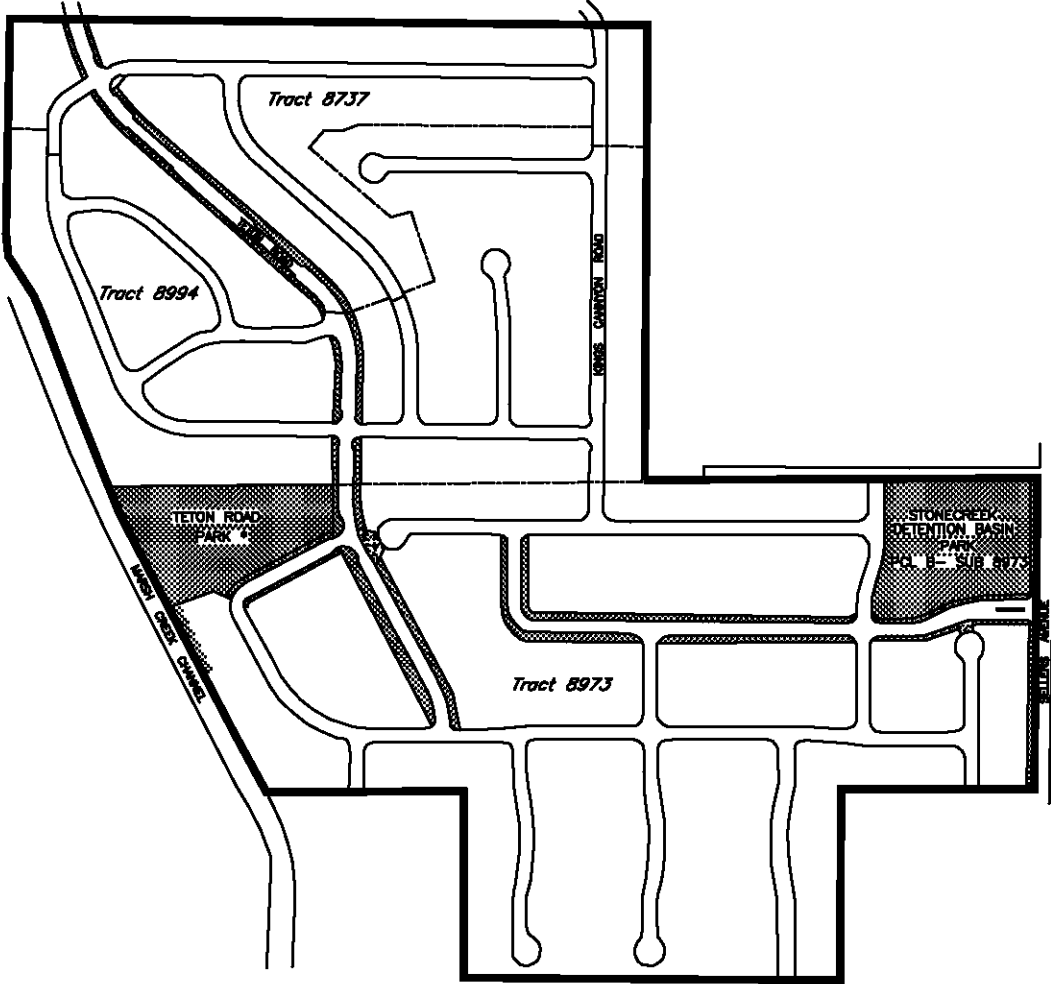
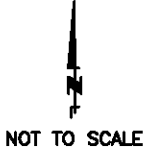


LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

\*Please note that Freedom Basin Park is maintained out of Zone 1.

ZONE 3-23

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
RESERVE/STONECREEK

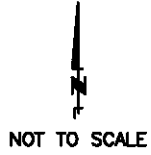


LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Entry Features

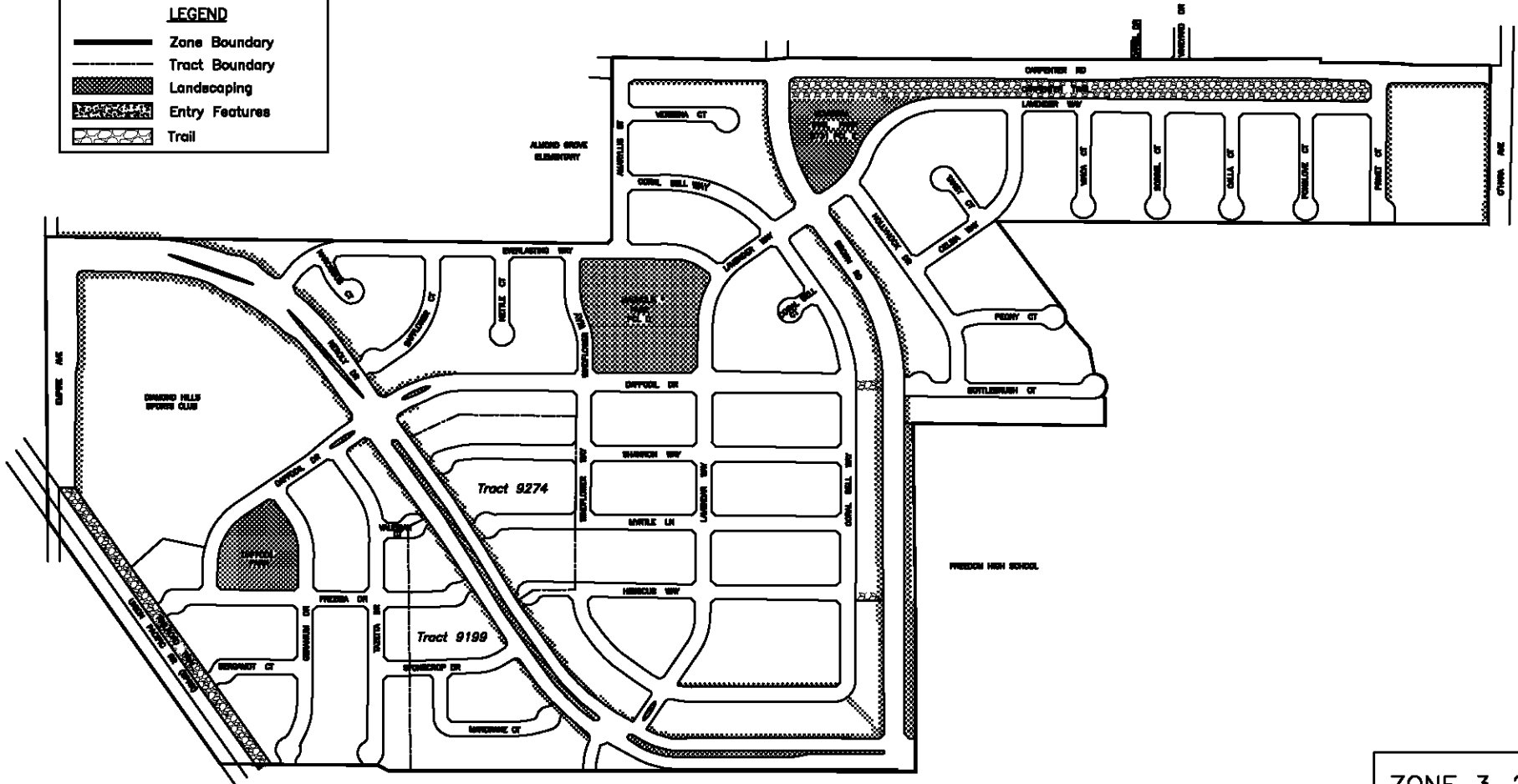
\* Please note Teton Road Park is maintained out of Zone 3-24 with a contribution from Zone 1.

ZONE 3-24

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
MAGNOLIA PARK



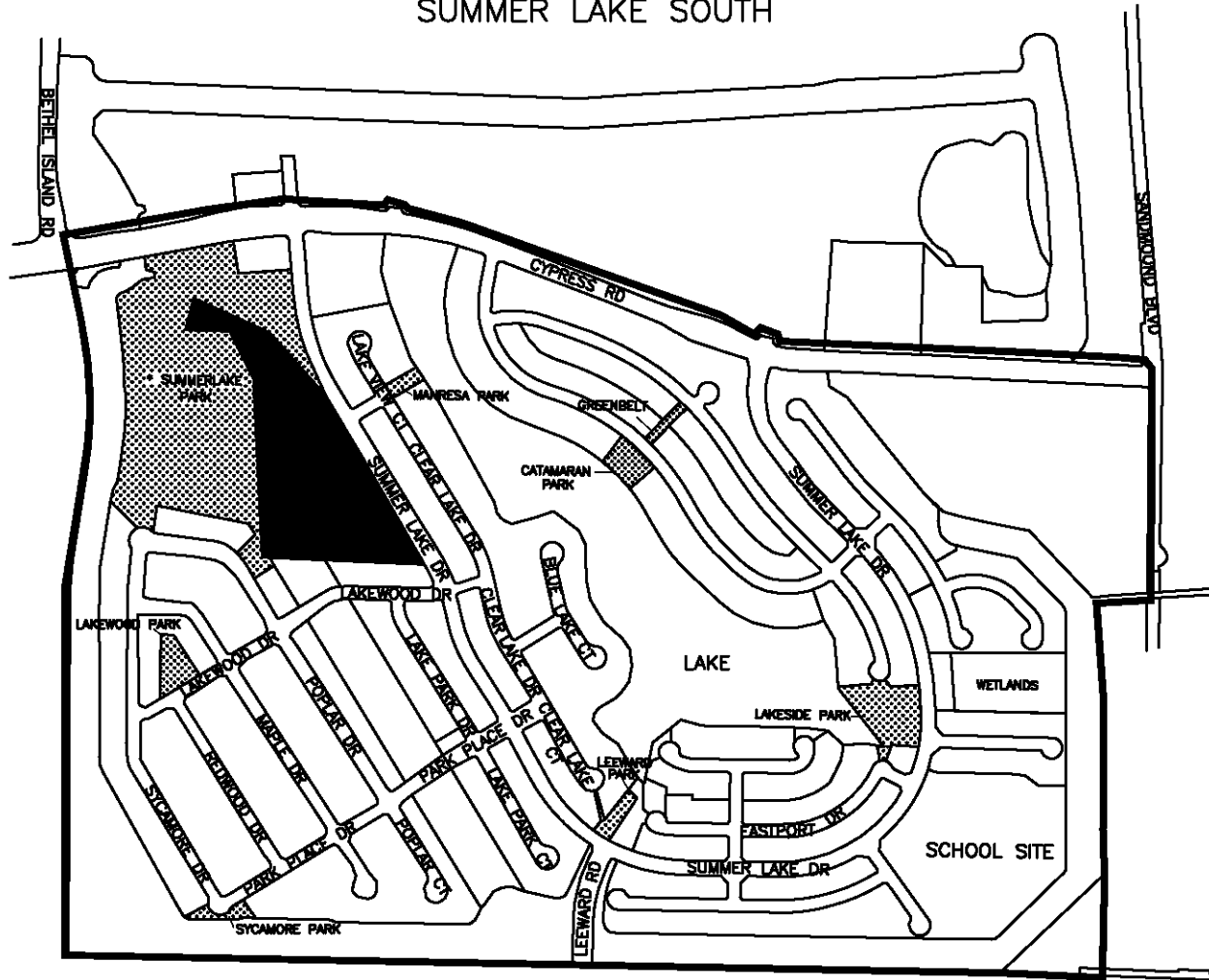
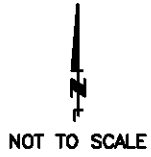
LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Entry Features
	Trail



\* Please note Magnolia Park is maintained out of Zone 3-25 with a contribution from Zone 1.

ZONE 3-25

ASSESSMENT DIAGRAM  
CITY OF OAKLEY  
LANDSCAPE IMPROVEMENTS  
SUMMER LAKE SOUTH



LEGEND	
	Zone Boundary
	Tract Boundary
	Landscaping
	Trail

\* Please note Summerlake Park is maintained out of Zone 3-26 with a contribution from Zone 1.

ZONE 3-26



APPENDIX B  
DETAILED PROJECT COST BREAKDOWN

Maximum assessment rate is: \$31.88/EDU For Zone 1  
 FY 2016-17 Assessments @ \$31.88/EDU  
 9,087.85 EDU's

Maximum assessment rate is: \$279.86/EDU For Zone 1-A  
 FY 2016-17 Assessments @ \$279.86/EDU  
 2,516.30 EDU's

Maximum assessment rate is: \$1,051.59/EDU For Zone 1-B  
 FY 2016-17 Assessments @ \$279.86/EDU  
 612.87 EDU's  
 Levy Code MV

COST ESTIMATE/ANNUAL BUDGET FOR Zone 1 Community Parks, Landscaping & Recreation Facilities		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$1,427,477	\$1,639,506
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$1,127,719	\$1,165,434
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$2,555,196</b>	<b>\$2,804,940</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Contribution to Vintage, O'Hara, Oakley, & Gehringer School Parks	(\$150,000)	(\$150,000)
Main Street Landscaping (segments)	(\$32,500)	(\$37,400)
Empire Avenue Landscaping (segments)	(\$56,500)	(\$52,000)
Crockett Park	(\$41,320)	(\$46,160)
Main Street Park	\$0	\$0
Laurel Ball Fields Park	(\$124,600)	(\$121,650)
Freedom Basin Park	(\$77,000)	(\$262,000)
Laurel Road Landscaping (segments)	(\$87,400)	(\$108,400)
Civic Center and Dewey Parks	(\$80,500)	(\$70,500)
Cypress/Marsh Creek Trailhead	(\$4,100)	(\$4,675)
Neroly Road Landscaping (segments)	(\$9,350)	(\$7,850)
O'Hara Avenue Landscaping (segments)	(\$33,100)	(\$37,700)
Hwy 160 Off Ramp/Main Street at Neroly Rd	\$0	(\$52,200)
Contribution to Zone 3-17 for Creekside Park*	(\$30,000)	(\$30,000)
Contribution to Zone 3-18 for Nutmeg Park*	(\$8,000)	(\$8,000)
Contribution to Zone 3-19 for Nunn-Wilson Park*	(\$10,000)	(\$10,000)
Contribution to Zone 3-22 for Cypress Grove Park*	(\$20,000)	(\$20,000)
Contribution to Zone 3-23 for Shady Oak Park*	(\$10,000)	(\$10,000)
Contribution to Zone 3-23 for Rose/Carpenter Park(future)*	\$0	\$0
Contribution to Zone 3-24 for Teton Road Park(future)*	\$0	\$0
Contribution to Zone 3-25 for Magnolia Park*	(\$10,000)	(\$10,000)
Contribution to Zone 3-26 for Summer Lake Park*	(\$25,000)	(\$25,000)
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$6,000)	(\$6,000)
Administration	(\$84,000)	(\$84,000)
Property Taxes	(\$320)	(\$320)
County Collection Fees	(\$16,000)	(\$16,000)
<b>TOTAL EXPENDITURES:</b>	<b>(\$915,690)</b>	<b>(\$1,169,855)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$457,845	\$584,927.50
Available for Capital Reserves	\$1,181,661	\$1,050,158
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$1,639,506</b>	<b>\$1,635,085</b>

\*Per Policy, Creekside Park, Nutmeg Park, Nunn-Wilson Park, Cypress Grove Park, Shady Oak Park, Rose/Carpenter Park, Stonecreek Park, Teton Road Park, Magnolia Park, and Summer Lake Park are located in Zone 3 but will have a contribution from Zone 1 to offset the entire expenses.

CPI Information:	Date	Actual CPI	Increase	Zone 1-A Maximum Rate	Zone 1-B Maximum Rate
	April-04	198.30		\$211.33	
	June-05	201.20			\$805.71
	February-13	242.68	2.45%	\$258.62	\$971.81
	February-14	248.62	2.45%	\$264.95	\$995.58
	February-15	254.91	2.53%	\$271.66	\$1,020.79
	February-16	262.60	3.02%	\$279.86	\$1,051.59

Zone I-A (Subdivision)	Total No. of Units	EDU Rate	FY15-16 No. of EDU's	FY16-17 No. of EDU's	FY16-17 Revenue
(Annexed July 12, 2004, FY04-05) 7426	21	1.00	21.00	21.00	\$5,877
(Annexed July 12, 2004, FY04-05) 7590	60	1.00	60.00	60.00	\$16,791
(Annexed July 12, 2004, FY04-05) 7655	28	1.00	28.00	28.00	\$7,836
(Annexed February 13, 2006, FY06-07) 7662 & 8760 VSFR	215	0.50	107.50	107.50	\$30,084
8760 MFR	96	0.50	48.00	48.00	\$13,433
(Annexed February 13, 2006, FY06-07) 7681	40	1.00	40.00	40.00	\$11,194
(Annexed July 12, 2004, FY04-05) 7760	67	1.00	67.00	67.00	\$18,750
(Annexed July 9, 2007, FY07-08) 8530	111	1.00	110.00	110.00	\$30,784
(Annexed February 13, 2006, FY06-07) 8541	354	1.00	354.00	354.00	\$99,069
(Annexed January 12, 2004, FY04-05) 8655	34	1.00	34.00	34.00	\$9,515
(Annexed November 14, 2005, FY06-07) 8678	100	1.00	100.00	100.00	\$27,986
(Annexed November 14, 2005, FY06-07) 8679	201	1.00	201.00	201.00	\$56,251
(Annexed November 14, 2005, FY06-07) 8680	240	1.00	240.00	240.00	\$67,165
(Annexed July 12, 2004, FY04-05) 8725	48	1.00	48.00	48.00	\$13,433
(Annexed June 14, 2004, FY04-05) 8727	27	1.00	27.00	27.00	\$7,556
(Annexed November 13, 2006, FY06-07) 8731	388	1.00	388.00	388.00	\$108,584
School 8731	10.00 Acres	3.00	3.00	3.00	\$840
Recreational 8731	9.92 Acres	3.00	3.00	3.00	\$840
Commercial 8731	0.86 Acres	1.00	1.00	1.00	\$280
Vacant Commercial 8731	0.17 Acres	0.50	0.50	0.50	\$140
Public 8731	6.98 Acres	3.00	0.00	0.00	\$0
8731 REM			0.00	0.00	\$0
(Annexed July 9, 2007, FY07-08) 8734 Vacant	26	0.50	13.00	13.00	\$3,638
(Annexed July 9, 2007, FY07-08) 8736 Vacant	42	0.50	21.00	21.00	\$5,877
(Annexed June 12, 2006, FY06-07) 8737	58	1.00	58.00	58.00	\$16,232
(Annexed November 8, 2004, FY05-06) 8765	25	1.00	25.00	25.00	\$6,996
(Annexed July 9, 2007, FY07-08) 8823	6	1.00	6.00	6.00	\$1,679
(Annexed July 9, 2007, FY07-08) 8843	8	1.00	8.00	8.00	\$2,239
Vacant Single Family 8843	5	0.50	2.50	2.50	\$700
(Annexed July 9, 2007, FY07-08) 8916	27	1.00	27.00	27.00	\$7,556
Vacant Single Family 8916	14	0.50	7.00	7.00	\$1,959
(Annexed June 12, 2006, FY06-07) 8973	9	0.50	4.50	4.50	\$1,259
(Annexed July 9, 2007, FY07-08) 8981	17	1.00	17.00	17.00	\$4,758
(Annexed July 9, 2007, FY07-08) 8985	1	1.00	1.00	1.00	\$280
Vacant Single Family 8985	11	0.50	5.50	5.50	\$1,539
(Annexed June 12, 2006, FY06-07) VSFR 8994	109	0.50	54.50	54.50	\$15,252
(Annexed Aug 9, 2011, FY11-12) 9183	4	0.50	2.00	2.00	\$560
(Annexed Aug 9, 2011, FY11-12) 9199	43	1.00	43.00	43.00	\$12,034
(Annexed Aug 9, 2011, FY11-12) 9274	117	1.00	117.00	117.00	\$32,743
(Anx Aug 9, 2011, FY11-12) Laurel Plz Shop COM	0.79 Acres	1.00	1.00	1.00	\$280
Laurel Plz Shop VACANT COM	6.09 Acres	0.50	3.30	3.30	\$923
(Anx Aug 9, 2011, FY11-12) Immanuel Bap Chr			5.00	5.00	\$1,399
(Anx Aug 9, 2011, FY11-12) Corp for Bet Hous	208	0.50	104.00	104.00	\$29,105
(Anx Aug 9, 2011, FY11-12) Corp for Bet Hous	54	0.50	27.00	27.00	\$7,556
(Anx Aug 9, 2011, FY11-12) Corp for Bet Hous	54	0.50	27.00	27.00	\$7,556
(Anx Aug 9, 2011, FY11-12) Corp for Bet Hous	44	0.50	22.00	22.00	\$6,157
(Anx Aug 9, 2011, FY11-12) Corp for Bet Hous	44	0.50	22.00	22.00	\$6,157
(Annexed August 9, 2011, FY11-12) MS09-976	0.99 Acres	1.00	1.00	1.00	\$280
(Anx July 14, 2015, FY15-16) Single Family Sedel	1	1.00	1.00	1.00	\$280
(Anx July 14, 2015, FY15-16) Vacant Single Family 9104	20	0.50	10.00	10.00	\$2,799
	3,012.80		2,516.30	2,516.30	
Total Revenue from Zone I-A included in above Total Assessment					\$704,199

Zone I-B (Subdivision)	Total No. of Units	EDU Rate	FY15-16 No. of EDU's	FY16-17 No. of EDU's	FY16-17 Revenue
(Annexed April 25, 2006, FY05-06)					
7562 - Vacant Single Family	2	0.50	4.00	1.00	\$280
7562 - Single Family	136	1.00	130.00	136.00	\$38,060
8900 - Vacant Single Family	0	0.50	1.00	0.00	\$0
8900 - Single Family	196	1.00	194.00	196.00	\$54,852
8955 - Vacant Single Family	46	0.50	63.50	23.00	\$6,437
8955 - Single Family	246	1.00	165.00	246.00	\$68,844
North - Vac AG	377.00 Acres		3.00	3.00	\$840
Fire Sta - PUBLIC	1.00 Acres	1.00	1.00	1.00	\$280
School - INST	3.00 Acres	1.00	3.00	3.00	\$840
Canoe Club - INST	2.54 Acres	1.00	2.54	2.54	\$711
HOA Daycare - INST	1.33 Acres	1.00	1.33	1.33	\$372
	1,010.87		568.37	612.87	
Total Revenue from Zone I-B included in above Total Assessment					\$171,515

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 1 Assets Community Parks, Landscaping & Recreation Facilities					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 1 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.00 acres	\$ 300,000	\$ -	20 Years
	Street Tree Pruning	0 Trees	\$ 75	\$ -	
			<b>Subtotal</b>	<b>\$ -</b>	
Vintage, O Hara, Oakley & Gehring School Parks	Ballards - pathway	100	\$ 500	\$ 50,000	10 Years
	B-B-Q	5	\$ 600	\$ 3,000	10 Years
	Benches	12	\$ 1,200	\$ 14,400	10 Years
	Drinking Fountain	4	\$ 3,000	\$ 12,000	8 Years
	Play Equipment 2-5	3	\$ 25,000	\$ 75,000	8 Years
	Play Equipment 5-12	4	\$ 70,000	\$ 280,000	8 Years
	Shade Structure (cooltoppers)	4	\$ 50,000	\$ 200,000	8 Years
	Tables	10	\$ 1,200	\$ 12,000	10 Years
	Trash Receptacles	12	\$ 1,200	\$ 14,400	8 Years
			<b>Subtotal</b>	<b>\$ 660,800</b>	
Main Street Landscaping	Streetscape	0.00 acres	\$ 100,000	\$ -	20 Years
	Street Tree Pruning	0 Trees	\$ 75	\$ -	7 Years
			<b>Subtotal</b>	<b>\$ -</b>	
Empire Avenue Landscaping	Streetscape	0.00 acres	\$ 100,000	\$ -	20 Years
	Street Tree Pruning	0 Trees	\$ 75	\$ -	7 Years
			<b>Subtotal</b>	<b>\$ -</b>	
Crockett Park (opened 1994)	Ballards - pathway	17	\$ 500	\$ 8,500	10 Years
	Banners	4	\$ 335	\$ 1,340	8 Years
	Well Pumps/Electric for Irrigation	1	\$ 75,000	\$ 75,000	8 Years
	Well Redrilling for irrigation water	1	\$ 100,000	\$ 100,000	50 Years
	B-B-Q	1	\$ 600	\$ 600	10 Years
	Benches	5	\$ 1,200	\$ 6,000	10 Years
	Drinking Fountain	2	\$ 3,000	\$ 6,000	8 Years
	Light poles	4	\$ 3,000	\$ 12,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Tables	5	\$ 1,200	\$ 6,000	10 Years
	Trash Receptacles	6	\$ 1,200	\$ 7,200	8 Years
			<b>Subtotal</b>	<b>\$ 292,640</b>	
Main Street Park (opened 1998)	Benches	2	\$ 1,200	\$ 2,400	10 Years
	Trash Receptacles	3	\$ 1,200	\$ 3,600	8 Years
			<b>Subtotal</b>	<b>\$ 6,000</b>	
Laurel Ball Fields Park (opened 2001)	Ballards - pathway	6	\$ 500	\$ 3,000	10 Years
	Banner on light poles	6	\$ 335	\$ 2,010	8 Years
	Well Pumps/Electric for Irrigation	1	\$ 75,000	\$ 75,000	8 Years
	Well Redrilling for irrigation water	1	\$ 100,000	\$ 100,000	50 Years
	Benches in dugouts	12	\$ 1,200	\$ 14,400	10 Years
	Drinking Fountain	2	\$ 3,000	\$ 6,000	8 Years
	Light poles	6	\$ 3,000	\$ 18,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Restroom	1	\$ 100,000	\$ 100,000	20 Years
	Shade Structure (cooltoppers)	5	\$ 50,000	\$ 250,000	8 Years
	Tables	8	\$ 1,200	\$ 9,600	10 Years
	Trash Receptacles	16	\$ 1,200	\$ 19,200	8 Years
			<b>Subtotal</b>	<b>\$ 667,210</b>	
Freedom Basin Park (opened 2005)	Ballards - pathway	24	\$ 500	\$ 12,000	10 Years
	Banner Poles	2	\$ 335	\$ 670	8 Years
	Tables	5	\$ 1,200	\$ 6,000	10 Years
	Trash Receptacles	3	\$ 1,200	\$ 3,600	8 Years
			<b>Subtotal</b>	<b>\$ 22,270</b>	
Laurel Road Landscaping	Streetscape	0.00 acres	\$ 100,000	\$ -	20 Years
	Street Tree Pruning	0 Trees	\$ 75	\$ -	7 Years
			<b>Subtotal</b>	<b>\$ -</b>	
Civic Center Park (opened 2007)	Tables	5	\$ 1,200	\$ 6,000	10 Years
	Trash Receptacles	0	\$ 1,200	\$ -	8 Years
			<b>Subtotal</b>	<b>\$ 6,000</b>	
Cypress/Marsh Creek Trailhead	Tables	0	\$ 1,200	\$ -	10 Years
	Trash Receptacles	0	\$ 1,200	\$ -	8 Years
			<b>Subtotal</b>	<b>\$ -</b>	
Neroly Road Landscaping	Streetscape	0.00 acres	\$ 100,000	\$ -	20 Years
	Street Tree Pruning	0 Trees	\$ 75	\$ -	
			<b>Subtotal</b>	<b>\$ -</b>	
O Hara Avenue Landscaping	Streetscape	0.00 acres	\$ 100,000	\$ -	20 Years
	Street Tree Pruning	0 Trees	\$ 75	\$ -	
			<b>Subtotal</b>	<b>\$ -</b>	
			<b>Zone 1 Total</b>	<b>\$ 1,654,920</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$14.94/EDU For Zone 2  
 FY 2016-17 Assessments @ \$14.94/EDU  
 9,097.00 EDU's  
 Maximum assessment is: \$55.52/EDU For Zone 2-A  
 FY 2016-17 Assessments @ \$55.52/EDU  
 1,570.50 EDU's  
 Levy Code NF

COST ESTIMATE/ANNUAL BUDGET FOR Zone 2 Street Lighting		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$83,428	\$82,788
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$218,212	\$223,096.41
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$102,148	\$102,148
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$403,788</b>	<b>\$408,032</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Utilities/PG&E Charges	(\$250,000)	(\$250,000)
Maintenance/Pole Repairs	(\$55,000)	(\$55,000)
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$2,000)	(\$2,000)
Administration	(\$2,500)	(\$2,500)
County Collection Fees	(\$11,500)	(\$11,500)
<b>TOTAL EXPENDITURES:</b>	<b>(\$321,000)</b>	<b>(\$321,000)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$82,788	\$87,032
Available for Capital Reserves	\$0	\$0
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$82,788</b>	<b>\$87,032</b>

CPI Information:	Date	Actual CPI	Increase	Zone 2-A Rate
	April-05	202.50		\$42.81
	February-13	242.68	2.45%	\$51.30
	February-14	248.62	2.45%	\$52.56
	February-15	254.91	2.53%	\$53.89
	February-16	262.60	3.02%	\$55.52

Zone 2-A (Subdivision)	Total No. of Units	EDU Rate	FY15-16 No. of EDU's	FY16-17 No. of EDU's	FY16-17 Revenue
(Anx June ____, 2007, FY07-08) 7562, 8900, 8955	578	1.00	489.00	578.00	\$32,088
Vacant Single Family 7562, 8900, 8955	48	0.50	68.50	24.00	\$1,332
(Anx June ____, 2007, FY07-08) 7562, 8900, 8955 REM	2 INST	5.00	0.00	0.00	\$0
(Annexed July 9, 2007, FY07-08) 8530	110	1.00	110.00	110.00	\$6,107
(Annexed Nov 13, 2006, FY06-07) 8731	388	1.00	388.00	388.00	\$21,540
8731 REM	2 COM, 1 VCOM		10.50	10.50	\$583
(Annexed July 9, 2007, FY07-08) 8734	0	1.00	0.00	0.00	\$0
Vacant Single Family 8734	26	0.50	13.00	13.00	\$722
(Annexed July 9, 2007, FY07-08) 8736	0	0.00	0.00	0.00	\$0
Vacant Single Family 8736	42	0.50	21.00	21.00	\$1,166
(Annexed June 12, 2006, FY06-07) 8737	58	1.00	58.00	58.00	\$3,220
(Annexed July 9, 2007, FY07-08) 8823	6	1.00	6.00	6.00	\$333
(Annexed July 9, 2007, FY07-08) 8843	8	1.00	8.00	8.00	\$444
Vacant Single Family 8843	5	0.50	2.50	2.50	\$139
(Annexed July 9, 2007, FY07-08) 8916	27	1.00	27.00	27.00	\$1,499
Vacant Single Family 8916	14	0.50	7.00	7.00	\$389
(Annexed June 12, 2006, FY06-07) 8973	5	0.50	2.50	2.50	\$139
(Annexed July 9, 2007, FY07-08) 8981	17	1.00	17.00	17.00	\$944
(Annexed July 9, 2007, FY07-08) 8985	1	1.00	1.00	1.00	\$56
Vacant Single Family 8985	11	0.50	5.50	5.50	\$305
(Annexed June 12, 2006, FY06-07) 8994	109	0.50	54.50	54.50	\$3,026
(Annexed Aug 9, 2011, FY11-12) 9183	0	1.00	0.00	0.00	\$0
Vacant Single Family 9183	2	0.50	1.00	1.00	\$56
(Annexed Aug 9, 2011, FY11-12) 9199	43	1.00	43.00	43.00	\$2,387
(Annexed Aug 9, 2011, FY11-12) 9274	117	1.00	117.00	117.00	\$6,495
(Anx Aug 9, 2011, FY11-12) Laurel Plz Shop	7		7.00	7.00	\$389
(Anx Aug 9, 2011, FY11-12) Immanuel Bap Chr	11		11.00	11.00	\$611
(Anx Aug 9, 2011, FY11-12) Corp for Bet Hous	54		7.00	7.00	\$389
(Anx Aug 9, 2011, FY11-12) Corp for Bet Hous	208		8.00	8.00	\$444
(Anx Aug 9, 2011, FY11-12) Corp for Bet Hous	54		7.00	7.00	\$389
(Anx Aug 9, 2011, FY11-12) Corp for Bet Hous	44		7.00	7.00	\$389
(Anx Aug 9, 2011, FY11-12) Corp for Bet Hous	44		7.00	7.00	\$389
(Annexed August 9, 2011, FY11-12) MS09-976	1		1.00	1.00	\$56
Canoe Club - INST	1 INST	5.00	5.00	5.00	\$278
HOA Daycare - INST	1 INST	5.00	5.00	5.00	\$278
(Anx July 14, 2015, FY15-16) Single Family Sedel	1	1.00	1.00	1.00	\$56
(Anx July 14, 2015, FY15-16) Vacant Single Family					
<u>9104</u>	<u>20</u>	<u>0.50</u>	<u>10.00</u>	<u>10.00</u>	<u>\$555</u>
	2,059		1,526.00	1,570.50	
<b>Total Revenue from Zone 2-A included in above Total Assessment</b>					<b>\$87,187</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR					
Zone 2					
Street Lighting					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
Zone 2 Assets					
Street Lights	Street Lights	304 lights	\$ 3,500	\$ 1,064,000	40 Years
Zone 2 Total				\$ 1,064,000	

Maximum assessment is: \$57.86/EDU  
 FY 2016-17 Assessments @ \$57.86/EDU  
 1,274.00 EDU's  
 Levy Code MP

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-1 Vintage Parkway		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$111,317	\$110,305
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$73,772	\$73,714
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$185,089</b>	<b>\$184,019</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$54,062)	(\$52,762)
Services & Supplies	(\$9,200)	(\$9,200)
Repairs & Maintenance	(\$4,000)	(\$4,000)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$5,300)	(\$5,300)
County Collection Fees	(\$1,780)	(\$1,780)
<b>TOTAL EXPENDITURES:</b>	<b>(\$74,784)</b>	<b>(\$73,484)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$37,392	\$36,742
Available for Capital Reserves	\$72,913	\$73,793
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$110,305</b>	<b>\$110,535</b>

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
6333	101	1.00	101.00	\$5,844
6452	71	1.00	71.00	\$4,108
6576	71	1.00	71.00	\$4,108
6577	67	1.00	67.00	\$3,877
6821	148	1.00	148.00	\$8,563
6862	135	1.00	135.00	\$7,811
7089	153	1.00	153.00	\$8,853
7193	100	1.00	100.00	\$5,786
7229	175	1.00	175.00	\$10,126
7372	110	1.00	110.00	\$6,365
7585	64	1.00	64.00	\$3,703
<u>7654</u>	<u>79</u>	<u>1.00</u>	<u>79.00</u>	<u>\$4,571</u>
<b>Total</b>	<b>1,274</b>		<b>1,274.00</b>	<b>\$73,714</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-1 Vintage Parkway					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-1 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	3.00 acres	\$ 300,000	\$ 900,000	20 Years
	Street Tree Pruning	365 Trees	\$ 75	\$ 27,375	
<b>Zone 3-1 Total</b>				<b>\$ 927,375</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.



Maximum assessment is: \$198.84/EDU  
 FY 2016-17 Assessments @ \$198.84/EDU  
 133.00 EDU's  
 Levy Code MX

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-2 Oakley Ranch		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$51,091	\$50,019
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$26,446	\$26,446
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$77,537</b>	<b>\$76,465</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$14,921)	(\$14,621)
Services & Supplies	(\$8,620)	(\$8,620)
Repairs & Maintenance	(\$800)	(\$800)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$2,100)	(\$1,500)
County Collection Fees	(\$635)	(\$635)
<b>TOTAL EXPENDITURES:</b>	<b>(\$27,518)</b>	<b>(\$26,618)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$13,759	\$13,309
Available for Capital Reserves	\$36,260	\$36,538
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$50,019</b>	<b>\$49,847</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
6634	133	1.00	133.00	\$26,446
<b>Total</b>	<b>133</b>		<b>133.00</b>	<b>\$26,446</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-2 Oakley Ranch					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-2 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	2.00 acres	\$ 300,000	\$ 600,000	20 Years
	Street Tree Pruning	140 Trees	\$ 75	\$ 10,500	
<b>Zone 3-2 Total</b>				<b>\$ 610,500</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$100.76/EDU  
 FY 2016-17 Assessments @ \$100.76/EDU  
 45.00 EDU's  
 Levy Code MY

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-3 Empire		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$84,102	\$68,275
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$4,534	\$4,534
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$88,636</b>	<b>\$72,809</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$1,374)	(\$1,300)
Services & Supplies	(\$1,600)	(\$1,600)
Repairs & Maintenance	(\$400)	(\$400)
Rehabilitation/Capital Replacements	(\$15,000)	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$1,000)	(\$575)
County Collection Fees	(\$545)	(\$545)
<b>TOTAL EXPENDITURES:</b>	<b>(\$20,361)</b>	<b>(\$4,862)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$10,181	\$2,431
Available for Capital Reserves	\$58,095	\$65,516
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$68,275</b>	<b>\$67,947</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
6656	45	1.00	45.00	\$4,534
<b>Total</b>	<b>45</b>		<b>45.00</b>	<b>\$4,534</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-3 Empire					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-3 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.25 acres	\$ 300,000	\$ 75,000	20 Years
	Street Tree Pruning	16 Trees	\$ 75	\$ 1,200	
<b>Zone 3-3 Total</b>				<b>\$ 76,200</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$1,193.16/Acre  
 FY 2016-17 Assessments @ \$1,193.16/Acre  
 9.17 Acres  
 Levy Code MQ

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-4 Oakley Town Center		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$70,766	\$31,986
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$10,935	\$10,935
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$81,701</b>	<b>\$42,921</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$19,792)	(\$1,300)
Services & Supplies	(\$6,000)	(\$5,200)
Repairs & Maintenance	\$0	\$0
Rehabilitation/Capital Replacements	\$0	\$0
Landscape Conversions/Renovations	(\$20,000)	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$2,571)	(\$2,421)
County Collection Fees	(\$910)	(\$910)
<b>TOTAL EXPENDITURES:</b>	<b>(\$49,715)</b>	<b>(\$10,273)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$24,858	\$5,137
Available for Capital Reserves	\$7,128	\$27,512
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$31,986</b>	<b>\$32,648</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
7045	9.17	1.00	9.17	\$10,935
<b>Total</b>	<b>9.17</b>		<b>9.17</b>	<b>\$10,935</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-4 Oakley Town Center					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-4 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.50 acres	\$ 300,000	\$ 150,000	20 Years
	Street Tree Pruning	0 Trees	\$ 75	\$ -	
<b>Zone 3-4 Total</b>				<b>\$ 150,000</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$190.00/EDU  
 FY 2016-17 Assessments @ \$190.00/EDU  
 149.50 EDU's  
 Levy Code LG

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-5 Oak Grove		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	(\$1)	(\$143)
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$28,405	\$28,405
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$28,405</b>	<b>\$28,263</b>
<b>ESTIMATED EXPENDITURES</b>		
<u>Operating Expenses:</u>		
Landscaping (including Oak Grove Park)	(\$16,225)	(\$16,225)
Services & Supplies	(\$6,540)	(\$6,540)
Repairs & Maintenance	(\$900)	(\$900)
Rehabilitation/Capital Replacements	\$0	\$0
<u>Incidental Expenses:</u>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$3,825)	(\$3,825)
County Collection Fees	(\$615)	(\$615)
<b>TOTAL EXPENDITURES:</b>	<b>(\$28,547)</b>	<b>(\$28,547)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$0	\$0
Available for Capital Reserves	\$0	\$0
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>(\$143)</b>	<b>(\$284)</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
6922 - Single Family	111	1.00	111.00	\$21,090
6922 - Vacant Single Family	1	0.50	0.50	\$95
6927	38	1.00	38.00	\$7,220
<b>Total</b>	<b>150</b>		<b>149.50</b>	<b>\$28,405</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-5 Oak Grove					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-5 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	2.00 acres	\$ 300,000	\$ 600,000	20 Years
	Street Tree Pruning	110 Trees	\$ 75	\$ 8,250	
<b>Subtotal</b>				<b>\$ 608,250</b>	
Oak Grove Park (opened 1991)	B-B-Q	1	\$ 600	\$ 600	12 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	12 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	12 Years
	Tables	3	\$ 1,200	\$ 3,600	12 Years
	Trash Receptacles	2	\$ 1,200	\$ 2,400	12 Years
<b>Subtotal</b>				<b>\$ 101,600</b>	
<b>Zone 3-5 Total</b>				<b>\$ 709,850</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.



Maximum assessment is: \$127.80/EDU  
 FY 2016-17 Assessments @ \$127.80/EDU  
 60.00 EDU's  
 Levy Code LN

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-6		
Laurel Woods/Luna Estates		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$76,330	\$75,868
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$7,668	\$7,668
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$83,998</b>	<b>\$83,536</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$4,000)	(\$4,000)
Services & Supplies	\$0	\$0
Repairs & Maintenance	(\$300)	(\$300)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$2,828)	(\$2,728)
County Collection Fees	(\$560)	(\$560)
<b>TOTAL EXPENDITURES:</b>	<b>(\$8,130)</b>	<b>(\$8,030)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$4,065	\$4,015
Available for Capital Reserves	\$71,803	\$71,491
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$75,868</b>	<b>\$75,506</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
6971	54	1.00	54.00	\$6,901
7489	6	1.00	6.00	\$767
<b>Total</b>	<b>60</b>		<b>60.00</b>	<b>\$7,668</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-6 Laurel Woods & Luna Estates					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-6 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.50 acres	\$ 300,000	\$ 150,000	20 Years
	Street Tree Pruning	42 Trees	\$ 75	\$ 3,150	
<b>Zone 3-6 Total</b>				<b>\$ 153,150</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$185.00/EDU  
 FY 2016-17 Assessments @ \$185.00/EDU  
 52.50 EDU's  
 Levy Code MK

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-7 South Forty		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$28,644	\$28,177
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$9,713	\$9,713
Other Sources (Zone I Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$38,357</b>	<b>\$37,889</b>
<b>ESTIMATED EXPENDITURES</b>		
<u>Operating Expenses:</u>		
Landscaping	(\$4,000)	(\$3,875)
Services & Supplies	(\$3,010)	(\$3,010)
Repairs & Maintenance	(\$400)	(\$400)
Rehabilitation/Capital Replacements	\$0	\$0
<u>Incidental Expenses:</u>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$1,773)	(\$1,773)
County Collection Fees	(\$555)	(\$555)
<b>TOTAL EXPENDITURES:</b>	<b>(\$10,180)</b>	<b>(\$10,055)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$5,090	\$5,028
Available for Capital Reserves	\$23,087	\$22,807
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$28,177</b>	<b>\$27,834</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
6969 Single Family	52	1.00	52.00	\$9,620
6969 Vacant Single Family	1	0.50	0.50	\$93
<b>Total</b>	<b>53</b>		<b>52.50</b>	<b>\$9,713</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-7 South Forty					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-7 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	1.00 acres	\$ 300,000	\$ 300,000	20 Years
	Street Tree Pruning	39 Trees	\$ 75	\$ 2,925	
<b>Zone 3-7 Total</b>				<b>\$ 302,925</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$152.56/EDU  
 FY 2016-17 Assessments @ \$152.56/EDU  
 50.00 EDU's  
 Levy Code LH

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-8 Claremont		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$15,638	\$15,171
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$7,628	\$7,628
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$23,266</b>	<b>\$22,799</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping (including Claremont Bay Park)	(\$700)	(\$700)
Services & Supplies	(\$1,750)	(\$1,650)
Repairs & Maintenance	(\$300)	(\$300)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$4,353)	(\$4,353)
County Collection Fees	(\$550)	(\$550)
<b>TOTAL EXPENDITURES:</b>	<b>(\$8,095)</b>	<b>(\$7,995)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$4,048	\$3,998
Available for Capital Reserves	\$11,124	\$10,807
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$15,171</b>	<b>\$14,804</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
7163	50	1.00	50.00	\$7,628
<b>Total</b>	<b>50</b>		<b>50.00</b>	<b>\$7,628</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-8 Claremont Bay					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-8 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.20 acres	\$ 300,000	\$ 60,000	20 Years
	Street Tree Pruning	2 Trees	\$ 75	\$ 150	
			Subtotal	\$ 60,150	
<b>Claremont Bay Park</b>					
(opened 1991)	Play Equipment	1	\$ 10,000	\$ 10,000	12 Years
	Tables	2	\$ 1,200	\$ 2,400	12 Years
	Trash Receptacles	1	\$ 1,200	\$ 1,200	12 Years
			Subtotal	\$ 13,600	
<b>Zone 3-8 Total</b>				<b>\$ 73,750</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$40.00/EDU  
 FY 2016-17 Assessments @ \$40.00/EDU  
 459.00 EDU's  
 Levy Code MN

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-9		
Gateway		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$199,016	\$198,574
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$18,360	\$18,360
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$217,376</b>	<b>\$216,934</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$9,550)	(\$9,350)
Services & Supplies	(\$5,000)	(\$5,000)
Repairs & Maintenance	(\$1,000)	(\$1,000)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$1,850)	(\$1,850)
County Collection Fees	(\$960)	(\$960)
<b>TOTAL EXPENDITURES:</b>	<b>(\$18,802)</b>	<b>(\$18,602)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$9,401	\$9,301
Available for Capital Reserves	\$189,173	\$189,031
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$198,574</b>	<b>\$198,332</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
6394	50	1.00	50.00	\$2,000
6488	73	1.00	73.00	\$2,920
6571	59	1.00	59.00	\$2,360
6613	36	1.00	36.00	\$1,440
6664	49	1.00	49.00	\$1,960
6726	48	1.00	48.00	\$1,920
6727	57	1.00	57.00	\$2,280
6762	10	1.00	10.00	\$400
6764	37	1.00	37.00	\$1,480
6858	<u>40</u>	1.00	<u>40.00</u>	<u>\$1,600</u>
<b>Total</b>	<b>459</b>		<b>459.00</b>	<b>\$18,360</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-9 Gateway					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-9 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	1.50 acres	\$ 300,000	\$ 450,000	20 Years
	Street Tree Pruning	38 Trees	\$ 75	\$ 2,850	
<b>Zone 3-9 Total</b>				<b>\$ 452,850</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.



Maximum assessment is: \$125.00/EDU  
 FY 2016-17 Assessments @ \$125.00/EDU  
 20.50 EDU's  
 Levy Code LS

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-10		
Countryside aka Village Green		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$20,932	\$20,470
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$2,563	\$2,563
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$23,495</b>	<b>\$23,032</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$100)	(\$100)
Services & Supplies	(\$620)	(\$620)
Repairs & Maintenance	(\$50)	(\$50)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$1,293)	(\$1,243)
County Collection Fees	(\$520)	(\$520)
<b>TOTAL EXPENDITURES:</b>	<b>(\$3,025)</b>	<b>(\$2,975)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$1,513	\$1,488
Available for Capital Reserves	\$18,957	\$18,570
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$20,470</b>	<b>\$20,057</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
7164	14	1.00	14.00	\$1,750
7293 Single Family	6	1.00	6.00	\$750
7293 Vacant Single Family	1	0.50	0.50	\$63
<b>Total</b>	<b>21</b>		<b>20.50</b>	<b>\$2,563</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-10 Countryside (a.k.a. Village Green)					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-10 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.20 acres	\$ 300,000	\$ 60,000	20 Years
	Street Tree Pruning	6 Trees	\$ 75	\$ 450	
<b>Zone 3-10 Total</b>				<b>\$ 60,450</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$169.48/EDU  
 FY 2016-17 Assessments @ \$169.48/EDU  
 32.00 EDU's  
 Levy Code LL

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-11		
Country Fair aka Meadow Glen		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	(\$2,652)	(\$3,034)
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$5,423	\$5,423
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$2,771</b>	<b>\$2,390</b>
<b>ESTIMATED EXPENDITURES</b>		
<u>Operating Expenses:</u>		
Landscaping	(\$500)	(\$500)
Services & Supplies	(\$1,600)	(\$1,525)
Repairs & Maintenance	(\$100)	(\$100)
Rehabilitation/Capital Replacements	\$0	\$0
<u>Incidental Expenses:</u>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$2,631)	(\$2,706)
County Collection Fees	(\$532)	(\$532)
<b>TOTAL EXPENDITURES:</b>	<b>(\$5,805)</b>	<b>(\$5,805)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$0	\$0
Available for Capital Reserves	\$0	\$0
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>(\$3,034)</b>	<b>(\$3,415)</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
6840	32	1.00	32.00	\$5,423
<b>Total</b>	<b>32</b>		<b>32.00</b>	<b>\$5,423</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-11 Country Fair (a.k.a. Meadow Glen)					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-11 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.75 acres	\$ 300,000	\$ 225,000	20 Years
	Street Tree Pruning	41 Trees	\$ 75	\$ 3,075	
<b>Zone 3-11 Total</b>				<b>\$ 228,075</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$27.36/EDU  
 FY 2016-17 Assessments @ \$27.36/EDU  
 128.00 EDU's  
 Levy Code LY

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-12 California Sunrise		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$61,190	\$60,738
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$3,502	\$3,502
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$64,692</b>	<b>\$64,240</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$1,450)	(\$1,000)
Services & Supplies	\$0	\$0
Repairs & Maintenance	\$0	\$0
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$1,434)	(\$1,500)
County Collection Fees	(\$628)	(\$628)
<b>TOTAL EXPENDITURES:</b>	<b>(\$3,954)</b>	<b>(\$3,570)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$1,977	\$1,785
Available for Capital Reserves	\$58,761	\$58,885
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$60,738</b>	<b>\$60,670</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
7365	128	1.00	128.00	\$3,502
<b>Total</b>	<b>128</b>		<b>128.00</b>	<b>\$3,502</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-12 California Sunrise					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-12 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.50 acres	\$ 300,000	\$ 150,000	20 Years
	Street Tree Pruning	15 Trees	\$ 75	\$ 1,125	
<b>Zone 3-12 Total</b>				<b>\$ 151,125</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$125.00/EDU  
 FY 2016-17 Assessments @ \$125.00/EDU  
 96.00 EDU's  
 Levy Code MC

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-13 California Visions aka Laurel Heights		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$136,531	\$136,059
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$12,000	\$12,000
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$148,531</b>	<b>\$148,059</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$7,707)	(\$7,407)
Services & Supplies	(\$2,090)	(\$2,390)
Repairs & Maintenance	(\$300)	(\$300)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$1,337)	(\$1,187)
County Collection Fees	(\$596)	(\$596)
<b>TOTAL EXPENDITURES:</b>	<b>(\$12,472)</b>	<b>(\$12,322)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$6,236	\$6,161
Available for Capital Reserves	\$129,823	\$129,576
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$136,059</b>	<b>\$135,737</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
7667	96	1.00	96.00	\$12,000
<b>Total</b>	<b>96</b>		<b>96.00</b>	<b>\$12,000</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-13 California Visions (a.k.a. Laurel Heights)					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-13 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	1.00 acres	\$ 100,000	\$ 300,000	20 Years
	Street Tree Pruning	45 Trees	\$ 75	\$ 3,375	
<b>Zone 3-13 Total</b>				<b>\$ 303,375</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.



Maximum assessment is: \$160.00/EDU  
 FY 2016-17 Assessments @ \$160.00/EDU  
 114.00 EDU's  
 Levy Code L5

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-14		
Claremont Heritage		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$175,317	\$184,600
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$18,240	\$18,240
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$193,557</b>	<b>\$202,840</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$3,200)	(\$8,200)
Services & Supplies	(\$2,320)	(\$2,320)
Repairs & Maintenance	(\$500)	(\$1,500)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$1,880)	(\$1,680)
County Collection Fees	(\$615)	(\$615)
<b>TOTAL EXPENDITURES:</b>	<b>(\$8,957)</b>	<b>(\$14,757)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$4,479	\$7,379
Available for Capital Reserves	\$180,121	\$180,704
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$184,600</b>	<b>\$188,083</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
7775	46	1.00	46.00	\$7,360
7366	31	1.00	31.00	\$4,960
7367	37	1.00	37.00	\$5,920
<b>Total</b>	<b>114</b>		<b>114.00</b>	<b>\$18,240</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-14 Claremont Heritage					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-14 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	1.50 acres	\$ 300,000	\$ 450,000	20 Years
	Street Tree Pruning	30 Trees	\$ 75	\$ 2,250	
<b>Zone 3-14 Total</b>				<b>\$ 452,250</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$138.00/EDU  
FY 2016-17 Assessments @ \$138.00/EDU  
888.00 EDU's  
Levy Code L8

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-15 Country Fair aka Meadow Glen II		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$157,003	\$158,061
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$122,544	\$122,544
Other Sources (Zone I Contribution, Gas Tax, etc.)	\$58,000	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$337,547</b>	<b>\$280,605</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping (including Holly Creek Park & Heather Park)	(\$96,500)	(\$40,000)
Services & Supplies	(\$26,000)	(\$24,700)
Repairs & Maintenance	(\$5,000)	(\$5,000)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$50,171)	(\$50,171)
County Collection Fees	(\$1,373)	(\$1,373)
<b>TOTAL EXPENDITURES:</b>	<b>(\$179,486)</b>	<b>(\$121,686)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$89,743	\$60,843
Available for Capital Reserves	\$68,318	\$98,076
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$158,061</b>	<b>\$158,919</b>

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
7704	64	1.00	64.00	\$8,832
7707	46	1.00	46.00	\$6,348
7003	12	1.00	12.00	\$1,656
6980	48	1.00	48.00	\$6,624
6996	49	1.00	49.00	\$6,762
6867	40	1.00	39.50	\$5,451
7090	8	1.00	8.00	\$1,104
7330	100.50	1.00	100.50	\$13,869
7165	33	1.00	33.00	\$4,554
7832	23	1.00	23.00	\$3,174
7385	27	1.00	27.00	\$3,726
7830	34	1.00	34.00	\$4,692
7368	39	1.00	39.00	\$5,382
7808	49	1.00	49.00	\$6,762
7831	43.50	1.00	43.50	\$6,003
7833	32	1.00	32.00	\$4,416
Annexed July 12, 2004 (FY04-05) 8725	48	1.00	48.00	\$6,624
Anx July 12, 2004 (FY04-05) 7655 - SFR	28	1.00	28.00	\$3,864
Anx July 12, 2004 (FY04-05) 7590 - SFR	60	1.00	60.00	\$8,280
Anx July 12, 2004 (FY04-05) 7760 - SFR	67	1.00	67.00	\$9,246
Annexed July 12, 2004 (FY04-05) 7426 - SFR	21	1.00	21.00	\$2,898
*Maintained privately DR3022-94	50 senior	0.00	0.00	\$0
(Anx July 9, 2007, FY07-08) 8823 - SFR	6	1.00	6.00	\$828
(Anx July 9, 2007, FY07-08) 8843 - VSFR	5	0.50	2.50	\$345
(Anx July 9, 2007, FY07-08) 8843 - SFR	8	1.00	8.00	\$1,104
<b>Total</b>	<b>891</b>		<b>888.00</b>	<b>\$122,544</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-15 Country Fair (a.k.a. Meadow Glenn II)					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-15 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	3.00 acres	\$ 300,000	\$ 900,000	20 Years
	Street Tree Pruning	668 Trees	\$ 75	\$ 50,100	
<b>Subtotal</b>				<b>\$ 950,100</b>	
Heather Park (opened 2004)	Benches	2	\$ 1,200	\$ 2,400	10 Years
	Drinking Fountain	1	\$ 3,000	\$ 3,000	8 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	8 Years
	Tables	1	\$ 1,200	\$ 1,200	10 Years
	Trash Receptacles	2	\$ 1,200	\$ 2,400	8 Years
<b>Subtotal</b>				<b>\$ 34,000</b>	
Holly Creek Park (opened 2007)	Ballards - pathway	4	\$ 500	\$ 2,000	10 Years
	Well Pumps/Electric for Irrigation	1	\$ 75,000	\$ 75,000	8 Years
	Well Redrilling for irrigation water	1	\$ 100,000	\$ 100,000	50 Years
	B-B-Q	2	\$ 600	\$ 1,200	10 Years
	Benches	3	\$ 1,200	\$ 3,600	10 Years
	Light poles	5	\$ 3,000	\$ 15,000	8 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Shade Structure (cooltoppers)	4	\$ 50,000	\$ 200,000	8 Years
	Tables	3	\$ 1,200	\$ 3,600	10 Years
	Trash Receptacles	3	\$ 1,200	\$ 3,600	8 Years
<b>Subtotal</b>				<b>\$ 499,000</b>	
<b>Zone 3-15 Total</b>				<b>\$ 1,483,100</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$110.00/EDU  
 FY 2016-17 Assessments @ \$110.00/EDU  
 81.00 EDU's  
 Levy Code M5

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-16		
Sundance		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$14,858	\$12,845
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$8,910	\$8,910
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$23,768</b>	<b>\$21,755</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$6,500)	(\$6,500)
Services & Supplies	(\$1,800)	(\$1,800)
Repairs & Maintenance	(\$500)	(\$500)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$1,100)	(\$1,100)
County Collection Fees	(\$581)	(\$581)
<b>TOTAL EXPENDITURES:</b>	<b>(\$10,923)</b>	<b>(\$10,923)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$5,462	\$5,462
Available for Capital Reserves	\$7,384	\$5,371
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$12,845</b>	<b>\$10,832</b>

<u>Subdivision</u>	<u>No. of Units</u>	<u>EDU Rate</u>	<u>No. of EDU's</u>	<u>Revenue</u>
7837	81	1.00	81.00	\$8,910
<b>Total</b>	<b>81</b>		<b>81.00</b>	<b>\$8,910</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-16 Sundance					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-16 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	1.25 acres	\$ 300,000	\$ 375,000	20 Years
	Street Tree Pruning	0 Trees	\$ 75	\$ -	
<b>Zone 3-16 Total</b>				<b>\$ 375,000</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$273.16/EDU  
 FY 2016-17 Assessments @ \$273.16/EDU  
 320.50 EDU's  
 Levy Code M6

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-17 Laurel Anne		
	Estimated FY 2015-16	Proposed FY 2016-17
<b>ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)</b>	<b>\$432,989</b>	<b>\$413,238</b>
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$87,547	\$87,547
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$30,000	\$30,000
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$550,536</b>	<b>\$530,785</b>
<b>ESTIMATED EXPENDITURES</b>		
<u>Operating Expenses:</u>		
Landscaping (including Harvest Park)	(\$20,000)	(\$20,000)
Creekside Park*	(\$70,965)	(\$60,000)
Services & Supplies	(\$20,500)	(\$19,500)
Repairs & Maintenance	(\$8,000)	(\$8,000)
Rehabilitation/Capital Replacements	\$0	\$0
<u>Incidental Expenses:</u>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$15,950)	(\$15,950)
County Collection Fees	(\$1,441)	(\$1,481)
<b>TOTAL EXPENDITURES:</b>	<b>(\$137,298)</b>	<b>(\$125,373)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$68,649	\$62,687
Available for Capital Reserves	\$344,589	\$342,726
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$413,238</b>	<b>\$405,412</b>

\*Creekside Park is approximately \$60,000/year to maintain. Zone 3-17 receives a contribution from Zone 1 to cover the "community" portion of the park.

