

OAKLEY



CALIFORNIA

Agenda Date: 11/08/2016

Agenda Item: 3.3

STAFF REPORT

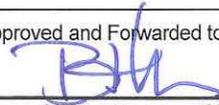
Date: Tuesday, November 8, 2016

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: Subdivision Improvement Agreement, Subdivision Assessment and Annexation Authorization Deferral Agreement and Parcel Map for Minor Subdivision MS 16-979 (Southwest corner of Laurel Road and Empire Avenue)

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Analysis

On August 9th, 2016, the City Council of the City of Oakley adopted Resolution No. 127-16 which conditionally approved the tentative map for Minor Subdivision MS 16-979 at the southwest corner of Laurel Road and Empire Avenue and includes two proposed parcels.

Sutter & Pierce EPC, LLC, (APPLICANT) has submitted the parcel map to the City Engineer for review. In order to satisfy all remaining conditions of approval, with the exception of annexing to the landscaping and lighting district, the applicant has requested that the City enter into a Subdivision Improvement Agreement (SIA). The SIA requires APPLICANT to complete the public improvements as required by the conditions of approval for MS 16-979. As part of this agreement, the Developer is required to provide securities for the amount of the estimated cost of off-site public improvements of \$61,600.00

The City Engineer and City Surveyor have reviewed the tentative map approval documents and the parcel map, and have found the parcel map to be technically correct, in substantial compliance with the conditionally approved tentative map, and all parcel map conditions of approval have been met (or are being secured by way of the agreements).

The final conditions of approval that remain to be satisfied are related to the annexation of the property to the City of Oakley Community Facilities District CFD 2015-2 (Condition #79) and participating in the special police tax area (Condition #80), Those items take several months to complete. In the past the City Council has been receptive to recording parcel maps prior to completion of the annexation

process so long as there was an agreement guaranteeing the annexations would be completed. A similar agreement has been prepared.

Fiscal Impact

There is no fiscal impact associated with this action.

Staff Recommendation

Staff recommends that the City Council:

- 1) Adopt the attached resolution approving the Subdivision Improvement Agreement with Sutter & Pierce EPC, LLC for MS 16-979 and authorizing the City Manager to sign it.
- 2) Adopt the attached resolution approving the Subdivision Annexation and Assessment Authorization Deferral Agreement with Sutter & Pierce EPC, LLC for MS 16-979 and authorizing the City Manager to sign it.
- 3) Adopt the attached resolution approving the Parcel Map entitled "PARCEL MAP MS 16-979".

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

Attachments

- 1) Subdivision Improvement Agreement (SIA)
- 2) Subdivision Assessment and Annexation Authorization Deferral Agreement (SAAADA)
- 3) Resolution for SIA
- 4) Resolution for SAAADA
- 5) Resolution for Parcel Map
- 6) Reduction of MS 16-979 Parcel Map

**CITY OF OAKLEY
SUBDIVISION IMPROVEMENT AGREEMENT
MINOR SUBDIVISION MS 16-979**

This agreement is made and entered into this 8th day of November, 2016 by and between the City of Oakley, a municipal corporation, hereinafter referred to as "CITY", and Sutter & Pierce EPC, LLC, hereinafter referred to as "DEVELOPER".

RECITALS

WHEREAS, it has been determined by the City Council of the City of Oakley, State of California, that DEVELOPER, the sub-divider of Minor Subdivision MS 16-979 desires to improve and dedicate those public improvements (hereafter "The Improvements") required by the conditions of approval for the project as adopted by the City of Oakley City Council via Resolution Number 127-16 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 currently being prepared for approved by CITY 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 127-16 have been satisfied, but nevertheless, DEVELOPER desires to file a parcel map. The satisfaction of all COA is the subject of this Agreement. DEVELOPER's agreement to satisfy all COA and construct the Improvements identified in Conditions 45, 46 & 48 in Resolution 127-16, is a material part of the consideration for this Agreement; and

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

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

1. Improvements.

DEVELOPER agrees to install the road improvements (both public and private), sewer and drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required as Conditions of Approval in Resolution 127-16 as set forth in Exhibit A to this Agreement, which is incorporated herein as if set forth at this point, or as otherwise required in the subdivision ordinance. In the event that any provision of this Agreement conflicts with the provisions of Exhibit A the provisions of Exhibit A shall prevail to the extent that the conflicting provision in Exhibit A requires a greater or more extensive improvement or expenditure, or to the extent that that provision extends DEVELOPER's obligations over

a greater period of time than the specific provision set forth herein. Such improvements shall also be made in conformance with the City of Oakley Municipal Code and Contra Costa County Ordinance Code as adopted and enforced by the City of Oakley.

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

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

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

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

The estimated cost of constructing The Improvements required by this Agreement as adjusted for inflation is agreed to be a total of \$61,600.00. Said amount includes costs and reasonable expenses and fees which may be incurred in enforcing the obligation secured.

3. Bonds Furnished.

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

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

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

4. Insurance Required.

Concurrently with the execution hereof, DEVELOPER shall obtain or cause to be obtained and filed with the CITY, all insurance required in this paragraph and as set forth in Exhibit C, and such insurance shall have been approved by the Finance Director of CITY, or his designee, as to form, amount and carrier. Prior to the commencement of work under this Agreement, DEVELOPER's general contractor shall obtain or cause to be obtained and filed with the Finance Director, all insurance required under this paragraph and as set forth in Exhibit C, evidenced herein as Exhibit D, and such insurance shall have been approved by the Finance Director of CITY, as to form, amount and carrier. DEVELOPER shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance

required for DEVELOPER and DEVELOPER's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by CITY. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. CITY acknowledges and agrees that DEVELOPER has provided to CITY the evidence of insurance required to be maintained under this Section 5 and such insurance has been previously approved by the Finance Director of CITY, as to form, amount and carrier.

