

**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**

**Tuesday, May 10, 2016  
6:00 p.m.  
Oakley City Council Chambers  
3231 Main Street, Oakley, CA**

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

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

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

A complete packet of information containing staff reports and exhibits related to each item is available for public review prior to an Oakley City Council and/or City Council Acting as 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.)**

**SPECIAL CITY COUNCIL MEETING**

REGULAR JOINT MEETING OF THE OAKLEY CITY COUNCIL/OAKLEY CITY COUNCIL ACTING AS THE SUCCESSOR  
AGENCY TO THE OAKLEY REDEVELOPMENT AGENCY HELD TUESDAY, MAY 10, 2016

**Tuesday, May 10, 2016  
6:00 p.m.  
Oakley City Council Chambers  
3231 Main Street, Oakley, CA**

## 1.0 OPENING MATTERS

- 1.1 Call to Order and Roll Call of the Oakley City Council**
- 1.2 Pledge Allegiance to the Flag**
- 1.3 Remarks by Mayor Kevin Romick and Chief of Police Chris Thorsen**
- 1.4 Swearing in Ceremony for the Oakley Police Officers**

## 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 ADJOURN TO RECEPTION

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

**Tuesday, May 10, 2016  
6:30 p.m.  
Oakley City Council Chambers  
3231 Main Street, Oakley, CA**

## 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 (Emma Torres, Laurel Elementary School Student)**
- 1.3 **Proclamation recognizing [Eagle Scout Kyle Korsten](#)**
- 1.4 **Proclamation recognizing May as [Motorcycle Safety Awareness Month](#) (Councilmember Randy Pope)**
- 1.5 **Proclamation Recognizing May 15-21 as [Public Works Week](#) (Kevin Rohani, Public Works Director/City Engineer)**

## **2.0 PUBLIC COMMENTS**

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

## **3.0 CONSENT CALENDAR**

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

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

- 3.1 **[Approve the Minutes](#) of the Regular Joint Oakley City Council/Oakley City Council Acting as the Successor Agency to the Oakley Redevelopment Agency Meeting held April 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)

4.0 PUBLIC HEARINGS-None

5.0 REGULAR CALENDAR-None

6.0 REPORTS

**6.1 CITY MANAGER**

(a) City Manager

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

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

(b) Requests for Future Agendas

## 7.0 WORK SESSIONS

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

7.2 Work Session on [Donation Bins, Sea/Storage Containers, and Residential Front Yard Improvements](#) (Ken Strelo,/Senior Planner)

## 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

*Proclamation*  
*Honoring Kyle Korsten*  
*Eagle Scout Recipient*

**WHEREAS**, the City of Oakley, a place for families in the heart of the Delta, takes pride in its sense of community and citizen involvement; and

**WHEREAS**, the vision of the Boy Scouts of America is to prepare every eligible youth in America to become responsible, participating citizens and leaders, who are guided by the Scout Oath and Law; and

**WHEREAS**, Kyle Korsten is a member of Boy Scout Troop 298, he received the rank of Eagle Scout on March 24, 2016 and his Court of Honor will be held in August; and

**WHEREAS**, this is the highest award a scout can receive; few boys move up through the ranks of scouting and only about 2% make it all the way to Eagle; and

**WHEREAS**, the Boy Scouts of America encourage Eagle Scout candidates to complete worthy projects to improve their neighborhoods, their community and the region; and

**WHEREAS**, for his community service project, Kyle directed a large group of volunteers to create a compost storage bin for the Future Farmers of America at Liberty High School; and

**WHEREAS**, Kyle earned 22 merit badges, had 68 nights of camping, 108 miles hiked and 112 service hours; and

**WHEREAS**, Kyle has also worked summers as a staff member at Camp Wolfeboro in the high Sierras, passing along his skills to a new generation of scouts and is looking forward to working there again this summer after graduation; and

**WHEREAS**, Kyle's persistent progress through the ranks to achieve this prestigious award demonstrates his determination to prepare himself for a meaningful, productive role in society.

**NOW, THEREFORE, BE IT RESOLVED** that I, Kevin Romick, Mayor of the City of Oakley, do hereby honor Kyle Korsten of Boy Scout Troop 298 on his achievement of attaining the rank of Eagle Scout, the highest rank in Boy Scouts.

Dated: May 10, 2016

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Kevin Romick, Mayor

# **Proclamation**

**May 2016**

## **Motorcycle Awareness Month**

**WHEREAS**, motorcycle riding is a popular form of recreation and efficient transportation for more than 850,000 people in California; and

**WHEREAS**, it is important that all vehicles be aware of one another and learn to Share the Road and practice courtesy; and

**WHEREAS**, the safety hazards created by automobile operators who have not been educated to watch for motorcycles on the streets and highways of Oakley are of prime concern to motorcyclists; and

**WHEREAS**, it is especially important that the citizens of Oakley be aware of motorcyclists on the streets and highways and recognize the importance of motorcycle safety; and

**WHEREAS**, American Brotherhood Aimed Toward Education (ABATE) of California is an organization that is actively promoting safe operation, increased rider training and increased motorist awareness of motorcycles; and

**WHEREAS**, it is important to recognize the need for awareness on the part of all drivers, especially with regard to sharing the road with motorcycles, and to honor the many contributions motorcyclists make to the communities in which they live and ride.

**NOW THEREFORE, BE IT RESOLVED THAT** I, Kevin Romick, Mayor of the City of Oakley on behalf of the Oakley City Council does hereby declare May, 2016 as **MOTORCYCLE AWARENESS MONTH** in Oakley and urges motorcycle riders and automobile drivers to follow the rules of the road so that all citizens will remain safe.

May 10, 2016

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Kevin Romick, Mayor



## National Public Works Week May 15-21, 2016

*Whereas, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of Oakley; and*

*Whereas, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from state and local units of government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and*

*Whereas, it is in the public interest for citizens, civic leaders and children to gain knowledge of and to maintain a progressive interest and understand the importance of public works and public works programs in their respective communities; and*

*Whereas the year 2016 marks the 56<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association.*

*Now, Therefore, Be It Resolved that I, Kevin Romick, Mayor of the City of Oakley, on behalf of the City Council, do hereby proclaim the week of May 15-21, 2016 as "National Public Works Week" in the City of Oakley, and encourage all residents to recognize the contributions of public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our health, safety, welfare and quality of life.*

May 10, 2016

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Kevin Romick, Mayor



**Minutes of the Regular Joint Meeting of the Oakley City Council/Oakley City Council  
acting as the Successor Agency to the Oakley Redevelopment Agency  
April 26, 2016**

**1.0 OPENING MATTERS**

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

**1.1 Call to Order and Roll Call**

Mayor Kevin Romick called the meeting to order at 6:30p.m. in the Oakley City Council Chambers located at 3231 Main Street, Oakley, California. Doug Hardcastle, Sue Higgins, Vanessa Perry, Randy Pope and Kevin Romick were present.

**1.2 Pledge of Allegiance to the Flag (Joseph Fray, Laurel Elementary School Student)**

Joseph Fray, a student from Laurel Elementary School led the Pledge of Allegiance.

**1.3 Proclamation recognizing April as Sexual Assault Awareness Month**

Mayor Romick read the proclamation.

**1.4 Presentation of Graduating class from the 2016 Oakley Entrepreneur Training Program**

Dwayne Dalman, Economic Development Manager, introduced Jeff Hall, the instructor of the class.

Jeff Hall thanked the Council for inviting him to Oakley to deliver this program; he then gave an overview of what the class is all about.

Dwayne Dalman mentioned that there were nine graduates from the 2016 Oakley Entrepreneur training Program; Monica Borrego, Casey Quist, Michael Maeda and Drew Robinson who were in attendance, gave a personalized account of what the class meant to them and their business.

**1.5 Update from Michael Krieg, Appointee to the Contra Costa Mosquito Abatement & Vector Control District**

Michael Krieg mentioned that the Contra Costa Mosquito Abatement & Vector Control District is a Public Health Agency that started about nine years ago, he gave an update on the financial status, where they are with the Environmental Impact Report and where we stand with concerns with West Niles Virus and the Zika Virus.

**1.6 Presentation by Contra Costa Council on Homelessness**

Jaime Jenett gave a presentation on Homelessness in the community, she presented a PowerPoint and gave an overview of the 2015 data and mentioned that there were about 3700 homeless people in 2015, she discussed available services and ways to help. She mentioned that the Antioch shelter has closed and there is a big need in East County for a multi-service center.

Councilmembers asked questions and Ms. Jenett responded.

## 2.0 PUBLIC COMMENTS

### Online Comment Forms-None

#### Public Comment Cards

Arnold Fitzpatrick Jr, appointee to the Contra Costa Library Council Commission provided an update to the Councilmembers and mentioned that the County Librarian has turned in her letter of resignation and will be leaving at the end of May, he mentioned several cities in the County are planning new libraries, he also reported that Oakley has a measure on the June ballot for a new library.

Dawn Morrow mentioned her concerns with the quality of life her in Oakley, she mentioned her concerns with having a train stop here in Oakley, she also mentioned that she is disappointed that there are no public spaces available for public art and that she would like to see bike lanes and walking paths that can get families across town.

## 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 12, 2016 (Kim Carmody, Records Management Clerk)**

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

- 3.2 Approve the Minutes of the Special Oakley City Council Community Wide Strategic Planning Meeting held April 19, 2016 (Kim Carmody, Records Management Clerk)**
- 3.3 Adopt a Resolution Authorizing the City Manager to Execute an Agreement for Services with REM to Provide Contract Maintenance Services for Trash Capture Devices for the City of Oakley Annually from July 1, 2016 through June 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)**
- 3.4 Adopt a Resolution Authorizing the City Manager to Execute an Agreement for Services with Dillon Electric, Inc. to Provide Contract Electrical Maintenance and Repair Services for City Facilities and Infrastructure on an On-Call Basis from July 1, 2016 through June 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)**
- 3.5 Acceptance of work associated with CIP Project No. 174 – Dry Utility Infrastructure Project to 1530 Neroly Road (Kevin Rohani, Public Works Director/City Engineer)**

- 3.6 Authorize the City Manager to Execute Agreements for Contract Public Works Maintenance Services for the City of Oakley with J.W. Backhoe & Construction, Inc. in an Amount not to exceed \$30,000 and Duran and Venables Inc. in an Amount not to exceed \$50,000 Annually from July 1, 2016 through June 30, 2018 (Kevin Rohani, Public Works Director/City Engineer)**
- 3.7 Adopt a Resolution Adopting a Traffic Order of the City Engineer Establishing Speed Limits (Kevin Rohani, Public Works Director/City Engineer)**
- 3.8 Resolution Confirming the Costs for Abatement of Weeds and Debris at 3817 Longhorn Lane, 5108 Fernwood Court, and 5236 Ironwood Lane (Troy Edgell, Code Enforcement Manager)**
- 3.9 Creation of Special Police Tax Area Zone 157: Approval of Resolution No. XX-16, A Resolution Creating Oakley Special Police Tax Zone 157 within the Oakley Special Police Tax Area for Subdivision 9027 (Duarte Ranch) to Establish a Special Tax for Police Protection Services (Kevin Rohani, Public Works Director/City Engineer)**
- 3.10 Creation of Special Police Tax Area Zone 158: Approval of Resolution No. \_\_\_\_-16, A Resolution Creating Oakley Special Police Tax Area Zone 158 within the Oakley Special Police Tax Area for Minor Subdivision 14-977 (Doyle Road) to Establish a Special Tax for Police Protection Services (Kevin Rohani, Public Works Director/City Engineer)**
- 3.11 Adopt a Resolution Authorizing the City Manager to Enter into an Agreement with Telepacific for a Hosted PBX Telephone System (Deborah Sultan, Finance Director)**
- 3.12 Waive the First Reading and Introduce an Ordinance adding Chapter 36 to Title 4 of the Oakley Municipal Code that Addresses the Distribution of Handbills to Residential Properties (Troy Edgell, Code Enforcement Manager)**

Item 3.12 was removed from the Consent Calendar.