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
6935	86	1.00	86.00	\$23,492
6963 Single Family	26	1.00	26.00	\$7,102
6963 Vacant Single Family	1	0.50	0.50	\$137
7809	32	1.00	32.00	\$8,741
(Started FY03-04) 8650	22	1.00	22.00	\$6,010
(Started FY04-05) 8708	22	1.00	22.00	\$6,010
(Started FY04-05) 8748	29	1.00	29.00	\$7,922
(Started FY05-06) 8752	10	1.00	10.00	\$2,732
(Started FY05-06) 8816	46	1.00	46.00	\$12,565
(Started FY06-07) 8822	47	1.00	47.00	\$12,839
<b>Total</b>	<b>321</b>		<b>320.50</b>	<b>\$87,548</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR					
Zone 3-17					
Laurel Anne					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-17 Assets</b>					
	Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.				
	Streetscape	3.50 acres	\$ 300,000	\$ 1,050,000	20 Years
	Street Tree Pruning*	415 Trees	\$ 75	\$ 31,125	
			<b>Subtotal</b>	<b>\$ 1,081,125</b>	
Creekside Park (opened 2009)	Ballards - pathway	12	\$ 500	\$ 6,000	10 Years
	B-B-Q	1	\$ 600	\$ 600	10 Years
	Benches	4	\$ 1,200	\$ 4,800	10 Years
	Drinking Fountain	2	\$ 3,000	\$ 6,000	8 Years
	Well Pumps/Electric for Irrigation	1	\$ 75,000	\$ 75,000	8 Years
	Well Redrilling for irrigation water	1	\$ 100,000	\$ 100,000	50 Years
	Light poles	14	\$ 3,000	\$ 42,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Restroom	1	\$ 100,000	\$ 100,000	20 Years
	Shade Structure (cooltoppers)	1	\$ 50,000	\$ 50,000	8 Years
	Skate Park	1	\$ 40,000	\$ 40,000	10 Years
	Trash Receptacles	7	\$ 1,200	\$ 8,400	8 Years
			<b>Subtotal</b>	<b>\$ 502,800</b>	
Harvest Park (opened 1995)	B-B-Q	1	\$ 600	\$ 600	10 Years
	Light poles	3	\$ 3,000	\$ 9,000	8 Years
	Tables	2	\$ 1,200	\$ 2,400	10 Years
	Trash Receptacles	1	\$ 1,200	\$ 1,200	8 Years
			<b>Subtotal</b>	<b>\$ 13,200</b>	
			<b>Zone 3-17 Total</b>	<b>\$ 1,597,125</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.



Maximum assessment is: \$180.00/EDU  
 FY 2016-17 Assessments @ \$180.00/EDU  
 130.00 EDU's  
 Levy Code M8

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-18		
Country Place		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	(\$59,298)	(\$68,820)
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$23,400	\$23,400
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$8,000	\$8,000
<b>TOTAL REVENUE AVAILABLE:</b>	<b>(\$27,898)</b>	<b>(\$37,420)</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping (including Nutmeg Park)*	(\$2,000)	(\$3,000)
Services & Supplies	(\$10,600)	(\$9,600)
Repairs & Maintenance	(\$1,000)	(\$1,000)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$26,250)	(\$25,250)
County Collection Fees	(\$630)	(\$630)
<b>TOTAL EXPENDITURES:</b>	<b>(\$40,922)</b>	<b>(\$39,922)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$0	\$0
Available for Capital Reserves	\$0	\$0
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>(\$68,820)</b>	<b>(\$77,342)</b>

\*Nutmeg Park is approximately \$8,000/year to maintain. Zone 3-18 receives a contribution from Zone 1 to cover the "community" portion of the park.

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
6968	42	1.00	42.00	\$7,560
7640	49	1.00	49.00	\$8,820
7946	35	1.00	35.00	\$6,300
MS7-95	4	1.00	4.00	\$720
<b>Total</b>	<b>130</b>		<b>130.00</b>	<b>\$23,400</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-18 Assets Country Place					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-18 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	2.50 acres	\$ 300,000	\$ 750,000	20 Years
	Street Tree Pruning	154 Trees	\$ 75	\$ 11,550	
<b>Subtotal</b>				<b>\$ 761,550</b>	
Nutmeg Park (opened 2007)	Ballards - pathway	3	\$ 500	\$ 1,500	10 Years
	B-B-Q	1	\$ 600	\$ 600	10 Years
	Benches	3	\$ 1,200	\$ 3,600	10 Years
	Basketball court	1	\$ 30,000	\$ 30,000	8 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Shade Structure (cooltoppers)	1	\$ 50,000	\$ 50,000	8 Years
	Tables	4	\$ 1,200	\$ 4,800	10 Years
	Trash Receptacles	3	\$ 1,200	\$ 3,600	8 Years
<b>Subtotal</b>				<b>\$ 189,100</b>	
<b>Zone 3-18 Total</b>				<b>\$ 950,650</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$200.00/EDU  
 FY 2016-17 Assessments @ \$200.00/EDU  
 435.00 EDU's  
 Levy Code NE

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-19 Laurel Crest		
	Estimated FY 2015-16	Proposed FY 2016-17
<b>ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)</b>	<b>\$163,863</b>	<b>\$164,483</b>
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$87,000	\$87,000
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$10,000	\$10,000
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$260,863</b>	<b>\$261,483</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping (including Nunn-Wilson Family Park & Basin)*	(\$35,000)	(\$35,162)
Services & Supplies	(\$42,850)	(\$42,850)
Repairs & Maintenance	(\$8,000)	(\$8,000)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$8,950)	(\$8,950)
County Collection Fees	(\$1,138)	(\$1,138)
<b>TOTAL EXPENDITURES:</b>	<b>(\$96,380)</b>	<b>(\$96,542)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$48,190	\$48,271
Available for Capital Reserves	\$116,293	\$116,670
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$164,483</b>	<b>\$164,941</b>

\*Nunn-Wilson Park is approximately \$12,000/year to maintain. Zone 3-19 receives a contribution from Zone 1 to cover the 'community' portion of the park.

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
7630	95	1.00	95.00	\$19,000
7657	74	1.00	74.00	\$14,800
(Annexed FY01-02) 7658	38	1.00	38.00	\$7,600
(Annexed FY01-02) 8656 Vacant Single Family	6	0.50	3.00	\$600
(Annexed FY01-02) 8168	55	1.00	55.00	\$11,000
(Annexed FY01-02) 8169	55	1.00	55.00	\$11,000
(Annexed November 13, 2001, FY02-03) 8403	72	1.00	72.00	\$14,400
8440	9	1.00	9.00	\$1,800
(Annexed January 12, 2004, FY04-05) 8655	34	1.00	34.00	\$6,800
<b>Total</b>	<b>438</b>		<b>435.00</b>	<b>\$87,000</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-19 Assets Laurel Crest					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-19 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	3.50 acres	\$ 300,000	\$ 1,050,000	20 Years
	Street Tree Pruning	569 Trees	\$ 75	\$ 42,675	
			<b>Subtotal</b>	<b>\$ 1,092,675</b>	
Nunn-Wilson Family Park (old Dewey & Laurel Crest) (opened 2008)					
	Adult Fitness	1	\$ 50,000	\$ 50,000	10 Years
	B-B-Q	1	\$ 600	\$ 600	10 Years
	Benches	3	\$ 1,200	\$ 3,600	10 Years
	Drinking Fountain	1	\$ 3,000	\$ 3,000	8 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Tables	6	\$ 1,200	\$ 7,200	10 Years
	Water Play Area	1	\$ 40,000	\$ 40,000	10 Years
			<b>Subtotal</b>	<b>\$ 199,400</b>	
			<b>Zone 3-19 Total</b>	<b>\$ 1,292,075</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$309.51/EDU  
 FY 2016-17 Assessments @ \$309.51/EDU  
 288.00 EDU's  
 Levy Code NG

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-20 Marsh Creek Glenn		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$518,440	\$102,016
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$86,528	\$89,138
Other Sources (Zone I Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$604,968</b>	<b>\$191,154</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping (including Marsh Creek Glenn Park)	(\$25,000)	(\$25,000)
Services & Supplies	(\$14,500)	(\$14,500)
Repairs & Maintenance	(\$2,000)	(\$4,000)
Rehabilitation/Capital Replacements (Bridge)	(\$350,910)	\$0
Landscape Conversions/Renovations	(\$100,000)	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$9,300)	(\$10,900)
County Collection Fees	(\$800)	(\$800)
<b>TOTAL EXPENDITURES:</b>	<b>(\$502,952)</b>	<b>(\$55,642)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$102,016	\$27,821
Available for Capital Reserves	\$0	\$107,691
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$102,016</b>	<b>\$135,512</b>

CPI Information:	Date	Actual CPI	Increase	Rate
	June-01	190.90		\$225.00
	February-14	248.62	2.45%	\$293.02
	February-15	254.91	2.53%	\$300.44
	February-16	262.60	3.02%	\$309.51

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
7689	104	1.00	104.00	\$32,189
8391	94	1.00	94.00	\$29,094
(Annexed September 9, 2002, FY03-04) 8504	12	1.00	12.00	\$3,714
8648	26	1.00	26.00	\$8,047
(Annexed June 14, 2004, FY04-05) 8727	27	1.00	27.00	\$8,357
(Annexed November 8, 2004, FY05-06) 8765	25	1.00	25.00	\$7,738
<b>Total</b>	<b>288</b>		<b>288.00</b>	<b>\$89,138</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-20 Assets Marsh Creek Glenn					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-20 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.50 acres	\$ 300,000	\$ 150,000	20 Years
	Street Tree Pruning	65 Trees	\$ 75	\$ 4,875	
			Subtotal	\$ 154,875	
Marsh Creek Glenn Park (opened 2001)	B-B-Q	2	\$ 600	\$ 1,200	10 Years
	Benches	4	\$ 1,200	\$ 4,800	10 Years
	Drinking Fountain	1	\$ 3,000	\$ 3,000	8 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	8 Years
	Tables	7	\$ 1,200	\$ 8,400	10 Years
	Trash Receptacles	2	\$ 1,200	\$ 2,400	8 Years
			Subtotal	\$ 44,800	
<b>Zone 3-20 Total</b>				<b>\$ 199,675</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$271.84/EDU  
 FY 2016-17 Assessments @ \$271.84/EDU  
 103.00 EDU's  
 Zone 3-2I

Maximum assessment is: \$922.33/EDU  
 FY 2016-17 Assessments @ \$922.33/EDU  
 1.00 EDU's  
 Levy Code N9  
 Zone 3-2IA

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-2I Quail Glen		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$87,849	\$87,435
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$26,508	\$28,923
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$114,357</b>	<b>\$116,358</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$17,000)	(\$16,000)
Services & Supplies	(\$4,600)	(\$4,600)
Repairs & Maintenance	(\$2,000)	(\$3,000)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$2,275)	(\$2,275)
County Collection Fees	(\$605)	(\$605)
<b>TOTAL EXPENDITURES:</b>	<b>(\$26,922)</b>	<b>(\$26,922)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$13,461	\$13,461
Available for Capital Reserves	\$73,974	\$75,975
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$87,435</b>	<b>\$89,436</b>

CPI Information:	Date	Actual CPI	Increase	Rate 3-2I	Rate 3-2IA
	June-02	193.20		\$200.00	
	February-14	248.62	2.45%	\$257.37	
	February-15	254.91	2.53%	\$263.88	\$895.32
	February-16	262.60	3.02%	\$271.84	\$922.33

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
7359	36	1.00	36.00	\$9,786
(Annexed September 2002, FY03-04) 7235	13	1.00	13.00	\$3,534
(Annexed September 2002, FY03-04) 7358	43	1.00	43.00	\$11,689
(Annexed September 2002, FY03-04) 7467	<u>11</u>	<u>1.00</u>	<u>11.00</u>	<u>\$2,990</u>
<b>Total</b>	<b>103</b>		<b>103.00</b>	<b>\$28,000</b>

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
(Annexed July 2015, FY15-16) Sedel	<u>1</u>	<u>1.00</u>	<u>1.00</u>	<u>\$922</u>
<b>Total</b>	<b>1</b>		<b>1.00</b>	<b>\$922</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-21 Quail Glen					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-21 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	2.00 acres	\$ 300,000	\$ 600,000	20 Years
	Street Tree Pruning	58 Trees	\$ 75	\$ 4,350	
<b>Zone 3-21 Total</b>				<b>\$ 604,350</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.



Maximum assessment is: \$432.30/EDU  
 FY 2016-17 Assessments @ \$432.30/EDU  
 589.00 EDU's  
 Levy Code L3

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-22 Cypress Grove		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$595,807	\$638,635
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$247,170	\$254,627
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$70,000	\$20,000
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$912,977</b>	<b>\$913,262</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping (including Briarwood Park & Detention Pond & Buffer)	(\$170,000)	(\$130,995)
Cypress Grove Park*	\$0	(\$49,005)
Services & Supplies	(\$55,000)	(\$35,970)
Repairs & Maintenance	(\$17,500)	(\$7,500)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$20,500)	(\$20,500)
County Collection Fees	(\$10,900)	(\$10,900)
<b>TOTAL EXPENDITURES:</b>	<b>(\$274,342)</b>	<b>(\$255,312)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$137,171	\$127,656
Available for Capital Reserves	\$501,464	\$530,294
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$638,635</b>	<b>\$657,950</b>

\*Cypress Grove Park is approximately \$53,000/year to maintain. Zone 3-22 receives a contribution from Zone 1 to cover the "community" portion of the park.

CPI Information:	Date	Actual CPI	Increase	Rate
	April-06	208.90		\$343.90
	February-14	248.62	2.45%	\$409.28
	February-15	254.91	2.53%	\$419.64
	February-16	262.60	3.02%	\$432.30

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
8678	100	1.00	100.00	\$43,230
8679	201	1.00	201.00	\$86,893
8680	240	1.00	240.00	\$103,753
<u>Courtyards</u>	<u>96</u>	<u>0.50</u>	<u>48.00</u>	<u>\$20,751</u>
<b>Total</b>	<b>637</b>		<b>589.00</b>	<b>\$254,627</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR					
Zone 3-22					
Cypress Grove					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-22 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	4.00 acres	\$ 300,000	\$ 1,200,000	20 Years
	Street Tree Pruning	1,467 Trees	\$ 75	\$ 110,025	
			<b>Subtotal</b>	<b>\$ 1,310,025</b>	
<b>Cypress Grove Park (opened 2008)</b>					
	B-B-Q	4	\$ 600	\$ 2,400	10 Years
	Benches	5	\$ 1,920	\$ 9,600	10 Years
	Drinking Fountain	2	\$ 3,000	\$ 6,000	8 Years
	Light poles	3	\$ 3,000	\$ 9,000	8 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Tables	12	\$ 1,200	\$ 14,400	10 Years
	Trash Receptacles	4	\$ 1,200	\$ 4,800	8 Years
			<b>Subtotal</b>	<b>\$ 141,200</b>	
<b>Briarwood (old Cypress Grove 2 Acre Park) (opened 2007)</b>					
	B-B-Q	2	\$ 600	\$ 1,200	10 Years
	Benches	5	\$ 1,200	\$ 6,000	10 Years
	Drinking Fountain	2	\$ 3,000	\$ 6,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Tables	6	\$ 1,200	\$ 7,200	10 Years
	Trash Receptacles	2	\$ 1,200	\$ 2,400	8 Years
			<b>Subtotal</b>	<b>\$ 92,800</b>	
<b>Cypress Grove Pond Landscaping (opened 2007)</b>					
				\$ -	
			<b>Subtotal</b>	<b>\$ -</b>	
<b>Cypress Trail</b>					
	Ballards - pathway	18	\$ 500	\$ 9,000	10 Years
			<b>Subtotal</b>	<b>\$ 9,000</b>	
<b>Cypress Road ROW</b>					
	Island Fence & Pillars	40	\$ 12,500	\$ 500,000	10 Years
	East Cypress Rd and Picasso Dr - 6' Fencing	1	\$ 100,000	\$ 100,000	15 Years
			<b>Subtotal</b>	<b>\$ 600,000</b>	
<b>Zone 3-22 Total</b>				<b>\$ 2,153,025</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$501.06/EDU  
FY 2016-17 Assessments @ \$501.06/EDU  
708.50 EDU's  
Levy Code L6

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-23		
South Oakley		
	Estimated FY 2015-16	Proposed FY 2016-17
<b>ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)</b>	\$373,111	\$302,771
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$344,602	\$355,004
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$10,000	\$10,000
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$727,713</b>	<b>\$667,775</b>
<b>ESTIMATED EXPENDITURES</b>		
<u>Operating Expenses:</u>		
Landscaping (including Live Oak Ranch, Simoni Ranch, Riata & Heartwood Parks)	(\$112,346)	(\$112,346)
Shady Oak Park*	(\$22,050)	(\$22,050)
Rose/Carpenter Park*	(\$30,604)	(\$30,604)
Services & Supplies	(\$113,000)	(\$112,000)
Repairs & Maintenance	(\$14,000)	(\$20,000)
Rehabilitation/Capital Replacements	\$0	\$0
Landscape Conversions/Renovations	(\$100,000)	\$0
<u>Incidental Expenses:</u>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$31,500)	(\$31,500)
County Collection Fees	(\$1,000)	(\$4,000)
<b>TOTAL EXPENDITURES:</b>	<b>(\$424,942)</b>	<b>(\$332,942)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$212,471	\$166,471
Available for Capital Reserves	\$90,300	\$168,362
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$302,771</b>	<b>\$334,833</b>

\*Shady Oak Park is approximately \$35,000/year to maintain. Zone 3-23 receives a contribution from Zone 1 to cover the 'community' portion of the park.

\*Rose/Carpenter Park is approximately \$52,765/year to maintain. Zone 3-23 receives a contribution from Zone 1 to cover the 'community' portion of the park.

CPI Information:	Date	Actual CPI	Increase	Rate
	April-06	208.90		\$398.60
	February-14	248.62	2.45%	\$474.37
	February-15	254.91	2.53%	\$486.38
	February-16	262.60	3.02%	\$501.06

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
7662 - VSFR	82	0.50	41.00	\$20,543
7662 - SFR	0	1.00	0.00	\$0
8760 - VSFR	133	0.50	66.50	\$33,320
8760 - SFR	0	1.00	0.00	\$0
7681 - SFR	40	1.00	40.00	\$20,042
8541 - SFR	354	1.00	354.00	\$177,374
(Anx July 9, 2007, FY07-08) 8530 - SFR	110	1.00	110.00	\$55,116
(Anx July 9, 2007, FY07-08) 8734 - VSFR	26	0.50	13.00	\$6,514
(Anx July 9, 2007, FY07-08) 8734 - SFR	0	1.00	0.00	\$0
(Anx July 9, 2007, FY07-08) 8736 - VSFR	42	0.50	21.00	\$10,522
(Anx July 9, 2007, FY07-08) 8736 - SFR	0	1.00	0.00	\$0
(Anx July 9, 2007, FY07-08) 8916 - VSFR	14	0.50	7.00	\$3,507
(Anx July 9, 2007, FY07-08) 8916 - SFR	27	1.00	27.00	\$13,528
(Anx July 9, 2007, FY07-08) 8981 - SFR	17	1.00	17.00	\$8,518
(Anx Aug 9, 2011, FY11-12) 9183 - VSFR	4	0.50	2.00	\$1,002
(Anx Aug 9, 2011, FY11-12) 9183 - SFR	0	1.00	0.00	\$0
(Anx July 2015, FY15-16) 9104 - SFR	20	0.50	10.00	\$5,011
<b>Total</b>	<b>869</b>		<b>708.50</b>	<b>\$354,998</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-23 South Oakley					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-23 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	6.00 acres	\$ 300,000	\$ 1,800,000	20 Years
	Street Tree Pruning	1,081 Trees	\$ 75	\$ 81,075	
			Subtotal	\$ 1,881,075	
Live Oak Ranch Park (opened 2007)	Benches		\$ 500	\$ -	10 Years
	Drinking Fountain		\$ 2,000	\$ -	8 Years
	Light poles		\$ 3,000	\$ -	10 Years
	Monument sign		\$ 4,000	\$ -	12 Years
	Picnic Tables		\$ 1,000	\$ -	10 Years
	Trash Receptacles		\$ 600	\$ -	8 Years
	Well Pump/electrical		\$ 75,000	\$ -	10 Years
			Subtotal	\$ -	
Simoni Ranch Park (opened 2007)	Ballards- lights	7	\$ 2,700	\$ 18,900	8 Years
	Benches	6	\$ 1,200	\$ 7,200	10 Years
	Fencing (Gehring)		\$ 20,000	\$ 20,000	15 Years
	Trash Receptacles	2	\$ 1,200	\$ 2,400	8 Years
			Subtotal	\$ 48,500	
Heartwood Park (opened 2008)	Benches	7	\$ 1,200	\$ 8,400	10 Years
	Light poles	3	\$ 3,000	\$ 9,000	8 Years
	Monument sign	2	\$ 9,000	\$ 18,000	8 Years
	Pylaster	1	\$ -	\$ -	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Shade Structure (trellis)	1	\$ 50,000	\$ 50,000	8 Years
	Tables	2	\$ 1,200	\$ 2,400	10 Years
	Trash Receptacles	3	\$ 1,200	\$ 3,600	8 Years
			Subtotal	\$ 161,400	
Riata Park (opened 2007)	Ballards - pathway	1	\$ 500	\$ 500	10 Years
	Benches	4	\$ 1,200	\$ 4,800	10 Years
	Light poles	3	\$ 3,000	\$ 9,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Shade Structure (trellis)	1	\$ 50,000	\$ 50,000	8 Years
	Tables	3	\$ 1,200	\$ 3,600	10 Years
	Trash Receptacles	4	\$ 1,200	\$ 4,800	8 Years
			Subtotal	\$ 142,700	
Shady Oak Park (opened 2008)	Basketball Half-Court	1	\$ 20,000	\$ 20,000	15 Years
	Ball Diamond Backstop	1	\$ 35,000	\$ 35,000	15 Years
	Bocce Ball Court	1	\$ 4,000	\$ 4,000	10 Years
	Benches	8	\$ 500	\$ 4,000	10 Years
	Drinking Fountain	1	\$ 2,000	\$ 2,000	8 Years
	Light poles	3	\$ 3,000	\$ 9,000	10 Years
	Monument sign	1	\$ 4,000	\$ 4,000	12 Years
	Play Equipment 5-12	1	\$ 100,000	\$ 100,000	10 Years
	Picnic Tables	7	\$ 1,000	\$ 7,000	10 Years
	Trash Receptacles	8	\$ 600	\$ 4,800	8 Years
	Well Pump/electrical	1	\$ 75,000	\$ 75,000	10 Years
				Subtotal	\$ 264,800
Rose/Carpenter Park (future)	Basketball Half-Court		\$ 20,000	\$ -	15 Years
	Ball Diamond Backstop		\$ 35,000	\$ -	15 Years
	Bocce Ball Court		\$ 4,000	\$ -	10 Years
	Benches		\$ 500	\$ -	10 Years
	Drinking Fountain		\$ 2,000	\$ -	8 Years
	Light poles		\$ 3,000	\$ -	10 Years
	Monument sign		\$ 4,000	\$ -	12 Years
	Play Equipment 5-12		\$ 100,000	\$ -	10 Years
	Picnic Tables		\$ 1,000	\$ -	10 Years
	Trash Receptacles		\$ 600	\$ -	8 Years
	Well Pump/electrical		\$ 75,000	\$ -	10 Years
				Subtotal	\$ -
<b>Zone 3-23 Total</b>				<b>\$ 2,498,475</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$752.64/EDU  
 FY 2016-17 Assessments @ \$250.00/EDU  
 117.00 EDU's  
 Levy Code L9

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-24 Reserve/Stonecreek		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$147,005	\$160,310
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$29,250	\$29,250
Other Sources (Zone 1 Contribution, Gas Tax, etc.)	\$0	\$0
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$176,255</b>	<b>\$189,560</b>
<b>ESTIMATED EXPENDITURES</b>		
<b>Operating Expenses:</b>		
Landscaping	(\$6,500)	(\$8,500)
Stonecreek Park (future)	\$0	\$0
Teton Road Park* (future)	\$0	\$0
Services & Supplies	(\$2,500)	(\$7,000)
Repairs & Maintenance	(\$2,000)	(\$2,000)
Rehabilitation/Capital Replacements	\$0	\$0
<b>Incidental Expenses:</b>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$4,175)	(\$4,175)
County Collection Fees	(\$328)	(\$328)
<b>TOTAL EXPENDITURES:</b>	<b>(\$15,945)</b>	<b>(\$22,445)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$7,973	\$11,223
Available for Capital Reserves	\$152,338	\$155,893
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$160,310</b>	<b>\$167,115</b>

\*Teton Road Park is approximately \$53,000/year to maintain.

Zone 3-24 receives a contribution from Zone 1 to cover the "community" portion of the parks.

CPI Information:	Date	Actual CPI	Increase	Rate
	April-06	208.90		\$598.73
	February-14	248.62	2.45%	\$712.56
	February-15	254.91	2.53%	\$730.60
	February-16	262.60	3.02%	\$752.64

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
8737 - SFR	58	1.00	58.00	\$14,500
8973 - VSFR	9	0.50	4.50	\$1,125
8973 - SFR	0	1.00	0.00	\$0
8994 - VSFR	109	0.50	54.50	\$13,625
8994 - SFR	0	1.00	0.00	\$0
<b>Total</b>	<b>176</b>		<b>117.00</b>	<b>\$29,250</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-24 Assets Reserve/Stonecreek					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-24 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	4.00 acres	\$ 300,000	\$ 1,200,000	20 Years
	Street Tree Pruning	2 Trees	\$ 75	\$ 150	
			<b>Subtotal</b>	<b>\$ 1,200,150</b>	
Stonecreek Detention Pond Buffer (future)					
	Ballards - pathway		\$ 500	\$ -	10 Years
	Ballards- lights		\$ 2,700	\$ -	8 Years
	Banner poles		\$ 335	\$ -	8 Years
	B-B-Q		\$ 600	\$ -	10 Years
	Benches		\$ 1,200	\$ -	10 Years
	Drinking Fountain		\$ 3,000	\$ -	8 Years
	Light poles		\$ 3,000	\$ -	8 Years
	Play Equipment 2-5		\$ 25,000	\$ -	8 Years
	Play Equipment 5-12		\$ 70,000	\$ -	8 Years
	Shade Structure (trellis)		\$ 50,000	\$ -	8 Years
	Tables		\$ 1,200	\$ -	10 Years
	Trash Receptacles		\$ 1,200	\$ -	8 Years
			<b>Subtotal</b>	<b>\$ -</b>	
Teton Road Park (future)					
	Ballards - pathway		\$ 500	\$ -	10 Years
	Ballards- lights		\$ 2,700	\$ -	8 Years
	Banner poles		\$ 335	\$ -	8 Years
	B-B-Q		\$ 600	\$ -	10 Years
	Benches		\$ 1,200	\$ -	10 Years
	Drinking Fountain		\$ 3,000	\$ -	8 Years
	Light poles		\$ 3,000	\$ -	8 Years
	Play Equipment 2-5		\$ 25,000	\$ -	8 Years
	Play Equipment 5-12		\$ 70,000	\$ -	8 Years
	Shade Structure (trellis)		\$ 50,000	\$ -	8 Years
	Tables		\$ 1,200	\$ -	10 Years
	Trash Receptacles		\$ 1,200	\$ -	8 Years
			<b>Subtotal</b>	<b>\$ -</b>	
<b>Zone 3-24 Total</b>				<b>\$ 1,200,150</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

Maximum assessment is: \$1,382.14/EDU  
 FY 2016-17 Assessments @ \$1,000.00/EDU  
 552.50 EDU's  
 Levy Code NZ

COST ESTIMATE/ANNUAL BUDGET FOR		
Zone 3-25 Magnolia Park		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$1,357,495	\$1,380,953
<b>ESTIMATED REVENUES</b>		
Annual Assessments	\$552,500	\$552,500
Other Sources (Zone I Contribution, Gas Tax, etc.)	\$10,000	\$10,000
<b>TOTAL REVENUE AVAILABLE:</b>	<b>\$1,919,995</b>	<b>\$1,943,453</b>
<b>ESTIMATED EXPENDITURES</b>		
<u>Operating Expenses:</u>		
Landscaping (including Novarina Trail Pk & Daffodil Pk)	(\$160,500)	(\$210,000)
Magnolia Community Park*	(\$25,000)	(\$25,000)
Services & Supplies	(\$124,000)	(\$124,000)
Repairs & Maintenance	(\$15,000)	(\$25,000)
Rehabilitation/Capital Replacements	\$0	\$0
Landscape Conversions/Renovations	(\$175,000)	\$0
<u>Incidental Expenses:</u>		
Assessment Engineering	(\$442)	(\$442)
Administration	(\$35,700)	(\$45,700)
County Collection Fees	(\$3,400)	(\$8,500)
<b>TOTAL EXPENDITURES:</b>	<b>(\$539,042)</b>	<b>(\$438,642)</b>
<b>RESERVES</b>		
Retention for Operating Reserves (50% allowable)	\$269,521	\$219,321
Available for Capital Reserves	\$1,111,432	\$1,285,490
<b>BALANCE FORWARD TO ENSUING YEAR</b>	<b>\$1,380,953</b>	<b>\$1,504,811</b>

\*Magnolia Park is approximately \$25,000/year to maintain. Zone 3-25 receives a contribution from Zone 1 to cover the 'community' portion of the park.

CPI Information:	Date	Actual CPI	Increase	Rate
	June-06	209.10		\$1,100.55
	February-14	248.62	2.45%	\$1,308.53
	February-15	254.91	2.53%	\$1,341.66
	February-16	262.60	3.02%	\$1,382.14

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
8731 - SFR	388	1.00	388.00	\$388,000
COM - IMP	10.78	1.00	4.00	\$4,000
REMAINDER COM - VAC	0.17	0.50	0.50	\$500
REMAINDER COM - IMP	0.00	1.00	0.00	\$0
(Anx Aug 9, 2011, FY11-12) 9199 - SFR	43	1.00	43.00	\$43,000
(Anx Aug 9, 2011, FY11-12) 9274 - SFR	117	1.00	117.00	\$117,000
<b>Total</b>	<b>559</b>		<b>552.50</b>	<b>\$552,500</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR					
Zone 3-25					
Magnolia Park					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-25 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	6.00 acres	\$ 300,000	\$ 1,800,000	20 Years
	Street Tree Pruning	1,235 Trees	\$ 75	\$ 92,625	
			<b>Subtotal</b>	<b>\$ 1,892,625</b>	
<b>Magnolia Park (Parcel D)</b> (opened 2008)					
	Ballards - pathway	2	\$ 500	\$ 1,000	10 Years
	Basketball ct/skate area	1	\$ -	\$ -	8 Years
	Monument sign	1	\$ 9,000	\$ 9,000	10 Years
	Benches(8) + dugout benches(2)	10	\$ 1,200	\$ 12,000	10 Years
	Drinking Fountain	1	\$ 3,000	\$ 3,000	8 Years
	Well Pumps/Electric for Irrigation	1	\$ 75,000	\$ 75,000	8 Years
	Well Redrilling for irrigation water	1	\$ 100,000	\$ 100,000	50 Years
	Light poles	5	\$ 3,000	\$ 15,000	8 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Shade Structure (cooltoppers)	4	\$ 50,000	\$ 200,000	8 Years
	Tables	4	\$ 1,200	\$ 4,800	10 Years
	Trash Receptacles	5	\$ 1,200	\$ 6,000	8 Years
			<b>Subtotal</b>	<b>\$ 520,800</b>	
<b>Novarina Trail Park (Parcel E &amp; F)</b> (opened 2008)					
	Ballards - pathway	5	\$ 500	\$ 2,500	10 Years
	Benches	4	\$ 1,200	\$ 4,800	10 Years
	Drinking Fountain	1	\$ 3,000	\$ 3,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Shade Structure (cooltoppers)	3	\$ 50,000	\$ 150,000	8 Years
	Tables	6	\$ 1,200	\$ 7,200	10 Years
	Trash Receptacles	4	\$ 1,200	\$ 4,800	8 Years
			<b>Subtotal</b>	<b>\$ 242,300</b>	
<b>Daffodil Park (Parcel G)</b> (opened 2009)					
	Ballards - pathway	2	\$ 500	\$ 1,000	10 Years
	Benches	5	\$ 1,200	\$ 6,000	10 Years
	Drinking Fountain	1	\$ 3,000	\$ 3,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Shade Structure (cooltoppers)	1	\$ 50,000	\$ 50,000	8 Years
	Tables	2	\$ 1,200	\$ 2,400	10 Years
	Trash Receptacles	4	\$ 1,200	\$ 4,800	8 Years
			<b>Subtotal</b>	<b>\$ 137,200</b>	
				<b>Zone 3-25 Total</b>	<b>\$ 2,792,925</b>

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.



Maximum assessment is: \$1,810.26/EDU  
 FY 2016-17 Assessments @ \$450.00/EDU  
 608.87 EDU's  
 Levy Code N3

COST ESTIMATE/ANNUAL BUDGET FOR Zone 3-26 Summer Lake South		
	Estimated FY 2015-16	Proposed FY 2016-17
ESTIMATED BEGINNING FUND BALANCE (as of June 30, 2016)	\$689,204	\$544,455
APPROPRIATIONS OF REPLACEMENT RESERVE		
ESTIMATED REVENUES		
Annual Assessments	\$217,282	\$273,992
Other Sources (Zone I Contribution, Gas Tax, etc.)	\$25,000	\$25,000
TOTAL REVENUE AVAILABLE:	\$931,486	\$843,447
ESTIMATED EXPENDITURES		
<u>Operating Expenses:</u>		
Landscaping (including Lakewood, Manresa, & Sycamore Park)*	(\$24,740)	(\$30,000)
Summer Lake Park**	(\$169,074)	(\$140,000)
Services & Supplies	(\$66,467)	(\$58,300)
Repairs & Maintenance	(\$10,000)	(\$15,000)
Rehabilitation/Capital Replacements	\$0	\$0
Landscape Conversions/Renovations	(\$100,000)	\$0
<u>Incidental Expenses:</u>		
Assessment Engineering	(\$450)	(\$450)
Administration	(\$15,100)	(\$21,100)
County Collection Fees	(\$1,200)	(\$1,800)
TOTAL EXPENDITURES:	(\$387,031)	(\$266,650)
RESERVES		
Retention for Operating Reserves (50% allowable)	\$193,516	\$133,325
Available for Capital Reserves	\$350,940	\$443,472
BALANCE FORWARD TO ENSUING YEAR	\$544,455	\$576,797

\*It is assumed the City of Oakley maintains the Park areas and the Homeowner's Association maintains streetscape.

\*\*Summer Lake Park is approximately \$140,000/year to maintain. Zone 3-26 receives a contribution from Zone 1 to cover the 'community' portion of the park.

CPI Information:	Date	Actual CPI	Increase	Rate
	June-05	201.20		\$1,353.53
	February-14	248.62	2.45%	\$1,713.85
	February-15	254.91	2.53%	\$1,757.25
	February-16	262.60	3.02%	\$1,810.26

Subdivision	No. of Units	EDU Rate	No. of EDU's	Revenue
8900 - SFR	196	1.00	196.00	\$88,200
8955 - VSFR	46	0.50	23.00	\$10,350
8955 - SFR	246	1.00	246.00	\$110,700
7562 - VSFR	2	0.50	1.00	\$450
7562 - SFR	136	1.00	136.00	\$61,200
School - VAC	10.00		3.00	\$1,350
School - IMP	0.00	1.00	0.00	\$0
Canoe Club - INST	2.54	1.00	2.54	\$1,143
HOA Daycare - INST	1.33	1.00	1.33	\$599
<b>Total</b>	<b>639.87</b>		<b>608.87</b>	<b>\$273,992</b>

ASSET LIFECYCLE REPLACEMENT PROGRAM FOR Zone 3-26 Assets Summer Lake South					
PARK / SITE	ITEM	QUANTITY	REPLACEMENT COST PER UNIT	TOTAL REPLACEMENT COST	LIFE EXPECTENCY (Years)
<b>Zone 3-26 Assets</b>					
Streetscape (Landscape ROW and/or Medians) - includes hardscape, pumps, controllers, backflows, irrigation matrix, plants/trees, trash receptacles, etc.					
	Streetscape	0.00 acres	\$ 300,000	\$ -	20 Years
	Street Tree Pruning in Parks	510 Trees	\$ 75	\$ 38,250	7 Years
			<b>Subtotal</b>	<b>\$ 38,250</b>	
<b>Summer Lake Park (opened 2008)</b>					
	Ballards - pathway	14	\$ 500	\$ 7,000	10 Years
	B-B-Q	6	\$ 600	\$ 3,600	10 Years
	Benches	41	\$ 1,200	\$ 49,200	10 Years
	Drinking Fountain	1	\$ 3,000	\$ 3,000	8 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Restroom	1	\$ 100,000	\$ 100,000	20 Years
	Shade Structure (cooltoppers)	3	\$ 50,000	\$ 150,000	8 Years
	Tables	38	\$ 1,200	\$ 45,600	10 Years
	Trash Receptacles	11	\$ 1,200	\$ 13,200	8 Years
			<b>Subtotal</b>	<b>\$ 466,600</b>	
<b>Lakewood Park (opened 2009)</b>					
	Ballards - pathway	5	\$ 500	\$ 2,500	10 Years
	Benches	3	\$ 1,200	\$ 3,600	10 Years
	Drinking Fountain	1	\$ 3,000	\$ 3,000	8 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Shade Structure (cooltoppers)	3	\$ 50,000	\$ 150,000	8 Years
	Tables	2	\$ 1,200	\$ 2,400	10 Years
	Trash Receptacles	3	\$ 1,200	\$ 3,600	8 Years
			<b>Subtotal</b>	<b>\$ 260,100</b>	
<b>Manresa Park (opened 2009)</b>					
	Ballards - pathway	7	\$ 500	\$ 3,500	10 Years
	Benches	3	\$ 1,200	\$ 3,600	10 Years
	Tables	2	\$ 1,200	\$ 2,400	10 Years
	Trash Receptacles	2	\$ 1,200	\$ 2,400	8 Years
			<b>Subtotal</b>	<b>\$ 11,900</b>	
<b>Sycamore Park (opened 2009)</b>					
	Ballards - pathway	2	\$ 500	\$ 1,000	10 Years
	Benches	2	\$ 1,200	\$ 2,400	10 Years
	Trash Receptacles	2	\$ 1,200	\$ 2,400	8 Years
			<b>Subtotal</b>	<b>\$ 5,800</b>	
<b>Lakeside Park (opened 2014)</b>					
	Ballards - pathway	25	\$ 500	\$ 12,500	10 Years
	Bike Rack	1	\$ 300	\$ 300	10 Years
	Benches	3	\$ 1,200	\$ 3,600	10 Years
	Drinking Fountain	1	\$ 3,000	\$ 3,000	8 Years
	Play Equipment 2-5	1	\$ 25,000	\$ 25,000	8 Years
	Play Equipment 5-12	1	\$ 70,000	\$ 70,000	8 Years
	Shade Structure	1	\$ 50,000	\$ 50,000	8 Years
	Tables	3	\$ 1,200	\$ 3,600	10 Years
	Trash Receptacles	2	\$ 1,200	\$ 2,400	8 Years
			<b>Subtotal</b>	<b>\$ 170,400</b>	
<b>Leeward Park (opened 2014)</b>					
	Ballards - pathway	3	\$ 500	\$ 1,500	10 Years
	Benches	2	\$ 1,200	\$ 2,400	10 Years
	Fitness Equipment	3	\$ 5,000	\$ 15,000	8 Years
	Tables	2	\$ 1,200	\$ 2,400	10 Years
	Trash Receptacles	1	\$ 1,200	\$ 1,200	8 Years
			<b>Subtotal</b>	<b>\$ 22,500</b>	
<b>North Lakeside Park (future)</b>					
	Ballards - pathway		\$ 500	\$ -	10 Years
	Benches		\$ 1,200	\$ -	10 Years
	Drinking Fountain		\$ 3,000	\$ -	8 Years
	Play Equipment 5-12		\$ 70,000	\$ -	8 Years
	Shade Structure (cooltoppers)		\$ 50,000	\$ -	8 Years
	Tables		\$ 1,200	\$ -	10 Years
	Trash Receptacles		\$ 1,200	\$ -	8 Years
			<b>Subtotal</b>	<b>\$ -</b>	
<b>Greenbelt (future)</b>					
	Ballards - pathway		\$ 500	\$ -	10 Years
	Benches		\$ 1,200	\$ -	10 Years
	Drinking Fountain		\$ 3,000	\$ -	8 Years
	Play Equipment 5-12		\$ 70,000	\$ -	8 Years
	Shade Structure (cooltoppers)		\$ 50,000	\$ -	8 Years
	Tables		\$ 1,200	\$ -	10 Years
	Trash Receptacles		\$ 1,200	\$ -	8 Years
			<b>Subtotal</b>	<b>\$ -</b>	
<b>Zone 3-26 Total</b>				<b>\$ 975,550</b>	

\*Street Tree Pruning is for an estimated pruning schedule of once every 7 years. This line item is for the pruning of the trees only, not full replacement.

APPENDIX C

BENEFIT ZONE 2  
STREET LIGHTING

EQUIVALENT DWELLING UNITS  
BY LAND USE CLASSIFICATION

*Benefit Zone No. 2 - Street Lighting Equivalent Dwelling Units by Land Use Classification*

<u>Classification</u>	<u>County Land Use Code</u>	<u>Intensity Factor</u>	<u>Pedestrian Factor</u>	<u>Security Factor</u>	<u>Total Equivalent Dwelling Units</u>
<b>1. Single Family Residential</b>					
A. Single Family Homes	11, 12, 13, 14, 19, 61	0.250	0.500	0.250	1.000
B. Condominiums	29	0.250	0.125	0.125	0.500
<b>2. Multiple Family Residential</b>					
A. Two	21	0.250	1.250	0.500	2.000
B. Three	22, 24	0.250	2.250	0.500	3.000
C. Four	23	0.500	3.000	0.500	4.000
D. Five to Twelve	25	0.500	3.500	1.000	5.000
E. Thirteen to Twenty-four	26	0.750	4.000	1.250	6.000
F. Twenty-five to Fifty-nine	27	0.750	4.500	1.750	7.000
G. Sixty or more	28	1.000	5.000	2.000	8.000
<b>3. Commercial</b>					
A. Commercial stores (not supermarket)	31	1.000	3.000	1.000	5.000
B. Small grocery stores	32	1.000	3.000	1.000	5.000
C. Office buildings	33	1.000	3.000	1.000	5.000
D. Medical-dental offices	34	1.000	3.000	1.000	5.000
E. Service stations, car washes/bulk plants	35	1.000	3.000	1.000	5.000
F. Garages	36	1.000	3.000	1.000	5.000
G. Community facilities, recreational, etc.	37	1.000	3.000	1.000	5.000
H. Golf Courses	38	1.000	3.000	1.000	5.000
I. Bowling Alleys	39	1.000	3.000	1.000	5.000
J. Boat harbors	40	1.000	3.000	1.000	5.000
K. Supermarkets (not in shopping centers)	41	1.000	3.000	1.000	5.000
L. Shopping centers	42	1.000	3.000	1.000	5.000
M. Financial office buildings	43	1.000	3.000	1.000	5.000
N. Hotels, motels, mobile homes	44	1.000	3.000	1.000	5.000
O. Theaters	45	1.000	3.000	1.000	5.000
P. Drive-in restaurants	46	1.000	3.000	1.000	5.000
Q. Restaurants	47	1.000	3.000	1.000	5.000
R. Mixed multiple/commercial	48	1.000	3.000	1.000	5.000
S. New car agencies	49	1.000	3.000	1.000	5.000
<b>4. Industrial</b>					
A. Industrial parks	51, 52	1.000	3.000	1.000	5.000
B. Industrial	53, 54, 56	1.000	3.000	1.000	5.000
C. Warehouses	55	1.000	3.000	1.000	5.000
<b>5. Institutional</b>					
A. Convalescent hospitals & rest homes	70	1.000	3.000	1.000	5.000
B. Churches	71	1.000	3.000	1.000	5.000
C. Cemeteries, Mortuaries	74	1.000	3.000	1.000	5.000
D. Fraternal & service organizations	75	1.000	3.000	1.000	5.000
<b>6. Miscellaneous Properties</b>					
A. Vacant Land	15, 16, 17, 18, 20, 30, 50	0.250	0.000	0.250	0.500
B. Vacant Land	62, 63, 64, 65, 66, 67, 68, 69	0.250	0.000	0.250	0.500

APPENDIX D  
ASSESSMENT ROLL  
FISCAL YEAR 2016-17  
(on file with the City Clerk)



## STAFF REPORT

**Date:** Tuesday, May 24, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Dwayne Dalman, Economic Development Manager  
**SUBJECT:** **Authorization to Execute a Memorandum of Understanding and Lease Agreement with the Oakley Chamber of Commerce to rent space at 3330 Main Street**

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Summary and Background

The Oakley Chamber of Commerce currently leases space at a City-owned building located at 3150 Main Street. They have been at this location for seven years, and pay rent of \$1.00 per year. However, this space needs to be vacated by June 1, in order to allow for the demolition of the building to accommodate the Main Street widening project that is anticipated to start in July, 2016.

The City has recently completed renovating the building located at 3330 Main Street, for Guanatos Ice Cream. The renovation includes a 720 square foot space on the ground floor, to the rear of the Guanatos space. The cost of the renovation for this space is approximately \$13,000. If the City were to rent the space to a tenant paying market rent, rental income would be approximately \$1,080 per month (720 sq. ft. x \$1.50 per sq. ft.) Acknowledging the services that the Chamber will provide to the community, staff is proposing to rent this space to the Chamber at the rate of \$1.00 per year, according to the terms of a Lease Agreement dated May 25, 2016.

### Memorandum of Understanding

At the April 26<sup>th</sup> Council meeting, the Chamber presented a Business Plan and a *pro forma* Budget to the City Council. The Business Plan and Budget outline the steps that the Chamber proposes to take in order to become more financially sustainable and to partner with the City. The plan highlights ways that the Chamber will work to:

- a. Increase membership by 44% in 2016, in order to increase annual revenues by \$4,375
- b. Increase membership participation
- c. Retain existing members
- d. Partner with the City
- e. Hire an employee(s) to provide office management of 20 hours per week, with the funds generated by increased membership and fund raising

After the presentation of the Business Plan and Budget, the Council directed staff to draft a Memorandum of Understanding (MOU) with the Chamber and a Lease Agreement for the space located at 3330 Main Street.

The purpose of the MOU is to define the specifics of the Chamber lease as well as define the anticipated parameters of the partnership moving forward between the City and the Chamber.

The MOU states that the Chamber shall:

- Implement the steps outlined in the Business Plan and administer the budget pro forma in order to achieve the goals outlined
- Submit a financial statement and a membership roster to the City on a semi-annual basis
- Include the City's Economic Development Manager in Chamber meetings
- Commit to office hours of 20 hours per week.

The MOU states the City shall:

- Lease the suite at 3330 Main Street to the Chamber on a month-to-month basis for \$1.00 per year, pursuant to the lease terms found within the Lease Agreement.
- Lend in-kind assistance through the efforts of its Economic Development Manager.
- Review the annual financial statements and membership roster provided by the Chamber to verify that the proposed Business Plan objectives are on track.
- Verify that the Chamber office will be open for business at a minimum of 20 hours per week, in order to maximize the use of a viable and visible space in the downtown area.
- Engage in discussions with the Chamber regarding its possible participation in the anticipated Entrepreneur Incubator (Incubator) space to be located on the second floor of 3330 Main Street. The Chamber

participation would likely include relocation to the Incubator to act in an on-site management/reception capacity.

- After a review of the annual financial statements and membership roster, notify the Chamber in writing if sufficient progress is not made on the goals outlined in the Business Plan and Budget and will provide a copy of this report to the City Council.

### **Lease Agreement**

The City will lease the suite at 3330 Main Street to the Chamber on a month-to-month basis for \$1.00 per year, pursuant to the lease terms found within the Lease Agreement.

### **Fiscal Impact**

The City has spent approximately \$13,000 to renovate the space to be occupied by the Chamber. Acknowledging the services that the Chamber will provide to the community, the City will receive \$1.00 in annual revenue from the Chamber lease. In addition, the City will enter into an MOU with the Chamber which outlines the parameters of the partnership moving forward between the City and the Chamber and the ways that the Chamber will implement a submitted Business Plan and *pro forma* Budget in order to be more financially sustainable.

### **Recommendation**

Adopt a resolution approving a Memorandum Of Understanding and Lease Agreement with the Oakley Chamber of Commerce for space at 3330 Main Street and authorizing the City Manager to execute the agreements.

### **Attachments**

- 1) Resolution
- 2) Memorandum of Understanding
- 3) Lease Agreement
- 4) Chamber of Commerce Business Plan
- 5) Chamber of Commerce *pro forma* Budget



RESOLUTION NO. \_\_\_\_\_-10

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF  
UNDERSTANDING AND LEASE AGREEMENT WITH THE OAKLEY CHAMBER  
OF COMMERCE FOR THE LEASE OF SPACE LOCATED AT 3330 MAIN  
STREET**

**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 Memorandum of Understanding and Lease Agreement between the City and the Oakley Chamber of Commerce for the lease of space in property located at 3330 Main Street.

The foregoing resolution was introduced at a regular meeting of the Oakley City held on the 24th day of May 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

**ATTEST:**

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

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

City of Oakley/Oakley Chamber of Commerce

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into this 25th day of May, 2016 by and between the City of Oakley (CITY) and the Oakley Chamber of Commerce (CHAMBER).

Recitals

- A. The CITY has renovated the building located at 3330 Main Street, to include a 720 square foot suite on the ground floor. The cost of the renovation for this suite is approximately \$13,000. Market rent for this space would be approximately \$1,080 per month (720 sq. ft. x \$1.50 per sq. ft.) Acknowledging the services that the CHAMBER will provide to the community, the CITY is proposing to rent this space to the CHAMBER at the rate of \$1.00 per year, according to the terms of a Lease Agreement dated May 25, 2016 (Exhibit A).
- B. The CITY currently leases space to the CHAMBER at 3150 Main Street at a rate of \$1.00 per year; however, this space will be vacated by June 1, 2016 in order to allow for the demolition of the building to accommodate the Main Street widening.
- C. The CHAMBER presented a Business Plan (Exhibit B) and a *pro forma* Budget (Exhibit C) to the Oakley City Council at the April 26, 2016 Council meeting. The Business Plan and Budget outlined the steps that the CHAMBER proposes to take in order to be more financially sustainable and to partner with the CITY.

**NOW, THEREFORE, the Parties agree that the purpose of this MOU is to define the parameters of the CHAMBER lease of the tenant space located at 3330 Main Street as well as define the anticipated parameters of the partnership moving forward between the CITY and the CHAMBER.**

**NOW, THEREFORE, the parties further agree as follows:**

**CHAMBER shall . . .**

- 1. Implement the Business Plan which outlines the ways that they anticipate to:
  - a. Increase membership
  - b. Retain membership
  - c. Increase membership participation
  - d. Partner with the CITY
- 2. Administer the budget set forth in the Business Plan, which outlines the anticipated outcomes of achieving these goals, including the following:
  - a. In 2016, increase membership by 44%, in order to increase annual revenues by \$4,375
  - b. Increased revenues allow for the hiring of an employee(s) to provide office management of 20 hours per week
- 3. Submit to the CITY a financial statement and membership roster on a semi-annual basis.
- 4. Include the City's Economic Development Manager in Chamber meetings.

5. Commit to office hours of 20 hours per week.

**CITY shall . . .**

1. Lease the suite at 3330 Main Street to the CHAMBER on a month-to-month basis for \$1.00 per year, pursuant to the lease terms found within the Lease Agreement referred to herein.
2. Lend in-kind assistance through the efforts of its Economic Development Manager.
3. Review the annual financial statements and membership roster provided by the Chamber to verify that the proposed Business Plan objectives are on track.
4. Verify that the CHAMBER office will be open for business at a minimum of 20 hours per week, in order to maximize the use of a viable and visible space in the downtown area.
5. Engage in discussions with the CHAMBER regarding its possible participation in the anticipated Entrepreneur Incubator (Incubator) space to be located on the second floor of 3330 Main Street. CHAMBER participation would likely include relocation to the Incubator to act in an on-site management/reception capacity.
6. After a review of the annual financial statements and membership roster, notify the CHAMBER in writing if sufficient progress is not made on the goals outlined in the Business Plan and Budget and will provide a copy of this report to the City Council.

**IN WITNESS WHEREOF**, the parties have entered into this MOU.

**CITY OF OAKLEY**

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

APPROVED AS TO FORM:

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

ATTEST:

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

**OAKLEY CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
Mark Whitlock  
President

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

This Lease Agreement ("Lease"), by and between the City of Oakley, a municipal corporation ("Lessor"), and the Oakley Chamber of Commerce, hereinafter collectively designated as ("Lessee"), is made on the following terms and conditions:

*Recitals*

- A. The City of Oakley, collectively herein "CITY" is the owner of that real property located at 3330-B Main Street, Oakley, California.
- B. The property was originally acquired by Lessor with the use of funding from the Oakley Redevelopment Agency. Because of law adopted by the State of California, the Oakley Redevelopment Agency has been disbanded and its rights and obligations assumed by the Successor Agency to the Oakley Redevelopment Agency. The Successor Agency is charged with disposing of real property acquired with redevelopment funding, as directed by the Oversight Board of the Successor Agency to the Oakley Redevelopment Agency and the Agency's Long Range Management Plan (LRMP) approved by the Department of Finance. The LRMP sets forth the use of this property as "future development" which entails that certain conditions are placed on the property. Due to this arrangement, CITY as Lessor is only able to enter into a month-to-month lease.

*Agreement*

**Now, therefore, the parties agree as follows:**

1. **DESCRIPTION.** Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, on the terms and conditions hereinafter set forth, those certain premises hereinafter referred to as the "leased premises" and described as follows:

**Those certain premises located at 3330-B Main Street, Oakley, California,  
(Assessor's Parcel Number 037-160-027)**

2. **TERM.** The term of this Lease shall be month-to month, commencing on the 1<sup>st</sup> day of June, 2016. Lessor shall have the right to terminate this Lease prior to expiration of this term upon 120 days written notice to Lessor, as provided for in a Memorandum of Understanding between the CITY and Lessee dated May 25, 2016 (Exhibit A).

3. **RENT AND COMMON AREA MAINTENANCE CHARGES.** The rent for the leased premises shall be collected as follows:

ONE DOLLAR AND NO CENTS (\$1.00) per year, payable on or before June 1<sup>st</sup> of each year. Rent payments shall be mailed or hand-delivered to:

City of Oakley  
Attn: Finance Director  
3231 Main Street  
Oakley, CA 94561

4. **SECURITY DEPOSIT:** Lessor holds a deposit in the amount of FIVE-HUNDRED DOLLARS AND NO/100 (\$500.00), as security for the full and faithful performance by Lessee of all terms, conditions, and covenants of this Lease.