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 (but only as to such corrected defects) for an additional year to insure that such defects have actually been corrected.

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

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

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 which shall not be unreasonably withheld, conditioned or delayed.

8. Abandonment of Work.

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

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

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

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

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

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

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

Sutter & Pierce EPC, LLC
190 Hartz Avenue, Suite 260
Danville, CA 94526

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

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

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

9. Use of Streets or Improvements.

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

10. Safety Devices.

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

11. 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.

12. 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.

13. Alterations in Plans and Specifications.

Any alteration or alterations made in the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part hereof, and consent to make such alterations is hereby given, and the sureties to said bonds hereby waive the provisions of Section 2819 of the Civil Code of the State of California.

14. Liability.

- a. DEVELOPER Primarily Liable. DEVELOPER hereby warrants that the design and construction of The Improvements will not adversely affect any portion of adjacent properties and that all work will be performed in a proper manner. DEVELOPER agrees to indemnify, defend, release, and hold harmless CITY, and each of its elective and appointive boards, commissions, officers agents and

employees, from and against any and all loss, claims, suits, liabilities, actions, damages, or causes of action of every kind, nature and description, directly or indirectly arising from an act or omission of DEVELOPER, its employees, agents, or independent contractors in connection with DEVELOPER'S actions and obligations hereunder; provided as follows:

1. That CITY does not, and shall not, waive any rights against DEVELOPER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY, or the deposit with CITY by DEVELOPER, of any of the insurance policies described in Paragraph 4 hereof.
 2. That the aforesaid hold harmless agreement by DEVELOPER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- b. Design Defect. If, in the opinion of the CITY, a design defect in the work of improvement becomes apparent during the course of construction, or within one (1) year following acceptance by the CITY of the improvements, and said design defect, in the opinion of the CITY, may substantially impair the public health and safety, DEVELOPER shall, upon order by the CITY, correct said design defect at his sole cost and expense, and the sureties under the Faithful Performance and Labor and Materials Bonds shall be liable to the CITY for the corrective work required.
- c. Litigation Expenses. In the event that legal action is instituted by either party to this Agreement, and said action seeks damages for breach of this Agreement or seeks to specifically enforce the terms of this Agreement, and, in the event judgment is entered in said action, the prevailing party shall be entitled to recover its attorneys' fees and court costs. If CITY is the prevailing party, CITY shall also be entitled to recover its attorney's fees and costs in any action against DEVELOPER's surety on the bonds provided under paragraph 3.

Recitals.

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

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

CITY OF OAKLEY

Developer

By: _____
Bryan H. Montgomery
City Manager

By: _____

APPROVED AS TO FORM:

Derek P. Cole
City Attorney

ATTEST:

Libby Vreonis, City Clerk

- Exhibits: Exhibit A – City of Oakley, City Council, Resolution 127-16
 Exhibit B – Insurance Requirements
 Exhibit C - Verification of Required Insurance

EXHIBIT A
(RESOLUTION 127-16)

RESOLUTION NO. 127-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY MAKING FINDINGS AND APPROVING CONDITIONAL USE PERMIT (CUP 02-16), DESIGN REVIEW (DR 14-16) AND TENTATIVE PARCEL MAP (TPM 02-16) FOR THE CONSTRUCTION OF A NEW SELF-STORAGE PROJECT AND A 7-ELEVEN CONVIENIENCE STORE WITH FUEL CANOPY ON A 3.63-ACRE SITE TO BE SPLIT INTO TWO PARCELS LOCATED AT 3979 EMPIRE ROAD (SOUTHWEST CORNER OF EMPIRE AVENUE AND LAUREL ROAD) FOR THE PROJECT KNOWN AS "OAKLEY GATEWAY SELF STORAGE AND 7-ELEVEN" APN: 053-071-050

WHEREAS, on March 11, 2016, Sutter & Pierce EPC, LLC., ("Applicant") submitted an application requesting approval of: 1) a General Plan Amendment (GPA 05-16) to amend the land use designation from Public and Semi-Public Facilities (PS) to Commercial (CO); 2) a Rezone (RZ 07-16) from Public and Semi-Public (P) to General Commercial (C); 3) Tentative Parcel Map (TPM 02-16) to subdivide 3.63 acres into two parcels; 4) Conditional Use Permit (CUP 02-16) to establish a self-storage and gas station; and 5) Design Review (DR 14-16) to construct an approximately 101,997-square-foot (sf) self-storage facility including a convenience store with a six multi-product dispenser fueling station with canopy located at 3979 Empire Road (southwest corner of Empire Avenue and laurel Road) APN 053-071-050. ("Project"); and

WHEREAS, on May 27, 2016, the project application was deemed complete per Government Code section 65920 et. seq; and

WHEREAS, the project is designated as *Commercial* in the Oakley 2020 General Plan per City Council Resolution No.126-16 and zoned C (General Commercial) District per Ordinance No. 19-16; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the City prepared an Initial Study / Mitigated Negative Declaration dated June 2016, which was circulated for public review and comment from June 29, 2016 to July 29, 2016. The Notice of Intent to Adopt a Mitigated Negative Declaration and Initial Study / Mitigated Negative Declaration were filed with the County Clerk and Governor's Office of Planning and Research State Clearinghouse, on June 29, 2016; and

WHEREAS, on July 27, 2016, the Notice of Public Hearing for the Project was duly noticed in the Contra Costa Times, a newspaper of general distribution. On July 29, 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 August 9, 2016, the City Council opened the public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the project. At the conclusion of its deliberations, the City Council took a vote and adopted this resolution to approve the project, as revised by the City Council during its deliberations; and

