



STAFF REPORT

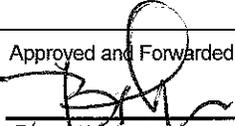
Date: Tuesday, October 25, 2016

To: Bryan H. Montgomery, City Manager

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

Subject: Approval of Subdivision Improvement Agreement and Phase 1 Final Map for Subdivision 9183 Stonewood 3 (South of Simoni Ranch Road at western intersection of Rose Avenue and Little Ranch Circle)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On June 9th, 2009 the City Council adopted Resolution 82-09 conditionally approving the tentative map for Subdivision 9183 Stonewood 3. The Developer, West Coast Home Builders, a California Corporation, desires to record the phase 1 final map, called Subdivision 9183 Stonewood 3 - Unit 1, with 10 lots.

In order to satisfy all remaining conditions of approval, the Developer has requested that the City enter into a Subdivision Improvement Agreement. The Subdivision Improvement Agreement requires the Developer to complete the public improvements as required by the conditions of approval for Subdivision 9183. As part of this agreement, the Developer is required to provide security for the amount of the estimated cost to complete the improvements of \$107,019.

None of the required improvements have been accepted at this time. The applicant is required to complete the public improvements within twelve months in accordance with the Subdivision Map Act (Government Code §66410) and the Subdivision Improvement Agreement. The City Engineer and City Surveyor have reviewed the tentative map approval documents and the phase 1 final map, and have found the final map to be technically correct, in substantial compliance with the conditionally approved tentative map, and all final map conditions of approval have been met (or are being secured by way of this agreement).

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council adopt the Resolutions approving the Final Map for Subdivision 9183 Stonewood 3 - Unit 1 and authorizing the City Manager to execute the Subdivision Improvement Agreement.

Attachments

- 1) City Council Resolution 82-09
- 2) Subdivision Improvement Agreement (SIA)
- 3) Resolution for SIA
- 4) Resolution Approving the Final Map titled Subdivision 9183 Stonewood 3 - Unit 1
- 5) Reduction of Subdivision 9183 Stonewood 3 - Unit 1 Final Map

CITY OF OAKLEY

RESOLUTION NO. 82-09

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL MAKING FINDINGS AND APPROVING THE STONEWOOD 3 SUBDIVISION FOR A VESTING TENTATIVE MAP (9183) TO SUBDIVIDE A 11.29-ACRE PARCEL INTO 31 LOTS WITHIN THE R-10 AND P-1 RESIDENTIAL ZONE DISTRICTS AND ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR A PROJECT LOCATED SOUTHWEST OF SIMONI RANCH ROAD AT LITTLE RANCH CIRCLE (APN'S: 034-230-001 AND 034-470-033)

FINDINGS

WHEREAS, on June 4, 2008, Jackie Seeno ("Applicant"), submitted an application for Vesting Tentative Map (9183) to subdivide a 11.29-acre parcel into 31 parcels located southwest of Simoni Ranch Road at Little Ranch Circle, APN's: 034-230-001 and 034-470-033 ("Project"); and

WHEREAS, on November 7, 2008 the Vesting Tentative Map application was deemed complete; and

WHEREAS, the City prepared an Initial Study/Mitigated Negative Declaration, dated March 25, 2009, which was circulated for public review and comment from March 25, 2009 to April 23, 2009. The Notice of Intent to Adopt a Mitigated Negative Declaration and Initial Study were filed with the County Clerk and Governor's Office of Planning and Research State Clearinghouse on March 25, 2009; and

WHEREAS, in compliance with the January 22, 2007 Implementing Agreement and the subsequent Implementing Ordinance 19-07, the proposed project has completed a HCP Application and Planning Survey to comply with and receive permit coverage under the East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan; and

WHEREAS, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution on May 29, 2009, and mailed out to all owners of property within 300 feet of the Project site on May 29, 2009. The Notice of Public Hearing was posted at the Project site, Oakley City Hall, Freedom High School, and at 204 2nd Street (City Annex); and

WHEREAS, on June 9, 2009, the City Council held a properly noticed public hearing at which it received a report from City Staff, oral and written testimony from the Applicants and the public, and deliberated on the applications. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, these Findings are based on the City's General Plan, the City's Zoning and Subdivision Ordinances, the Residential Design Guidelines, and the information submitted to the City Council at its June 9, 2009 meeting, both written and oral, including oral information provided by the Applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the Subdivision (hereafter the "Record").

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL: on the basis of the above findings of fact and the entire Record, the City Council makes the following additional findings in support of the approvals:

1. The Initial Study/Mitigated Negative Declaration has been prepared and made available for public comment, pursuant to the California Environmental Quality Act (CEQA) Guidelines, and mitigation measures contained therein will reduce all potentially significant impacts of the project to a less than significant level.
2. In regards to the application requesting approval of a Vesting Tentative Map to subdivide an 11.29-acre parcel into 31 lots:
 - i. That the proposed Vesting Tentative Map is consistent with Oakley General Plan in that:
 - it allows for orderly residential development on a site designated Single-Family High Density and Single-Family Low Density on the General Plan Land Use Map;
 - ii. That the design or improvement of the proposed subdivision is consistent with General Plan in that the site is designated Single-Family High Density and Single-Family Low Density which are intended to provide single family residential development consistent with suburban uses.
 - iii. That the site is physically suitable for the type of development. The proposed Vesting Tentative Map meets all of the applicable development standards in the Oakley zoning ordinance, and the R-10 and P-1 zoning districts. The project design is consistent with the Zoning Ordinance because the lots meet all development standards for lot area, setbacks, and coverage required.
 - iv. That the site is physically suitable for the proposed density of development. Lots 1 through 10 are designated Single-Family High Density, with a project density of 4.95 du/acre, which is under the maximum allowable 5.5 du/acre. Lots 11 -31 are designated as Single-Family Low Density, with a project density of 2.265 du/acre, which is under the maximum allowable 2.3 du/acre.
 - v. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The proposed Vesting Tentative Map is for the subdivision of 31

lots. The project is subject to the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). In order to receive permit coverage, a HCP/NCCP application has been processed and all identified mitigation measures have been incorporated into the Mitigated Negative Declaration and Mitigation Monitoring Program prepared in accordance with the CEQA guidelines.