It was moved by Councilmember Pope and Seconded by Councilmember Perry to approve the balance of the Consent Calendar. Motion was unanimous and so ordered. (5-0)

#### Online Comment Forms

John Nielsen mentioned that allowing handbills is a public safety issue, he mentioned he's been burglarized three times and believes that allowing advertisements to be attached to homes is an indication that nobody is home.

#### Public Comment Cards

Angela Lowry mentioned that the handbills are also an issue in her neighborhood and believes it is a sign that no one is home, also if they are not affixed to the house, they end up in the streets and storm drains and eventually in the delta.

It was the consensus of the council to bring the ordinance back at a future meeting with the following amendments, exclude placement on garage doors, not allow handbills to be attached with anything that can do damage to the property and add language to include newspapers.

#### 4.0 PUBLIC HEARINGS

##### **4.1 Cypress Self Storage General Plan Amendment, Rezone and Design Review (GPA 03-15, RZ 05-15, and DR 12-15)**

Ken Strelor presented the staff report and a PowerPoint including a summary of the project and color rendering.

##### Online Comment Forms – None

##### Public Comment Cards

Mike Stewart mentioned this is a good use for this property, it will have very little traffic and noise impact, he asked if the ingress and egress is going to the signal at Picasso or if vehicles will have to make a U-turn at Sellers and come back.

Brent Aasen thanked the Council for hearing the project and appreciates the fact that there is a preliminary process to go through; he mentioned that they carefully selected the signalized intersection as the sole point of ingress and egress to simplify traffic patterns, and he believes this is a quality project.

It was moved by Councilmember Perry and seconded by Vice Mayor Higgins to adopt the negative declaration, adopt a resolution approving the general plan amendment, waive the first reading and introduce the ordinance approving the rezone and adopt the resolution approving the design review. Ayes: Higgins, Perry, Pope, Romick Noes: Hardcastle (4-1)

##### **4.2 Daub 4 Kidz Bingo Hall Conditional Use Permit (CUP 01-16)**

Ken Strelor presented the staff report and a PowerPoint summarizing the project.

##### Online Comment Forms – None

##### Public Comment Cards

Wolfgang Croskey mentioned he is the broker representing the applicant, he mentioned that this property has been vacant for almost a year and it's been hard finding a tenant, Daub4Kids provides financial benefit to local youth programs, local sports and schools. He mentioned that Ms. McMahon has provided adequate details on security and believes this location provides more than enough parking.

Sam Belleci mentioned that he runs the Flor Du Oakley Bingo and believes that having nonprofit bingo in the area helps all bingos, he mentioned that he has known Fran for 20 years and supports this Bingo Hall, it gives people a chance to get out and enjoy themselves.

Bob Garrison is the leasing agent for Cypress Square Shopping Center, he mentioned he is here to advocate for Ms. McMahon, he knows her through her management of the Pittsburg Bingo Hall and had a very good experience with her as a tenant there, the people that come into the Bingo Hall are good people and the organizations she supports are important for the City. He mentioned he is concerned that if Ms. McMahon is not granted a Conditional Use Permit, the City of Oakley is missing an opportunity to host a proven no profit provider and believes this is the perfect spot for this business and asked the Councilmembers to please entertain the idea.

It was moved by Councilmember Pope and seconded by Councilmember to prepare the resolution for approval addressing the concerns raised of accommodating parking and increased security. Ayes: Hardcastle, Pope Noes: Perry, Romick Abstained: Higgins (2-2)

Due to a tie vote, no action was taken; staff will meet with the applicant about any next steps, including looking at other locations.

## 5.0 REGULAR CALENDAR

### **5.1 Presentation from Oakley Chamber of Commerce on Business Plan Proposal**

Dwayne Dalman mentioned that Guanatos Ice Cream has been renovating the building at 3330 Main St. and will be take up a majority of the ground floor, leaving about 900 square feet in the rear of the building on the first floor; staff is recommending this space be used by the Chamber of Commerce.

Mark Whitlock from the Oakley Chamber of Commerce presented the business plan proposal for the Chamber. Also discussed was the concept of working with the City planned business incubator. Details of the lease and other partnerships would come back to the Council in a Memorandum of Understanding.

### **5.2 Resolution of Necessity, 3530 Main Street**

City Attorney Derek Cole presented the staff report and mentioned that this property is occupied by a fairly old building and it is necessary for the City to acquire the property and demolish the building for needed public right of way.

### Online Comment Forms – None

### Public Comment

Juli Del Barba Favallora presented history about the store and mentioned that she sent an email to Councilmembers with much more detail, she stated that she is not sure if the Council is aware of the ideas that were presented to staff, she also mentioned that this is not a simple matter and she is strongly opposed to the destruction of the building and asked the Council to reconsider.

Fred Del Barba commented that this building has been there over 100 years; he mentioned he would like to ask how many people want the train platform and commented that he doesn't feel it is right to tear down the building.

Councilmembers asked questions of staff and staff responded.

It was moved by Councilmember Pope and Seconded by Councilmember Hardcastle to adopt the resolution of Necessity. Ayes: Hardcastle, Higgins, Pope, Romick Noes: Perry (4-1)

## 6.0 REPORTS

### **6.1 CITY MANAGER**

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

Mr. Montgomery reminded everyone that the Taste of Oakley is May 7<sup>th</sup>, May 10<sup>th</sup> is the next City Council Meeting, we will be holding a special meeting at 6:00pm to swear in the Oakley Police officers.

### **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 Habitat Conservancy Meeting was held April 25<sup>th</sup> and the year in review report shows a lot has been accomplished, the next Fireboard Meeting will be on May 2<sup>nd</sup>.

#### **(b) Appointment to East Contra Costa Fire Protection District Board of Directors**

Mayor Romick announced the appointment of Megan Bell to the East Contra Costa Fire Protection District Board of Directors.

#### **(c) Requests for Future Agendas - None**

## 7.0 WORK SESSION

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

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

Ms. Marquez presented the staff report and mentioned she'd like direction from Council on which action items should be included, removed or revised, she will then make the modifications and bring the plan back for further review on May 24<sup>th</sup>.

Councilmembers asked questions and staff responded

Mayor Romick suggested the item to install sidewalks on Empire Ave in Antioch does not need to be included.

Councilmember Pope suggested adding an item to work with Ironhouse Sanitary District to provide recycled water out in the community.

## 8.0 CLOSED SESSIONS

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

**8.2 CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6**

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

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

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

***City of Oakley v. Shea Homes, Limited Partnership***

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

## 9.0 ADJOURN

There being no further business, the meeting was adjourned at 11:00.

Respectfully Submitted

Kim Carmody  
Records Management Clerk





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

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**Date:** April 27, 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 MARCH 22, 2016**

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**Background and Analysis**

The City Council considered three closed session items at its meeting of April 26, 2016, pursuant to California Government Code Sec. 54956.9(d) paragraph (1) for the purpose of discussing pending litigation, pursuant to Government Code Section 54956.9(a) for the purpose of discussing existing litigation and pursuant to Government Code Section 54957.6 to conference with labor negotiators regarding unrepresented city employees.

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

# OAKLEY



CALIFORNIA

Agenda Date: 05/10/2016  
Agenda Item: 3.3

## STAFF REPORT

**Date:** May 10, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Libby Vreonis, City Clerk / Paralegal  
**SUBJECT:** November 8, 2016 General Municipal Election

Approved and Forwarded to City Council:

  
Bryan Montgomery, City Manager

### Background and Analysis

Attached for City Council consideration is a resolution that has been prepared to initiate the process for conducting the City's general municipal election on November 8, 2016.

The resolution calls the election for three City Council seats; requests the Contra Costa County Board of Supervisors to permit consolidation with other elections on November 8, 2016; requests the Contra Costa County Registrar of Voters to conduct the election and authorizes the City to reimburse the County for all election services rendered.

The County Registrar of Voters' office will conduct services related to the election -- such as preparing, printing and mailing sample ballots and voter information pamphlets, providing absentee voter ballots for use by qualified electors, appointing precinct boards and designating polling places, conducting and canvassing the returns of the election and certifying the votes cast.

In adopting this resolution, the City Council also (1) establishes a 200-word limit for the candidate's statements (2) establishes an amount for the deposit payable by the candidate upon filing a candidate's statement, (3) establishes a \$25 filing fee for all candidates to help offset the City's administrative costs and (4) includes action the City Council would take in the event of a tie vote.

State law mandates that candidate's statements be printed in both English and Spanish. A candidate's statement with a 250 word limit is estimated to cost \$215.00. If the City allows more than this limit, the price would likely double. Staff recommends that the candidate's statements be limited to 200 words as in the City's last election. According to the County Elections Department, most cities in the County establish a 200-word limit.

Pursuant to State law, the two options to resolve a tie vote are to draw lots or to hold a special runoff election. Staff recommends the option of drawing lots, which is the policy the City Council adopted for the last general municipal election.

Once the election process has been initiated with the adoption of the resolution, the next steps are the public noticing of the election and the opening of the filing period. The filing period for this election is Monday, July 18 through Friday, August 12.

During the filing period, any registered voter residing in the City of Oakley who is not disqualified by the laws of the State of California from holding a civil office can pull and file papers for candidacy. State law requires that the filing of nomination papers occur during the agency's regular business hours. Anyone wanting to pull or file papers during the filing period should make an appointment with the City Clerk or Elections Official during regular business hours, Monday through Thursday 8:00 a.m. - 6:00 p.m. and Friday 8:00 a.m. - 5:00 p.m., with the exception of the first and third Friday of each month which are City Hall closure days.

**Fiscal Impact**

\$25,000 has been included in the proposed Fiscal Year 2016-17 Budget for the costs of conducting the election.

**Recommendation**

Staff recommends that the City Council adopt the resolution.