WHEREAS, if any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City; and

WHEREAS, these Findings are based upon the City's General Plan, the City's Zoning Ordinance, the City's Commercial and Industrial Design Guidelines, and the information submitted to the City Council at its August 9, 2016 meeting, both written and oral, including oral information provided by the applicant, as reflected in the minutes of such meetings, together with the documents contained in the file for the project (hereinafter the "Record"); and

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

- A. In regards to the application requesting approval of a Conditional Use Permit (CUP 02-16) and Design Review (DR 14-16) to establish and construct both the self-storage and gasoline service station uses on the a 3.63 acre site at 3979 Empire Road (southwest corner of Empire Avenue and laurel Road) APN 053-071-050, the City Council finds that:
1. The site for the proposed use is adequate in size and shape to accommodate the use in a manner complementary with the land and uses in the area in that the site is approximately 3.63-acres and the General Commercial (C) Zoning District allows for the proposed development with the approval of a Conditional Use Permit and Design Review. The new building and site improvements will provide a significant aesthetic upgrade to the property, and help facilitate the economic development activities of the City; and
 2. The site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use in that the site is accessible by public rights-of-way such as Laurel Road and Empire Avenue, which is designed to handle project generated traffic; and
 3. The proposed use will be arranged, designed, constructed, operated, and maintained so as to be compatible with the intended character of the area

and will not change the essential character of the area that is intended by the General Plan and the applicable zoning ordinances in that the proposed use is permitted in the General Commercial (C) Zoning District with the approval of a Conditional Use Permit and Design Review. The use will comply with the noise standards set forth in the Oakley Municipal Code, will provide all parking on-site, and will bring a new business into the City; and

4. The proposed use provides for continued growth and orderly development of the community and is consistent with the various elements and objectives of the General Plan in that it provides a new business which will bring jobs to the City. The use and site are a result of Oakley's zoning that allows for commercial lots that can accommodate this type of use; and
5. That the proposed use, including any conditions attached thereto, will be established in compliance with the applicable provisions of the California Environmental Quality Act; and
6. The design, appearance, and manner of development of all properties within the City have a substantial relationship with the characteristics of public and private places that make a community visually interesting, functional, and a source of community pride. The site for the proposed project is adequate in size and shape to accommodate the use in a manner complementary with the land and uses in the area in that the site is approximately 3.63-acres and the General Commercial (C) Zoning District allows for the proposed development with the approval of a Conditional Use Permit and Design Review application. The new building and site improvements will provide a significant aesthetic upgrade to the property, and help facilitate the economic development activities of the City; and
7. Development within the City should be in a manner that is of high quality and allow for flexibility of unique solutions to enhance a project's design so that it can be successfully integrated into the existing fabric of the City, while preserving the City's human scale and sense of place.
8. The quality of life and stabilization of property values are enhanced by project design that meets the criteria set forth in the Oakley Design Guidelines, Zoning Ordinance, and General Plan, as applicable. The proposed project will be arranged, designed, constructed, operated, and maintained so as to be compatible with the intended character of the area and will not change the essential character of the area that is intended by the General Plan and the applicable zoning ordinances in that the proposed project for the construction of a building for commercial and retail businesses are permitted in the General Commercial (C) Zoning District. The use will comply with the noise standards set forth in the Oakley Municipal Code, will provide all parking on-site, and will bring a new business into the City; and

9. Design review is necessary to enhance project design, ensure quality development, maintain or enhance property values, and add to the visual character of the community and public health, safety, and welfare of Oakley residents. The proposed project provides for continued growth and orderly development of the community and is consistent with the various elements and objectives of the General Plan in that it provides a new business which will bring jobs to the City. The use of the site are a result of Oakley's zoning that allows for commercial lots that can accommodate this type of project.
- B. Regarding the application requesting approval of Tentative Parcel Map (TPM 02-16) to subdivide the 3.63-acre parcel into two parcels with Parcel 1 being 33,712 square feet or .77-acres and Parcel 2 being 124,289 square feet or 2.86-acres, the City Council finds that:
1. The proposed Tentative Parcel Map, together with the provisions of its design and improvements, is consistent with the Zoning Ordinance, and applicable portions of the Commercial General Plan Land Use Designations, in that it allows for orderly commercial development in a commercial area that meets the General Plan and complies with the minimum lot size, lot width, and lot depth and all other applicable regulations set forth in the project's C District; and
 2. The site is physically suitable for the type of development in that the proposed Tentative Parcel Map meets all of the applicable development standards in the project's C District and is compatible with surrounding commercial uses; and
 3. The site is physically suitable for the proposed subdivision as previously approved for the Tentative Parcel Map; and
 4. The project will be established in compliance with the applicable provisions of the California Environmental Quality Act; and
 5. The design of the subdivision and type of improvements are not likely to cause serious public health problems in that the proposed subdivision consists of 2 commercial lots. Construction and grading of the project are subject to building or grading permits, and violations of any such permits are subject to appropriate enforcement; and
 6. The design of the subdivision includes the construction of improvements within public right-of-way that are consistent with the City's design standards. The improvements consist of finishing the sidewalk along Empire Avenue along with frontage landscaping on both the Laurel Road and Empire Avenue frontages; and

7. The design of the subdivision and 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 Tentative Parcel Map does not conflict with easements acquired by the public for access and utilities.

- C. The project complies with Measure J Growth Management requirements.
- D. 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.