Upon termination of this Lease, the Lessor may use any portion of the security deposit as may be reasonably necessary to remedy Lessee's defaults of the provisions of this Lease Agreement, including, but not limited to, payment of unpaid rent due under paragraph 3 of this Lease, cleaning of the Premises, repair of damage, or for storage of personal property which has been abandoned by Lessee. Any remaining portion of the security deposit after such deduction shall be mailed to Lessee at Lessee's last known address.

5. **USE:** The premises are leased to Lessee for the purpose of a Chamber of Commerce office, and for no other purpose without the written consent of the Lessor. Lessee shall not leave the premises unoccupied or vacant, but shall conduct and carry on only the type of business specifically set forth herein.

6. **COMMON AREAS:** The Lessor reserves the right to regulate the use of areas and facilities which are available for use by the general public or Lessor's other lessees and designees, for ingress and egress, for service and loading areas

and for parking, whether within or without the area of the leased premises described above. Lessee agrees that the maintenance and use of such areas by the Lessee, its employees, agents, customers and invitees, shall be in common with others, as Lessor may from time to time permit. The manner in which the said common areas and facilities shall be maintained, and the expenditures for maintenance shall be at the sole discretion of Lessor and the use of such areas and facilities shall be subject to such reasonable regulations and changes as Lessor shall make from time to time.

No part of any parking area adjoining the premises is leased hereunder, but Lessor agrees that the parking area shall be available to be used by customers of Lessee along with customers of other tenants of the building. Lessee, its employees and agents shall park their automobiles in such a place or places as shall be designated by Lessor. Lessee agrees that upon written notice from Lessor, it will, within five days, furnish the automobile license numbers of its cars and the cars of all its employees and agents. No vehicle may be parked on the premises overnight.

7. **UTILITIES COST.** Lessee agrees to pay for garbage service directly to the garbage provider and for water usage directly metered to the space. Sewer charges are billed annually to the CITY. In December of each year, the CITY will present an invoice for sewage use. Lessee is responsible for payment of electricity based on usage directly metered to the space and billed monthly by the CITY.

8. **ALTERATIONS AND REPAIRS.** Lessee shall make no alterations of or additions to either the interior or exterior of the said premises without the written consent of Lessor. Any such additions to or alterations of the premises shall be made at the expense of the Lessee, and any such alterations of or additions to the premises, including any locks, bolts or security grating and hardware, shall become at once a part of the realty and belong to Lessor. Lessee, at Lessee's sole cost, is responsible for all repairs and maintenance of the lease premises and shall keep and maintain said premises and appurtenances and every part thereof, including but not limited to the store front, exterior walls, doors, roof, plumbing, sewers, plate glass and other glazing, duct work, electrical wiring and lights, sign fixtures, canopies and sidewalks adjacent to the premises, floors, ceilings, fire sprinkler systems and the entire interior of the premises in good and sanitary order, condition and repair, making replacements as necessary. Lessee hereby waives all right to make repairs at the expense of Lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of

said Civil Code. If, during the term of this Lease, in the judgment of Lessor, the Lessee shall fail to keep and maintain the premises in any respect required by this Paragraph, Lessor may do anything necessary to correct the problem by restoring the good and sanitary order and condition, or make the repair, provided that the Lessee shall have failed to correct such problem or make such repair within fifteen (15) days after receipt of notice from Lessor. Any amounts expended by Lessor to correct such problem or make such repair shall be deemed to be additional rental and is payable as such on the next day upon which rent becomes due.

By entry hereunder, Lessee accepts the premises in their present order, condition and repair and agrees on the last day of said term or sooner termination of this Lease, to surrender unto Lessor said premises with the said appurtenances in the same condition as when received, reasonable use and wear thereof excepted. Lessee understands that Lessor makes no representations or warranties as to the physical or mechanical qualities of the premises. Any costs at the outset necessary to make the leased premises tenantable shall be borne by the Lessee.

9. **TRADE FIXTURES.** Subject to the provisions of this Agreement, Lessee at Lessee's expense may install in or on the leased premises such fixtures, equipment, furniture and property as it may consider advisable for the conduct of its business, provided that any such installation shall not cause any material damage to the improvements on the leased premises. Lessee shall remove all unattached, movable furniture, trade fixtures and store equipment installed on the leased premises by Lessee and the same shall be removed by Lessee at or before the expiration or termination of this Lease, or any renewal term hereof, and if damage is caused by such removal, Lessee agrees to repair such damage at its own cost forthwith.

10. **FREE FROM LIENS.** Lessee shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee.

11. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Lessee shall, at its sole cost and expense, comply with all of the requirements of all County, Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises, and shall faithfully observe in the use of the premises all County, Municipal, State and Federal laws now in

force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be party thereto or not, that Lessee has violated any such laws in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

**12. ASSIGNMENT OR SUBLETTING.** Lessee shall not assign this Lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the Lessor's prior written consent of the assignment or subletting after reviewing the proposed tenant's business background, creditworthiness and financial conditions which written consent shall not be unreasonably withheld by Lessor. Lessor's consent to any assignment shall be withheld in the event there shall be any change or modification of the use of the premises from that stipulated in Paragraph 4 above. Upon any assignment or subletting, the parties agree that the base rent stipulated in Paragraph 3 above shall be increased to the market rent determined by survey of the rent then being asked for similar vacant premises in the area, but in no event shall the new base rent be less than the base rent payable for the last full month immediately preceding the assignment or subletting. Lessor's consent to any one assignment or subletting, shall not constitute a waiver of any subsequent assignment or subletting requirements as set forth in this Agreement. Any assignment or subletting without the Lessor's consent shall, at the option of the Lessor, be voidable and be deemed a breach of this Lease. In the event of any assignment or subletting, it is understood that Lessee shall not be relieved of any liability or performance of any term of this Lease.

**13. TAXES AND ASSESSMENTS.**

**13.1 PERSONAL PROPERTY AND TRADE FIXTURES.** Lessee shall be liable for all taxes and assessments levied against personal property and trade fixtures or improvements placed by or for Lessee in, on or about the leased premises. If any such taxes or assessments on Lessee's personal property or trade fixtures or improvements are levied against the Lessor or Lessor's property, and if Lessor pays the same, which Lessor shall have the right to do regardless of the validity of such levy, of if the assessed value of Lessor's property is increased by the inclusion therein of the value placed upon such personal property or improvements of Lessee, and if Lessor pays the taxes and assessments based on such increased assessment, which Lessor shall have the right to do, regardless of the validity thereof, Lessee,



upon demand, shall, as the case may be, repay to Lessor the taxes and assessments so levied against Lessor, or the proportion of such taxes and assessments resulting from such increases in the assessment.

14. **ADVERTISEMENTS AND SIGNS.** Lessee shall not place or permit to be placed any sign, marquee, lettering, decoration, advertising, light or awning on the outside of the leased premises or on the inside of the said premises if the same be visible from the outside of the leased premises, without the written consent of Lessor. Lessee agrees that all signs shall be conformity with dimensions and color schemes designated by Lessor. Lessee, upon request of Lessor, shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed in, on or about the premises and which, in the opinion of Lessor, is objectionable or offensive, and if Lessee fails so to do, Lessor may enter upon the leased premises and remove the same. Lessee agrees not to use a phonograph, loud speaker or other sound equipment audible from the outside of the premises without the prior written consent of Lessor. Lessee shall comply with all sign requirements as set forth in the Oakley Municipal Code.

15. **LESSEE'S INSURANCE.** During the term of this Lease, Lessee at its own cost and expense, shall procure from reliable insurance satisfactory to Lessor, and keep in full force and effect at all times during this Lease term, a public liability and property damage insurance policy in amounts of not less than the following: Bodily injury liability - \$1,000,000 each person, \$1,000,000 each occurrence; property damage liability - \$500,000 each occurrence. Said policy shall cover injuries to and/or death of all persons and loss of or damage to property (including loss of use) occasioned by or arising from or out of the acts or omissions of Lessee, its agents and/or employees and/or the condition of the premises. Such insurance shall expressly inure to the benefit of Lessor, its agent or employees, for liability arising or alleged to have arisen from such acts or omission on the leased premises or the operations of Lessee or anyone directly or indirectly employed by Lessee. Said insurance policy shall name both Lessor and Lessee as insureds, with a copy of said policy being furnished directly to Lessor.

Lessee is to obtain a written obligation on the part of the insurance carriers to notify Lessor in writing at least ten (10) days prior to any cancellation or expiration without renewal thereof, and Lessee agrees if it does not keep said insurance in full force and effect the Lessor may take out the necessary insurance

and pay the premium, and the repayment thereof shall be deemed to be a part of the rental and is payable as such on the next day upon which rent becomes due.

The Lessee shall, at its sole cost and expense, comply with any and all recommendations and requirements pertaining to the leased premises of any insurance organization or company in connection with the maintenance of fire and public liability insurance covering the leased premises and the shopping center.

16. **WASTE.** The Lessee shall not commit, or suffer to be committed, any waste upon the leased premises or any public or private nuisance.

17. **PROHIBITED USES.** Lessee shall not use the leased premises for, or carry on or permit upon said leased premises, any offensive, unlawful, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against the public policy. Lessee shall not conduct or permit any auction sale, sidewalk sale or parking lot sale to be held in or about the leased premises, although outdoor seating for Lessee's customers is allowed with a seating plan approved by Lessor. Lessee shall not solicit business, distribute handbills, store its equipment or merchandise or erect any signs, planters or other barriers on any sidewalk, in the parking lot, or in any common area, without the written permission of the City Manager.

18. **ENTRY BY LESSOR.** Lessee shall permit the Lessor and its designees to enter into and upon the leased premises after reasonable notice is given to Lessee, who shall not unreasonably withhold such permission, (a) to inspect the premises; (b) to make repairs, alterations or additions (with such materials as Lessor may deem necessary therefore) to the leased premises, the building of which the leased premises form a part, or any property owned or controlled by Lessor; (c) to post notices of non-liability for alterations, additions or repairs; (d) to place upon the property in which the said leased premises are located any usual or ordinary "For Sale" signs, and to show any prospective purchasers the leased premises; (e) to place upon said leased premises any usual or ordinary "To Let" or "To Lease" signs, at any time within ninety (90) days prior to the expiration of this Lease, in which case Lessee shall allow prospective lessees or applicants to enter and examine said leased premises during the said last ninety (90) days; and (f) for any other lawful purposes. In all instances of emergency, entry by Lessor, its designees or its invitees, Lessee waives any claim to damages or any rebate of rent for any

loss of occupation or quiet enjoyment of the leased premises, including loss of business, occasioned by such entry.

**19. INDEMNIFICATION OF LESSOR.** Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, merchandise or property of Lessee in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, merchandise or property of any person, occurring in, upon or about the leased premises, sidewalks or parking areas adjacent thereto, from any cause arising at any time during the term of this Lease or any extension hereof. Lessee agrees that if Lessor is involuntarily made a party defendant to any litigation concerning this Lease or the demised leased premises, for any reason other than because of any act or omission of Lessor, then Lessee shall hold Lessor harmless from all liability by reason thereof, including reasonable attorney's fees incurred by Lessor in such litigation and all taxable court costs.

**20. INSOLVENCY.** The following shall constitute a breach of this Lease by Lessee: (a) the insolvency of the Lessee; (b) the commencement of any bankruptcy proceedings whether begun by or against the Lessee; (c) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee; (d) an assignment by Lessee for the benefit of creditors.

**21. NOTICES.** Any notice, demand or communication under or in connection with this Lease may be served by either party upon the other by personal service, or by mailing the same by registered mail in the United States Post Office, postage thereon fully prepaid, and directed to Lessor at 3231 Main Street, Oakley, California 94561 and may, likewise, be served on Lessee by personal service, or by mailing the same, addressed to Lessee at 3330 Main Street, Oakley, California 94561 whether or not Lessee has departed from, abandoned or vacated said leased premises. Either Lessor or Lessee may change its address by notifying the other party in writing as to such new address as may be desired used and which same shall continue as the address until further written notice.

**22. TIME IS OF THE ESSENCE.** Time is hereby expressly declared to be of the essence of this Lease and of all the covenants, agreements, conditions and obligations herein contained.

23. **NON-WAIVER OF BREACH.** The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenants or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

24. **EFFECT OF EXERCISE OF PRIVILEGE BY LESSOR.** The exercise of any right or option or privilege hereunder by Lessor shall not exclude Lessor from exercising any and all other rights, privileges, and options hereunder and Lessor's failure to exercise any right, option or privilege nor shall it relieve Lessee from Lessee's part to be performed hereunder nor from damage or other remedy for failure to perform or meet the obligations of this Lease.

25. **VACATING OR ABANDONMENT OF PREMISES.** Lessee shall not vacate or abandon the leased premises any time during the lease term; and if Lessee shall abandon, vacate or surrender said leased premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Lessee and left on the leased premises shall be deemed to be abandoned, at the option of the Lessor, except such property as may be mortgaged to the Lessor, if any.

26. **SURRENDER OF LEASE NOT MERGER.** The voluntary or other surrender of this Lease by the Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all of the existing subleases or subtenancies.

27. **DESTRUCTION OF PREMISES.** In the event of total destruction of the building in which the said leased premises are situated during the said term, from fire or other catastrophe, this Lease shall terminate. In the event of a partial destruction from any such causes, the Lessor shall forthwith restore the premises provided such restoration can be made within thirty (30) days under the laws and regulations of federal, state, county and municipal authorities, and materials and labor are available for such repairs, but such partial destruction shall in no way annul or void this Lease, except that Lessee shall be entitled to a proportionate deduction of rent while such restoration is being made, such proportionate

deduction to be based upon the extent to which the making of such restoration shall interfere with the business carried on by Lessee in said leased premises. If such restoration cannot be made in thirty (30) days, Lessor may, at its option, make same within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately abated as in this paragraph provided. In the event that the Lessor does not so elect to make such restoration which cannot be made in thirty (30) days or a reasonable time, or such restoration cannot be made under such laws and regulations, or materials and labor are not available for such restoration within such time, this Lease may be terminated at the option of either party. In respect to any partial destruction which Lessor is obligated to restore or may elect to restore under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessee. In the event that the leased premises may be destroyed to the extent of more than 33-1/3% (thirty three and one-third percent) of the replacement cost thereof, the Lessor may elect to terminate this Lease. In any case that Lessor should elect or be obligated to restore or rebuild because of destruction as provided herein, Lessor's obligation shall be limited to the basic building, store front and interior work originally provided by Lessor at the inception of this Lease; Lessee shall fully repair or replace its own alterations and improvements, exterior signs, trade fixtures, equipment, display cases and other installations originally installed by Lessee at its expense.

**28. REMEDIES OF LESSOR OR DEFAULT.** This Lease is made upon the express condition that if default be made in the payment of the rent above reserved, or any part thereof, or if Lessee falls or neglects to perform, meet or observe any of Lessee's obligations hereunder, or if Lessee shall abandon or vacate said leased premises, Lessor or the legal representative of Lessor, at any time thereafter, without notice or demand, may lawfully declare said term ended, and re-enter the said demised premises, or any part thereof, either with or without process of law, and expel, remove and put out Lessee or any person or persons occupying said leased premises and may remove all personal property therefrom, and store the same in a public warehouse at the cost of and on account of Lessee, using such force as may be necessary to again repossess and enjoy said leased premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and without liability to any person for damages sustained by reason of such removal. Lessor may likewise, at Lessor's option, but at the cost of Lessee, and in addition to any other remedies which Lessor may have upon such default or

failure or neglect and without notice to Lessee, petition the Superior Court of the State of California for and be entitled as a matter of right to the appointment of a receiver and said court may appoint such receiver and vest in him such powers and authority as may be necessary or proper to fully protect all the rights herein granted or reserved to Lessor. Any such receiver may take possession of any personal property belonging to the Lessee and used in the conduct of the business then being carried on by the Lessee in the said leased premises, and may use the same in conducting such business on the leased premises, without compensation to the Lessee.

Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may, in addition to any other remedies Lessor may have upon such default, failure or neglect, either terminate this Lease or it may from time to time, without terminating this Lease, relet the said leased premises, or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said leased premises. Rentals received by Lessor from such reletting shall be applied: First, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such reletting, including commissions; fourth, to the payment of the cost of any alterations and repairs to the leased premises; and the residue, if any shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during the month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

No such re-entry or taking possession of said leased premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the worth at the time of any award of damages of the excess, if any, of the amount of rent reserved in

this Lease for the balance of the term and charges equivalent to rent for the remainder of the stated term, and including the cost of recovering the leased premises over that which Lessee proves could reasonably have been avoided, pursuant to Section 1951.2 of the Civil Code of California. No notice of the exercise of any election given Lessor herein need be sent to Lessee.

**29. SUBORDINATION.** Lessee covenants that this Lease is and shall be at all times subject and subordinate to the liens of any mortgage or mortgages, deed of trust or deeds of trust now existing or which Lessor, or any subsequent owner of the demised premises shall make hereafter covering said premises, and to any and all advances made or to be made thereunder, and to the interest thereon and to any and all renewals thereof. Lessee covenants to execute, acknowledge, and deliver upon request, all documents demanded by Lessor to subordinate this Lease to any such indebtedness as herein provided.

**30. WAIVER OF RELOCATION BENEFITS:** Lessee acknowledges that the term of this Lease is month-to-month and Lessor reserves the right to terminate this Lease for any reason with sixty (60) days notice to Lessee.

Lessee warrants and represents to Lessor that Lessee does not have nor shall Lessee claim any right to relocation benefits under any provision of any State of California or federal law and Lessee knowingly waives the right to make any claim against the Lessor for relocation benefits in the event Lessor elects to terminate this Agreement for any reason or at the expiration of the Lease term. Lessee further warrants and represents that he has no other right or claim to compensation arising out of or connected with the acquisition of the leased premises by the Lessor and agrees never to assert such a claim. Lessee does not waive relocation benefits only in the event the leased premises is voluntarily rehabilitated or demolished by Lessor or subject to enforcement of building or health codes by a public entity, as set forth in California Government Code section 7265.3.

**31. BINDING ON SUCCESSORS.** The covenants and conditions herein contained shall, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

32. **DEFINED TERMS.** The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee the obligations hereunder imposed upon Lessor or Lessee shall be joint and several. The marginal heading or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

33. **COSTS OF SUIT.** In the event that it becomes necessary or advisable for either party hereto to file suit against the other party to enforce any rights hereunder, the successful party in such lawsuit shall be entitled to a reasonable attorney's fee, to be taxed as costs in such suit or to be fixed by the Court in any such suit.

34. **WAIVER OF SUBROGATION.** As long as their respective insurers so permit, Lessor and Lessee mutually waive for themselves and their respective insurers, their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies, existing for the benefit of the respective parties, but solely to the extent of the amount of insurance proceeds received by the insured party. Each party shall obtain any available endorsements to evidence compliance with the above waiver.

**IN WITNESS WHEREOF**, the parties hereunto set their hands in duplicate, the day and year first hereinabove written.

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

**LESSEE**  
*Oakley Chamber of Commerce*

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

By: \_\_\_\_\_  
Mark Whitlock  
President



**ATTEST:**

By: \_\_\_\_\_

Libby Vreonis  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_

William R. Galstan  
Special Counsel

# Oakley Chamber Business Plan

The Chamber's Business Plan is its one year document outlining the work of its committees as approved by the Board of Directors. As with all businesses, having a "road map" for the year keeps everyone focused and on-target with programs and initiatives that coincide with the Chamber's mission.

## Outlined below are the activities for 2016-2017

### Our Core Values

*The mission of the Oakley Chamber of Commerce of Business & Industry is to be a member-driven chamber of influence providing effective connections that enhance advocacy, business development and community investment in the Oakley and Contra Costa County area and the surrounding region.*

*The vision of the Oakley Chamber of Commerce of Business & Industry is to be the premier "voice of business" acting as a catalyst for economic prosperity and to be the developer of tomorrow's business and community leaders.*

*Our Values...The Oakley Chamber of Commerce of Business & Industry believes that our image in the community with our stakeholders – our members, elected officials, future members and partners, and The City of Oakley is paramount to the success of the organization. With this in mind, we will incorporate our values into our messages and actions. We will adhere to these values as a means to establish trust and ensure a positive reputation as an organization that is working to help our members and the communities we serve be successful.*

- ***Member-Driven** – We appreciate and value that our members are our core existence. We will strive to provide an environment that contributes to our members' success.*
- ***Excellence** – We will always strive for excellence in all we say and do.*
- ***Collaborative** – We will welcome all opportunities for cooperation and inclusion in meeting the needs of our members and our community. We will work towards a common vision.*
- ***Integrity** – We will ensure alignment between our actions and our beliefs, engage in honest self-scrutiny, and do what is right for the broader good. We will be consistent and keep our commitments.*
- ***Leadership** – We will be true to our role as the business leader in our region and be a model to others in our community. We will offer our talent and expertise for the betterment of our community. We will properly use our influence and exhibit the skills of leaders to ensure the success of our organization and our region.*

### Fostering Advocacy

*Strategic Vision: We will build our influence and visibility inside and outside Oakley and Contra Costa County.*

- **Public Policy**
  - Develop newsletter on issues important to the business industry.
  - Suggest Topics for the Lunch With The Mayor program.
  - Conduct at least one fundraiser during the year.
  - Provide direction to Government Consultant upon request from the Economic Development Manager.
  - Participate in special roundtable programs often initiated by public officials needing an audience with a business group.

## **Providing Value and Connections; Engaging our Members**

*Strategic Vision: Create and strengthen collaborative relationships and alliances – both among members and as an organization. Engage and empower our members through high-quality core services and innovative and responsive new services.*

- **Membership Development**
  - Develop prospect lists for member recruitment and assist in Annual Campaign
  - Through Retention Committee, proactively call existing members to “check in” on Chamber experience.
  - Solicit members for participation in the programs hosted by Oakley’s Economic Development Department.
  - The board and members at large are working on the following issues: Ambassadors/Membership; Retention; Small Business Empowerment.
- **Special Events & Fundraising**
  - Recognize the success of small businesses and Chamber accomplishments through the Small Business of the Year Award and Citizen of the Year Awards.
  - Coordinate regular “Monthly Mixers” networking events at member establishments.
  - Working with area Chambers to develop an area multi chamber mixer.

## **Growing Talent**

*Strategic Vision: Promote talent and skill development through teaching, training and access to quality business education.*

- **Business Development**
  - Develop and make available enrollment for *Small Business Administration* training program to focus training on practical and best practice examples for businesses to enhance the skill-set of business employees.
  - Work with Economic Development to establish Entrepreneur Incubator Space.

## **Building Strength / Organizational Performance**

*Strategic Vision: Strengthen our financial and operational performance through best practices, innovation and continuous improvement.*

- **Chamber Governance**
  - Convene as necessary, task forces to deal with issues as it relates to bylaws, director nominations, personnel or any governance-related issues.
  - Conduct orientations for new and existing board members as appropriate.
  
- **Chamber Finances**
  - Continue to grow the Chamber's non-dues revenue through annual sponsorship packages, web site advertising and implementation of the tiered dues schedule.
  
- **Strategic Planning**
  - Develop a Strategic/Visioning process to assist with short and long-term planning.
  
- **Foundation Planning**
  - Develop a program with Economic Development to capture new Chamber Members and reconnect with businesses that are not Chamber Members.
  - Determine a short-long-range plan for the office equipment and maintenance of the Oakley Chamber office.

	Monthly	Yearly
Comcast	\$ 145.00	\$ 1,740.00
PG&E	\$ 200.00	\$ 2,400.00
Web Site Chamber		\$ 160.00
Credit Card Reader	\$ 10.00	\$ 120.00
Water	\$ 32.95	\$ 360.00
Garbage	\$ 38.60	\$ 463.20
Printer	\$ 75.00	\$ 900.00
Advertising Brown bag	\$ 75.00	\$ 900.00
E&O Insurance		\$ 1,345.00
Insurance	\$ 118.45	\$ 1,421.40
Hosting Website Wine and Whiskey		\$ 162.00
Bussiness License from Oakley		\$ 120.00
PO Box		\$ 190.00
Lease Copier	\$ 197.73	\$ 2,372.76
Totals	<u>\$ 892.73</u>	<u>\$ 12,654.36</u>

**EXPENDITURES ESTIMATED**

Wine & Whiskey Budget	\$ 5,000.00
Freedom High Scholarship Fund	\$ 500.00
Office Supplies	\$ 1,000.00
	<u>\$ 6,500.00</u>

**ALL INCOME IS ESTIMATED**

income from membership	\$ 9,100.00
Income from mixer aprox (12 yrly)	\$ 2,850.00
income W&W straight up seats at \$60.00	\$ 13,500.00
Sponsorship for Wine & Whiskey	\$ 2,700.00
Est Raffels	\$ 3,900.00
Total Wine and Whiskey Est Income	<u>\$ 32,050.00</u>

52 Member by end of year we expect to have 75  
2017 membership increase to 100

estimated income from additional members \$4375.00  
estimated yearly income 17500.00

Office Staff (20 hours @ \$14.00 hrly)  
Office Staff (30 hours @ \$14.00 hrly)

14000.00 yearly (2.5% increase per year)  
18000.00 yearly (2.5% increase per year)

## STAFF REPORT

**Date:** Tuesday, May 24, 2016

**To:** Bryan Montgomery, City Manager

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

**Subject:** Main Street Downtown Improvement Project, CIP 165 Gateway Design Monument Selection

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Background and Analysis

The City's Capital Improvement Program for the Fiscal Year 2015/16 includes a project to design and construct Main Street improvements in downtown from Norcross Lane to 2<sup>nd</sup> Street. The development of downtown Oakley is a priority for the City Council. The goal for the community is to have a downtown that is thriving and vibrant, and will serve as a solid foundation for the economic vitality of Oakley.

As part of the Strategic Goals of the City Council in 2014, the downtown "Visioning" project undertook a yearlong comprehensive review of downtown Oakley. This process involved various stakeholders; from a City Council sub-committee, downtown merchants and property owners, staff, and a professional consultant team. This process was very effective, as it developed a concept plan for the improvements to downtown Oakley that will be implemented in the coming years.

The design for this project has been underway for the past several months. One of the major elements of this downtown construction project is to construct a new gateway monument on Main Street at the intersection of 2<sup>nd</sup> Street, to identify the beginning of the core of downtown Oakley.

Staff has been working with our design consultants on developing various gateway options. The focus of this effort has been to create a gateway monument that represents the Oakley community and its history and unique geographical location. This gateway monument will be installed in the new median which will be constructed on Main Street near the intersection at 2<sup>nd</sup> Street.

As result of these efforts, 6 different gateway monument options were developed for consideration by the City Council. Each gateway monument is unique and represents the various elements of the Oakley community.

Staff would like to receive input from the City Council as to which one of the gateway monument options are preferred, so that it can be incorporated into the project design documents. From the staff 's perspective, the gateway monument option # 4, 5 or 6 would all be a good fit for downtown Oakley and bring a very attractive and unique element as the entrance to the core downtown area.

**Fiscal Impact**

The cost of any selected gateway monument is already accounted for in the project budget and no additional funding is required.

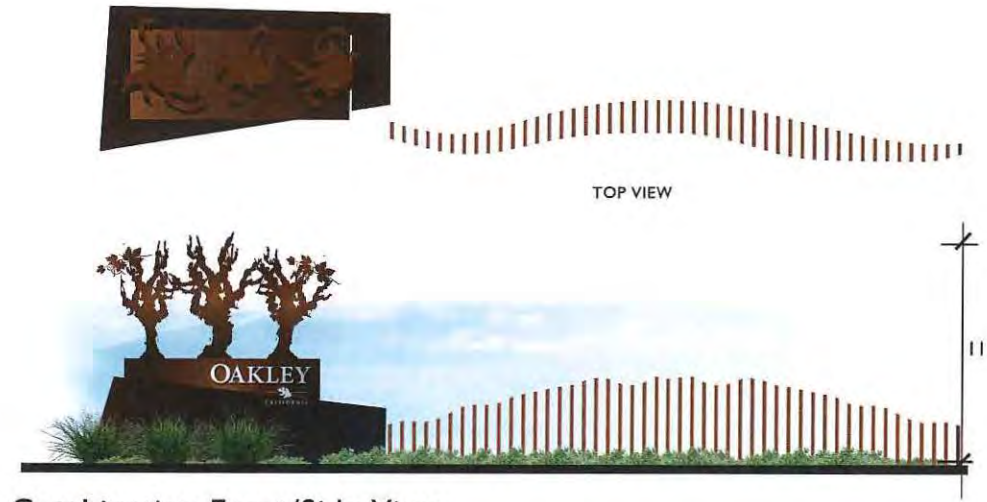
**Staff Recommendation**

Staff would like to receive Council input as to which gateway monument is the preferred choice for downtown Oakley.

**Attachments**

- 1) Gateway Monument Options

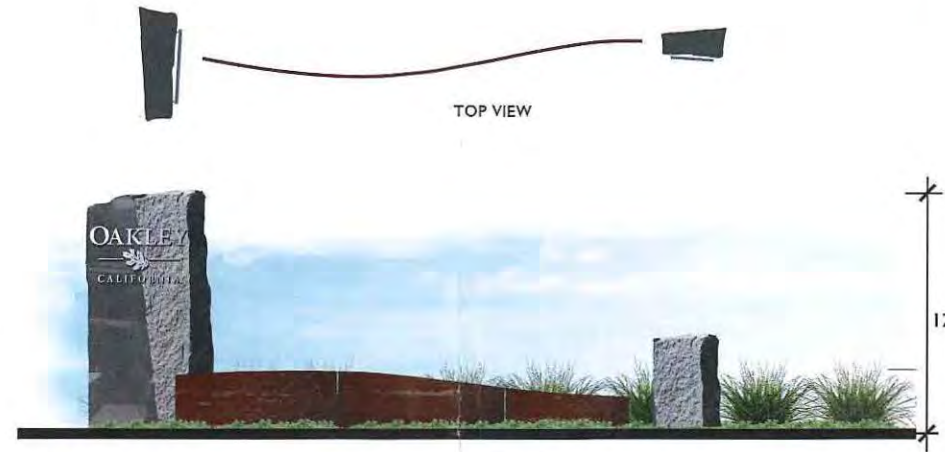




Combination Front/Side View

**OPTION 1**

Art Element: Bronze sculptures of gnarled old grape vines  
Wall: corten fins. Profile of Mount Diablo.



Front View

**OPTION 2**

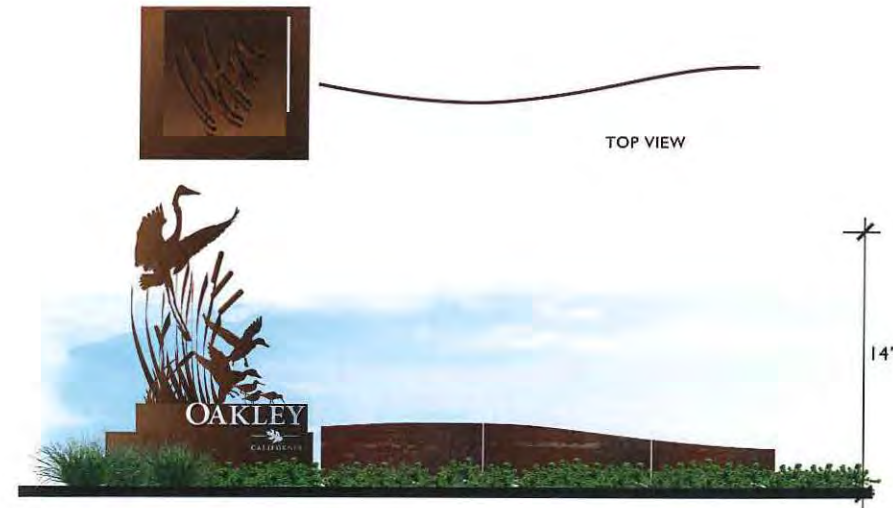
Monument: Granite with polished and rough surfaces with metal lettering and logo  
Wall: Corten steel



Front View

**OPTION 3**

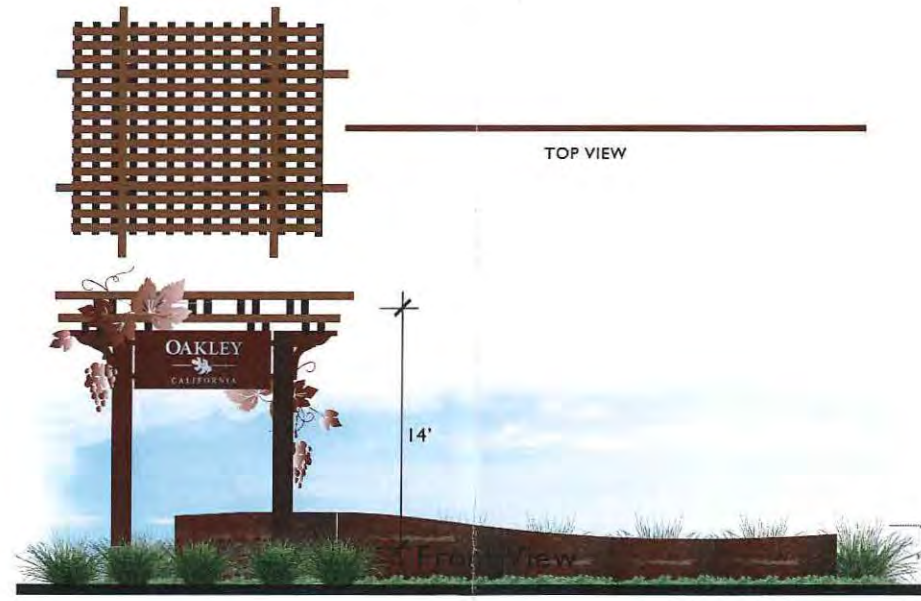
Monolith: 2 Stone veneer curved monoliths with metal lettering and logo  
Wall: Metal panel



Front View

**OPTION 4**

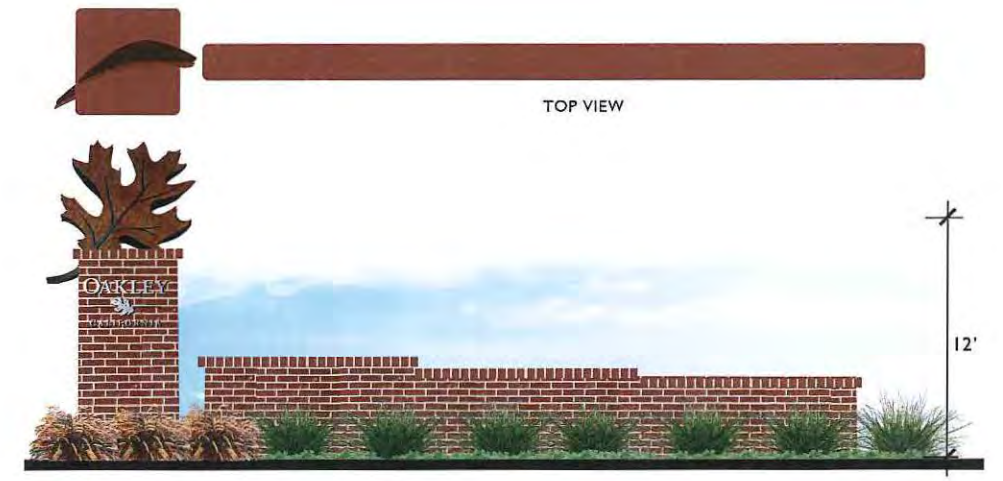
Monolith: Bronze structure on metal plinth with metal lettering and logo  
Wall: Corten steel



Front View

**OPTION 5**

Monument: Corten metal trellis and vines with metal lettering and logo  
Wall: Corten steel



Front View

**OPTION 6**

Monolith: Brick metal lettering and logo  
Wall: Brick



## STAFF REPORT

**Date:** May 17, 2016  
**To:** Bryan Montgomery, City Manager  
**From:** Nancy Marquez, Assistant to the City Manager  
**SUBJECT:** Adoption of the 2016-2018 Strategic Plan

Approved and Forwarded to City Council:

  
Bryan Montgomery, City Manager

### Background and Analysis

On April 19, 2014 the City of Oakley held a community-wide Strategic Planning Meeting at the Freedom High School multi-purpose room. The purpose of the Meeting was to allow residents the opportunity to provide input that would help with the development of the 2016-18 Strategic Plan.

In effort to encourage participation, the City's outreach efforts were extensive including personal letter invitations by the Mayor to local PTA's, churches, service clubs and community groups requesting they in turn invite their membership. Additionally, all of the City's information outlets including the website, e-newsletter, marquee, social media, Nextdoor platform, ads in the *Oakley Press* and roadside message trailer aimed to encourage residents to participate.

During the meeting attendees were invited to attend three group discussions of their choice among the following six options (Areas of Focus):

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

Within the breakout sessions, residents had an opportunity to review the corresponding goal for the Strategic Plan's Area of Focus, and thereafter, make suggestions for action items that would help accomplish those goals, only to repeat the process again in their second and third sessions.

Recognizing that not all residents would be able to attend the above mentioned meetings, we also allowed for input to be provided via email and through *Engage in Oakley*, our online engagement platform.

All of the input received was aggregated, with summaries being prepared by Focus Area and brought to the Council during a work session on April 26<sup>th</sup> and on May 10<sup>th</sup>. The purpose of the work sessions allowed another space for residents and the Council to provide new input or comments in reaction to the notes from the community-wide Strategic Planning Meeting and the draft plan. Anyone subscribed to receive the City Council Meeting Agenda would have been able to see the draft plan and notes, as part of the Staff Report.

The work session discussion also equipped Staff with further direction from the Council. Changes stemming from the work session are reflected in track changes. The emphasis primarily being in ensuring the document reflects the Council's desire.

### **Fiscal Impact**

The action items within the Strategic Plan each have their own budgetary impact.

### **Recommendation**

Approve the resolution formally adopting the 2016-2018 Strategic Plan

### **Attachments**

1. Summaries of Input Received by Area of Focus
2. Proposed 2016-2018 Strategic Plan
3. Resolution

## PUBLIC SAFETY

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

### Action items:

- 1.a. Conduct annual training and table-top exercise for Emergency Operations Plan (Troy Edgell)
- 1.b. Explore feasibility of implementing a CERT Program (Chris Thorsen & Troy Edgell)
- 1.c. Complete re-write/update to Emergency Operations Plan (Troy Edgell)
- 1.e. Evaluate the placement of motion lights and more cameras at City parks (Leonard Morrow/Kevin Rohani, Rob Roberts)
- 1.f. Encourage and educate community regarding Neighborhood Watch (Chris Thorsen)
- 1.g. Commence regular statistics driven public education messages (Chris Thorsen)
- 1.h. Conduct strategic enforcement of problem areas (Chris Thorsen)
- 1.i. Increase community outreach/communication via social media (Chris Thorsen and Nancy Marquez)
- 1.j. Add a fourth Detective (Chris Thorsen) Comment [NM1]: Support for 1.j
- 1.k. Hire Sergeant for Detective Unit (Chris Thorsen) Comment [NM2]: Support for 1.k
- 1.l. Re-implement K-9 unit, who can also serve as Problem Oriented Policing (POP) officer (Chris Thorsen) Comment [NM3]: The community is highly supportive of returning the K-9 unit to operation
- 1.m. Add one more Motor Officer (Chris Thorsen) Comment [NM4]: Community was supportive of PD growth
- 1.n. Implement Volunteers In Policing (VIP) program (Jeff Billeci)
- 1.o. Institute a formal Police Chaplin Program (Chris Thorsen)
- 1.p. Develop a Police Explorer Program (Chris Thorsen and Robert Roberts)
- 1.q. Prepare Annual Police Department Report (Chris Thorsen)
- 1.r. Install Intersection Cameras in at least 4 locations (Chris Thorsen) Comment [NM5]: Residents want to be sure these are not for red light runners, but are highly supportive of the camera program
- 1.s. Expand Vehicle License Plate Reader to two more vehicles (Chris Thorsen)
- 1.t. Implement Body-Worn Camera Program (Chris Thorsen)
- 1.u. Continue Neighborhood Camera Registration Program (Chris Thorsen)
- 1.v. Extend Citizen Leadership Academy to include additional Citizens Police Academy sessions (Chris Thorsen and Nancy Marquez-Suarez) Comment [NM6]: Several noted the desire to participate in the Citizens Academy
- 1.w. Improve our investigative capability through the use of technology/new software packages (Chris Thorsen)
- 1.x. Create the Engineering Traffic Model for City of Oakley and monitor and keep it updated as new private development projects are designed and constructed (Kevin Rohani)
- 1.y. Evaluate Alert 360 and similar software programs/apps (Chris Thorsen)

## BUSINESS AND JOB GROWTH

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

### Action items:

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



□ 2.k. Continue to work to strengthen the small-business entrepreneur community through:  
(Dwayne Dalman):

- Annual Oakley Entrepreneur Training Program
- Semi-Annual Entrepreneur Training Program business plan follow-up meetings

□ 2.l. Establish an Oakley Entrepreneur Incubator space to meet the needs of expanding Oakley small business entrepreneurs (Dwayne Dalman)

□ 2.m. Partner with the Oakley Chamber of Commerce to promote and strengthen the Oakley business community: (Dwayne Dalman)

- Assist with Mayor lunches to provide insight into City activities that impact the business community
- Assist with member lunches that provide speakers to educate and strengthen the business community

Additional Suggestions:

- Focus on professional office development on City-owned near Diamond Hills Sports Club
- In coordination with property owners, establish a development plan for the waterfront
- Explore businesses that cater to the youth in the community

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### Area of Focus #3: **PLANNED, QUALITY GROWTH**

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

#### **Action items:**

- 3.a.** Establish a guide to assist in updates to the Zoning Ordinance (**Ken Strelo**)
- 3.b.** Continue a proactive and progressive Code Enforcement program with performance measures and weekly reports (**Troy Edgell**)
- 3.c.** Inventory the City's major eyesores and prioritize them for Abatement (**Troy Edgell**)
- 3.d.** Proactively implement weed abatement program (**Troy Edgell**)
- 3.e.** Develop a list of Standard Conditions for both residential and commercial/industrial development projects (**Ken Strelo**)
- 3.f.** Monitor Community Choice Energy issues in Contra Costa County and within the greater Bay Area (**Josh McMurray**)
- 3.g.** Continue to work with the San Joaquin Joint Powers Authority to develop a Train Platform in the Downtown (**Josh McMurray**)
- 3.h.** Facilitate the development of the Priority Development Areas through public/private partnerships, Grant funding and public engagement. (**Josh McMurray**)
- 3.i.** Monitor and report semi-annually on the progress of the Dutch Slough Restoration Project (**Ken Strelo**)
- 3.j.** Participate in Iron House Sanitary District discussions for the reuse of Jersey Island (**Ken Strelo**)
- 3.k.** Continue to look for Grants and other funding mechanisms to complete a Climate Action Plan (**Ken Strelo**)
- 3.l.** Facilitate development of the East Cypress Road and Sellers Avenue corridors (**Ken Strelo**)
- 3.m.** Fully implement the Planning Advisors concept along with the ongoing analysis of the most financially prudent time to establish a separate planning commission (**Josh McMurray**)
- 3.n.** Continue to implement the 2015-2023 Housing Element Action Programs including Policy Action 1.1 requiring the City to accommodate the share of the Regional Housing Needs Assessment (RHNA) (**Josh McMurray**)
- 3.o.** Continue to refine, streamline and enhance the development project application process (**Planning**)

- 3.p** Continue to refine and enhance the City's AB 939 (Recycling) Programs and comply with State laws that relate to waste reduction **(Josh McMurray)**
- 3.q** Continue to work with PGE and EBEW in implementing and promoting their energy saving and greenhouse gas emission reduction incentives and programs **(Ken Strelo)**
- 3.r** Complete Phase 2 of the Agricultural Conservation and Viticulture Program for Council consideration **(Ken Strelo)**
- 3.s** Proactively implement weed abatement program with focus on complementing Oakley's Viticulture Program **(Troy Edgell)**
- 3.t.** Enhance and re-enforce Residential and Commercial Maintenance standards through specific codification of violations **(Troy Edgell)**
- 3.u** Reduce the risk of fire-related deaths and property damage through the coordinated identification of properties committing power theft **(Troy Edgell)**
- 3.v** Through identification and education, increase compliance of property maintenance standards for areas zoned Light Industrial being used for residential purposes (first impressions of Oakley) **(Troy Edgell)**
- 3.w** Increase community outreach by providing targeted neighborhoods and all HOAs educational material explaining Property Maintenance standards with emphasis on landscaping requirements and drought tolerant options **(Troy Edgell)**
- 3.x.** Fully implement the plan to encourage more public input and involvement in the planning process **(Josh McMurray)**

**Additional Suggestions:**

- Install sidewalk down Empire Avenue between the Railroad tracks and J.C. Penny (within the City of Brentwood and Antioch)
- Widen Laurel Road from O'Hara Avenue to Main Street/Consider traffic impacts on residential collectors during the construction of the main arterials
- Provide bike lanes on Main Street
- Partner with Ironhouse Sanitary District to work on a plan to provide recycled water to Oakley residents and business along with new development
- Implement a Public Art Program
- Preserve the old part of Oakley
- Work with developers and property owners to develop more commercial uses (gas stations) along Laurel Road
- Stay involved in the Bay Delta Conservation Plan
- Develop a plan to deal with the growing number of homeless people in Oakley
- Educate residents about the future of the Downtown and the traffic patterns in Oakley



## DOWNTOWN & MAIN STREET REVITALIZATION & ENHANCEMENT

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

### Action items:

- 4.a. Improve and enhance landscaping along Main Street (Leonard Morrow)
- 4.b. Continue to use Downtown Specific Plan (DSP) to guide high quality development while preserving Oakley's small town feel (Josh McMurray)
- 4.c. Develop an updated program for improved and consistent façade and building signage improvements for Downtown corridor consistent with DSP (Dwayne Dalman & Josh McMurray)
- 4.d. Encourage development of Downtown parking as adopted in DSP (Josh McMurray)
- 4.e. ~~Continue addressing mechanisms to improve traffic flow in the Downtown, while improving the pedestrian and business-friendly walkability. Improve pedestrian safety using the Civic Center/Oakley Plaza area as a model~~ (Kevin Rohani)
- 4.f. Expand the Heart of Oakley event (Lindsey Bruno)
- 4.g. Construct Library & Community Learning Center in the Downtown (Nancy Marquez-Suarez)
- 4.h. Identify and outreach to possible entities that could create events in the Downtown that engage and meet the needs of the community and promote local businesses, including concerts, food trucks and/or Farmers Markets (Dwayne Dalman)
- 4.i. Continue to promote the Downtown Revitalization Loan Program to facilitate building renovations (Dwayne Dalman)
- 4.j. Identify development potential for City-owned downtown land and outreach to brokerage and development community to facilitate disposition/development (Dwayne Dalman)
- 4.k. Partner with Planning Department to identify and capitalize on opportunities realized from the anticipated transit station in Downtown, as well as mitigate for any possible negative impacts (Dwayne Dalman)
- 4.l. Upgrade the year-round Main Street banner program, and include specific banners in the Downtown (Lindsey Bruno)
- 4.m. Construct the Main Street Streetscape Improvement project with full public outreach and engagement during the construction phase to minimize any public inconveniences and to educate regarding downtown traffic (Kevin Rohani).
- 4.n. Facilitate in bringing an upscale coffee and other "mom and pop" type shops to Downtown (Dwayne Dalman)

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### Additional Suggestions:

- Identify funding mechanisms to assist in the development of a Park & Ride/Downtown parking lot on the City-owned property located to the north of Main Street and the east of Oakley Plaza.
- Identify ways for our Downtown to be unique from Brentwood and Antioch



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

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

### Action items:

- 5.a. Conduct proactive community engagement regarding sensitive traffic concerns and facilitate discussion with Police Department on traffic related issues (Kevin Rohani) specially in downtown area and all streets connected to downtown
- 5.b. Highlight and publicize varied traffic calming improvements (Jason Kabalin)
- 5.c. Implement a series of annual capital projects that will have their own funding allocations and would provide a source to supplement maintenance of the new infrastructure constructed in Oakley (Kevin Rohani)
- 5.d. Investigate the opportunities to work with neighboring municipalities on bidding Capital projects in coordination to take advantage of economy of scale for every City (Kevin Rohani) in addition to Coordination of City projects with DWD and ISD for long term planning and construction
- 5.e. Include all Capital Improvement Project (CIP) items' work within 2-year period (design, ROW acquisition, bid, completion) (Kevin Rohani)
- 5.f. Evaluate the placement of more solar-powered speed limit notification signs and evaluate the potential, install installation of new electronic pedestrian crosswalk systems near school sites (Kevin Rohani)
- 5.g. Design intersection improvement and signalization at Laurel Road/Rose Avenue and initiate right of way acquisition for the project (Kevin Rohani)
- 5.h. Maintain street inventory with annual Pavement Condition Index for all City streets (Jason Kabalin)
- 5.i. Complete Laurel Road Widening from Rose Avenue to Mellowood Drive (Kevin Rohani)
- 5.j. Develop a formal ADA Evaluation and Transition Plan for City of Oakley (Dean Hurney)
- 5.k. Create the Engineering Traffic Model for City of Oakley and keep it updated as new private development projects are designed and constructed, provide traffic related information to the community, evaluate traffic patterns based on commercial site development and community needs (Kevin Rohani)
- ~~5.l. Implement ADA Evaluation and Transition Plan for City of Oakley (Dean Hurney)~~
- 5.m. Continue implementation of "Complete Streets" requirements and consider compliant alternative street cross sections (Kevin Rohani)

#### Additional suggestions:

Widen Empire Road and build sidewalks from Diamond Hills Club to past RR tracks into Antioch

Construct Laurel Road from Teton Drive to Sellers Road

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Evaluate the traffic impacts for redevelopment of DuPont site

Develop a public art program in Oakley *(WRONG SECTIONS, THIS MIGHT BE IN PARK & REC?)*

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Construct sidewalks on Rose Avenue southnorth of Laurel Road

Construct sidewalk on Main Street from Gardenia Drive to Vintage Pkwy

☐

DRAFT



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

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

**Action items:**

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

Comment [LB1]: Support for 7.c

Comment [LB2]: Support for 7.e

Comment [LB3]: Support for 7.l

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

**Comment [LB4]:** Changed from Comcast to internet

**Additional Suggestions:**

- Identify trails (and trail connections) in Oakley
- Character (ex: integrity, discipline) banners downtown
- Partner with Senior Center to use the future classroom for the Recreation Division to offer senior class in.
- Need job/ temp agency resources in Oakley
- Keep the recreational feel to Oakley through athletic fields
- Have a community pool
- Encourage agricultural tourism in Oakley
- Enforcement of no smoking ordinance in Parks/ Trails
- Support for 4.h farmers market down town (locally grown foods)
- Waterfront development with recreational opportunities, possibly a water park
- Associate a craft fair with Movies in the Plaza

**Comment [LB5]:** Municipal Code 4.19.204 prohibits smoking on City owned walking paths, hiking trails etc.. (excluding sidewalks).



## COMMUNITY OUTREACH, COMMUNICATION AND EDUCATION

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

### Action items:

- 8.a. Return all phone calls and emails same day or within 24 hours (Bryan Montgomery) Comment [NM1]: Support for 8.a
- 8.b. Keep updated the City's website and continuously monitor content; update as necessary (Lindsey Bruno) Comment [NM2]: Support for 8.b
- 8.c. Partner with the Chamber of Commerce, School Districts, the Community College District and other community organizations to create a Community Calendar that lists events and activities; publish to the City's website (Lindsey Bruno)
- 8.d. Coordinate regular updates from Diablo Water District, Ironhouse Sanitary District, Oakley Library, Contra Costa Community College District, East Contra Costa Fire Protection District Board, Contra Costa Library Commission, Contra Costa Transportation Authority Citizens Advisory Committee, Contra Costa Advisory Council on Aging, and Contra Costa Mosquito Abatement & Vector Control (Libby Vreonis)
- 8.e. Continue to build cooperative relationships with representatives of service clubs and other community groups and extend offers to have Staff and/or Councilmembers attend their meetings (Nancy Marquez)
- 8.f. Evaluate the survey method for needed adjustments, as we continue to conduct a citizen satisfaction survey every other year (Nancy Marquez)
- 8.g. Prepare and send out weekly press releases (Nancy Marquez)
- 8.h. Provide regular updates via social media that inform the public regarding City Council meetings, upcoming events, special projects etc. (Nancy Marquez)
- 8.i. Promote City Hall tours (Nancy Marquez)
- 8.j. Continue to facilitate Memorial Day, Veterans Day and other like events that retain Oakley's small town identity (Nancy Marquez)
- 8.k. Continue Citizen/Leadership Academy (Nancy Marquez)
- 8.l. Increase visibility of *Oakley OnDemand*, complete employee *OnDemand* training (Lindsey Bruno)
- 8.m. Continue You, Me, We = Oakley program, with additional focus on youth participation (Gabriela Baños-Galvan)
- 8.n. Advertise and prepare related vacancy and term documentation for City Council appointed positions (Libby Vreonis)
- 8.o. Facilitate 2016 and 2018 General Municipal Elections (Libby Vreonis)
- 8.p. Upgrade the audio/visual system in the Council Chambers to record/broadcast public meetings (Lindsey Bruno)
- 8.q. Implement Virtual City Hall – "Engage in Oakley" (Nancy Marquez-Suarez)

### Additional Comments/Suggestions:

- Using the message trailer to get announcements out works & folks were signed up for e-news
- Mailing inserts through DWD or ODS
- Have developers provide the Oak Leaf newsletter to those who purchase homes
- Welcome Basket provided by YMWO should be continued
- Explore making City information available through churches/congregations (on a quarterly basis)

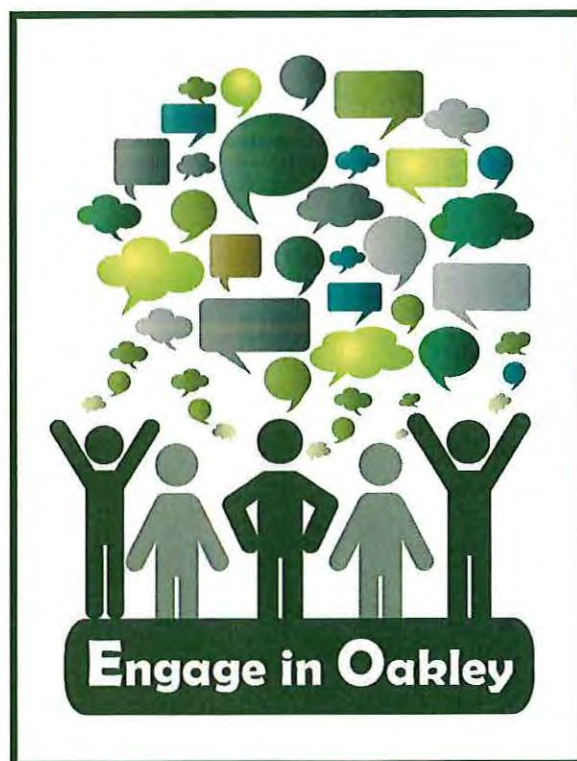
# OAKLEY



CALIFORNIA

## STRATEGIC PLAN

### 2016-18







# STRATEGIC PLAN CONCEPT

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

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

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

## **Vision**

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

## **Mission**

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

## **Ethics**

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

## **Core Values**

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





# STRATEGIC AREAS OF FOCUS & GOALS

## **BUSINESS AND JOB GROWTH**

We will aggressively work to attract and retain business by encouraging quality retail development and by facilitating the location of job/career producing industries to Oakley.