**Attachments**

(1) Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY CALLING THE REGULAR GENERAL MUNICIPAL ELECTION FOR THREE CITY COUNCIL SEATS; REQUESTING THE CONSOLIDATION OF ELECTIONS ON NOVEMBER 8, 2016; REQUESTING THE COUNTY REGISTRAR TO PERFORM ELECTION SERVICES IN CONNECTION WITH SAID CONSOLIDATED ELECTION; SETTING SPECIFICATIONS OF THE ELECTION ORDER; AND AUTHORIZING THE CITY TO REIMBURSE THE COUNTY REGISTRAR OF VOTERS FOR ELECTION SERVICES PERFORMED**

**WHEREAS**, the terms of three City Council seats will expire in November 2016, and the City Council desires to submit to the voters election of three candidates to said City Council seats, at-large, for full terms of four years at its regularly scheduled general municipal election on November 8, 2016; and

**WHEREAS**, the City Council desires to have the Contra Costa County Registrar of Voters to render certain services in connection with the primary election; and,

**WHEREAS**, Elections Code Section 10400, et seq., authorizes the City and the County to consolidate elections that may be held in whole or in part of the territory of the City; and,

**WHEREAS**, Elections Code Section 10002 provides that the City may, by resolution, request the Board of Supervisors to permit the County elections official to render specified services to the City related to the conduct of an election and that the City shall reimburse the County in full for the services performed upon presentation of a bill to the City by the County Elections Official; and,

**WHEREAS**, Elections Code Section 13307 provides that before the nominating period opens the City shall determine whether a charge shall be levied against a candidate for the candidate's statement to be sent to each voter; that the governing body may estimate the cost of printing, handling, translating and mailing candidate's statements and may require each candidate filing a statement to pay in advance his or her pro rata share of this cost as a condition of having his or her statement included in the voter pamphlet; and,

**WHEREAS**, Elections Code Section 15651 requires that tie votes shall be determined by lot and that a special runoff election shall be held only if the City Council chooses to adopt the provisions of Elections Code Section 15651(b) prior to the conduct of the election resulting in the tie vote.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Oakley that pursuant to the requirements of the laws of the State of California relating to municipal elections, there shall be called and ordered held in the City of Oakley, County of Contra Costa, State of California, on Tuesday, November 8, 2016 a general municipal election of the qualified electors of the City of Oakley for the purpose of electing three (3) members of the City Council for a full term of four (4) years each. In all particulars not recited in this

Resolution, said general municipal election shall be held and conducted as provided for by law for the holding of municipal elections in the City of Oakley.

**BE IT FURTHER RESOLVED** that pursuant to Section 10400, et seq., of the Elections Code, the Board of Supervisors of the County of Contra Costa is hereby requested to consent and agree to the consolidation of the City of Oakley's general municipal election with other elections which may be held in whole or in part of the territory of the City on Tuesday, November 8, 2016.

**BE IT FURTHER RESOLVED** that, pursuant to certain provisions of the California Elections Code, the Board of Supervisors is hereby authorized and directed to canvass the returns of the election and to direct the Contra Costa County Registrar to conduct all necessary services related to the Oakley General Municipal Election in accordance with the provisions in this resolution and applicable state law. The City Manager is hereby authorized to reimburse the County of Contra Costa for all costs and expenses incurred by the County for all services performed in conducting said election upon presentation of a bill to the City by the County.

**BE IT FURTHER RESOLVED** that the City Council hereby determines that:

1. A candidate for City Council shall pay for processing his or her statement for the November 8, 2016 Election. The requirements for filing candidate's statements shall be as set forth in Exhibit A attached hereto and applicable state law.

2. The polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day.

3. In accordance with Elections Code Section 15651(a), a tie vote shall be determined by drawing lots.

4. Each candidate shall also pay a \$25.00 filing fee to offset the City's administrative costs associated with processing election documents. This fee shall be paid to the City when nomination papers are filed with the City Clerk.

5. During the Nomination Period, prospective candidates can pull and file required nomination papers with the City Clerk or the City of Oakley Elections Official during regular business hours: Monday through Thursday (8:00am-6:00pm) and Friday (8:00am-5:00pm) with the exception of the first and third Friday of each month, which are City Hall closure days.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors of Contra Costa County and the County election official of the County of Contra Costa and to publish the Notice of Election in accordance with Elections Code Section 12101.

**PASSED, APPROVED AND ADOPTED** on May 10, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **City of Oakley Requirements for Candidate's Statements for Inclusion in the Voter Pamphlet**

1. Candidate's statements shall not exceed 200 words each.
2. Candidate's statements shall comply with the provisions of Elections Code Section 13307.
3. Candidate's statements shall be prepared on the form provided by the City Clerk to meet the requirements of the Contra Costa County Elections Department.
4. The cost of printing, handling, translating and mailing the candidate's statements in English shall be charged to each candidate on a pro-rata basis. As a condition of having the statement published, the candidate will pay the estimated cost at the time of filing. Based on estimates provided by the Contra Costa County Elections Department, the City Council hereby establishes the estimated cost for a 200-word candidate's statement as \$215.00. The City shall bill the candidates for any publication costs that exceed the total deposited or refund any credits due if the amount collected exceeds the total publication costs.

# OAKLEY



CALIFORNIA

Agenda Date: 05/10/2016

Agenda Item: 3.4

## STAFF REPORT

**Date:** May 10, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Libby Vreonis, City Clerk / Paralegal  
**SUBJECT:** Resolution Designating an Elections Official to Assist the City Clerk in the November 8, 2016 General Municipal Election

Approved and Forwarded to City Council:

  
Bryan Montgomery, City Manager

### Background and Analysis

At the regular joint meeting of the Oakley City Council / Oakley City Council Acting as Successor Agency to the Oakley Redevelopment Agency meeting of May 10, 2016, it has been recommended to the City Council to call the General Municipal Election in Oakley for November 8, 2016. If the City Council should approve the resolution to call the General Municipal Election in Oakley for November 8, 2016, adequate personnel will need to be available to process nomination papers for such Election.

The California Elections Code indicates that a City Elections Official issues nomination forms required to run for office. Elections Code Section 320 provides that the City Clerk is the "Elections Official" for municipal elections, unless the City Council designates another person. There is currently no designated person in the City's Clerk's Office in Oakley other than the City Clerk to assist in processing nomination papers.

In order to ensure that the City has adequate personnel available to perform this function, staff recommends that the City Council appoint an additional person to process nomination forms in the event of the City Clerk's absence. Kim Carmody has been working in the City Clerk's Office for eight years, served as an Election Official in the 2012 and 2014 general municipal elections and she is well qualified to assist the City Clerk with this election-related duty.

### Fiscal Impact

There is no fiscal impact.

### Recommendation

Staff recommends that the City Council adopt the resolution.

### Attachments

(1) Resolution



RESOLUTION NO. \_\_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY DESIGNATING KIM CARMODY TO SERVE AS A CITY OF OAKLEY ELECTIONS OFFICIAL FOR THE NOVEMBER 8, 2016, GENERAL MUNICIPAL ELECTION**

**WHEREAS**, at the meeting of May 10, 2016, the Oakley City Council called the General Municipal Election in Oakley for November 8, 2016; and

**WHEREAS**, Section 10227 of the California Elections Code states that all forms required for nomination and election to all municipal offices shall be furnished only by an elections official; and

**WHEREAS**, Section 320 of the California Elections Code includes in the definition of "elections official" the City Clerk or any other person who is charged with the duty of conducting an election; and

**WHEREAS**, there is no designated person in the City Clerk's Office other than the City Clerk to assist in the nomination process during the upcoming election;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Oakley that Kim Carmody of the City Clerk's Office is hereby designated to serve as a City of Oakley Elections Official for the November 8, 2016, general municipal election.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Oakley held on the 10th day of May, 2016 and adopted by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

\_\_\_\_\_  
Date:



## STAFF REPORT

**Date:** Tuesday, May 10, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, Public Works Director/City Engineer  
**Subject:** Award of Contract for Professional Services Agreement for "On-Call" Materials Testing Services with Engeo, Inc., Kleinfelder West, Inc. and Cal Engineering and Geology, Inc.

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

### Summary and Background

On June 14, 2014 the City Council approved via Resolution 50-14 professional services with two qualified firms for materials testing services to assist Public Works Staff during construction projects. On April 28, 2015 the City Council approved via Resolution 45-15 amending these agreements to increase the not to exceed amount of the contracts due to a significant increase in the demand for these services. Since that time, construction activity in the City has continued to increase with both the development projects as well as capital improvement projects. Consequently, the need for additional material testing services has also increased. Staff received a Statement of Qualifications from Cal Engineering and Geology, Inc. (CE&G) and, after reviewing it, found CE&G to be very competent in the area of the services needed. Hence the contract with Cal Engineering and Geology, Inc. (CE&G) was entered into in as of July 14, 2015 via Resolution 91-15. The contracts with these firms will all expire on June 30, 2016, so Staff is working to execute updated agreements.

### Fiscal Impact

Approval of the resolution will authorize the City Manager to execute professional services agreements with each, Engeo, Inc., Kleinfelder West, Inc. and Cal Engineering and Geology, Inc. with a not-to-exceed amount of \$50,000 per fiscal year, per contract through June 30, 2018. Private development projects will fund the services on an as needed basis, and capital improvement project budgets include materials testing funding as part of the individual project construction phase.

### Recommendation

Adopt the resolution approving the Professional Services Agreements with Engeo, Inc., Kleinfelder West, Inc. and Cal Engineering and Geology, Inc. and authorize the City Manager to execute these Agreements.

**Attachments**

1. Professional Services Agreement – Engeo, Inc.
2. Professional Services Agreement – Kleinfelder West, Inc.
3. Professional Services Agreement – Cal Engineering and Geology, Inc.
4. Resolution

**CONTRACTING SERVICES AGREEMENT BETWEEN THE  
CITY OF OAKLEY AND EN GEO, INC.  
FOR ON-CALL MATERIALS TESTING SERVICES**

THIS AGREEMENT for **ON-CALL MATERIALS TESTING 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 EN GEO, INC. (hereinafter referred to as "Contractor") as of **JULY 1, 2016** (the "Effective Date").

**Section 1. ATTACHMENTS.** The attached exhibits are made a part of this Agreement. Exhibit "A" contains the prevailing wage requirements. Prevailing wages are required in the performance of this Contract as set forth in Exhibit "A". Exhibit "A" contains the Hours of Work provisions, Exhibit "B" contains the Scope of Services and Compensation Schedule, Exhibit "C" contains the Specific Insurance Requirements, and Exhibit "D" contains the Verification of Required Insurance. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in Exhibit "B" at the place(s) and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **JUNE 30, 2018**, and Contractor shall complete all the work described in Exhibit B prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor 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. The City reserves the right to extend the contract an additional two years from the original completion date for a revised completion date of **JUNE 30, 2020**.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards and specifications stated in the e and as observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. If conflict exists between standards and specifications the more strict of the two shall be adhered to.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed **FIFTY THOUSAND DOLLARS (\$50,000) annually** as described in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

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

**2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Name of company and remittance address;
- Name and telephone number of contact for billing inquires;
- The beginning and ending dates of the billing period (Date(s) of work performed);
- A Task Summary containing the original contract amount, the amount of prior billings with dates, and the total due this period.
- Itemized - City Billing/Coding Number listed for each billed item.
- Attachment of approved proposals to monthly invoice if extra work (separate from regular maintenance work payment schedule) was performed.
- The Contractor's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above and in the exhibits to pay Contractor.