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 **Conditional Use Permit (CUP 02-16)**, **Design Review (DR 14-16)** and **Tentative Parcel Map (TPM 02-16)** subject to the following Conditions of Approval:

Conditions of Approval

Applicant shall comply with the requirements of the Oakley Municipal Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the application received by the Planning Division dated **March 11, 2016** and the Tentative Parcel Map received **April 18, 2016**, as well as additional information acquired since that time and made part of the project file.

THE FOLLOWING CONDITIONS OF APPROVAL SHALL BE SATISFIED PRIOR TO THE CONSTRUCTION OF THE BUILDING'S ON EITHER PARCEL UNLESS OTHERWISE NOTED:

Planning Division Conditions

General:

1. This **Conditional Use Permit (CUP 02-16)**, **Design Review (DR 14-16)** and **Tentative Parcel Map (TPM 02-16)** is approved, as shown on the plans, date stamped by the Planning Division on **March 11, 2016** and the Tentative Parcel Map received **April 18, 2016**, and as modified by the following conditions of

approval, subject to final review and approval by the Community Development Director.

2. This approval for **Conditional Use Permit (CUP 02-16), Design Review (DR 14-16) and Tentative Parcel Map (TPM 02-16)** shall be effectuated within a period of three (3) years from the effective date of this resolution by pulling a building permit and if not effectuated shall expire on **August 9, 2019**. Prior to said expiration date, the applicant may apply for an extension of time pursuant to the provisions of the Zoning Code.
3. All construction drawings submitted for plan check shall be in substantial compliance with the plans presented to and approved by the City Council on **August 9, 2016**.
4. All conditions of approval shall be satisfied by the owner/developer. All costs associated with compliance with the conditions shall be at the owner/developer's expense.
5. Noise generating construction activities, including such things as power generators, shall be limited to the hours of 7:30 a.m. to 5:30 p.m. Monday through Friday, and shall be prohibited on City, State and Federal Holidays. The restrictions on allowed working days and times may be modified on prior written approval by the Community Development Director.
6. Should archaeological materials be uncovered during grading, trenching or other on-site excavation(s), earthwork within 30 yards of these materials shall be stopped until a professional archaeologist who is certified by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), if deemed necessary. If the remains are determined to be that of Native American origin, procedures will be guided by California PRC 5097 through California's Native American Heritage Commission.
7. The applicant shall defend, indemnify, and hold harmless the city or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the city, its boards, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of the project. The city shall promptly notify the applicant of any such claim, action or proceeding. The city shall have the option of coordinating the defense. Nothing contained in this condition shall prohibit the city from participating in a defense of any claim, action, or proceeding if the city bears its own attorney's fees and costs, and the city defends the action in good faith.
8. This approval allows the rental of one moving truck/van associated with the self-storage business. This approval does not allow a moving truck/van rental business as a primary use within the self-storage component of the project (Parcel 2).

Site Plan:

9. All parking stall striping shall be double striped. Parking stalls shall be 9 feet wide by 19 feet deep with an allowed 2 foot overhang in some cases and all drive aisles shall be a minimum 24 feet in width as reviewed and approved by the Community Development Director.
10. A lighting and photometric plan shall be submitted prior to the issuance of building permits. The minimum requirement shall be one foot of candle light within public parking areas and pedestrian pathways.
11. Light poles shall be a maximum height of twenty (20) feet and shall provide glare shields where adjacent to existing residences per the review and approval of the Community Development Director.
12. A trash enclosure shall match Oakley Disposal and City standards and shall provide adequate space to accommodate both trash and recycling. Also, if not located within the footprint of a building, trash enclosures shall be constructed with a roof to match the building design and materials, have metal gates, and when appropriate be surrounded by landscaping with climbing vines on three sides per the review and approval of the Community Development Director.
13. Storage shall be contained inside the buildings. Storage containers are not allowed and pallets, boxes, cardboard etc. shall not be stored outside.
14. The final site plan shall show a bike rack located outside of the entry gate and adjacent to the office building, subject to final approval by the Community Development Director.
15. The driveway located on Empire Avenue for the self-storage component of the project on Parcel 2 shall be restricted to exit only traffic.

Alcohol Sales

16. Alcoholic beverage sales shall be limited to beer and wine only.
17. The convenience market is approved to have off-sale of alcoholic beverages from 6:00 am to no later than 2:00 am.
18. The Applicant shall be subject to, and shall comply with all regulations of the Department of Alcoholic Beverage Control License regarding the sale of alcoholic beverages at the facility.
19. There shall be no alcohol or tobacco related signs on the premises displayed outside of the convenience market, except with a temporary use permit as allowed in the City's sign regulations.

20. No more than thirty percent (30%) of the square footage of the windows and clear doors of the premises shall have advertising, signs, or displays blocking the view of the interior of the premises. All advertising and signage shall be placed and maintained in a manner that ensures that law enforcement personnel have a clear and unobstructed view of the interior of the premises, included the area in which the cash registers are maintained.
21. The facilities management shall implement a security program to provide for the safety of customers and employees and to control loitering, noise, public disturbances, criminal activity and incidents of violence on the premises. The security program shall include the use of video cameras, exterior lighting, employee training, and emergency response procedures.