## **PLANNED, QUALITY GROWTH**

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

## **COMMUNITY INFRASTRUCTURE & TRAFFIC SAFETY**

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

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

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

## **PUBLIC SAFETY**

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



## **PARKS, STREETSCAPES AND RECREATIONAL OPPORTUNITIES**

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

## **FINANCIAL STABILITY & SUSTAINABILITY**

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

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

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

## **POLITICAL LEADERSHIP AND STABILITY**

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

## **OPERATIONAL EXCELLENCE**

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





# STRATEGIC PLAN ACTION ITEMS

## Area of Focus #1: **PUBLIC SAFETY**

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

### Action items:

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

- 1.x. Create the Engineering Traffic Model for City of Oakley and monitor and keep it updated as new private development projects are designed and constructed **(Kevin Rohani)**
- 1.y. Evaluate Alert 360 and similar software programs/apps **(Chris Thorsen)**

**Area of Focus #2: BUSINESS AND JOB GROWTH**

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

**Action items:**

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

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

### **Area of Focus #3: PLANNED, QUALITY GROWTH**

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

#### **Action items:**

- 3.a.** Establish a guide to assist in updates to the Zoning Ordinance **(Ken Strello)**
- 3.b.** Continue a proactive and progressive Code Enforcement program with performance measures and weekly reports **(Troy Edgell)**
- 3.c.** Inventory the City's major eyesores and prioritize them for Abatement **(Troy Edgell)**
- 3.d.** Proactively implement weed abatement program **(Troy Edgell)**
- 3.e.** Develop a list of Standard Conditions for both residential and commercial/industrial development projects **(Ken Strello)**
- 3.f.** Monitor Community Choice Energy issues in Contra Costa County and within the greater Bay Area **(Josh McMurray)**
- 3.g.** Continue to work with the San Joaquin Joint Powers Authority to develop a Train Platform in the Downtown **(Josh McMurray)**



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



Area of Focus #4:

## DOWNTOWN & MAIN STREET REVITALIZATION & ENHANCEMENT

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

**Action items:**

- 4.a. Improve and enhance landscaping along Main Street (**Leonard Morrow**)
- 4.b. Continue to use Downtown Specific Plan (DSP) to guide high quality development while preserving Oakley's small town feel (**Josh McMurray**)
- 4.c. Develop an updated program for improved and consistent façade and building signage improvements for Downtown corridor consistent with DSP (**Dwayne Dalman & Josh McMurray**)
- 4.d. Encourage development of Downtown parking as adopted in DSP (**Josh McMurray**)
- 4.e. Continue addressing mechanisms to improve traffic flow in the Downtown, while improving the pedestrian and business-friendly walkability ~~Improve pedestrian safety using the Civic Center/Oakley Plaza as a model~~ (**Kevin Rohani**)
- 4.f. Expand the Heart of Oakley event (**Lindsey Bruno**)
- 4.g. Construct Library & Community Learning Center in the Downtown (**Nancy Marquez-Suarez**)
- 4.h. Identify and outreach to possible entities that could create events in the Downtown that engage and meet the needs of the community and promote local businesses, including concerts, food trucks and/or Farmers Markets (**Dwayne Dalman**)
- 4.i. Continue to promote the Downtown Revitalization Loan Program to facilitate building renovations (**Dwayne Dalman**)
- 4.j. Identify development potential for City-owned downtown land and outreach to brokerage and development community to facilitate disposition/development (**Dwayne Dalman**)
- 4.k. Partner with Planning Department to identify and capitalize on opportunities realized from the anticipated transit station in Downtown, as well as mitigate for any possible negative impacts (**Dwayne Dalman**)
- 4.l. Upgrade the year-round Main Street banner program, and include specific banners in the Downtown (**Lindsey Bruno**)
- 4.m. Construct the Main Street Streetscape Improvement project with full public outreach and engagement during the construction phase to minimize any public inconveniences as well as educate regarding downtown traffic (**Kevin Rohani**)
- 4.n. Facilitate in bringing an upscale coffee and other "mom and pop" type of shops to Downtown (**Dwayne Dalman**)



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

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

### Action items:

- 5.a. Conduct proactive community engagement regarding sensitive traffic concerns and facilitate discussion with Police Department on traffic related issues, especially in the downtown area and all streets connected to downtown (Kevin Rohani)
- 5.b. Highlight and publicize varied traffic calming improvements (Jason Kabalin)
- 5.c. Implement a series of annual capital projects that will have their own funding allocations and would provide a source to supplement maintenance of the new infrastructure constructed in Oakley (Kevin Rohani)
- 5.d. Investigate the opportunities to work with neighboring municipalities on bidding Capital projects in coordination to take advantage of economy of scale for every City. In addition to coordination of City projects with DWD and ISD for long-term planning and construction. (Kevin Rohani)
- 5.e. Include all Capital Improvement Project (CIP) items' work within 2-year period (design, ROW acquisition, bid, completion) (Kevin Rohani)
- 5.f. Evaluate the placement of more solar-powered speed limit notification signs and evaluate the potential installation of new electronic pedestrian crosswalk systems near school sites (Kevin Rohani)
- 5.g. Design intersection improvement and signalization at Laurel Road/Rose Avenue and initiate right of way acquisition for the project (Kevin Rohani)
- 5.h. Maintain street inventory with annual Pavement Condition Index for all City streets (Jason Kabalin)
- 5.i. Complete Laurel Road Widening from Rose Avenue to Mellowood Drive (Kevin Rohani)
- 5.j. Develop a formal ADA Evaluation and Transition Plan for City of Oakley (Dean Hurney)
- 5.k. Maintain a ~~Create the~~ Engineering Traffic Model for City of Oakley and keep it updated as for new private development-projects are designed and constructed, to provide traffic related information to the community to evaluate traffic patterns based on community needs (Kevin Rohani)
- 5.l. Continue implementation of "Complete Streets" requirements and consider compliant alternative street cross sections (Kevin Rohani)
- 5.m. Research potential options that would allow for installation (and reimbursement) of sidewalk where a gap exists along Empire Avenue north of Carpenter Road to Neroly Road (Kevin Rohani)



- 5.n. Explore the continuation of bicycle paths from the south side of E. Cypress Road to Downtown (possibly along the railroad tracks), as well as a path from Bridgehead Road along the River across the Dupont Property to Big Break Road (Kevin Rohani)
- 5.o. In collaboration with East Bay Regional Parks District, assess the feasibility of an overpass or underpass connection to the multi-use trail near E.Cypress Road and Main Street (Kevin Rohani)
- 5.p. Research the continuation of Laurel Road from Teton Drive to Sellers Avenue (Kevin Rohani)
- 5.q. Research opportunities for eastern access in and out of the Vintage Parkway Subdivision (Kevin Rohani)

## Area of Focus #6: **FINANCIAL STABILITY & SUSTAINABILITY**

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

### Action items:

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

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

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

## Action items:

- 7.a. Produce and distribute the Community Recreation Guide three times per year (**Lindsey Bruno**)
- 7.b. Complete Annual Thoroughfare Tree Planting, CIP #50 (**Kevin Rohani**)
- 7.c. Design Phase 2 for Nunn-Wilson Park (possibly dog park) (**Leonard Morrow/Kevin Rohani**)
- 7.d. Track and increase Recreation program participation by 10% each year (**Lindsey Bruno**)
- 7.e. Prepare financing plan for the Oakley Community Park (**Deborah Sultan/Kevin Rohani**)
- 7.f. Survey community to better offer classes that meet their needs in terms of days and times, and for all ages (**Lindsey Bruno**)
- 7.g. Explore alternative financing opportunities to ensure quality long-term maintenance for City parks, streetscapes and trails (**Leonard Morrow/Kevin Rohani**)
- 7.h. Evaluate the addition of needed facilities to parks (**Leonard Morrow/Kevin Rohani**)
- 7.i. Evaluate improvement options for the reservation process and fees for park recreation and community facilities (**Lindsey Bruno**)
- 7.j. Continue to implement the Urban Forestry Program (**Leonard Morrow**)
- 7.k. Research, and implement a Recreation registration, reservation and online payment software by the December 2016 (**Lindsey Bruno**)
- 7.l. Implement a phased plan to construct a new Community Recreation Center at the Moura Property (**Lindsey Bruno**)
- 7.m. Evaluate facility rental policies and procedures and update policy as needed, in conjunction with the new online software (**Lindsey Bruno**)
- 7.n. Integrate Recreation Internship availability for college students by Spring 2017 (**Lindsey Bruno**)
- 7.o. Increase marketing efforts for classes, programs and events by 25% (**Lindsey Bruno**)
- 7.p. Add a historical art exhibit to the Heart of Oakley Festival (**Lindsey Bruno**)
- 7.q. Evaluate a miscellaneous fee schedule for supply requests received by the public (tables, chairs, sound system rental) (**Lindsey Bruno**)
- 7.r. Develop a fee waiver policy and or sponsorship/agreement for waivers of special event related fees (temporary use permit, street closure permit, park permits, etc) (**Lindsey Bruno**)
- 7.s. Develop a streamlined special event permitting process, ensuring all applicable applications are completed, and routed to contributing departments effectively (**Josh McMurray**)
- 7.t. Develop Parks and Landscaping standards for City of Oakley to be used by the development community on the wide range of private development projects in Oakley (**Leonard Morrow**)
- 7.u. Invest in providing free Wi-Fi service in City Parks where we have internet service available (**Leonard Morrow**)



- 7.v. Identify existing trail system locations and gaps and create a map of trails that can be posted to our website. As well, as dDevelop a plan to complete trail linkages throughout the City (Len Morrow)**
- 7.w. Continue working with leagues for the development and participation in the development of more playing fields (Lindsey Bruno)**
- 7.x. Price out the costs associated with pursuing lighting of ballfields (Lindsey Bruno & Len Morrow)**
- 7.y. Research the business model, operations, costs, compliance requirements associated with an ice rink (Lindsey Bruno)**
- 7.z Explore potential uses for the eight-acres located at the end of Jersey Island Road (Len Morrow)**

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

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

**Action items:**

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



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

**Area of Focus #9: POLITICAL LEADERSHIP AND STABILITY**

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

**Action items:**

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

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

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

### Action items:

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

## CONCLUSION

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

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
ADOPTING THE 2016-18 STRATEGIC PLAN**

**BE IT RESOLVED** by the City Council of the City of Oakley that the 2016-18 Strategic Plan is hereby adopted, a true and accurate copy of which is attached hereto as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the Oakley City Council held on the 24<sup>th</sup> day of May, 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

ATTEST:

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

\_\_\_\_\_  
Date



## **CITY BUDGET AND CAPITAL IMPROVEMENT PROGRAM WORKSESSION**

Tuesday, May 24, 2016

### **I. Introduction and Overview of the Proposed City Budget for FY 2016-17:**

- Overview by City Manager and Finance Director
- Questions and/or discussion by City Council.

### **II. Review of Capital Improvement Program and Projects Proposed for FY 2016-17:**

- Overview by City Engineer and Finance Director
- Questions and/or discussion by City Council.

### **III. Discussion of Potential One-Time Fund Balance Uses**

### **IV. Public Comment**

### **V. Closing comments and recap of all proposed changes.**

### **Attachments**

1. Fiscal Year 2016-2017 Preliminary Budget

# OAKLEY



CALIFORNIA

**ANNUAL OPERATING AND CAPITAL BUDGET**  
**FISCAL YEAR 2016-2017**  
Preliminary





# OAKLEY



CALIFORNIA

## CITY MANAGER'S BUDGET MESSAGE

Fiscal Year 2016-2017

### INTRODUCTION

It is my pleasure to present the Fiscal Year 2016-2017 Preliminary Budget for your consideration. The Budget is structurally balanced and, adding to last year's actions, includes further steps towards restoring services downsized during the recession. The City continues to see modest benefits from improvement in the local economy. Employment continues to improve gradually and both business and building activity continue to increase.

As always, we have developed the Preliminary Budget with restraint and a focus on core services. The Budget includes some increases in revenue; most notably in property tax and sales tax revenues. The City has seen an increase in housing development and as the economy continues to grow, sales tax revenue is expected to increase. On the expenditure side, the completed transition to an in-house police department is projected to reflect in lower overall costs while increasing the number of police officers. The other departments have slight increases.

Lastly, the Budget continues the restoration of annual allocations to augment roadway maintenance. Like last year, this focus on roads requires the continued phased restoration of allocations to the Equipment Replacement Reserve Fund, which leaves the projected balance in that fund below our policy threshold. We are able to do this again this year, as the Reserve fund balance remains above \$1,000,000. We will likely need to make additional contributions to the Reserve in the future; however, for now, restoring annual allocations to roadway maintenance continues to receive a higher priority, as you have directed.

Each year, we also look at the State Budget, to determine whether there are components likely to affect the local outlook for the City. The State's Fiscal Year 2016-2017 Budget was just recently updated, and the State continues to report better than expected revenues which is favorable to local agencies, leading us to expect the State Budget to include no city government takeaways. We will

continue to monitor State budget discussions and report to you if there are any adjustments to the City's Budget due to State action.

As with most city budgets, the proposed Budget does not include all that we know is on the City's wish list, but what is presented here remains lean, structurally balanced, and true to the City's current strategic priorities, as you have approved in the City's Strategic Plan.

### **ACCOMPLISHMENTS**

As a team, the City Council and *all* City departments play a role in accomplishing the goals and objectives outlined in the Strategic Plan. Towards that end, just some of the accomplishments from this past year include:

- Formed the new Oakley Police Department which included hiring and processing approximately 35 sworn and professional support employees, equipping and construction of office space & evidence storage facility, selection & purchase of required safety equipment, implementing a new report writing and records management system and developing a policy and procedure manual
- First-time events in FY 2015-2016 included the Main Street Car show, Rock the Chalk, Youth Summit, Taste of Oakley, Oakley Film Festival and Showcase Oakley events
- Increased public outreach, launched a redesigned mobile friendly website, increased usage of OnDemand and implemented Peak Democracy ("Engage in Oakley")
- Expanded "Shop Oakley" program that included new local business coupon books
- Successfully held second Citizens Leadership Academy Approved entitlements for 21 separate residential and commercial developments
- Responded to over 2,000 reports from citizens of possible code violations and opened over 3,600 cases as a result of these reports
- Worked with San Joaquin Joint Powers Authority to designate Oakley a stop along the San Joaquin Train route
- Completed purchase of 4.62 acres and 8,712 square feet of land (Cunha property) off of Main Street for future development and potential Park & Ride lot



- Initiated Invitation to Bid and completed sale of Parcel 3 in the Neroly Commercial Center to Cemo Commercial, Inc. for the development of a child care center and a proposed office project
- Managed renovation of 3330 Main Street building for Guanatos Ice Cream, the Oakley Chamber of Commerce and a proposed future Entrepreneur Incubator
- Provided the 2016 Entrepreneur Training Program class for the second year
- Successfully obtained various grants including State Housing-Related Parks Program, Rubberized Asphalt, Traffic Analyses, Recycling, Recycled Rubber for Playgrounds, Traffic Signal Synchronization, You, Me, We Oakley Program, PG&E – Cityhood Celebration, East Bay Parks District signage
- Continued to contribute to the Roadway Maintenance Reserve Fund
- Placed Library and Community Learning Center project on June ballot
- Designated as a “Playful City” by Kaboom

Related to the Successor Agency to the Oakley Redevelopment Agency:

- Revised the Agency’s Long Range Property Management Plan (LRPMP), and obtained approved by the Department of Finance
- Completed sale of property for Popeye’s Chicken development

Capital projects completed or are nearing completion this fiscal year include:

- Dry Utility Construction at 1530 Neroly Road
- West Bolton Road storm drain improvement
- Marsh Creek Glenn Park pedestrian bridge
- Main Street (Bridgehead Road to Big Break Road) resurfacing
- Expanded and updated security Camera System at City Hall, Parks & Corporation yard
- Police Department Building reconstruction, including adding an office and expanding break room at City Hall
- Highway 160 & Main St. interchange monument sign & landscaping
- Catamaran Park construction at Summer Lake subdivision
- Emerson Ranch Park
- Cypress Grove irrigation well
- Cypress Rd, Rose Ave & Big Break Rd pavement rehabilitation

- Curb, gutter, and sidewalk repair and replacement project
- Shady Oak Park improvement at Live Oak Ranch subdivision
- Main Street gap closure frontage improvement
- Various turf conversions throughout the City for water conservation

### **GENERAL FUND**

The Preliminary General Fund Budget reflects our continued commitment to keeping City administrative operations lean and ensuring the budget reflects a focus on the City's highest priorities: public safety, economic development, completion of capital projects, and maintenance of the City's neighborhoods, parks and roadways.

The General Fund Budget includes \$16,507,830 in estimated revenues, and \$19,304,953 in proposed expenditures. Recurring revenues are approximately \$16,392,000, approximately \$701,000 more than currently projected Fiscal Year 2015-2016 revenues. The increase is largely due to increases in property taxes, sales taxes, franchise fees and estimated building permit revenues. Recurring expenditures are approximately \$15,190,000, approximately \$330,000 more than currently those projected for Fiscal Year 2015-2016, largely due to increases in insurance and workers compensation premiums that all cities are experiencing.

Available Fund Balance at June 30, 2017, is projected to be a healthy \$3.4 million, or approximately 21% of projected Fiscal Year 2017-2018 recurring expenditures (policy is to maintain at least a 20% reserve).

As noted in the 10-Year Plan, the Budget has been prepared to ensure that recurring revenues remain in excess of recurring expenditures. To accomplish this and to meet the City's highest priorities as we recover from the recession, allocations to the City's Equipment Replacement Reserve are being increased more slowly, and annual allocations to capital projects for roadway maintenance more rapidly.

### **TRANSFERS**

In pre-recession years, the Budget included larger recurring transfers for road maintenance and for the Main Street Fund. This year's Preliminary Budget includes reduced transfers for what is now the sixth year – although we are recovering and have increased these transfers significantly. In addition, it

contains our second and increased allocation to the Roadway Maintenance Reserve Fund. The Preliminary Budget includes the following transfers:

- \$200,000 to the General Capital Projects Fund for road maintenance,
- \$150,000 to the Main Street Fund, and
- \$150,000 to the Roadway Maintenance Reserve Fund
- \$4,000,000 to the Park Impact Fee Fund for phase 1 development at the Moura Property

### **PROPOSED MODIFICATIONS TO FINANCIAL POLICIES**

As in prior years, Staff has reviewed the City's existing Comprehensive Statement of Financial Policies to determine if any updates are necessary and/or desirable.

### **GOALS AND OBJECTIVES FOR FISCAL YEAR 2016-2017**

The Strategic Plan for 2016-2018 includes an extensive list of City goals and objectives with the following areas of focus:

- Business and Job Growth
- Planned, Quality Growth
- Community Infrastructure and Traffic Safety
- Downtown & Main Street Revitalization and Enhancement
- Public Safety
- Parks, Streetscapes and Recreational Opportunities
- Financial Stability and Sustainability
- Community Outreach, Communication and Participation
- Political Leadership and Stability
- Operational Excellence

The Proposed Budget reflects allocations to the City Council's existing priorities, including public safety, infrastructure maintenance, economic development, and code enforcement. In addition, the following are some of the more significant goals and objectives for Fiscal Year 2016-2017:

- Continue to implement the City's Economic Development Work Plan
- Complete construction of the capital projects in the Fiscal Year 2016-2017 Capital Improvement Plan

### **LANDSCAPE MAINTENANCE CHALLENGE UPDATE**

We continue to face the challenge of better ensuring the funding of our Lighting and Landscaping District maintenance costs. Current economic conditions still do not support additional assessments or taxes, and staff manages many of the funds simply at the bare minimum because adequate funds are not available. Two of the neighborhood zones remain structurally imbalanced, while nearly half the remaining zones are financially balanced, but challenged. A number of them can provide for current year operations, but are unable to set aside enough for less frequently needed maintenance, remediation and asset replacements.

Staff continues to manage District operations to live within our means; however, a longer-term solution will be necessary in the years ahead.

### **NEW INTERFUND LOANS**

One of the City's financial policies is that interfund loans be approved by the City Council. Considering all aspects of the Preliminary Budget, as presented, it appears that some funds will likely need a General Fund loan during Fiscal Year 2015-2016. Accordingly, Staff recommends the following interfund loans be approved as part of the Budget:

*Fund 187* – Country Place, a loan of up to \$10,000. This landscaping zone contains Nutmeg Park. The Park was constructed knowing that the annexation of future homes to the zone would be required for it to be able to collect assessments sufficient to perform proper regular maintenance. The annexations have not yet occurred, and the General Fund has, each year, provided loans to the Fund so that the work could be performed, and so that the General Fund can be repaid in the future when more revenues become available.

*Fund 206* – Public Facilities Impact Fees, a loan up to \$35,000. This fund is used to account for public facilities impact fees from new development. The fees collected are currently committed first to pay the debt service on the 2006 Certificates of Participation. If these fees are not sufficient to pay the debt service in full, the General Fund is pledged to make up the shortfall. Development activity is projected to increase in Fiscal Year 2016-2017, but not quite enough for these impact fees to fully cover this debt service. As is our practice, the recommendation is for this amount to be a loan, so that the General Fund will be repaid in the future when more revenues become available.

If funded, both loans will accrue interest at the City's investment earnings rate until repaid.

### CAPITAL PROJECTS

Presented separately is the detailed Proposed Capital Improvement Program (CIP) with new funds totaling \$8.25 million. The majority of the new allocations are for infrastructure maintenance.

New construction and improvement projects include:

- Moura Property Development -- Oakley Recreation Center
- Oakley Community Park
- Main Street Realignment (Vintage Parkway to 2nd Street)
- Laurel Road Widening (Rose Ave to Mellowood Drive)
- Highway 160 - Main Street Gateway Sign and Landscaping Project

In addition, maintenance projects include:

- Street repair and resurfacing
- Street Restriping
- Curb, Gutter, & Sidewalk repair and reconstruction
- Frontage Gap Closure improvements
- Storm Drain Improvements
- Traffic Calming
- Oakley Recreation Building Rehabilitation

### CONCLUSION

As mentioned, this year's Preliminary Budget remains lean, structurally balanced, and true to the City Council's strategic priorities. We thank you for your support and leadership in keeping Oakley on the path of growth and improvement.

Respectfully submitted,



Bryan H. Montgomery  
City Manager



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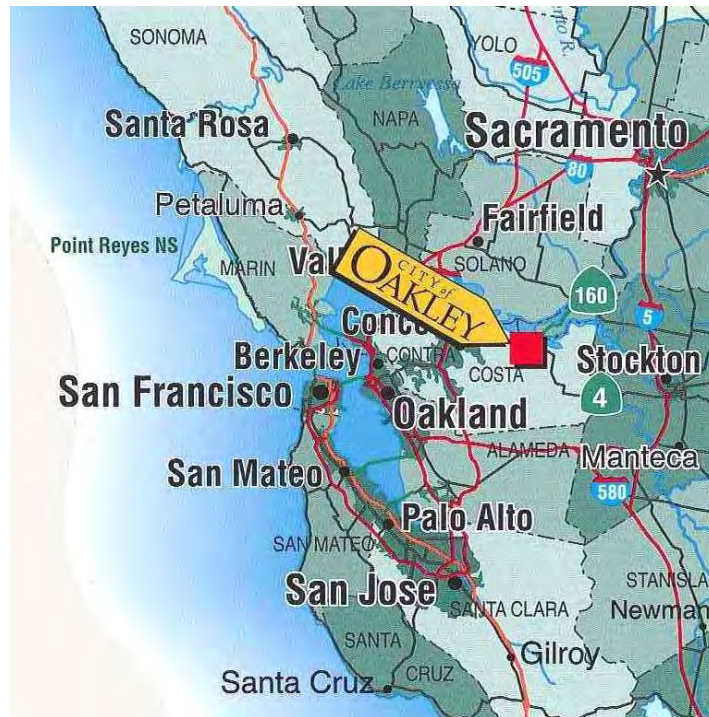
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## COMMUNITY PROFILE



The City of Oakley, incorporated in July 1999, is one of California's youngest cities. Residents enjoy a charming area with an abundant housing supply, quality schools, and a friendly atmosphere that truly make Oakley, "A Place for Families in the Heart of the Delta."

Oakley is located in Eastern Contra Costa County, along Highway 4, in a corridor that also includes the cities of Pittsburg, Antioch and Brentwood, with proximity to the Mount Diablo State Recreation Area, California San Joaquin Delta, and access to the many amenities of the San Francisco Bay Area.

Today a landscape of gently rolling fields, orchards, and vineyards gives us a glimpse of Oakley's agricultural past. From a quiet Delta farming town, Oakley has blossomed into a growing community of landscaped parks, abundant recreational opportunities, shopping centers, and planned business and commercial development.

Oakley's 38,789 residents enjoy a progressive community that is rich in history, supports strong family values, and offers a high quality of life. Our residents take pride in being part of a City that is building a prosperous future for generations to come.



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## **ELECTED OFFICIALS & CITY MANAGEMENT TEAM**

### **- CITY COUNCIL -**

Kevin Romick, Mayor

Sue Higgins, Vice Mayor

Randy Pope, Councilmember

Doug Hardcastle, Councilmember

Vanessa Perry, Councilmember

### **- MANAGEMENT TEAM -**

Bryan Montgomery, City Manager

Chris Thorsen, Chief of Police

Deborah Sultan, Finance Director

Kevin Rohani, Public Works Director/City Engineer

Libby Vreonis, City Clerk

Derek Cole, City Attorney

Joshua McMurray, Planning Manager

Lindsey Bruno, Recreation Manager

Dwayne Dalman, Economic Development Manager

Troy Edgell, Code Enforcement Manager

Nancy Marquez-Suarez, Assistant to the City Manager

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# CITIZENS OF OAKLEY

## CITY COUNCIL

### CITY ATTORNEY

Special Counsel  
Paralegal

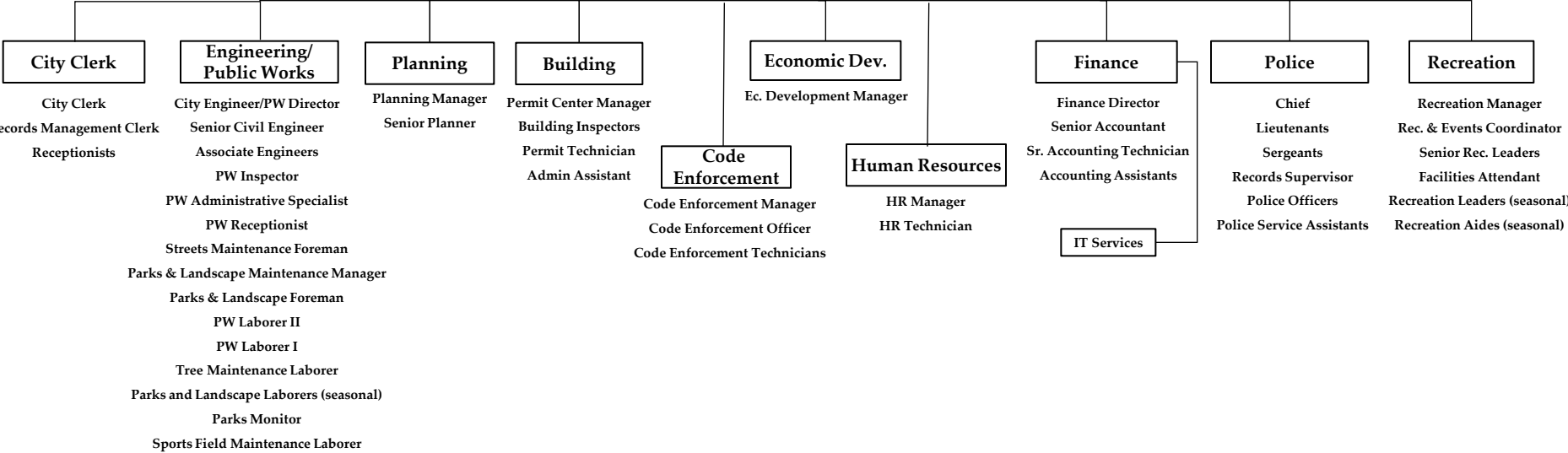
### CITY MANAGER

#### Assistant to the City Manager

Admin Assistant  
Maintenance Custodian

#### You, Me, We = Oakley Program Coordinator

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## BUDGET STRATEGIES AND FINANCIAL POLICIES

The City Council provides long-term policy guidance for conducting the City's financial activities through its Statement of Financial Policies. These strategies and policies are presented to the Council with the intent they be reviewed each year to meet the following strategic objectives:

### BUDGET STRATEGIES

- **Strategic focus** – The City's financial management should be strategic, reflecting the Council's and the community's priorities for service while providing resources that realistically fund routine operations. The City Council and Staff participate in annual strategic planning sessions which results in an updated Strategic Planning Document. The Budget is intended to implement the City's Strategic Plan.
- **Fiscal control and accountability** – The City's financial activities should be fiscally sound and accountable to the City Council through the City Manager.
- **Clarity** – The City's financial planning and reporting should be clear and easy to understand so that all participants, the Council, the community and Staff can make informed decisions.
- **Long-term Planning** – The City's financial planning should emphasize multi-year horizons to promote long-term planning of resource use.
- **Flexible and cost effective responses** – The City's financial management practices should encourage a mission-driven organization that responds to community demands quickly and in a straight forward manner. The City's management should flexibly respond to opportunities for better service, proactively manage revenues and cost-effectively manage ongoing operating costs.
- **Staffing philosophy** – The City Council desires to retain a mix of contract and permanent staff in order to ensure a cost effective and flexible service delivery system. Annually, the City Manager will review with the City Council his/her recommendations regarding the ratio for the number of contract employees to total Staff.

The following Statement of Financial Policies includes the City's policies, an assessment of whether the City is in compliance with each one and space for any comments or recommended changes to the policies.

## STATEMENT OF FINANCIAL POLICIES

### GENERAL FINANCIAL GOALS

	In Compliance?	Comments
To maintain a financially viable City that can maintain an adequate level of municipal services.	Yes	
To maintain financial flexibility in order to be able to continually adapt to local and regional economic changes.	Yes	
To maintain and enhance the sound fiscal condition of the City.	Yes	

### OPERATING BUDGET POLICIES

The City Council will adopt a balanced budget by June 30 of each year.	Yes	
The City Manager will submit a budget calendar to the City Council no later than January 15th of each year.	Yes	
An annual base operating budget will be developed by verifying or conservatively projecting revenues and expenditures for the current and forthcoming fiscal year.	Yes	
During the annual budget development process, the existing base budget will be thoroughly examined to assure removal or reduction of any services or programs that could be eliminated or reduced in cost.	Yes	
Current revenues will be sufficient to support current operating expenditures (i.e. recurring expenditures will not exceed recurring revenues). One-time or unpredictable revenues will be used for one-time expenditures (including capital and reserves).	Yes	

<p>Annual operating budgets will provide for adequate design, construction, maintenance and replacement of the City's capital plant and equipment.</p>	<p>No</p>	<p>Some older Lighting and Landscaping District zones do not have sufficient revenues to set aside enough to fund asset replacements when needed.</p>
<p>The purchase of new or replacement capital equipment with a value of \$25,000 or more and with a useful life of two years or more will require Council approval.</p>	<p>Yes</p>	
<p>The City will project its equipment replacement needs for the next three years and will update this projection each year. From this projection a replacement schedule will be developed, funded, and implemented.</p>	<p>Yes</p>	
<p>The City will avoid budgetary and accounting procedures which balance the current budget at the expense of future budgets.</p>	<p>Yes</p>	
<p>The budget will include the appropriation of available but unassigned fund balances in special purpose funds</p> <p>In the Lighting and Landscaping Funds, the budget will include an appropriation of Asset Lifecycle Replacement Program reserves in an "unassigned asset replacement reserves" line item in each fund, equal to 25% of the available reserve balance, up to \$100,000.</p> <p>Prior approval of the City Manager will be required for the assignment and/or use of these appropriations.</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p>	
<p>All recommended increased appropriations of general purpose revenues, General Fund reserves, or that transfer appropriations between funds during the year shall be presented to the City Council for approval. Amendments to that are made to authorize spending of increased or new special purpose revenues may be approved by the City Manager.</p>	<p>Yes</p>	



The City will forecast its General Fund expenditures and revenues for each of the next 10 years and will update this forecast at least annually.	Yes	
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## REVENUE POLICIES

The City will work to develop a diversified and stable revenue system to protect it from short-term fluctuations in any one revenue source.	Yes	
User fees will be adjusted bi-annually to recover the full cost of services provided, except when the City Council determines that a subsidy from the General Fund is in the public interest.	Yes	
The City will seek, and with Council approval, apply for all possible Federal and State reimbursement for mandated projects and/or programs and Federal and State grant monies for City programs and projects.	Yes	
Capital improvements will be financed primarily through user fees, service charges, impact fees, or developer agreements when benefits can be specifically attributed to users of the facility. For projects financed with debt, the fees, charges, and/or contractual payments shall be established at a level sufficient to fund the project in its entirety, including the repayment of principal and interest on amounts borrowed. The City will consider future operations and maintenance costs as part of each project's financing plan and ensure that funding sources are identified to properly operate and maintain the improvements when constructed.	Yes	

## EXPENDITURE POLICIES

The City will maintain a level of expenditures which will provide for the public well-being and safety of the residents of the community.	Yes	
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<p>Purchases shall be approved as described in the City’s Municipal Code; more specifically:</p> <p>Purchases for more than \$5,000 shall be supported by a Purchase Order approved by the Finance Director and City Manager, and;</p> <p>Purchases for more than \$25,000 shall be approved by City Council.</p>	Yes	
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## **CAPITAL BUDGET IMPROVEMENT BUDGET POLICIES**

<p>The City will make all capital improvements in accordance with an adopted and funded capital improvement program (CIP).</p>	Yes	
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<p>The City will develop an annual Five-Year Plan for Capital Improvements, including sections for CIP design, development, implementation, and operating and maintenance costs.</p>	Yes	
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<p>The City will identify the estimated capital and ongoing operations and maintenance costs, potential funding sources and project schedule for each capital project proposal before it is submitted to the Council for approval.</p>	Yes	
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<p>The City will coordinate development of the annual capital improvement budget with the development of the operating budget. All costs for internal professional services needed to implement the CIP will be included in the operating budget for the year the CIP is to be implemented.</p>	Yes	
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<p>The Capital Budget will be based on the CIP, and each project’s unused appropriations at each year-end will be automatically rolled over to the subsequent year, until the project is completed. Additions to project funding plans require Council approval. Changes that do not increase funding levels may be approved by the City Manager.</p>	Yes	
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Cost tracking for components of the CIP will be implemented and updated quarterly to ensure project completion within budget and established timelines.	Yes	
The Council will review the pavement management program each year at budget time and will seek to supplement Gas Tax, Measure J, other street improvement funds, and the Street Maintenance Reserve Fund to adequately fund the program.	Yes	
City Impact Fees shall be used to fund the direct and indirect costs associated with capital projects identified in the City's impact fee studies.	Yes	

### **OTHER CAPITAL IMPROVEMENT POLICIES**

Design of capital improvements shall consider long-term cost efficiency and be based on standards that minimize construction costs while assuring acceptable useful life and reduce maintenance requirements.	Yes	
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### **SHORT-TERM DEBT POLICIES**

The City may use short-term debt to cover temporary or emergency cash flow shortages. All short-term borrowing will be subject to Council approval by ordinance or resolution.	Yes	
The City may issue interfund loans in lieu of outside debt instruments to meet short-term cash flow needs. Such loans will be permitted only if an analysis of the lending fund indicates excess funds are available and the use of these funds will not impact its current operations. The prevailing interest rate, as established by the Finance Director, will be paid to the lending fund, and such loan shall be approved by the City Council, documented by a memorandum signed by the City Manager and filed with the Finance Department and City Clerk.	Yes	
Both the Original Budget adopted each year, and the Mid-Year Budget Report, will include a separate section identifying anticipated interfund loans, and the City Council's approval of these reports shall be approval of	Yes	

the interfund loans.		
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## LONG-TERM DEBT POLICIES

The City will confine normal long-term borrowing to capital improvement projects it is unable to fund from current revenues in time to meet community needs or where a fiscal analysis shows that a significant benefit would accrue from building sooner at current prices and at current interest rates.	Yes	
When the City issues City long-term debt, it will employ a professional financial advisor to assist the City in obtaining the best possible outcomes in terms of planning, sizing, underwriting, insuring, and presentation of the City's plans and position to bond rating agencies and the public. The City will also employ the services of qualified bond counsel and, as appropriate, disclosure counsel.	Yes	
When the City issues assessment type debt, it will work cooperatively with the project area Developers to identify an appropriate and acceptable financing team to obtain the best possible outcomes for the City and its citizens, and ensure compliance with all legal requirements.	Yes	
The City projects that the Community Parks assessment program will, over time, be sufficient to pay for ongoing costs and repay General Fund advances (loans); but that until further development occurs in the City, the General Fund may make such advances to the Community Parks program to cover operating shortfalls. All such advances will be approved by City Council.	Yes	
Both the Original Budget adopted each year, and the Mid-Year Budget Report will include a separate section identifying anticipated interfund loans, and the City Council's approval of these reports shall be approval of the interfund loans.	Yes	
Where possible, the City will use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.	Yes	

Proceeds of long-term debt will not be used for current ongoing operations.	Yes	
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The City may pledge General Fund revenues to facilitate debt; however, all debt will be supported by a dedicated revenue source identified prior to issuance that is expected to be sufficient to make the required debt service payments.	Yes	
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## RESERVE POLICIES

The City will maintain General Fund Emergency reserves at a level at least equal to 20% of general fund operating expenditures. The primary purpose of this reserve is to protect the City's essential service programs and funding requirements during periods of economic downturn (defined as a recession lasting two or more years) or other unforeseen catastrophic costs not covered by the Contingency Reserve. Should the balance in the reserve fall below the 20% threshold, a plan to restore the level over a period of no more than five years shall be included in each proposed annual budget reviewed with the City Council until the reserve has been returned to at least 20%.	Yes	
A Contingency Reserve will be budgeted each year for non-recurring unanticipated expenditures or to set aside funds to cover known contingencies with unknown costs.	Yes	
The level of the Contingency Reserve will be established as needed but shall not be less than 2% of General Fund operating expenditures.	Yes	
The City will establish an account to accumulate funds to be used for payment of accrued employee benefits for terminated employees. At each fiscal year end, the accumulated amount in the reserve shall be adjusted to equal the projected payout of accumulated benefits requiring conversion to pay on retirement for employees then eligible for retirement. (This is so there are funds to	Yes	

<p>pay out accumulated benefits requiring conversion to pay on termination).</p> <p>The City Manager may release and appropriate funds from this reserve during the year, but solely for terminal pay expenditures.</p>	<p>Yes</p>	
<p>Claims Reserves will be budgeted at a level which, together with purchased insurance, adequately protects the City. The City will maintain a reserve of two times its deductibles for those claims covered by the insurance pool of which the City is a member (currently the Municipal Pooling Authority of Northern California). In addition, the City will perform an annual analysis of past claims not covered by the pool, and reserve an appropriate amount to pay for uncovered claims.</p>	<p>Yes</p>	
<p>The City will establish a Street Maintenance Reserve Fund for the accumulation of funds for the long-term maintenance of the City's streets. The amounts transferred into the reserve will be used to augment the City's Gas Tax, Measure J, and other street improvement revenues in completing street maintenance and improvement projects. The reserve shall be considered fully funded when the balance and the combination of anticipated special revenues eligible for street maintenance is sufficient to pay for the next 3 years' anticipated maintenance. The City shall seek to fully fund the reserve by June 30, 2018.</p>	<p>Yes</p>	
<p>The City will establish a Vehicle and Equipment Replacement Reserve Fund for the accumulation of funds for the replacement of worn and obsolete vehicles and other capital equipment. The accumulated amount in the reserve will equal at least 50% of the accumulated depreciation on the City's books for these assets, plus any amounts necessary to ensure the City's ability to replace them when they reach the end of their useful lives. Network and Computer replacement will be gauged using a 3 year lifecycle.</p>	<p>No</p>	<p>Transfers to the Reserve budgeted for FY 2016-2017 will not keep the reserve at the targeted level; however the balance is sufficient to fund all anticipated</p>

		replacements.
<p>The City will seek to build and maintain a Facilities Maintenance Capital Asset Reserve for capital costs associated with the maintenance of all City building facilities. The reserve will be maintained at a level at least equal to projected five year facilities maintenance capital costs.</p> <p>Each year-end, until fully funded, all revenues in excess of expenditures in each landscaping district zone, shall increase the funds' capital asset lifecycle replacement reserve. Each zone's operating budget shall consider annual capital/asset lifecycle replacement needs</p>	<p>Yes</p> <p>Yes</p>	
<p>The City will seek to build and maintain a Storm Drain Depreciation Reserve for costs associated with the major maintenance and capital improvement costs included in the Storm Drain program budget. The minimum reserve level will be 50% of the costs projected over the next five years.</p>	Yes	
<p>The City will establish a Reserve for Qualifying Expenditures and will transfer into it from current revenues all amounts necessary to ensure compliance with Gann Limit provisions. These funds will be used solely to pay for Gann Limit excludable capital expenditures. To qualify, they must be for assets having a value greater than \$100,000 and having a useful life of at least 10 years.</p>	Yes	

## INVESTMENT POLICIES

<p>The City Manager and Finance Director will annually submit an investment policy to the City Council for review and adoption, and shall provide the Council with quarterly investment reports.</p>	Yes	
<p>The Finance Director will invest the City's monies in accordance with applicable laws and adopted investment policies and direct the investment of bond or note monies on deposit with a trustee or fiscal agent in accordance</p>	Yes	

with the applicable indenture or issuance documents.		
The City will maintain liquid assets at a level sufficient to pay at least six months operating expenses.	Yes	

## ACCOUNTING, AUDITING & FINANCIAL REPORTING POLICIES

The City's accounting and financial reporting systems will be maintained in accordance with generally accepted accounting principles and standards of the Governmental Accounting Standards Board.	Yes	
A capital asset system will be maintained to identify all City assets, their condition, historical and estimated replacement costs, and useful life. All equipment with a cost of \$5,000 or more and a useful life of more than two years, and all buildings, improvements and infrastructure with a cost of \$50,000 or more and a useful life of more than two years will be capitalized and included in the system. While asset purchases and disposals will be tracked and accounted for each year, unless otherwise needed, vehicles and office equipment will be inventoried and infrastructure assets will be subject to an internal audit, every 3 years on a rotating cycle, with each category reviewed in turn.	Yes	
Fixed Assets shall be accounted for using the following useful lives: Buildings – 40 years Improvements – 5-15 years Machinery & Equipment – 5 years Vehicles – 5 years Roadways: Streets (Includes Pavement, Sidewalk, Curb & Gutters, Trees & Signs) – 7-40 years Traffic Signals – 25 years Street Lights – 40 years Bridges – 100 years Parks & Recreation:	Yes	The useful lives for Streets was modified to seven to 40 years to better reflect the actual life of some of the



General Improvements – 25 years Specialty features – 10 years		smaller assets
The Finance Department will prepare monthly reports for the City Manager and Department Heads so that they may effectively evaluate their financial performance.	Yes	
A Mid-Year Budget Review, assessing the status of both operating and capital activities and recommending appropriate mid-year adjustments, will be submitted to the City Council and made available to the public in February each year.	Yes	

An annual audit will be performed by an independent public accounting firm with the subsequent issue of an official Comprehensive Annual Financial Report, including an audit opinion.	Yes	
Full and continuing disclosure will be provided in the City’s financial statements and bond representations.	Yes	
The City will build and maintain a good credit rating in the financial community.	Yes	

## GRANT FUNDING POLICIES

The City will remain current on available local, state, and federal grant funding and seek to make the most of grant opportunities for both operations and capital projects.	Yes	
The City will establish accounting procedures to support the tracking of grant funds and their use and for the timely administration of grant programs.	Yes	
Grants that the City makes to others will be such that the City retains control of funds sufficient to ensure their use is consistent with grant specifications. This is expected to be accomplished by limiting grant disbursements to reimbursements or for the City to pay agreed upon costs directly on behalf of the Grantee, all of which should be outlined in a grant agreement approved by the Council.	Yes	

## HUMAN CAPITAL INVESTMENT POLICIES

The City will invest in its employees by maintaining a compensation structure that is based on market norms, considers internal alignment and equity among various groups of employees, supports and recognizes innovation and exceptional performance, and fosters teamwork within the organization.	Yes	
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## APPROPRIATIONS CONTROL

In addition to the Statement of Financial Policies above, the Council has established the following policy regarding Appropriations Control:

### **Appropriations requiring Council action are:**

- Appropriation of reserves, except asset replacement or accrued benefits reserves
- Transfers between funds
- Appropriations of any unassigned revenues (unassigned revenues are those revenues that are not associated with a particular business or service unit)

### **Appropriations requiring City Manager action are:**

- Transfer within a fund or department
- Appropriation of unbudgeted assigned revenues – assigned revenues support a specific business or service unit and allow expansion or contraction of that unit in response to demand.
- Appropriation of asset replacement reserves, accrued benefits reserves and unassigned balances in special purpose funds.

Appropriations of fiscal resources are approved by the City Council and managed by the City Manager

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## BUDGET SCHEDULE

### FY 2016-2017 BUDGET

Date	Function
<b>February 2</b>	<i>2016-17 Budget Instructions Distributed</i>
<b>February 9</b>	<i>FY 2015-16 Midyear review with City Council</i>
<b>Week of February 15</b>	<i>Finance Available for Budget System Training to anyone needing assistance.</i>
<b>March 7</b>	<i>DH Strategic Planning Session</i>
<b>Week of March 7</b>	<i>City Manager Discussions with DH's Individually, as needed</i>
<b>March 21</b>	<i>2016-17 Department Goals due to City Manager &amp; Finance Director 2016-17 Operating Budgets due to Finance Director 2016-17 Final CIP Requests due to City Engineer</i>
<b>March 22 - April 1</b>	<i>Finance &amp; Engineering Review Period</i>
<b>April 4-15</b>	<i>City Manager Review Period</i>
<b>April 12</b>	<i>City Council Strategic Planning Session</i>
<b>April 19</b>	<i>Community Wide Strategic Planning Meeting</i>
<b>April 18-22</b>	<i>City Manager Reviews with DH's individually, as needed</i>
<b>April 29</b>	<i>2015-16 Departmental Accomplishments Due to City Manager &amp; Finance Director</i>
<b>May 2-13</b>	<i>Preparation and Final City Manager Review of Proposed Budgets, CIP and Presentations</i>
<b>May 16-17</b>	<i>Production and Distribution of Proposed Budget and CIP to Council and Staff</i>
<b>May 24</b>	<i>Budget Work Session</i>
<b>June 14</b>	<i>2016-17 Public Hearings and Budget Adoptions</i>

<u>Fund #</u>	<u>Fund Name</u>	<u>Estimated Available Resources July 1, 2016</u>	<u>Estimated Revenues 2016/17</u>	<u>Recommended Expenditures 2016/17</u>	<u>Appropriation of Unassigned/ Available Fund Balances*</u>	<u>Appropriation of Asset Replacement Reserves</u>	<u>Estimated Available Resources July 1, 2017</u>	<u>Additional Appropriation of Available Asset Replacement Reserves*</u>
100	General Fund**	\$ 6,437,613	\$ 16,507,830	\$ 15,326,752	4,000,000		\$ 3,618,691	
110	Comm Facilities Dist #1 (Cypress Grove)	\$ -	307,142	182,150	124,992	1,102,592	\$ -	
123	Youth Development Fund	\$ -					\$ -	
125	You, Me, We = Oakley!	\$ -	60,433	60,433			\$ -	
132	Park Landscaping Zn 1 (Comm Parks)	\$ -	1,165,434	1,169,855		4,421	\$ -	100,000
133	LLD Zone 2 (Streetlighting)	\$ -	322,991	346,500		23,509	\$ -	14,820
136	Agricultural Preservation	\$ -	-	-			\$ -	
138	Economic Dev. Revolving Loan Program	\$ -	-	-			\$ -	
140	Gas Tax Fund	\$ 87,143	799,223	850,819	35,547		\$ -	
145	Stormwater NPDES	\$ 902,997	462,000	1,332,536	32,461		\$ -	
148	Measure J	\$ 183,316	548,375	698,561	33,130		\$ -	
150	Police P-6 Fund	\$ -	3,693,187	3,693,187			\$ -	
151	Police SLESF Fund	\$ -	100,000	100,000			\$ -	
168	Athletic Field Maintenance Fund	\$ -	50,000	38,000	12,000		\$ -	
170	LLD Vintage Parkway	\$ -	73,714	73,772		58	\$ -	18,214
171	LLD Oakley Ranch	\$ -	26,446	26,446			\$ -	9,065
172	LLD Empire	\$ 5,846	4,534	4,534			\$ 5,846	14,524
173	LLD Oakley Town Center	\$ -	10,935	9,981			\$ 954	7,831
174	LLD Oak Grove	\$ -	28,405	28,405			\$ -	14,159
175	LLD Laurel Woods/Luna Estates	\$ -	7,668	7,668			\$ -	17,951
176	LLD South Forty	\$ -	9,713	9,713			\$ -	8,476
177	LLD Claremont	\$ -	7,628	7,628			\$ -	3,793
178	LLD Gateway	\$ -	18,360	18,360			\$ -	48,634
179	LLD Countryside (Village Green)	\$ -	2,563	2,563			\$ -	5,349
180	LLD Country Fair ( Meadow Glen)	\$ -	5,423	5,423			\$ -	-
181	LLD California Sunrise	\$ -	3,502	3,168			\$ 334	15,368
182	LLD California Visions (Laurel)	\$ -	12,000	12,000			\$ -	34,963
183	LLD Claremont Heritage	\$ -	18,240	14,515			\$ 3,725	49,647
184	LLD Country Fair (Meadow Glen II)	\$ -	122,544	122,544			\$ -	17,080
185	LLD Sundance	\$ -	8,910	10,581		1,671	\$ -	1,428
186	LLD Calif Jamboree (Laurel Anne)	\$ -	117,548	125,931		8,383	\$ -	84,052
187	LLD Country Place	\$ -	31,400	39,730			\$ (8,330)	-
188	LLD Laurel Crest	\$ -	97,000	97,000			\$ -	29,073
189	LLD Marsh Creek Glen	\$ 215,872	89,340	56,000			\$ 249,212	31,990
190	LLD Quail Glen	\$ -	28,923	26,730			\$ 2,193	23,075
191	Cypress Grove	\$ -	264,632	257,170			\$ 7,462	100,000
192	South Oakley	\$ -	365,004	334,700			\$ 30,304	22,575
193	Stone Creek	\$ -	29,250	22,403			\$ 6,847	39,434
194	Magnolia Park	\$ -	562,500	443,200			\$ 119,300	100,000
195	Summer Lakes	\$ -	298,992	269,200			\$ 29,792	87,735
201	General Capital Projects	\$ -	200,000	98,646	101,354		\$ -	
202	Traffic Impact Fee Fund	\$ 1	1,200,000	96,646	1,103,355		\$ -	
204	Park Impact Fee Fund	\$ -	534,950	4,000	530,950		\$ -	
205	Childcare Impact Fee Fund	\$ 231,000	-	-	231,000		\$ -	
206	Public Facilities Impact Fee Fund	\$ -	588,535	588,535			\$ -	
208	Fire Impact Fees Fund	\$ -	125,000	1,500	123,500		\$ -	
211	WW Parks Grant	\$ -	-	-			\$ -	
221	2004-1AD Capital Projects	\$ -	-				\$ -	
231	Main Street Fund	\$ 302,686	150,000	4,000	448,686		\$ -	
235	Street Maintenance Reserve Fund	\$ 225,000	150,000	-	375,000		\$ -	
301	Developer Deposits Fund	\$ -	425,000	774,243	(349,243)		\$ -	

<u>Fund #</u>	<u>Fund Name</u>	<u>Estimated Available Resources July 1, 2016</u>	<u>Estimated Revenues 2016/17</u>	<u>Recommended Expenditures 2016/17</u>	<u>Appropriation of Unassigned/ Available Fund Balances*</u>	<u>Appropriation of Asset Replacement Reserves</u>	<u>Estimated Available Resources July 1, 2017</u>	<u>Additional Appropriation of Available Asset Replacement Reserves*</u>
351	2006 COPs Debt Svc Fund	\$ -	570,035	570,035			\$ -	
401	CFD 2015-1 (Emerson Ranch)	\$ 161,018	414,831	124,850	450,999		\$ -	
405	Citywide CFD 2015-2a (Prescott)		30,000	18,000	12,000		\$ -	
501	Equipment Replacement Fund	\$ -	275,000	244,360	30,640		\$ -	
502	Capital Facilities Mtc and Replacement Fund	\$ 195,000	50,000	27,000	218,000		\$ -	
621	AD 2004-1 Debt Svc Fund	\$ -	1,196,600	1,170,594	26,006		\$ -	
622	AD 2006-1 Debt Svc Fund	\$ -	779,783	779,783			\$ -	
767	Successor Housing Agency	\$ -		-			\$ -	
			32,951,523	30,330,350	7,540,377	1,140,634		
*The Budget includes the appropriation of unassigned balances in special purpose funds so they can be assigned if needed during the year; although in the landscaping district funds, available resources appropriated for unanticipated asset replacements or remediations are shown in the appropriation of available asset replacement reserves pursuant to City policy.								
**General Fund resources excludes the value of real estate held, which at June 30, 2016 is estimated at \$2.070 million. General Fund activity on this schedule also excludes interfund, interagency, and economic development loan activity, which are required by City policy or approved separately by the City Council.								
New this year: Since all revenues in excess of expenditures at year end in the landscaping district funds are now added to each Fund's reserves for asset replacement, the estimated available resources at July 1, of each year are \$0, unless the reserve is fully funded. Appropriations from a prior year capital project will roll into the new year, as with all capital project appropriations, but otherwise, the beginning of the year available resources in these funds will be \$0.								
A new column has also been added this year to show the amount of the replacement reserves included in the recommended expenditures. These reduce the amount of replacement reserves available for appropriation for unanticipated replacement or remediation activities.								