- vi. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The design of the subdivision includes the construction of improvements within the right-of-way that are consistent with typical with major subdivisions. The improvements consist of roads, sidewalks, curbs and gutters.
- vii. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. The Vesting Tentative Map does not conflict with easements acquired by the public for access and utilities.

3. The Project complies with Measure J Growth Management requirements.

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

- Approve Vesting Tentative Map 9183;
- Adopt the Mitigated Negative Declaration and Mitigation and Monitoring Program.

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

CONDITIONS OF APPROVAL

The Applicant shall comply with the requirements of Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the final Vesting Tentative Map received by the Community Development Department date stamped November 25, 2008.

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT UNLESS OTHERWISE NOTED:

Planning Division

General:

1. This Vesting Tentative Map is approved as shown on the plans date stamped by the Community Development Department on November 25, 2008 and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.
2. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.
3. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days and times may be modified on prior written approval by the Community Development Director.
4. Should archaeological materials be uncovered during grading, trenching or other on- site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary.
5. All mitigation measures addressed in the environmental document shall be complied with and addressed as outlined in the Mitigation Monitoring Program approved for this project, per the review and approval of the Community Development Director.
6. The applicant shall indemnify, defend, and hold harmless the City of Oakley, the City Approving Authorities, and the officers, agents, and employees of the City from any and all claims, damages and liability (including, but not limited to, damages, attorney fees, expenses of litigation, costs of court).
7. Design of drainage facilities shall meet with the approval of both the City Engineer and the Contra Costa County Flood Control and Water Conservation District prior to the issuance of grading permits.

Development Standards:

8. Any development for this project site shall meet all setbacks and all other zoning regulations for the portion of the site zoned R-10. For the portion of the site zoned P-1 the development standards are as follows:

- Minimum Lot Area: 7,500 square feet;
- Minimum Lot Frontage: 30' at the property line;
- Minimum Front Yard Setback: 20; to garage, 15' to any living space and porches;
- Minimum Side Yard Setback: 5' feet minimum, sum of both sides 15', corner lots shall maintain a street yard setback of 10';
- Minimum Rear Yard: 15';
- Maximum Wall/Fence Height: 7'.

Landscaping:

9. A mix of evergreen and deciduous trees as well as shrubs and ground cover shall be planted along the street frontage as specified in the Residential Design Guidelines per the review and approval of the Community Development Director.
10. A landscaping and irrigation plan for all areas shown on the landscape plan shall be submitted for review and approval of the Community Development Director prior to the issuance of building permits. Landscaping shall conform to the Oakley Landscape Guidelines and the City's Water Conservation Landscape Ordinance 82-26 and shall be installed prior to final occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.
11. California native drought tolerant plants shall be used as much as possible. All trees shall be a mix of fifteen-gallon and 24" box; all shrubs shall be a mix of one-gallon and five-gallon size, and all perennials shall be a minimum one-gallon size, excluding side and rear yards.
12. All landscaped areas not covered by shrubs or groundcover shall be covered with bark or acceptable alternative as reviewed and approved by the Community Development Director. On slopes greater than 3 to 1, the applicant shall use an alternative to bark per the review and approval of the Community Development Director.
13. Each residential lot shall have a minimum of two different types of trees along the street frontage, with the exception of corner lots, which shall have four.
14. The applicant shall maintain all private landscaping until occupancy.
15. A street tree plan shall be submitted for review prior to issuance of Building Permits. The street trees shall be inter-mixed throughout the subdivision, so there are a variety of trees on every street, per review of the Community Development Department.

Fence and Walls:

16. Within the subdivision good neighbor fences shall be constructed of six-foot high wood fences with metal posts or acceptable alternative as reviewed and approved by the Community Development Director. Corner lots or any good neighbor fence facing a street shall provide a fence or wall constructed of a durable material such as, but not limited to, masonry, vinyl, enhanced wood, composite or other durable material as approved by the Community Development Director. All wood fencing visible from the street shall be stained or painted on both sides to prevent water damage to the satisfaction of the Community Development Director.
17. Sound walls shall attenuate, not just deflect sound. The use of sound absorbing material should be used for the construction of sound walls per the review and approval of the Community Development Director.
18. Anti-graffiti techniques shall be used on masonry sound walls.

Design Review:

19. All new dwellings shall conform to the City's Residential Design Guidelines, and shall be approved through the review and approval of a Design Review Application prior to the approval of any building permits.

Subdivision Disclosures:

20. Where a lot/parcel is located within 300' of a high voltage electric transmission line, the applicant shall record the following notice:

"The subject property is located near a high voltage electric transmission line. Purchasers should be aware that there is ongoing research on possible potential adverse health effects caused by the exposure to a magnetic field generated by high voltage lines. Although much more research is needed before the question of whether magnetic fields actually cause adverse health effects can be resolved, the basis for such a hypothesis is established. At this time no risk assessment has been made."

When a Final Subdivision Public Report issued by the California Department of Real Estate is required, the applicant shall also request that the Department of Real Estate insert the above note in the report.

21. The following statements shall be recorded at the County Recorder's Office for each parcel to notify future owners of the parcels that they own property in an agricultural area:

"This document shall serve as notification that you have purchased land in an agricultural area where you may regularly find farm equipment using local roads; farm equipment causing dust or blowing sand; crop dusting and spraying occurring regularly; burning associated with agricultural activities; noise associated with farm

equipment such as zon guns and aerial crop dusting and certain animals, including equestrian trails as well as flies may exist on surrounding properties. This statement is again, notification that this is part of the agricultural way of life in the open space areas of the City of Oakley and you should be fully aware of this at the time of purchase.

Subdivision Design:

22. Driveway openings shall be a maximum 18' in width or up to 25% of a lot's frontage (except on cul-de-sacs).
23. The street names shall be approved by the Community Development Department and the East Contra Costa Fire District.