Architecture:

22. All exterior building colors shall be as depicted on the applicant's color rendering plans. The final color palette shall be subject to the review and approval of the Community Development Director.
23. All roof-mounted equipment shall be architecturally screened from view from all angles
24. Light fixtures on the office building shall be decorative fixtures per the review and approval of the Community Development Director.
25. Anti-graffiti techniques shall be used on the exterior walls of the buildings.
26. Security cameras shall be installed in locations to be reviewed and approved by the Community Development Director.
27. The East elevation of Building C of the Self-Storage component of the project shall add additional architectural enhancements to the second story wall visible from public view to the satisfaction of the Community Development Director.
28. The North elevation of Building F of the Self-Storage component of the project shall add additional architectural enhancements to the second story wall visible from public view to the satisfaction of the Community Development Director

Landscaping Requirements:

29. A landscaping and irrigation plan for all areas shown on the site plan shall be submitted for review and approval of the Community Development Director prior to the issuance of building permits. The landscaping plan shall include the project's frontage and side yards. Landscaping shall conform to the Oakley Water Efficient Landscape Ordinance and the Guidelines for Implementation of the City of Oakley Water Efficient Landscape Ordinance and shall be installed prior to final

occupancy. The plan shall be prepared by a licensed landscape architect and shall be certified to be in compliance with the City's Water Conservation Ordinance.

30. California native drought tolerant plant or shall be used as much as possible. All trees shall be a mix of fifteen-gallon, 24-inch box and 36-inch box, all shrubs shall be a minimum five-gallon size, except as otherwise noted.
31. Parking lot trees shall provide 50 percent shading of the parking areas at tree maturity.
32. Prior to occupancy, an on-site inspection shall be made of privately owned lands by a licensed landscape architect to determine compliance with the approved landscape plan. A signed certification of completion shall be submitted to the Community Development Director for review and approval.
33. If occupancy is requested prior to the installation of the landscape and irrigation improvements, then either a cash deposit or a letter of credit shall be delivered to the City for 125 percent of the estimated cost of the uncompleted portion of the landscape and irrigation improvements. If compliance is not achieved after six months of occupancy as determined by the Community Development Director, the City shall contract for the completion of the landscaping and irrigation improvements to be paid for by the held sum. The City shall return the unused portion within one year of receipt or at the completion of all work.
34. Landscaping shall be maintained as shown on the landscape plan in perpetuity.

Mitigation Measures

35. All mitigation measures addressed in the Mitigated Negative Declaration dated June 2016 shall be complied with and addressed as outlined in the Mitigation Monitoring and Reporting Plan, per the review and approval of the Community Development Director.
36. All mitigation measures contained within the HCP Planning Survey Report dated May 3, 2016 shall be complied with, per the review and approval of the Community Development Director.

Signage:

37. The proposed signage shall meet the requirements of the City's Zoning Ordinance. All proposed signage shall be reviewed by the Planning and Building Divisions. The maximum height for the monument signs on each parcel is 8 feet.
38. All signs shall be on permanent structures or the office building and of design and material to compliment the proposed building office building. No signs on the premises shall be animated, rotating or flashing. No flags, pennants, banners,

pinwheels or similar items shall be permitted on the premises, with the exception of a United States flag and California state flag.

39. Temporary signage for such things as special events and grand openings shall be subject to the Oakley Municipal Code Chapter 9.5 (Regulation of Signs and Outdoor Advertising).

Waste Management Plan:

40. The applicant shall submit a Waste Management Plan that complies with the City of Oakley Construction and Demolition Debris Recycling Ordinance.

Building Division Conditions

41. 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.
42. An Automatic Life Safety Sprinkler System shall be required in all new construction pursuant to Ordinance 22-06. The Automatic Life Safety Sprinkler Systems in commercial and industrial buildings shall be designed and installed to the standards and requirements found in the most recent version of the NFPA (National Fire Protection Association). Automatic Life Safety Sprinkler Systems in hotels and apartments shall be installed to the standards and requirements found in the most recent version of the NFPA, Standard 13R.
43. Prior to requesting a Certificate of Occupancy from the Building Division all Conditions of Approval required to occupancy must be completed.
44. All new commercial buildings and places of public accommodation shall be designed to the standards found in the latest version of California Building Code Chapter 11B or the 2010 ADA standards for accessible design, whichever is stricter.

Public Works and Engineering Conditions

General:

45. 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.

46. 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.
47. Submit a final parcel 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.
48. 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.
49. Execute any agreements required by the Stormwater Control Plan which pertain to the transfer of ownership and/or long term maintenance of stormwater treatment mechanisms required by the plan prior to the final inspection of the first house within the subdivision.

Roadway Improvements:

50. Submit improvement plans and signal modification plans for the proposed U-turn lane on west bound Laurel Road at the intersection with Neroly Road for approval by the City Engineer. All costs associated with the design and construction of the U-turn lane and signal modification are the responsibility of the applicant.
51. All new driveways will be designed and constructed to be consistent with City of Oakley design standards.
52. Construct a six-foot detached sidewalk and right of way landscaping along the Empire Avenue frontage.
53. Design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act.
54. Relinquish abutter's rights of access along Laurel Road and Empire Avenue except for the four approved driveway locations.

Access to Adjoining Property:

55. Furnish necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements.

56. Applicant shall only be allowed access to the project site at the four locations shown on the approved site plan.

On-Site Improvements:

57. Provide a minimum outside turning radius of 45 feet and a minimum inside turning radius of 28 feet within the parking lot.

Landscaping in the Public Right of Way:

58. Enter into an agreement with the City that requires the right of way landscaping adjacent to the site to be maintained as part of the on-site landscaping at the property owner's expense to a standard acceptable and agreed upon by the City.

Grading:

59. 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.

60. Dust control measures shall be provided for all stockpiling per the review and approval of the City Engineer.

61. Grade any slopes with a vertical height of four feet or more at a slope of 3 to 1. Retaining walls that may be installed to reduce the slope must be masonry and comply with the City's building code.

62. Submit a dust and litter control plan to the City Engineer prior to beginning any construction activities.

63. 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.

64. 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.
65. 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.
66. The burying of any construction debris is prohibited on construction sites.

Utilities/Undergrounding:

67. Underground all new and existing utility distribution facilities, including those along the frontage of Laurel Road and Empire Avenue. 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.
68. 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.
69. Above ground utility boxes shall be camouflaged per the review and approval of the City Engineer.

Drainage Improvements:

70. 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 Areas 30A and 130 as prepared by the Contra Costa County Flood Control and Water Conservation District.

71. 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.
72. Design and construct all storm drainage facilities in compliance with the Municipal Code and City design standards.
73. Prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
74. Dedicate a public drainage easement over the drainage system that conveys storm water run-off from public streets.

National Pollutant Discharge Elimination System (NPDES):

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

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

- Utilize pavers or other pervious materials for driveways, walkways, and parking areas wherever feasible.
- Minimize the amount of directly connected impervious surface area.
- Delineate all storm drains with "No Dumping, Drains to the Delta" permanent metal markers per City standards.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Install filters in on-site storm drain inlets.
- Sweeping the paved portion of the site at least once a month utilizing a vacuum type sweeper.
- Use of landscape areas, vegetated swales, pervious pavement, and other infiltration mechanisms to filter stormwater prior to entering the storm drain system.
- Provide a sufficient amount of on-site trash receptacles.
- Distribute public information items regarding the Clean Water Program to customers.
- Other alternatives as approved by the City Engineer.

76. Submit a fuel spillage containment plan and long-term water quality plan for the gas station portion of the project.

Fees/Assessments:

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

- A. Traffic Impact Fee (authorized by Ordinance No. 14-00, adopted by Resolution 49-03);
- B. Regional Transportation Development Impact Mitigation Fee or any future alternative regional fee adopted by the City (authorized by Ordinance No. 14-00, adopted by Resolution No. 73-05);
- C. Park Land Dedication In-Lieu Fee (adopted by Ordinance No. 03-03);
- D. Park Impact Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 19-03);
- E. Public Facilities Fee (authorized by Ordinance No. 05-00, adopted by Resolution No. 18-03);
- F. Fire Facilities Impact Fee, collected by the City (adopted by Resolution No. 09-01);
- G. South Oakley Infrastructure Master Plan Fee (adopted by Resolution No. 52-03);
- H. General Plan Fee (adopted by Resolution No. 53-03); and
- I. 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.

78. 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.

79. Annex the property to the City of Oakley Community Facilities District No. 2015-2 (CFD) for funding the maintenance and operation costs associated with regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities. The applicant shall apply for annexation and provide all information and documents required by the City to process the annexation. All costs of the annexation shall be paid by Applicant. The assessment shall be the per parcel annual amount set by CFD at the time of annexation. Annexation shall be completed prior to filing of the final parcel map.
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 parcel map. Should the building be occupied prior to the City receiving the first disbursement from the tax bill, the project proponent shall be responsible for paying the pro-rata share for the remainder of the tax year prior to the City conducting a final inspection.
81. Applicant shall comply with the drainage fee requirements for Drainage Areas 30A and 130 as adopted by the County Board of Supervisors. The applicant shall pay the fee in effect at the time of building permit issuance. Certain improvements required by the Conditions of Approval for this development or the Code may be eligible for credit or reimbursement against the drainage area fee. The developer should contact the City Engineer to personally determine the extent of any credit or reimbursement for which they might be eligible. Any credit or reimbursements shall be determined prior to filing the final map or as approved by the Flood Control District.
82. Participate in the City's South Oakley Infrastructure Master Plan both by cooperating with the City's consultant team in the design and implementation of specific infrastructure projects and by providing this project's fair share contribution to the costs of preparing the study. The fair share contribution shall be paid in accordance with Resolution 52-03.

ADVISORY NOTES

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

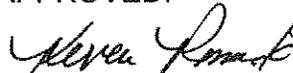
- A. The applicant/owner should be aware of the expiration dates and renewing requirements prior to requesting building or grading permits.

- B. The project will require a grading permit pursuant to the Ordinance Code.
- C. Comply with the requirements of the Ironhouse Sanitary District.
- D. Comply with the requirements of the East Contra Costa Fire Protection District.
- E. Comply with the requirements of the Diablo Water District.
- F. Comply with the requirements of the Building Inspection Department. Building permits are required prior to the construction of most structures.
- G. This project may be subject to the requirements of the Department of Fish and Game. It is the applicant's responsibility to notify the Department of Fish and Game, PO Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Game Code.
- H. This project may be subject to the requirements of the Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 9th day of August, 2016 by the following vote:

AYES: Hardcastle, Higgins, Perry, Pope, Romick
 NOES:
 ABSENT:
 ABSTENTIONS:

APPROVED:


 Kevin Romick, Mayor

ATTEST:


 Libby Vreonis, City Clerk

8-16-16
 Date

EXHIBIT B

INSURANCE REQUIREMENTS

CONSTRUCTION CONTRACTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Builder's Risk (Course of Construction) Insurance

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

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

Claims Made Policies

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

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Verification of Coverage

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

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

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

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

Special Risks or Circumstances

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

EXHIBIT C
VERIFICATION OF INSURANCE

Recording Requested By:

Sutter & Pierce, EPC, LLC
190 Hartz Avenue, Ste 260
Danville, CA 94526

When Recorded Mail To:

City Clerk
City of Oakley
3231 Main Street
Oakley CA 94561

**SUBDIVISION ANNEXATION AND ASSESSMENT
AUTHORIZATION DEFERRAL AGREEMENT
MINOR SUBDIVISION MS 16-979**

This agreement ("Agreement") is made at Oakley, California, effective as of November 8, 2016, by and between the CITY OF OAKLEY, a municipal corporation ("City") and Sutter & Pierce EPC, LLC ("Applicant").

Recitals

A. On August 9th, 2016 the City Council of the City of Oakley adopted Resolution No. 127-16 which conditionally approved the tentative map for Minor Subdivision MS 16-979 at the southwest corner of Laurel Road and Empire Avenue which consists of two proposed parcels and is further described in the map and legal description attached hereto and incorporated herein as Exhibits A and B respectively.

B. Condition of Approval 79 requires the Parcel's annexation to City of Oakley Community Facilities District CFD 2015-2 ("CFD") for funding the maintenance and operation costs associated with regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities.

C. Condition of Approval 80 requires the Parcel's participation in the provision of funding to maintain police services by voting to approve a special tax ("Special Tax") created by this minor subdivision approval.

D. City and Applicant, by this Agreement, are implementing Conditions of Approval Numbers 79 and 80.

AGREEMENT

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

1. Recitals.

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

2. Support for Annexation.

Applicant shall support and take any and all actions necessary to annex the Parcel into Community Facilities District CFD 2015-2 for funding the maintenance and operation costs associated with regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities.

Applicant shall support and take any and all actions necessary to participate in the provision of funding to maintain police services by the Parcel's annexation to Oakley Special Police Tax Area.

3. Submission of Assessment Ballots in Favor of Assessment and Special Tax Ballot in Favor of Special Tax

Upon receipt of an assessment ballot regarding the assessments that shall be annually imposed by the CFD and/or a special tax ballot regarding the special tax annually imposed for maintenance of police services, Applicant shall promptly indicate its support for such assessments and/or special taxes and/or requests by marking the ballot(s) and submitting it as instructed in the ballot materials or as directed in the request. Applicant specifically understands that the current assessments levied by the District and the current special taxes for maintenance of police services may increase due to inflation and Applicant agrees to pay any such increase.

4. Restrictions on Conveyances and Transfers of Title.

Applicant shall not convey or otherwise transfer title to the Parcel until the annexation and/or approval of the assessments including the completion of the ballot proceedings is finalized, and the assessments are authorized to be levied on the Parcel.

Applicant also may enter into reservation contracts with potential purchasers of parcels within the Subdivision, provided that such contracts include a prominent warning that shall be reviewed by and acceptable to the City identifying the existence of this Agreement and summarizing its critical requirements.

Notwithstanding the terms of this provision, any restrictions on conveyance or other transfer of the designated remainder under the Subdivision Map Act remain in effect.

5. Restrictions on Issuance and Processing of Building Permits.

Applicant shall not request, and City shall neither issue nor process, any building permits for the Parcel or any structure in/on the Parcel until the annexation to the District and approval of the Special Tax (including the completion of the ballot proceedings is finalized and the assessments and special taxes are authorized to be levied) for the Parcel.

6. Recordation of Agreement.

Prior to issuance of the parcel map, Applicant shall record this Agreement in the chain of title for both Parcels, such that this Agreement will be identified in any title report prepared for a potential purchaser of either Parcel.

7. Issuance of Parcel Map.

City shall not withhold approval of the parcel map for the Subdivision prior to completion of the annexation of the Parcel to the District or approval of the Parcel's Special Tax and authorization of the levy of the District assessment, and authorization of the levy of the Special Tax and pre-payment of eligible development impact fees on the Parcel on account of failure to complete annexation to the District and approval of the Special Tax provided that the Parcels are in substantial compliance with all other conditions of approval and the Parcels are in full compliance with applicable laws.

8. Severability and Integration of Agreement.

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

APPROVED AS TO FORM:

CITY OF OAKLEY

Derek P. Cole, City Attorney

Bryan H. Montgomery, City Manager

ATTEST:

APPLICANT

Libby Vreonis, City Clerk

Signature, Name and Title

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
MAP OF SUBDIVISION

RESOLUTION NO. __-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT WITH SUTTER & PIERCE, EPC, LLC FOR MINOR SUBDIVISION MS 16-979 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 Sutter & Pierce, EPC, LLC for the development of a minor subdivision known as MS 16-979; and

WHEREAS, this agreement will require the developer to complete approximately \$61,600.00 in public improvements and drainage infrastructure in accordance with the project conditions of approval and City standard construction design.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oakley that the Subdivision Improvement Agreement with Sutter & Pierce, EPC, LLC is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of MS 16-979 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 8th day of November 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

Kevin Romick, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA, APPROVING A SUBDIVISION ANNEXATION AND ASSESSMENT AUTHORIZATION DEFERRAL AGREEMENT WITH SUTTER & PIERCE, EPC, LLC FOR MINOR SUBDIVISION 16-979

WHEREAS, Condition of Approval 79 for Minor Subdivision 16-979 require the project to be annexed into Community Facilities District CFD 2015-2 for funding the maintenance and operation costs associated with regional, community and neighborhood parks, public area landscaping, street lights and storm water facilities; and

WHEREAS, Condition of Approval 80 for Minor Subdivision 16-979 requires the project to participate in the funding to maintain police services; and

WHEREAS, Sutter & Pierce EPC, LLC is requesting that the Parcel Map for Minor Subdivision 16-979 be filed, and is willing to enter into an agreement that, among other things, will allow the map to be filed but will prohibit the sale of any parcels until the assessment district annexations are complete.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the Subdivision Annexation and Assessment Authorization Deferral Agreement with Sutter & Pierce EPC, LLC is hereby approved and the City Manager is hereby authorized to execute the Subdivision Annexation and Assessment Authorization Deferral Agreement for Minor Subdivision 16-979, subject to review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 8th of November, 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

ATTEST:

Kevin Romick, Mayor

Libby Vreonis, City Clerk

Date

RESOLUTION NO. XX-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY CALIFORNIA, APPROVING THE PARCEL MAP TITLED "PARCEL MAP MS 16-979" LOCATED AT THE SOUTHWEST CORNER OF LAUREL ROAD AND EMPIRE AVENUE