## 2016-17 Position Allocation Summary

	Position	Status	City of Oakley FTE	Contract FTE	Total FTE
<b>City Council</b>					
	Mayor	Elected	1.00		1.00
	Vice Mayor	Elected	1.00		1.00
	Councilmembers	Elected	3.00		3.00
	<b>Total City Council Staffing:</b>		<b>5.00</b>	<b>0.00</b>	<b>5.00</b>
<b>Building</b>					
	Permit Center Manager	Contract		0.60	0.60
	Building Inspector II	Employee	1.00		1.00
	Permit Technician	Employee	1.00		1.00
	Administrative Asst.	Employee	0.48		0.48
	<b>Total Building Staffing:</b>		<b>2.48</b>	<b>0.60</b>	<b>3.08</b>
<b>Code Enforcement</b>					
	Code Enforcement Manager	Employee	1.00		1.00
	Code Enforcement Officer/Building Inspector II	Employee	1.00		1.00
	Code Enforcement Technician	Employee	1.25		1.25
	<b>Total Code Enforcement Staffing:</b>		<b>3.25</b>	<b>0.00</b>	<b>3.25</b>
<b>City Attorney</b>					
	City Attorney	Contract		0.25	0.25
	Special Counsel	Contract		0.25	0.25
	City Clerk/Paralegal	Employee	0.30		0.30
	<b>Total City Attorney Staffing:</b>		<b>0.30</b>	<b>0.50</b>	<b>0.80</b>
<b>City Clerk</b>					
	City Clerk/Paralegal	Employee	0.70		0.70
	Records Management Clerk	Employee	1.00		1.00
	Receptionists	Employee	1.07		1.07
	<b>Total City Clerk Staffing:</b>		<b>2.77</b>	<b>0.00</b>	<b>2.77</b>
<b>City Manager</b>					
	City Manager	Employee	1.00		1.00
	Assistant to the City Manager/HR Manager	Employee	0.50		0.50
	Administrative Asst.	Employee	0.48		0.48
	<b>Total City Manager Staffing:</b>		<b>1.98</b>	<b>0.00</b>	<b>1.98</b>
<b>Community Outreach</b>					
	Assistant to the City Manager	Employee	0.25		0.25
	You Me We Project Coordinator	Employee	0.00		0.00
	<b>Total Community Outreach Staffing:</b>		<b>0.25</b>	<b>0.00</b>	<b>0.25</b>
<b>Human Resources</b>					
	Assistant to the City Manager/HR Manager	Employee	0.25		0.25
	Human Resources Technician	Employee	1.00		1.00
	<b>Total Human Resources Staffing:</b>		<b>1.25</b>	<b>0.00</b>	<b>1.25</b>
<b>Building Maintenance</b>					
	Maintenance Custodian	Employee		0.75	0.75
	<b>Total Building Maintenance Staffing:</b>		<b>-</b>	<b>0.75</b>	<b>0.75</b>
<b>Finance</b>					
	Finance Director	Employee	1.00		1.00
	Senior Accountant	Employee	1.00		1.00
	Senior Accounting Technician	Employee	1.00		1.00
	Accounting Assistants	Employee	0.96		0.96
	<b>Total Finance Department Staffing:</b>		<b>3.96</b>	<b>0.00</b>	<b>3.96</b>



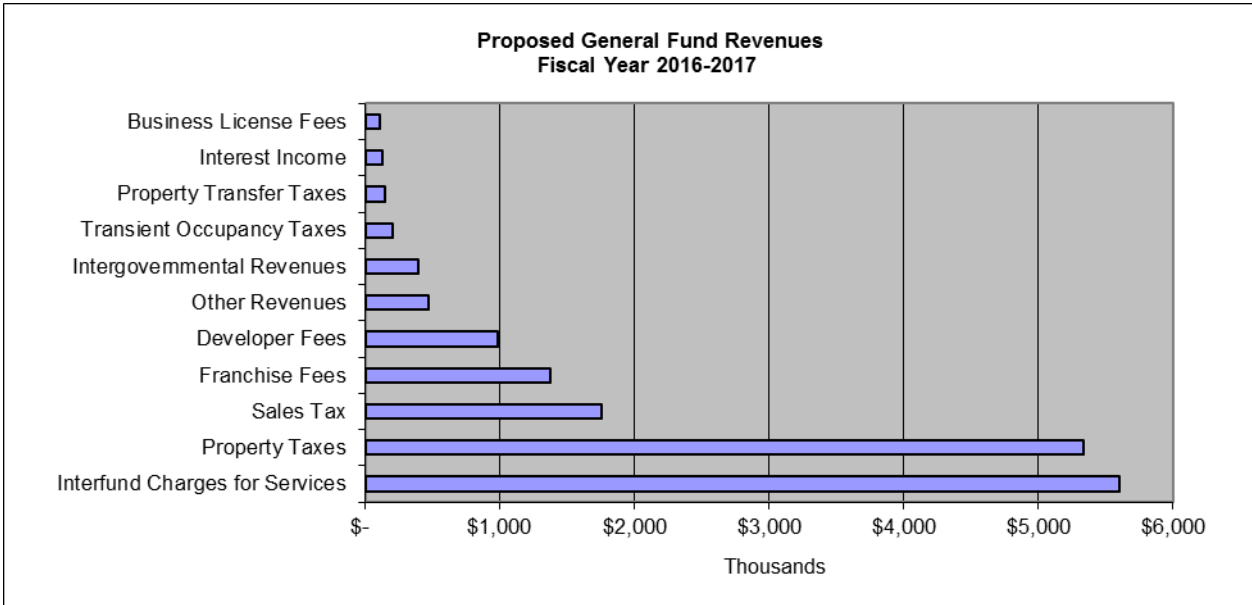
## 2016-17 Position Allocation Summary

	Position	Status	City of Oakley FTE	Contract FTE	Total FTE
<b>Information Technology</b>					
	Network Engineers	Contract		0.60	0.60
	<b>Total Information Technology Staffing:</b>		<b>0.00</b>	<b>0.60</b>	<b>0.60</b>
<b>Economic Development</b>					
	Economic Development Manager	Employee	1.00		1.00
	<b>Total Economic Development Staffing:</b>		<b>1.00</b>	<b>0.00</b>	<b>1.00</b>
<b>Planning</b>					
	Planning Manager	Employee	1.00		1.00
	Senior Planner	Employee	1.00		1.00
	<b>Total Planning Staffing:</b>		<b>2.00</b>	<b>0.00</b>	<b>2.00</b>
<b>Police</b>					
	Chief	Employee	1.00		1.00
	Lieutenants	Employee	2.00		2.00
	Sergeants	Employee	5.00		5.00
	Records Supervisor	Contract		0.48	0.48
	Officers	Employee	21.0		21.00
	Police Services Assistants	Employee	5.96		5.96
	<b>Total Police Department Staffing:</b>		<b>34.96</b>	<b>0.48</b>	<b>35.44</b>
<b>Public Works and Engineering</b>					
	City Engineer/Public Works Director	Employee	1.00		1.00
	Associate Engineers	Employee	2.00		2.00
	Senior Civil Engineer	Employee	1.00		1.00
	Public Works Inspector	Employee	1.00		1.00
	Public Works Administrative Specialist	Employee	1.00		1.00
	Public Works Receptionist	Employee	0.53		0.53
	Streets Maintenance Foreman	Employee	1.00		1.00
	Parks and Landscape Division Manager	Employee	0.75		0.75
	Parks & Landscape Maintenance Foreman	Employee	1.00		1.00
	PW Laborer II	Employee	1.00		1.00
	PW Laborer I	Employee	2.00		2.00
	Tree Maintenance Laborer	Employee	1.00		1.00
	Parks and Landscape Laborers (Seasonal)	Employee	1.00		1.00
	Parks Monitor	Employee	0.25		0.25
	Sports Field Maintenance Laborer	Employee	0.25		0.25
	<b>Total Public Works/Engineering Staffing:</b>		<b>14.78</b>	<b>0.00</b>	<b>14.78</b>
<b>Recreation</b>					
	Recreation Manager	Employee	1.00		1.00
	Recreation and Event Coordinator	Employee	1.00		1.00
	Senior Recreation Leader	Employee	0.48		0.48
	Recreation Leader (Seasonal)	Employee	1.65		1.65
	Recreation Aide (Seasonal)	Employee	1.65		1.65
	Facilities Attendant	Employee	0.38		0.38
	<b>Total Recreation Division Staffing</b>		<b>6.16</b>	<b>0.00</b>	<b>6.16</b>
	<b>Total Contract Employees</b>			<b>2.93</b>	<b>2.93</b>
	<b>Total City Employees:</b>			<b>76.88</b>	<b>76.88</b>
	<b>Total Position Allocation Summary</b>				<b>79.81</b>

# GENERAL FUND ESTIMATED REVENUES

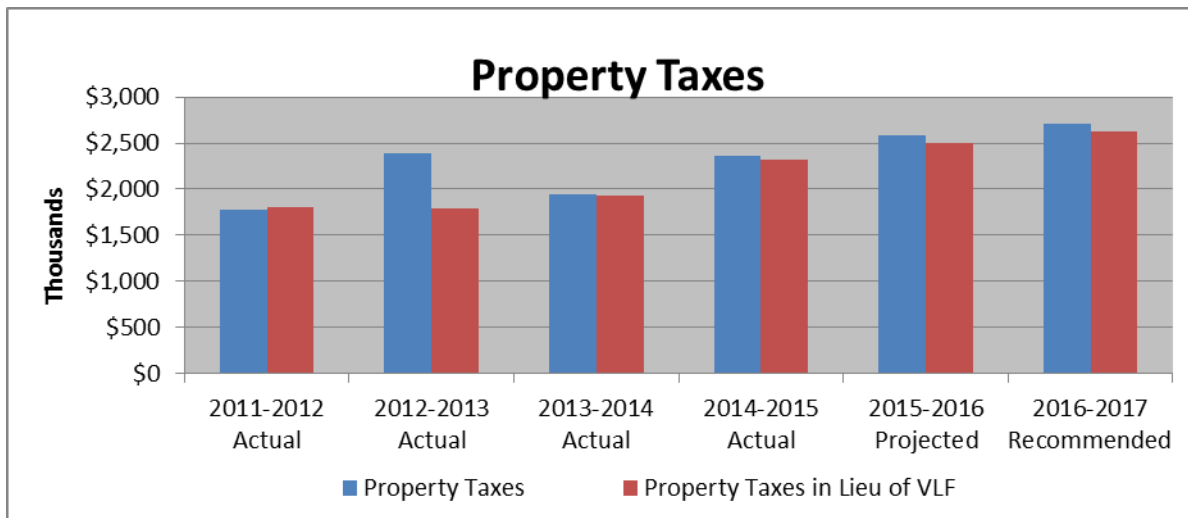
## FY 2016-2017

Revenue	Actual 2013-2014 Revenues	Actual 2014-2015 Revenues	Projected 2015-2016 Revenues	Recommended 2016-2017 Revenues
Interfund Charges for Services	\$4,818,000	\$5,296,000	\$5,512,000	\$5,602,000
Property Taxes	\$3,868,000	\$4,681,000	\$5,083,000	\$5,337,000
Sales Tax	\$1,521,000	\$1,506,000	\$1,693,000	\$1,755,000
Franchise Fees	\$1,230,000	\$1,298,000	\$1,293,000	\$1,375,000
Developer Fees	\$1,261,000	\$1,034,000	\$943,000	\$988,000
Other Revenues	\$448,000	\$610,000	\$395,000	\$420,000
Intergovernmental Revenues	\$262,000	\$543,000	\$395,000	\$395,000
Transient Occupancy Taxes	\$195,000	\$196,000	\$200,000	\$200,000
Property Transfer Taxes	\$147,000	\$152,000	\$150,000	\$150,000
Interest Income	\$58,000	\$119,000	\$130,000	\$130,000
Business License Fees	\$111,000	\$119,000	\$110,000	\$110,000
Sale of Property		\$10,000	\$139,000	



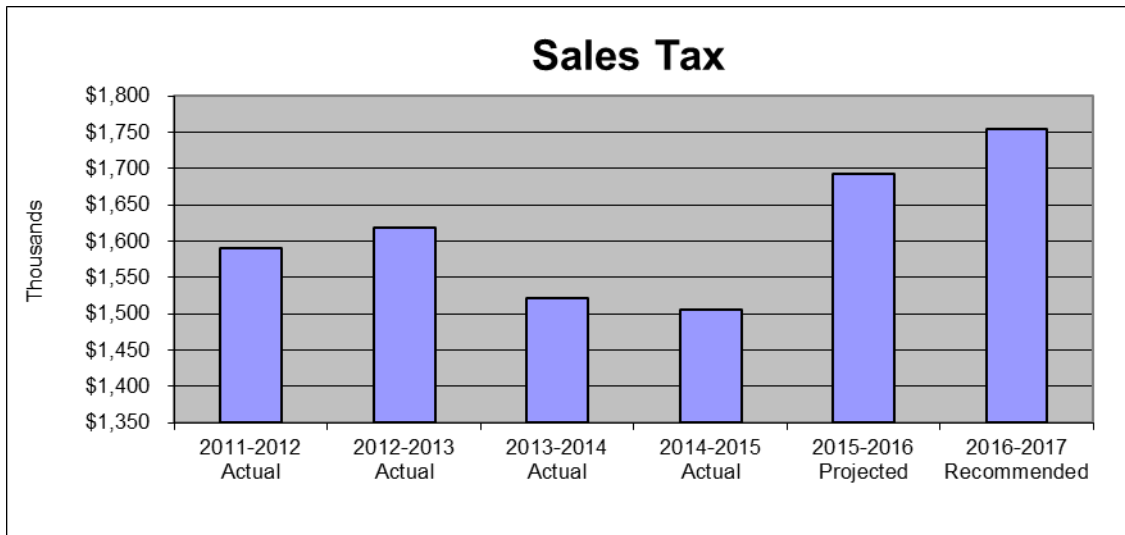
## PROPERTY TAXES

The City receives two significant types of property taxes: 1) the City's share of 1% Property Taxes collected by the County; and, 2) Property Tax In Lieu Of Vehicle License Fees. Both are driven primarily by changes in assessed values. Estimates for fiscal year 2016-2017 anticipate an increase of 5% in citywide assessed values. The budget includes estimated 1% Property Taxes totaling \$2,708,000 and Property Taxes In Lieu Of Vehicle License Fees totaling \$2,629,000.



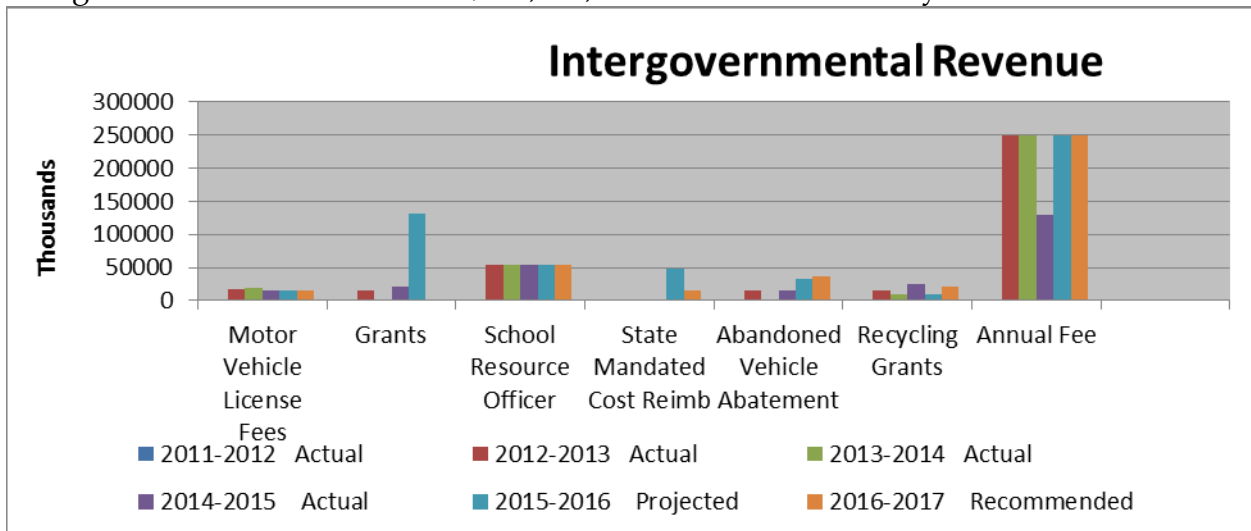
## SALES TAX

The City receives a share of sales taxes where the point of sale is located in the City. While the City does not yet have a large commercial base, business activity is expected to grow over time and these revenues will increase. For fiscal year 2016-2017, the estimated sales taxes are \$1,755,000, an increase of 3.6% adjusted for the one-time true up payment in fiscal year 2015-16 for the end of the sales tax triple flip.



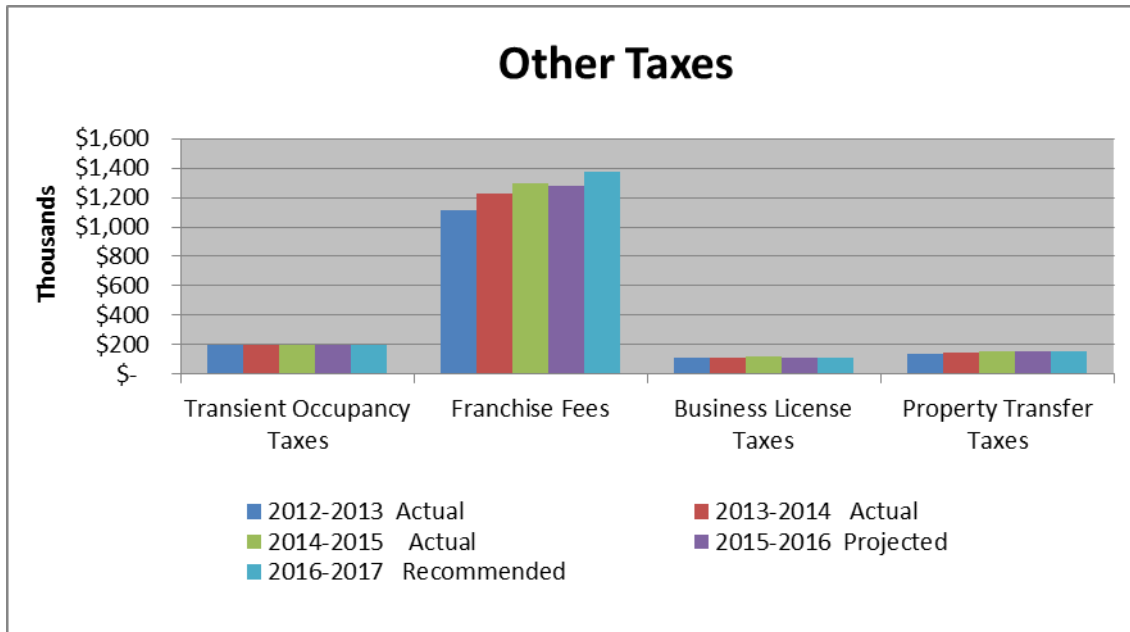
## INTERGOVERNMENTAL REVENUES

The City receives revenue from various other governmental agencies in the form of grants, motor vehicle tax, school resource officer reimbursements, vehicle abatement, recycling grants and administrative charges. For fiscal year 2016-17 total intergovernmental revenues are \$395,400, no increase over fiscal year 2015-16.



## OTHER TAXES

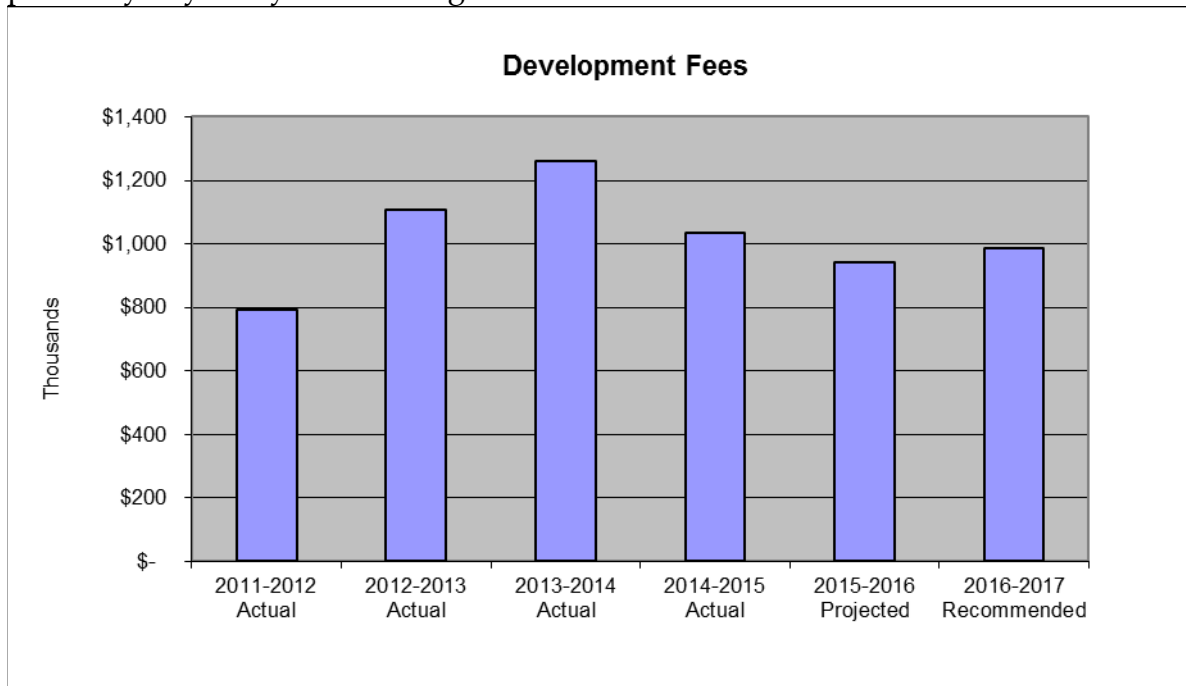
In addition to the above Taxes, the City collects a Transient Occupancy (Hotel) Tax, Utility Franchise Fees, Property Transfer Taxes, and Business License Taxes. For fiscal year 2016-2017, estimated total Other Taxes are \$1,835,000, an increase of \$94,000 over fiscal year 2015-2016. The increase is primarily due to increased franchise fee revenues.



## DEVELOPMENT FEES

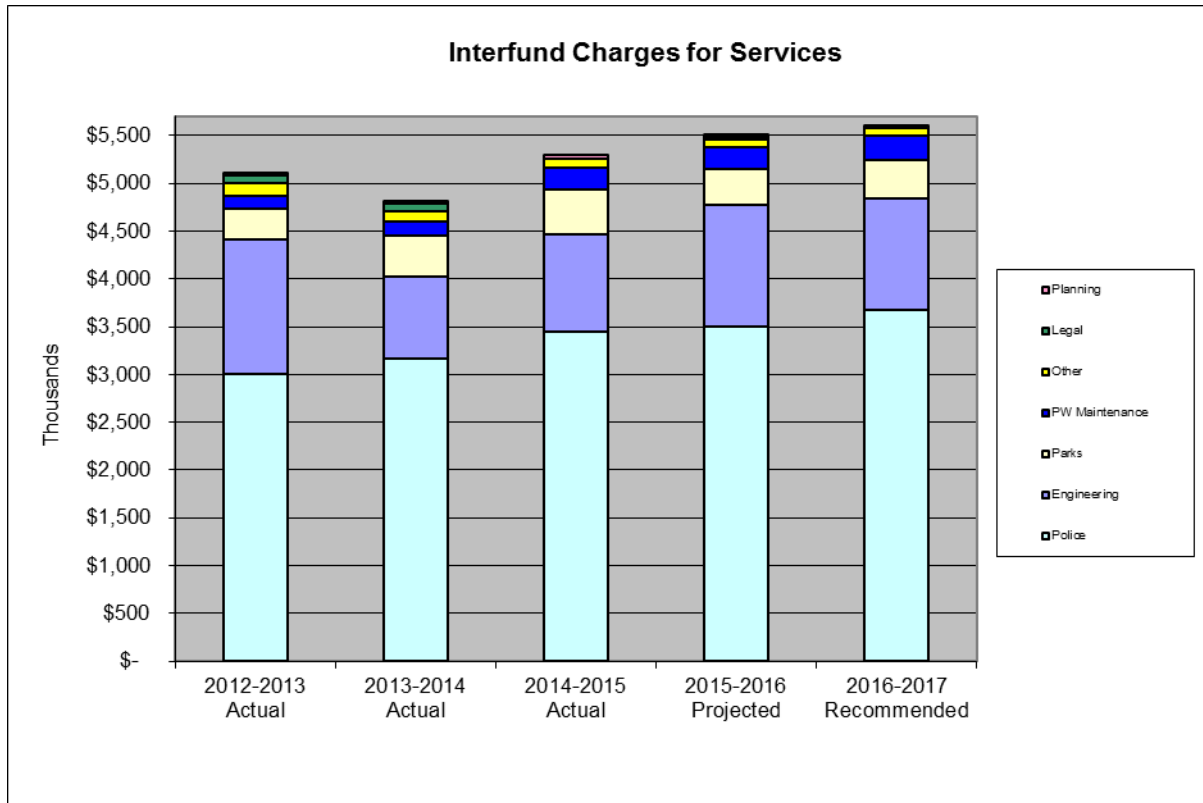
Development Fees consist primarily of building permits, plan review, and administrative fees. For fiscal year 2016-2017, estimated Development Fees total is \$988,000, a 4.8% increase from the projected revenue for fiscal year 2015-2016. The budget reflects an increase in projected development activities, taking in to account

primarily any delays in building activities.



## INTERFUND CHARGES FOR SERVICES

Interfund Charges for Services is the largest revenue of the City. More than one-third of the Fiscal Year 2016-2017 General Fund revenue categories are cost recoveries for activities funded by impact fees, developer application fees, special taxes, assessments and other special purpose revenues. For fiscal year 2016-2017, estimated Interfund Charges for Police Services total approximately \$3.7 million, for Engineering Services approximately \$1.2 million, for Public Works Maintenance \$252,000, for Planning Services \$30,000, for Parks Maintenance Services \$400,000, and for Other Services \$80,000.



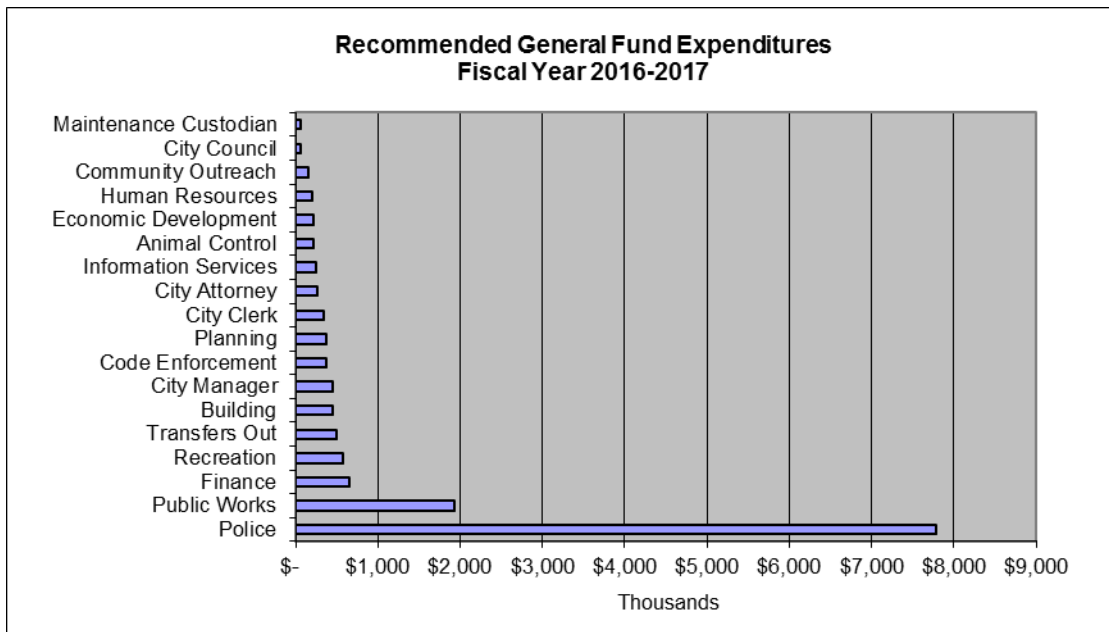
## OVERALL ANALYSIS OF GENERAL FUND REVENUES

Overall revenues continue to be stable, and gradually increasing. The shift in the composition of City revenues continue to be most affected by property taxes and development activities, both of which are now recovering as the economy improves.

# GENERAL FUND RECOMMENDED EXPENDITURES

FY 2016-2017

Department	Actual 2013-2014 Expenditures	Actual 2014-2015 Expenditures	Projected 2015-2016 Expenditures	Recommended 2016-2017 Expenditures
Police	\$7,445,000	\$7,915,000	\$9,029,000	\$7,789,000
Public Works	\$1,339,000	\$1,577,000	\$1,856,000	\$1,926,000
Finance	\$541,000	\$616,000	\$664,000	\$659,000
Recreation	\$378,000	\$445,000	\$510,000	\$577,000
Transfers Out	\$341,000	\$1,433,000	\$1,495,000	\$500,000
Non-Departmental	\$(17,000)	(\$111,000)	(\$6,000)	\$469,000
Building	\$472,000	\$367,000	\$456,000	\$454,000
City Manager	\$403,000	\$434,000	\$448,000	\$445,000
Code Enforcement	\$105,000	\$264,000	\$347,000	\$377,000
Planning	\$326,000	\$339,000	\$365,000	\$367,000
City Clerk	\$220,000	\$248,000	\$248,000	\$338,000
City Attorney	\$203,000	\$141,000	\$204,000	\$258,000
Information Services	\$222,000	\$232,000	\$242,000	\$253,000
Animal Control	\$194,000	\$198,000	\$222,000	\$223,000
Economic Development	\$147,000	\$194,000	\$212,000	\$223,000
Human Resources	\$23,000	\$66,000	\$81,000	\$198,000
Community Outreach	\$92,000	\$125,000	\$117,000	\$152,000
City Council	\$57,000	\$61,000	\$62,000	\$61,000
Maintenance Custodian	\$48,000	\$65,000	\$78,000	\$57,000





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## DEPARTMENT DETAIL

The following pages review each of the proposed Department budgets with a summary discussion of program description, staffing, and objectives for fiscal year 2016-2017:

### ANIMAL CONTROL

#### Program Costs and Revenues

The City contracts with Contra Costa County for Animal Control services. The costs are funded entirely by General Fund revenues.

#### Program Description

Animal control services patrol the City's streets and respond to public health and safety calls concerning animals in the City. The County Animal Services Department provides the service and access to its animal shelter facility in Martinez.

#### Staffing Summary

The County Animal Services Department provides all staffing for an annual per capita charge. There is no City staff allocated to this function.

#### Program Changes

There are no significant program changes for fiscal year 2016-2017. The County charge per capita has, after many years, been increased. The rate for 2016-2017 is \$5.74, increased from the \$5.56 in 2015-16.

ANIMAL CONTROL			
2013-2014 Actual	2014-2015 Actual	2015-2016 Projected	2016-2017 Recommended
\$193,985	\$197,808	\$221,697	\$222,649

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## CITY COUNCIL

### Program Costs and Revenues

The City Council's costs are funded entirely by General Fund.

### Program Description

The Council is the legislative body of the City, in essence the City's "Board of Directors." The Council establishes the City's laws and policies and provides direction to the City Manager to implement them.

### Staffing Summary

The City Council is comprised of five elected members, each for a four-year term. The City Manager, who directs the day-to day operations of the City, and the City Attorney, are accountable directly to the Council.

### Program Changes

None

CITY COUNCIL				
USE OF FUNDS	2013-2014 Actual	2014-2015 Actual	2015-2016 Projected	2016-2017 Recommended
Personnel	\$30,339	\$31,272	\$31,676	\$31,697
Services	\$25,779	\$27,925	\$27,650	\$27,650
Supplies	\$1,166	\$2,169	\$3,000	\$2,000
<b>Total</b>	<b>\$57,284</b>	<b>\$61,366</b>	<b>\$62,326</b>	<b>\$62,326</b>

CITY COUNCIL MEMBERS			
	2014-2015	2015-2016	2016-2017
Mayor	1.00	1.00	1.00
Vice-Mayor	1.00	1.00	1.00
Council members	3.00	3.00	3.00
<b>Total City Council</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>

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# CITY CLERK

## **Program Costs and Revenues**

All City Clerk costs are part of City Administration. Revenue is generated for the General Fund through the passport acceptance program.

## **Program Description**

The City Clerk's Office coordinates the distribution of meetings packets for the City Council, the City Council Acting as the Successor Agency to the Redevelopment Agency, Public Financing Authority and Oversight Board, records the proceedings of those meetings and processes approved documents such as resolutions, ordinances, minutes and contracts; maintains the City Seal; coordinates municipal elections; advertises and coordinates City Council appointments; maintains and protects the official records of the City; coordinates the records management program; maintains the Municipal Code; administers the Fair Political Practices Commission's regulations; maintains Statements of Economic Interest and Campaign Disclosure Statements submitted by public officials and staff; processes claims against the City; receives and opens sealed bids for public projects; provides a passport acceptance agent and notary services.

## **Staffing Summary**

The City Clerk is assigned to work in both the City Clerk and City Attorney Offices, with approximately 85% of her time serving as City Clerk. The City Clerk's Office also has one Records Management Clerk and two part-time receptionists.

## **Program Objectives**

- Continue to participate in the State Department's Passport Acceptance Agents Program;
- Continue to coordinate implementation of records destruction procedures in accordance with the City's Records Retention Schedule, including at least one records "purging day";
- Continue to implement the citywide records scanning program;
- Continue to refine internal processes to improve the function of the City Clerk's office;

- Provide electronic agenda packets for City Council, City Council Acting as the Successor Agency to the Redevelopment Agency, Public Financing Authority and Oversight Board meetings and to accomplish all meeting follow-up activities in a timely manner;
- Coordinate General Municipal Election
- Continue to process claims for damages against the City;
- Continue to receive bids and participate in bid openings for public projects;
- Continue to process appeals for Administrative Citations;
- Continue to assist elected officials and staff with their filing obligations under the State's regulations and the City's Local Conflict of Interest Code;
- Continue to identify and implement cost-saving measures within the department;
- Make public information accessible through the City's website.

## Program Changes

No program changes.

<b>CITY CLERK</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel Services	\$197,123	\$206,590	\$211,608	\$213,840
Services	\$22,536	\$40,062	\$35,484	\$123,049
Supplies	\$797	\$974	\$950	\$1,300
<b>Total</b>	<b>\$220,456</b>	<b>\$247,626</b>	<b>\$248,042</b>	<b>\$338,189</b>

<b>CITY CLERK STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
City Clerk/Paralegal	0.70	0.70	0.70
Records Management Clerk	1.00	1.00	1.00
Receptionists	0.98	1.07	1.07
<b>Total City Clerk Staffing</b>	<b>2.68</b>	<b>2.77</b>	<b>2.77</b>

# CITY ATTORNEY

## **Program Costs and Revenues**

The City Attorney's costs shown in the General Fund are part of City Administration. A portion of the department costs are expected to be recovered through interfund charges to development services and redevelopment related funds.

## **Program Description**

The City Attorney works closely with the City Manager and his staff to carry out the Council's goals. The City Attorney directs and manages the work of the City Attorney's Office. The City Attorney's Office provides legal services, advice, and representation to the Mayor, City Council, City Manager, and City departments.

The City Attorney's Office represents the City's interest in lawsuits filed against or on behalf of the City, its officers, employees, and agencies in administrative venues, before boards and commissions, and in the state and federal court system. The City Attorney's Office assists in the investigations of claims for damages filed against the City and defends the City's interests when necessary.

The City Attorney's Office similarly provides legal advice in the areas of land use, personnel, elections, conflicts of interest, and economic development, among others. Services include drafting and reviewing contracts, ordinances, resolutions, and other documents, as well as legal research. The City Attorney also provides counsel to and attends meetings of the City Council, and special committees (as required).

## **Staffing Summary**

The City contracts for City Attorney services and employs a full time paralegal. The paralegal is assigned to work in both the City Attorney and City Clerk Offices, with approximately 15% of her time serving as a paralegal.

## **Program Objectives**

- Assist with code enforcement, recovery of damage to City property, amortization of nonconforming uses, and related redevelopment efforts.
- Assist with major public works projects and advising staff on acquisition of necessary right-of-ways.
- Manage the City's outside counsel and assist in various litigation matters.
- Review and update the Municipal Code, as needed.
- Assist staff on legal issues related to land use and development throughout the City.



- Promptly advise each department of legal implications of proposed actions and of permissible alternatives when legal restrictions arise.
- Administer the City Attorney’s Office in a cost-effective manner.
- Participate in existing and new City programs and assist in their successful completion.

**Program Changes**

No program changes.

<b>CITY ATTORNEY</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel	\$40,216	\$43,624	\$45,056	\$43,460
Services	\$162,817	\$97,056	\$160,472	\$214,060
<b>Total</b>	<b>\$203,033</b>	<b>\$140,680</b>	<b>\$205,528</b>	<b>\$257,520</b>

<b>CITY ATTORNEY STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
City Attorney (Contracted)	0.25	0.25	0.25
Special Counsel (Contracted)	0.25	0.25	0.25
City Clerk/Paralegal	0.30	0.30	0.30
<b>Total City Attorney Staffing</b>	<b>0.80</b>	<b>0.80</b>	<b>0.80</b>

# CITY MANAGER

## **Program Costs and Revenues**

The City Manager's Office is comprised of City Administration with a portion of its budget attributable to the oversight and support of the Successor Agency to the dissolved Oakley Redevelopment Agency.

## **Program Description**

The City Manager is responsible for the administration and oversight of all Oakley's municipal operations, except the City Attorney and including the Successor Agency and Oversight Board. Activities include coordinating organizational programs; developing and general managing of operating and capital budgets, conducting fiscal planning, selecting personnel; disseminating public information, encouraging civic engagement and community participation; and facilitating the implementation of the City's short and long-term economic development strategies. The City Manager also provides direct administrative oversight for the City's Community Outreach, Economic Development, Human Resources, City Clerk, Planning, and Recreation Divisions.

Under the policy direction of the City Council and through the implementation of the Council's policies and legislative actions, the City Manager is responsible for ensuring that the City Council is provided with information and recommendations regarding policies that are under consideration. The City Manager's Office also provides administrative support to the City Council in their legislative role within the organization, as well as its activities with other agencies and organizations.

## **Staffing Summary**

The recommended budget includes the City Manager, the Assistant to the City Manager (who also serves as the Human Resources Manager), and a part-time Administrative Assistant.

## **Program Objectives**

The City Manager's Office is directly responsible for the day-to-day operations of the City and for the successful implementation of the City Council's policy direction.

## **Program Changes**

A review of the Assistant to the City Manager's time allocation indicates a better representation of her time for budget purposes is 50% under the City Manager's Office function, 25% in Community Outreach, and 25% in Human Resources.

<b>CITY MANAGER</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel Services	\$368,811	\$399,829	\$410,357	\$383,386
Services	\$34,212	\$34,063	\$55,591	\$61,343
Supplies				
<b>Total</b>	<b>\$403,023</b>	<b>\$433,892</b>	<b>\$465,948</b>	<b>\$444,729</b>

<b>CITY MANAGER STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
City Manager	1.00	1.00	1.00
Assistant to the City Manager/HR Manager	0.63	0.62	0.50
Administrative Assistant	-	0.48	0.48
<b>Total City Manager Staffing</b>	<b>1.63</b>	<b>2.10</b>	<b>1.98</b>

# COMMUNITY OUTREACH

## **Program Costs and Revenues**

All costs are part of City administration and come from the General Fund.

## **Program Description**

The City Manager's Office administers the activities of Community Outreach and public information support to all City departments and programs under the direction of the Assistant to the City Manager. Community Outreach aims to increase our residents' awareness of the City's on-going efforts to make Oakley a desirable place to live, by communicating with our residents via multiple communication channels that include capitalizing on our City's own communications tools, promoting our efforts through weekly press releases to local print media, and face to face through public information workshops, outreach visits, or invitations to have Staff attend neighborhood meetings, local community group meetings or host them here for an information tour.

The Assistant to the City Manager is responsible for the City's weekly *Oakley Outreach* e-Newsletter, the biannual publication of the *Oak Leaf* Newsletter, regularly providing real time social media (Facebook and Twitter) updates, as well as Nextdoor posts.

Consistent with the You, Me, We, Oakley! principles we've made strides in increasing the dissemination of bilingual public information. The *Oak Leaf* newsletter now incorporates a Spanish component, as does the Recreation Guide. Face to face outreach to monolingual residents and periodic written Spanish updates have been conducted. Vendor opportunities are communicated in Spanish. Also available, are simultaneous translation systems that can be used as needed.

The Office organizes City special events (Veterans Day, Memorial Day), groundbreaking, grand openings for City projects and neighborhood driven beautification projects.

Lastly, Community Outreach includes the development and communication of informational programs, a recycling grant program sponsorship, the contract with Contra Costa County for library services, and several community events, promotions and participation in marketing and advertising campaigns that promote City services.

## **Staffing Summary**

The Assistant to the City Manager is assigned to conduct the Community Outreach functions, with the assistance of the part-time Administrative Assistant in the City

Manager's Office. Approximately 25% of her time has her serving in this capacity. Additional assistance is provided by the Recreation Manager, who coordinates the City's website.

**Program Changes**

A review of the Assistant to the City Manager's time allocation indicates a better representation of her time for budget purposes is 50% under the City Manager's Office function, 25% in Community Outreach, and 25% in Human Resources.

<b>COMMUNITY OUTREACH</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel Services	\$32,440	\$43,437	\$52,036	\$35,805
Services	\$59,623	\$66,608	\$64,839	\$116,069
Supplies		\$15,000		
<b>Total</b>	<b>\$92,063</b>	<b>\$125,045</b>	<b>\$116,875</b>	<b>\$151,874</b>

<b>COMMUNITY OUTREACH STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Assistant to the City Manager/HR Manager	0.33	0.32	0.25
<b>Total Community Outreach Staff</b>	<b>0.33</b>	<b>0.32</b>	<b>0.25</b>

# FINANCE

## **Program Costs and Revenues**

Most Finance Department costs are part of City Administration. Some of the costs are recovered as direct charges and some as a part of the city overhead added to Parks, Planning, and Public Works staff hourly rates charged to developers and special revenue funds. A small amount of Finance Department costs are recovered through impact fee program and bond administration fees, and a portion is funded via the Administrative Allowance chargeable to the Successor Agency to the Oakley Redevelopment Agency.

## **Program Description**

The Finance Department provides support services citywide, and for the Successor Agency to the Redevelopment Agency, with the goal of intelligent and prudent financial management. Department activities include Treasury and Debt Management; Accounting for Payroll; Accounts payable; General Ledger; Capital Projects and Grant Accounting; Financial Reporting, Budget Development and Management; Long-Term Planning; Purchasing; Billing and Collections; Business License Administration; and Risk Management. The Department is also engaged in a significant amount of Successor Agency compliance matters.

## **Staffing Summary**

The Finance Department consists of three full-time staff and one limited-term part-time: the Finance Director, one Senior Accountant, one Senior Accounting Technician, and two part-time Accounting Assistants.

## **Program Objectives**

The primary operating objectives for the department for fiscal year 2016-2017 are to maintain the financial and procedural infrastructure appropriate for performing the City and Successor Agency's financial functions and support their many ongoing projects. There are no significant changes to the Department's objectives.

## **Program Changes**

There are no increases in regular staffing levels or significant one-time costs proposed.

<b>FINANCE</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel	\$441,107	\$467,022	\$564,657	\$458,365
Services	\$99,733	\$148,865	\$189,339	\$200,977
Supplies			\$100	\$100
<b>Total</b>	<b>\$540,840</b>	<b>\$615,887</b>	<b>\$754,096</b>	<b>\$659,442</b>

<b>FINANCE STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Finance Director	1	1.00	1.00
Senior Accountant	1	1.00	1.00
Senior Accounting Technician	1	1.00	1.00
Accounting Assistants	-	0.48	.96
<b>Total Finance Staffing</b>	<b>3</b>	<b>3.48</b>	<b>3.96</b>

# HUMAN RESOURCES

## **Program Costs and Revenues**

All costs are part of City administration and come from the General Fund.

## **Program Description**

The Human Resources Division administers the City's personnel merit system; employee benefits; employee relations, equal employment opportunity program, and classification and compensation programs. It provides diverse and skilled applicant pools; assures that the City's policies and procedures are uniformly interpreted and implemented; and ensures that all recruitment, hiring, placements, transfers and promotions are made on the basis of individual qualifications for the position filled.

## **Staffing Summary**

The Human Resources Manager and Human Resources Assistant provide management and oversight for the City's Human Resources program.

## **Program Objectives**

The Human Resources division will continue to seek the most cost-effective health insurance benefits for Staff; maintain the compensation and classification plans; conduct mandatory training seminars; promote professional development opportunities; and continue partnering with the Municipal Pooling Authority in support of the City's Loss Control and Wellness Programs.

## **Program Changes**

A review of the Assistant to the City Manager's time allocation indicates a better representation of her time for budget purposes is 50% under the City Manager's Office function, 25% in Community Outreach, and 25% in Human Resources. The Human Resources Technician is now fully allocated to the Human Resources function.



<b>HUMAN RESOURCES</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel	\$1,514	\$35,818	\$39,800	\$125,116
Services	\$18,712	\$25,069	\$33,719	\$66,919
Supplies	\$2,379	\$5,465	\$7,500	\$6,000
<b>Total</b>	<b>\$22,605</b>	<b>\$66,352</b>	<b>\$81,019</b>	<b>\$198,035</b>

<b>HUMAN RESOURCES STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Assistant to the City Manager/HR Manager	0.05	0.05	0.25
You Me We Project Coordinator/HR Technician	0.37	0.38	1.0
<b>Total HR Staffing</b>	<b>0.42</b>	<b>0.43</b>	<b>1.25</b>

## MAINTENANCE CUSTODIAN

### Program Costs and Revenues

All costs are part of City administration and come from the General Fund.

### Program Description

The Maintenance Custodian function is responsible for the cleanliness and general maintenance of City buildings.

### Staffing Summary

With the retirement of the Maintenance Custodian, the proposal for fiscal year 2016-17 is to utilize contracted services.

### Program Objectives

Keep assigned areas and City buildings in a clean, neat, and orderly condition; perform minor building maintenance work; and to perform related work as required.

### Program Changes

These services will be performed by contract.

Maintenance Custodian				
USE OF FUNDS	2013-2014 Actual	2014-2015 Actual	2015-2016 Projected	2016-2017 Recommended
Personnel Services	\$44,659	\$53,450	\$51,423	\$0
Services	\$3,795	\$11,889	\$26,116	\$57,061
<b>Total</b>	<b>\$48,454</b>	<b>\$65,339</b>	<b>\$77,539</b>	<b>\$57,061</b>

MAINTENANCE CUSTODIAN STAFFING			
	2014-2015	2015-2016	2016-2017
Maintenance Custodian/Code Enforcement Technician	0.75	0.75	
Maintenance Custodian (Contract)			.75
<b>Total Maintenance Custodian Staffing</b>	<b>0.75</b>	<b>0.75</b>	<b>.75</b>

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## **INFORMATION TECHNOLOGY**

### **Program Costs and Revenue**

All Information Technology Department costs are part of City Administration. Some of the costs are recovered as a part of the city overhead added to Parks, Planning, and Public Works staffs hourly rates charged to developers and special revenue funds.

### **Program Description**

The Information Technology Department provides support services citywide with the goal of providing on demand network availability for City Staff, and timely troubleshooting when problems arise. Department activities are primarily network maintenance, user support, and strategic planning consulting related to managing and maintaining the City's networks.

### **Staffing Summary**

The Information Technology Department is managed by the Finance Director, and staffed by Antai Solutions, a private contractor. Antai has staff at the City Offices approximately 24 hours per week, and manages the City's network 24/7.

### **Program Objectives**

The primary operating objectives for the department for fiscal year 2016-2017 are unchanged: To provide outstanding network support, and assist the City in planning related to its networks.

### **Program Changes**

There are no proposed program changes for fiscal year 2016-2017.

<b>INFORMATION SYSTEMS</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Services	\$165,969	\$164,104	\$181,600	\$188,188
Supplies	\$775		\$500	\$500
Capital Outlay	\$55,427	\$67,535	\$59,425	\$64,725
<b>Total</b>	<b>\$222,171</b>	<b>\$231,639</b>	<b>\$241,525</b>	<b>\$253,413</b>

<b>INFORMATION TECHNOLOGY DEPARTMENT STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
<i>Network Manager (Contracted)</i>	<i>On Call</i>	<i>On Call</i>	<i>On Call</i>
<i>Network Engineers (Contracted)</i>	<i>0.625</i>	<i>0.625</i>	<i>0.60</i>

## **NON-DEPARTMENTAL**

### **Program Costs and Revenues**

All Non-Departmental costs are part of City Administration and are allocated to City departments. Some of the costs are recovered as a part of the city overhead added to Parks, Planning, and Engineering staff's hourly rates charged to developers and special revenue funds. The Non-Departmental budget includes central services and supplies, replacement cost amounts transferred to the Equipment and Vehicle Replacement and Building Replacement and Maintenance Internal Service Funds, certain non-employee specific retirement system charges, and a General Fund Contingency.

### **Program Description**

There is no program in the Non-Departmental budget unit. This budget is for costs better managed on a citywide basis, such as office supplies, utilities, storage space rentals, copier costs, insurance, web page maintenance costs, telephone services and transfers to the City's internal service funds.

### **Staffing Summary**

The Non-Departmental budget unit is managed by the Finance Director and City Manager.

### **Program Objectives**

The objectives related to the Non-Departmental budget are unchanged: to monitor and manage these citywide costs, and seek out opportunities to get the best value for each public dollar spent.

### **Program Changes**

There are no proposed program changes for fiscal year 2016-17.

<b>NON-DEPARTMENTAL</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel Services	\$35,598	\$69,357	\$209,397	\$371,130
Services*	\$459,612	\$507,700	\$596,972	\$1,351,557
Supplies	\$47,429	\$55,635	\$55,000	\$54,000
Capital Outlay	\$95,980	\$25,706		
Transfers Out	\$249,000	\$50,000	\$150,000	\$150,000
Interdepartmental Allocations	(\$904,407)	(\$819,402)	(\$1,172,783)	(\$1,457,687)
<b>Total</b>	<b>(\$16,788)</b>	<b>\$(111,004)</b>	<b>(\$161,414)</b>	<b>\$469,000</b>

\* Recommended amount includes the 2% General Fund Contingency.

<b>NON-DEPARTMENTAL STAFFING</b>	
<b>None</b>	

# ECONOMIC DEVELOPMENT

## Program Costs and Revenues

The Economic Development budget represents an investment of taxes and general fund resources in activities to retain and expand existing Oakley businesses as well as marketing activities and materials to attract new investment and businesses to the City in order to generate additional sales, property, and transient occupancy related tax revenue.

## Program Description

The Economic Development goals and objectives as outlined in the City's General Plan include:

- Retain existing businesses and expand Oakley's economic base
- Establish a diverse and balanced local economy
- Remove or reduce constraints to economic development
- Facilitate new business opportunities and new investment in the community

## Program Objectives

Economic Development will focus on:

- Implementation of programs and activities designed to strengthen and expand existing Oakley businesses
- Revitalization of the Main Street/Downtown area
- Facilitation of commercial development projects
- Attraction of retailers and commercial tenants for existing shopping centers and commercial space
- Attraction of development for all City-owned and former redevelopment property identified in the Long Range Property Management Plan
- Participation in trade show and conferences such as the International Council of Shopping Centers (ICSC) and other activities to promote the City of Oakley's commercial and retail sites

## Staffing Summary

The Economic Development Division is staffed by a full-time Economic Development Manager.

## Program Changes

There are no proposed program changes for fiscal year 2016-2017.



<b>ECONOMIC DEVELOPMENT</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel Services	\$118,781	\$144,720	\$152,474	\$152,215
Services	\$23,151	\$43,122	\$57,341	70,056
Supplies	\$4,617	\$6,281	\$2,300	\$300
<b>Total</b>	<b>\$146,549</b>	<b>\$194,123</b>	<b>\$212,115</b>	<b>\$222,571</b>

<b>ECONOMIC DEVELOPMENT STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Economic Development Manager	1.00	1.00	1.00
<b>Total Economic Development Staffing</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>

# **BUILDING & CODE ENFORCEMENT**

## **Program Costs and Revenue**

Revenues for these two divisions are comprised of building permit, plan check, inspection, building and code enforcement citations, and rental dwelling unit inspection fees.

## **Program Description**

The Building Division is responsible for the administration and enforcement of building codes (California Building, Plumbing, Mechanical Codes and the National Electrical Code). The Building Division provides minimum standards to safeguard public health and welfare, and property, by regulating and controlling the design of structures through plan review, construction of structures through field inspection to monitor quality of materials, use and occupancy, location and maintenance of all buildings and structures within the City of Oakley.

The Code Enforcement Division is responsible for ensuring all residential and commercial properties abide by municipal codes applicable to the health, safety, and quality of life for Oakley residents and business owners. This is achieved primarily by managing the property maintenance program and the Residential Dwelling Unit program. These requirements are met through pro-active on-site inspections, responding to citizen complaints, and educating the public through in-house developed community awareness programs.

## **Program Staffing**

The Building Division consists of a part-time Building Official/ Permit Center Manager, and a full-time Building Inspector, a full-time Permit Technician and part-time Administrative Assistant. The Code Enforcement Division consists of a Code Enforcement Manager, one full-time Code Enforcement Officer (who also assists as a Building Inspector), and one full-time Code Enforcement Technician. An additional part-time Code Enforcement Technician works limited weekends (.25 FTE).

## **Program Objectives**

- Continue to refine internal processes within functions of the two divisions
- Improve efficiencies by expanding the use of existing technological programs for the inspection, follow-up, and penalty phases of program compliance.

- Maintain standard fifteen-day plan review as a maximum turnaround time but in 98% of projects within five days
- Provide inspections on next workday upon request and same day when needed and as workload allows
- When needed, provide Friday, weekend or after-hour inspections when City Hall is normally scheduled for closure
- Respond to all code enforcement inquiries within one working day.
- Issue over the counter type permits at a 95% rate, the same day.
- Continue to work with property owners, realtors and lending institutions whose buildings have fallen into disrepair.
- Work with Economic Development on commercial projects as well as other projects within the City.
- Continue to provide homeowner's code compliance direction from plan submittal to final inspection.
- Continually ensure the Building Division and Code Enforcement webpage is user-friendly.
- Continue to provide updated training to staff on the adopted codes.
- Work with homeowners and contractors to resolve issues in a professional, polite and progressive manner; prior to and during construction.
- Improve the Residential Rental Property Inspection Program.
- Continue to make a positive impact in the City by enforcing the Property Maintenance Ordinance.
- Enhance enforcement of vacant/abandoned property maintenance standards
- Work with all departments, outside agencies and the contractor to ensure that all projects are constructed in the most efficient and cost effective way possible.
- Work together to address and reduce unpermitted construction

## **Program Changes**

There are no increases in regular staffing levels or significant one-time costs proposed.

<b>BUILDING &amp; CODE ENFORCEMENT</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel Services	\$315,975	\$400,314	\$500,708	\$517,982
Services	\$253,918	\$217,427	\$296,655	\$304,334
Supplies	\$7,243	\$13,838	\$11,500	\$9,200
Capital Outlay				
<b>Total</b>	<b>\$577,136</b>	<b>\$631,579</b>	<b>\$808,863</b>	<b>\$831,516</b>

<b>BUILDING AND CODE ENFORCEMENT STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Building Official (Contracted)	0.40	0.40	-
Permit Center Manager (Contracted)	0.60	0.60	0.60
Building Inspector II	1.00	1.00	1.00
Permit Technician	1.00	1.00	1.00
Administrative Assistant	-	-	0.48
Code Enforcement Manager	1.00	1.00	1.00
Code Enforcement Officer/Building Inspector II	1.00	1.00	1.00
Code Enforcement Technician	-	1.00	1.25
Maintenance Custodian/Code Enforcement Technician	0.25	0.25	-
Police Services Assistant/Code Enforcement Technician	0.25	-	-
<b>Total Building and Code Enforcement Staffing</b>	<b>5.50</b>	<b>6.25</b>	<b>6.33</b>

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# POLICE

## **Program Costs and Revenues**

This will be our first full year of operation as a “standalone” police department. Most expenditures are for salaries and benefits for our sworn and professional staff. Our initial budget analysis has provided confidence that the decision to move away from the Office of the Sheriff was a good one. Per officer costs have been reduced considerably. Revenues to pay for these services include special taxes and fees, but the primary source is the General Fund.

## **Program Description**

The Oakley Police Department’s principle responsibility is protecting life and property while preserving and safeguarding the public peace. These duties are accomplished within the framework of those freedoms guaranteed by the Constitutions of the United States of America and the State of California.

The Department takes a progressive stance policing the community. Officers respond to calls for service, investigate crime, arrests criminal suspects, seek prosecution for criminal acts, and engage in crime prevention strategies with other community stakeholders. Uniformed officers provide proactive patrol operations and actively pursue those involved in illegal activity. Detectives investigate crimes against persons and property, cases involving missing persons, and work closely with neighboring jurisdictions to track the criminal element. Community programs target youth in our schools to encourage responsible behavior and community involvement.

Emphasis is placed on traffic safety, education, and enforcement. The Department conducts traffic collision investigations, identifies potential roadway hazards and works with other city departments to find reasonable traffic calming solutions to alleviate traffic concerns.

Department goals emphasize that each officer and staff person recognize that daily activities and contacts with the community are an integral part of our community service effort. Each citizen contact is an opportunity to create a positive and lasting impression, enhance our community relationships, and gain a partner in public safety. The actions of each officer contribute to the community’s sense safety and confidence in our ability to provide professional police services.

## **Program Staffing**

The costs for fiscal year 2016-2017 are for a fully-staffed department with 29 sworn FTE law enforcement positions. This represents an increase to our sworn staffing level. We are adding two Lieutenants to provide additional management and supervisory oversight. One new detective position has been added to handle the increased work load resulting from our separation from the Sheriff's Office.

Six FTE positions in the classification of Police Services Assistant (PSA). The PSA classification is being broadened to incorporate all professional support positions within the Police Department. These duties will include working in records, investigations, the front counter/reception area, managing our property room and fleet.

For the fiscal year 2016-2017 the City's sworn officers per 1,000 citizens ratio will be approximately .75.

## **Program Objectives**

- Protect life and property.
- Continue working with the engineering department on traffic calming solutions for neighborhoods with a focus on traffic safety.
- Expand the Emergency Preparedness program and operations by training and educating the city staff to be better prepared for man-made or natural disaster. Conduct ongoing training and scenario based exercises for city staff members.
- Continue to focus on quality of life issues through the Problem Oriented Policing (POP) program, working with Oakley Code Enforcement Officers.
- Continue our practice of managing each dollar spent and assuring we are receiving the best possible value for our monies. Critically analyze our revenues and expenditures as we approach the midyear budget review. Our ultimate goal is to use savings derived from the separation from the Sheriffs Office to increase our staffing levels.

## **Program Changes**

Coordinate with local East Contra Costa County Community Emergency Response Team (CERT) members to enhance our response to a local emergency.

Explore the feasibility of forming a Volunteers in Police Service (VIPS) type program in addition to an Oakley PD Cadet program.

<b>POLICE DEPARTMENT</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel Services	\$228,592	\$232,427	\$254,487	\$5,667,653
Services	\$7,031,734	\$7,547,738	\$8,486,031	\$1,853,586
Supplies	\$167,566	\$133,259	\$232,500	\$213,500
Capital Outlay	\$16,755	\$1,765	\$61,500	\$54,000
<b>Total</b>	<b>\$7,444,647</b>	<b>\$7,915,189</b>	<b>\$9,034,518</b>	<b>\$7,788,739</b>

<b>POLICE DEPARTMENT STAFFING</b>			
The following staff are provided under contract with the Contra Costa County Office of the Sheriff:	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Police Chief	1.00	1.00	-
Police Sergeants	5.00	5.00	-
Police Officers	22.00	22.00	-
Records Supervisor	-	-	0.48
<b>Total staff provided under CCC Office of the Sheriff</b>	<b>28.00</b>	<b>28.00</b>	<b>0.48</b>
City Staff:			
Administrative Assistant	1.25	1.25	-
Assistant to the Chief	0.48	0.48	-
Police Chief	-	-	1.00
Police Lieutenants	-	-	2.00
Police Sergeants	-	-	5.00
Police Officers	-	-	21.00
Police Services Assistant	1.75	2.00	5.96
<b>Total City Staff</b>	<b>3.48</b>	<b>3.73</b>	<b>34.96</b>
<b>Total Police Department Staffing</b>	<b>31.48</b>	<b>31.73</b>	<b>35.44</b>



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# PLANNING

## **Program Costs and Revenue**

Planning Division costs are primarily related to long range planning and current planning projects. Long Range planning includes planning responsibilities that must be implemented whether there is development or not, and these are paid for by the General Fund. Current planning projects can be divided into two categories, private developer projects funded by developer paid fees and daily planning duties are funded by the General Fund.

## **Program Description**

The Planning Division provides land use, current and long range planning, and environmental services. The Division is responsible for implementation of policy pertaining to orderly development and balanced, quality growth in the City of Oakley. Over the past few years, the Division has focused their efforts on streamlining the development process. The Division continues to focus on programs that assist the City in economic development and growth. Specifically, the Division is continually processing both residential and commercial applications to help facilitate the goals of the City's General Plan and Strategic Plan.