**2.3 Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor 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 Contractor 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.

**2.4 Extra Work / Non-Contractual Work.** Any work not specifically included in Exhibit B that is either required to be done for Contractor to do proper maintenance or is a

recommendation by the Contractor, shall be submitted in writing to the City prior to start of work, and no work shall commence until signed approval is provided by the City to the Contractor for said work. All cost proposals shall be listed as a Time and Materials work with each line item listed for each material cost and labor costs, unless otherwise requested by the City.

- 2.5 Payment of Taxes.** Contractor is solely responsible for the payment of employment and income taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.7 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

- 3.1 Recycling Requirements.** Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:
- a. **Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.
- b. **Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website [www.cccounty.us/depart/cd/recycle/](http://www.cccounty.us/depart/cd/recycle/).

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

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

e. Special Waste Materials. Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at [www.cccrecycle.org](http://www.cccrecycle.org).

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

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

**4.1 Notice of Reduction of Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

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

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

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

**Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall to the fullest extent allowed by law, with respect to all Services performed in connection with the 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 negligence, recklessness, or willful misconduct of the Contractor ("Claims"). Contractor 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 Contractor, the Contractor 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 on Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**Section 6. STATUS OF CONTRACTOR.**

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

**6.2 Contractor No Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an



agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

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

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of

such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement.

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

**8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

**8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

- Immediately terminate the Agreement;
- Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- Retain a different Contractor to complete the work not finished by Contractor; or
- Charge Contractor the difference between the cost to complete the work that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

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

**9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described

above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2 Contractor's Books and Records.** Contractor and its subcontractors shall establish and maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time cards, invoices, receipts, vouchers, and other documents.

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

**10.1.1 Dispute Resolution.** The Contract Administrator is empowered to issue orders and instructions to Contractor to effectuate the performance of the work and to ensure that the work complies with this Agreement. If Contractor receives a written direction or order from the Contract Administrator that the Contractor believes is inappropriate or not within the scope of work under this Agreement, the Contractor may appeal the Contract Administrator's order to the City Manager. Any such appeal must be filed within ten (10) business days after receipt of the contested order. The Contractor shall continue performing the work under the Agreement until the appeal is determined. In the event of any dispute between Contractor and the City, before either party may commence litigation to resolve such dispute, the matter shall be referred to nonbinding mediation. Each party shall bear its own costs and expenses for participation in the mediation, and each pay an equal share of the mediator's fees. In the event that the parties are unable among themselves to appoint a mutually satisfactory mediator, the matter shall be submitted to

the Walnut Creek office of JAMS\*ENDISPUTE and a panelist shall be assigned by the administrator of that office.

- 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.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any 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.*

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

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

**10.9 Contract Administration.** This Agreement shall be administered by the City Engineer/Public Works Director ("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 Contractor shall be sent to:

ENGEO, Inc.  
Attn: Steve Harris  
580 N. Wilma Avenue, Suite A  
Ripon, CA, 95366

Any written notice to City shall be sent to:

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

**10.11 Integration.** This Agreement, including the Scope of Work, Compensation Schedule, Insurance requirements, and Verification of Required Insurance attached hereto and incorporated herein as Exhibits A, B, C, and D, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**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 the party will be bound by such signature.

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

CITY OF OAKLEY

ENGE0, INC.

\_\_\_\_\_  
Bryan Montgomery, City Manager

\_\_\_\_\_  
Name, Title

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Derek Cole, City Attorney

## EXHIBIT A

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

#### 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 contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services 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 Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services 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 services are to be performed for each craft or type of work needed to be 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 Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services shall pay no less than these rates to all persons engaged in performance of the services.
- B. In accordance with Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services shall comply with Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services that the Contractor or any subcontractor pays less than the specified prevailing wage or such other amount as may be designated in that section from time to time. 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 Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the 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 Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The 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 performance of the services is not paid the general prevailing

per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services 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 the 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 performance of the services.
  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 for employees engaged in the performance of the services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services shall keep accurate payroll records showing the name, address, social security number, work, 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 performance of the services. 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 work 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 Owner 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 Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services 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 Contractor or any subcontractor engaged in performance of the services to employ for the services 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 Contractor 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 B**

**SCOPE OF SERVICES AND COMPENSATION SCHEDULE**

## EXHIBIT C

### SPECIFIC INSURANCE REQUIREMENTS

#### MAINTENANCE CONTRACTS

Contractor shall procure and maintain for the duration of the contract, and 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.

#### 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 **\$2,000,000** 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., \$4,000,000)
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. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **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.

#### ***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 that notice will be provided to City in the event that 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. **The Worker's Compensation policy 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 CG20 10 10 01 and CG 20 37 10 01..

***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 REQUIRED INSURANCE**

## CONTRACTING SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND KLEINFELDER WEST, INC. FOR ON-CALL MATERIALS TESTING SERVICES

THIS AGREEMENT for **ON-CALL MATERIALS TESTING 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 KLEINFELDER WEST, INC. (hereinafter referred to as "Contractor") as of **JULY 1, 2016** (the "Effective Date").

**Section 1. ATTACHMENTS.** The attached exhibits are made a part of this Agreement. Exhibit "A" contains the prevailing wage requirements. Prevailing wages are required in the performance of this Contract as set forth in Exhibit "A". Exhibit "A" contains the Hours of Work provisions, Exhibit "B" contains the Scope of Services and Compensation Schedule, Exhibit "C" contains the Specific Insurance Requirements, and Exhibit "D" contains the Verification of Required Insurance. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in Exhibit "B" at the place(s) and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **JUNE 30, 2018**, and Contractor shall complete all the work described in Exhibit B prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor 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. The City reserves the right to extend the contract an additional two years from the original completion date for a revised completion date of **JUNE 30, 2020**.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards and specifications stated in the e and as observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. If conflict exists between standards and specifications the more strict of the two shall be adhered to.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed **FIFTY THOUSAND DOLLARS (\$50,000) annually** as described in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

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

**2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Name of company and remittance address;
- Name and telephone number of contact for billing inquires;
- The beginning and ending dates of the billing period (Date(s) of work performed);
- A Task Summary containing the original contract amount, the amount of prior billings with dates, and the total due this period.
- Itemized - City Billing/Coding Number listed for each billed item.
- Attachment of approved proposals to monthly invoice if extra work (separate from regular maintenance work payment schedule) was performed.
- The Contractor's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above and in the exhibits to pay Contractor.

**2.3 Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor 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 Contractor 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.

**2.4 Extra Work / Non-Contractual Work.** Any work not specifically included in Exhibit B that is either required to be done for Contractor to do proper maintenance or is a



recommendation by the Contractor, shall be submitted in writing to the City prior to start of work, and no work shall commence until signed approval is provided by the City to the Contractor for said work. All cost proposals shall be listed as a Time and Materials work with each line item listed for each material cost and labor costs, unless otherwise requested by the City.

- 2.5 Payment of Taxes.** Contractor is solely responsible for the payment of employment and income taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.7 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

- 3.1 Recycling Requirements.** Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:
- a. **Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.
- b. **Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website [www.cccounty.us/depart/cd/recycle/](http://www.cccounty.us/depart/cd/recycle/).

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

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

e. Special Waste Materials. Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at [www.cccrecycle.org](http://www.cccrecycle.org).

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

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

**4.1 Notice of Reduction of Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

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

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

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

**Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall to the fullest extent allowed by law, with respect to all Services performed in connection with the 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 negligence, recklessness, or willful misconduct of the Contractor ("Claims"). Contractor 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 Contractor, the Contractor 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 on Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**Section 6. STATUS OF CONTRACTOR.**

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

**6.2 Contractor No Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

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

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of

such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement.

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

**8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

**8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

- Immediately terminate the Agreement;
- Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- Retain a different Contractor to complete the work not finished by Contractor; or
- Charge Contractor the difference between the cost to complete the work that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

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

**9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described

above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2 Contractor's Books and Records.** Contractor and its subcontractors shall establish and maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time cards, invoices, receipts, vouchers, and other documents.

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

**10.1.1 Dispute Resolution.** The Contract Administrator is empowered to issue orders and instructions to Contractor to effectuate the performance of the work and to ensure that the work complies with this Agreement. If Contractor receives a written direction or order from the Contract Administrator that the Contractor believes is inappropriate or not within the scope of work under this Agreement, the Contractor may appeal the Contract Administrator's order to the City Manager. Any such appeal must be filed within ten (10) business days after receipt of the contested order. The Contractor shall continue performing the work under the Agreement until the appeal is determined. In the event of any dispute between Contractor and the City, before either party may commence litigation to resolve such dispute, the matter shall be referred to nonbinding mediation. Each party shall bear its own costs and expenses for participation in the mediation, and each pay an equal share of the mediator's fees. In the event that the parties are unable among themselves to appoint a mutually satisfactory mediator, the matter shall be submitted to

the Walnut Creek office of JAMS\*ENDISPUTE and a panelist shall be assigned by the administrator of that office.

- 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.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any 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.*

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

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

**10.9 Contract Administration.** This Agreement shall be administered by the City Engineer/Public Works Director ("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 Contractor shall be sent to:

Kleinfelder West, Inc.  
Attn: Fernando Silva  
981 Garcia Avenue  
Pittsburg, CA 94565

Any written notice to City shall be sent to:

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

**10.11 Integration.** This Agreement, including the Scope of Work, Compensation Schedule, Insurance requirements, and Verification of Required Insurance attached hereto and incorporated herein as Exhibits A, B, C, and D, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**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 the party will be bound by such signature.

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



CITY OF OAKLEY

Kleinfelder West, Inc.

\_\_\_\_\_  
Bryan Montgomery, City Manager

\_\_\_\_\_  
Name, Title

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Derek Cole, City Attorney

**EXHIBIT A**

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

**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 contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services 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 Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services 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 services are to be performed for each craft or type of work needed to be 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 Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services shall pay no less than these rates to all persons engaged in performance of the services.
- B. In accordance with Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services shall comply with Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services that the Contractor or any subcontractor pays less than the specified prevailing wage or such other amount as may be designated in that section from time to time. 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 Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the 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 Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The 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 performance of the services is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless

the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services 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 the 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 performance of the services.
  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 for employees engaged in the performance of the services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services shall keep accurate payroll records showing the name, address, social security number, work, 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 performance of the services. 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 work 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 Owner 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 Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services 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 Contractor or any subcontractor engaged in performance of the services to employ for the services 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

Contractor 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 B**

**SCOPE OF SERVICES AND COMPENSATION SCHEDULE**

**EXHIBIT C**

## SPECIFIC INSURANCE REQUIREMENTS

### MAINTENANCE CONTRACTS

Contractor shall procure and maintain for the duration of the contract, and 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.

### 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 **\$2,000,000** 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., \$4,000,000)
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. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **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.

### ***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 that notice will be provided to City in the event that 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. **The Worker's Compensation policy 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 CG20 10 10 01 and CG 20 37 10 01..

***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 REQUIRED INSURANCE**

**CONTRACTING SERVICES AGREEMENT BETWEEN THE  
CITY OF OAKLEY AND CAL ENGINEERING AND GEOLOGY, INC.  
FOR ON-CALL MATERIALS TESTING SERVICES**

THIS AGREEMENT for **ON-CALL MATERIALS TESTING 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 Cal Engineering and Geology, Inc. (hereinafter referred to as "Contractor") as of **JULY 1, 2016** (the "Effective Date").

**Section 1. ATTACHMENTS.** The attached exhibits are made a part of this Agreement. Exhibit "A" contains the prevailing wage requirements. Prevailing wages are required in the performance of this Contract as set forth in Exhibit "A". Exhibit "A" contains the Hours of Work provisions, Exhibit "B" contains the Scope of Services and Compensation Schedule, Exhibit "C" contains the Specific Insurance Requirements, and Exhibit "D" contains the Verification of Required Insurance. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in Exhibit "B" at the place(s) and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **JUNE 30, 2018**, and Contractor shall complete all the work described in Exhibit B prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor 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. The City reserves the right to extend the contract an additional two years from the original completion date for a revised completion date of **JUNE 30, 2020**.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards and specifications stated in the e and as observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. If conflict exists between standards and specifications the more strict of the two shall be adhered to.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed **FIFTY THOUSAND DOLLARS (\$50,000) annually** as described in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

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

**2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Name of company and remittance address;
- Name and telephone number of contact for billing inquires;
- The beginning and ending dates of the billing period (Date(s) of work performed);
- A Task Summary containing the original contract amount, the amount of prior billings with dates, and the total due this period.
- Itemized - City Billing/Coding Number listed for each billed item.
- Attachment of approved proposals to monthly invoice if extra work (separate from regular maintenance work payment schedule) was performed.
- The Contractor's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above and in the exhibits to pay Contractor.

**2.3 Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor 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 Contractor 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.

**2.4 Extra Work / Non-Contractual Work.** Any work not specifically included in Exhibit B that is either required to be done for Contractor to do proper maintenance or is a

recommendation by the Contractor, shall be submitted in writing to the City prior to start of work, and no work shall commence until signed approval is provided by the City to the Contractor for said work. All cost proposals shall be listed as a Time and Materials work with each line item listed for each material cost and labor costs, unless otherwise requested by the City.

- 2.5 **Payment of Taxes.** Contractor is solely responsible for the payment of employment and income taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.7 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

- 3.1 **Recycling Requirements.** Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:
- a. **Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.
- b. **Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website [www.cccounty.us/depart/cd/recycle/](http://www.cccounty.us/depart/cd/recycle/).

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

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

e. Special Waste Materials. Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at [www.cccrecycle.org](http://www.cccrecycle.org).

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

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

**4.1 Notice of Reduction of Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

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

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

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

**Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall to the fullest extent allowed by law, with respect to all Services performed in connection with the 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 negligence, recklessness, or willful misconduct of the Contractor ("Claims"). Contractor 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 Contractor, the Contractor 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 on Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**Section 6. STATUS OF CONTRACTOR.**

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

**6.2 Contractor No Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

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

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of

such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- Immediately terminate the Agreement;
  - Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
  - Retain a different Contractor to complete the work not finished by Contractor; or
  - Charge Contractor the difference between the cost to complete the work that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

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

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described



above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 Contractor's Books and Records.** Contractor and its subcontractors shall establish and maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time cards, invoices, receipts, vouchers, and other documents.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of 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.
- 10.1.1 Dispute Resolution.** The Contract Administrator is empowered to issue orders and instructions to Contractor to effectuate the performance of the work and to ensure that the work complies with this Agreement. If Contractor receives a written direction or order from the Contract Administrator that the Contractor believes is inappropriate or not within the scope of work under this Agreement, the Contractor may appeal the Contract Administrator's order to the City Manager. Any such appeal must be filed within ten (10) business days after receipt of the contested order. The Contractor shall continue performing the work under the Agreement until the appeal is determined. In the event of any dispute between Contractor and the City, before either party may commence litigation to resolve such dispute, the matter shall be referred to nonbinding mediation. Each party shall bear its own costs and expenses for participation in the mediation, and each pay an equal share of the mediator's fees. In the event that the parties are unable among themselves to appoint a mutually satisfactory mediator, the matter shall be submitted to

the Walnut Creek office of JAMS\*ENDISPUTE and a panelist shall be assigned by the administrator of that office.

- 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.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any 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.*

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

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

**10.9 Contract Administration.** This Agreement shall be administered by the City Engineer/Public Works Director ("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 Contractor shall be sent to:

Cal Engineering and Geology, Inc.  
Attn: Dave Buscheck, Senior Engineer  
1870 Olympic Blvd. Suite 100  
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

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

**10.11 Integration.** This Agreement, including the Scope of Work, Compensation Schedule, Insurance requirements, and Verification of Required Insurance attached hereto and incorporated herein as Exhibits A, B, C, and D, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

**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 the party will be bound by such signature.

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

CITY OF OAKLEY

Cal Engineering and Geology, Inc

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

\_\_\_\_\_  
Phillip Gregory, Principal

Attest:

Approved as to Form:

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

\_\_\_\_\_  
Derek Cole, City Attorney

## EXHIBIT A

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

#### 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 contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services 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 Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services 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 services are to be performed for each craft or type of work needed to be 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 Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services shall pay no less than these rates to all persons engaged in performance of the services.
- B. In accordance with Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services shall comply with Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services that the Contractor or any subcontractor pays less than the specified prevailing wage or such other amount as may be designated in that section from time to time. 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 Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the 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 Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The 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 performance of the services is not paid the general prevailing

per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services 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 the 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 performance of the services.
  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 for employees engaged in the performance of the services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services shall keep accurate payroll records showing the name, address, social security number, work, 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 performance of the services. 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 work 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 Owner 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 Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services 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 Contractor or any subcontractor engaged in performance of the services to employ for the services 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 Contractor 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 B**

**SCOPE OF SERVICES AND COMPENSATION SCHEDULE**

## EXHIBIT C

### SPECIFIC INSURANCE REQUIREMENTS

#### MAINTENANCE CONTRACTS

Contractor shall procure and maintain for the duration of the contract, and 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.

#### 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 **\$2,000,000** 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., \$4,000,000)
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. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **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.

#### ***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 that notice will be provided to City in the event that 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. **The Worker's Compensation policy 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 CG20 10 10 01 and CG 20 37 10 01..

***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 REQUIRED INSURANCE**

RESOLUTION NO. \_\_-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH ENGEO, INC, KLEINFELDER WEST, INC. AND CAL ENGINEERING AND GEOLOGY, INC., CALIFORNIA CORPORATIONS, FOR ON-CALL MATERIALS TESTING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS**

**WHEREAS**, on June 14, 2014 the City Council adopted a resolution approving professional services with two qualified firms for materials testing services to assist Public Works Staff during construction projects;

**WHEREAS**, on April 28, 2015 the contracts with these firms amended to add additional funds needed because of an increase in demand for their services as the result of an increase in construction in the City;

**WHEREAS**, Cal Engineering and Geology, Inc. (CE&G) submitted a Statement of Qualifications and the City Council approved the agreement with Cal Engineering and Geology, Inc. with a not-to-exceed contract amount of \$50,000 on July 14, 2015;

**WHEREAS**, now these agreements are all expiring on June 30, 2016 and need to be renewed for the upcoming fiscal years 2016/17 and 2017/18 (July 1, 2016-June 30, 2018).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Oakley that the attached Professional Services Agreements with ENGEO, Inc., Kleinfelder West, Inc. and Cal Engineering and Geology, Inc. are hereby each approved for \$50,000 for each period; FY 2016/17 and FY 2017/18 (July 1, 2016-June 30, 2018), and the City Manager is authorized to execute the agreements.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 10th of May, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

ATTEST:

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

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

\_\_\_\_\_  
Date

# OAKLEY



CALIFORNIA

Agenda Date: 05/10/2016  
Agenda Item: 3.6

## STAFF REPORT

**Date:** May 10, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Deborah Sultan, Finance Director  
**SUBJECT:** City of Oakley Quarterly Investment Report (3<sup>rd</sup> Quarter FY 2015-16)

Approved and Forwarded to City Council:

  
Bryan Montgomery, City Manager

### Background and Analysis

California law and the City's Investment Policy require the City's fiscal officer to submit a quarterly investment report to the City Council at the end of each quarter. The report should contain information on all securities held, and include a statement denoting the ability of the local agency to meet its expenditure requirements for the next six months.

### Fiscal Impact

City resources are organized and accounted for on a fund basis with some of those funds being restricted for specified uses and others that are unrestricted. For investment purposes, however, the funds are invested as a pool. The Investment Report for the Period Ending March 31, 2016 attached shows a combined pool balance of \$29,926,084.81. In addition, the pool had combined 3rd Quarter accrued interest earnings of \$22,729.52. Interest for the period continues to reflect the lower rates currently being offered on safe, short-term investments.

The City is in compliance with the adopted investment policy and able to meet its expenditure requirements for the next six months.

### Recommendation

Staff recommends the City Council accept the investment report for the 3rd Quarter of Fiscal Year 2015-2016.

### Attachments

City of Oakley Investment Report for the quarter ended March 31, 2016.



## Quarterly Investment Report

For the Quarter Ended March 31, 2016

Type*	Name of Institution	Rate	Maturity****	Cost Amount	Market Value**
<b>Investments in Wells Fargo Bank Account</b>					
12	Overnight Sweep Investment	0.008%	4/1/2016	\$ 3,231,369.35	\$ 3,231,369.35
<b>Investments with Wells Fargo Investment Advisors:</b>					
9	Institutional Money Market	0.203%	N/A	1,774,654.44	1,774,654.44
<b>Investments with State of California:</b>					
3	Local Agency Investment Fund (LAIF)-City	0.460%	N/A	14,108,899.78	14,112,018.69
<b>Investments with CalTRUST</b>					
11	Short-Term Investment Account-City	0.696%	N/A	9,039,345.59	9,067,650.12
<b>Total Investments Other than Bond Proceeds</b>				<b>28,154,269.16</b>	<b>28,185,692.60</b>
<b>Investments with Wells Fargo Trust (bond proceeds): ***</b>					
<b>2012 Refunding Revenue Bonds</b>					
9	<b>Government Money Market</b> Wells Fargo Advantage Gov MM Svc	0.010%	N/A	120,896.60	120,896.60
4	<b>Certificates of Deposit (3)</b>				
	Discover Bank	1.750%	5/16/12 - 5/16/17	250,000.00	252,867.50
	GE Capital Retail Bank	1.750%	5/18/12 - 5/18/17	250,000.00	252,595.00
	Goldman Sachs Bank USA	1.800%	5/16/12 - 5/16/17	250,000.00	252,727.50
<b>2014 Refunding Revenue Bonds</b>					
9	<b>Government Money Market</b> Wells Fargo Advantage Gov MM Svc	0.010%	N/A	326,140.40	326,140.40
<b>2006 Certificates of Participation</b>					
9	<b>Government Money Market</b> Wells Fargo Advantage Gov MM Svc	0.010%	N/A	574,778.65	574,778.65
<b>Total Investments of Bond Proceeds</b>				<b>1,771,815.65</b>	<b>1,780,005.65</b>
<b>Total All City Investments</b>				<b>\$ 29,926,084.81</b>	<b>\$ 29,965,698.25</b>

**Accrued Interest of Investments other than Bond Proceeds:**

Wells Fargo Investment Advisors	300.60
Local Agency Investment Fund	17,185.48
Caltrust Short-Term Investment Account	5,243.44
Accrued Interest as of 03/31/16	\$ 22,729.52

\* **Type of investment** as described in Authorized Investments section of the City's adopted Investment Policy

- |                                      |                       |                                 |
|--------------------------------------|-----------------------|---------------------------------|
| 1. U.S Government Securities         | 5. Bankers Acceptance | 9. Money market funds           |
| 2. U.S. Government Agency Securities | 6. Commercial Paper   | 10. Repurchase agreements       |
| 3. Local Agency Investment Fund      | 7. Medium term notes  | 11. CalTRUST Short Term Account |
| 4. Certificates of Deposit           | 8. Mutual funds       | 12. Overnight Sweep             |

\*\* **Market Valuation** for LAIF was obtained at <http://www.treasurer.ca.gov/pmia-laiif/mktvalue/2016/201603.pdf>

Market value for all other investments was obtained from FT Interactive Data. As the City holds its investments to maturity, market value fluctuations are not significant.

\*\*\* **Investment of bond proceeds** is governed by each bond's Trust Agreement. All of the amounts with Wells Fargo Trust are debt service reserve funds. Investment income remains with the individual bond accounts.

\*\*\*\* With the exception of CD's, all accounts have same day or next day liquidity

The City of Oakley is in compliance with the City's annually adopted investment policy and is able to meet its operating expenditure requirements for the next six months.

Approved by Deborah Sultan  
Finance Director

Date

# OAKLEY



CALIFORNIA

## STAFF REPORT

Agenda Date: 05/10/2016  
Agenda Item: 3.7

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**Date:** Tuesday, May 10, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, Public Works Director/City Engineer  
**SUBJECT:** 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)

### Background and Analysis

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

The Conditions of Approval for Tentative Parcel Map 03-15 (Pagano) require the property owner(s) to augment the financial impact that their development project would have on the City's police services budget. The City of Oakley previously formed the Oakley Special Police Tax Area District which authorizes the levy of an annual special tax on parcels to augment their financial impact to the City's police services budget. The property owner for Tentative Parcel Map 03-15 (Pagano) previously requested that the City assist with the annexing of Tentative Parcel Map 03-15 (Pagano) to the Oakley Special Police Tax Area.

On March 22, 2016, the City Council introduced Ordinance No. 07-16 which would authorize a special tax for police services within Zone 156 (Tentative Parcel Map 03-15) subject to property owner voter approval. The property owner ballot was then mailed to the property owner. If approved, the ballot would authorize the ordinance to take effect and authorize the annual levy of the Special Police Services Tax. On April 26, 2016, the City Clerk conducted the property owner election. The City Clerk tabulated the property owner ballot and the property owner was opposed to annexing Tentative Parcel Map 03-15 into the Oakley Special Police Tax Area as Zone 156. Staff has been informed that the property owner has decided to abandon their development plans. When the property owner decides to move forward with their development plans the City will revisit annexing their property

to the Oakley Special Police Tax Area. Since the property owner voted to oppose the annexation of their property into the Oakley Special Police Tax Area, Zone 156 of the Oakley Special Police Tax Area shall not be created, the Police Services Tax authorized in Ordinance No. 07-16 shall not be imposed and Ordinance No. 07-16 shall not become effective.

**Fiscal Impact**

There will be no financial impact to the City's General Fund. The applicant funded all costs associated with the annexation of Zone 156 to the Oakley Special Police Tax Area.

**Recommended Action**

Staff recommends that the City Council confirm the 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).

**Attachments**

- 1) Diagram
- 2) One (1) Ballot
- 3) Ordinance No. 07-16



# EXHIBIT A - PROPOSED BOUNDARY MAP

## CITY OF OAKLEY SPECIAL POLICE TAX AREA ZONE 156



CITY OF OAKLEY  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

Cypress Road

APN 032-020-014

Knightsen Avenue

### Legend

-  Zone 156 Boundary
-  Parcel Lines



**SPECIAL POLICE TAX AREA BALLOT**  
**CREATING ZONE 156 FOR TENTATIVE PARCEL MAP 03-15 (PAGANO)**

Assessor's Parcel Number: 032-020-014

Record Owner: Douglas W. Pagano

Address: PO Box 396  
Byron, CA 94514-0396

Shall Ordinance No. 07-16 of the City Council of the City of Oakley be approved so as to authorize a special tax on property located in Zone 156 of the Oakley Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service? The initial annual tax is to be \$975.84 per single family parcel and \$487.92 per vacant parcel (all FY 2015-16 rates) per the current rate schedule. I also acknowledge that the tax rate can be adjusted annually as described in Ordinance No. 07-16.

\_\_\_\_\_ Yes, Ordinance No. 07-16 shall be approved.

X\_\_\_\_\_ No, Ordinance No. 07-16 shall not be approved.

Douglas W Pagano  
Signature of Authorized Representative for  
Douglas W. Pagano

Douglas W Pagano  
Printed Name

OWNER  
Title

CITY OF OAKLEY

ORDINANCE NO. \_\_\_-16

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

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

Section 1. Purpose, Intent and Authority.

It is the purpose and intent of this Ordinance to authorize the levy of a special tax on parcels of real property on the secured property tax roll of Contra Costa County that are within Oakley Special Police Tax Area Zone 156 (Tentative Parcel Map 03-15 (Pagano)) (Assessor Parcel No. 032-020-014) of the Oakley Special Police Tax Area in order to provide funding for police protection to serve the property and persons within said Zone.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 156.

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

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the actual cost of services for the City of Oakley's cost of obtaining police services. The base amount shall be the amount of tax per parcel as specified in Section 3.A herein. The adjustments from actual to constant dollars shall be made by use of the actual cost of services, as specified in Section 3.B herein.

B. "Actual Cost of Services" means the estimated fully-loaded average cost for police personnel.

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

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

E. Oakley Special Police Tax Area Zone 156 (hereinafter called "Zone") means that portion of the incorporated area of the City of Oakley located within the boundaries as shown on the map Exhibit A hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of this Ordinance, parcel does not include any land or improvements outside and boundaries of Zone 156 nor any land or improvements owned by any governmental entity.

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

### Section 3. Amount and Level of Taxes.

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

#### A. For First Fiscal Year:

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

**B. For Subsequent Fiscal Year:**

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

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

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

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

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

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

**Section 4. Collection and Administration.**

**A. Taxes as Liens Against the Property.**

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

**B. Collection.**

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

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

C. Costs of Administration by County.

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

Section 5. Severability Clause.

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

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within the Zone in an election to be held on April 26, 2016 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2015. If not confirmed by two-thirds of the voters participating in the election, this Ordinance and the tax approved herein shall not become effective.

The foregoing ordinance was adopted with the reading waived at a regular meeting of the Oakley City Council on March 22, 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

ATTEST:

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

**CITY OF OAKLEY**

**ORDINANCE NO. 09-16**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKLEY  
REZONING A 3.29 ACRE PROPERTY LOCATED ON THE SOUTHERN SIDE OF  
THE EAST CYPRESS ROAD AND PICASSO DRIVE INTERSECTION (APN 033-012-  
004) FROM M-12 (MULTI-FAMILY RESIDENTIAL) DISTRICT TO P-1 (PLANNED  
UNIT DEVELOPMENT) DISTRICT FOR THE PURPOSES OF PERMITTING  
DEVELOPMENT OF A MINI-STORAGE USE**

**WHEREAS**, on December 16, 2015, Brent Aasen of Brentwood MX4 Investments, LP ("Applicant") submitted an application requesting approval of: 1) a General Plan Amendment to amend the land use designation from Multi Family Residential (High Density) to Commercial; 2) a Rezone from M-12 (Multi Family Residential) District to P-1 (Planned Unit Development) District; and 3) Design Review (Development Plan) for new development of a 139,408 sf. self storage facility (up to 3 stories tall) with a 1,024 sf. office building on a 3.29 acre vacant lot located on the southern side of the East Cypress Road and Picasso Drive intersection ("Project"); and

**WHEREAS**, the rezoning application complies with the requirements of the Oakley Municipal Code ("OMC") Section 2.4.012 (Rezoning); and

**WHEREAS**, the Applicant has initiated a project to change the zoning for the property from M-12 (Multi-Family Residential) District to P-1 (Planned Unit Development) District; and

**WHEREAS**, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the City prepared an Initial Study / Negative Declaration dated March 2016, which was circulated for public review and comment from March 26, 2016 to April 25, 2016. The Notice of Intent to Adopt a Negative Declaration and Initial Study / Negative Declaration were filed with the County Clerk and Governor's Office of Planning and Research State Clearinghouse, on March 26, 2016; and

**WHEREAS**, on April 15, 2016, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution. On April 15, 2016, the Notice of Public Hearing was posted at Oakley City Hall located at 3231 Main Street, outside the gym at Delta Vista Middle School located at 4901 Frank Hengel Way, outside the library at Freedom High School located at 1050 Neroly Road, and at the project site. The notice was also mailed out to all owners of property within a 500-foot radius of the subject property's boundaries, to parties requesting such notice, and to outside agencies; and

**WHEREAS**, on April 26, 2016, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, deliberated on the project, adopted Resolution XX-16 adopting the Negative Declaration and approving the General Plan Amendment for the project; and

**WHEREAS**, these Findings are based on the City's General Plan and the City's Zoning Ordinance, and the information submitted to the City Council at its April 26, 2016 meeting, both written and oral, as reflected in the minutes of such meetings, together with the documents contained in the file for the Project (hereafter the "Record").

The City Council of the City of Oakley does ordain as follows:

**SECTION 1. FINDINGS.** Pursuant to Chapter 2.4.012 of the Oakley Municipal Code, the City Council of the City of Oakley hereby finds and determines as follows:

- A. The change proposed will substantially comply with the Oakley 2020 General Plan in that the proposed rezone to P-1 (Planned Unit Development) District in conjunction with the proposed General Plan Amendment to Commercial (CO) will allow establishing self-storage as a permitted use, which is consistent with the CO land use designation, and relaxing the standard development standards to allow for feasible development of the project site. The P-1 District will allow the site to be developed in the vision of the applicant in a manner consistent with the Commercial land use designation.
- B. The uses authorized or proposed in the land use district are compatible within the district and to uses authorized in adjacent districts in that this P-1 District specifically permits a self-storage facility as proposed by the applicant, and it will provide a buffer between the adjacent railroad tracks and nearby residential uses.
- C. Community need, but not necessarily future financial success, has been demonstrated for the use proposed in that the proposed zone change will serve to result in a development that will beautify the south side of East Cypress Road to match the north side, which will result in a more balanced and attractive entry to the City's fastest growing part of town, the East Cypress Road corridor

**SECTION 2. Property Defined and Rezoned.**

Pursuant to Section 2.4.012 of the Oakley Municipal Code, the Oakley Zoning Map is amended to rezone the following property from the M-12 (Multi-Family Residential) District to P-1 (Planned Unit Development) District:

- A. Approximately 3.29 acres of real property southern side of the East Cypress Road and Picasso Drive intersection (APN 033-012-004), as shown on the "Exhibit A" attached to this ordinance.

**SECTION 3. Applicable Regulations and Standards.**

- A. P-1 (Planned Unit Development) District - The regulations for the use, development, improvement and maintenance of the Property shall be those set



forth in the City's General Plan, Oakley Municipal Code, and following P-1 District regulations and standards for this project:

1. Permitted Uses. The following uses shall be permitted in this P-1 District:
  - a. Any land uses permitted by an approved Final Development Plan which are in harmony with each other, serve to fulfill the function of the planned unit development, and are consistent with the General Plan.
  - b. One, two or three story, conditioned and non-conditioned self-storage units, as approved on a Final Development Plan.
  - c. Business office serving as the rental office for the self-storage facility and: sales area for locks, storage boxes and related storage unit supplies; the storage and rental of no more than one moving truck for moving personal property to or from an actively rented storage unit on the premises (moving truck may not be stored in an area visible from public view); and mail box service, package delivery, facsimile and related services.
  - d. "Boat and recreational vehicle outdoor storage" subject to Zoning Administrator level design review approval and the following performance standards:
    - Boats and recreational vehicles may only be located within the general area approved for future Building C and as an alternative to Building C, or portions thereof;
    - All boats and recreational vehicles shall be completely screened from public view either through location or installation of screening walls;
    - Maintenance and/or repair of boats or recreational vehicles shall be prohibited; and
    - Overnight stay in boats or recreational vehicles is prohibited.
  - e. The placements of pre-fabricated/modular 1-story storage units within the approved footprint area of Building C. Buildings shall match approved colors and materials for the permanent buildings, and not be directly visible from public view.

2. Conditionally Permitted Uses. The following use shall require approval of a conditional use permit pursuant to Oakley Municipal Code Section 9.1.1602 (Variance and Conditional Use Permits):
  - a. Truck and/or trailer storage and/or rental beyond that permitted under "Permitted Uses."
3. Temporary Use Permits. Temporary uses are permitted pursuant to Oakley Municipal Code Section 9.1.1606 (Temporary Use Permit).
4. Lot Requirements. All yard requirements shall be as follows or as approved in a Final Development Plan:
  - Minimum Lot area: Two (2) Acres
  - Minimum Lot Width: N/A
  - Minimum Lot Depth: N/A
5. Yard Requirements. All yard requirements shall be as follows or as approved in a Final Development Plan:
  - Minimum Required Front Yard: Ten (10) feet
  - Minimum Required Rear yard: Zero (0) feet
  - Minimum Required Side Yard: Zero (0) feet
6. Building Heights. All maximum building heights shall be as follows or as approved in a Final Development Plan:
  - Office Building: Two Story Thirty (30) feet
  - Perimeter Buildings: One Story Twenty (20) feet
  - Interior Buildings: Three Story Thirty (35) feet
7. Other Regulations.
  - a. Parking Requirements - All yard requirements shall be as follows or as approved in a Final Development Plan:
    - Four (4) standard parking stalls plus one ADA accessible parking stall shall be provided in compliance with Section 9.1.1402 of the Municipal Code.
8. Final Development Plan Approval: The project Final Development Plan may be approved in conjunction with a Design Review application and approval. Upon approval of the P-1 Zone and Preliminary Development Plan, a Final Development Plan consistent with the Preliminary Development Plan shall be processed in conformance with Section 9.1.1003-3 of the Zoning Ordinance.

**SECTION 4. California Environmental Quality Act (CEQA).**

Pursuant to California State Law, an Initial Study was conducted by the Planning Division to evaluate the potential effects of this project upon the environment. The Initial Study analysis found there were no potentially significant impacts, and therefore a Negative Declaration was prepared. Based upon the findings contained in the Initial Study it has been determined that this project will not have a significant impact upon the environment.

**SECTION 5. Severability.**

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be held unconstitutional, invalid or unenforceable.

**SECTION 6. Effective Date and Posting.**

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

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

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

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

\_\_\_\_\_  
Date

ATTEST:

---

Libby Vreonis, City Clerk

Date

# OAKLEY



CALIFORNIA

Agenda Date: 05/10/2016

Agenda Item: 3.9

## STAFF REPORT

**Date:** May 10, 2016  
**To:** Bryan H. Montgomery, City Manager  
**From:** Deborah Sultan, Finance Director  
**SUBJECT:** City of Oakley as Successor Agency to the Oakley Redevelopment Agency  
-Quarterly Investment Report (3<sup>rd</sup> Quarter FY 2015-16)

Approved and Forwarded to the Oakley  
City Council, as the Board of the  
Successor Agency to the Oakley  
Redevelopment Agency

A handwritten signature in black ink, appearing to read 'B. Montgomery'.

Bryan H. Montgomery, City Manager

### Background and Analysis

California law and the City's Investment Policy require the Agency's fiscal officer to submit a quarterly investment report to the Agency's governing board. The report should contain information on all securities held, and include a statement denoting the ability of the local agency to meet its expenditure requirements for the next six months.

### Fiscal Impact

The Investment Report for the Period Ending March 31, 2016 attached shows balances of \$914,909.05 in cash for operations and \$2,002,689.20 in bond reserves held by the Bond Trustee.

The Agency is in compliance with the City's annually adopted investment policy; however, it continues to struggle to meet all of its expenditure requirements. There was sufficient tax revenues distributed to the Agency in January, when combined with amounts set aside in June and accumulated between January and June, to make the Agency's bond debt service payments last March. However, funding is still insufficient to pay all of the Agency's prior years' unpaid pass-through obligations and remaining project costs. With increased property tax revenues this year and the savings from the refunding of the 2003 bonds, the Agency's funding is improved, but not yet sufficient to meet all of its needs.

### Recommendation

Staff recommends the City Council, as the Board of the Successor Agency, accept the investment report for the 3rd Quarter of Fiscal Year 2015-2016.

### Attachments

City of Oakley as Successor Agency to the Redevelopment Agency Investment Report for the quarter ended March 31, 2016



City of Oakley as Successor Agency to the  
Oakley Redevelopment Agency

**Quarterly Investment Report**  
For the Quarter Ended Mar 31, 2016

Type*	Name of Institution	Rate	Maturity***	Cost Amount	Market Value
<b>Investments in Wells Fargo Bank Account</b>					
	Successor Agency Checking	0.020%	N/A	\$ 914,909.05	\$ 914,909.05
<b>Total Investments Other than Bond Proceeds</b>				<b>914,909.05</b>	<b>914,909.05</b>
<b>Investments with Wells Fargo Trust (bond proceeds): **</b>					
<b>2008 Tax Exempt Tax Allocation Bonds</b>					
9	<i>Government Money Market</i> California Asset Management Trust	0.44%	N/A	2,002,689.20	2,002,689.20
<b>Total Investments of Bond Proceeds</b>				<b>2,002,689.20</b>	<b>2,002,689.20</b>
<b>Total Agency Investments</b>				<b>\$ 2,917,598.25</b>	<b>\$ 2,917,598.25</b>


\* Type of investment as described in Authorized Investments section of the City's adopted Investment Policy

- |                                      |                       |                                 |
|--------------------------------------|-----------------------|---------------------------------|
| 1. U.S Government Securities         | 5. Bankers Acceptance | 9. Money market funds           |
| 2. U.S. Government Agency Securities | 6. Commercial Paper   | 10. Repurchase agreements       |
| 3. Local Agency Investment Fund      | 7. Medium term notes  | 11. CalTRUST Short Term Account |
| 4. Certificates of Deposit           | 8. Mutual funds       | 12. Overnight Sweep             |

\*\* Investment of bond proceeds is governed by each bond's Trust Agreement. All of the amounts with Wells Fargo Trust are debt service reserve funds. Investment income remains with the individual bond accounts.

\*\*\* All Successor Agency accounts have same day or next day liquidity

The City of Oakley, as Successor Agency to the Oakley Redevelopment Agency, is in compliance with the City's annually adopted investment policy.

  
 Approved by Deborah Sultan  
 Finance Director

  
 Date



Agenda Date: 05/10/2016  
Agenda Item: 7.1

## STAFF REPORT

Approved and Forwarded to City Council:

  
Bryan Montgomery, City Manager

**Date:** May 2, 2016  
**To:** Bryan Montgomery, City Manager  
**From:** Nancy Marquez, Assistant to the City Manager  
**SUBJECT:** **WORK SESSION regarding 2014-2016 Strategic Plan**

### Background and Analysis

The City of Oakley held a community-wide Strategic Planning Meeting at the Freedom High School multi-purpose room on Tuesday, April 19<sup>th</sup>. 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.

During the work session we hope to review the input received.

**Fiscal Impact**

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

**Recommendation**

Staff recommends that the Council review the draft 2016-2018 Strategic Plan, provide input and direction to Staff regarding goals and action items to be pursued. The final Strategic Plan could then be brought back for final adoption at the May 24th Council Meeting.

**Attachments**

1. Draft 2016-2018 Strategic Plan
2. Summaries of Input Received by Area of Focus

**Fiscal Impact**

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



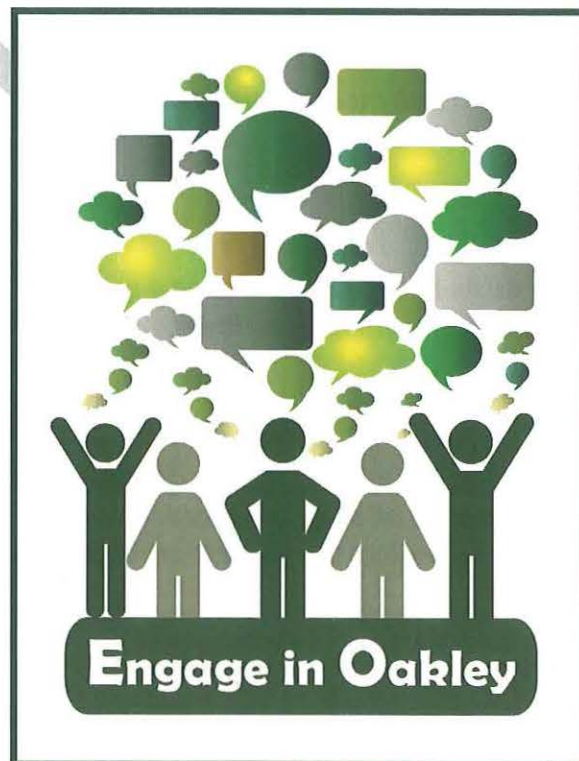
# OAKLEY



CALIFORNIA

## STRATEGIC PLAN

2016-18 - *DRAFT*





# STRATEGIC PLAN CONCEPT

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

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

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

## **Vision**

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

## **Mission**

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

## **Ethics**

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

## **Core Values**

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



# STRATEGIC AREAS OF FOCUS & GOALS

## **BUSINESS AND JOB GROWTH**

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

## **PLANNED, QUALITY GROWTH**

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

## **COMMUNITY INFRASTRUCTURE & TRAFFIC SAFETY**

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

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

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

## **PUBLIC SAFETY**

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



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

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

## **FINANCIAL STABILITY & SUSTAINABILITY**

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

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

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

## **POLITICAL LEADERSHIP AND STABILITY**

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

## **OPERATIONAL EXCELLENCE**

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



# STRATEGIC PLAN ACTION ITEMS

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

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

### Action items:

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

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

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

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

### **Action items:**

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

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

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

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

### **Action items:**

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

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

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

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

### **Action items:**

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

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

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

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

**Action items:**

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



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

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

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

**Action items:**

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

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

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

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

**Action items:**

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

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

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

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

**Action items:**

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

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

**Area of Focus #9: POLITICAL LEADERSHIP AND STABILITY**

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

**Action items:**

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

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

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

### **Action items:**

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

## **CONCLUSION**

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

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

## 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)

Comment [NM1]: Support for 1.j

Comment [NM2]: Support for 1.k

Comment [NM3]: The community is highly supportive of returning the K-9 unit to operation

Comment [NM4]: Community was supportive of PD growth

Comment [NM5]: Residents want to be sure these are not for red light runners, but are highly supportive of the camera program

Comment [NM6]: Several noted the desire to participate in the Citizens Academy

## 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, 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?)*

Construct sidewalks on Rose Avenue southnorth of Laurel Road

Construct sidewalk on Main Street from Gardenia Drive to Vintage Pkwy

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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:

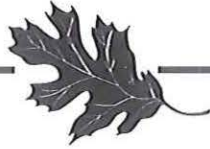
- 8.a. Return all phone calls and emails same day or within 24 hours (Bryan Montgomery) Comment [NM1]: Support for 8.a
- 8.b. Keep updated the City's website and continuously monitor content; update as necessary (Lindsey Bruno) Comment [NM2]: Support for 8.b
- 8.c. Partner with the Chamber of Commerce, 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



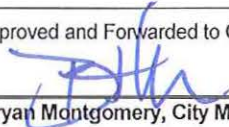
## CALIFORNIA

Agenda Date: 05/10/2016  
Agenda Item: 7.2

## STAFF REPORT

**Date:** May 10, 2016  
**To:** Bryan Montgomery, City Manager  
**From:** Kenneth W. Strelo, Senior Planner  
**SUBJECT:** Work Session – Donation Bins, Sea/Cargo Containers, and Residential Front Yard Improvements

Approved and Forwarded to City Council:

  
Bryan Montgomery, City Manager

### Summary and Background

This is a work session for the City Council to receive information from Staff and discuss whether to direct Staff to further analyze and ultimately propose regulations to consider for adoption related to donation bins, sea/cargo containers within City limits, and residential front yard improvements. Although the three topics are covered in this work session, they are unrelated. The Council may wish to direct Staff to bring back regulations related to one or more, or none of the topics.

### Donation Bins

For the purposes of this work session, a donation bin is an unattended receptacle typically found in public places (i.e. publically accessible places, such as commercial shopping centers and stand-alone businesses; not to mean “public property”), as a means of generating additional revenue in small increments through receivable donations. An example of the type of donation bin intended to be discussed is shown in Figure 1.

Figure 1. Example of a Donation Bin



The City of Oakley Municipal Code (“OMC”) does not have language that addresses donation bins. Without adopted standards, it is difficult for Staff to provide information on inquiries or take action when a donation bin is installed somewhere within Oakley. Below, the Council is provided with several bullet items of observations in relation to

donation bins, potential issues and concerns, and ideas and standards pulled from other jurisdictions.

#### Observations in Relation to Donation Bins:

- Often found standing alone in a landscape area or within dedicated parking spaces;
- If full, donations are sometimes left on the ground beside the bin;
- Are unattractive if located near sidewalks, streets, or standing alone.

#### Potential Issues and Concerns:

- Donation bin is "profit" rather than for "non-profit;"
- Donation bin is not adequately monitored and emptied, resulting in overfill and ground dumping or un-corrected vandalism;
- Donation bin obstructs visibility and circulation.

#### Examples of Standards from Other Jurisdictions:

- Requires a permit, subject to standards;
- On-bin signage requirements and "non-profit" bins only;
- Does not interfere with visibility, circulation, or parking;
- Enforcement if bin is not permitted or not operated pursuant to the permit.

#### Analysis and Recommendation

Non-profit only donation bins may provide a needed service to the community; however, without standards and regulations they can be placed in unsightly or dangerously located areas, be of questionable origin, or not be maintained properly (e.g. overflow, graffiti, etc.). There are general standards Staff would look into if directed to bring back language for consideration. Staff has researched the topic and recommends that, at a minimum, the following standards be implemented:

- Bins must be located adjacent to the building entrance of an existing commercial use, or other use open to the public.
- Bins would not be allowed in open areas such as parking lots, landscape areas, or undeveloped portions of lots, or on public property or within public rights-of-way.
- All existing bins would be subject to any new regulations that are adopted. (The opinion of the City Attorney would be sought on all proposed regulations related to existing bins.)

#### **Sea/Cargo Containers**

A sea or cargo container (hereinafter "cargo container") is a rectangular metal container used to ship cargo on water vessels, trains and trucks. Over the past

several years, they have been the subject of some efforts of repurposing. Examples of repurposing would be the Starbucks on Main Street near highway 160, and what some communities have allowed as affordable or “tiny” housing. However, the issues sought to be resolved in this work session revolve around the use of cargo containers as accessory structures on residential lots (and sometimes commercial and industrial lots). Staff would like to amend the zoning ordinance (OMC Chapter 9.1) and possibly the Neighborhood Preservation Ordinance (OMC Chapter 4.29), if applicable, to prohibit cargo containers from being placed on any residential lot unless the container is repurposed through the use of exterior materials and residential type roofing to act as positive addition to a property that would not be unsightly to neighbors or from public view. Also, Staff would also propose that language be analyzed and strengthened, if necessary, that any placement of such containers in conjunction with non-residential uses would require design review approval. Figure 2 shows an example of the type of cargo container discussed in this work session.

Figure 2. Example of Cargo Container



### Analysis and Recommendation

Cargo containers are designed for the purposes of securely holding cargo and being exposed to the elements during transportation across oceans and land. They are not designed for use as residential accessory structures or permanent storage containers for commercial and light industrial businesses. As built, they do not meet the requirements of the City of Oakley Residential Design Guidelines, which state that the materials and architectural style of an accessory structure should match the materials and architectural style of the main unit. The corrugated metal siding, flat roof, and lack of trim and windows are all reasons cargo containers do not meet the guidelines. Likewise, they would not meet the Commercial and Industrial Guidelines. However, as can be seen through a quick internet search, cargo containers can be repurposed for many uses through architectural modification, such as the addition of a roofline, windows, trim, exterior materials, man doors, etc.

Staff recommends the City Council direct Staff to further analyze how the City of Oakley can accommodate cargo containers within the City limits through implementation of design standards.

### **Residential Front Yard Improvements**

The City of Oakley Neighborhood Preservation Ordinance (OMC Chapter 4.29) includes language that regulates front yard landscaping. Specifically, one subsection states it is considered a public nuisance to keep “a property on which the improved surface of the property exceeds 50% of the front yard area setback (including the driveway)” (OMC Section 4.29.402(b)). An “improved surface is then defined as, “...any surface which has been improved with pavement, asphalt, cement, brick, interlocking pavers or other similar material and maintained in such a manner as to provide for a mud-free and dustless surface” (OMC Section 4.29.302(l)). Furthermore, OMC Section 4.29.408(b) prohibits “the parking of any motor vehicle, trailer, camper or boats on any unimproved surface, unless it is located behind the front yard or side yard setback.”

#### Analysis and Recommendation

Planning has worked with Code Enforcement on interpreting several specific cases and it has been discovered that when applying the above sections to a specific case, unintended circumstances result. First, the intent of the maximum 50% improved surface is to prohibit large portions of front yards from being used as off-street parking. But, by definition, improved surface would include several non-parking related improvements to a front yard (e.g. walkway, decorative hardscape and pavers, projecting porch). Staff does not believe it is the intent of the code to prohibit residents from making attractive hardscape improvements to their front yards. Also, there is a potential inconsistency because it has been interpreted that “decomposed granite” for the purposes of parking a vehicle is considered an improved surface; however, it does not fall within the description of that definition. This interpretation has been made so as to not allow a loop hole by allowing more than 50% of a front yard setback to be occupied by vehicle storage. Staff believes these sections of the code should be re-written to better address the desires of the City Council and properly protect property values.

First, Staff would recommend the code be modified to intently state that the purpose of the landscaping regulation allowing no more than 50% improved surface is to prohibit more than 50% of the width of a required yard from being used to store vehicles, and to possibly allow excess of 50% improved surface when designed and used as walkway to access a front door or pervious pavers, etc. Large areas of concrete or other impervious surfaces would continue to be discouraged, even if not used for parking. Staff also recommends that the City Council determine whether it is appropriate to allow the parking of vehicles within the front yard on gravel or decomposed granite, or whether this portion of the code should be more strictly

enforced and only allow parking on surfaces that fall under the definition for "improved surface."

In relation to the above discussion, if the Council agrees that no more than 50% of a required front yard may be used for parking, and that parking may only take place on improved surfaces, Staff would recommend the Council adopt an exception for lots with concave street lines, such as those in cul-de-sac bulbs or other curved streets with to allow up to 60% of a require front yard be used for parking or the addition of a 10 foot wide drive aisle to access a side or rear yard or parking place adjacent to the existing driveway, whichever results in more allowance.

Staff would also recommend that the code include a statement that it supersedes the Residential Design Guidelines that require storage of recreational vehicles and boats to be located outside of the front yard setback and behind a six foot tall good neighbor privacy fence. However, it is still recommended that rvs and boats stored outside of the front yard setback, but still within public view, be behind a six foot tall good neighbor privacy fence.

#### **Attachments**

None