WHEREAS, on March 8th, 2016, Sutter & Pierce EPC, LLC ("APPLICANT") submitted an application requesting approval of a Tentative Parcel Map (MS 16-979) to subdivide the 3.63 acre parcel located at Southwest corner of Laurel Road and Empire Avenue, APN: 053-071-053 into two parcels; and

WHEREAS, on August 9th, 2016 the City Council of the City of Oakley adopted Resolution 127-16 which conditionally approved the tentative map for Minor Subdivision MS 16-979; and

WHEREAS, OWNER has requested that the City Council approve the Parcel Map; and

WHEREAS, the City Engineer has determined that the final parcel map is in substantial compliance with the approved tentative parcel map and that the applicable conditions of approval have been satisfied; and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the parcel map labeled "Parcel Map, MS 16-979", as prepared by Robert A. Karn and Associates, Inc. be and hereby is approved.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 8th of November, 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

ATTEST:

Kevin Romick, Mayor

Libby Vreonis, City Clerk

Date

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PARTY HAVING RECORD TITLE INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE DISTINCTIVE BORDER UPON SHEETS 2 OF THIS MAP; THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THAT GRANT DEED RECORDED MARCH 3, 1992 BOOK 17278 PAGE 556, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, CALIFORNIA; THAT WE ARE THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY AND THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP; AND THAT EACH PARCEL IS DESIGNATED THEREON BY A LETTER.

WE ALSO RELINQUISH ALL ABUTTER'S RIGHTS OF ACCESS TO LAUREL ROAD AND EMPIRE AVENUE ALONG THE PROPERTY LINE ADJACENT TO SAID ROADS SHOWN AS , WITH THE EXCEPTIONS OF DRIVEWAY LOCATIONS.

THIS MAP SHOWS ALL EASEMENTS OF RECORD THAT EXIST ON THE PREMISES, AND THOSE PROPOSED IN CONJUNCTION WITH THE APPROVAL OF THIS MAP.

CONTRA COSTA WATER DISTRICT, A PUBLIC ENTITY

BY: _____
NAME/TITLE

OWNER'S 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 _____ }
ON _____ BEFORE ME, _____ NOTARY PUBLIC,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
NOTARY NAME PRINTED _____
COMMISSION NO. _____
COMMISSIONED IN _____
MY COMMISSION EXPIRES _____

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 MS-16-979"; THAT SAID SUBDIVISION AS SHOWN IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP APPROVED BY THE CITY OF OAKLEY PLANNING COMMISSION ON AUGUST 9, 2016, 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
RCE NO. 51138
EXPIRATION DATE: 09-30-2017

**PARCEL MAP
SUBDIVISION MS-16-979**

SUBDIVISION OF PARCEL 2, PER LOT LINE ADJUSTMENT LLA
14-01, DOCUMENT NO. 2015-0090011-00, CORRECTED
BY DOCUMENT NO. 2016-0072127-00,
CONTRA COSTA COUNTY RECORDS
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA



**ROBERT A. KARN
& ASSOCIATES, INC.**

707 BECK AVENUE
FAIRFIELD, CALIFORNIA 94533
PHONE: (707) 435-9999 FAX: (707) 435-9988

SHEET 1 OF 2

AUGUST, 2016

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ARCHANGEL 2 PARTNERS, LLC ON MARCH 22, 2016. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. I HEREBY CERTIFY THAT THE MONUMENTS INDICATED ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THE MAP AND ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. KARN R.C.E. 33173 DATE _____
EXPIRES: 06/30/2018



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 PARCEL MAP ENTITLED "SUBDIVISION MS-16-979", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) 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 STREETS, ROADS, AVENUES, OR 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.

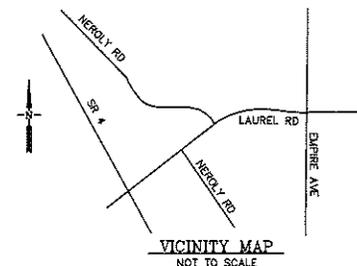
I WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ 20____

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

CITY COUNCIL STATEMENT

I, KEVIN ROHANI, PUBLIC WORKS DIRECTOR OF THE CITY OF OAKLEY, HEREBY STATE THAT THE CITY COUNCIL HAS APPROVED THE TENTATIVE MAP FOR PARCEL MAP MS-16-979, WHICH INCLUDES THE SUBDIVISION WHICH THIS PARCEL MAP IS BASED.

DATE: _____
KEVIN ROHANI
PUBLIC WORKS DIRECTOR
CITY OF OAKLEY, CONTRA COSTA COUNTY
STATE OF CALIFORNIA



CITY SURVEYOR'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY SURVEYOR OF CITY OF OAKLEY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE MAP ENTITLED "SUBDIVISION MS-16-979" AND I AM SATISFIED THE SAID IS TECHNICALLY CORRECT.

DATE: _____
FRANCIS JOSEPH KENNEDY, RCE 21771
CITY SURVEYOR, 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.

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

DATE: _____ BY: _____ DEPUTY CLERK

GEOTECHNICAL SOILS REPORT

A GEOTECHNICAL EXPLORATION REPORT HAS BEEN PREPARED BY KC ENGINEERING COMPANY, DATED 12 SEPTEMBER 2016, AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF OAKLEY, CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 201____, AT _____ M. IN BOOK OF PARCEL MAPS, AT PAGE(S) _____, AT THE REQUEST OF CHICAGO TITLE COMPANY.

JOSEPH E. CANCEMI, COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____ DEPUTY COUNTY RECORDER