There are several planning projects that continue to have activity at this time. Several projects within the East Cypress Road corridor have been entitled and the Emerson Ranch project is currently under construction with four home builders constructing homes. Staff is seeing an increase in the number of new projects (both residential and commercial) and anticipates this to be the trend going forward. There is a continued focus on the redevelopment of the City's Downtown with several pending projects in this coming fiscal year to include the Main Street realignment project, the Nature Properties retail/office mixed use project, and several façade improvement projects. Phase 1 of the Agricultural Conservation and Viticulture Program has been completed and work on Phase 2 has been started with an estimated completion time of late 2016. The Action Programs within the recently adopted 2015-2023 Housing Element will continue to be implemented, with several updates to the Zoning Code already completed. Finally, Staff is proactively working with representatives from DuPont and their consultants to find a developer and to encourage the entitlement processing and development of that site.

Staff is involved with General Plan and Zoning Code amendments to ensure the City's zoning laws are consistent with State laws and to complete the remaining reserved

sections of the Zoning Code. There is continued effort to identify areas for Zoning Code improvements and enhancements. The Division also serves as the in-house environmental Staff to prepare environmental documents for City projects.

## **Program Staffing**

The Planning Division is made up of one Planning Manager and one Senior Planner.

## **Program Objectives**

- Process Development projects
- Assist the City in economic development tasks, including the redevelopment of the City's downtown and facilitation of current planning development projects
- Continue work on Phase 2 of the Agricultural Conservation and Viticulture Program
- Continue to work with home builders and sign companies to establish a new residential kiosk program
- Continue to work with DuPont and their consultants to assist in finding a developer and to encourage the entitlement processing and development of the site
- Continue to implement AB 939 to provide Oakley residents and businesses new and expanded recycling and waste reduction programs
- SB 375 and AB 32 Implementation: Continue to participate in regional and local programs to reduce greenhouse gas emissions
- Develop a Climate Action Plan
- Develop a Shoreline Vision for the City's waterfront area
- Complete the remaining Policy Action Programs in the 2015-2023 Housing Element
- Monitor the Policy Action Programs of the Certified Housing Element and initiate the 2015-2023 Housing Element Update
- Identify areas for improvement and enhance the zoning code
- Re-evaluate and update residential and commercial/industrial design guidelines as needed
- Serve as the City's in-house environmental staff to prepare environmental documents for small to medium-sized City Capitol Improvement and Park projects

<b>PLANNING DIVISION</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel Services	\$267,335	\$278,151	\$287,084	\$289,545
Services	\$58,928	\$60,940	\$76,660	\$76,665
Supplies	\$131	\$153	\$800	\$600
<b>Total</b>	<b>\$326,394</b>	<b>\$339,244</b>	<b>\$364,544</b>	<b>\$366,810</b>

<b>PLANNING DIVISION STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Senior Planner	1.00	1.00	1.00
Planning Manager	1.00	1.00	1.00
<b>Total Planning Division Staffing</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>

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# **PUBLIC WORKS/ ENGINEERING/MAINTENANCE & PARKS**

## **Program Description**

The Public Works and Engineering Department provides street, drainage, parks and landscape maintenance through a combination of internal staff and outside contractors. The Department also administers design, construction inspection, and contract management for Capital Improvement Projects within the City. The Department also implements the City's Clean Water Program to ensure compliance with current National Pollutant Discharge Elimination System requirements, and reviews and inspects private development and grading and infrastructure improvements for compliance with City standards.

## **Program Changes**

This program will continue to actively design and construct new infrastructure for the community to enhance the quality of life for residents. The maintenance operations will continue to focus on timely response to various public inquires and pro-active maintenance of City streets, parks, and facilities.

The Parks and Landscape Maintenance Division will continue to contract for the majority of the park and landscape maintenance needs. The in-house maintenance team will add a full time maintenance worker to create the nucleus for a maintenance crew which is supplemented by a seasonal maintenance worker in peak summer months. This staffing model provides the division the flexibility to deploy resources as needed and according to the seasonal maintenance demand for services.

The Streets Maintenance Division has two (2) full time maintenance workers and performs day to day maintenance of the City's street and storm drain infrastructure.

The overall goal of all of the above referenced programs is to improve and enhance the quality of maintenance for all City infrastructure and in turn the quality of life for the residents of the community.

## **Staffing Changes**

The demand for the wide range of maintenance services that the department provides continue to increase, in addition to the need to maintain all new infrastructure that are being constructed in the community. The department is still continuing with one (1) full time Public Works Inspector, and will supplement that resource with an additional

contract Inspector as the development and construction activity necessitates. Private Development activity is increasing and many of the subdivision projects that have been on hold for several years are now being renewed by developers who are actively working on the processing of these subdivision projects.

The Parks and Landscape Maintenance Division Manager who has been 0.75 FTE is changing to 1.0 FTE for FY 2016-17 to better keep up with the increased volume of work related to the management of various parks and landscaping maintenance contractors, the Lighting and Landscaping District (LLD), and Community Facility District (CFD) management; which continues to grow and increase with new parks and landscaping that is constructed by private development subdivisions and added to the City's public infrastructure system.

The Parks and Landscape Maintenance Division will add one (1) full time maintenance worker to better service the landscaping needs of the community and to create the foundation of a park and landscaping maintenance crew. This transition will eliminate one of the seasonal positions and will also reduce the number of seasonal hours to make the addition of a maintenance worker as close to cost neutral as possible.

## **Revenues**

The Public Works and Engineering budget relies on funds from a variety of sources, many of which restrict expenditures to specific categories.

- **Gas Tax-** Funds are restricted to "the research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for non-motorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes." *Anticipated Revenues-\$799,223*
- **Measure J-** Measure J expenditures are restricted to the same uses as Gas Tax, but can also be applied to transit improvement and operation, growth management planning and compliance, pedestrian and bicycle trail construction/maintenance/operation, parking facility development, and transportation efficiency program development and operation (ridesharing, etc.). Since Measure J contains a growth management component, funds may not be used to replace developer obligations that would otherwise not be publicly funded under jurisdiction policy. In order to qualify for Measure J

allocations a jurisdiction must submit a self-certified program compliance checklist every other year. *Anticipated Revenues-\$547,375*

- **Storm Water Utility Assessments-** The City has adopted a Storm Water Management Plan, and based on the estimated maintenance, inspection, and administrative activities required to enact the plan, has established an annual parcel assessment. *Anticipated Revenues-\$461,000*
- **Traffic Impact Fee-** In 2003 the City adopted a Traffic Impact Fee program to replace the prior area of benefit and median island fee programs. The program funds the improvement of major roadways and specific signalized intersections, including the design, staff support, and construction management activities associated with private development projects. *Anticipated Revenues-\$1,200,000*
- **Development Deposits/Permit Applications-** Public Works and Engineering collects deposits for the review and inspection of final maps, grading plans and improvements plans related to development applications. In addition, fees are collected for encroachment permits, transportation permits, and documentation related to the FEMA Floodplain Management program. Actual staff expenditures are tracked and applied against a deposit, and refunds or additional deposits are made as necessary. *Anticipated Revenues-\$675,000*
- **Citywide Parks Assessments-** Zone 1 of the Oakley Lighting and Landscape Assessment District No. 1 provides for the maintenance and utilities for citywide parks and landscaping facilities. *Anticipated Revenues-\$1,165,170*
- **Streetlight Assessments-** Zone 2 of the Oakley Lighting and Landscape Assessment District No. 1 provides for the maintenance and utilities for citywide street lighting. The City is in the process of collaborating with PG&E to replace some of the existing street lights to LED lights which will bring cost savings in future years in terms of the electricity usage. *Anticipated Revenues - \$322,991*
- **Neighborhood Landscaping Assessments-** Zone 3 of the Oakley Lighting and Landscape Assessment District No. 1 provides for the maintenance and utilities for neighborhood landscaping improvements throughout the City. The Zone currently contains 26 sub-zones, and revenues and expenditures are tracked at the sub-zone level. *Anticipated Revenues-\$2,102,396*



- **Community Facilities District No 1-** This District was formed in 2006 to fund the operations and maintenance of the levee system, stormwater pond, and the associated pump, force main, and outfall for the Cypress Grove development. Landscape and lighting maintenance for the project are funded through a separate mechanism. *Anticipated Revenues-\$306,142*
- **Community Facilities District No. 2015-1** – Emerson Ranch. This District was formed in 2015 to fund the operations and maintenance of Regional Parks, Community Parks, Landscaping, Neighborhood Parks and Street Lighting and Stormwater maintenance for the Emerson Ranch Development. *Anticipated Revenues - \$221,955*
- **Community Facilities District No. 2015-2** – Citywide. This District was formed in 2015 to fund the operations and maintenance of Regional Parks, Community Parks, Landscaping, Street Lighting, Neighborhood Parks & Landscaping and Stormwater maintenance throughout the City of Oakley. It is anticipated this CFD will take the place of the Citywide Parks Assessment, Streetlight Assessments and Neighborhood Landscaping Assessments for all new Development moving forward. *Anticipated Revenues - \$44,988*
- **General Fund-** Since the majority of the funding sources for Public Works and Engineering are restricted to specific expenditures, it is recognized that some staff time and activities will require other funding sources. Those activities will be kept to a minimum, and eligible funding sources will continually be sought out.

## **PROGRAM AND STAFFING SUMMARY**

The mission of Public Works and Engineering is to steward Oakley’s infrastructure utilizing a variety of maintenance, improvement, and service activities. Through a blend of contract and City staff, the Department has nearly 15 FTE’s and is supplemented through additional contract services. The Department is managed by the Public Works Director and has 7 primary functions. The Fiscal Year 2016-17 Budget proposes the following operating areas and staffing:

### **Operating Areas**

- **Operations and Maintenance-** One of the most important tasks for Public Works and Engineering is to maintain the City’s wide range of infrastructure. City staff will monitor and direct all maintenance activities, and maintenance services will be

provided by both City staff and contract personnel. The individual maintenance elements are as follows:

- **Roadway-** Routine maintenance is necessary to keep the City's road network operating in a safe and efficient manner. This includes pavement maintenance activities such as pothole patching, crack sealing, shoulder repair, signing and striping repair and replacement, and keeping the roadways free of obstructions via street sweeping and debris cleanup. As a supplement to the regular patrols of the maintenance staff, public works staff will field and investigate citizen requests to determine corrective action for conditions that may not be known or readily apparent. Since surface treatment projects like pavement overlays or chip seals tend to be extensive in nature, they are recognized as a Capital Improvement and not included in this maintenance element. The City will use an on-call maintenance contractor to supplement City maintenance staff to perform various maintenance services (i.e. pavement repair and patching, curb, gutter, and sidewalk repair, striping, guard rail repair, etc.) The City's maintenance staff will utilize this contractor service to supplement in-house resources to better provide maintenance service for the community in a pro-active way.
- **Signals & Lighting-** The City owns and operates traffic signals at 33 separate intersections, as well as numerous pedestrian safety flashing lights, and speed radar signs throughout Oakley. In addition to traffic signals, the City owns and maintains over 1,300 street lights throughout the community. There are some street lights that are owned and maintained by PG&E, in addition to the City owned street lights. Traffic Signal, Street Light, and Parking Lot Light maintenance is provided through a contract with a specialized electrical contractor who has the resources and expertise needed.
- **Drainage-** In order to minimize potential flooding and ensure that storm water is collected and conveyed properly in accordance to the regional storm water quality permits that the City operates under, maintenance staff will conduct routine inspection and service on the storm drainage system. These activities include catch basin cleaning, ditch cleaning, culvert flushing and repair, and inlet maintenance. Drainage maintenance will primarily be performed by the City's maintenance staff in coordination with the on-call service contractor to supplement in-house resources and better provide maintenance service for the community.

- ***Parks and Landscaping-*** The City currently maintains 33 public parks. The City supplements the Oakley Union Elementary School District financially for the maintenance of another four (4) joint-use public park facilities owned by the district. In addition, the City maintains over 2.6 million square feet of public right of way landscaping, street median landscaping, and public trail corridors. The City park and landscape maintenance staff and outside maintenance contract resources provide landscaping maintenance service for the City. The Parks and Landscape Division staff work diligently every day to provide the best quality of maintenance services for the City's parks and landscaped medians, planters, and streetscape.
- **Engineering Services-** Engineering staff will supply technical services to assist with various City activities, ranging from design and construction of public works projects to addressing requests and questions raised by the general public and officials. Also, Engineering staff, in collaboration with the City Planning and Economic Development Team, review and process various private development projects, from residential subdivisions to commercial building projects. The typical engineering services that may be provided include:
  - ***Capital Project Engineering-*** Engineering staff performs design and construction management for all City public projects. A detailed explanation of this service is provided in the Capital Improvement Program (CIP) section of the budget document.
  - ***Traffic Engineering-*** Engineering staff throughout the year perform a variety of tasks associated with traffic engineering. These tasks will include: completing speed surveys to ensure that traffic citations issued by the Police Department are enforceable, implementing neighborhood traffic calming projects, coordinating activities with the Police Department Traffic Division on traffic safety projects around school sites, investigating citizen's requests for traffic control devices and speed limit changes.
  - ***Private Development Engineering-*** Engineering staff review and process private development projects that are submitted to the City for construction. The scope and complexity of development projects vary from small office buildings to large residential subdivisions. Engineering staff work on each step of the entitlement process to ensure development projects are designed and constructed according to City standards and codes. In addition to addressing the engineering needs of development projects, engineering staff

coordinate regularly with the Planning Department and Economic Development Manager to facilitate the development applications in Oakley.

- **Surveying-** The primary need for land surveying services are in the area of subdivision map review and will be funded by private developer deposits. The City utilizes contract services on an as-needed basis to address any land surveying service needs.
- **Floodplain Management-** Certain areas within the City are subject to periodic flooding, and the Federal Emergency Management Agency (FEMA) requires Oakley to participate in the National Flood Insurance Program so that flood insurance can be provided to affected property owners. As a result of participating in the program, the City must keep Flood Insurance Rate Maps for viewing by the public, and must provide certain information upon request. Additionally, the City will review and process applications to modify known floodplain boundaries.
- **Clean Water Program-** The City's joint municipal National Pollutant Discharge Elimination System (NPDES) permit and its participation in the Contra Costa County Clean Water Program necessitate a number of expenditures. Maintenance related activities have been accounted for in both the roadway and drainage maintenance categories. Other tasks include: contributions to the Clean Water Program for staff and resources, illicit discharge investigation, industrial and commercial site inspection, and public outreach.
- **Assessment District Engineering-** In order to collect the funds for the City's assessment district and community facilities district, an annual engineer's report and associated budgets must be completed. The City has a contract with a financial services consultant for the processing and administration of this task, due to its specialized nature of work.
- **Administration-** The reorganization of the department has been fully implemented over the last year and it is anticipated that the department will move forward as a solid team with the staffing levels as follows:
  - **Public Works Director/City Engineer (1 FTE)-**Day to day operations in Public Works and Engineering will be managed by the Public Works Director/City Engineer. Duties will include coordination with other City departments and outside agencies, consultant/maintenance/construction contract management,

development review and coordination, public outreach, traffic calming, and a wide range of other activities.

- *Administrative Specialist (1 FTE)* – This full time position performs a wide range of important tasks for the department including: contract administration and processing, budget preparation assistance, City Council reports, accounting and vendor invoice processing, responding to inquiries, complaints and service requests by the public, issuance of permits, claims processing, department analyst and liaison, and general administrative tasks.
- *Senior Civil Engineer (1 FTE)* – This full time position will coordinate and perform all private development related activities within the department, including entitlements, plan and map review and approvals. Other duties include; coordination of inspections for development projects, review of various permits and related traffic control plans, research information related to floodplain permits and questions.
- *Associate Engineer, (1 FTE)* – This full time position will focus primarily on the review and processing of private development projects. With the improved regional economic climate, there has been a noticeable increase in the private development activities. A number of private development projects that have been in the process and on-hold in the past years are moving forward, and new residential developers have activated these projects. The Associate Engineer will be working with the engineering and planning team to review and process development projects without delay and to facilitate further development activity. The Associate Engineer also represents the City as the Stormwater Coordinator related to all development projects.
- *Associate Engineer, CIP (1 FTE)* - This full time Associate Engineer position focuses on CIP projects. The responsibilities of the position include; management and administration, development, design and construction of a wide range of CIP projects. The Associate Engineer also works collaboratively with Caltrans in securing and processing various grants for CIP projects for the City of Oakley.
- *Public Works Inspector (1 FTE)* - This full time position provides inspection of work within the public right of way, including CIP construction inspection and private development project inspection. The Public Works Inspector is also responsible for processing encroachment permits and for performing

related inspections. Any additional inspection services will be provided by a contract Inspector.

- ***Street Maintenance Foreman (1 FTE)*** – This City staff position plans, schedules, and coordinates the in-house street maintenance staff and associated tasks. The City street maintenance crew provides a wide range of maintenance services such as: pothole patching, storm drain cleaning, sign installation, pavement striping and marking, roadside brushing and spraying, and other maintenance services. This is a working foreman position that reports to the Director of Public Works.
- ***Street Maintenance Worker (1 FTE)*** – This City staff position works with the Street Maintenance Foreman on wide range of street and storm drain maintenance services in the community.
- ***Parks and Landscape Maintenance Division Manager (1 FTE)*** - This City staff position manages the maintenance efforts for all publically maintained parks and landscape facilities within the City. The position develops and manages the division budget, monitors all water and utility uses associated with the facilities, schedules and manages the work of the landscape maintenance contractors, and coordinates facility uses with the Recreation Department.
- ***Parks and Landscape Foreman (1 FTE)*** – This City staff position plans, schedules, and coordinates the in-house landscape maintenance staff, performs playground inspections, and assists with other parks and landscaping operations. This is a working foreman position that reports to the Parks and Landscape Division Manager.
- ***Tree Laborer (1 FTE)*** – This City staff position performs daily maintenance of City owned trees in public right of ways and parks. This tree pruning and maintenance task is important to the health and growth of the trees and a quality of life enhancement for the community residents.
- ***Park & Landscape Maintenance Worker (2 FTE)*** – These two full time positions are the nucleus of the maintenance crew to address the increasing maintenance needs of the City’s park and landscaping infrastructure. The maintenance crew members work with the part-time seasonal worker during the peak summer months to perform park and landscape maintenance services.

- *Sports Field Maintenance Worker (0.25 FTE)* – This City staff position provides maintenance and additional safety checks to sports fields and courts, keeping fields and courts in safe and playable condition.
- *Receptionist (0.85 FTE)* – This part time position assists the Public Works and Engineering staff, as well as the Maintenance Divisions with general administrative functions such as: answering phones, filing, records management, data entry, public inquiries, service requests and various administrative project tasks related to the general operation of the department.

## **Program Objectives**

The goals and objectives of the Public Works and Engineering Department for FY 2016-17 are:

- Focus on pro-active maintenance of the City's infrastructure and protect the infrastructure assets of the community using a combination of in-house staff and contract services. This will be a key component of the quality of life for the community residents.
- Improve the operations of the department by building a cohesive, versatile, and agile engineering team that is multi-dimensional and proficient in serving the community across all areas under department responsibility.
- Develop a Park and Landscape Maintenance Program that establishes a level of service goals and performance criteria, and is in tune with community expectations.
- Proactively, and in coordination with the Police Department, work with residents and neighborhood groups on resolving traffic and parking related issues and implementation of traffic calming and parking programs.
- Actively and proficiently implement the planned Capital Improvement Program and ensure timely project delivery within approved budgets and timelines.
- Participate in regional engineering efforts such as Transplan, the City-County Engineering Advisory Committee, and the Contra Costa Clean Water Program to ensure that Oakley is recognized as a contributor and is represented in any funding programs.
- Actively pursue State and Federal grants to supplement funding for the City's infrastructure improvement projects.

- Coordinate and collaborate with other City Departments to provide exemplary and proactive service to potential developers to enhance Oakley's economic development opportunities.

<b>PUBLIC WORKS /ENGINEERING/MAINTENANCE &amp; PARKS</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel Services	\$879,849	\$1,238,016	\$1,456,803	\$1,452,498
Services	\$431,158	\$314,455	\$387,832	\$438,326
Supplies	\$22,605	\$25,269	\$28,600	\$35,600
Capital Outlay	\$5,000	\$259		
<b>Total</b>	<b>\$1,338,612</b>	<b>\$1,577,999</b>	<b>\$1,873,235</b>	<b>\$1,926,424</b>

<b>PUBLIC WORKS/ENGINEERING/MAINTENANCE &amp; PARKS DEPARTMENT STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
City Engineer/Public Works Director	1.00	1.00	1.00
Assistant Engineer	1.00	2.00	-
Associate Engineer	0.46	-	2.00
Senior Civil Engineer	1.00	1.00	1.00
Public Works Inspectors	1.00	1.00	1.00
Public Works Administrative Specialist	1.00	1.00	1.00
Public Works Receptionist	-	0.36	0.53
Streets Maintenance Foreman	-	1.00	1.00
Public Works Maintenance Worker II	1.00	-	-
Public Works Maintenance Worker I	1.00	1.00	-
Parks & Landscape Division Manager	0.75	0.75	.75
Parks & Landscaping Maintenance Foreman	1.00	1.00	1.00
PW Laborer II	-	-	1.00
PW Laborer I	1.00	1.00	2.00
Tree Maintenance Laborer	-	1.00	1.00
Parks and Landscape Laborers (Seasonal)	2.00	2.00	1.00
Parks Monitor	0.25	0.25	0.25
Sports Field Maintenance Worker part time	-	0.25	0.25
<b>Total Public Works / Engineering / and Parks Department Staffing</b>	<b>12.46</b>	<b>14.61</b>	<b>14.78</b>



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# RECREATION

## **Program Costs and Revenues**

Programs for the fiscal year 2016-2017 budget are funded in part by the following revenues:

Group picnic area rentals and indoor facility rental fees, class fees, program fees, grants, and sponsorships. While the Recreation Division has seen an increase in revenue generated through class fees, programming fees and park and facility rentals, the majority of costs will still be paid for with general purpose revenues.

## **Program Description**

Recreation focuses on creating community through people, parks and programs. The Recreation Division provides diverse and innovative programming, offering programs and activities to citizens of all ages throughout the year. The programs promote physical health and wellness, improve community image and community pride, and foster youth development. The Recreation Division works in partnership with community organizations, non-profit organizations and commercial businesses to ensure quality recreation services for Oakley residents.

## **Staffing Summary**

The Recreation Division consists of one Recreation Manager Website Coordinator, one Recreation and Event Coordinator, one part-time Senior Recreation Leader and several part time seasonal Recreation Leaders and Aides and Facilities Attendant.

*Recreation Manager/ Website Coordinator-* The Recreation Manager is responsible for day to day operations of the Recreation Division, including After Youth School Programs, Youth CORE, Youth Advisory Council, City website, Government Outreach, Recreation Guide and various other assignments.

*Recreation and Event Coordinator-* The full-time Recreation Technician is responsible for the Kids and Tots Programs, sports field rentals and Special Events.

*Senior Recreation Leader-* This part-time Senior Recreation Leader is responsible for reception duties, contract classes, group picnic area rentals and indoor facility rentals.

*Recreation Leaders, Aides and Facility Attendants-* The City hires temporary and seasonal Recreation Leaders and Aides to assist with After School Programs, Summer Camps, Facility Rentals, Special Events and other assignments. Recreation Leaders and Aides total 3.36 FTE.

## **Program Objectives**

The mission of The Recreation Division is to provide the residents of Oakley with quality programming meeting the following FY 2016-2017 objectives:

- **Special Events-** Special Events facilitated by the Recreation Division will continue to include the Science Week Program, increased number of Movies in the Plaza, Cityhood Celebration, Kids Fishing Derby, Harvest Festival, Christmas Tree Lighting, Hometown Halloween Decorating Contest, Summer Concert, Heart of Oakley, Hometown Holiday Decorating Contest, and Main Street Car Show. The increased budget reflects, the continuation of special events added in the previous fiscal year.
- **Youth Programs-** The objective of youth programs is to provide safe and fun activities for kids after school, during the summer as well as on their breaks from school including After School Programming, Summer Blaze Day Camp, Junior Recreation Leader Program and Youth Committed to Ongoing Revitalization Efforts Program.
- **Recreation Classes-** The Recreation Division offers over 30 classes through the use of independent instructor contracts. Independent instructors also provide a number of seasonal camp programs designed to provide opportunities for kids and youth during school breaks. As space permits the Recreation Division will continue to increase these programs which reflect no change in budget expenditures.
- **Park and Facility Rentals-** Parks and Facility rentals offer an untapped focus of additional revenue. Scheduling parks for private rentals as well as team rentals, as well as rentals for the Oakley Recreation Buildings are reflected in the 2016-2017 budget.

## **Program Changes**

The Recreation Division proposed budget incorporates changes made from last year's budget. The addition of the new Special Events including Rock the Chalk, Hometown Holiday and Halloween Decorating Contest, Spring Concert, Car Show, Summer

Concert and the expanded Heart of Oakley and Cityhood Celebrations. There are also minor increases to account for minimum wage increase, and increased costs of supplies and increased distribution of the Recreation Guide to three times annually, as well as a proposed increase for online registration/ reservation software.

<b>RECREATION</b>				
<b>USE OF FUNDS</b>	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Personnel Services	\$242,558	\$277,320	\$279,498	\$305,268
Services	\$45,245	\$50,989	\$82,646	\$93,166
Supplies	\$90,037	\$116,307	\$155,600	\$179,000
<b>Total</b>	<b>\$377,840</b>	<b>\$444,616</b>	<b>\$517,744</b>	<b>\$577,434</b>

<b>RECREATION DEPARTMENT STAFFING</b>			
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Recreation Manager	1.00	1.00	1.00
Recreation and Event Coordinator	1.00	1.00	1.00
Senior Recreation Leader	-	0.48	0.48
Recreation Leaders (Seasonal)	2.40	1.65	1.65
Recreation Aides (Seasonal)	0.96	1.65	1.65
Facility Attendant	-	-	0.38
<b>Total Recreation Department Staffing</b>	<b>5.36</b>	<b>5.78</b>	<b>6.16</b>

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## TRANSFERS

Staff proposes four transfers from the General Fund in fiscal year 2016-2017.

\$200,000 To the General Capital Projects Fund for capital projects and administration.\*

\$150,000 To the Main Street Fund for capital projects and administration.\*

\$150,000 To the Reserve for Roadway Maintenance \*\*

\$4,000,000 To the General Capital Projects Fund for the Oakley Recreation Project

2012-2013 Actual	2013-2014 Actual	2014-2015 Actual	2015-2016 Projected	2016-2017 Recommended
\$68,000	\$341,212	\$1,707,500	\$2,175,000	\$4,500,000

\*Transfers during the recession were reduced significantly, and we began restoration efforts in 2014-2015, with plans to increase these allocations further in future years. The City's goal is to fully fund the Reserve for Roadway Maintenance by June 30, 2018, and to build the recurring capital allocations to the Main Street Fund and General Capital Projects Fund to a combined \$1 million – \$2 million per year.

\*\* The Reserve for Roadway Maintenance was established in fiscal year 2013-2014 as a stabilization fund for roadway maintenance allocations and to ensure funds are available for major roadway repairs and maintenance when they become necessary. The targeted fully funded level for stabilization is between \$4 million - \$5 million, which should be sufficient as a supplemental funding source for 3-4 years of a more significant economic downturn.

## CAPITAL OUTLAY

There are no appropriations for fiscal year 2016-2017 for direct Capital Outlay by the General Fund.

	<b>2013-2014 Actual*</b>	<b>2014-2015 Actual*</b>	<b>2015-2016 Projected**</b>	<b>2016-2017 Recommended</b>
<b>Capital Outlay</b>	<b>\$0</b>	<b>\$1,450,500</b>	<b>\$1,420,000</b>	<b>\$0</b>

*\*Acquired property/assets through a settlement agreement between the City, Successor Agency and State Department of Finance regarding the dissolution of the former Oakley Redevelopment Agency.*

*\*\* Acquired 3570 Main Street, opened escrow on 310 4<sup>th</sup> Street & 305 5<sup>th</sup> Street*

## SPECIAL REVENUE FUNDS

### COMMUNITY FACILITIES DISTRICT #1 (CYPRESS GROVE)

In October 2005, the City formed CFD #1 (Cypress Grove) to account for drainage maintenance activities in this new development. This was the first such district formed in the City and serves as a model for future developments. These activities are funded entirely by assessments on property owners.

<b>FUND 110- COMMUNITY FACILITIES DISTRICT #1 (CYPRESS GROVE)</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$288,486	\$294,261	\$299,428	\$288,000
Interest	\$4,540	\$3,054	\$1,000	\$1,000
<b>Total Revenues</b>	<b>\$293,026</b>	<b>\$297,315</b>	<b>\$300,428</b>	<b>\$289,000</b>
Services	\$35,543	\$93,758	\$16,500	\$6,000
Capital Outlay		\$35,299	\$350,385	
Supplies	\$38,952	\$65,054	\$182,150	\$184,150
<b>Total Expenditures</b>	<b>\$74,495</b>	<b>\$344,1178</b>	<b>\$549,035</b>	<b>\$190,150</b>
<b>Unassigned Balances</b>			<b>\$1,154,369</b>	<b>\$1,102,592</b>
<b>Total Budgeted</b>	<b>\$74,495</b>	<b>\$344,112</b>	<b>\$1,753,404</b>	<b>\$1,292,742</b>



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## YOUTH DEVELOPMENT GRANT FUND

The City began a partnership with the Vesper Society and was awarded grants beginning FY 2005-2006 to fund youth development programs beginning late FY 2005-2006 early FY 2006-2007. This partnership continued with additional grants awarded during FY 2008-2009, 2009-2010, FY 2010-2011, FY 2011-2012, FY 2012-2013, FY 2013-2014 and plans to continue the youth development programs to December 2016. A separate fund is utilized to account for these activities.

<b>FUND 123- YOUTH DEVELOPMENT GRANTS</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Grant Proceeds	\$26,880	\$19,480	\$7,000	\$15,000
Interest	\$85	\$146		
<b>Total Revenues</b>	<b>\$26,965</b>	<b>\$19,626</b>	<b>\$7,000</b>	<b>\$15,000</b>
Services	\$1,536	\$786	\$3,500	\$9,000
Capital Outlay				
Supplies	\$8,547	\$1,603	\$3,500	\$6,000
<b>Total Expenditures</b>	<b>\$10,083</b>	<b>\$2,389</b>	<b>\$7,000</b>	<b>\$15,000</b>

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## YOU, ME, WE = OAKLEY!

The City has begun a partnership with the Welcoming America program to operate a Welcoming Oakley Program, focused on promoting mutual respect and cooperation between foreign-born and U.S.-born Americans. Financial support from the Y&H Soda Foundation finance the program’s Staff and activities. Grants were initially awarded in FY 2010-2011. Because funding for the program is provided through grants, a separate fund is utilized to account for these activities. The program’s longevity is dependent upon successful fundraising.

<b>FUND 125- YOU, ME, WE = OAKLEY!</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Grant Proceeds	\$72,031	\$69,293	\$78,183	\$60,433
Interest	\$144	\$149		
<b>Total Revenues</b>	<b>\$72,175</b>	<b>\$69,442</b>	<b>\$78,183</b>	<b>\$78,183</b>
Personnel Services	\$45,812	\$45,913	\$43,833	\$34,333
Services	\$22,513	\$13,823	\$27,950	\$22,800
Supplies	\$301	\$70	\$6,400	\$3,300
Capital Outlay	\$3,549	\$9,636		
<b>Total Expenditures</b>	<b>\$72,175</b>	<b>\$69,442</b>	<b>\$78,183</b>	<b>\$60,433</b>

<b>FUND 125- YOU, ME, WE = OAKLEY! STAFFING</b>	
You Me We Project Coordinator	0.05
<b>Total STAFFING</b>	<b>0.05</b>

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## AGRICULTURAL PRESERVATION

The City is developing a program to encourage agricultural conservation and viticulture. Phase I of the program, funded with development mitigation fees, has been completed; and it included a complete inventory of agricultural property in the City limits, their mapping, and a preliminary analysis of potential preservation strategies, with an emphasis on vineyard properties. The scope of Phase II of the program is currently being developed with an initial emphasis on viticulture, as well. While all of the Phase I program activities were funded by development fees, grants for Phase II funding will be sought once the scope of work is better developed. Because the program development, and ultimately, its implementation, is expected to be funded by special purpose revenues, the City has established this separate fund to account for program activities.

<b>FUND 136- AGRICULTURAL PRESERVATION</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Developer Fees				
Interest	\$7	\$16		
Operating Transfers In		\$17,500		
<b>Total Revenues</b>	<b>\$7</b>	<b>\$17,516</b>	<b>\$0</b>	<b>\$0</b>
Services	\$3,700		\$17,500	
Capital Outlay				
Supplies				
<b>Total Expenditures</b>	<b>\$3,700</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Unassigned Balances</b>			<b>\$1,724</b>	<b>\$1,724</b>
<b>Total Budgeted</b>	<b>\$3,700</b>	<b>\$0</b>	<b>\$19,224</b>	<b>\$1,724</b>

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## ECONOMIC DEVELOPMENT REVOLVING LOAN PROGRAM

The City is developing an economic development revolving loan program. This fund was created so that the funding of the program, and ultimately the accounting for its activities can be tracked and reported on separately. Uses for loans will be made as approved by the City Council, pursuant to the program parameters.

<b>FUND 138- ECONOMIC DEVELOPMENT REVOLVING LOAN PROGRAM</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Principal Repayments				
Interest		\$197	\$1,000	
Operating Transfers In		\$275,000		
<b>Total Revenues</b>	<b>\$0</b>	<b>\$275,197</b>	<b>\$1,000</b>	<b>\$0</b>
Services		\$2,877	\$99,155	
Capital Outlay				
Supplies				
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$2,877</b>	<b>\$99,155</b>	<b>\$0</b>
<b>Unassigned Balances</b>		<b>\$272,320</b>	<b>\$160,820</b>	<b>\$160,820</b>
<b>Total Budgeted</b>	<b>\$0</b>	<b>\$272,320</b>	<b>\$259,975</b>	<b>\$160,820</b>



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## SPORTS FIELD MAINTENANCE

The Sports Field Maintenance Fund is a special fund established first in Fiscal Year 2014-2015. Recognizing that organized sports field usage results in the need for more intensive upkeep and maintenance, the Fund is used to account separately for the collection of fees from the ball field rentals (revenue) and expenditure of funds for an on-going maintenance program of the facilities. The funds are used for annual field renovation costs, equipment repair and replacement, supplies, and to employ a part-time sports field maintenance position.

FUND 168- SPORTS FIELD MAINTENANCE				
	2013-2014 Actual	2014-2015 Actual	2015-2016 Projected	2016-2017 Recommended
Rental Revenues		\$26,457	\$28,000	\$50,000
<b>Total Revenues</b>	<b>\$0</b>	<b>\$26,457</b>	<b>\$28,000</b>	<b>\$50,000</b>
Services		\$1,893	\$28,000	\$38,000
Supplies				
Capital Outlay				
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$1,893</b>	<b>\$28,000</b>	<b>\$38,000</b>
<b>Unassigned Balances</b>				
<b>Total Budgeted</b>	<b>\$0</b>	<b>\$1,893</b>	<b>\$28,000</b>	<b>\$38,000</b>

**COMMUNITY FACILITIES DISTRICT #2015-1  
(EMERSON RANCH)**

The City of Oakley formed Community Facilities District No. 2015-1 (Emerson Ranch Maintenance) (“CFD”) on January 13, 2015. The City of Oakley has a separate fund to account for the CFD revenues and expenditures. Each year the City levies a special tax on parcels within the CFD to augment their financial impact to the City’s services budget for regional, community and neighborhood parks, street lighting, neighborhood landscaping and stormwater services.

<b>FUND 401- COMMUNITY FACILITIES DISTRICT #2015-1 (EMERSON RANCH)</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$0	\$0	\$161,018	\$412,831
Interest	\$0	\$0	\$0	\$2,000
<b>Total Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$414,831</b>
Services	\$0	\$0	\$0	\$124,851
Capital Outlay				
Supplies	\$0	\$0	\$0	
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>		<b>\$124,851</b>
<b>Unassigned Balances</b>			<b>\$161,018</b>	
<b>Total Budgeted</b>	<b>\$0</b>	<b>\$0</b>	<b>\$161,018</b>	<b>\$124,851</b>

## COMMUNITY FACILITIES DISTRICT #2015-2A (PRESCOTT)

The City of Oakley formed Community Facilities District No. 2015-2 (Parks, Street Light, Landscape and Stormwater Services) (“CFD”) on January 12, 2016. The City of Oakley has a separate fund to account for the CFD revenues and expenditures. Each year the City levies a special tax on parcels within the CFD to augment their financial impact to the City’s services budget for regional, community and neighborhood parks, street lighting, neighborhood landscaping and stormwater services.

<b>FUND 405- COMMUNITY FACILITIES DISTRICT #2015-2A (PRESCOTT)</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$0	\$0	\$0	\$30,000
Interest	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$30,000</b>
Services	\$0	\$0	\$0	\$18,000
Capital Outlay				
Supplies	\$0	\$0	\$0	
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>		<b>\$18,000</b>
<b>Unassigned Balances</b>				
<b>Total Budgeted</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18,000</b>

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## LIGHTING AND LANDSCAPING DISTRICT

The City has a Lighting and Landscaping District with 3 zones:

### **Zone 1 – Fund 132 Community Parks**

This zone is citywide and is used to maintain the City's larger parks (3 acres or larger). It is funded primarily by assessments.

### **Zone 2 – Fund 133 Street Lighting**

This zone provides street lighting for the entire City. It is funded primarily by assessments but does not generate sufficient revenues to be self-supporting. The Gas Tax Fund has been and is expected to continue to subsidize its operations. For fiscal year 2015-2016, the subsidy is estimated to be \$102,148.

### **Zone 3 – Funds 170-195 Neighborhood Parks (made up of 26 sub-zones)**

This zone maintains the City's smaller neighborhood parks. Each sub-zone generally represents a park or neighborhood with several parks and/or roadway landscaping. Each sub-zone is funded by assessments.

Several Park Zones do not have sufficient revenues to fully fund their Capital Asset Lifecycle Replacement Reserves. The Capital Asset Lifecycle Replacement Program establishes reserves necessary to ensure funds for asset replacements and remediation projects are available when needed. These reserves are used primarily to pay for longer-term replacement or remediation activities, periodic tree pruning (performed on a 7 year cycle), and streetscape replacements (on a 20 year cycle); although they may be used for the replacement, improvement or remediation of any asset or amenity in the Zone or sub-Zone.

19 of the City's 26 zones were formed by the County prior to incorporation, and most of them do not have sufficient annual revenues to both operate and fund an appropriate contribution to their replacement reserves. While no existing critical need is going un-addressed at present, Staff continues to work to find ways to ensure these long-term future needs are met.

Below are a series of tables showing the revenues and expenditures for each fund. The City's policies require the budgets consider lifecycle replacement reserves be considered as a part of the budget development process. As a result, some funds show revenues in

excess of expenditures – in which case the surplus will become contributions to the reserve; and some funds show expenditures in excess of revenues– reflecting the need to use reserves for replacements and remediation activities during the year.

<b>FUND 132 – ZONE 1 (COMMUNITY PARKS)</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$1,106,826	\$1,100,298	\$1,127,719	\$1,165,434
Interest	\$1,655	\$2,716		
Other	\$23,929	\$7,024		
<b>Total Revenues</b>	<b>\$1,132,410</b>	<b>\$1,110,038</b>	<b>\$1,127,719</b>	<b>\$1,165,434</b>
Services	\$803,252	\$765,235	\$801,690	\$1,066,195
Capital Outlay	\$16,365			
Operating Transfers Out	\$68,000	\$113,113	\$113,000	\$103,000
Transfer to Capital Reserve				
Interest	\$319			
<b>Total Expenditures</b>	<b>\$887,936</b>	<b>\$878,348</b>	<b>\$914,690</b>	<b>\$1,169,195</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$100,000	\$100,000
<b>Total Budget</b>	<b>\$887,936</b>	<b>\$878,348</b>	<b>\$1,014,690</b>	<b>\$1,269,690</b>

\*Beginning in FY 2015-2016, the budget no longer lists transfers to the reserve; instead, the City’s policies call for all revenues in excess of expenditures at year-end to be transferred to the reserve, until the reserve is fully funded. Accordingly, the budget no longer shows a transfer to capital reserve. It also will only show an unassigned balance amount if the asset replacement reserve is fully funded, and the fund has additional unassigned balances.

<b>FUND 133 – ZONE 2 (STREET LIGHTING)</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$205,535	\$212,741	\$218,212	\$221,991
Interest	\$227	\$296		
Transfer in	\$155,745	\$70,946	\$102,148	\$100,000
<b>Total Revenues</b>	<b>\$361,507</b>	<b>\$283,983</b>	<b>\$320,360</b>	<b>\$322,991</b>
Services	\$336,911	\$378,339	\$345,420	\$346,500
Transfer to Capital Reserve				
<b>Total Expenditures</b>	<b>\$336,911</b>	<b>\$378,339</b>	<b>\$345,420</b>	<b>\$346,500</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$16,604	\$14,820
<b>Total Budgeted</b>	<b>\$336,911</b>	<b>\$378,339</b>	<b>\$362,024</b>	<b>\$361,320</b>

<b>FUND 170 – VINTAGE PARKWAY</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$73,771	\$73,714	\$73,772	\$73,714
Donations				
Interest	\$116	\$210		
<b>Total Revenues</b>	<b>\$73,887</b>	<b>\$73,924</b>	<b>\$73,772</b>	<b>\$73,772</b>
Services	\$50,739	\$58,360	\$75,072	\$73,772
<b>Total Expenditures</b>	<b>\$50,739</b>	<b>\$58,360</b>	<b>\$75,072</b>	<b>\$73,772</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$13,855	\$18,214
<b>Total Budgeted</b>	<b>\$50,739</b>	<b>\$58,360</b>	<b>\$88,927</b>	<b>\$91,986</b>



<b>FUND 171 –OAKLEY RANCH</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$26,446	\$26,446	\$26,446	\$26,446
Interest	\$76	\$114		
<b>Total Revenues</b>	<b>\$26,522</b>	<b>\$26,560</b>	<b>\$26,446</b>	<b>\$26,446</b>
Services	\$28,765	\$30,462	\$26,746	\$26,446
Supplies				
<b>Total Expenditures</b>	<b>\$28,765</b>	<b>\$30,462</b>	<b>\$26,746</b>	<b>\$26,446</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$10,286	\$9,065
<b>Total Budgeted</b>	<b>\$28,765</b>	<b>\$30,462</b>	<b>\$37,032</b>	<b>\$35,511</b>

<b>FUND 172 – EMPIRE</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$4,534	\$4,534	\$4,534	\$4,534
Interest	\$108	\$170		
<b>Total Revenues</b>	<b>\$4,642</b>	<b>\$4,704</b>	<b>\$4,534</b>	<b>\$4,534</b>
Services	\$2,854	\$2,627	\$19,609	\$4,534
<b>Total Expenditures</b>	<b>\$2,854</b>	<b>\$2,627</b>	<b>\$19,609</b>	<b>\$4,534</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$16,136	\$19,058
<b>Total Budgeted</b>	<b>\$2,854</b>	<b>\$2,627</b>	<b>\$35,745</b>	<b>\$35,745</b>

<b>FUND 173 – OAKLEY TOWN CENTER</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$10,935	\$10,935	\$10,935	\$10,935
Interest	\$96	\$147		
<b>Total Revenues</b>	<b>\$11,031</b>	<b>\$11,082</b>	<b>\$10,935</b>	<b>\$10,935</b>
Services	\$7,741	\$11,374	\$49,383	\$9,981
<b>Total Expenditures</b>	<b>\$7,741</b>	<b>\$11,374</b>	<b>\$49,383</b>	<b>\$9,981</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$11,684	\$7,831
<b>Total Budgeted</b>	<b>\$7,741</b>	<b>\$11,374</b>	<b>\$61,067</b>	<b>\$17,812</b>

<b>FUND 174 – OAK GROVE</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$28,405	\$28,405	\$28,405	\$28,405
Interest	\$71	\$115		
<b>Total Revenues</b>	<b>\$28,476</b>	<b>\$28,520</b>	<b>\$28,405</b>	<b>\$28,405</b>
Services	\$22,367	\$26,651	\$28,405	\$28,405
<b>Total Expenditures</b>	<b>\$22,367</b>	<b>\$26,651</b>	<b>\$28,405</b>	<b>\$28,405</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$13,804	\$14,159
<b>Total Budgeted</b>	<b>\$22,367</b>	<b>\$26,651</b>	<b>\$42,209</b>	<b>\$42,564</b>

<b>FUND 175 – LAUREL WOODS/LUNA ESTATES</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$7,668	\$7,668	\$7,668	\$7,668
Interest	\$92	\$154		
<b>Total Revenues</b>	<b>\$7,760</b>	<b>\$7,822</b>	<b>\$7,668</b>	<b>\$7,668</b>
Services	\$2,961	\$3,048	\$7,768	\$7,668
<b>Total Expenditures</b>	<b>\$2,961</b>	<b>\$3,048</b>	<b>\$7,768</b>	<b>\$7,668</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$16,684	\$17,951
<b>Total Budgeted</b>	<b>\$2,961</b>	<b>\$3,048</b>	<b>\$24,452</b>	<b>\$25,619</b>

<b>FUND 176 – SOUTH FORTY</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$9,712	\$9,712	\$9,713	\$9,713
Interest	\$30	\$54		
<b>Total Revenues</b>	<b>\$9,742</b>	<b>\$9,766</b>	<b>\$9,713</b>	<b>\$9,713</b>
Services	\$3,980	\$5,124	\$9,838	\$9,713
<b>Total Expenditures</b>	<b>\$3,980</b>	<b>\$5,124</b>	<b>\$9,838</b>	<b>\$9,713</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$4,716	\$8,476
<b>Total Budgeted</b>	<b>\$3,980</b>	<b>\$5,124</b>	<b>\$14,554</b>	<b>\$18,189</b>

<b>FUND 177 – CLAREMONT</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$7,628	\$7,628	\$7,628	\$7,628
Interest	\$25	\$31		
<b>Total Revenues</b>	<b>\$7,653</b>	<b>\$7,659</b>	<b>\$7,628</b>	<b>\$7,628</b>
Services	\$9,065	\$10,452	\$7,728	\$7,628
<b>Total Expenditures</b>	<b>\$9,065</b>	<b>\$10,452</b>	<b>\$7,728</b>	<b>\$7,628</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$3,997	\$3,793
<b>Total Budgeted</b>	<b>\$9,065</b>	<b>\$10,452</b>	<b>\$11,725</b>	<b>\$11,421</b>

<b>FUND 178 – GATEWAY</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$18,360	\$18,360	\$18,360	\$18,360
Interest	\$254	\$410		
<b>Total Revenues</b>	<b>\$18,614</b>	<b>\$18,770</b>	<b>\$18,360</b>	<b>\$18,360</b>
Capital Outlay				
Services	\$12,852	\$12,671	\$18,560	\$18,360
<b>Total Expenditures</b>	<b>\$12,852</b>	<b>\$12,671</b>	<b>\$18,560</b>	<b>\$18,360</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$45,832	\$48,634
<b>Total Budgeted</b>	<b>\$12,852</b>	<b>\$12,671</b>	<b>\$64,392</b>	<b>\$66,994</b>

<b>FUND 179 – COUNTRYSIDE (VILLAGE GREEN)</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$2,562	\$2,562	\$2,563	\$2,563
Interest	\$29	\$43		
<b>Total Revenues</b>	<b>\$2,591</b>	<b>\$2,605</b>	<b>\$2,563</b>	<b>\$2,563</b>
Services	\$1,622	\$2,912	\$2,613	\$2,563
<b>Total Expenditures</b>	<b>\$1,622</b>	<b>\$2,912</b>	<b>\$2,613</b>	<b>\$2,563</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$4,948	\$5,349
<b>Total Budgeted</b>	<b>\$1,622</b>	<b>\$2,912</b>	<b>\$7,561</b>	<b>\$7,912</b>

<b>FUND 180 – COUNTRY FAIR (MEADOW GLEN)</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$5,423	\$5,423	\$5,423	\$5,423
Interest	\$5	\$1		
<b>Total Revenues</b>	<b>\$5,428</b>	<b>\$5,424</b>	<b>\$5,423</b>	<b>\$5,423</b>
Interest				
Services	\$3,859	\$5,346	\$5,423	\$5,423
<b>Total Expenditures</b>	<b>\$3,859</b>	<b>\$5,346</b>	<b>\$5,423</b>	<b>\$5,423</b>
Unassigned Asset Replacement Balance				
<b>Total Budgeted</b>	<b>\$3,859</b>	<b>\$5,346</b>	<b>\$5,423</b>	<b>\$5,423</b>

<b>FUND 181 – CALIFORNIA SUNRISE</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$3,502	\$3,502	\$3,502	\$3,502
Interest	\$76	\$124		
<b>Total Revenues</b>	<b>\$3,578</b>	<b>\$3,626</b>	<b>\$3,502</b>	<b>\$3,502</b>
Services	\$778	\$638	\$3,552	\$3,168
<b>Total Expenditures</b>	<b>\$778</b>	<b>\$638</b>	<b>\$3,552</b>	<b>\$3,168</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$14,084	\$15,368
<b>Total Budgeted</b>	<b>\$778</b>	<b>\$638</b>	<b>\$17,636</b>	<b>\$18,536</b>

<b>FUND 182 – CALIFORNIA VISIONS (LAUREL)</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$12,000	\$12,000	\$12,000	\$12,000
Interest	\$179	\$285		
<b>Total Revenues</b>	<b>\$12,179</b>	<b>\$12,285</b>	<b>\$12,000</b>	<b>\$12,000</b>
Services	\$6,876	\$10,632	\$12,150	\$12,000
Transfer to Capital Reserve				
<b>Total Expenditures</b>	<b>\$6,876</b>	<b>\$10,632</b>	<b>\$12,150</b>	<b>\$12,000</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$32,197	\$34,963
<b>Total Budgeted</b>	<b>\$6,876</b>	<b>\$10,632</b>	<b>\$44,347</b>	<b>\$46,963</b>

<b>FUND 183 – CLAREMONT HERITAGE</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$18,240	\$18,240	\$18,240	\$18,240
Interest	\$218	\$358		

<b>Total Revenues</b>	<b>\$18,458</b>	<b>\$18,598</b>	<b>\$18,240</b>	<b>\$18,240</b>
Services	\$9,355	\$10,764	\$8,715	\$14,515
Transfer to Capital Reserve				
<b>Total Expenditures</b>	<b>\$9,355</b>	<b>\$10,764</b>	<b>\$8,715</b>	<b>\$14,515</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$45,586	\$49,647
<b>Total Budgeted</b>	<b>\$9,355</b>	<b>\$10,764</b>	<b>\$54,301</b>	<b>\$64,162</b>

<b>FUND 184 – COUNTRY FAIR (MEADOW GLEN II)</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$122,544	\$122,544	\$122,544	\$122,544
Interest	\$170	\$286		
Grants			\$58,000	
<b>Total Revenues</b>	<b>\$122,714</b>	<b>\$122,830</b>	<b>\$180,544</b>	<b>\$122,544</b>
Services	\$115,679	\$99,002	\$180,344	\$122,544
Capital Outlay	\$379	\$805		
<b>Total Expenditures</b>	<b>\$116,058</b>	<b>\$99,807</b>	<b>\$180,344</b>	<b>\$122,544</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$32,046	\$17,080
<b>Total Budgeted</b>	<b>\$116,058</b>	<b>\$99,807</b>	<b>\$212,390</b>	<b>\$139,624</b>

<b>FUND 185 – SUNDANCE</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$8,910	\$8,910	\$8,910	\$8,910
Interest	\$22	\$29		
<b>Total Revenues</b>	<b>\$8,932</b>	<b>\$8,939</b>	<b>\$8,910</b>	<b>\$8,910</b>
Services	\$10,705	\$8,643	\$10,581	\$10,581
<b>Total Expenditures</b>	<b>\$10,705</b>	<b>\$8,643</b>	<b>\$10,581</b>	<b>\$10,581</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$1,125	\$1,428
<b>Total Budgeted</b>	<b>\$10,705</b>	<b>\$8,643</b>	<b>\$11,706</b>	<b>\$12,279</b>

<b>FUND 186 – CALIFORNIA JAMBOREE</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$87,548	\$87,548	\$87,547	\$87,547
Interest	\$608	\$903		
Other	\$6,029	\$2,044		
Transfers In	\$40,000	\$30,000	\$30,000	\$30,000
<b>Total Revenues</b>	<b>\$134,185</b>	<b>\$120,495</b>	<b>\$117,547</b>	<b>\$117,547</b>
Services	\$138,188	\$131,535	\$137,856	\$125,931
Capital Outlay	\$10,354	\$575		
Transfer to Capital Reserve				
<b>Total Expenditures</b>	<b>\$148,542</b>	<b>\$132,110</b>	<b>\$137,856</b>	<b>\$125,931</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$78,432	\$84,052
<b>Total Budgeted</b>	<b>\$148,542</b>	<b>\$132,110</b>	<b>\$216,288</b>	<b>\$209,983</b>



<b>FUND 187 – COUNTRY PLACE</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$23,400	\$23,400	\$23,400	\$23,400
Interest	(\$6)	(\$12)		
Transfers In	\$8,000	\$8,000	\$8,000	\$8,000
<b>Total Revenues</b>	<b>\$31,394</b>	<b>\$31,388</b>	<b>\$31,400</b>	<b>\$31,400</b>
Services	\$36,834	\$39,105	\$40,730	\$39,730
<b>Total Expenditures</b>	<b>\$36,834</b>	<b>\$39,105</b>	<b>\$40,730</b>	<b>\$39,730</b>
Unassigned Balances				
<b>Total Budgeted</b>	<b>\$36,834</b>	<b>\$39,105</b>	<b>\$40,730</b>	<b>\$39,730</b>

<b>FUND 188 – LAUREL CREST</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$87,000	\$87,000	\$87,000	\$87,000
Interest	\$221	\$316		
Transfers In		\$10,000	\$10,000	\$10,000
<b>Total Revenues</b>	<b>\$87,221</b>	<b>\$97,316</b>	<b>\$97,000</b>	<b>\$97,000</b>
Services	\$115,701	\$89,278	\$96,838	\$97,000
Capital Outlay	\$1,747			
<b>Total Expenditures</b>	<b>\$117,448</b>	<b>\$89,278</b>	<b>\$96,838</b>	<b>\$97,000</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$33,398	\$29,073
<b>Total Budgeted</b>	<b>\$117,448</b>	<b>\$89,278</b>	<b>\$130,236</b>	<b>\$126,073</b>

<b>FUND 189 – MARSH CREEK GLEN</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$82,374	\$74,390	\$86,528	\$89,340
Interest	\$645	\$1,068		
<b>Total Revenues</b>	<b>\$83,019</b>	<b>\$85,458</b>	<b>\$86,528</b>	<b>\$89,340</b>
Services	\$46,611	\$61,064	\$152,400	\$56,000
Capital Outlay	\$8,818	\$1,400	\$350,910	
Transfer to Capital Reserve				
<b>Total Expenditures</b>	<b>\$55,429</b>	<b>\$62,464</b>	<b>\$503,310</b>	<b>\$56,000</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$656	\$31,990
<b>Total Budgeted</b>	<b>\$55,429</b>	<b>\$62,464</b>	<b>\$503,966</b>	<b>\$87,990</b>

<b>FUND 190 – QUAIL GLEN</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$25,876	\$26,508	\$28,523	\$28,923
Interest	\$97	\$172		
<b>Total Revenues</b>	<b>\$25,973</b>	<b>\$26,680</b>	<b>\$28,523</b>	<b>\$28,923</b>
Services	\$12,471	\$16,634	\$23,730	\$26,730
<b>Total Expenditures</b>	<b>\$12,471</b>	<b>\$16,634</b>	<b>\$23,730</b>	<b>\$26,730</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$17,878	\$23,075
<b>Total Budgeted</b>	<b>\$12,471</b>	<b>\$16,634</b>	<b>\$41,608</b>	<b>\$49,805</b>

<b>FUND 191 – CYPRESS GROVE</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$235,306	\$241,066	\$247,170	\$254,632
Interest	\$591	\$904		
Transfers In		\$170,000	\$70,000	\$10,000
<b>Total Revenues</b>	<b>\$235,897</b>	<b>\$411,970</b>	<b>\$317,170</b>	<b>\$264,632</b>
Services	\$243,935	\$246,903	\$276,200	\$257,170
Capital Outlay	\$2,060	\$1,583		
<b>Total Expenditures</b>	<b>\$245,995</b>	<b>\$248,486</b>	<b>\$276,200</b>	<b>\$257,170</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$56,020	\$100,000
<b>Total Budgeted</b>	<b>\$245,995</b>	<b>\$248,486</b>	<b>\$332,220</b>	<b>\$357,170</b>

<b>FUND 192 – SOUTH OAKLEY</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$323,433	\$331,340	\$344,602	\$355,004
Interest	\$481	\$733		
Other	\$3,116	\$1,792		
Transfers In	\$10,000	\$10,000	\$10,000	\$10,000
<b>Total Revenues</b>	<b>\$337,030</b>	<b>\$343,865</b>	<b>\$354,602</b>	<b>\$364,004</b>
Services	\$336,973	\$308,534	\$426,700	\$334,700
Capital Outlay	\$10,178	\$2,176		
Transfer to Capital Reserve				
<b>Total Expenditures</b>	<b>\$347,151</b>	<b>\$310,710</b>	<b>\$426,700</b>	<b>\$334,700</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$76,439	\$22,575
<b>Total Budgeted</b>	<b>\$347,151</b>	<b>\$310,710</b>	<b>\$503,139</b>	<b>\$357,275</b>

<b>FUND 193 – STONE CREEK</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$16,000	\$16,000	\$29,250	\$29,250
Interest	\$205	\$300		
<b>Total Revenues</b>	<b>\$16,205</b>	<b>\$16,300</b>	<b>\$29,250</b>	<b>\$29,250</b>
Services	\$27,596	\$3,978	\$15,903	\$22,403
<b>Total Expenditures</b>	<b>\$27,596</b>	<b>\$3,978</b>	<b>\$15,903</b>	<b>\$22,403</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$35,983	\$29,434
<b>Total Budgeted</b>	<b>\$27,596</b>	<b>\$3,978</b>	<b>\$51,886</b>	<b>\$51,837</b>

<b>FUND 194 – MAGNOLIA PARK</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$531,000	\$552,500	\$552,500	\$552,500
Interest	\$1,459	\$2,546		
Other	\$6,764	\$2,975		
Transfer In	\$10,000	\$10,000	\$10,000	\$10,000
<b>Total Revenues</b>	<b>\$549,223</b>	<b>\$568,021</b>	<b>\$562,500</b>	<b>\$562,500</b>
Services	\$371,423	\$349,929	\$543,600	\$443,200
Capital Outlay	\$14,322	\$11,042		
Transfer to Capital Reserve				
<b>Total Expenditures</b>	<b>\$385,745</b>	<b>\$360,971</b>	<b>\$543,600</b>	<b>\$443,200</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$100,00	\$100,000
<b>Total Budgeted</b>	<b>\$385,745</b>	<b>\$360,971</b>	<b>\$643,600</b>	<b>\$543,200</b>

<b>FUND 195 – SUMMER LAKE</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$97,674	\$169,311	\$217,282	\$273,992
Interest	\$887	1,452		
Other				
Transfer In		\$25,000	\$25,000	\$25,000
<b>Total Revenues</b>	<b>\$98,561</b>	<b>\$195,763</b>	<b>\$242,282</b>	<b>\$298,992</b>
Services	\$56,416	\$189,499	\$389,581	\$269,200
Capital Outlay	\$157	\$1,112		
Transfer to Capital Reserve				
<b>Total Expenditures</b>	<b>\$56,573</b>	<b>\$190,611</b>	<b>\$389,581</b>	<b>\$269,200</b>
Unassigned Balances				
Unassigned Asset Replacement Balance			\$69,527	\$87,735
<b>Total Budgeted</b>	<b>\$56,573</b>	<b>\$190,611</b>	<b>\$459,108</b>	<b>\$356,935</b>

## ROAD MAINTENANCE FUNDS

The City has three Special Revenue funds used mostly for Road Maintenance: the Gas Tax Fund, the Measure J Fund, and the Streets Maintenance Reserve Fund.