Energy Efficiency:

24. Water heaters shall provide an energy efficiency factor of 0.62 or better.
25. Dual zone air conditioning shall be provided on all two-story residential units.
26. Air conditioning condenser units shall be located to take advantage of natural shade when possible. Condensers should not be placed on the west or south elevation of a home, unless shade is provided or created via a trellis. The location of the condenser shall be added to all plot plans for review and approval of the Community Development Director.
27. Subdivisions design shall take into consideration passive solar energy and house orientation should take advantage of this.
28. High efficiency furnaces shall be used with a 90% AFUE and compressors shall have a SER rating of greater than 13 per the review and approval of the Community Development Director.
29. Low E glass windows should be used with wood, fiberglass or vinyl frames per the review and approval of the Community Development Director.

Building Division

30. Plans shall meet the currently adopted Uniform Codes as well as the newest T-24 Energy Requirements per the State of California Energy Commission. To confirm the most recent adopted codes please contact the Building Division at (925) 625 – 7005.
31. An Automatic Life Safety Sprinkler System shall be required in all new residential occupancies pursuant to Ordinance 22-06. The Automatic Life Safety Sprinkler Systems in one-family and two-family dwellings and attached and detached garages shall be designed and installed to the standards and requirements found in the most recent version of the NFPA (National Fire Protection Association), Standard 13D. A minimum of two

sprinkler pilot heads shall be installed in a dwelling's attic area, if applicable.

32. Prior to requesting a *Final Inspection* from the Building Division all Conditions of Approval required for occupancy must be completed.

Public Works and Engineering

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

Roadway Improvements:

39. Construct the frontage of Goldenleaf Lane to City public road standards for a 36-foot wide roadway including curb and gutter along the west side. Future development on the parcel (APN 034-110-007) west of Goldenleaf Lane will be required to pay the applicant back for the pro-rata share of the roadway that would have been their obligation.
40. Construct the frontage of Carpenter Road to City public road standards for a 20-foot half width roadway within a 40-foot right-of-way including curb, ten-foot detached sidewalk (parallel to the curb face and offset from the

face of curb by five feet), right of way landscaping, necessary longitudinal and transverse drainage, and conforms to existing improvements. Any conforms must take place outside of the limits of the project.

41. Construct Rose Avenue to City public road standards for a 40-foot wide roadway within a 76-foot right of way, including curb, six-foot detached sidewalk (parallel to the curb face and offset from the face of curb by six feet except as noted below), right-of-way landscaping, necessary longitudinal and transverse drainage, full width pavement, and conforms to existing improvements. The face of curb shall be located 20 feet from the centerline and any conforms to existing improvements must take place outside of the limits of the project. The offset distance of the sidewalk from the curb may be adjusted to allow sufficient width for the construction of the storm water treatment devices as shown on the Tentative Map and subject to approval by the City Engineer.
42. Construct the project streets to City public road standards and as shown on the Tentative Map with the following exceptions:
 - A. The minimum street grade may be lowered from the standard 1% to 0.75% provided that the project proponent demonstrates that the City's drainage standards can be achieved.
 - B. Submit a turning radius exhibit to the City Engineer for review and approval to illustrate that the ninety-degree turns of project streets can accommodate the largest expected vehicle to use the streets without the inclusion of City standard elbows. If the exhibit illustrates that elbows are necessary to accommodate the expected traffic then they shall be included in the improvement plans.
43. Install traffic calming measures consistent with the City's Neighborhood Traffic Management Program including bulb-outs, raised intersections and stop signs. The traffic calming measures shall be included on the improvement plans and are subject to the review and approval of the City Engineer.
44. Install traffic control devices such as stop signs and other signing and striping on the project streets to the satisfaction of the City Engineer.
45. Install standard street barricades at the southern terminus of Goldenleaf Lane, the southern terminus of Rose Avenue, and the three street stubs west of Goldenleaf Lane. The barricades shall include a sign notifying residents that the streets are planned to be extended in the future.
46. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.
47. Submit a phasing plan for the project streets to the City Engineer for review if the street improvement will be phased. The plan shall include provisions for emergency vehicle access, temporary turn-around facilities, and access to the occupied lots.

Road Dedication :

48. Convey to the City, by Offer of Dedication, the right of way for the project streets including the segment of Rose Avenue within the project.
49. Convey to the City, by offer of dedication, the right-of-way for the construction of the west side of Goldenleaf Lane including an additional five-feet behind the face of curb.
50. Relinquish abutter's rights of access along all non-primary frontages to the satisfaction of the City Engineer.
51. Furnish necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road, utility and drainage improvements.

Street Lights:

52. Install streetlights along all project streets, Goldenleaf Lane, Carpenter Road and Rose Avenue frontages. The City Engineer shall determine the final number and location of the lights, and the lights shall be on an LS2-A rate service. The lights shall be decorative per City standards.

Grading:

53. Submit a geotechnical report to the City Engineer for review that substantiates the design features incorporated into the subdivision including, but not limited to grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections.
54. At least one week prior to commencement of grading, the applicant shall post the site and mail to the owners of property within 300 feet of the exterior boundary of the project site notice that construction work will commence. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be kept current at all times and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility. The names of the individual responsible for noise and litter control shall be expressly identified in the notice. The notice shall be reissued with each phase of major grading activity. A copy of the notice shall be concurrently transmitted to the City Engineer. The notice shall be accompanied by a list of the names and addresses of the property owners noticed, and a map identifying the area noticed.
55. The grading design shall eliminate the overland releases across Lot 28 and Lot 11. Overland release shall be located to release through the project streets.

56. Storm drain and other utility pipes shall be located entirely within the project streets and shall not run across or between any of the lots. The storm drain system shown on the tentative map shall be modified to eliminate the pipe shown crossing the north side of Lot 11.
57. Fine grade all pads so that they drain directly to the public street at a minimum of one percent without the use of private drainage systems through rear and side yards.
58. Grade any slopes with a vertical height of four feet or more at a slope of 3 to 1. Retaining walls that may be installed to reduce the slope must be of masonry type and comply with the City's building code.
59. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer.
60. Submit a haul route plan to the City Engineer for review and approval prior to importing or exporting any material from the site. The plan shall include the location of the borrow or fill area, the proposed haul routes, the estimated number and frequency of trips, and the proposed schedule of hauling. Based on this plan the City Engineer shall determine whether pavement condition surveys must be conducted along the proposed haul routes to determine what impacts the trucking activities may have. The project proponents shall be responsible to repair to their pre-construction condition any roads along the utilized routes.
61. Prior to commencement of any site work that will result in a land disturbance of one acre or more, the applicant shall provide evidence to the City Engineer that the requirements for obtaining a State General Construction Permit have been met. Such evidence may be a copy of the Notice of Intent letter sent by the State Water Resources Control Board. The WDID Number shall be shown on the grading plan prior to approval by the City Engineer.
62. Submit an updated erosion control plan reflecting current site conditions to the City Engineer for review and approval no later than September 1st of every year while the Notice of Intent is active.
63. Grade all pad elevations or install levees to satisfy Chapter 914-10 of the City's Municipal Code, including the degree of protection provisions.
64. The burying of any construction debris is prohibited on construction sites.

Utilities/Undergrounding:

65. Underground all new and existing utility distribution facilities including any facilities along the Carpenter Road frontage. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building

utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

66. All utility boxes shall be installed underground and all wires and cables must be installed in conduits. Compliance with this condition shall be at the discretion of the City Engineer.

67. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

Drainage Improvements:

68. Collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to an adequate natural watercourse having definable bed and banks, or to an existing adequate public storm drainage facility that conveys the storm waters to an adequate natural watercourse consistent with the plans for Drainage Area DA 30B and DA 130 as prepared by the Contra Costa County Flood Control and Water Conservation District (FCD). FCD has noted in their letter of April 23, 2009 that the project will need to split the drainage between DA 30B Line A and DA 30B Line C and that the developer is responsible for construction subject to reimbursement for improvements above the project's fair share contribution of DA 30B Line C from the project to the nearest downstream connection. Alternatives as approved by City of Oakley and Contra Costa County Flood Control District may be proposed to address conveyance of storm water.

69. Submit a final hydrology and hydraulic report including 10-year and 100-year frequency event calculations for the proposed drainage system and stormwater pond to the City Engineer for review and approval.

70. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.

71. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

72. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

Landscaping in the Public Right of Way:

73. Maintain all landscaping within the public right of way until such time that the adjacent roadway improvements have been accepted for maintenance.

National Pollutant Discharge Elimination System (NPDES):

74. Comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, the Regional Water Quality Control Board (Central Valley - Region IV), including the Stormwater C.3 requirements as detailed in the Guidebook available at www.cccleanwater.org.

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

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

Fees/Assessments:

75. Comply with the requirements of the development impact fees listed below, in addition to those noticed by the City Council in Resolution 00-85 and 08-03. The applicant shall pay the fees in the amounts in effect at the time each building permit is issued.

- A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);
- B. Regional Transportation Development Impact Mitigation Fee or any future alternative regional fee adopted by the City (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);
- C. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
- D. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);
- E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);

- F. Child Care Facilities "In Lieu" Fee (adopted by Ordinance No. 18-99 and 23-99);
- G. Fire Facilities Impact Fee, collected by the City (adopted by Ordinance No. 09-01);
- H. South Oakley Infrastructure Master Plan Fee (adopted by Resolution No. 52-03); and
- I. General Plan Fee (adopted by Resolution No. 53-03)
- J. East Contra Costa County Habitat Conservation Plan Fee (adopted by Resolution No. 112-07 & 124-07)

The applicant should contact the City Engineer prior to constructing any public improvements to determine if any of the required improvements are eligible for credits or reimbursements against the applicable traffic benefit fees or from future developments.

76. The applicant shall be responsible for paying the County Recorder's fee for the Notice of Determination as well as the State Department of Fish and Game's filing fee.

77. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide landscaping and park maintenance, subject to an assessment for maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to approval of the final map. The Applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by Applicant.

78. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for citywide street lighting costs and maintenance, subject to an assessment for street light maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to filing of the final map. The applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by Applicant.

79. Annex the property to the City of Oakley Landscape and Lighting District No. 1 for project specific landscaping maintenance, subject to an assessment for landscape operation and maintenance based on the assessment methodology described in the Engineer's Report. The assessment shall be the per parcel annual amount (with appropriate future

cost of living adjustment) as established at the time of voting by the City Council. Any required election and/or ballot protest proceedings shall be completed prior to filing of the final map. The applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of annexation shall be paid by Applicant.

80. Participate in the provision of funding to maintain police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be the per parcel annual amount (with appropriate future cost of living adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to filing of the final map. Should the homes be occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rata share for the remainder of the tax year prior to the City conducting a final inspection.
81. Participate in the formation of a mechanism to fund the operation and maintenance of the storm drain system, including storm water quality monitoring and reporting, stormwater ponds and any proposed pump stations, as well as any levees proposed to be maintained by the City. The appropriate funding mechanism shall be determined by the City and may include, but not be limited to, an assessment district, community services district, or community facilities district. The funding mechanism shall be formed prior to filing of any final or parcel map, and the project proponent shall fund all costs of the formation.
82. Participate in the formation of an assessment district for the construction of off-site improvements should the City deem such a mechanism necessary. The assessment district shall be formed prior to the filing of any final or parcel map, and the project proponent shall fund all costs of formation.
83. Applicant shall comply with the drainage fee requirements for Drainage Area DA 30B and DA 130 as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of final map approval. The timing of payment of these drainage fees shall be as approved by the County Board of Supervisors. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which they might be eligible. Any credit or reimbursements shall be determined prior to filing the final map or as approved by the Flood Control District.
84. Participate in the City's South Oakley Infrastructure Master Plan both by cooperating with the City's consultant team in the design and implementation of specific infrastructure projects and by providing this project's fair share contribution to the costs of preparing the study. The fair share contribution shall be paid in accordance with Resolution 52-03.

85. Participate in the assessment district to fund parks, including any off-site parks that will serve this development.

ADVISORY NOTES

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

- A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.
- B. The project will require a grading permit pursuant to the Ordinance Code.
- C. Applicant shall comply with the requirements of Ironhouse Sanitary District.
- D. The applicant shall comply with the requirements of the Diablo Water District.
- E. Comply with the requirements of the East Contra Costa Fire Protection District.
- F. Comply with the requirements of the Building Inspection Division. Building permits are required prior to the construction of most structures.
- G. This project may be subject to the requirements of the Department of Fish and Game. It is the applicant's responsibility to notify the Department of Fish and Game, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.
- H. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.
- I. The applicant shall obtain an encroachment permit for construction within existing City rights of way.
- J. The applicant shall obtain an encroachment permit from Caltrans for construction within the State right of way.

PASSED AND ADOPTED by the City Council at a meeting held on the 9th day of June 2009, by the following vote:

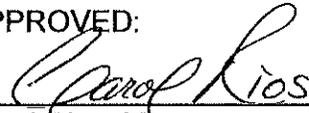
AYES: Anderson, Connelley, Frazier, Rios, Romick

NOES: None

ABSTENTIONS: None

ABSENT: None

APPROVED:



Carol Rios, Mayor

ATTEST:



Nancy Ortenblad, City Clerk

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 9183**

This agreement is made and entered into this ___ day of _____, 2016 by and between the CITY OF OAKLEY, a municipal corporation, hereinafter referred to as "CITY", and WEST COAST HOME BUILDERS, a California Corporation hereinafter referred to as "DEVELOPER".

RECITALS

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that most of the improvements for Subdivision 9183 Unit 1 have been completed and that DEVELOPER, the subdivider of Subdivision 9183 Unit 1, desires to complete improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Number 82-09 in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled Stonewood 3 Unit 1 Improvement Grading and Drainage Plans as prepared by Isakson and Associates, Inc. now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

WHEREAS, DEVELOPER and CITY acknowledge that not all conditions of approval ("COA") contained in Resolution Number 82-09 have been satisfied, but nevertheless, DEVELOPER desires to file a final map. The satisfaction of all COA are the subject of this Agreement and DEVELOPER's agreement to satisfy all COA and construct the Improvements is a material part of the consideration for this Agreement; and

WHEREAS, DEVELOPER intends to satisfactorily complete The Improvements within the time hereinafter specified; and

WHEREAS, it has been determined by the CITY Council of the CITY of Oakley, State of California, that DEVELOPER completed the construction of those public improvements (hereafter "The Improvements") required by the conditions of approval related to the frontage improvements for the project as adopted by the City Council of the City of Oakley via Resolution Number 82-09, attached as Exhibit A, in accordance with the requirements and conditions set forth in approvals, the requirements of the Subdivision Map Act of the State of California, and those certain plans and specifications for said development approved by CITY and titled "STONEWOOD 3 UNIT 1 IMPROVEMENT GRADING & DRAINAGE PLANS" now on file in the office of the City Engineer, which are hereby referred to for a more definite and distinct description of the work to be performed under this Agreement as though set forth at length herein; and

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

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

1. Improvements.

DEVELOPER agrees to complete the installation of the improvements (both public and private), landscaping, and such other improvements (including appurtenant equipment) as required as conditions of approval of Tentative Map 9183 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

DEVELOPER will commence construction of The Improvements within 30 days following the date on which CITY executes this Agreement. DEVELOPER shall complete said work not later than 12 months following said date of execution in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City of Oakley Municipal Code and Contra Costa County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the City Municipal Code or County Ordinance Code, the stricter requirements shall govern. It is understood that the City of Oakley was incorporated effective July 1, 1999, and as such continues to rely on certain laws, ordinances and design standards of the County of Contra Costa. References herein to the County Code or County Ordinance Code are understood to refer to such ordinances and codes as if adopted by the City of Oakley.

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

2. Estimated Cost of Improvements

The estimated cost of constructing the remaining improvements required by this Agreement as adjusted for inflation is agreed to be \$107,019 for public improvements. Said amounts include costs and reasonable

expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

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

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

CITY shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform with the provisions of Chapter 5 of the Subdivision Map Act.

4. Insurance Required.

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

5. Work Performance and Guarantee.

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

In the event the DEVELOPER shall fail to comply with the conditions of the foregoing guarantee within thirty (30) days time, after being notified of the defect in writing, CITY shall have the right, but shall not be obligated, to repair or obtain the repair of the defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, CITY shall have the right to immediately repair, or cause to be repaired, such defect, and DEVELOPER shall pay to CITY on demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of CITY.

If CITY, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, DEVELOPER shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

6. Inspection of the Work.

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

7. Agreement Assignment.

This Agreement shall not be assigned by DEVELOPER without the written consent of CITY.

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

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

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

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

West Coast Home Builders, Inc.
Attn: Legal Department
4021 Port Chicago Highway
Concord, CA 94520

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

Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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

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

8. Use of Streets or Improvements.

At all times prior to the final acceptance of the work by CITY, the use of any or all streets and improvements within the work to be performed under this Agreement shall be at the sole and exclusive risk of DEVELOPER. The issuance of any building or occupancy permit by CITY for units located within the project shall not be construed in any manner to constitute a partial or final acceptance or approval of any or all such improvements by CITY. DEVELOPER agrees that CITY's Building Official may withhold the issuance of building or occupancy

permits when the work or its progress may substantially and/or detrimentally affect public health and safety.

9. Safety Devices.

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

10. Acceptance of Work.

Upon notice of the completion of the work covered by this agreement and the delivery of a set of final as-built plans to CITY by DEVELOPER, CITY, through its City Engineer or his designated representative, shall examine the work without delay, and, if found to be in accordance with said plans and specifications and this Agreement, shall recommend acceptance of the work to the City Council and, upon such acceptance, shall notify DEVELOPER or his designated agents of such acceptance. CITY reserves the right to not accept the work until all construction activities, including those related to building construction, within the project boundaries have been completed.

11. Patent and Copyright Costs.

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

12. Liability.

- a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. DEVELOPER agrees to indemnify, defend, release, and save harmless CITY, and each of its elective and appointive boards, commissions, officers agents and employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every

kind, nature and description, directly or indirectly arising from an act or omission of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER'S actions and obligations hereunder; provided as follows:

1. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 2 hereof.
 2. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- b. Design Defect. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the CITY of the improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense.
- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action against DEVELOPER's surety on the bonds provided under paragraph 1.

13. Recitals.

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

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

APPROVED AS TO FORM:

CITY OF OAKLEY

Derek P. Cole, City Attorney

Bryan H. Montgomery, City Manager

ATTEST:

DEVELOPER

Libby Vreonis, City Clerk

By: _____
Albert D. Seenno, Jr., President

Exhibits: Exhibit A - City of Oakley, City Council, Resolution 82-09
 Exhibit B - Insurance Requirements

EXHIBIT A
(RESOLUTION 82-09)

EXHIBIT B

SPECIFIC INSURANCE REQUIREMENTS AND REQUIRED POLICY LIMITS

Developer shall procure and maintain for the duration of its project 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 developer, his agents, representatives, employees or subcontractors in types and amounts listed below.

(a) Prior to the commencement of any work, SUBDIVIDER shall furnish to the CITY, a certificate of insurance establishing satisfactory evidence of a **project specific** policy of liability insurance which shall be maintained at all times during the performance of their Agreement and until the acceptance of improvements by the City Council, in form and by a responsible company satisfactory to the CITY, insuring that the CITY, its officers, agents, and employees are held harmless and indemnified against loss or liability arising out of the condition of the premises or any of the work to be performed under this agreement by SUBDIVIDER, including all costs of defending any claim arising as a result thereof. All insurance companies affording coverage to the SUBDIVIDER shall be required to add the City of Oakley as "**additional insured**" under the insurance policy for all work performed in accordance with this Agreement. Said policy or policies shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and that if any of the CITY insureds have other insurance against the loss covered by said policy or policies, the other insurance shall be excess only. Said policy or policies shall provide for insurance in accordance with CITY requires minimum limits in the amount of Five Million Dollars (\$5,000,000) for bodily injury or death, each person, and Five Million Dollars (\$5,000,000) for bodily injury or death, aggregate, and Five Million Dollars (\$5,000,000) for property damage, aggregate. All insurance companies affording coverage to the SUBDIVIDER shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California acceptable to the City Attorney, preferable with a Best's rating of not less than A:VII. Each policy shall contain an endorsement that said policy shall not be cancelled or coverage reduced except upon thirty (30) days advance written notice thereof to the CITY. Subdivider shall require its general contractor(s) and/or subcontractor(s) to obtain satisfactory insurance (Commercial General Liability) and add the City of Oakley as "additional insured" under the policy. The City of Oakley requires \$2,000,000 commercial general liability for property damage and \$2,000,000 for bodily injury or death, aggregate, and the City shall be sent copies of the insurance certificates and additional insured endorsements for review and file. In addition, it shall be the responsibility of the SUBDIVIDER to

ensure all Contractors and/or Subcontractors compliance with the insurance requirement as outlined in this section.

(b) **Worker's Compensation Insurance.** SUBDIVIDER shall take out and maintain, during the life of this agreement, Workers' Compensation insurance for all SUBDIVIDER'S employees employed at the site of all public Improvements, and in case any work is sublet, SUBDIVIDER shall require any general contractor or subcontractor similarly to provide Workers' Compensation insurance for contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by SUBDIVIDER. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Workers' Compensation law, SUBDIVIDER shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Contractor hereby indemnifies CITY for any damage resulting to it from failure of either SUBDIVIDER, its agents, employees, contractor, or subcontractor to take out or maintain such insurance.

Other insurance provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of contractor; or automobiles owned, leased, hired or borrowed by the contractor.

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

RESOLUTION NO. __-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH WEST COAST HOME BUILDERS, A CALIFORNIA CORPORATION, FOR SUBDIVISION 9183 STONEWOOD 3 - UNIT 1 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City Council of the City of Oakley, California, wishes to enter into a Subdivision Improvement Agreement with West Coast Home Builders, a California Corporation for the development of a residential subdivision known as Subdivision 9183 Stonewood 3 - Unit 1; and

WHEREAS, the agreement will require the developer to complete approximately \$107,019 in public improvements in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with West Coast Home Builders, a California Corporation is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Subdivision 9183 Stonewood 3 - Unit 1 in the form attached hereto as Exhibit A and is made part of this resolution.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, on this 25th day of October 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

RESOLUTION NO. __-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING THE FINAL MAP OF SUBDIVISION 9183 STONEWOOD 3 -
UNIT 1**

WHEREAS, West Coast Home Builders, a California Corporation has satisfied the necessary conditions of approval for Subdivision 9183 Stonewood 3 - Unit 1, as approved by the City Council on June 9th, 2009 by Resolution Number 82-09; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the final map labeled "Subdivision 9183 Stonewood 3 - Unit 1", as prepared by Isakson & Associates, Inc., be approved.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 25th day of October 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE AREA DESIGNATED "PUBLIC UTILITIES EASEMENT" OR "P.U.E." IS DEDICATED TO THE CITY OF OAKLEY OR ITS DESIGNEE AND TO THE PUBLIC FOR THE USE OF ALL PUBLIC UTILITIES, AND INCLUDES RIGHTS FOR CONSTRUCTION, RECONSTRUCTION, ACCESS TO AND MAINTENANCE OF IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE UNDERSIGNED FURTHER RELINQUISHES TO THE CITY OF OAKLEY ALL ABUTTERS RIGHTS OF ACCESS ALONG THE PROPERTY LINE SHOWN ON THIS MAP AND DEPICTED HEREON BY THIS SYMBOL |||||.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD.

WEST COAST HOME BUILDERS, INC., A CALIFORNIA CORPORATION

BY: ALBERT D. SEENO JR.,
PRESIDENT

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY: _____

NAME (PRINTED OR TYPED): _____

MY COMMISSION EXPIRES: _____

COUNTY OF NOTARY: _____

PRINCIPAL PLACE OF BUSINESS: _____

TRUSTEE'S STATEMENT

THE UNDERSIGNED AS TRUSTEE UNDER THE DEEDS OF TRUST RECORDED JULY 8, 1988 IN BOOK 14441 OFFICIAL RECORDS AT PAGE 386, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDING AND DEDICATION THEREON.

AMERICAN SECURITIES COMPANY, A CALIFORNIA CORPORATION

BY: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

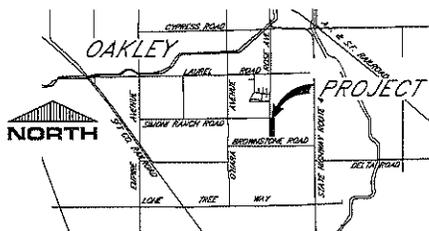
**SUBDIVISION 9183
"STONEWOOD 3 - UNIT 1"**

BEING A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN AND ALL OF PARCEL G AS SHOWN ON THE MAP OF SUBDIVISION 8541 FILED IN BOOK 470 OF MAPS AT PAGE 24

CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA

ISAKSON & ASSOCIATES INC
CIVIL ENGINEERING & LAND SURVEYING
2255 YGNACIO VALLEY ROAD SUITE "C"
WALNUT CREEK, CALIFORNIA

AUGUST, 2016



VICINITY MAP
NOT TO SCALE

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WEST COAST HOME BUILDERS, INC. IN DECEMBER 2010 AND IS TRUE AND COMPLETE AS SHOWN.

I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER, 2017, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

THE SUBDIVISION CONTAINS 11.28 ACRES MORE OR LESS, AND LIES WITHIN THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

ALL BEARINGS ON THIS MAP ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE III (NAD 83).

DATE: _____
DAVID O. ISAKSON,
R.C.E. 21764
EXPIRATION DATE: 09/30/2017



ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY: _____

NAME (PRINTED OR TYPED): _____

MY COMMISSION EXPIRES: _____

COUNTY OF NOTARY: _____

PRINCIPAL PLACE OF BUSINESS: _____

COUNTY RECORDER'S STATEMENT

THIS MAP ENTITLED, "SUBDIVISION 9183, STONEWOOD 3, UNIT 1", IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE AS PER LETTER OF TITLE MADE BY OLD REPUBLIC TITLE

COMPANY, DATED THE ____ DAY OF _____, 20____, AND AFTER EXAMINING THE SAME I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF FINAL MAPS.

FILED THIS _____ DAY OF _____, 20____ AT _____, M., IN BOOK _____ OF MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

SERIES NUMBER: _____
JOE CANTAMILLA
COUNTY RECORDER IN AND FOR
THE COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 9183
"STONEWOOD 3 - UNIT 1"

BEING A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP
2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN AND
ALL OF PARCEL G AS SHOWN ON THE MAP OF SUBDIVISION 8541
FILED IN BOOK 470 OF MAPS AT PAGE 24

CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA

ISAKSON & ASSOCIATES INC
CIVIL ENGINEERING & LAND SURVEYING
2255 YGNACIO VALLEY ROAD SUITE 'C'
WALNUT CREEK, CALIFORNIA

AUGUST, 2016

CITY PLANNING COMMISSION STATEMENT

I, JOSHUA MCMURRAY, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF OAKLEY,
DO HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF OAKLEY HAS APPROVED
THE TENTATIVE MAP FOR SUBDIVISION 9183 UPON WHICH THIS FINAL MAP WAS BASED.

DATE: _____
JOSHUA MCMURRAY
COMMUNITY DEVELOPMENT DIRECTOR,
CITY OF OAKLEY, CONTRA COSTA
COUNTY, STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, LIBBY VREONIS, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY,
DO HEREBY CERTIFY THAT THE HEREIN EMBODIED FINAL MAP ENTITLED
"SUBDIVISION 9183, STONEWOOD 3, UNIT 1", CONSISTING OF FOUR (4) SHEETS, THIS
STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO THE CITY
COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE

_____ DAY OF _____, 20____, AND THAT SAID COUNCIL DID THEREUPON,

BY RESOLUTION NUMBER _____ PASSED AND ADOPTED AT SAID MEETING,
APPROVE SAID MAP AND DO ACCEPT SUBJECT TO IMPROVEMENT ANY OF THE
EASEMENTS SHOWN THEREON AS DEDICATED FOR PUBLIC USE.

I FURTHER CERTIFY THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO
ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE COUNCIL OF THE CITY OF
OAKLEY AND ARE ON FILE IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF

_____, 20____.

LIBBY VREONIS
CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

I STATE THAT WHICH IS CHECKED BELOW:

_____ A TAX BOND ASSURING THE PAYMENT OF ALL TAXES WHICH ARE NOW A
LIEN BUT NOT YET PAYABLE HAS BEEN RECEIVED AND FILED WITH THE
BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF
CALIFORNIA.

_____ ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY
REDEMPTION OFFICER.

DATE: _____ DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR OF CONTRA COSTA
COUNTY, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

PRINT NAME

SOILS REPORT

A SOILS REPORT, PREPARED BY ENGeo INC., DATED SEPTEMBER 20, 2007 PROJECT NO.
7825.2.001.01, IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF
OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

DATE: _____
KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. NO. 51138
EXPIRATION DATE: _____

CITY ENGINEER'S STATEMENT

I, KOUROSH ROHANI, CITY ENGINEER OF THE CITY OF OAKLEY, DO HEREBY STATE
THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9183, STONEWOOD 3, UNIT
1"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE
TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY CITY COUNCIL ON JUNE 9, 2009;
AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES WHICH
GOVERNED THE FILING OF SUBDIVISION MAPS AT THE TIME SAID TENTATIVE MAP WAS
APPROVED HAVE BEEN COMPLIED WITH.

DATE: _____
KOUROSH ROHANI
CITY ENGINEER, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. NO. 51138
EXPIRATION DATE: _____

CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF THE CITY OF OAKLEY, DO HEREBY
STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 9183, STONEWOOD
3, UNIT 1" AND AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____
FRANCIS JOSEPH KENNEDY
CITY SURVEYOR, CITY OF OAKLEY,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA
R.C.E. NO. 21771
EXPIRATION DATE: _____

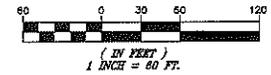
SUBDIVISION 9183
"STONEWOOD 3 - UNIT 1"

BEING A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN AND ALL OF PARCEL G AS SHOWN ON THE MAP OF SUBDIVISION 8541 FILED IN BOOK 470 OF MAPS AT PAGE 24

CITY OF OAKLEY
 CONTRA COSTA COUNTY, CALIFORNIA

ISAKSON & ASSOCIATES INC
 CIVIL ENGINEERING & LAND SURVEYING
 2255 YGNACIO VALLEY ROAD SUITE 'C'
 WALNUT CREEK, CALIFORNIA

AUGUST, 2016 SCALE: 1"=60'



LEGEND

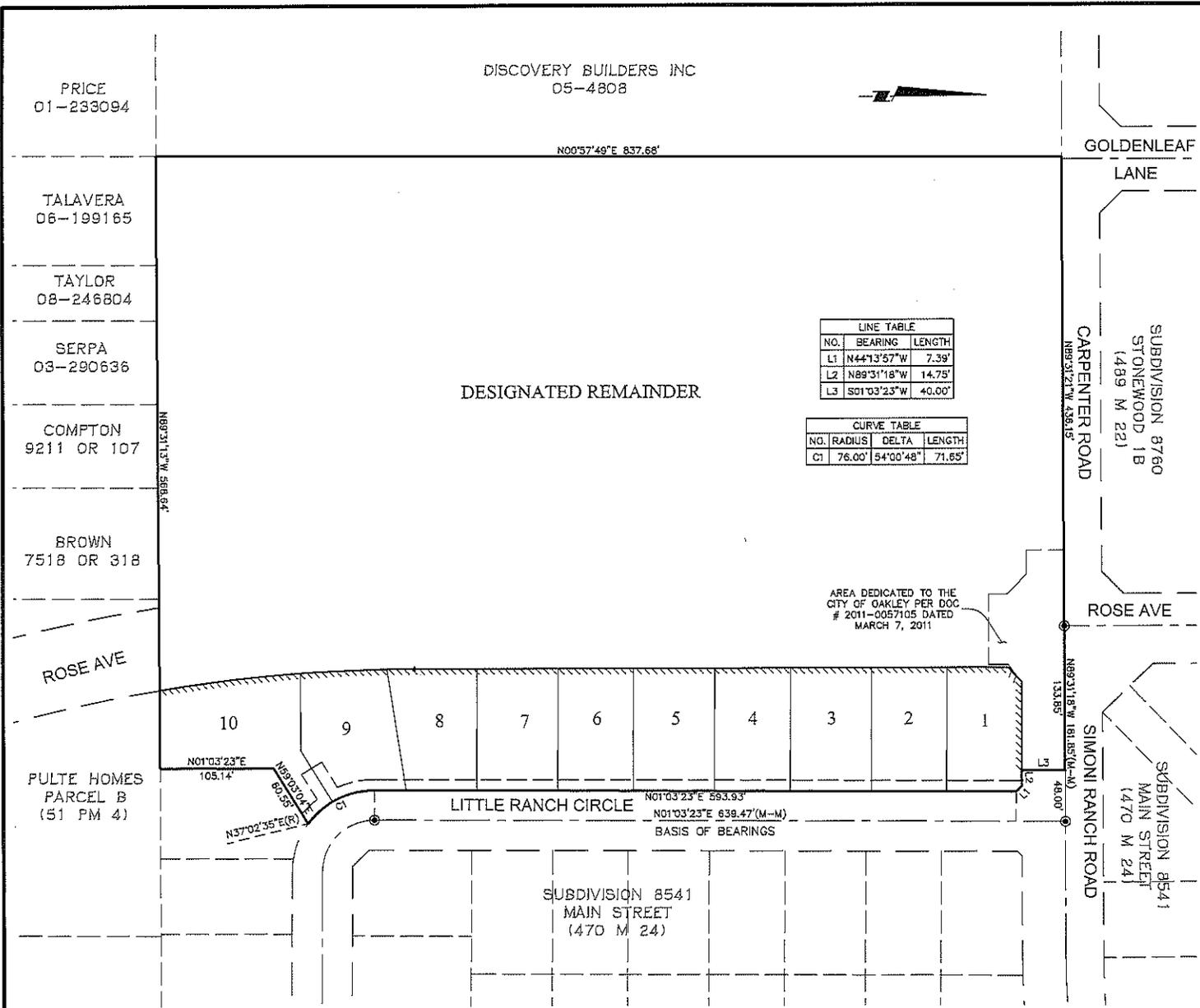
- SUBDIVISION BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- CENTERLINE
- RELINQUISHMENT OF ABUTTER'S RIGHTS
- FOUND STANDARD CITY MONUMENT
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- PUE PUBLIC UTILITY EASEMENT
- SF SQUARE FEET

BASIS OF BEARINGS

THE MONUMENT LINE OF LITTLE RANCH CIRCLE TAKEN AS N01°03'23"E BETWEEN FOUND STANDARD STREET MONUMENTS PER SUBDIVISION 8541 (470 M 24) AND IS BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE III. (NAD 83)

REFERENCES:

NO.	REF.	BOOK/PAGE
(1)	SUBDIVISION 8541	470 M 24



SUBDIVISION 9183 "STONEWOOD 3 - UNIT 1"

BEING A PORTION OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN AND ALL OF PARCEL G AS SHOWN ON THE MAP OF SUBDIVISION 8541 FILED IN BOOK 470 OF MAPS AT PAGE 24

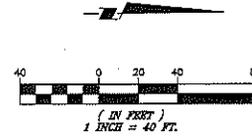
CITY OF OAKLEY
CONTRA COSTA COUNTY, CALIFORNIA
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AUGUST, 2016 SCALE: 1"=60'

LEGEND

-  SUBDIVISION BOUNDARY LINE
-  RIGHT-OF-WAY LINE
-  EXISTING RIGHT-OF-WAY LINE
-  LOT LINE
-  CENTERLINE
-  RELINQUISHMENT OF ABUTTER'S RIGHTS
-  FOUND STANDARD CITY MONUMENT
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REFERENCES:

NO.	REF.	BOOK/PAGE
(1)	SUBDIVISION 8541	470 M 24

NO.	BEARING	LENGTH
L1	S44°3'57"E	7.39'
L2	N89°31'48"W	14.75'
L3	S59°03'03"W	27.30'
L4	N30°56'56"W	11.00'
L5	N30°56'56"W	11.00'
L6	N59°03'03"E	27.70'
L7	N81°54'04"E	10.13'
L8	N01°03'23"E	27.64'

NO.	RADIUS	DELTA	LENGTH
C1	78.00'	30°51'27"	40.93'
C2	78.00'	23°09'21"	30.72'
C3	86.00'	13°00'44"	19.53'
C4	86.00'	23°37'58"	35.47'

DESIGNATED
REMAINDER