### Gas Tax Fund

The Gas Tax Fund is used to account for the City's share of local gas tax revenues and congestion management funds received from the State. These revenues are for the research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for non-motorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes. The City uses them for local roadway maintenance, roadway projects, and to subsidize the Street Lighting Fund.

FUND 140 – GAS TAX				
	2013-2014 Actual	2014-2015 Actual	2015-2016 Projected	2016-2017 Recommended
Gas Taxes	\$1,056,136	\$1,080,339	\$867,169	\$799,223
Grant Proceeds			\$15,000	
Interest	\$1,202	\$1,818		
Other				
Congestion Management Funds				
<b>Total Revenues</b>	<b>\$1,057,338</b>	<b>\$1,082,157</b>	<b>\$882,169</b>	<b>\$810,350</b>
Services	\$332,877	\$412,260	\$383,646	\$433,738
Supplies	\$173,066	\$159,374	\$300,000	\$150,000
Capital Outlay	\$415,279	\$240,416	\$1,038,082	\$100,000
Transfers Out	\$155,745	\$70,946	\$102,148	\$102,148
<b>Total Expenditures</b>	<b>\$1,076,967</b>	<b>\$882,995</b>	<b>\$1,823,876</b>	<b>\$785,886</b>
Unassigned Balances			\$57,881	\$35,447
<b>Total Budgeted</b>	<b>\$1,076,967</b>	<b>\$882,995</b>	<b>\$1,881,757</b>	<b>\$821,333</b>

## Measure J

The Measure J Fund is used to account for the City's share of the voter approved 1/2% sales tax for transportation projects. Measure J was passed by the voters as a successor tax to Measure C. Both are restricted to the same uses as Gas Tax revenues, but can also be applied to transit improvement and operations, growth management planning and compliance, pedestrian and bicycle trail construction/maintenance/operations, parking facility development, and transportation efficiency program development and operations (ridesharing, etc.). The City uses its Measure J tax revenues for local roadway maintenance and roadway projects.

<b>FUND 148 – MEASURE J</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Grants				
Measure J Allocations	\$508,671	\$508,272	\$512,000	\$548,375
Interest	\$989	\$1,203		
<b>Total Revenues</b>	<b>\$509,660</b>	<b>\$509,475</b>	<b>\$512,000</b>	<b>\$548,375</b>
Services	\$110,113	\$243,742	\$183,800	\$204,110
Supplies				
Capital Outlay	\$433,741	\$572,232	\$903,365	494,451
<b>Total Expenditures</b>	<b>\$543,854</b>	<b>\$815,975</b>	<b>\$1,087,165</b>	<b>\$698,561</b>
Unassigned Balances			\$37,395	\$33,130
<b>Total Budgeted</b>	<b>\$543,854</b>	<b>\$815,975</b>	<b>\$1,124,560</b>	<b>\$731,691</b>

### Streets Maintenance Reserve

The Streets Maintenance Reserve Fund was first established in Fiscal Year 2013-2014 and received its first funding in Fiscal Year 2014-2015. Contributions to the Reserve are largely expected to be transfers in from the General Fund. Street maintenance follows the long-term lifecycle of the streets themselves, and as a result, long-term costs are best contained by ensuring maintenance is performed routinely. The Streets Maintenance Reserve Fund was formed to provide 1) a place to set aside funds so that maintenance activities remain available in both good times and bad, 2) a place to save up funds for more significant future maintenance projects, and 3) to be a reserve for funding unexpected projects or higher than planned project costs on critical maintenance projects.

<b>FUND 235 – STREET MAINTENANCE RESERVE</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Transfers In		\$75,000	\$150,000	\$150,000
Other				
<b>Total Revenues</b>	<b>\$0</b>	<b>\$75,000</b>	<b>\$150,000</b>	<b>\$150,000</b>
Services				
Supplies				
Capital Outlay				
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Unassigned Balances			\$225,000	\$375,000
<b>Total Budgeted</b>	<b>\$0</b>	<b>\$0</b>	<b>\$225,000</b>	<b>\$225,000</b>



## STORM WATER PROGRAM FUND

The City has a separate fund to account for its Storm Water Program activities. The program is funded by assessments on property owners, and pays for storm water and pollution runoff management activities mandated by the Federal Government.

<b>FUND 145 – STORM WATER PROGRAM</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$484,727	\$498,378	\$461,000	\$462,000
Interest	\$3,953	\$2,205		
Other	\$90	\$180		
<b>Total Revenues</b>	<b>\$488,770</b>	<b>\$500,763</b>	<b>\$461,000</b>	<b>\$462,000</b>
Services	\$260,628	\$260,460	\$278,047	\$408,394
Supplies	\$143,321	\$165,776	\$214,000	\$256,500
Capital Outlay			\$380,000	\$667,642
<b>Total Expenditures</b>	<b>\$403,949</b>	<b>\$426,236</b>	<b>\$522,047</b>	<b>\$1,332,536</b>
Unassigned Balances			\$631,315	\$32,461
<b>Total Budgeted</b>	<b>\$403,949</b>	<b>\$426,236</b>	<b>\$1,503,362</b>	<b>\$1,364,997</b>

## POLICE SERVICE FUNDS

The City has two police service funds: The P-6 Fund and the Supplemental Law Enforcement Services Fund (SLESF). The P-6 Fund is where the City accounts for the City's police services special tax, all of which are budgeted to augment general fund resources in funding the Police Department budget. The SLESF is where the City accounts for Supplemental Law Enforcement Grants from the State. The fiscal year 2016-2017 budget reflects the use of the grant from the State to supplement Police Department costs.

<b>FUND 150 – P-6 POLICE SERVICES</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Assessments	\$3,058,332	\$3,336,854	\$3,421,250	\$3,692,937
Interest	\$113	\$666	\$250	\$250
<b>Total Revenues</b>	<b>\$3,058,445</b>	<b>\$3,337,520</b>	<b>\$3,421,500</b>	<b>\$3,693,187</b>
Services	\$3,058,445	\$3,351,674	\$3,423,400	\$3,693,187
<b>Total Expenditures</b>	<b>\$3,058,445</b>	<b>\$3,351,674</b>	<b>\$3,423,400</b>	<b>\$3,693,187</b>

<b>FUND 151 – SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Grant Revenues	\$116,752	\$113,973	\$100,000	\$100,000
Interest	(\$13)	(\$7)		
<b>Total Revenues</b>	<b>\$116,739</b>	<b>\$113,966</b>	<b>\$100,000</b>	<b>\$100,000</b>
Services	\$116,739	\$99,813	\$100,000	\$100,000
Supplies				
Capital Outlay				
<b>Total Expenditures</b>	<b>\$116,739</b>	<b>\$99,813</b>	<b>\$100,000</b>	<b>\$100,000</b>

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## DEVELOPER DEPOSITS FUND

The City has a separate fund to account for developer deposits and related development application processing costs. The revenues are earned only as work is performed and costs incurred. All deposits that are unused in the application review process are returned to the applicant when the review is completed.

<b>FUND 301 – DEVELOPER DEPOSITS</b>				
	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
	<b>Actual</b>	<b>Actual</b>	<b>Projected</b>	<b>Recommended</b>
Developer Fees	\$193,050	\$458,870	\$753,998	\$774,243
<b>Total Revenues</b>	<b>\$193,050</b>	<b>\$458,870</b>	<b>\$753,998</b>	<b>\$774,243</b>
Services	\$188,997	\$452,539	\$753,998	\$774,243
Operating Transfers Out				
<b>Total Expenditures</b>	<b>\$188,997</b>	<b>\$452,539</b>	<b>\$753,998</b>	<b>\$774,243</b>

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# SUCCESSOR HOUSING ASSETS

## **Successor Housing Assets**

The City is the Successor Housing Agency to the now dissolved Oakley Redevelopment Agency and the City Successor Housing Assets Fund is used to account for all related City Housing activity.

## **Program Costs and Revenues**

Funding is provided by the repayment of housing loans. Most housing loans are repayable from affordable housing developers when the project's rents meet certain hard thresholds and produce what are called "residual receipts" (amounts in excess of the thresholds). The City has one project which currently is forwarding residual receipts payments in accordance with its loan. A portion of the receipts are retained in the Successor Housing Assets Fund, and a portion is deposited in the Successor Agency to the Oakley Redevelopment Agency's Operating Fund, each receiving a share in proportion to their contribution to the original amount loaned. Program costs are currently limited to staff and internal administrative support costs for the program. Proceeds in any year that are not utilized for program costs are used to pay prior Redevelopment Agency obligations for Impact Fees on affordable housing projects.

## **Program Description**

The Planning Division provides housing program oversight to ensure developer compliance with the terms of any agreements with the City or the dissolved Oakley Redevelopment Agency.

## **Staffing Summary**

The work is performed by the Planner Manager and his time is charged to the program on an hourly basis.

## **Program Objectives**

The primary operating objectives for the program in fiscal year 2016-2017 is to ensure Developers continue to comply with their obligations. There are no significant changes to the Department's objectives. To the extent costs are less than funds available, the balance will be used towards paying down a portion of the \$1.3 million in deferred impact fee obligations from prior affordable housing projects that remain outstanding.

## Program Changes

There are no increases in regular staffing levels or significant one-time costs proposed.

<b>FUND 767 – SUCCESSOR HOUSING ASSETS</b>				
	<b>2013-2014 Actual</b>	<b>2014-2015 Actual</b>	<b>2015-2016 Projected</b>	<b>2016-2017 Recommended</b>
Property Tax				
Interest Income	\$41,297	\$51,403	\$12,000	\$12,000
Loan Repayments	\$1,217	\$2,400	\$2,400	\$2,000
Rents				
Sale of Property				
Transfers In				
Interfund Charges for Svc				
<b>Total Revenues</b>	<b>\$42,514</b>	<b>\$53,803</b>	<b>\$14,400</b>	<b>\$14,000</b>
Personnel				
Supplies				
Services	\$8,279	\$5,045	\$3,500	\$3,500
Interest	\$3,267	\$3,478	\$10,900	\$10,500
<b>Total Expenditures</b>	<b>\$11,546</b>	<b>\$8,523</b>	<b>\$14,400</b>	<b>\$14,000</b>
<b>Unassigned Balances</b>				
<b>Total Budgeted</b>	<b>\$11,546</b>	<b>\$8,523</b>	<b>\$14,400</b>	<b>\$14,000</b>

*Note: The Successor Housing Assets Fund was established in February 2012 as a result of the Dissolution Act that dissolved redevelopment agencies throughout California.*

## DEBT SERVICE FUNDS

### Program Costs and Revenues

Debt Service Funds are where we account for the Principal, Interest, and administrative costs associated with the City's debt.

### Program Description

The City currently has one debt outstanding:

- The 2006 Certificate of Participation issued by the City's financing Authority to purchase 3221 Main Street and pay for the City Hall improvements on the Downtown Civic Center site. It's being repaid with Public Facilities Impact Fees

### Staffing Summary

No staffing is permanently allocated to debt management; however the Finance Department ensures the City complies with financial reporting requirements and interfaces with contracted administrators, trustees, bond counsel, rating agencies, and others in meeting the Agency's bond covenants. The City hires NBS Financial as its dissemination agent, and Wells Fargo as trustee and Fiscal Agent.

### Program Objectives

The primary operating objectives for the City remain unchanged for fiscal year 2016-2017: to make the debt service payments, to oversee the services provided by the contractors, and to ensure the preparation of all required public reporting.

### Program Changes

No program changes.



**Debt Service 2006 Certificates of Participation  
Fund 351**

<b>ESTIMATED REVENUES</b>		
Transfers In	Interest Income	Total Revenues
\$570,035		\$570,035

<b>PROPOSED EXPENDITURES</b>			
Principal	Interest	Administration	Total Expenditures
\$285,000	\$275,035	\$10,000	\$570,035

**DEBT LISTING:**

2006 Certificates	Civic Center Project	\$8,500,000
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**REMAINING DEBT SERVICE:**

<b>Fiscal Year</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Debt Service</b>
2016-17	\$285,000	\$275,035	\$560,035
2017-18	\$300,000	\$263,635	\$563,635
2018-19	\$310,000	\$251,635	\$561,635
2019-20	\$325,000	\$239,235	\$564,235
2020-21	\$335,000	\$226,235	\$561,235
Other Years	\$4,860,000	\$1,391,635	\$6,251,635
<b>Totals</b>	<b>\$6,415,000</b>	<b>\$2,647,410</b>	<b>\$9,062,410</b>

## CAPITAL IMPROVEMENT PROGRAM

The Capital Improvement Program (CIP) is a major public infrastructure and planning tool for the City of Oakley. The CIP serves as a statement of the City's policies and financial abilities to manage the development of the community. The creation of a five-year CIP provides a systematic plan for providing infrastructure improvements within a prioritized framework and with a general schedule within which the projects proceed. The first year reflects the adopted budget for the upcoming Fiscal Year (FY). The remaining four years represent a schedule and estimate of future capital needs that may be funded given projected revenues and priorities.

There are several benefits for developing and adopting a Capital Improvement Program. Not only does the CIP become a management tool for the City Council and City staff, a CIP also provides valuable information to the citizens, developers, and businesses who are interested in the development of the community. The CIP document will assist in leveraging available resources through timing of projects, and coordinating City projects with the projects of other public or private entities.

Despite the many benefits of a CIP, it is important to highlight the fact that this is a fluid document. Changes can occur for many reasons. Revenues can fluctuate as a result of changing economic conditions or shifts in City policy. Private economic decisions can also affect the timing, scale, and location of capital projects. The City of Oakley CIP reflects the strategic goals of the City Council and is a critical investment in the community.

The focus of the proposed CIP for FY 2016/17 through 2020/21 is to maintain the core infrastructure of the City of Oakley while utilizing the most cost effective and creative approach; and continuing to build new infrastructure for the community which will enhance the quality of life for residents and promote the economic vitality and viability for the City. In preparation of the CIP for FY 2016/17, a comprehensive review of prospective projects has been made to determine if the projects are still viable and should be funded. The most significant proposed new project for FY 2016/17 is the allocation of funding for the planning and initial development of the Moura Property (turf area and phase 1 of the new Oakley Recreation Center) which will be a major recreational asset for the community for decades to come. The Downtown improvement project design that began in FY 2015/16 is nearly complete and the construction of the project will take place in FY 2016/17.

The CIP for FY 2016/17 is divided into specific projects to address unique needs for each component of the City's infrastructure system. This approach provides funding for the infrastructure maintenance and the construction of new improvements, as well as a long range goal for protecting the quality of the public infrastructure system in the City of Oakley. The funding for the CIP projects are generally from the following sources: Measure J Sales Tax, Gas Tax, General Fund, Development Traffic Impact Fees, Park Impact Fees, and Federal & State Grants. The revenues from Development Traffic Impact Fees and Park Impact Fees are dependent upon the private development activity and regional economic growth. The CIP for FY 2016/17 conservatively budgets a portion of these funding sources to account for unforeseen downturns in the regional economic and development activity.

There is a direct relationship between CIP project construction and economic development and vitality of the community. New residents want to come and live in a community that is vibrant and provides a wide range of amenities. Commercial developers also look to build in communities that thrive and provide amenities for today's lifestyle. The construction of CIP projects help in enhancing amenities and the quality of life for the community residents, which in turn makes Oakley a desired community for private development. The increase in the level of private development activity will provide opportunities for the City to undertake projects with various infrastructure improvements. This is in conjunction with development construction that will include roadway improvements, making it more cost effective and timely.

## Proposed Projects for FY 2016/17 CIP

*Project #165, Main Street Realignment (Norcross Lane to 2nd Street)* - This project will continue the improvements that started in downtown on Main Street in 2012, by constructing new curb, gutter, sidewalk, storm drain system, paving, and streetscape from Norcross Lane to 2nd Street. A new traffic signal will be constructed at the intersection of Main Street and Norcross Lane. The signal timing will be coordinated with the Vintage Parkway and O'Hara Avenue signals. This signal interconnection will help in traffic flow along Main Street. At the intersection of Main Street and 2nd Street there will be a roadway realignment to better define the transition point between the core downtown area and the rest of Main Street, as determined in the downtown "Visioning" plan in 2014. As a separate component of this project, the north side of Main Street will also be widened from 2nd Street to 5th Street in conjunction with a development project that will be constructing new retail and office buildings on that section of Main Street. The design of this project began in FY 2015/16 and the construction of the improvements will take place in FY 2016/17. This project will include construction of a new gateway monument at the intersection of Main Street and 2<sup>nd</sup> Street. **Total Budget- \$4,425,000 (\$1,461,000 SAFETEA-LU Federal Grant), (\$1,500,000 TIF), (\$300,000 General Capital Projects Fund), (\$500,000 Main Street Fund), (\$250,000 Stormwater Fund), (\$64,000 - 2012 Bonds Annual Refinancing Benefit), (\$50,000 Gas Tax Fund), (\$300,000 Measure J)**

*Project #176, Oakley Community Park Project* – This project transforms a 55-acre site at the end of Sellers Avenue that was given to the City as part of the development agreements with the Emerson and Gilbert Ranch projects. This 55-acre site has a number of older buildings and facilities related to a dairy farm that has been closed for decades. This project will clean up the site and construct a Community Park that will be a destination point for the community. A team of staff, consultants, and a Council sub-committee began the process of concept planning and design of this site in FY 2015/16. As a result of this work, a final concept plan was developed and approved by the Council. This project will be a multi-phase project that will be designed and constructed over the coming years; could cost over \$60,000,000 to construct all of its components. Funding for the project will be provided by a combination of grants and other local funds. The first phase of this project is to complete the Environmental Impact Review (EIR) for the site, as well as demolish and remove the old and abandoned buildings. Concurrently the City is <sup>133.</sup>actively pursuing and applying for any grants to secure funding for the future phases of this project. **Total Budget-**

*Project #179, FY 2016/17 Street Repair & Resurfacing* - This project will repair the base and surface failures and resurface streets as a part of a comprehensive program to maintain the roadways for the community. Street repair and resurfacing is critical for keeping the quality of the City's street infrastructure in good condition and prevent the necessity of costly reconstruction due to the lack of proper rehabilitation and maintenance. This project for FY 2016/17 will repair and resurface several areas that need Sierra Crete remediation in the Vintage Parkway neighborhood. **Total Budget- \$700,000 (\$700,000 TIF).**

*Project #181, FY 2016/17 Curb, Gutter, and Sidewalk Repair and Reconstruction*- This project will coordinate with the responsible property owners to repair and reconstruct damaged and broken concrete curb, gutter, and sidewalks throughout the City. The construction of this project will eliminate trip and fall accidents caused by sidewalk and curbs uplifted by tree root overgrowth, and provide safe paths of travel for the community. This project works in coordination with the 50-50 cost share program that helps the property owners address concrete sidewalk and curb and gutter uplifts caused by tree root overgrowth. **Total Budget- \$100,000 (\$50,000 Gas Tax), (\$50,000 General Capital Fund).**

*Project #182, FY 2016/17 Frontage Gap Closure Improvements* - Mercedes Lane is the main access point to the Laurel Elementary School, Oakley Union School District campus, and the adjacent residential neighborhoods. Currently, Mercedes Lane has a one- way travel-way in the northbound direction from the intersection at Laurel Road. This is congested during morning and afternoon peak periods. This project will widen Mercedes Lane by adding a dedicated right turn lane at the intersection. This will help the traffic flows at this intersection and improve safety for the pedestrians and vehicles. **Total Budget- \$150,000 (\$150,000 2012 Bond Benefit)**

*Project #183, FY 2016/17 Storm Drain Improvements* - This project will construct a self-contained storm drain system on Brock Lane. This area does not have a formal storm drain system and experiences chronic flooding during the rainy season. **Total Budget- \$100,000 (\$100,000 Stormwater Fund)**

*Project #184, FY 2016/17 Traffic Calming Project* – The traffic operations in the community has become one of the major issues that the Police and Public Works Departments handle on a regular basis. This project provides funding for the placement of traffic calming features in accordance with the neighborhood traffic calming policy.

Various traffic calming requests are being evaluated by staff from the Police and Public Works Departments, and are addressed in collaboration with the residents based on priority and order received. **Total Budget- \$50,000 (\$50,000 TIF)**

*Project #185, FY 2016/17 Street Restriping-* This project will restripe various City streets each year to help maintain delineations that are marked for usage by motorists and pedestrians. The work performed under this project focuses on the streets that are not in the plan for resurfacing in the next 2 years, and need the striping for lane delineation (centerline, edge line, crosswalk, pavement marking) to provide safe streets for the community. **Total Budget- \$50,000 (\$50,000 2012 Bond Benefit).**

*Project #186, West Cypress Road Bridge at Contra Costa Canal Reconstruction Project-* The existing West Cypress Road Bridge that crosses the Contra Costa canal is structurally deficient according to the latest Caltrans inspections and will need to be reconstructed in order to continue to be safe and remain in service. This project will fund the preliminary design and start the process of securing grants that will provide a funding source to design the replacement of this structure. **Total Budget- \$10,000 (\$10,000 Stormwater Fund).**

*Project #187, Main Street Bridge at Contra Costa Canal Rehabilitation Project-* The existing Main Street Bridge that crosses the Contra Costa canal is in need of rehabilitation to protect its structural integrity and keep it off of the Caltrans structurally deficient list. This project will fund the preliminary design of the structural rehabilitation and start the process of securing grants that will fund the design for the improvements needed to rehabilitate this bridge. **Total Budget- \$10,000 (\$10,000 Stormwater Fund).**

*Project #189, Piper Lane Drainage Channel Trash Capture Device Project-* The Piper Lane drainage channel is one of the major drainage outfalls from the City of Oakley to the Delta which the City is responsible for its maintaining and operating. This is an open channel that flows freely to the Delta. Based on the new permit issued by SF Regional Water Quality Control Board, it cannot convey trash to the open waters of the Delta. Historically, a large amount of trash and debris are transported to the Delta through this channel. This project will construct new trash capture devices at the upstream end of the channel near Vintage Parkway. The trash capture device will stop trash from flowing into the Delta and the City will be in compliance with the SF

Regional Water Quality Control Board permit. **Total Budget- \$200,000 (\$200,000 Stormwater Fund).**

***Project #191, Laurel Road/Rose Avenue Intersection Improvement Project***– The intersection of Laurel Road and Rose Avenue is a major intersection in the City of Oakley on an arterial road that is not signalized. Currently, this intersection operates as a four-way stop and has one lane of traffic in each direction. This project will widen the intersection, construct a new traffic signal, and improve the traffic flows on Laurel Road at Rose Avenue. This project is in conjunction with a private development project that will widen the south side of Laurel Road to the east; and the City of Oakley’s Capital Improvement Project (CIP 196) which will widen the north side of Laurel Road from Rose Avenue to Mellowood Drive. This project will be designed in FY 2016/17, followed up with the construction in FY 2017/18. **Total Budget- \$150,000 (\$150,000 TIF)**

***Project #192, Traffic Signal Modernization Project***– Traffic operations and public safety have become one of the more important issues for the community. Staffs from both Public Works and the Police Department are continually working to improve the traffic operations on City streets. This project will replace some of the older internal components of the City's traffic signal systems which will allow better and more coordinated traffic signal operations. **Total Budget- \$175,000 (\$175,000 TIF)**

***Project #193, Public Works Operations Building Rehabilitation Project***- This project will rehabilitate an existing building that will be used as the operation center for the Public Works Department. The Public Works operations corporation yard currently occupies a part of the Civic Center campus behind the Amphitheater and Park. Once the Public Works operations center has moved to the rehabilitated building, the existing area used for the corporation yard will be improved and paved for a parking lot. **Total Budget- \$100,000 (\$100,000 Facility Fund)**

***Project #194, Oakley Recreation Center Project*** – The City of Oakley is growing and the demands for recreation facilities are increasing. The current facility at the former Moura property on O'Hara Avenue is no longer a practical option to serve the recreation needs of the community. This project will provide the community with a modern and functional recreation facility, with an accompanying turf area (ballfield). Over all phases, the new facility will provide the City with room to program a wide range of recreation services in one location. This project will be constructed in phases as funding becomes available. The first phase of the project would be designed in FY 2016/17 with

construction of the turf area planned during 2016/17, followed by phase 1 building construction in FY 2017/18. **Total Budget- \$4,664,000 (\$4,000,000 General Capital Fund), (\$450,000 Park Impact Fee), and (\$214,000 Grant)**

***Project #195, Bridgehead Road Pump Station Rehabilitation Project-*** The pump station under the railroad bridge on Bridgehead Road was built by the County decades ago and has not received formal preventative maintenance since the roadway was transferred to the City after incorporation. This past winter, the pumps broke down, and will need to be operational for the next rainy season. This project will rehabilitate the pump station and install new pumps in preparation of the winter months and rainy season. The new pumps will be maintained on a regular schedule to ensure their long term performance. **Total Budget- \$45,000 (\$45,000 Stormwater Fund)**

***Project #196, Laurel Road Widening (Rose Avenue to Mellowood Drive) Project-*** This section of Laurel Road between Rose Avenue and Mellowood Drive is a narrow 2 lane road that does not accommodate the traffic demands of the community. Laurel Road is a major Arterial street in Oakley, and a direct connection to Highway 4. This section of Laurel Road has not been widened or improved due to the lack of Right of Way. The City was successful in acquiring the Right of Way needed for this road, and plans to design the project and relocate the utilities in FY 2016/17. Construction of the roadway widening project is scheduled for FY 2017/18. This project is in conjunction with CIP#191 which will reconstruct the intersection of Laurel Road/Rose Avenue. **Total Budget- \$120,000 (\$120,000 TIF)**




City of Oakley  
 FY 2016/17 Project Summary  
 Capital Improvement Program for Fiscal Years 2016/17 to 2020/21


FY 16/17 Proposed Revenues												
	General Capital Projects	Main Street Fund	TIF	Measure J	Gas Tax	Stormwater Fund	2012 Bond Benefit	Facility Fund	Community Park Fund	Park Impact Fee	Grant	
FY 15/16 Fund Balance	\$ 46,250	\$ 44,855	\$ 1,086,260	\$ 183,316	\$ 87,143	\$ 902,997	\$ 166,561	\$ 203,000	\$ 500,000	\$ 877,254	\$ -	
FY 16/17 Revenues	\$ 4,300,000	\$ 150,000	\$ 1,200,000	\$ 547,375	\$ 799,233	\$ 462,000	\$ 63,600	\$ 50,000	\$ 1,000,000	\$ 452,800	\$ 214,000	
FY 16/17 Operational Expenditures	\$ 98,646	\$ 4,000	\$ 96,646	\$ 204,110	\$ 583,738	\$ 664,894	\$ -	\$ 27,000	\$ -	\$ 4,000	\$ -	
FY 16/17 CIP Staff Labor Charges	\$ 97,454	\$ -	\$ 281,967	\$ 194,451	\$ 167,081	\$ 212,642	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Available for Capital Projects	\$ 4,050,150	\$ 190,855	\$ 1,907,647	\$ 332,130	\$ 135,547	\$ 487,461	\$ 230,161	\$ 226,000	\$ 1,500,000	\$ 1,326,054	\$ 214,000	

FY 16/17 Proposed Expenditures													
#	Project	FY 16/17 Total	General Capital Fund	Main Street Fund	TIF	Measure J	Gas Tax	Stormwater Fund	2012 Bond Benefit	Facility Fund	Community Park fund	Park Impact Fee	Grant
165	Main Street Realignment Project	\$ 1,200,000		\$ 150,000	\$ 700,000	\$ 300,000	\$ 50,000						
176	Oakley Community Park Project	\$ 550,000									\$ 550,000		
177	Bethel Island Road Culvert Rehabilitation Project	\$ 90,000						\$ 90,000					
179	FY 2016/17 Street Repair and Resurfacing Project	\$ 700,000			\$ 700,000								
181	FY 2016/17 Curb, Gutter, & Sidewalk Repair and Reconstruction Project	\$ 100,000	\$ 50,000				\$ 50,000						
182	FY 2016/17 Frontage Gap Closure Project	\$ 150,000							\$ 150,000				
183	FY 2016/17 Storm Drain Improvement Project	\$ 100,000						\$ 100,000					
184	FY 2016/17 Traffic Calming Project	\$ 50,000			\$ 50,000								
185	FY 2016/17 Street Restriping Project	\$ 50,000							\$ 50,000				
186	West Cypress Road Bridge at Contra Costa Canal Reconstruction Project	\$ 10,000						\$ 10,000					
187	Main Street Bridge at Contra Costa Canal Rehabilitation Project	\$ 10,000						\$ 10,000					
189	Piper Lane Drainage Channel Trash Capture Device Project	\$ 200,000						\$ 200,000					
191	Laurel Road/Rose Avenue Intersection Improvement Project	\$ 150,000			\$ 150,000								
192	FY 2016/17 Traffic Signal Modernization Project	\$ 175,000			\$ 175,000								
193	Public Works Operations Building Rehabilitation Project	\$ 100,000								\$ 100,000			
194	Oakley Recreation Center Project	\$ 4,664,000	\$ 4,000,000									\$ 450,000	\$ 214,000
195	Bridgehead Road Pump Station Rehabilitation Project	\$ 45,000						\$ 45,000					
196	Laurel Road Widening (Rose Avenue to Mellowood Drive ) Project	\$ 120,000			\$ 120,000								
00	Total	\$ 8,250,000	\$ 4,050,000	\$ 130,000	\$ 1,895,000	\$ 300,000	\$ 100,000	\$ 455,000	\$ 200,000	\$ 100,000	\$ 530,000	\$ 450,000	\$ 214,000
	Remaining Unassigned Balances		\$ 150	\$ 40,855	\$ 12,647	\$ 32,130	\$ 35,547	\$ 32,461	\$ 30,161	\$ 126,000	\$ 950,000	\$ 876,054	\$ -

## Completed Projects in FY 2015/16

PROJECT LOCATIONS	
A Marsh Creek Pedestrian Bridge Project	H Curb, Gutter, and Sidewalk Repair and Reconstruction Project
B East Cypress Road Widening Project	I Frontage Improvement Gap Closure Project
C Cypress, Rose & Big Break Pavement Rehabilitation Project	J Storm Drain Improvement Project
D Main Street Resurfacing Bridgehead to Big Break	K ORB Building Rehabilitation Project
E Hwy 160 & Main St. Interchange Gateway Monument Sign Project	L Dry Utility Construction at 1530 Neroly Road Project
F Street Repair and Resurfacing Project	M Police Department Building Reconstruction Project
G Street Restriping Project	

 <p style="text-align: center; margin-top: 10px;"><b>A. Marsh Creek Pedestrian Bridge Project</b></p>	<div style="background-color: #cccccc; text-align: center; padding: 5px; font-weight: bold;">Marsh Creek Pedestrian Bridge Project</div> <p style="margin-top: 10px;">This Project consisted of a multi-use trail connection and the installation of a prefabricated pedestrian bridge over Marsh Creek located east of Marsh Creek Glen Park at Hill Avenue. The pedestrian bridge is an integral connection from the park to the Marsh Creek Regional Trail that runs along the east side of the creek and connects to various trail systems within the community.</p>
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 <p style="text-align: center; margin-top: 10px;"><b>B. Cypress Road Widening Project</b></p>	<div style="background-color: #cccccc; text-align: center; padding: 5px; font-weight: bold;">East Cypress Road Widening Project</div> <p style="margin-top: 10px;">This project widened the north side East Cypress Road to its ultimate configuration between 850 feet east of Frank Hengel Way to Machado Lane. The project included the construction of a landscaped median, pavement widening to accommodate two westbound lanes and bike lanes, curb, gutter, and sidewalks.</p>
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**C. Cypress, Big Break & Rose Pavement Rehabilitation Project**

**Cypress, Big Break & Rose Pavement Rehabilitation**

This project included the rehabilitation and resurfacing of West Cypress Road, Big Break Road, and Rose Avenue. Rehabilitation included repairing failed areas through dig outs, adding a leveling course, and a rubberized asphalt overlay. These roads were rough and uneven which required the leveling course that provided strength to the roadway and an even surface for the overlay. New striping was installed on all the streets, delineating clear driving lanes and providing better visibility.



**D. Main Street Resurfacing Bridgehead Rd. to Big Break Rd.**

**Main St. Resurfacing Bridgehead Rd. to Big Break Rd.**

This project included the rehabilitation and resurfacing of Main Street from Bridgehead Rd. to Big Break Rd. Rehabilitation included repairing old and failed asphalt areas through a series of dig outs and the Cold in Place Recycling (CIR) process, and finally a rubberized asphalt overlay. The project included construction of a landscaped median island and directional sign at the Bridgehead and Main intersection. Using the CIR process, the City saved approx. \$400,000 and diverted about 15,000 tires from landfills using the rubberized overlay. New striping was installed along Main Street delineating clear driving lanes and providing better visibility.



**E. Hwy 160 & Main St. Interchange Gateway Monument Sign**

**Hwy 160 & Main St. Interchange Monument Sign**

This project included the rehabilitation of the unimproved areas between the freeway off-ramps at the Highway 160 and Main Street interchange entering the City of Oakley. The areas are owned by Caltrans and were never improved. This project enhanced those areas by clearing the existing vegetation and installing new irrigation, large trees, shrubs, and plants that provide a more aesthetically pleasing entrance into Oakley. A Gateway Monument Sign was installed to highlight the new featured entrance.





**F. Street Repair and Resurfacing Project**

### Street Repair and Resurfacing Project

This project included the rehabilitation and resurfacing of various neighborhood streets through a series of dig-outs, crack sealing, slurry sealing, pavement overlays and removal and replacement of the asphalt surface on streets where it had failed. This project focused on the residential streets and neighborhood south of Oakley Road, west of Empire Avenue and east of Main Street, between Bernard Road and Honey Lane. This project not only improved the quality of the streets, but also enhanced the quality of life for the residents.



**G. City Street Restriping Project**

### Street Restriping Project

This project restriped Main Street from Big Break Road to Delta Road. The scope of work included repainting centerlines, crosswalks, edge lines and legends that have faded over the years. The new striping provides safer traffic operations in the community and is one of the key goals for the Police and Public Works Departments.



**H. Curb, Gutter, & Sidewalk Repair and Reconstruction Project**

### Curb, Gutter, & Sidewalk Repair & Reconstruction

This project included the repair and replacement of damaged/uplifted sidewalks or curb and gutter throughout the City of Oakley. This project helped eliminate future trip and fall hazards and provides safe streets and sidewalks for pedestrians in the community. Tree roots are a major cause of sidewalk uplifts and this project targeted some of the worst areas in the City where the tree roots damaged the concrete beyond any temporary repair. Additionally, this project works in coordination with the adopted 50-50 Cost Share Program that helps the property owners in dealing with concrete curb, gutter, and sidewalk related problems.



**I. Frontage Improvement Gap Closure Project**

### Frontage Improvement Gap Closure Project

This project consisted of frontage improvements along the west side of Main Street, approximately 150 feet south of Almondtree Lane to Bernard Road. The frontage improvements included new sidewalk, pavement widening, curb, gutter, storm drain, driveways and street lights. These improvements closed the gap between the existing frontage improvements at the Pompei Nursery to the Heartwood Estates Subdivision.



**J. Storm Drain Improvement Project**

### Storm Drain Improvement Project

This project installed storm drain inlets and a pipe system on West Bolton Road to address a chronic flooding problem that the residents of West Bolton Road and the students who walk to Gehringer Elementary School face in the rainy season.



**K. ORB Building Rehabilitation Project**

### ORB Building Rehabilitation Project

This project rehabilitated the Oakley Recreation Building (ORB) by repairing door locks and light fixtures; replaced bathroom vinyl floor and painted the exterior doors and window frames that were faded due to sun exposure.



**L. Dry Utility Construction at 1530 Neroly Road**

### **Dry Utility Construction at 1530 Neroly Road**

This project brought dry utilities (Electric, Gas, Telephone, Cable TV) to the property line on Empire Avenue. The City of Oakley owns several parcels of land at the intersection of Neroly Road and Empire Avenue in front of the Diamond Hills Athletic Club that are marketed for sale. One of these parcels is located at the south side of the driveway to the Diamond Hills Athletic Club along Empire Avenue (the official address is 1530 Neroly Road).



**M. Police Department Building Reconstruction**

### **Police Department Building Reconstruction**

This Project included the remodeling of the building adjacent to City Hall to create additional space for the Police Department. This remodeling project created office space and auxiliary space for various Police functions. It connected the existing Police building to the newly remodeled space and provides a functional facility for operations of the new Oakley Police Department.

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## **INTERNAL SERVICE FUNDS**

### **Program Costs and Revenues**

The City's Internal Service Funds are used to establish reserves for equipment and vehicle replacement, and for capital facilities maintenance and replacement. The revenues recommended in the Budget are primarily transfers in from the General Fund, although there are small amounts estimated each year for insurance/salvage recoveries and interest earnings. The funds transferred from the General Fund come partially from taxes, and partially from fees and other revenues.

### **Program Description**

The City charges all of its departments for a share of the funds determined each year, according to City policies, necessary to keep the reserves for equipment and vehicle replacement and for capital facilities maintenance and replacement appropriately funded; and the proceeds are transferred to these Internal Service Funds. Asset replacement and significant facilities maintenance costs are then paid for by these funds.

### **Staffing Summary**

Staff time related to asset replacement activities and accounting for these funds is charged to the funds.

### **Program Objectives**

The Equipment and Vehicle Replacement Fund budget includes expenditures to replace and outfit 3 patrol cars, replace the park and recreation van, replace 10 workstations, upgrade network servers and software.

The Capital Facilities Maintenance and Replacement Fund budget includes expenditures for repairs to the Oakley Recreation Building and for City Council Chambers repairs.

### **Program Changes**

No program changes.



**FUND 501                      EQUIPMENT REPLACEMENT FUND**

**Revenues**

Transfers in	\$100,000
Salvage Values	\$ 5,000
Interest	<u>\$ 1,000</u>
Total Revenues	<u>\$106,000</u>

**Expenditures**

Vehicles	\$105,000
Vehicle Equipment	\$ 45,000
P&R passenger van	\$ 35,000
Exchange Server upgrade	\$ 14,056
VM Server upgrade	\$ 6,450
VMWare Horizon	\$ 21,354
Workstations	\$ 15,000
Interfund Charges	<u>\$ 2,500</u>
Total Expenditures	<u>\$244,360</u>

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Est. Accum Depr BOY	3,061	3,081	3,101	3,121	3,141
Est. New Depreciation	250	250	250	250	250
Est. Deletions (Replaced assets)	(230)	(230)	(230)	(230)	(230)
<b>Est. Accum Depr EOY</b>	<b>3,081</b>	<b>3,101</b>	<b>3,121</b>	<b>3,141</b>	<b>3,161</b>
Net additions to reserve (including interest, asset sales, and insurance recoveries)	106	205	205	255	265
Reserve Bal BOY	1,491	1,355	1,307	1,259	1,261
Equipment Replacements/ Expenditures	(242)	(253)	(253)	(253)	(253)
<b>Reserve Bal EOY</b>	<b>1,355</b>	<b>1,307</b>	<b>1,259</b>	<b>1,261</b>	<b>1,273</b>
Target @ 50% Accum Depr.	1,541	1,550	1,560	1,570	1,580

BOY= Beginning of the year

EOY=End of the year

<b>PLANNED REPLACEMENTS FOR 2016-2017</b>			
<b>Description</b>	<b>Quantity</b>	<b>Estimated Cost/Unit*</b>	<b>Total Estimated Cost</b>
Patrol Vehicles	3	\$35,000	\$105,000
Patrol Vehicle Equip.	3	\$15,000	\$45,000
Passenger Van (P&R)	1	\$35,000	\$35,000
Exchange Server Upgrade	1	\$14,056	\$14,056
VM Server & Software	1	\$27,804	\$27,804
Workstations	10	\$1,500	\$15,000
<b>Totals</b>			<b>\$ 241,860</b>

*\*Amounts shown include equipment and installation/implementation costs.*

## **FUND 502            CAPITAL FACILITIES MAINTENANCE & REPLACEMENT FUND**

### **Revenues**

Transfers in	<u>\$50,000</u>
Total Revenues	<u>\$50,000</u>

### **Expenditures**

City Council Chambers	\$ 25,000
Oakley Recreation Bldg.	\$100,000
Interfund Charges	<u>\$ 2,000</u>
Total Expenditures	<u>\$ 127,000</u>

Fund Balances in Fund 502 are projected to be \$203,000 at July 1, 2016; and Staff believes that amount is sufficient to meet the policy target of enough to pay for 5 years' estimated costs.

## **AGENCY FUNDS**

### **Program Costs and Revenues**

The Agency Funds included below contain the Principal, Interest, and administrative costs associated with debt issued by City Assessment Districts. All of these costs are supported by special assessments. No General Fund support is required or anticipated, and they are not backed by the full faith and credit of the City. They are secured only by the assessments.

### **Program Description**

The City currently has two Assessment District debts outstanding:

- The 2004-1 Assessment District Bond. It was issued to acquire infrastructure assets in the Cypress Grove and Live Oak Ranch areas, and is being repaid from special assessments levied on property owners in the two developments.
- The 2006-1 Assessment District Bond. It was issued to acquire infrastructure assets in the Magnolia Park and Riata areas, and is being repaid from special assessments levied on property owners in the two developments.

### **Staffing Summary**

No staffing is permanently allocated to managing these funds; however the Finance Department ensures the City complies with financial reporting requirements and interfaces with contracted administrators, trustees, bond counsel, rating agencies, and others in meeting the Agency's bond covenants. The City hires NBS Financial to administer its assessments and Wells Fargo as trustee and Fiscal Agent.

### **Program Objective**

The primary operating objectives for the City remain unchanged for fiscal year 2016-2017: to ensure the assessment and collection of the assessments, to make the debt service payments, oversee the services provided by the contractors, and ensure the preparation of all required public reporting.

### **Program Changes**

No program changes.

**2004-1 ASSESSMENT DISTRICT DEBT**

**Fund 621**

<b>ESTIMATED REVENUES</b>		
Assessment Revenues	Interest Income	Total Revenues
\$1,155,112	\$5,000	\$1,160,112

<b>PROPOSED EXPENDITURES</b>			
Principal	Interest	Administration	Total Expenditures
\$390,000	\$746,412	\$23,700	\$1,160,112

**DEBT LISTING:**

2004-1 AD	Cypress Grove/Live Oak	17,150,000
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**REMAINING DEBT SERVICE:**

Fiscal Year	Principal	Interest	Total Debt Service
2016-17	\$390,000	\$746,412	\$1,136,412
2017-18	\$405,000	\$724,794	\$1,129,794
2018-19	\$430,000	\$701,563	\$1,131,563
2019-20	\$450,000	\$676,644	\$1,126,644
2020-21	\$485,000	\$649,572	\$1,134,572
Other Years	\$10,635,000	\$5,053,600	\$15,688,600
<b>Totals</b>	<b>\$12,795,000</b>	<b>\$8,552,585</b>	<b>\$21,347,585</b>

**2006-1 ASSESSMENT DISTRICT DEBT  
FUND 622**

<b>ESTIMATED REVENUES</b>		
Assessment Revenues	Interest Income	Total Revenues
\$760,000	\$500	\$760,500

<b>PROPOSED EXPENDITURES</b>			
Principal	Interest	Administration	Total Expenditures
\$265,000	\$491,783	\$23,000	\$779,783

**DEBT LISTING:**

2006-1 AD	Magnolia Park/Riata	\$11,460,000
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**REMAINING DEBT SERVICE:**

<b>Fiscal Year</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Debt Service</b>
2016-17	\$265,000	\$491,783	\$756,783
2017-18	\$280,000	\$478,158	\$758,158
2018-19	\$290,000	\$463,907	\$753,907
2019-20	\$305,000	\$449,033	\$754,033
2020-21	\$320,000	\$433,408	\$753,408
Other Years	\$8,125,000	\$3,866,266	\$11,991,266
<b>Totals</b>	<b>\$9,585,000</b>	<b>\$6,182,555</b>	<b>\$15,767,555</b>

## 10 YEAR PLAN

The 10 Year Plan is the City's tool for evaluating our success in ensuring service sustainability. It is organized by revenue type and function; and includes an indication of the general character of the revenues and expenditures shown as either recurring or one-time in nature.

For purposes of the 10 Year Plan, if a revenue class is likely to be recurring for a period of 5 years or more, we treat it as recurring. This includes certain development related fees that can be, as current times prove, less predictable. For instance, building permit revenue will always exist, but it is more sensitive to economic changes than property taxes. In accordance with the City's Financial Policies, the Plan is based on what we believe are reasonable, conservative assumptions.

As always, since the Plan includes both general purpose and special purpose (assigned) revenues, it's important to reiterate that while the City may fund eligible programs with both restricted and unrestricted funds, its policy is to apply restricted funds to such programs first, followed by general purpose revenues if necessary. Reviewing this is important in order to establish in general the reason the rollover balances (excluding reserves) for assigned revenues are smaller in the Plan.

Overall, the Plan is intended to help us see where we are succeeding in achieving service sustainability and where we must improve, and it should be reviewed with this goal in mind. In particular, loans, transfers, and subsidies are shown separately and should be examined to determine and consider why they are necessary or desirable, if they should continue over the long-term, or whether these funds are better allocated to higher priorities.

### **Staff's Conclusions and Recommendations**

The Plan included on the following pages confirms that from a service sustainability perspective, the Preliminary Budget is structurally balanced, and it provides a look forward at how, with discipline, it can remain that way.

Certainly, the City's near-term position is improved when compared to recent years, and although there is still a backlog of restoration to accomplish, the near term Plan for Fiscal Year 2016-2017 helps in moving that restoration forward.

The transition to a mostly in-house Police Department was completed in Fiscal Year 2014-15, and as a result, during the 10 Year Period, a more aggressive approach to keeping police staffing on pace with new development is possible, as well as continuing the gradual restoration of other services.

The General Fund reserve balance remains healthy, and in compliance with the City's policy of at least 20% of expenditures. The Plan shows its balance increasing gradually over the 10 year period, adjustments during the period are to be expected and projected in the Plan, even at 10 years out, the reserve balance remains above 20%.

Lastly it is useful to remind ourselves, especially in improving times: developing a "Plan" that remains in balance can be more easily resolved in the math, while the work to ensure the organization remains positioned to actually stay in balance requires both vigilance and discipline.

(10 Year Plan attached.)

General															(Dollars in Thousands)	
Description	Character	Actual	Actual	Actual	Amended	Proposed									Total	
		12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	15/16-23/24
<b>General Purpose Revenues</b>																
Property Taxes	Recurring	1,914	1,941	\$2,364	\$2,579	\$2,708	\$2,843	\$2,986	\$3,135	\$3,292	\$3,456	\$3,629	\$3,810	\$4,001	\$4,201	29,860
PT in Lieu of VLF	Recurring	1,793	1,927	2,317	\$2,504	\$2,629	2,760	2,898	3,043	3,196	3,355	3,523	3,699	3,884	4,078	25,105
State Prop 1A Loan/Repayment w/2% int.	On Occasion	473														0
Sales & Use Tax	Recurring	1,617	1,521	1,506	\$1,693	\$1,755	1,860	1,953	2,051	2,154	2,261	2,374	2,493	2,618	2,749	16,902
Motor Vehicle In-Lieu Fees	Recurring	19	16	16	\$16	\$15	16	17	17	18	19	20	21	22	23	143
Trans. Occupancy Tax (TOT)	Recurring	196	195	196	\$200	\$200	210	221	232	243	255	268	281	295	310	1,910
Real Property Transfer Tax	Recurring	137	147	152	\$150	\$150	158	165	174	182	191	201	211	222	233	1,432
Franchise Fees	Recurring	1,115	1,230	1,298	\$1,293	\$1,375	1,444	1,516	1,592	1,671	1,755	1,843	1,935	2,032	2,133	13,130
Business License Tax	Recurring	107	111	119	110	\$110	112	114	117	119	121	124	126	129	131	944
Traffic Fines	Recurring	155	130	119	\$128	\$117	123	129	135	142	149	157	165	173	182	1,117
Interest Income	Recurring	21	58	119	130	\$130	130	130	130	130	130	130	130	130	130	1,040
<b>Subtotal General Purpose</b>		<b>7,547</b>	<b>7,276</b>	<b>8,206</b>	<b>8,803</b>	<b>9,189</b>	<b>9,656</b>	<b>10,129</b>	<b>10,626</b>	<b>11,147</b>	<b>11,694</b>	<b>12,269</b>	<b>12,872</b>	<b>13,505</b>	<b>14,170</b>	<b>91,583</b>
<b>Fee/Reimbursement Revenues</b>																
Building Permits/Plan Check/Rental Inspections	Recurring	816	939	883	822	836	957	985	1,015	1,045	1,077	1,109	1,142	1,177	1,212	8,167
Engineering Fees	Recurring	10	22	27	21	16	17	18	19	19	20	21	23	24	25	153
Planning Fees	Recurring	11	13	12	8	9	9	10	10	11	11	12	13	13	14	86
Law Enforcement Fees/Reimbursement Revenues	Recurring	27	45	50	38	56	58	59	61	63	65	67	69	71	73	498
Recreation Fees	Recurring	71	73	67	37	59	62	65	68	72	75	79	83	87	92	563
City Admin Fees	Recurring	306	338	308	261	275	279	279	280	281	282	283	284	285	286	2,244
Interfund Cost Recoveries (operations)	Recurring	5,359	4,942	5,498	5,602	5,847	6,281	6,741	7,272	7,837	8,438	9,065	9,718	10,399	11,109	61,198
Interfund Cost Recoveries (charging grant funds)	one-time	21	17	17	3											0
Other Miscellaneous Fees & Charges	Rec & one-time	107	153	308	99	105	108	111	115	118	122	125	129	133	137	934
<b>Subtotal Fee/Reimbursement Revenues</b>		<b>6,728</b>	<b>6,542</b>	<b>7,170</b>	<b>6,891</b>	<b>7,203</b>	<b>7,770</b>	<b>8,269</b>	<b>8,840</b>	<b>9,447</b>	<b>10,091</b>	<b>10,762</b>	<b>11,461</b>	<b>12,189</b>	<b>12,947</b>	<b>73,843</b>
<b>Total General Operating Revenues</b>		<b>14,275</b>	<b>13,818</b>	<b>15,376</b>	<b>15,694</b>	<b>16,392</b>	<b>17,426</b>	<b>18,398</b>	<b>19,466</b>	<b>20,594</b>	<b>21,785</b>	<b>23,031</b>	<b>24,333</b>	<b>25,694</b>	<b>27,117</b>	<b>165,426</b>
<b>Release of Dutch Slough Fund Balance Reserves</b>	one-time	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>559</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>559</b>
<b>Proceeds from the Sale of Property</b>	one-time			<b>10</b>	<b>453</b>											
<b>Total Sources of Funds</b>		<b>14,275</b>	<b>13,818</b>	<b>15,386</b>	<b>16,147</b>	<b>16,951</b>	<b>17,426</b>	<b>18,398</b>	<b>19,466</b>	<b>20,594</b>	<b>21,785</b>	<b>23,031</b>	<b>24,333</b>	<b>25,694</b>	<b>27,117</b>	<b>165,985</b>



General															(Dollars in Thousands)	
Description	Character	Actual	Actual	Actual	Amended	Proposed									Total	
		12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	15/16-23/24
<b>Department Expenses</b>																
City Council	Recurring	62	57	61	62	61	65	64	68	67	72	71	75	74	79	544
Elections	Recurring	17	0	14	0	83	0	90	0	97	0	106	0	117	0	376
City Manager	Recurring	381	403	434	448	445	467	491	515	541	568	596	626	657	690	4,249
Economic Development	Recurring	153	147	194	212	223	234	246	258	271	285	299	314	329	346	2,129
Community Outreach	Recurring	66	92	125	117	92	97	101	107	112	117	123	129	136	143	879
Human Resources	Recurring	32	23	66	81	198	208	218	229	241	253	265	279	293	307	1,891
Maintenance Custodial	Recurring	46	48	65	78	57	60	63	66	69	73	76	80	84	88	544
City Clerk	Recurring	234	220	234	248	255	268	281	295	310	325	342	359	377	396	2,435
Finance	Recurring	527	541	616	664	659	692	727	763	801	841	883	927	974	1,022	6,293
Information Technology	Recurring	214	222	232	242	253	266	279	293	308	323	339	356	374	392	2,416
Public Safety	Recurring	7,168	7,445	7,915	8,029	7,729	8,915	9,591	10,071	10,804	11,345	11,912	12,507	13,133	13,789	82,874
City Attorney	Recurring	214	203	141	204	257	270	283	298	312	328	344	362	380	399	2,454
Animal Control	Recurring	191	194	198	222	223	234	246	258	271	285	299	314	329	346	2,129
Community Development	Recurring	299	326	339	365	367	385	405	425	446	468	492	516	542	569	3,505
Building Inspection	Recurring	616	472	367	456	454	477	501	526	552	579	608	639	671	704	4,335
Code Enforcement/Rental Inspections	Recurring	40	105	264	347	377	396	416	436	458	481	505	530	557	585	3,600
Public Works/Engineering	Recurring	1,106	857	887	1,140	1,169	1,227	1,289	1,353	1,421	1,492	1,567	1,645	1,727	1,814	11,163
Public Works Maintenance	Recurring	97	109	162	185	211	222	233	244	256	269	283	297	312	327	2,015
Recreation	Rec & one-time	330	378	445	510	577	606	636	668	701	736	773	812	852	895	5,510
Parks	Recurring	378	372	528	531	546	573	602	632	664	697	732	768	807	847	5,214
<b>Department Expenditures:</b>		<b>12,171</b>	<b>12,214</b>	<b>13,287</b>	<b>14,141</b>	<b>14,236</b>	<b>15,662</b>	<b>16,760</b>	<b>17,505</b>	<b>18,703</b>	<b>19,537</b>	<b>20,616</b>	<b>21,536</b>	<b>22,725</b>	<b>23,740</b>	<b>139,341</b>
<b>Non-Departmental Expenses</b>																
Other Non-Departmental Expenses	Recurring	416	477	494	693	1,008	1,048	1,090	1,134	1,179	1,226	1,275	1,326	1,380	1,435	9,288
Equipment Replacement (exp & reserve)	Recurring	280	249	50	100	100	110	120	130	140	150	160	170	180	190	1,080
Capital Facilities Mtc & Replacement (exp & reserve)	Recurring	0	0	26	50	50	50	50	50	50	50	50	50	50	50	400
Interim Needs/Contingency	Recurring	11	162	138	162	769	343	365	380	404	421	442	461	485	505	3,585
Amount charged to Departments	Recurring	(909)	(904)	(819)	(1,173)	(1,458)	(1,552)	(1,625)	(1,694)	(1,773)	(1,847)	(1,928)	(2,007)	(2,094)	(2,179)	(13,884)
<b>Total Non-Department Expend.</b>		<b>(202)</b>	<b>(16)</b>	<b>(111)</b>	<b>(168)</b>	<b>469</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>469</b>
<b>Total Expenditures</b>		<b>11,969</b>	<b>12,198</b>	<b>13,176</b>	<b>13,973</b>	<b>14,705</b>	<b>15,662</b>	<b>16,760</b>	<b>17,505</b>	<b>18,703</b>	<b>19,537</b>	<b>20,616</b>	<b>21,536</b>	<b>22,725</b>	<b>23,740</b>	<b>139,810</b>
<b>Net General Operating Revenue (Expense)</b>		<b>2,306</b>	<b>1,620</b>	<b>2,210</b>	<b>2,174</b>	<b>2,246</b>	<b>1,765</b>	<b>1,638</b>	<b>1,961</b>	<b>1,891</b>	<b>2,248</b>	<b>2,415</b>	<b>2,797</b>	<b>2,969</b>	<b>3,378</b>	
<b>Transfers and Loans</b>																
Transfers to Active Roadway Maintenance Programs	recurring	(43)	(44)	(100)	(795)	(200)	(200)	(275)	(350)	(375)	(450)	(525)	(600)	(600)	(600)	(2,975)
Transfer to Reserve for Roadway Maintenance	one-time			(75)	(150)	(150)	(200)	(275)	(350)	(350)	(450)	(525)	(600)	(600)	(600)	(2,900)
Transfers to Main Street Fund	recurring	(25)	(25)	(100)	(150)	(150)	(200)	(275)	(350)	(375)	(450)	(525)	(600)	(600)	(600)	(2,925)
Transfers to General Capital Projects Fund	recurring	0	0	(18)		0	(200)	(200)	(200)	(200)	(200)	(200)	(200)	(200)	(200)	(1,400)
Loans to Public Facilities Fee Fund/Repayments	one-time	(75)	(75)		(130)	(45)	0	0	0	0	0	0	0	0	0	(45)
<b>Total Transfers</b>		<b>(143)</b>	<b>(144)</b>	<b>(293)</b>	<b>(1,225)</b>	<b>(545)</b>	<b>(800)</b>	<b>(1,025)</b>	<b>(1,250)</b>	<b>(1,300)</b>	<b>(1,550)</b>	<b>(1,775)</b>	<b>(2,000)</b>	<b>(2,000)</b>	<b>(2,000)</b>	<b>(10,245)</b>
<b>Use of Fund Balance</b>																
For General Fund One Time uses	one-time	(224)		(1,490)	(600)	(559)										
Transfer to General Capital Projects Fund	one-time	0	(272)	(1,140)	(400)	(4,000)										
Economic Development Loans	one-time		(400)	(275)												
Assign fund balance for additional police																
Land acquisition					(1,420)											
Anticipated Sales Tax Allocation Correction	one-time		(45)													
<b>Total Net Sources (Uses) of Funds</b>		<b>1,939</b>	<b>759</b>	<b>(988)</b>	<b>(1,471)</b>	<b>(2,858)</b>	<b>965</b>	<b>613</b>	<b>711</b>	<b>591</b>	<b>698</b>	<b>640</b>	<b>797</b>	<b>969</b>	<b>1,378</b>	

Description	General Character	(Dollars in Thousands)														
		Actual 12/13	Actual 13/14	Actual 14/15	Amended 15/16	Proposed 16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	
<b>Summary of Recurring and One-Time Amounts</b>																
<b>Recurring Activities Summary</b>																
Revenues		13,781	13,801	15,358	15,691	16,392	17,426	18,398	19,466	20,594	21,785	23,031	24,333	25,694	27,117	
Expenditures/ Including Transfers and Loans		12,016	12,250	13,452	15,065	15,205	16,462	17,785	18,755	20,003	21,087	22,391	23,536	24,725	25,740	
Revenues over (under) Expenditures		<b>1,765</b>	<b>1,551</b>	<b>1,907</b>	<b>626</b>	<b>1,187</b>	<b>965</b>	<b>613</b>	<b>711</b>	<b>591</b>	<b>698</b>	<b>640</b>	<b>797</b>	<b>969</b>	<b>1,378</b>	
<b>One-Time Activities Summary</b>																
Revenues/Loan Repayments		494	(383)	(248)	456	559	0	0	0	0	0	0	0	0	0	
Expenditures/ Including Transfers and Loans		96	409	2,647	1,683	4,604	0	0	0	0	0	0	0	0	0	
Revenues over (under) Expenditures		<b>398</b>	<b>(792)</b>	<b>(2,895)</b>	<b>(1,227)</b>	<b>(4,045)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Recurring and One-Time</b>		<b>2,163</b>	<b>759</b>	<b>(988)</b>	<b>(601)</b>	<b>(2,858)</b>	<b>965</b>	<b>613</b>	<b>711</b>	<b>591</b>	<b>698</b>	<b>640</b>	<b>797</b>	<b>969</b>	<b>1,378</b>	
															<b>Total 15/16-23/24</b>	
<b>Assigned Revenues/Police</b>																
State COPS Grant (SLESF)(F151)	one-time	114	117	114	100	100	100	100	100	100	100	100	100	100	100	800
P-6 Police Services Assessments	Recurring	2,857	3,058	3,338	3,308	3,693	4,019	4,366	4,778	5,218	5,689	6,178	6,687	7,217	7,767	40,629
School Resource Officer Grant	one-time	55	55	55	55	55	55	55	55	55	55	55	55	55	55	440
Police Equip./Traffic Grants	one-time															0
<b>Subtotal Assigned Police Revenues</b>		<b>3,026</b>	<b>3,230</b>	<b>3,507</b>	<b>3,463</b>	<b>3,848</b>	<b>4,174</b>	<b>4,521</b>	<b>4,933</b>	<b>5,373</b>	<b>5,844</b>	<b>6,333</b>	<b>6,842</b>	<b>7,372</b>	<b>7,922</b>	<b>41,869</b>
															<b>180</b>	
															<b>180</b>	
															<b>200</b>	
															<b>200</b>	
															<b>200</b>	
															<b>200</b>	
															<b>200</b>	
															<b>200</b>	
<b>Restricted Police Expenditures</b>																
State COPS Grant (SLESF)	one-time	114	117	100	100	100	100	100	100	100	100	100	100	100	100	800
P-6 Supported Police Services	Recurring	2,857	3,058	3,303	3,308	3,693	4,019	4,366	4,778	5,218	5,689	6,178	6,687	7,217	7,767	40,629
School Resource Officer Grant	one-time	55	55	55	55	55	55	55	55	55	55	55	55	55	55	440
Police Equip./Traffic Grants	one-time															0
<b>Subtotal Restricted Police Expenditures</b>		<b>3,026</b>	<b>3,230</b>	<b>3,458</b>	<b>3,463</b>	<b>3,848</b>	<b>4,174</b>	<b>4,521</b>	<b>4,933</b>	<b>5,373</b>	<b>5,844</b>	<b>6,333</b>	<b>6,842</b>	<b>7,372</b>	<b>7,922</b>	<b>41,869</b>
<b>Rollover Balances*</b>																
		<b>0</b>	<b>0</b>	<b>49</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Description	General Character	(Dollars in Thousands)														Total 15/16-23/24
		Actual 12/13	Actual 13/14	Actual 14/15	Amended 15/16	Proposed 16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	
<b>Parks, Landscaping &amp; Lighting Revenues</b>																
Community Parks (F132)	Recurring	1,115	1,132	1,110	1,085	1,165	1,233	1,302	1,372	1,444	1,517	1,591	1,667	1,745	1,824	11,290
<i>Loan from General Fund, if necessary</i>	<i>one-time</i>															0
Street Lighting (F133)	Recurring	201	206	216	213	223	233	244	254	264	275	285	295	305	316	2,072
<i>Transfer in from Gas Tax Fund</i>	<i>one-time</i>	162	156	71	121	102	120	126	134	142	151	161	173	185	198	1,109
Neighborhood Parks (F170-195)	Recurring	1,908	1,962	2,260	2,033	2,255	2,364	2,476	2,591	2,710	2,833	2,959	3,089	3,223	3,361	21,278
<b>Total Parks, Landscaping &amp; Lighting Revenues</b>		<b>3,386</b>	<b>3,456</b>	<b>3,657</b>	<b>3,452</b>	<b>3,745</b>	<b>3,949</b>	<b>4,147</b>	<b>4,351</b>	<b>4,560</b>	<b>4,775</b>	<b>4,997</b>	<b>5,224</b>	<b>5,458</b>	<b>5,699</b>	<b>35,749</b>
<b>Parks, Landscaping &amp; Lighting Expenditures</b>																
Community Parks	Recurring	818	891	878	1,141	1,170	1,229	1,290	1,354	1,422	1,493	1,568	1,646	1,729	1,815	11,172
<i>Repay General Fund Loans</i>	<i>one-time</i>	0	88	44												0
Street Lighting	Recurring	348	337	378	374	321	337	354	372	390	410	430	452	474	498	3,065
Neighborhood Parks	Recurring	1,640	1,740	1,773	1,787	2,020	2,121	2,227	2,338	2,455	2,578	2,707	2,842	2,984	3,134	19,289
<b>Total Parks, Landscaping &amp; Lighting Expenditures</b>		<b>2,806</b>	<b>3,056</b>	<b>3,073</b>	<b>3,302</b>	<b>3,511</b>	<b>3,687</b>	<b>3,871</b>	<b>4,064</b>	<b>4,268</b>	<b>4,481</b>	<b>4,705</b>	<b>4,940</b>	<b>5,187</b>	<b>5,447</b>	<b>33,527</b>
<b>Rollover Balances</b>																
Community Parks (Including Loans & Reserves)		955	1,196	1,428	1,372	1,367	1,371	1,383	1,400	1,422	1,445	1,469	1,490	1,506	1,515	
Street Lighting (Including Reserves)		149	174	83	43	47	63	79	95	111	127	143	159	175	191	
Neighborhood Parks (Including Reserves)		4,675	4,897	5,384	5,630	5,865	6,108	6,357	6,610	6,865	7,120	7,372	7,618	7,857	8,084	
<b>Roadway Maintenance Revenues</b>																
Gas Tax Revenues (F140)	Recurring	835	1,084	1,082	1,196	799	839	881	925	971	1,020	1,071	1,124	1,180	1,240	7,630
Measure J Revenues (F148)	Recurring	913	510	509	513	554	582	611	641	673	707	742	780	819	859	5,290
Transfers in from the General Fund		68	69	1,165	895	300	400	550	700	750	900	1,050	1,200	1,200	1,200	5,850
General Fund Transfers to the Street Maintenance Reserve Fund				75	75	150										
Streets Related Grants					1,029											
<b>Total Roadway Maintenance Revenues</b>		<b>1,816</b>	<b>1,663</b>	<b>2,831</b>	<b>3,708</b>	<b>1,803</b>	<b>1,821</b>	<b>2,042</b>	<b>2,266</b>	<b>2,395</b>	<b>2,627</b>	<b>2,863</b>	<b>3,104</b>	<b>3,199</b>	<b>3,299</b>	<b>18,770</b>
<b>Roadway Maintenance Expenditures</b>																
Gas Tax Expenditures for roadway repairs & maintenance	Recurring	303	425	470	464	708	394	755	791	829	869	909	952	996	1,041	6,207
<i>Transfer to Street Lighting Fund</i>	<i>one-time</i>	(162)	(156)	(71)	(121)	(102)	(120)	(126)	(134)	(142)	(151)	(161)	(173)	(185)	(198)	(1,109)
<i>Used for Capital Projects (for new or expanded roadways)</i>	<i>one-time</i>	(308)	(496)	(342)	(503)	(325)	(325)									(325)
Measure C/J Expenditures for roadway repairs & maintenance	Recurring	72	76	92	89	254	204	611	641	673	707	742	780	819	859	4,613
<i>Used for Capital Projects (for new or expanded roadways)</i>	<i>one-time</i>	(417)	(468)	(724)	(550)	(300)	(375)									(675)
Use of General Fund Transfers	<i>one-time</i>	358	98	1,240	2,349		400	550	700	750	900	1,050	1,200	1,200	1,200	5,550
Use of Street Maintenance Reserves				0												
<b>Total Roadway Maintenance Expenditures &amp; Transfers</b>		<b>1,620</b>	<b>1,719</b>	<b>2,939</b>	<b>4,076</b>	<b>1,364</b>	<b>1,818</b>	<b>2,042</b>	<b>2,266</b>	<b>2,395</b>	<b>2,627</b>	<b>2,863</b>	<b>3,104</b>	<b>3,199</b>	<b>3,299</b>	<b>18,478</b>
<b>Rollover Balances</b>																
		<b>1,453</b>	<b>1,397</b>	<b>1,289</b>	<b>921</b>	<b>1,360</b>	<b>1,363</b>	<b>1,363</b>	<b>1,363</b>	<b>1,363</b>	<b>1,363</b>	<b>1,363</b>	<b>1,363</b>	<b>1,363</b>	<b>1,363</b>	

General															(Dollars in Thousands)	
Description	Character	Actual	Actual	Actual	Amended	Proposed									Total	
		12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	15/16-23/24
<b>Drainage and Stormwater Revenues</b>																
Community Facilities District Assessments (F110)	Recurring	285	293	297	289	301	310	319	329	339	349	359	370	381	393	2,677
Stormwater Assessments (F145)	Recurring	485	489	501	461	462	476	490	505	520	536	552	568	585	603	4,108
<b>Total Drainage and Stormwater Revenues</b>		<b>770</b>	<b>782</b>	<b>798</b>	<b>750</b>	<b>763</b>	<b>786</b>	<b>809</b>	<b>834</b>	<b>859</b>	<b>885</b>	<b>911</b>	<b>938</b>	<b>967</b>	<b>996</b>	<b>6,785</b>
<b>Drainage and Stormwater Expenditures</b>																
Community Facilities District Drainage Maintenance	Recurring	109	75	344	1,752	183	310	319	329	339	349	359	370	381	393	2,559
Stormwater Program Expenditures	Recurring	378	404	426	-	1,047	476	490	505	520	536	552	568	585	603	4,693
<b>Total Drainage and Stormwater Expenditures</b>		<b>487</b>	<b>479</b>	<b>770</b>	<b>1,752</b>	<b>1,230</b>	<b>786</b>	<b>809</b>	<b>834</b>	<b>859</b>	<b>885</b>	<b>911</b>	<b>938</b>	<b>967</b>	<b>996</b>	<b>7,252</b>
<b>Rollover Balances</b>		<b>2,434</b>	<b>2,737</b>	<b>2,765</b>	<b>1,763</b>	<b>1,296</b>	<b>1,296</b>	<b>1,296</b>	<b>1,296</b>	<b>1,296</b>	<b>1,296</b>	<b>1,296</b>	<b>1,296</b>	<b>1,296</b>	<b>1,296</b>	
<b>Other Grant Revenues</b>																
Recycling Grant	one-time	9	24	10	10	60	0	0	0	0	0	0	0	0	0	60
Oakley Welcoming (You+Me=We)	one-time	66	72	40	78	60	0	0	0	0	0	0	0	0	0	60
Recreation Grants (Misc)	one-time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Vesper Grant</i>	one-time	32	27	19	0	0	0	0	0	0	0	0	0	0	0	0
Urban Forestry Grant	one-time		22													
Measure WW	one-time			405												
<b>Total Other Grant Revenues</b>		<b>107</b>	<b>145</b>	<b>474</b>	<b>88</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>120</b>
<b>Other Grant Expenditures</b>																
Recycling Grant	one-time	9	24	-	15	60	0	0	0	0	0	0	0	0	0	60
Oakley Welcoming (You+Me=We)	one-time	66	72	69	80	60	0	0	0	0	0	0	0	0	0	60
Recreation Grants (Misc)	one-time	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0
<i>Vesper Grant</i>	one-time	32	27	20	21	0	0	0	0	0	0	0	0	0	0	0
Urban Forestry Grant	one-time	0	22													
Measure WW	one-time		111	298												
<b>Total Other Grant Expenditures</b>		<b>107</b>	<b>256</b>	<b>387</b>	<b>131</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>120</b>
<b>Rollover Balances</b>																
Recycling Grant		0	0	10	5	5	5	5	5	5	5	5	5	5	5	
Oakley Welcoming (You+Me=We)		0	0	(29)	(31)	(31)	(31)	(31)	(31)	(31)	(31)	(31)	(31)	(31)	(31)	
Recreation Grants		0	0	0	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	
<i>Vesper Grant</i>		0	0	(1)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	
Urban Forestry Grant		0	0	0	0											
Measure WW			(111)	(4)	(4)											
<b>Qualifying Capital Projects</b>	<i>recurring</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Long-Term Analysis of General Fund Fund Balances**

<b>Restricted Fund Balances:</b>															
For Dutch Slough	559	559	559	559	0	0	0	0	0	0	0	0	0	0	0
For Loans/Interfund Advances Receivable	1,051	1,409	2,217	2,107	2,137	2,122	2,107	2,092	2,077	2,062	2,047	2,047	2,032	2,032	
Receivable for State Prop 1A Loan															
For Termination Payouts	81	118	133	133	133	133	133	133	133	133	133	133	133	133	
Land Held for Resale (4)	2,222	2,222	2,222	2,182	2,182	2,182	2,182	2,182	2,182	2,182	2,182	2,182	2,182	2,182	
Funds held for Redevelopment dispute resolution with State	1,575	1,575													
<b>Unrestricted Fund Balances</b>	5,501	7,702	7,643	6,232	3,375	4,355	4,983	5,709	6,315	7,028	7,683	8,495	9,479	10,872	
as a % of the Next Year's General Fund Expenditures			34%	41%	21%	25%	27%	29%	30%	32%	33%	35%			

- (1) Fund balances are affected by both operations as shown in the 10 Year Plan Projections above and from the repayment of interfund and other loans.  
(2) For the purposes of this analysis, the repayment of interfund loans is planned to occur as soon as practicable.  
(3) For the purposes of this analysis, the land held for resale is acknowledged but the proceeds of sale is not relied upon. A portion of the property is currently in contract to be sold.

## **Definition of Changes and Assumptions for 16/17 and thereafter**

### **General Purpose Revenues**

Property tax and Property Tax in Lieu reflects growth of 6% in 16/17, and 5% thereafter.

Transfer taxes reflect 5% per year in growth.

Sales Tax reflects annual growth of 5%, and a true up of the end of the triple flip

TOT and Business License Tax reflect annual growth of 5%.

Franchise Fees reflect increases anticipated from the new Solid Waste Franchise Agreement and annual growth of 5%.

Traffic Fines reflect annual growth of 5%.

Interest Income is expected to rise as interest rates rise, but are estimated at today's low levels to maintain conservatism.

P-6 revenue growth is based on projected subdivision activity ; annual growth in per Officer costs charged by the County are projected at 5% per year.

Fee/Reimbursement Revenues based on projected activity; Interfund Cost Recoveries are projected to grow 5% per year.

### **Departmental Expenditures**

Administrative Departmental expenses include growth of 5% each year .

Police expenses allow for growth of 5% each year with plans to add additional officers in 17/18 and to add one officer approximately every two years to maintain current staffing ratios.

Recreation expenses include growth of 5% per year .

Public Works/Engineering and Planning are projected to grow 5% per year.

Building/Plan Check, after adjusting for bringing operations in-house, is projected to grow 5% per year.

### **Non-Departmental Expenditures**

Other Non-Departmental Expenses are estimated to grow 5% each year .

Equipment Replacement (exp & reserve) costs are based on expected depreciation of equipment so that equipment can be replaced at the end of their useful lives.

The Facilities Maintenance and Replacement (exp & reserve) costs are included to provide for unfunded expenses anticipated in the upcoming 5 years, as needed.

The General Fund Contingency is approximately 2% of General Fund proposed operating expenses.

The General Fund Contingency is intended to be used for special projects/demands and remains separate from Fund Balances that act as reserves for economic uncertainties.

The amount charged to Departments accounts for the fact that non-departmental costs are allocated and thus already included in the departmental expenditures.

### **Transfers and Loans**

*Where included, transfers to Roadway Maintenance Programs reflect the ongoing need to augment street maintenance with General Fund transfers.*

*Where included, transfers to fund the Reserve for Roadway Maintenance are set aside during good times so that maintenance activities can be sustained during recessionary periods.*

*Where included, transfers to the Main Street Fund reflect the ongoing need to fund the maintenance and enhancement of its major gateways and arterials.*

*Loans to Community Parks for current operations are included as necessary to cover community park shortfalls until assessments are sufficient to balance the budget.*

### **Use of Fund Balance Reserves**

*Release and use of Dutch Slough Reserves. The City has reserves of approximately \$559,000 for Dutch Slough parks. Fiscal Year 16/17 shows the amount to be appropriated.*

### **Assigned Revenues**

P-6 revenues are projected to grow with development and per officer costs: New Development is now projected at 180 units in 15/16, 200 units in 16/17 and 17/18, and 250 per year thereafter.

The growth in officer costs is being projected at 5% per year.

Parks revenues are estimated to grow with development and include adjustments of 3% each year for inflation on those portions subject to inflation factors.

Use of park asset replacement reserves are appropriations of fund balance for use, as needed, and are excluded from the projections.

Roadway Maintenance revenues are estimated to grow with development, and when possible will include additional transfers from the General Fund.

Transfers of Gas Tax funds to Street Lighting are shown to continue, even with development. This largely is a reflection of the expectation that utility costs will grow faster than the assessment.

Transfers of Gas Tax and Measure C/J revenues to capital projects are shown only to the extent reflected in the current Capital Improvement Plan, and afterwards are discontinued. This reflects

the expectation that 5 years from now, more funds will need to be available for street maintenance and less for capital improvements.

Drainage and Stormwater assessment revenues are projected to grow 3% per year.

### **Assigned Expenditures**

Community Parks expenditures are limited to growth of 5% per year in order to continue repaying the General Fund loan and adequately funding its reserve for Resurfacing and Equipment Replacement.

As more of our community parks are at least several years old, starting in 14/15, an additional amount has been added to each year for the use of equipment replacement reserves.

Street Lighting expenditures are estimated to grow at 5% annually to reflect increased costs from CPI and development.

Neighborhood Parks and Landscape Maintenance revenues are projected to be spent in the year received, after funding replacement reserves, as appropriate.

As more of our neighborhood parks are at least several years old, starting in 14/15, an additional amount has been added to each year for the use of equipment replacement reserves.

Other than maintaining a small fund balance for cash flow purposes, Gas Tax and Measure C funds are projected to be spent in full in the year received.

Other than maintaining a small fund balance for cash flow purposes, Drainage and Stormwater funds are projected to be spent in full in the year received.

### **Grants**

Grants are not included in the budget until actually approved by the Grantor, and accordingly are not projected beyond the current year.

## CONTRACTS ANALYSIS

Contractor	Services		Funding Summary	
Contra Costa County Sheriff	Dispatch	\$500,000	General Fund – Taxes	\$500,000
	Forensics and Other Support Services	\$153,500	P-6 Special Taxes	\$54,500
			Annual State COPS Grant (Supplemental Law Enforcement Services Funds)	\$99,000
	<b>Total</b>	<b>\$653,500</b>	<b>Total Contract</b>	<b>\$653,500</b>
County Animal Services	Animal Control	\$222,649	General Fund-Taxes	\$222,649
County Library	Augmented Library Services	\$18,521	General Fund- Taxes	\$18,521
Antai Network Services	Information Services	\$164,900	General Fund-Taxes 65%	\$107,185
			Cost Recoveries 35%	\$57,715
			<b>Total Contract</b>	<b>\$164,900</b>
Dean Hurney Inspection Svcs	Plan Check/ ADA	\$82,000	General Fund – Permit Fees	\$82,000
Bear Electrical	Signal Maintenance	\$50,000	Gas Tax	\$50,000
	Street Light Maintenance	\$25,000	Lighting Assessments	\$25,000
Cole Management and Engineering	Public Works Inspection Services	\$65,000	Capital Improvement Funds	\$65,000
East Bay Construction Co.	Parks and Landscaping Maintenance	\$311,200	Landscape Assessments	\$311,200

Contractor	Services		Funding Summary	
TerraCare Landscape Co.	Parks and Landscaping Maintenance	\$594,500	Landscape Assessments	\$594,500
Commercial Support Services	Park Maintenance Services	\$58,910	Landscape Assessments	\$58,910
KB Security	Cameras and Video Surveillance	\$25,000	Landscape Assessments	\$25,000
Cota Cole & Associates	Legal Services	\$190,000	General Fund Taxes Capital Projects and/or Other Funds Successor Agency <b>Total Contract</b>	\$150,000 \$25,000 \$15,000 <b>\$190,000</b>
Municipal Pooling Authority of Northern California	Insurance and Claims Administration	\$530,430	General Fund Taxes 65% Cost Recoveries 35% <b>Total Contract</b>	\$344,780 \$185,650 <b>\$530,430</b>
Paychex	Payroll Processing	\$19,000	General Fund Taxes 65% Cost Recoveries 35% <b>Total Contract</b>	\$12,350 \$6,650 <b>\$19,000</b>
Shine House Cleaning	Janitorial & Building Maintenance	\$50,000	General Fund Taxes 65% Cost Recoveries 35% <b>Total Contract</b>	\$32,500 \$17,500 <b>\$50,000</b>

## APPROPRIATIONS LIMIT

The passage of Propositions 4 and 111 defined the basis for an annual appropriation limit for state and local entities. The limit is applicable to the spending of taxes, as defined in the Constitution and in State Proposition 4/111 implementation Guidelines. Fees and voter approved special taxes are exempted. The Limit is recalculated each year and applied to appropriations subject to the limit. The calculation of the Limit allows for increases proportional to increases in population and growth in the State per capita income, and/or growth in commercial and industrial assessed values. The City's Limit for fiscal year 2016-2017 is \$10,100,590.

<b>CITY OF OAKLEY APPROPRIATIONS LIMIT CALCULATION FOR FISCAL YEAR 2016-2017</b>
------------------------------------------------------------------------------------------

<i>Beginning Limit ( FY 2015-2016):</i>	\$9,459,079
<i>Per Capita Income Growth Factor</i>	X1.0537
<i>Higher of:</i>	
<i>County Population Growth Factor or City Population Growth Factor</i>	<u>x1.0134</u>
<i>Limit ( FY 2016-2017):</i>	<u>\$10,100,590</u>

*This year the City population factor was higher than the County population factor. By adopting the calculated limit above, the Council is taking action as required under the constitution to select the City Population Growth Factor for the FY 2016-2017 calculation.*



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## GLOSSARY OF BUDGET TERMINOLOGY

<b>Appropriation:</b>	An authorization by the City Council to make expenditures and to incur obligations for a specific purpose within a specific time frame.
<b>Assessed Value:</b>	The value placed on real estate or other property by the County Assessor as a basis for levying ad valorem (rate based) property tax.
<b>Assessment District:</b>	A defined area of land that is benefited by the acquisition, construction or maintenance of a public improvement. An assessment is levied and collected on the regular property tax bill to fund the improvements.
<b>Audit:</b>	Scrutiny of the City's accounts by an independent auditing firm to determine whether the City's financial statements are fairly presented in conformity with generally accepted accounting principles. An independent audit is performed annually.
<b>Available Beginning Fund Balance:</b>	Unencumbered resources available in a fund from the prior fiscal year after payment of prior fiscal year expenditures.
<b>Bond:</b>	Capital raised by issuing a written promise to pay a specified sum of money, called the face value or principal amount, with interest at predetermined intervals.
<b>Budget:</b>	A financial plan, usually for a one or two year period, listing an estimate of recommended expenditures and the recommended means of financing them.
<b>Capital Improvement Plan (CIP):</b>	The five-year financial plan for capital improvements, including considerations for related debt service and future ongoing maintenance. The CIP is adopted in a separate document and updated annually.

<b>Deficit:</b>	An excess of expenditures over revenues (resources).
<b>Department:</b>	An organizational unit comprised of divisions or functions. It is the basic unit of service responsibility encompassing a broad mandate of related activities.
<b>Expenditure:</b>	The actual payment for goods and services.
<b>Fiscal Year (FY):</b>	The period designed by the City for the beginning and ending of financial transactions. The City of Oakley fiscal year begins July 1st and ends June 30th of the following year.
<b>Full-Time Equivalent (FTE):</b>	The amount of time a regular full or part-time position has been budgeted for in terms of the amount of time an employee works in a year.
<b>Gas Tax:</b>	Administered by the State Board of Equalization, this is an 18-cent per gallon tax on fuel used to propel a motor vehicle or aircraft. Use of the revenue is for research, planning, construction, improvement, maintenance and operation of public streets and highways or public mass transit.
<b>General Fund:</b>	The fund used to account for all financial resources except those required to be accounted for in another fund.
<b>General Fund Taxes:</b>	This is the term in the Budget to describe the City's use of general purpose tax revenue, including primarily: Property Taxes, Property Taxes in lieu of VLF, and Sales Tax.
<b>General Plan:</b>	A policy document that serves as a guideline for future development. California State law requires each city to adopt a General Plan.
<b>Infrastructure:</b>	Facilities on which the continuance and growth of the community depend on such roads, water lines, sewers, public buildings, etc.

**Internal Service Fund (ISF)**

Internal service funds account for the financing of goods and services provided by one department to another department on a cost-reimbursement basis. In Oakley, we have ISF's that serve as sinking funds for the future replacement of vehicles and equipment; and for repairs and replacements for facilities. In each case, the costs are supported by charges to departmental operating budgets.

**Lighting and Landscaping District:**

The City has established a separate District to manage and fund the maintenance of the City's Public Landscaping, Community Parks, Street Lighting, and Neighborhood Parks. Each activity is accounted for in a separate fund and budgets are established yearly as part of the District's activities. Detailed breakdowns of estimated revenues and expenditures are provided in a required engineer's report. Costs are funded by landscape assessments levied in each zone, and as necessary, subsidies or loans from other eligible funds.

**Measure J:**

In 2004, voters approved Measure J, extending a previously approved Countywide ½ cent sales tax measure for transportation related purposes. The original Measure (Measure C) included a provision that 18% of the funds are returned to local agencies based on an allocation relative population and relative maintained street miles. Expenditures are restricted to the same uses as Gas Tax, but may also be applied to transit improvement and operation, growth management planning and compliance, pedestrian and bicycle trail construction, maintenance and operation parking facility development and transportation efficiency program development and operation (ridesharing, etc.). Measure J continues to be subject to Measure C's growth management component and funds may not be used to replace developer obligations that would otherwise not be publicly funded under jurisdiction policy. Measure J runs until March 2034.

**Motor Vehicle License Fee:**

A State vehicle license fee imposed on motorists for the privilege of operating a motor vehicle on the public highways.

<b>Police Services Tax:</b>	A voter approved special tax levied by the City and collected at the same time and in the same manner as property taxes that is used exclusively for Public Safety.
<b>Property Tax:</b>	Property Tax is imposed on real property (land and permanently attached improvements) and tangible personal property located within the City. Proposition 13 set the basic property tax at one percent of the assessed value of the property, and the limited the assessed value to the cash value at acquisition plus inflation, at no more than 2% per year. Property taxes are shared by all local agencies that provide service to the property. On average, Oakley receives between 5% - 6% of the basic property taxes paid by Oakley property owners.
<b>Property Tax in Lieu of VLF:</b>	In the early 1990's the State levied a local tax on vehicles, in the form of a 2% Motor Vehicle License Fee (see above). The then Governor successfully lobbied the legislature and passed a law allowing a temporary discount on the fee, if the State could afford it. A provision of that law was that the State backfill the lost revenue to the local agencies that resulted (since it was a local tax being reduced). Since then, the State has permanently lowered the Fee, and permanently backfilled it by shifting additional property taxes from their control to each local agency. This separate revenue is referred to as Property Taxes in Lieu of Vehicle License Fees (VLF).
<b>Reserved Fund Balance:</b>	Accounts used to record a portion of the fund balance as legally segregated for a specific use or not available for appropriation.
<b>Resolution:</b>	A special order of the City Council, requiring a majority vote, which has a lower legal standing than an ordinance.
<b>Revenue:</b>	Income received by the City.
<b>Salaries and Benefits:</b>	A budget category, which generally accounts for full time and temporary employees, overtime and all employee benefits, such as medical, dental and pension costs

<b>Successor Agency:</b>	With the dissolution of the Oakley Redevelopment Agency on February 1, 2012, the City elected to become the Successor Agency to the Redevelopment Agency, responsible for preserving and administering its non-housing related assets, paying and ensuring performance of its obligations, and for complying with the new law that requires the unimpeded winding down of the prior Redevelopment Agency's affairs.
<b>Successor Housing Agency:</b>	With the dissolution of the Oakley Redevelopment Agency on February 1, 2012, the City elected to become the Successor Housing Agency, accepting the prior Redevelopment Agency's housing related assets and related housing responsibilities.
<b>Taxes:</b>	Compulsory charges levied by a government for the purpose of financing services performed for the common benefit.
<b>Transient Occupancy Tax (TOT):</b>	A 10% tax imposed on travelers who stay in temporary lodging facilities within the City. Also referred to as a Hotel/Motel Tax.
<b>Unassigned Balances</b>	The City established a policy in fiscal year 2012-2013 that in its special purpose funds, it would budget not only anticipated revenues, but also projected remaining available fund balances. The unassigned balance amount budgeted in any fund is the amount of available funds (revenues and available fund balances) that have not yet been assigned a specific current year purpose.



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# 5-Year Capital Improvement Program

For Fiscal Years 2016/17 to 2020/21

Recommended

**OAKLEY**



**CALIFORNIA**



**City of Oakley**  
**FY 2016/17 Project Summary**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

FY 16/17 Proposed Revenues												
	General Capital Projects	Main Street Fund	TIF	Measure J	Gas Tax	Stormwater Fund	2012 Bond Benefit	Facility Fund	Community Park Fund	Park Impact Fee	Grant	
FY 15/16 Fund Balance	\$ 46,250	\$ 44,855	\$ 1,086,250	\$ 183,316	\$ 87,143	\$ 902,997	\$ 166,561	\$ 203,000	\$ 500,000	\$ 877,254	\$ -	
FY 16/17 Revenues	\$ 4,200,000	\$ 150,000	\$ 1,200,000	\$ 547,375	\$ 799,223	\$ 462,000	\$ 63,600	\$ 50,000	\$ 1,000,000	\$ 452,800	\$ 214,000	
FY 16/17 Operational Expenditures	\$ 98,646	\$ 4,000	\$ 96,646	\$ 204,110	\$ 583,738	\$ 664,894	\$ -	\$ 27,000	\$ -	\$ 4,000	\$ -	
FY 16/17 CIP Staff Labor Charges	\$ 97,454	\$ -	\$ 281,967	\$ 194,451	\$ 167,081	\$ 212,642	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Available for Capital Projects</b>	<b>\$ 4,050,150</b>	<b>\$ 190,855</b>	<b>\$ 1,907,647</b>	<b>\$ 332,130</b>	<b>\$ 135,547</b>	<b>\$ 487,461</b>	<b>\$ 230,161</b>	<b>\$ 226,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,326,054</b>	<b>\$ 214,000</b>	

FY 16/17 Proposed Expenditures													
#	Project	FY 16/17 Total	General Capital Fund	Main Street Fund	TIF	Measure J	Gas Tax	Stormwater Fund	2012 Bond Benefit	Facility Fund	Community Park fund	Park Impact Fee	Grant
165	Main Street Realignment Project	\$ 1,200,000		\$ 150,000	\$ 700,000	\$ 300,000	\$ 50,000						
176	Oakley Community Park Project	\$ 550,000									\$ 550,000		
177	Bedbel Island Road Culvert Rehabilitation Project	\$ 90,000						\$ 90,000					
179	FY 2016/17 Street Repair and Resurfacing Project	\$ 700,000			\$ 700,000								
181	FY 2016/17 Curb, Gutter, & Sidewalk Repair and Reconstruction Project	\$ 100,000	\$ 50,000				\$ 50,000						
182	FY 2016/17 Frontage Gap Closure Project	\$ 150,000							\$ 150,000				
183	FY 2016/17 Storm Drain Improvement Project	\$ 100,000						\$ 100,000					
184	FY 2016/17 Traffic Calming Project	\$ 50,000			\$ 50,000								
185	FY 2016/17 Street Restriping Project	\$ 50,000							\$ 50,000				
186	West Cypress Road Bridge at Contra Costa Canal Reconstruction Project	\$ 10,000						\$ 10,000					
187	Main Street Bridge at Contra Costa Canal Rehabilitation Project	\$ 10,000						\$ 10,000					
189	Piper Lane Drainage Channel Trash Capture Device Project	\$ 200,000						\$ 200,000					
191	Laurel Road/Rose Avenue Intersection Improvement Project	\$ 150,000			\$ 150,000								
192	FY 2016/17 Traffic Signal Modernization Project	\$ 175,000			\$ 175,000								
193	Public Works Operations Building Rehabilitation Project	\$ 100,000								\$ 100,000			
194	Oakley Recreation Center Project	\$ 4,664,000	\$ 4,000,000									\$ 450,000	\$ 214,000
195	Bridgehead Road Pump Station Rehabilitation Project	\$ 45,000						\$ 45,000					
196	Laurel Road Widening (Rose Avenue to Mellowood Drive ) Project	\$ 120,000			\$ 120,000								
	<b>Total</b>	<b>\$ 8,250,000</b>	<b>\$ 4,050,000</b>	<b>\$ 150,000</b>	<b>\$ 1,895,000</b>	<b>\$ 300,000</b>	<b>\$ 100,000</b>	<b>\$ 453,000</b>	<b>\$ 200,000</b>	<b>\$ 100,000</b>	<b>\$ 550,000</b>	<b>\$ 450,000</b>	<b>\$ 214,000</b>
	Remaining Unassigned Balances		\$ 150	\$ 40,855	\$ 12,647	\$ 32,130	\$ 35,547	\$ 32,461	\$ 30,161	\$ 126,000	\$ 950,000	\$ 876,054	\$ -

**City of Oakley**  
**Funding Summary**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

Funding Source	16/17	17/18	18/19	19/20	20/21	Total
	Traffic Impact Fee	\$ 1,895,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
CFD Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stromwater Fund	\$ 455,000	\$ 50,000	\$ 50,000	\$ 25,000	\$ 25,000	\$ 605,000
Park Impact Fee	\$ 450,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	\$ 1,050,000
Measure J	\$ 300,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,300,000
Gas Tax	\$ 100,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 620,000
Main Street Fund	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ 450,000
Grant	\$ 214,000	\$ 1,900,000	\$ 2,000,000	\$ -	\$ -	\$ 4,114,000
Facility Fund	\$ 100,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 200,000
2012 Bond Benefit	\$ 200,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 400,000
LLD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Capital Fund	\$ 4,050,000	\$ 600,000	\$ 900,000	\$ 1,200,000	\$ 1,300,000	\$ 8,050,000
<b>Total</b>	\$ 7,914,000	\$ 4,555,000	\$ 4,955,000	\$ 3,080,000	\$ 2,980,000	\$ 23,484,000

**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	Main Street Realignment and Improvement Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Streets	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Street realignment and reconstruction	<b>Project Number:</b>	165
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	Yes
<b>Project Description:</b>	This street realignment and reconstruction will improve the traffic flow and safety for motorists and pedestrians in downtown.		
<b>Project Justification:</b>	The downtown visioning project that was completed in 2014 and outlined the future vision and plan for downtown Oakley. Building upon the success of the downtown and Main Street improvements from 2012, this project reconstructs Main Street from Norcross Lane towards 5th Street. The improvements include construction of a new traffic signal at Norcross Lane, new streetscape, new curb gutter and sidewalk and street lighting. The Federal grant for this project provides a great opportunity to improve Main Street and promote the growth and vitality of downtown Oakley. The design of this project began in FY 2015/16 and construction of the project will start in FY 2016/17.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design	\$ 225,000	\$ 175,000					\$ 400,000
Environmental							\$ -
Right of Way		\$ 25,000					\$ 25,000
Construction	\$ 3,000,000	\$ 1,000,000					\$ 4,000,000
Operating Costs							\$ -
<b>TOTAL</b>	<b>\$ 3,225,000</b>	<b>\$ 1,200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,425,000</b>

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee	\$ 800,000	\$ 700,000					\$ 1,500,000
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
General Capital Fund	\$ 300,000						\$ 300,000
Measure J		\$ 300,000					\$ 300,000
Gas Tax		\$ 50,000					\$ 50,000
Stormwater Fund	\$ 250,000						\$ 250,000
2012 Bond Rebate	\$ 64,000						\$ 64,000
Main Street Fund	\$ 350,000	\$ 150,000					\$ 500,000
Grant	\$ 1,461,000						\$ 1,461,000
<b>TOTAL</b>	<b>\$ 3,225,000</b>	<b>\$ 1,200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,425,000</b>

**Comments:** The City is in process of securing a Federal grant, Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) for this project and the funding is in the State Transportation Improvement Program for this project.

**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	Oakley Community Park Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Park	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Park Facility Recreation	<b>Project Number:</b>	176
<b>Project Priority:</b>	Moderate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will design and construct a Community Park at north end of Sellers Road.		
<b>Project Justification:</b>	This project transforms a 55 acre site at the end of Sellers Avenue that was given to the City as part of the development agreements with the Emerson and Gilbert Ranch projects. This 55 acre site has a number of older buildings and facilities related to a dairy farm that has been closed for decades. This project will clean up the site and construct a Community Park that will be a destination point for the community. The first phase of this project is to complete the Environmental Impact Review (EIR) for the site, as well as demolish and remove the old and abandoned buildings. Concurrently the City is actively pursuing and applying to secure funding for the future phases of this project.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 100,000					\$ 100,000
Environmental		\$ 150,000					\$ 150,000
Right of Way							\$ -
Construction		\$ 300,000					\$ 300,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ 550,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Community Park Fund		\$ 550,000					\$ 550,000
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
2012 Bond Benefit							\$ -
Storm drain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ 550,000

Comments:



**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	Bethel Island Road Culvert Rehabilitation Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Street	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Storm Drain Improvement	<b>Project Number:</b>	177
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will repair and rehabilitate an old metal culvert under Bethel Island Road that has rusted and failed.		
<b>Project Justification:</b>	The storm drain infrastructure in rural parts of Oakley is primarily made up of old corrugated metal pipes. These pipes rust over time due to direct contact and exposure to water, causing them to decompose and fail. The options to address these failure problems are, rehabilitation by either lining the pipes, if practical, or full replacement. Staff has determined that the Bethel Island Road 48" metal pipe can be lined, and it will help in the structural integrity and improve the hydraulic capacity of the storm water flow in the pipe without the need for total replacement. This rehabilitation method is the most practical and cost effective in addressing this failure.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design							\$ -
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 90,000					\$ 90,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ 90,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
2012 Bond Benefit							\$ -
Storm drain Fund		\$ 90,000					\$ 90,000
<b>TOTAL</b>	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ 90,000

Comments:

**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	FY 2016/17 Street Repair and Resurfacing Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Street	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Street Repair and Resurfacing	<b>Project Number:</b>	179
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will repair and reconstruct damaged curb, gutter, and sidewalks.		
<b>Project Justification:</b>	Street repair and resurfacing is critical for keeping the quality of the City's street infrastructure in good condition and prevent the necessity of costly reconstruction of streets due to the lack of proper rehabilitation and maintenance. This work not only improves the quality of City streets, but also the quality of life for the community's residents. This project for FY 2016/17 will repair and resurface several areas that need Sierra Crete remediation in the Vintage Parkway Neighborhood.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 60,000					\$ 60,000
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 640,000					\$ 640,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ 700,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee		\$ 700,000					\$ 700,000
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
2012 Bond Benefit							\$ -
Storm drain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ 700,000

Comments:



**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	FY 2016/17 Curb, Gutter, Sidewalk Repair & Reconstruction Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Street	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Curb, Gutter and Sidewalk Reconstruction	<b>Project Number:</b>	181
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will repair and reconstruct damaged curb, gutter, and sidewalk		
<b>Project Justification:</b>	Curb, gutter, and sidewalk areas throughout the City are damaged and uplifted by tree root overgrowth that can create a safety hazard for pedestrians and a liability for the City with trip and fall accidents. As a part of this project, the concrete ADA ramps at street intersections will be inspected and upgraded to the new standards.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design							\$ -
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 100,000					\$ 100,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax		\$ 50,000					\$ 50,000
Developer							\$ -
Grant (see comments)							\$ -
General Capital Fund		\$ 50,000					\$ 50,000
Stormdrain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

Comments:

**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	FY 2016/17 Frontage Gap Closure Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Street	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Street Widening	<b>Project Number:</b>	182
<b>Project Priority:</b>	Moderate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will widen Mercedes Lane across the Oakley Union School District campus towards Laurel Road to provide a right turn lane onto Laurel Road.		
<b>Project Justification:</b>	Mercedes Lane is the main access point to Laurel Elementary School, Oakley Union School District campus, and the adjacent residential neighborhoods. Currently Mercedes Lane has a one-way travel way in the northbound direction from the intersection at Laurel Road. This is congested during morning and afternoon peak periods. This project will widen Mercedes Lane by adding a dedicated right turn lane at the intersection. This will help the traffic flows at this intersection and improve the safety for pedestrians and vehicles.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 15,000					\$ 15,000
Environmental							\$ -
Right of Way							\$ -
Construction			\$ 135,000				\$ 135,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 15,000	\$ 135,000	\$ -	\$ -	\$ -	\$ 150,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
2012 Bond Benefit		\$ 15,000	\$ 135,000				\$ 150,000
Stormdrain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 15,000	\$ 135,000	\$ -	\$ -	\$ -	\$ 150,000

Comments:



**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	FY 2016/17 Storm Drain Improvement Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Street	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Storm Drain	<b>Project Number:</b>	183
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will construct storm drain infrastructure on Brock Lane to eliminate flooding		
<b>Project Justification:</b>	Lack of any storm drain system on Brock Lane has caused chronic flooding for properties at end of this street over the years. This project will construct a self-contained storm drain system that will help in collecting the storm drain run-off and prevent it from impacting the residential properties on this street.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 10,000					\$ 10,000
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 90,000					\$ 90,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
2012 Bond Benefit							\$ -
Storm drain Fund		\$ 100,000					\$ 100,000
<b>TOTAL</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

Comments:

**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	FY 2016/17 Street Restriping Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Street	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Traffic Calming	<b>Project Number:</b>	184
<b>Project Priority:</b>	Moderate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will install traffic calming devices in residential streets		
<b>Project Justification:</b>	The traffic operations in the community has become one of the major issues that the Police and Public Works Departments handle on a regular basis. This project provides funding for the placement of traffic calming features in accordance with the neighborhood traffic calming policy. Various traffic calming requests are being evaluated by staff from the Police and Public Works Departments, and are addressed in collaboration with the residents based on priority and order received.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design							\$ -
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 50,000					\$ 50,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee		\$ 50,000					\$ 50,000
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
2012 Bond Benefit							\$ -
Stormdrain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

Comments:



**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	FY 2016/17 Street Restriping Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Street	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Striping	<b>Project Number:</b>	185
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will restripe streets to provide clear lane delineation		
<b>Project Justification:</b>	This project will restripe various City streets each year to help maintain delineations that are marked for usage by motorists and pedestrians. The work performed under this project focuses on the streets that are not in the plan for resurfacing in the next 2 years, and need the striping for lane delineation (centerline, edge line, crosswalk, pavement marking) to provide safe streets for the community.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design							\$ -
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 50,000					\$ 50,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
2012 Bond Benefit		\$ 50,000					\$ 50,000
Stormdrain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

Comments:

**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	West Cypress Road Bridge at Contra Costa Canal Reconstruction Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Storm Drain	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Bridge Reconstruction	<b>Project Number:</b>	186
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will reconstruct the West Cypress Road bridge across Contra Costa Canal		
<b>Project Justification:</b>	The existing West Cypress Road Bridge that crosses the Contra Costa canal is structurally deficient according to the latest Caltrans inspections and will need to be reconstructed in order to continue to be safe and remain in service. This project will fund the preliminary design and start the process of securing grants that will provide a funding source to design the replacement of this structure.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 10,000					\$ 10,000
Environmental							\$ -
Right of Way							\$ -
Construction							\$ -
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
Other (see comments)							\$ -
Stormdrain Fund		\$ 10,000					\$ 10,000
<b>TOTAL</b>	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000

Comments:



**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	Main Street Bridge at Contra Costa Canal Rehabilitation Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Storm Drain	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Bridge Rehabilitation	<b>Project Number:</b>	187
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will rehabilitate the Main Street bridge across Contra Costa Canal		
<b>Project Justification:</b>	The existing Main Street Bridge that crosses the Contra Costa canal is in need of rehabilitation to protect its structural integrity and keep it off of the Caltrans structurally deficient list. This project will fund the preliminary design of the structural rehabilitation and start the process of securing grants that will fund the design for the improvements needed to rehabilitate this bridge.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 10,000					\$ 10,000
Environmental							\$ -
Right of Way							\$ -
Construction							\$ -
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
Other (see comments)							\$ -
Stormdrain Fund		\$ 10,000					\$ 10,000
<b>TOTAL</b>	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000

Comments:

**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	Piper Lane drainage channel Trash Capture Device Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Storm Drain	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Drainage Improvement	<b>Project Number:</b>	189
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will construct a Trash capture Device at this major drainage channel		
<b>Project Justification:</b>	The Piper Lane drainage channel is one of the major drainage outfalls from the City of Oakley to the Delta which the City is responsible for its maintaining and operating. This is an open channel that flows freely to the Delta. Based on the new permit issued by SF Regional Water Quality Control Board, it cannot convey trash to the open waters of the Delta. Historically, a large amount of trash and debris are transported to the Delta through this channel. This project will construct new trash capture devices at the upstream end of the channel near Vintage Parkway. The trash capture device will stop trash from flowing into the Delta and the City will be in compliance with the SF Regional Water Quality Control Board permit.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 30,000					\$ 30,000
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 170,000					\$ 170,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
Other (see comments)							\$ -
Stormdrain Fund		\$ 200,000					\$ 200,000
<b>TOTAL</b>	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000

Comments:



**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	Laurel Road/Rose Avenue Intersection Improvement Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Street	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Traffic Operations	<b>Project Number:</b>	191
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will improve the traffic flow and operation at this intersection		
<b>Project Justification:</b>	The intersection of Laurel Road and Rose Avenue is a major intersection in the City of Oakley on an arterial road that is not signalized. Currently, this intersection operates as a four-way stop and has one lane of traffic in each direction. This project will widen the intersection, construct a new traffic signal, and improve the traffic flows on Laurel Road at Rose Avenue. This project is in conjunction with a private development project that will widen the south side of Laurel Road to the east; and the City of Oakley's Capital Improvement Project (CIP 196) which will widen the north side of Laurel Road from Rose Avenue to Mellowood Drive. This project will be designed in FY 2016/17, followed up with the construction in FY 2017/18.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 150,000					\$ 150,000
Environmental							\$ -
Right of Way							\$ -
Construction							\$ -
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee		\$ 150,000					\$ 150,000
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
Other (see comments)							\$ -
Stormdrain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000

Comments:

**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	FY 2016/17 Traffic Signal Modernization Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Street	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Traffic Operations	<b>Project Number:</b>	192
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will improve the traffic signal system on major streets in Oakley		
<b>Project Justification:</b>	Traffic operations and public safety have become one of the more important issues for the community. Staff from both Public Works and the Police Department are continually working to improve the traffic operations on City streets. This project will replace some of the older internal components of the City's traffic signal systems which will allow better and more coordinated traffic signal operations.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 25,000					\$ 25,000
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 150,000					\$ 150,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee		\$ 175,000					\$ 175,000
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
Other (see comments)							\$ -
Stormdrain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000

Comments:



**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	Public Works Operations Building Rehabilitation Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Facility	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Facility Operations	<b>Project Number:</b>	193
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will rehabilitate an existing building for use for Public Works Operations.		
<b>Project Justification:</b>	The Public Works Maintenance staff use an area next to the Civic Center Park Park as the corporation yard. This area is not suited for the long term operations and maintenance service center for the Public Works Department. This project will rehabilitate an existing building that will be used as the new operation center and the existing area used for the corporation yard will be improved and paved for a parking lot		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design							\$ -
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 100,000					\$ 100,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Facility Fund		\$ 100,000					\$ 100,000
Other (see comments)							\$ -
Stormdrain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

Comments:

**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	Oakley Recreation Center Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Recreation	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	New building and athletic fields	<b>Project Number:</b>	194
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will design and construct new Recreation buildings and athletic fields.		
<b>Project Justification:</b>	The City of Oakley is growing and the demands for recreation facilities are increasing. The current facility at the former Moura property on O'Hara Avenue is no longer a practical option to serve the recreation needs of the community. This project will provide the community with a modern and functional recreation facility. The new facility will provide the City with room to program a wide range of recreation services in one location. This project will be constructed in phases as funding becomes available. The first phase of the project is going to be designed in FY 2016/17, followed by construction in FY 2017/18.		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 300,000					\$ 300,000
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 2,364,000	\$ 2,000,000				\$ 4,364,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 2,664,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 4,664,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact		\$ 450,000					\$ 450,000
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant		\$ 214,000					\$ 214,000
General Capital Fund		\$ 4,000,000					\$ 4,000,000
Other							\$ -
<b>TOTAL</b>	\$ -	\$ 4,664,000	\$ -	\$ -	\$ -	\$ -	\$ 4,664,000

Comments:



**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b>	Bridgehead Road Pump Station Rehabilitation Project	<b>Project Proponent:</b>	Public Works and Engineering
<b>Project Category:</b>	Storm Drain	<b>Project Manager:</b>	City Engineer
<b>Project Type:</b>	Pump Station	<b>Project Number:</b>	195
<b>Project Priority:</b>	Immediate	<b>In Successor Agency Area:</b>	No
<b>Project Description:</b>	This project will rehabilitate the storm drain pump station on Bridgehead Road.		
<b>Project Justification:</b>	The pump station under the railroad bridge on Bridgehead Road was built by the County decades ago and has not received formal preventative maintenance since the roadway was transferred to the City after incorporation. This past winter, the pumps broke down, and will need to be operational for the next rainy season. This project will rehabilitate the pump station and install new pumps in preparation of the winter months and rainy season. The new pumps will be maintained on a regular schedule to ensure their long term performance		

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design							\$ -
Environmental							\$ -
Right of Way							\$ -
Construction		\$ 45,000					\$ 45,000
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee							\$ -
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Storm Drain Fund		\$ 45,000					\$ 45,000
Other (see comments)							\$ -
Stormdrain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000

Comments:

**City of Oakley**  
**Capital Improvement Project Information Sheet**  
**Capital Improvement Program for Fiscal Years 2016/17 to 2020/21**

<b>Project Title:</b> Laurel Road (Rose Avenue to Mellowood Drive) Widening Project	<b>Project Proponent:</b> Public Works and Engineering
<b>Project Category:</b> Street	<b>Project Manager:</b> City Engineer
<b>Project Type:</b> Street Widening	<b>Project Number:</b> 196
<b>Project Priority:</b> Immediate	<b>In Successor Agency Area:</b> No
<b>Project Description:</b> This project will widen north side of Laurel Road between Rose Avenue and Mellowood Drive	
<b>Project Justification:</b> This section of Laurel Road between Rose Avenue and Mellowood Drive is a narrow 2 lane road that does not accommodate the traffic demands of the community. Laurel Road is a major Arterial street in Oakley, and a direct connection to Highway 4. This section of Laurel Road has not been widened or improved due to the lack of Right of Way. The City was successful in acquiring the Right of Way needed for this road, and plans to design the project and relocate the utilities in FY 2016/17. Construction of the roadway widening project is scheduled for FY 2017/18. This project is in conjunction with CIP#191 which will reconstruct the intersection of Laurel Road/Rose Avenue	

**PROJECT FINANCING DETAILS**

Project Expenditures	15/16	16/17	17/18	18/19	19/20	20/21	Total
Planning & Design		\$ 120,000					\$ 120,000
Environmental							\$ -
Right of Way							\$ -
Construction							\$ -
Operating Costs							\$ -
<b>TOTAL</b>	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000

Project Funding	15/16	16/17	17/18	18/19	19/20	20/21	Total
Traffic Impact Fee		\$ 120,000					\$ 120,000
L&L District							\$ -
Public Facilities							\$ -
Park Impact							\$ -
Redevelopment							\$ -
Measure J							\$ -
Gas Tax							\$ -
Developer							\$ -
Grant (see comments)							\$ -
Other (see comments)							\$ -
Stormdrain Fund							\$ -
<b>TOTAL</b>	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000

Comments: