

From: [LISA GRADY](#)
To: [=yCouncil Members](#)
Subject: Orchard Grove Development
Date: Tuesday, June 28, 2022 9:26:18 AM

CAUTION – EXTERNAL SENDER

To whom it may concern:

We are opposed to the project as it is presented and want to ask the City Council to deny it. We want City Council to require to build only 2 units per acre as stipulated by the General Plan. The developer is asking for 3.03 units per acre without any legal support, and make it sound like they are entitled to build that many houses without any benefit to the community.

Here is the list of our **demands** that will somewhat help the new development integrate with the surrounding neighborhood, in case the project is approved.

1. Maintain Gracie Lane as a dead-end street and maintain the walking path from Adams Lane exclusively for pedestrian access
2. Installation of street signs visible from all directions indicating Gracie Lane is a dead-end street and no stopping signs along Gracie Lane
3. Masonry wall along Gracie Lane and Lone Oak Rd. Access to the retention basin should be exclusively from the Orchard Grove neighborhood.
4. Landscaping to be installed following city design standards with big evergreen trees and shrubbery all along the masonry wall
5. Installation of stop signs at SE corner on both traffic direction to ensure safety when turning. The stop signs will also facilitate safe exit for the neighbors located on the southwest corner
6. Masonry wall needs to meet design standards applied to the frontage walls that can be seen along O'Hara Lane – wall and column caps to be used to finish the wall
7. Paving the end of Gracie Lane, cul-de-sac area currently with gravel
8. Speed bumps installation on Caper, Lone Oak and Adams Lane as traffic calming and safety measure given the vicinity of a busy park and 2 schools that will determine increase of cut thru traffic on Caper and Lone Oak.

Bill and Lisa Grady



From: [Cornel Todor](#)
To: [=yCouncil Members](#)
Subject: Proposed Orchard Grove Development
Date: Monday, June 27, 2022 3:50:44 PM

CAUTION – EXTERNAL SENDER

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Hello City Council Members,

I would like to express my opposition to the Orchard Grove Development as it??s currently proposed.???? The city should not approve a change to the general plan and require the developer to build a maximum of 2 homes per acre.

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Additionally, if the developer agrees to 2 homes per acre maximum and the project is approved, the following items should be integrated in the project to integrate the new development with the surrounding neighborhoods and minimize the impact:

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1. Maintain Gracie Lane as a dead-end street and maintain the walking path from Adams Lane exclusively for pedestrian access
- 2.??Installation of street signs visible from all directions indicating Gracie Lane is a dead-end street and no stopping signs along Gracie Lane
3. Masonry wall along Gracie Lane and Lone Oak Rd.?? Access to the retention basin should be exclusively from the Orchard Grove neighborhood.
- 4.?? Landscaping to be installed following city design standards with big evergreen trees and shrubbery all along the masonry wall
- 5.????Installation of stop signs at SE corner on both traffic direction to ensure safety when turning.?? The stop signs will also facilitate safe exit for the neighbors located on the southwest corner
- 6.????Masonry wall needs to meet design standards applied to the frontage walls that can be seen along O???Hara Lane ??? wall and column caps to be used to finish the wall
- 7.????Paving the end of Gracie Lane, cul-de-sac area currently with gravel
- 8.????Speed bumps installation on Caper, Lone Oak and Adams Lane as traffic calming and safety measure given the vicinity of a busy park and 2 schools that will determine increase of cut thru traffic on Caper and Lone Oak.

??
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Thank You,

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Cornel Todor



Brentwood

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From: [Daniel Mathat](#)
To: [=yCouncil Members](#)
Subject: Orchard Grove-Formerly Adams Lane by Shea Homes
Date: Tuesday, June 28, 2022 9:51:55 AM

CAUTION – EXTERNAL SENDER

Hello City Council Members,

My name is Daniel Mathat.

My family lives at [REDACTED]. Our rural ranchette fronts the proposed Orchard Grove project by Shea Homes. Throughout this lengthy process of planning and design review, we have had several neighborhood meetings to discuss the project and list our common concerns.

The neighborhood is very concerned about the project and the overall number of homes being proposed. I have been asked to speak on behalf of the residents on Gracie Lane and multiple residents on Lone Oak Road. I have attached our most recent letter to the Planning Commission and City Council for your reference.

All residents are strongly opposed to any rezone of the property and want to maintain the current zoning of a maximum of 2 homes per acre, as it has been for many years. This zoning was put in effect to keep the property a rural community, consistent with the surrounding neighborhoods of Gracie Lane and Lone Oak Road. The proposed project of 51 home exceeds the zoning and does not fit in with the neighboring ranchettes that are between 1.5 to 3 acres.

After many letters and neighborhood concerns, the developer did agree to the below items during the most recent Planning Commission meeting. These items are now included in the conditions of approval.

1. Keep Gracie Lane a dead-end street (EVA) with a pedestrian access. This is our number one concern. Opening Gracie Lane would have a major negative impact on the residents, cause unsafe conditions for children and destroy the rural setting we continue to fight to maintain.
2. Split face masonry block wall along Gracie Lane and Lone Oak Road.
3. Changing of builders proposed fencing at the bioretention pond.

Although the developer has agreed to these items and they were approved, we again want reiterate these requests.

We had another neighborhood meeting on June 14, 2022 with many of the surrounding residents. Several additional important concerns were discussed that were not addressed or made clear to the residents in the Planning Commission meeting.

All residents again discussed our strong opposition of any re-zoning and the density of the project.

Listed below are these concerns, many of which directly impact the residents that reside directly across from the bioretention basin. We are asking the City Council Members require these important additional items from the developer.

1. The masonry split face wall to be extended along ALL of Gracie Lane and Lone Oak Road, which will include surrounding the bioretention basin. Access for the bioretention basin to be exclusively from within the project and not from Gracie Lane or Lone Oak Road. This is needed to separate the project from the surrounding rural community.
2. Revise the corner of Gracie Lane and Lone Oak Road at the bioretention basin to be a softer larger radius for more visibility. This is a very sharp corner in which only one car at a time can pass through. It has caused issues for the residents on this corner for many years and is unsafe.
3. The masonry wall needs to be consistent and meet the design standards of the masonry wall provided by the Braddock and Logan project and all along O'Hara and Adams. This is a split face masonry wall with a top cap and rock columns. This will provide consistency with the surrounding masonry walls and keep our community looking nice.
4. Installation of stop signs at the SE corner of Lone Oak Road at the corner of the bioretention basin. These stop signs will facilitate a safe exit for the existing residents from their homes.
5. Dense landscaping with large evergreen trees and shrubs all along the masonry wall following city standards.
6. Paving the end of Gracie Lane with asphalt, which is currently dirt and gravel.
7. Installation of Dead-End & No Stopping street signs from both directions off Lone Oak Road and at the end of Gracie lane.
8. Installation of several speed humps on Adams Lane as a traffic calming measure for the busy park, Adam's Elementary school and residents. Street racing and people doing donuts in their vehicles is an almost nightly occurrence. This presents an extremely unsafe condition for pedestrians and vehicles alike. It is also unsightly and extremely

noisy.

In closing, we ask the City Council Members to fight for your citizens. Fight for our rights and concerns to retain our special rural community, which is one of only a few that remain in Brentwood.

Best Regards,

Daniel Mathat

From: [Jenn Garcia](#)
To: [=yCouncil Members](#)
Subject: Orchard Grove Project
Date: Monday, June 27, 2022 10:45:58 PM

CAUTION – EXTERNAL SENDER

Good evening Council,

My name is Jenn Garcia and I am a resident in the Los Ranchos neighborhood very close to the proposed Orchard Grove Project. We are a family of 5 with 3 young children who attend Marsh Creek Elementary school and walk to school or take bike rides on Lone Oak, Gracie Lane and Adams OFTEN. The General Plan for this project included 2 units per acre, yet the developer is now requesting for 3.03 and now makes it sound as if they may be entitled to build that many houses without benefit to our community. This neighborhood will be negatively impacted by that kind of density. Our family has enjoyed the small town feel of our neighborhood and surrounding back roads, but over the years traffic trying to find a quicker way through town has gotten worse; the density of this project will put more traffic on our roads close to where my children live, walk, play and attend school.

I want to express my opposition to this project as presented and ask that the council REJECT IT.

Having said this, if the proposal happens to be approved here is a list of demands that would somewhat help the new development integrate into the neighborhood:

1. Maintain Gracie Lane as a dead-end street and maintain the walking path from Adams Lane exclusively for pedestrian access
2. Installation of street signs visible from all directions indicating Gracie Lane is a dead-end street and no stopping signs along Gracie Lane
3. Masonry wall along Gracie Lane and Lone Oak Rd. Access to the retention basin should be exclusively from the Orchard Grove neighborhood.
4. Landscaping to be installed following city design standards with big evergreen trees and shrubbery all along the masonry wall
5. Installation of stop signs at SE corner on both traffic directions to ensure safety when turning. The stop signs will also facilitate safe exit for the neighbors located on the southwest corner
6. Masonry wall needs to meet design standards applied to the frontage walls that can be seen along O'Hara Lane – wall and column caps to be used to finish the wall
7. Paving the end of Gracie Lane, cul-de-sac area currently with gravel
8. Speed bumps installation on Caper, Lone Oak and Adams Lane as traffic calming and safety measures given the vicinity of a busy park and 2 schools that will determine an increase of cut thru traffic on Caper and Lone Oak.

Thank you for your time and I hope to hear that our city council will support the concerns and needs of this community.

Jenn Garcia



Virus-free. www.avast.com

From: [JORGE FREITAS](#)
To: [=yCouncil Members](#)
Subject: Orchard Grove-Formerly Adams Lane by Shea Homes
Date: Tuesday, June 28, 2022 10:35:25 AM

CAUTION – EXTERNAL SENDER

We agree Keith

Hello City Council Members,

My name is Jorge Freitas .

My family lives at [REDACTED] . Our rural ranchette fronts the proposed Orchard Grove project by Shea Homes. Throughout this lengthy process of planning and design review, we have had several neighborhood meetings to discuss the project and list our common concerns.

The neighborhood is very concerned about the project and the overall number of homes being proposed. I have been asked to speak on behalf of the residents on Gracie Lane and multiple residents on Lone Oak Road. I have attached our most recent letter to the Planning Commission and City Council for your reference.

All residents are strongly opposed to any rezone of the property and want to maintain the current zoning of a maximum of 2 homes per acre, as it has been for many years. This zoning was put in effect to keep the property a rural community, consistent with the surrounding neighborhoods of Gracie Lane and Lone Oak Road. The proposed project of 51 home exceeds the zoning and does not fit in with the neighboring ranchettes that are between 1.5 to 3 acres.

After many letters and neighborhood concerns, the developer did agree to the below items during the most recent Planning Commission meeting. These items are now included in the conditions of approval.

1. Keep Gracie Lane a dead-end street (EVA) with a pedestrian access. This is our number one concern. Opening Gracie Lane would have a major negative impact on the residents, cause unsafe conditions for children and destroy the rural setting we continue to fight to maintain.

2. Split face masonry block wall along Gracie Lane and Lone Oak Road.

3. Changing of builders proposed fencing at the bioretention pond.

Although the developer has agreed to these items and they were approved, we again want reiterate these requests.

We had another neighborhood meeting on June 14, 2022 with many of the surrounding residents. Several additional important concerns were discussed that were not addressed or made clear to the residents in the Planning Commission meeting.

All residents again discussed our strong opposition of any re-zoning and the density of the project.

Listed below are these concerns, many of which directly impact the residents that reside directly across from the bioretention basin. We are asking the City Council Members require these important additional items from the developer.

1. The masonry split face wall to be extended along ALL of Gracie Lane and Lone Oak Road, which will include surrounding the bioretention basin. Access for the bioretention basin to be exclusively from within the project and not from Gracie Lane or Lone Oak Road. This is needed to separate the project from the surrounding rural community.
2. Revise the corner of Gracie Lane and Lone Oak Road at the bioretention basin to be a softer larger radius for more visibility. This is a very sharp corner in which only one car at a time can pass through. It has caused issues for the residents on this corner for many years and is unsafe.
3. The masonry wall needs to be consistent and meet the design standards of the masonry wall provided by the Braddock and Logan project and all along O'Hara and Adams. This is a split face masonry wall with a top cap and rock columns. This will provide consistency with the surrounding masonry walls and keep our community looking nice.

4. Installation of stop signs at the SE corner of Lone Oak Road at the corner of the bioretention basin. These stop signs will facilitate a safe exit for the existing residents from their homes.

5. Dense landscaping with large evergreen trees and shrubs all along the masonry wall following city standards.

6. Paving the end of Gracie Lane with asphalt, which is currently dirt and gravel.

7. Installation of Dead-End & No Stopping street signs from both directions off Lone Oak Road and at the end of Gracie lane.

8. Installation of several speed humps on Adams Lane as a traffic calming measure for the busy park, Adam's Elementary school and residents. Street racing and people doing donuts in their vehicles is an almost nightly occurrence. This presents an extremely unsafe condition for pedestrians and vehicles alike. It is also unsightly and extremely noisy.

In closing, we ask the City Council Members to fight for your citizens. Fight for our rights and concerns to retain our special rural community, which is one of only a few that remain in Brentwood.

From: [Joshua Waldron](#)
To: [=yCouncil Members](#)
Subject: Orchard Grove Development
Date: Monday, June 27, 2022 10:58:23 PM

CAUTION – EXTERNAL SENDER

Dear city council members,

I wanted to express my opposition to the Orchard Grove project as it is presented and want to ask the City Council to deny it. We want City Council to require to build only 2 units per acre as stipulated by the General Plan. The developer is asking for 3.03 units per acre without any legal support, and make it sound like they are entitled to build that many houses without any benefit to the community.

Here is the list of our **demands** that will help the new development integrate with the surrounding neighborhood, which includes my neighborhood, in case the project is somehow approved.

1. Maintain Gracie Lane as a dead-end street and maintain the walking path from Adams Lane exclusively for pedestrian access
2. Installation of street signs visible from all directions indicating Gracie Lane is a dead-end street and no stopping signs along Gracie Lane
3. Masonry wall along Gracie Lane and Lone Oak Rd. Access to the retention basin should be exclusively from the Orchard Grove neighborhood.
4. Landscaping to be installed following city design standards with big evergreen trees and shrubbery all along the masonry wall
5. Installation of stop signs at SE corner on both traffic direction to ensure safety when turning. The stop signs will also facilitate safe exit for the neighbors located on the southwest corner
6. Masonry wall needs to meet design standards applied to the frontage walls that can be seen along O'Hara Lane – wall and column caps to be used to finish the wall
7. Paving the end of Gracie Lane, cul-de-sac area currently with gravel
8. Speed bumps installation on Caper, Lone Oak and Adams Lane as traffic calming and safety measure given the vicinity of a busy park and 2 schools that will determine increase of cut thru traffic on Caper and Lone Oak.

Thank you for reading this and appreciate you supporting us your city members who elect you by denying the development as it is currently submitted.

Josh W-

From: [REDACTED]
To: [=yCouncil Members](#)
Cc: ["Mike Jensen"](#); ["Sinziana Todor"](#); ["Pete & Ann Cruz"](#); ["Jack & LeeAnn \(Neighbor\)"](#); ["Daniel Mathat"](#); [REDACTED]; ["Julie Schaefer"](#)
Subject: Orchard Grove-Formerly Adams Lane by Shea Homes
Date: Monday, June 27, 2022 10:50:12 PM
Attachments: [Letter to City of Brentwood 04282022.pdf](#)

CAUTION – EXTERNAL SENDER

Hello City Council Members,
My name is Keith Schaefer.

My family lives at [REDACTED]. Our rural ranchette fronts the proposed Orchard Grove project by Shea Homes. Throughout this lengthy process of planning and design review, we have had several neighborhood meetings to discuss the project and list our common concerns.

The neighborhood is very concerned about the project and the overall number of homes being proposed. I have been asked to speak on behalf of the residents on Gracie Lane and multiple residents on Lone Oak Road. I have attached our most recent letter to the Planning Commission and City Council for your reference.

All residents are strongly opposed to any rezone of the property and want to maintain the current zoning of a maximum of 2 homes per acre, as it has been for many years. This zoning was put in effect to keep the property a rural community, consistent with the surrounding neighborhoods of Gracie Lane and Lone Oak Road. The proposed project of 51 home exceeds the zoning and does not fit in with the neighboring ranchettes that are between 1.5 to 3 acres.

After many letters and neighborhood concerns, the developer did agree to the below items during the most recent Planning Commission meeting. These items are now included in the conditions of approval.

1. Keep Gracie Lane a dead-end street (EVA) with a pedestrian access. This is our number one concern. Opening Gracie Lane would have a major negative impact on the residents, cause unsafe conditions for children and destroy the rural setting we continue to fight to maintain.
2. Split face masonry block wall along Gracie Lane and Lone Oak Road.
3. Changing of builders proposed fencing at the bioretention pond.

Although the developer has agreed to these items and they were approved, we again want reiterate these requests.

We had another neighborhood meeting on June 14,2022 with many of the surrounding residents. Several additional important concerns were discussed that were not addressed or made clear to the residents in the Planning Commission meeting.

All residents again discussed our strong opposition of any re-zoning and the density of the project. Listed below are these concerns, many of which directly impact the residents that reside directly across from the bioretention basin. We are asking the City Council Members require these important additional items from the developer.

1. Th masonry split face wall to be extended along ALL of Gracie Lane and Lone Oak Road, which will include surrounding the bioretention basin. Access for the bioretention basin to be exclusively from within the project and not from Gracie Lane or Lone Oak Road. This is needed to separate the project from the surrounding rural community.
2. Revise the corner of Gracie Lane and Lone Oak Road at the bioretention basin to be a softer larger radius for more visibility. This is a very sharp corner in which only one car at a time can pass through. It has caused issues for the residents on this corner for many years and is unsafe.
3. The masonry wall needs to be consistent and meet the design standards of the masonry wall provided by the Braddock and Logan project and all along O'Hara and Adams. This is a split face masonry wall with a top cap and rock columns. This will provide consistency with the surrounding masonry walls and keep our community looking nice.
4. Installation of stop signs at the SE corner of Lone Oak Road at the corner of the bioretention basin. These stop signs will facilitate a safe exit for the existing residents from their homes.
5. Dense landscaping with large evergreen trees and shrubs all along the masonry wall following city standards.
6. Paving the end of Gracie Lane with asphalt, which is currently dirt and gravel.
7. Installation of Dead-End & No Stopping street signs from both directions off Lone Oak Road and at the end of Gracie lane.
8. Installation of several speed humps on Adams Lane as a traffic calming measure for the busy park, Adam's Elementary school and residents. Street racing and people doing donuts in their vehicles is an almost nightly occurrence. This presents an extremely unsafe condition for pedestrians and vehicles alike. It is also unsightly and extremely noisy.

In closing, we ask the City Council Members to fight for your citizens. Fight for our rights and concerns to retain our special rural community, which is one of only a few that remain in Brentwood.

Best Regards,

Keith Schaefer

Sr. Project Manager

Mark Scott Construction, Inc.

2835 Contra Costa Blvd.

Pleasant Hill, CA 94523

Office: [REDACTED]

Mobile: [REDACTED]

Fax: [REDACTED]

Contractor License #682814

kschaefer@msconstruction.com



Please consider the environment before printing this email.

April 27, 2022

City of Brentwood
150 City Park Way
Brentwood, CA. 94513

City Council

Joel Bryant – Mayor
Johnny Rodriguez – Vice Mayor
Jovita Mendoza – Council Member
Susannah Meyer – Council Member
Karen Rarey – Council Member
Tim Ogden – City Manager

Planning Commission

Dirk Zeigler – Commissioner
Emily Cross – Commissioner
David Dolter – Commissioner
Anita Roberts - Commissioner
David Sparling - Commissioner

Dear City of Brentwood Planning Commission and City Council,

My name is Keith Schaefer. My wife Julie and I, along with my two children live at [REDACTED] Our rural ranchette is directly across the street from the proposed Orchard Grove project by Shea Homes. I have been asked to represent all of the residents on Gracie Lane and multiple residents on Lone Oak Road. I have had several meetings with these neighbors to discuss the proposed project and have been asked to write this letter to summarize the many concerns we have with this development.

Gracie Lane was developed in 1954, and several of the original residents remain today. We have all enjoyed a country lifestyle raising our families, generations of children and grandchildren. Many of us have livestock and farm animals and have moved to this location to raise our families in a rural setting. Although progress seems inevitable, we feel that what we have is unique within the city limits and should be preserved as a special piece of the original country setting of Brentwood. We would like to maintain as much of our rural lifestyle as possible.

During the 2003-2004 expansion of Brentwood for the S&S Farms– Braddock & Logan project RGMP 02-A4, we were active in the planning process, and stood for our rights to preserve our ranchette lifestyle. We again wish to stand for what we feel is extremely rare within the Brentwood city limits, and what keeps us continuing to love this special place we call home.

Collectively we stand as one on the issues below.

1. Gracie Lane is currently a dead end with speed humps along the entire length of the road to reduce the speed in which cars, trucks and delivery trucks drive. We stand together to say we want Gracie Lane to remain a **dead end**. This is the number one priority for all residents. Opening Gracie Lane will allow an undesirable number of vehicles to park in front of the rural ranchette properties to drop off children for Adams Elementary School, and attending special events, holidays, etc. We acknowledge and accept that an EVA is likely required, and hope that a pedestrian gate also be provided for public walking access.

From the previous housing development S&S – Braddock & Logan project RGMP 02-A4, the following comments were made.

- 6/8/2004
- City manager Stevenson said *“Gracie Lane should remain closed to through traffic”*
 - Council member Petrovich said *“I would like to preserve the quality of life for the Gracie Lane residents”*
 - Council member Hill stated *“Gracie lane should be a cul-de-sac”*

2. The current plan going before the Planning Commission includes a modified good neighbor fence along Gracie Lane, and parts of Lone Oak Road. These fences are primarily facing the ranchette properties, and thus will likely not be properly maintained. As with many areas around Brentwood, these good neighbor fences deteriorate, have almost immediate staining from irrigation overspray, and are a general eye sore. As with the Braddock and Logan project before, we request that the Planning Commission require the developer to include a split face masonry block wall with dense landscaping and trees in front of all the ranchette properties. A masonry block wall will help alleviate some of the noise from the development, be very durable, be consistent with all the masonry block walls along Ohara, Adams and throughout the Braddock and Logan project. We ask the Planning Commission to require the developer to construct the masonry wall prior to construction to mitigate the noise, dust and impact on the residents. We ask that the planning Commission make this a condition of approval.
3. The proposed plan shows a required expansion pond along Gracie Lane and Lone Oak Road with a 42” tube steel fence around the perimeter. This is a potential safety hazard for children and animals during excessive water drainage. It will also collect garbage and debris that will blow in during windy times. A 6’ high chain link fence with privacy slats is suggested, similar to the one Braddock and Logan was required to install for the same reasons. We ask the Planning Commission require the developer to match the fencing and landscaping of the existing expansion pond on Caper Drive and Lone Oak Road and make this a condition of approval.
4. The project has gone through a number of revisions prior to the plans before you. During these revisions the lot sizes have gotten smaller and smaller and more homes have been added. Current zoning is R1E. We acknowledge that the City has been handicapped by the State mandates due to the so called “Housing Crisis”. Due to the extreme reduction in setbacks being proposed, most of the residents will not be able to park in their driveway and there are no side yards to speak of. The roads will be congested with vehicles causing not only potential safety concerns, but also an unsightly congested neighborhood. We request that the Planning Commission seriously look at the zoning ordinance and only allow the minimum mandatory required rezone to meet State requirements.
5. During the course of construction, access and/or parking should be prohibited in front of the existing ranchette’s during construction. This will cut down the impact of the construction on the residents. Gracie Lane is not wide enough to handle construction access or parking and still be safe for the children in the area. We ask that the planning Commission make this a condition of approval.

- As the proposed project is currently an open field, many animals call this property home. We request that the Planning Commission require formal and proper mitigation for the ground squirrel and burrowing owl population that reside on this land. The Braddock and Logan project forced the many squirrels onto our properties, which resulted in extensive damage to some of our foundations and barns. We ask that the planning Commission make this a condition of approval.

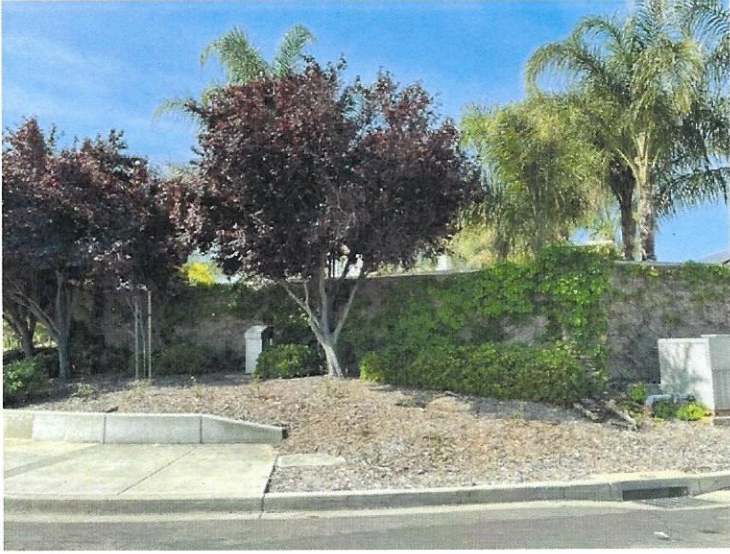
Photos of the existing masonry block wall and landscaping along Ohara and Adams Lane at attached, along with the expansion pond fencing on the corner of Caper Drive and Lone Oak Road.

The residents of Gracie Lane and Lone Oak Road appreciate the opportunity to voice our concerns and provide our input on the proposed project. We sincerely hope the City of Brentwood will consider the impact this project will have on our county lifestyle and daily lives. We ask that you help us preserve what little rural atmosphere we will have left by considering the above points of concern.

Kindest regards,

The Residents of Gracie Lane & Lone Oak Road

Names	Address	Signature
STANLEY KALINOWSKI	[REDACTED]	[Signature]
Marie Kalinowski	[REDACTED]	Marie Kalinowski
JACK & LEANNE DELMONTE	[REDACTED]	[Signature]
Pedro Cruz/ANN CRUZ	[REDACTED]	[Signature]
JOSE FREITAS	[REDACTED]	[Signature]
MARIKA Daniel Mathat	[REDACTED]	Daniel Mathat
Tom Guenette	[REDACTED]	Tom Guenette
Dana Guenette	[REDACTED]	Dana Guenette
Tyler Guenette	[REDACTED]	[Signature]
myka Jensen	[REDACTED]	myka Jensen
Judie Jensen	[REDACTED]	Judie Jensen
Keith & Julie Schaefer	[REDACTED]	[Signature]



From: [Sinziana Todor](#)
To: [=yCouncil Members](#); [webCityClerk](#)
Subject: Orchard Grove Subdivision Public Hearing D.1. - June 28, 2022
Date: Tuesday, June 28, 2022 2:56:04 PM

CAUTION – EXTERNAL SENDER

Hello City Council members,

My letter is regarding the proposed residential development project Orchard Grove subdivision. In reading the staff report I have few observations and questions that I am hoping can be answered during the public hearing to be held on June 28, 2022.

1. Please reject the concession request:
“Exemption from the General Plan mid-point density range requiring a significant amount of amenities/public benefit.”

The density range in this General Plan land use designation is 1.1-3.0 units per gross acre. The applicant’s proposed density exceeds the midpoint of that range, which is 2.0. Only city council can increase density factor to be used in exchange for certain things the developers can do, but it is really at your discretion. **Please require the developer to use the midpoint range to calculate base number of dwellings and then apply the density bonus factor as per State Bonus Density Law. Please do not allow this developer to rewrite our General Plan and re-zone this parcel as they want, without significant benefits for the community.**

2. The lots surrounding the project parcel are greater than 1 acre as mentioned in the report. While we appreciate the developer considering putting half acre lots on the southern and eastern side, a buffer should be built around the perimeter, including the northern side. The lot size requires that buffer to minimize the impact on surrounding properties. **Please do not allow the waiver from the density transition requirement along the northern boundary of the project.** I understand that the main reason to grant this waiver is to be able to accommodate the 51 units proposed, but it will result in a bad product ultimately for our city, so we should ask for an alternate design, or for the developer to drop the State Bonus Density Law application.

Design review items we would like to request if the project is approved as presented:

–

❖ Maintain Gracie Lane as a dead-end street

and maintain the walking path from Adams Lane exclusively for pedestrian access

<!--[if !supportLists]-->❖ <!--[endif]--> Installation of street signs visible from all directions indicating Gracie Lane is a dead-end street and no stopping signs along Gracie Lane

<!--[if !supportLists]-->❖ <!--[endif]--> Masonry wall along Gracie Lane and Lone Oak Rd. Access to the retention basin should be exclusively from the Orchard Grove neighborhood.

<!--[if !supportLists]-->❖ <!--[endif]-->Masonry wall needs to meet design standards applied to the frontage walls that can be seen along O'Hara Lane – wall and column caps to be used to finish the wall

<!--[if !supportLists]-->❖ <!--[endif]-->Masonry wall should be built first to minimize the noise and construction schedule impact on surrounding neighbors

<!--[if !supportLists]-->❖ <!--[endif]-->Landscaping to be installed following city design standards with big evergreen trees and shrubbery all along the masonry wall as soon as possible to minimize the noise and construction schedule impact on surrounding neighbors

<!--[if !supportLists]-->❖ <!--[endif]--> Installation of stop signs at SE corner on both traffic direction to ensure safety when turning. The stop signs will also facilitate safe exit for the neighbors located on the southwest corner

<!--[if !supportLists]-->❖ <!--[endif]-->Paving the end of Gracie Lane, cul-de-sac area currently with gravel

<!--[if !supportLists]-->❖ <!--[endif]-->Speed bumps installation on Adams Lane as traffic calming and safety measure given the vicinity of a busy park and 2 schools

We are asking that you will support our request.

Thank you for your time dedicated to reading my letter, and for your consideration!

Sinziana Todor

Brentwood Resident

From: [Veronica Haendel](#)
To: [=yCouncil Members](#)
Subject: Orchard Grove Project
Date: Monday, June 27, 2022 1:54:35 PM

CAUTION – EXTERNAL SENDER

Dear Members of the Brentwood City Council,

I am writing, as a resident of the neighborhood immediately surrounding the location proposed for the Orchard Grove Project, to express my opposition to this project as presented, for the reasons delineated below. My family and I moved here to enjoy peace, quiet, homes separated by ample space, schools that are not overcrowded and a town that still maintained that “small town” feel - all things supported by this city’s General Plan. Unfortunately, every time we turn around, builders and investors are trying to defeat this general plan in favor of their own financial interests.


I am asking the City Council to deny this project as presented. As stipulated by the General Plan, I’m asking the City Council to require this project to only permit 2 units per acre, not the 3.03 the developer is seeking. The developer has provided zero support for this deviation and has not offered any benefit to our community in exchange for this increase. This project should be integrated appropriately with our neighborhood, if the project is going to be approved:

- 1) Gracie Lane should be maintained as a dead-end street. The only access to Gracie Lane from Adams Lane should be pedestrian access.
- 2) Signs should be installed that are visible from all directions, indicating Gracie Lane is a dead end street; and “No Stopping Anytime” signs should be installed along Gracie Lane.
- 3) The wall separating the Orchard Grove Project from Gracie Lane and Lone Oak Rd should be and access to the retention basin should be exclusively from the Orchard Grove neighborhood.
- 4) Landscaping should be installed following city design standards with large evergreen trees and shrubbery along the masonry wall.
- 5) Stop signs should be installed at the southeast corner of the project along Lone Oak, in both directions, to ensure safety when turning (since the project and wall will block visibility along Lone Oak.
- 6) The masonry wall should meet design standards applied to the frontage walls that can be seen along O’Hara Lane – wall and column caps to be used to finish the wall.
- 7) The cut-de-sac area of Gracie Lane should be paved.
- 8) Speed bumps are necessary along Caper, Lone Oak and Adams Lane to help calm the traffic that will be caused by the additional cars being added to the

neighborhood, especially given the close proximity of 2 schools and a busy park. The addition of this project to our neighborhood will undoubtedly cause a sharp increase in traffic cutting through the neighborhood on Caper and Lone Oak.

I appreciate your time and attention to this matter, one which will drastically change our neighborhood and jeopardize our peace, quiet, safety and quality of the education our children are getting by increasing the teacher to student ratio.

Sincerely,
Veronica Haendel

From: 
To: [webCityClerk: Meyer, Susannah](#)
Subject: Public comment for 6/28
Date: Friday, June 24, 2022 3:12:22 PM

CAUTION – EXTERNAL SENDER

Hello,

Please ensure my comments are filed anonymously. I am writing in to oppose the approval of agenda item D. 2 in regards to the sound wall project. There are many locations of residential homes that are affected by traffic noises created throughout the city. No matter where you live in Brentwood you can hear almost daily, screeching tires, excessive muffler noise, and the sound of speeding vehicles. To spend this amount of money which I'm sure isn't inclusive of other required studies and or reports that will need to be done to appease only one residential neighborhood, more specifically, 200 linear feet of a residential neighborhood, is ridiculous. There were a number of neighborhoods included in the sound study from 2021 and none of them including the Sienna development had excessive noise outside normal range. When a council member specifically asked the Director of Public Works if the city had any fault in regards to this issue his response was no. Our current council is blaming this issue on a past councils mistake of rezoning. Had the previous council not rezoned, the neighborhood wouldn't exist and the residents of the neighborhood would not have their homes. Does council plan to fix all the noise concerns regarding traffic in the city for residential neighborhoods along the bypass or main thoroughfares in Brentwood? Trilogy, Summerset, Apple Hill, Pheasant Run, Diablo Estates, to name a few, all have homes that could be affected by bypass noise. The fact that this is even being considered is baffling. How is it a responsible use of taxpayer dollars by council? It isn't. It is an extremely irresponsible use of public funds by a city council. It amazes me that not one of our elected council members can see this. You all voted for this with no opposition even after it was made clear the city had no fault in the sound wall issue to begin with. As our elected officials, I expect that you have read the reports from the 2021 noise analyst and evaluation studies that show the sound wall height extension won't work. The residential homes will still have noise and little to no decrease in the sound decibels created from the bypass. As our city continues to grow and we continue to see more economic development and residential communities being built, the noise along the bypass will never not be an issue. I am sure the City Council and City Directors can find responsible uses for these funds. These funds could go to redo and fix all the terrible dirt and divots that are softball/baseball fields are riddled with. This would mitigate injury to both children and adult league participants. We have beautiful parks and some of the worst fields ever seen. Which is probably why not one organization outside Brentwood Pony will rent our field for tournaments. Use the money to improve them and attract tournaments which in turn will help our local businesses, hotels and restaurants be more successful. Please don't spend the hard earned tax payer money on the sound wall. Our community could benefit from this money in so many other ways!

I wanted to send my genuine opposition to spending our town money in this way. It is irresponsible and short sighted. We can do better.

Sincerely,



From: [Chrissy Amaral](#)
To: [webCityClerk](#)
Cc: [Meyer, Susannah](#)
Subject: Public comment for 6/28
Date: Monday, June 27, 2022 9:37:51 AM
Attachments: [image981756.png](#)

CAUTION – EXTERNAL SENDER

We are writing in to oppose the approval of agenda item D. 2 in regards to the sound wall project. There are many locations of residential homes that are affected by traffic noises created throughout the city. No matter where you live in Brentwood you can hear almost daily, screeching tires, excessive muffler noise, and the sound of speeding vehicles. To spend this amount of money which I'm sure isn't inclusive of other required studies and or reports that will need to be done to appease only one residential neighborhood, more specifically, 200 linear feet of a residential neighborhood, is ridiculous. There were a number of neighborhoods included in the sound study from 2021 and none of them including the Sienna development had excessive noise outside normal range. When a council member specifically asked the Director of Public Works if the city had any fault in regards to this issue his response was no. Our current council is blaming this issue on a past councils mistake of rezoning. Had the previous council not rezoned, the neighborhood wouldn't exist and the residents of the neighborhood would not have their homes. Does council plan to fix all the noise concerns regarding traffic in the city for residential neighborhoods along the bypass or main thoroughfares in Brentwood? Trilogy, Summerset, Apple Hill, Pheasant Run, Diablo Estates, to name a few, all have homes that could be affected by bypass noise. The fact that this is even being considered is baffling. How is it a responsible use of taxpayer dollars by council? It isn't. It is an extremely irresponsible use of public funds by a city council. It amazes me that not one of our elected council members can see this. You all voted for this with no opposition even after it was made clear the city had no fault in the sound wall issue to begin with. As our elected officials, I expect that you have read the reports from the 2021 noise analyst and evaluation studies that show the sound wall height extension won't work. The residential homes will still have noise and little to no decrease in the sound decibels created from the bypass. As our city continues to grow and we continue to see more economic development and residential communities being built, the noise along the bypass will never not be an issue. I am sure the City Council and City Directors can find responsible uses for these funds. These funds could go to redo and fix all the terrible dirt and divots that are softball/baseball fields are riddled with. This would mitigate injury to both children and adult league participants. We have beautiful parks and some of the worst fields ever seen. Which is probably why not one organization outside Brentwood Pony will rent our field for tournaments. Use the money to improve them and attract tournaments which in turn will help our local businesses, hotels and restaurants be more successful. Please don't spend the hard earned tax payer money on the sound wall. Our community could benefit from this money in so many other ways!

Sincerely,
David and Christina Amaral

Chrissy Amaral
Talent Engagement Manager

MOSAIC




From: [Jackie Andrews](#)
To: [webCityClerk](#); [Meyer, Susannah](#)
Subject: public comment for 6/28
Date: Friday, June 24, 2022 1:50:23 PM

CAUTION – EXTERNAL SENDER

Good Afternoon,

We are writing in to oppose the approval of agenda item D. 2 in regards to the sound wall project. There are many locations of residential homes that are affected by traffic noises created throughout the city. No matter where you live in Brentwood you can hear almost daily, screeching tires, excessive muffler noise, and the sound of speeding vehicles. To spend this amount of money which I'm sure isn't inclusive of other required studies and or reports that will need to be done to appease only one residential neighborhood, more specifically, 200 linear feet of a residential neighborhood, is ridiculous. There were a number of neighborhoods included in the sound study from 2021 and none of them including the Sienna development had excessive noise outside normal range. When a council member specifically asked the Director of Public Works if the city had any fault in regards to this issue his response was no. Our current council is blaming this issue on a past councils mistake of rezoning. Had the previous council not rezoned, the neighborhood wouldn't exist and the residents of the neighborhood would not have their homes. Does council plan to fix all the noise concerns regarding traffic in the city for residential neighborhoods along the bypass or main thoroughfares in Brentwood? Trilogy, Summerset, Apple Hill, Pheasant Run, Diablo Estates, to name a few, all have homes that could be affected by bypass noise. The fact that this is even being considered is baffling. How is it a responsible use of taxpayer dollars by council? It isn't. It is an extremely irresponsible use of public funds by a city council. It amazes me that not one of our elected council members can see this. You all voted for this with no opposition even after it was made clear the city had no fault in the sound wall issue to begin with.

As our elected officials, I expect that you have read the reports from the 2021 noise analyst and evaluation studies that show the sound wall height extension won't work. The residential homes will still have noise and little to no decrease in the sound decibels created from the bypass. As our city continues to grow and we continue to see more economic development and residential communities being built, the noise along the bypass will never not be an issue. I am sure the City Council and City Directors can find responsible uses for these funds. These funds could go to redo and fix all the terrible dirt and divots that are softball/baseball fields are riddled with. This would mitigate injury to both children and adult league participants. We have beautiful parks and some of the worst fields ever seen. Which is probably why not one organization outside Brentwood Pony will rent our field for tournaments. Use the money to improve them and attract tournaments which in turn will help our local businesses, hotels and restaurants be more successful. Please don't spend the hard earned tax payer money on the sound wall. Our community could benefit from this money in so many other ways!

Sincerely,
Jackie Andrews

 Brentwood

From: [Shaun Walker](#)
To: [webCityClerk](#)
Cc: [Meyer, Susannah](#)
Subject: Public Comment Item D.2
Date: Tuesday, June 28, 2022 8:41:58 AM

CAUTION – EXTERNAL SENDER

We are writing in to oppose the approval of agenda item D. 2 in regards to the sound wall project. There are many locations of residential homes that are affected by traffic noises created throughout the city. No matter where you live in Brentwood you can hear almost daily, screeching tires, excessive muffler noise, and the sound of speeding vehicles. To spend this amount of money which I'm sure isn't inclusive of other required studies and or reports that will need to be done to appease only one residential neighborhood, more specifically, 200 linear feet of a residential neighborhood, is ridiculous. There were a number of neighborhoods included in the sound study from 2021 and none of them including the Sienna development had excessive noise outside normal range. When a council member specifically asked the Director of Public Works if the city had any fault in regards to this issue his response was no. Our current council is blaming this issue on a past councils mistake of rezoning. Had the previous council not rezoned, the neighborhood wouldn't exist and the residents of the neighborhood would not have their homes. Does council plan to fix all the noise concerns regarding traffic in the city for residential neighborhoods along the bypass or main thoroughfares in Brentwood? Trilogy, Summerset, Apple Hill, Pheasant Run, Diablo Estates, to name a few, all have homes that could be affected by bypass noise. The fact that this is even being considered is baffling. How is it a responsible use of taxpayer dollars by council? It isn't. It is an extremely irresponsible use of public funds by a city council. It amazes me that not one of our elected council members can see this. You all voted for this with no opposition even after it was made clear the city had no fault in the sound wall issue to begin with. As our elected officials, I expect that you have read the reports from the 2021 noise analyst and evaluation studies that show the sound wall height extension won't work. The residential homes will still have noise and little to no decrease in the sound decibels created from the bypass. As our city continues to grow and we continue to see more economic development and residential communities being built, the noise along the bypass will never not be an issue. I am sure the City Council and City Directors can find responsible uses for these funds. These funds could go to redo and fix all the terrible dirt and divots that are softball/baseball fields are riddled with. This would mitigate injury to both children and adult league participants. We have beautiful parks and some of the worst fields ever seen. Which is probably why not one organization outside Brentwood Pony will rent our field for tournaments. Use the money to improve them and attract tournaments which in turn will help our local businesses, hotels and restaurants be more successful. Please don't spend the hard earned tax payer money on the sound wall. Our community could benefit from this money in so many other ways!

Sincerely,
S. Walker

From: [Wellens Sara](#)
To: [Meyer, Susannah](#); [webCityClerk](#)
Subject: Opposition letter
Date: Friday, June 24, 2022 4:21:21 PM

CAUTION – EXTERNAL SENDER

We are writing in to oppose the approval of agenda item D. 2 in regards to the sound wall project.

There are many locations of residential homes that are affected by traffic noises created throughout the city. No matter where you live in Brentwood you can hear almost daily, screeching tires, excessive muffler noise, and the sound of speeding vehicles. To spend this amount of money which I'm sure isn't inclusive of other required studies and or reports that will need to be done to appease only one residential neighborhood, more specifically, 200 linear feet of a residential neighborhood, is ridiculous.

There were a number of neighborhoods included in the sound study from 2021 and none of them including the Sienna development had excessive noise outside normal range. When a council member specifically asked the Director of Public Works if the city had any fault in regards to this issue his response was no.

Our current council is blaming this issue on a past councils mistake of rezoning. Had the previous council not rezoned, the neighborhood wouldn't exist and the residents of the neighborhood would not have their homes. Does council plan to fix all the noise concerns regarding traffic in the city for residential neighborhoods along the bypass or main thoroughfares in Brentwood? Trilogy, Summerset, Apple Hill, Pheasant Run, Diablo Estates, to name a few, all have homes that could be affected by bypass noise.

The fact that this is even being considered is baffling. How is it a responsible use of taxpayer dollars by council? It isn't. It is an extremely irresponsible use of public funds by a city council. It amazes me that not one of our elected council members can see this. You all voted for this with no opposition even after it was made clear the city had no fault in the sound wall issue to begin with. As our elected officials, I expect that you have read the reports from the 2021 noise analyst and evaluation studies that show the sound wall height extension won't work. The residential homes will still have noise and little to no decrease in the sound decibels created from the bypass. As our city continues to grow and we continue to see more economic development and residential communities being built, the noise along the bypass will never not be an issue. I am sure the City Council and City Directors can find responsible uses for these funds.

These funds could go to redo and fix all the terrible dirt and divots that are softball/baseball fields are riddled with. This would mitigate injury to both children and adult league participants. We have beautiful parks and some of the worst fields ever seen. Which is probably why not one organization outside Brentwood Pony will rent our field for tournaments. Use the money to improve them and attract tournaments which in turn will help our local businesses, hotels and restaurants be more successful. Please don't spend the hard earned tax payer money on the sound wall. Our community could benefit from this money in so many other ways!

Sincerely,

Sara Wellens

From: [Antonio Xavier](#)
To: [webCityClerk](#)
Cc: [=yCouncil Members](#)
Subject: David Dolter agenda item
Date: Monday, June 27, 2022 10:37:24 PM

CAUTION – EXTERNAL SENDER

Please include the following comments in the city council meeting regarding Planning Commissioner David Dolter.

Dear Mayor and City Council,

I am unable to remotely attend the zoom city council meeting tomorrow.

I want you all to know I am very unhappy with how this situation is unfolding.

Transparency and trust are not just buzzwords to me. I consistently speak up in City Council meetings when these types of issues arise.

David Dolter should be disciplined for his actions that occurred while serving in his official capacity as Planning Commissioner.

David Dolter should be removed from his position as Planning Commissioner immediately as the disciplinary action.

Removal from public office establishes accountability to the public and sets a clear precedent going forward. It is not "cancel culture" to be removed from a public position.

I-David Dolter should be disciplined for his actions that occurred while serving in his official capacity as Planning Commissioner

Serving the citizens of Brentwood is a privilege not a right. That privilege comes with increased standards of behavior. If you can't act appropriately as a public official then you should return to private life as a citizen.

Any disciplinary action that occurs due to his actions as a planning commissioner are also part of the deal.

Nobody forced David Dolter to be a planning commissioner and accept these higher standards. He knowingly applied for the position and should not be surprised to face discipline for actions taken during his official capacity in that position.

An email from 1 planning commission member to all other members regarding their intent to vote on a pending item behind closed doors and away from public view is unacceptable.

This was not simply an email mistake as it has been downplayed.

The action taken by David Dolter violated the transparency required by his position as a planning commissioner and it also shattered the public trust that he is properly performing the duties of his position behind closed doors. It is inevitable to ask "what else is he doing that we are unaware of?"

Failure to discipline the act will send a loud and clear message to the citizens of Brentwood that transparency and trust do not matter.

Therefore, I ask that you vote to discipline David Dolter for his actions that occurred while serving in his official capacity as Planning Commissioner.

II-David Dolter should be removed from his position as Planning Commissioner immediately as the disciplinary action

This Brentwood City Council decision will establish a strong precedent regarding future commissioner behavior tonight.

Your choice will either (1) establish a precedent that permits unacceptable behavior or (2) establish a precedent that prohibits unacceptable behavior.

I agree with Mayor Bryant's statement during the last meeting that "[w]e need to make sure there is clear lines of expectations and repercussions" (emphasis added).

The big question is what type of repercussion?

Anything less than immediate removal would be inconsequential at this point.

In a letter dated June 9, David Dolter wrote "[i]t will be a relief to many that, if not removed beforehand, it's my intention to not seek reappointment. I will stay involved in the community since I regard civic duty an honor as well as a responsibility" (emphasis added).

David Dolter's term is set to expire December 31, 2022.

There is no benefit to Brentwood to leave a lame duck planning commissioner in place until then.

A replacement should be found so they can be brought up to speed and a new term extended if they perform as required.

Most importantly, immediate removal will establish clear lines of expectations and repercussions for future commissioners.

III-Removal from public office establishes accountability to the public and sets a clear precedent going forward. It is not "cancel culture" to be removed from a public position.

In a letter dated June 9, David Dolter wrote "[i]nuendo and cancel culture have no place in the

discussion of competence to serve on city advisory boards" (emphasis added).

Public officials are supposed to serve the public. Asking for removal from their public role is asking for accountability to the public they are supposed to serve.

Nobody is asking for any actions to be taken against his private interests (i.e., cancel culture).

As a Brentwood citizen I ask that the city council vote to remove David Dolter from his position as Brentwood Planning Commissioner.

When he returns to private life I wish Mr. Dolter nothing but success in his future endeavors. I don't want anything in his private life "cancelled" as a result of this.

But for now, it is my opinion that Planning Commissioner Dolter has failed to meet the standards expected of a Brentwood Planning Commissioner and I ask that he be removed from that position by the city council.

--Antonio Xavier
Brentwood Resident

From: [REDACTED]
To: [webCityClerk](#)
Subject: Public Comment: Item E1
Date: Tuesday, June 28, 2022 2:51:10 PM

CAUTION – EXTERNAL SENDER

I urge the Brentwood City Council to stop this silliness and simply mandate training for all new commissioners and move on. This item has taken on the life of its own for personal vendetta, difference of opinions and some bizarre stance of what the general plan is and is not. Did David Dolter make a mistake, maybe. But, staff says he was found not to have committed a Brown Act whereas at least two of you mischaracterized Dolter at the June 1 meeting—you owe this man a public apology.

A difference of opinion(s) on planning commission vote(s) or statements made is no reason to remove someone. That is the equivalent of changing the rules in the middle of the game to ensure the outcome you wish for. That is wrong!

This isn't complicated.

Mr. Dolter should continue out his term and then the on the next set of appointments, have your standards and rules while you do what you wish with the next set of appointments. Opposing views should be welcomed because it ensures good discussion, better policy and represents the entire community.

Furthermore, requiring the planning commission be in line with the council is laughable. You all preach about rubber stamping yet requiring the planning commission to think and act like the council does exactly that—it rubber stamps items where things will get missed. Its also hypocritical. If the council seeks likeminded individuals while creating a cookie cutter commission, then perhaps pull a City of Oakley and let the council run the planning commission—but lets not forget, Oakley recently brought back the planning commission after the council ran it for more than a decade with many questionable decisions because they thought best—it was not two sets of independent bodies looking at items.

Finally, its appears a majority of this council is anti-development. That is fine. But do realize other cities in the area are developing and getting tax benefits, infrastructure improvements and community benefits, Brentwood is getting the traffic.

I urge this council to stop being control freaks because at some point, nobody will want to apply to any commissioner role in the city if the micromanaging of commissioners continues.

Again, implement the training, while the council can come up with whatever expectations you will create and move on because this whole thing is silly when Brentwood has many other areas of concern you can all be working on.

Mike Burkholder
Brentwood, CA

From: [Morris, Alexis](#)
To: [=yCouncil Members](#)
Cc: [=yDepartment Directors](#); [Wisinski, Katherine](#)
Subject: Agenda Item D.1
Date: Tuesday, June 28, 2022 10:14:44 AM
Attachments: [2022-05-03 Planning Commission - Full Minutes-2637.pdf](#)

Dear Honorable Mayor and City Council,
Council Member Rarey brought to our attention that the May 3 Planning Commission minutes were not attached to Agenda Item D.1 as listed in the staff report – the April 19 Planning Commission minutes were incorrectly attached instead. Please find the May 3 minutes attached for your reference. In addition, the correct Planning Commission staff report is attached, but mislabeled as an April 19 staff report.

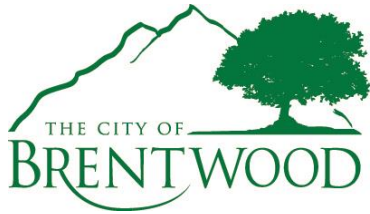
I apologize for any confusion this may have caused.

Thank you.



Alexis Morris, Director of Community Development
Community Development
150 City Park Way
Brentwood, CA 94513-1164
Phone: 925.516.5195
Fax: 925.516.5407
amorris@brentwoodca.gov





**MAY 3, 2022
PLANNING COMMISSION MINUTES**

PUBLIC COMMENTS RECEIVED

[Public comments that were received prior to the start of the Planning Commission meeting and any other disclosable public records related to an agenda item for the open session of this meeting distributed to all or majority of the Planning Commission less than 72 hours before this meeting.](#)

CALL TO ORDER & ROLL CALL

Attendee Name	Title	Status	Arrived
Emily Cross	Vice Chairperson	Absent	
David Dolter	Commissioner	Remote	7:00 PM
Anita Roberts	Commissioner	Remote	7:00 PM
David Sparling	Commissioner	Remote	7:00 PM
Dirk Zeigler	Chairperson	Remote	7:00 PM

PLEDGE OF ALLEGIANCE

Chairperson Zeigler led the pledge of allegiance.

PUBLIC COMMENTS

Brentwood resident, Danny Dohrmann, spoke regarding the Blue Bird Village project and Shea Homes.

Brentwood resident, Rod Flohr, spoke regarding an email sent from Commissioner Dolter.

Brentwood resident, Erik Bror Bonn, spoke regarding the Blue Bird Village project.

Brentwood resident, Sinziana Todor, spoke regarding the Blue Bird Village project and Planning Commissioner performance.

Brentwood resident, Dale J., spoke regarding the Blue Bird Village project.

Brentwood resident, Ray Smit, spoke regarding the Blue Bird Village project.

Brentwood resident, Elsie, spoke regarding the Blue Bird Village project.

CONSENT CALENDAR

The City received 1 public comment regarding the consent calendar items, items requested as future agenda items, and items not on the agenda that were sent via email or otherwise for the Commission's consideration.

1. Minutes of the Planning Commission meeting of April 19, 2022. (Drummond)
Minutes of the Planning Commission meeting of April 19, 2022 were tabled due to a lack of quorum of Commissioners able to participate in a vote.

BUSINESS ITEMS

2. **Public Hearing.** An application for a vesting tentative subdivision map (VTSM 9435) to create 51 single-family residential lots, one bio-retention basin, and other related improvements. The project also includes a density bonus resulting in an overall project density of 3.03 units per acre and a design review (DR 20-003) for the homes to be constructed on the 51 lots (including 45 single-family detached homes and six affordable duets). The project is located east of Adams Lane, directly north of the intersection of Lone Oak Road and Gracie Lane. (De Castro)

Senior Planner, Crystal De Castro, presented the staff report for this item.

The Commissioners asked questions of staff.

Chairperson Zeigler opened up the public hearing.

Applicant, David Best, spoke on the project.

Brentwood resident, Danny Dohrmann, spoke opposing the project.

Brentwood resident, Rod Flohr, spoke regarding State Laws and the Commissioners.

Brentwood resident, Sinziana Todor, spoke opposing the project.

Brentwood resident, Kyle Clemons, spoke regarding the proposed project.

Brentwood resident, Keith Schaefer, spoke regarding the proposed project.

Brentwood resident, Marisol Valles, spoke regarding the proposed project.

Brentwood resident, Cyrina Smith, spoke regarding the proposed project.

Brentwood resident, Elsie, spoke regarding the Blue Bird Village project.

Brentwood resident, George Freitas, spoke regarding the proposed project.

Brentwood resident, Julie Schaefer, spoke regarding the proposed project.

Brentwood resident, Daniel Mathat, spoke regarding the proposed project.

Brentwood resident, Erica Kozocas, spoke regarding the proposed project and the Blue Bird Village project.

Brentwood resident, Tom Guennette, spoke regarding the proposed project.

The Commissioners asked questions of the applicant.

The City received 3 public comments regarding this item that were sent via email or otherwise for its consideration.

Moved/seconded by Dolter/Sparling to close the public hearing. Motion carried unanimously via roll call vote.

The Commissioners discussed the project.

RESULT:	CLOSE PUBLIC HEARING [UNANIMOUS]
MOVER:	David Dolter, Commissioner
SECONDER:	David Sparling, Commissioner
AYES:	Dolter, Roberts, Sparling, Zeigler
ABSENT:	Cross

Resolution No. 22-004 of the Planning Commission of the City of Brentwood recommending that the City Council adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Orchard Grove (VTSM 9535 and DR 20-003), located east of Adams Lane, directly north of the intersection of Lone Oak Road and Gracie Lane (APN 016-040-005).

Moved/Seconded by Dolter/Sparling to approve Resolution No. 22-004. Motion carried 3-1.

RESULT:	ADOPTED [3 TO 1]
MOVER:	David Dolter, Commissioner
SECONDER:	David Sparling, Commissioner
AYES:	Dolter, Sparling, Zeigler
NAYS:	Roberts
ABSENT:	Cross

Resolution No. 22-005 of the Planning Commission of the City of Brentwood recommending that the City Council approve a Vesting Tentative Subdivision Map (VTSM 9535) to allow the subdivision of one parcel totaling 16.82 acres to create 51 single-family residential lots, one bio-retention basin, and other related improvements, including a density bonus resulting in an overall project density of 3.03 units per gross acre for Orchard Grove, located east of Adams Lane, directly north of the intersection of Lone Oak Road and Gracie Lane (APN 016-040-005).

Moved/Seconded by Zeigler/Dolter to approve Resolution No. 22-005 with modifications to conditions of approval 6, 7, 11, and 12. Motion carried 3-1.

RESULT:	ADOPTED AS AMENDED [3 TO 1]
MOVER:	Dirk Zeigler, Chairperson
SECONDER:	David Dolter, Commissioner
AYES:	Dolter, Sparling, Zeigler
NAYS:	Roberts
ABSENT:	Cross

Resolution No. 22-006 of the Planning Commission of the City of Brentwood recommending that the City Council approve a Design Review for six home plans (45 market rate homes and six duet units) for 51 single-family residential lots for Orchard Grove located east of Adams Lane, directly north of the intersection of Lone Oak Road and Gracie Lane (APN 016-040-005).

Moved/Seconded by Zeigler/Sparling to approve Resolution No. 22-006 with modification of condition of approval 15. Motion carried 3-1.

RESULT:	ADOPTED AS AMENDED [3 TO 1]
MOVER:	Dirk Zeigler, Chairperson
SECONDER:	David Sparling, Commissioner
AYES:	Dolter, Sparling, Zeigler
NAYS:	Roberts
ABSENT:	Cross

**INFORMATIONAL REPORTS FROM COMMITTEES AND UPCOMING MEETING
SCHEDULE**

TRANSPLAN Committee (Roberts)	2nd Thursday of every month
Design Review Subcommittee (Cross & Sparling)	2nd and 4th Thursdays of every month
Land Use and Development Committee (Zeigler)	3rd Monday of every month

REQUEST FOR FUTURE AGENDA ITEMS

None

ADJOURNMENT

Moved/Seconded Zeigler/Sparling. Motion carried unanimously at 10:48 PM via roll call vote.

From: [Morris, Alexis](#)
To: [=yCouncil Members](#)
Cc: [=yDepartment Directors](#); [Wisinski, Katherine](#)
Subject: Agenda Item D.1
Date: Tuesday, June 28, 2022 10:33:09 AM
Attachments: [SB 330 Preliminary Application Checklist Orchard Grove 05072020 .pdf](#)
[Orchard Grove Application and Project Descriptions.pdf](#)

Dear Honorable Mayor and City Council,
Council Member Rarey requested the date when Shea Homes submitted an SB 330 Preliminary Application for the Orchard Grove project and a copy of that application. The SB 330 Preliminary Application was submitted on May 7, 2020 and is attached for your reference.

Council Member Mendoza requested a copy of the application form submitted for the Orchard Grove project. The project's application form is attached along with the multiple project descriptions the applicant has submitted as they have revised the project since 2020.

Thank you.



Alexis Morris, Director of Community Development
Community Development
150 City Park Way
Brentwood, CA 94513-1164
Phone: 925.516.5195
Fax: 925.516.5407
amorris@brentwoodca.gov





Universal Application

Planning Division

Effective: July 1, 2019
Revised: July 1, 2019

(9535)

Applicant: <u>Shea Homes, Limited Partnership</u> Contact: <u>David Best</u> Address: <u>2630 Shea Center Drive</u> <u>Livermore, CA 94551</u> Telephone: <u>925-245-3631</u> Email: <u>david.best@sheahomes.com</u> Site Location: <u>1801 Lone Oak Drive</u> APN(S): <u>016-040-005-7</u>	For Staff Use Only: <u>RZ 20-004/TSM 20-002</u> File No.: <u>DR 20-003</u> Date Received: <u>May 7, 2020</u> Accepted By: _____ Note: _____ Fees Received: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Date</u></th> <th style="text-align: left;"><u>Receipt</u></th> <th style="text-align: left;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Date</u>	<u>Receipt</u>	<u>Amount</u>			
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Administrative Oil Permit	Actual Cost
<input type="checkbox"/> Deposit	\$2,500.00
Adult Oriented Zoning Review	
<input type="checkbox"/>	\$4,850.00
Affordable Housing (Legal review or consulting)	Actual Cost + 25%
<input type="checkbox"/> Deposit	Actual Cost + 25%
Agricultural Mitigation Fee (per acre)	Acres:
<input type="checkbox"/> \$7,638.00 per acre	\$
Amendment	Actual Cost
<input type="checkbox"/> Deposit	\$2,200.00
Annexation	Actual Cost
<input type="checkbox"/> Deposit	\$5,800.00
Appeals	
<input type="checkbox"/>	\$369.00
Archival Fee	
<input type="checkbox"/> No charge if provided in acceptable electronic format	\$185.00
Categorical Exemption	
<input type="checkbox"/>	\$203.00
Consultant Planning Services	Actual Cost + 25%
<input type="checkbox"/>	\$
Contra Costa County Clerk Filing Fees	
<input type="checkbox"/> Notice of Exemption	\$50.00
<input checked="" type="checkbox"/> Notice of Determination (ND, MND)	\$2,404.75
<input type="checkbox"/> Notice of Determination (EIR)	\$3,321.00
<p>An Environmental Determination for every application is made by the Community Development Department Staff following the submittal of a complete application. The applicant will be notified of the appropriate fee following this determination. The State Department of Fish & Game and Contra Costa County require the above filing Fee (AB 3258) at the time of project approval. Fees are to be included with the Application fees to the City of Brentwood.</p>	
Design Review	Actual Cost
<input type="checkbox"/> Residential – Less than 5 Units	# Units
Deposit	\$500 / per unit up to \$2,000.00
<input checked="" type="checkbox"/> Residential (5 or More Units)	\$6,600.00
<input type="checkbox"/> Non Residential *	
Deposit	\$6,600.00
*Plus Engineering fees of \$2,415.00 + \$1,000.00 per acre for commercial projects ≥ 1 acre;	# ac.
\$1,146.00 for commercial projects < 1 acre	\$
Development Agreement	Actual Cost
<input type="checkbox"/> Deposit	\$4,200.00

Environmental Review		Deposit for Consultant cost + 25%	\$
<input type="checkbox"/>	Environmental Impact Report		Actual Cost
<input type="checkbox"/>	Negative Declaration		\$3,500.00
<input type="checkbox"/>	Negative Declaration – Deposit		Actual Cost
<input type="checkbox"/>	Mitigated Declaration (prepared by staff)		\$4,900.00
<input type="checkbox"/>	Deposit		
<input checked="" type="checkbox"/>	Mitigated Negative Declaration (prepared by consultant)	Deposit for Consultant cost + 25%	\$
General Plan Maintenance Fee			\$342.00
<input checked="" type="checkbox"/>	Per dwelling unit or non residential per 2,500 s.f.	# units or s.f.	\$
General Plan / Specific Plan Amendment			Actual Cost
<input type="checkbox"/>	Deposit		\$5,800.00
Habitat Conservation Plan - HCP			
<input checked="" type="checkbox"/>	Administration Fee		\$1,594.43
<input type="checkbox"/>	Complex HCP / NCCP - Deposit		\$3,000.00
Landscape & Lighting District Formation/Annexation			
<input type="checkbox"/>	Initial Deposit for Actual Cost per Consultants Contract, including \$100.00 Reimbursables + City Fee:		\$236.00
** CFD & LLAD Annexation / Formation Fees			
<u>Type of Property</u> Residential	<u>Parcels @ Buildout</u> Up to 5 6 to 100 101 to 200 201 to 300 301 to 400 401 or more	<u>Annexation Fee</u> \$6,600.00 \$6,600 + \$25 / parcel > 5 \$8,975.00 + \$20 / parcel > 100 \$10,975.00 + \$15 / parcel > 200 \$12,475.00 + \$10 / parcel > 300 \$13,475.00 + \$5 / parcel > 400	
Commercial Or Multifamily	Up to 5 acres 5 – 10 acres 10 acres or more	\$6,600.00 \$7,600.00 \$8,600.00	
Landscape Plan Check & Inspection Fee (by Consultant)			Actual Cost + 25%
<input type="checkbox"/>	Deposit		\$ 3,000.00
Landscape Plan Check & Inspection Fee (by Staff)			Actual Cost
<input type="checkbox"/>	Deposit		\$3,000.00
Outdoor Dining/Merchandise Display Review			No Charge
<input type="checkbox"/>			
Parking In-Lieu			\$
<input type="checkbox"/>	Fee is \$3,899.00 per space for Retail/Office/Commercial, or any required additional off-site Residential parking space	Number of spaces.	
Peer Review			Actual Cost + 25%
<input type="checkbox"/>	Deposit (Legal, Consultant)		\$3,000.00
Preliminary Application Review			No Charge
<input type="checkbox"/>			
Residential Condominium Conversion			Actual Cost
<input type="checkbox"/>	Deposit		\$2,200.00
Residential Growth Management Program (RGMP)			
<input type="checkbox"/>	RGMP Allocation Fee, Per Application		\$3,483.00
Residential Street Addressing			
<input type="checkbox"/>	Subdivisions		\$203.00
<input type="checkbox"/>	Secondary Units		\$52.28
Rezone			Actual Cost
<input checked="" type="checkbox"/>	Deposit		\$4,900.00
Sign Permit Review			
<input type="checkbox"/>	Administrative		\$307.00
<input type="checkbox"/>	Master Sign Program		Actual Cost
<input type="checkbox"/>	Deposit		\$2,600.00
<input type="checkbox"/>	Planning Commission Approval Permit		Actual Cost
<input type="checkbox"/>	Deposit		\$900.00
<input type="checkbox"/>	Temporary Permit – Signs and Banners		No Charge
Special Studies (Traffic, Environmental, etc.)			Actual Cost + 25%
<input type="checkbox"/>	Deposit		\$

		Actual Cost
Tentative Maps		
<input type="checkbox"/>	Deposit	Number of Lots _____ \$6,000.00
<input type="checkbox"/>	Parcel Map Waiver	\$2,951.00
<input checked="" type="checkbox"/>	Tentative Subdivision Map Review	
	\$3,291.00 + \$10.00 per lot	\$ _____
<input type="checkbox"/>	Tentative Parcel Map Review	\$ _____
	\$1,909.00 + \$10.00 per lot	\$ _____
<input type="checkbox"/>	Tentative Parcel Map Waiver	\$841.00
Time Extension		
<input type="checkbox"/>		\$1,389.00
Use Permit		
Residential		Actual Cost \$ _____
<input type="checkbox"/>	Deposit	\$500 / per unit up to \$2,000.00
Non - Residential		Actual Cost \$ _____
<input type="checkbox"/>	Deposit	\$2,200.00
<input type="checkbox"/>	Temporary Use Permit	\$849.00
<input type="checkbox"/>	Minor Temporary Use Permit	\$66.00
<input type="checkbox"/>	Administrative (large family daycare)	\$245.00
Variance		
<input type="checkbox"/>	Deposit	Actual Cost \$1,700.00
<input type="checkbox"/>	Administrative Variance	\$953.00

Proposed Project Name: Adams Lane

Detailed Project Request/Description: See attached project description

Applicant's/Developer's Name: Shea Homes Limited Partnership (David Best)

Address: 2630 Shea Center Drive **Telephone No.:** 925-245-3631

City: Livermore **State:** CA **Zip Code:** 94551

Fax No: _____ **Email Address:** david.best@sheahomes.com

Architect's Name: Shea Homes

Address: Same as above **Telephone No.:** _____

City: _____ **State:** _____ **Zip Code:** _____

Fax No: _____ **Email Address:** _____

Engineer's Name: Carlson, Barbee & Gibson (Jason Vogan)

Address: 2633 Camino Ramon, Suite 350 **Telephone No.:** 925-866-0322

City: San Ramon **State:** CA **Zip Code:** 94583

Fax No.: _____ **Email Address:** jvogan@cbandg.com

Property Owner of Record's Name: _____

Address: _____ **Telephone No.:** _____

City: _____ **State:** _____ **Zip Code:** _____

Fax No.: _____ **Email Address:** _____

Landscape Architect's Name: _____

Address: _____ **Telephone No.:** _____

City: _____ **State:** _____ **Zip Code:** _____

Fax No: _____ **Email Address:** _____



**INITIAL ENVIRONMENTAL
QUESTIONNAIRE**
(To be completed by applicant)

Planning Division

Effective: January 1, 2017
Revised: January 1, 2017

APPLICATION NO.: _____

DATE FILED: _____

I. GENERAL INFORMATION:

1. Name and address of developer or project sponsor: Shea Homes Limited Partnership
David Best
2. Name and address of project: Adams Lane at 1801 Lone Oak Dr. Brentwood, CA 94513
Assessor's Parcel Number(s): 016-040-005-6
3. Name, address, and telephone number of person(s) to be contacted concerning this project: _____
David Best. Shea Homes- 2680 Shea Center Dr. Livermore (925-245-3631)
4. List and describe any other related permits and other public approvals required for this project, including those required by City, regional, state, and federal agencies: Vesting Tentative Map, Zoning amendment,
Design Review, SCIP program,
5. Existing land use and zoning district: General Plan designation R-VLD, Zoning R-1-E
6. Proposed use of site (project for which this form is filed): Approx 50 lot residential subdivision

II. PROJECT DESCRIPTION (address each item where applicable; attach additional sheets as necessary):

- | | | |
|-------------------------------------|--------------|---|
| 7. Site Size | See attached | 12. Proposed scheduling/timing of development |
| 8. Square Footage | | 13. Associated projects |
| 9. Number of floors of construction | | 14. Anticipated phasing/incremental development |
| 10. Amount of off-street parking | | 15. Amount of impervious surface created |
| 11. Attach plans | | |

II. PROJECT DESCRIPTION (continued): See attached

- 16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected.
- 17. If commercial, indicate the type, whether neighborhood-, city-, or regionally-oriented, square footage of sales area, and loading facilities.
- 18. If industrial, indicate type, estimated employment per shift, and loading facilities.
- 19. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
- 20. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required.

III. ARE THE FOLLOWING ITEMS APPLICABLE TO THE PROJECT OR ITS EFFECTS?
(discuss all items checked "yes"; attach extra sheets as needed)

YES NO

- 21. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours.
- 22. Change in scenic views or vistas from existing residential areas or public lands or roads.
- 23. Change in pattern, scale, or character of the general area of the project.
- 24. Significant amounts of solid waste or litter.
- 25. Change in dust, ash, smoke, fumes or odors in vicinity.
- 26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.
- 27. Substantial change in existing noise or vibration levels in the vicinity.
- 28. Site on filled land or on slope of 10 percent or more.
- 29. Disposal of potential hazardous materials, such as toxic substances, flammables, or explosives.
- 30. Substantial change in demand for municipal services (police, fire, water, sewer, etc.).
- 31. Substantially increased fossil fuel consumption (electricity, oil, natural gas, etc.).
- 32. Relationship to a larger project or series of projects.
- 33. Site previously used for agricultural purposes.

I hereby certify that the statements furnished are true and correct to the best of my knowledge.

(APPLICANT SIGNATURE)

(DATE)



1st Submittal Resubmittal **Community Development** Residential Commercial

Date: 05/07/2020 Re: RZ20-004/TSM-9535/DR20-003

Project Name/Address: Adams Lane
1801 Lone Oak Drive

Applicant Name: Shea Homes, Limited Partnership Telephone # 925-245-3631 Fax # _____

Contact Name: David Best Telephone # 925-245-3631 Fax # _____

Tract # _____ Lot # david.best@sheahomes.com Total No. of Lots: _____

Submittal Contents: Application, Transmittal, Thumb Drive, Full Size color Development Plan (2X), Full Size b/w Vesting Tentative Map (2X), 11 X 17 color Floor Plans & Elevations Brochure, and Tract 9535 Application Binder.

TRANSMITTAL TO:

(Check One)

<u>BUILDING</u>	<u>PLANNING</u>	<u>ENGINEERING</u>	<u>OTHER</u>
Date Assigned: _____	Date Assigned: _____	Date Assigned: _____	Date Assigned: _____
<input type="checkbox"/> Dave McGee	<input type="checkbox"/> Erik Nolthenius	<input type="checkbox"/> Steve Kersevan	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> Debbie Hill	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> Christopher Rogers	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> Crystal De Castro	<u>PARKS & REC</u>	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	Date Assigned: _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> Aaron Wanden	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> Joe Odrzywolski	<input type="checkbox"/> _____

Comments: _____

Date Returned from Planning	_____	Approved: _____	Rejected: _____
Date Returned from Building	_____	Approved: _____	Rejected: _____
Date Returned from Engineering	_____	Approved: _____	Rejected: _____
Date Returned from Parks & Rec.	_____	Approved: _____	Rejected: _____
Date Returned from Other	_____	Approved: _____	Rejected: _____

If Rejected: Date Applicant or Representative was Notified: _____

When Complete, Please Return this Form to: _____ BY _____

Community Development Department
150 City Park Way, Brentwood, CA 94513
Phone: (925) 516-5405 Fax: (925) 516-5407

Shea Homes Project Description for Adams Lane VTM Application – 03/21/2020

Shea Homes is a large private homebuilder that has been developing communities and building homes for more than fifty years. Shea Homes is currently building the Vista Dorado and Lark Hill communities in the Trilogy at Vineyards masterplan within Brentwood and has developed and built a number of other new home communities in Brentwood over the past several years. Shea Homes is part of the larger JF Shea Company which has been continually operating since 1881. Our Northern California office is located in Livermore while the corporate office is located in Walnut, California. More information about Shea Homes can be found at this website:

<https://www.sheahomes.com/shea-difference/>

Shea Homes is proposing to subdivide and develop 16.82 acres that is currently vacant land located along Adams Lane with a street address of 1801 Lone Oak Drive. The property is currently owned by a family trust, and the Tentative Map Application has been signed by the authorized family member Diane Rubino.

The property currently has a General Plan designation of Residential Very Low Density (R-VLD) with an allowable density range of 1.1 to 3.0 units per gross acre, and a zoning designation of R-1-E. The Tentative Map application proposes thirty-nine (39) single family residential lots that are typically 85' wide by 100' deep, which will front on a new internal loop street system that takes 2 points of access off Adams Lane which is to the west of the property. The application also proposes an additional eight (8) lots at 20,000sqft minimum on the east and south perimeter to be served off the existing Gracie Lane and Lone Oak Rd for a total of forty-seven (47) lots. Along the south side of the property is Gracie Lane, a public street which currently serves existing 1-acre residential lots with a General Plan designation of Ranchette Estates (RE). These existing lots are 147' to over 200' wide where fronting Gracie and facing the proposed project. Along the east side of the property is Lone Oak Road, a public street which currently serves this property, as well as other residential properties to the east with a General Plan designation of Residential Very Low density (R-VLD). The existing residential properties adjacent to the proposed project along this stretch of Lone Oak Road are four ranchette style lots that are larger than 1-acre in total area and are anywhere from 105' to 260' wide where fronting Lone Oak Road and facing the proposed project.

To assure an appropriate density transition between the proposed project and the existing ranchette homes to the south and east, in support of the City's General Plan goal LU-2, the project proposes lots that front Gracie and Lone Oak to be a minimum of 20,000sqft. This configuration will buffer to minimize the impact of the development on the existing residents and protect the integrity of the existing land use patterns.

The proposed density is 2.8 units per gross acre which is within the currently designated General Plan R-VLD density range. The development plan provides for two connections to Adams Lane with a simple loop road that serves all the internal 85' x 100' lots. The wider transition lots on the perimeter will be served off the existing Gracie Lane and Lone Oak Road public streets. The project proposes to establish a new Planned Development zoning designation specific to this property that will be similar to the City's standard R-1-8 subzone.

When a project proposes densities above the midpoint of the density range, the City's general plan suggests that improvements of community wide benefit should be provided. This project offers several enhancements that will provide for benefit to the community beyond just the project boundaries.

- 1) The project proposes to install infrastructure that will significantly improve local storm drainage and reduce local flood conditions (see FEMA map attached to this application). Under existing site conditions drainage from the properties raw undeveloped land and adjacent public streets flows overland through several adjacent properties, through a flood zone and into Marsh Creek. Upon completion of the proposed infrastructure the stormwater will instead be collected and conveyed in a regional storm drain line and outfall into Marsh Creek. The applicant will take on the responsibility of securing the necessary easements and regulatory permits, then construct the regional storm drain line through offsite property to a permitted outfall on Marsh Creek. This should mitigate much of the existing drainage problems and flooding through

the adjoining properties as well as correcting the drainage problems created when the County altered the historic drainage pattern and discontinued drainage easement rights that existed from this property to the centerline of Marsh Creek.

- 2) The applicant will negotiate with CalPine Gas Pipelines to secure a quitclaim and removal of the CalPine gas pipeline that runs through the property and adjacent residential neighborhood. In light of the San Bruno gas pipeline disaster removing a gas pipeline that runs through a residential area is a reduction in risk that is a benefit to the local community.
- 3) The applicant will negotiate with the land owner to terminate their irrigation water rights and discontinue the existing ECCID irrigation service which, according to the City will allow Brentwood to use that service line to expand distribution of recycled water in the City. Brentwood is expanding its pipe network to use recycled water from the Waste Water Treatment Plan to irrigate parks, landscape median and other landscape areas which reduces the demand for our Potable Water, and the applicant's efforts in this regard support that goal. This will provide not just a community benefit, but a statewide benefit through the opportunity to expand use of recycled water which reduces the overall demand on dwindling potable water supplies.
- 4) The applicant will work with the City of Brentwood to provide for undergrounding of existing overhead Joint Pole facilities along Lone Oak Rd which will benefit several existing properties adjacent to the development and provide for a more aesthetically pleasing street scene.
- 5) The applicant will work with the City of Brentwood to improve the project frontage of Lone Oak Rd and Gracie Ln which are existing public roads. This improvement will also benefit surrounding residential properties by improving access and safety, as well as benefit the City of Brentwood by bringing these facilities up to current standards and reducing maintenance costs.
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- 7) The applicant will work with the City of Brentwood on frontage improvements to Adams Lane that will include widening Adams Lane on the project side and re-striping of Adams Lane to provide for a center turn lane that will serve Marsh Creek Elementary school and provide safer staging and stacking of cars during peak periods of traffic at the school.
- 8) SB-330 was recently passed at the state legislature in response to the Governor's realization that the shortage of housing supply in the state has reached emergency proportions. Although the proposed project proposes densities beyond the mid-range, the densities are in fact below the maximum and respect all other aspects of the General Plan and the site's existing General Plan designation. The land plan is well thought out and an efficient use of the property. By utilizing land efficiently to produce the right number of homes for the site conditions is doing our part to provide relief to the pressure on residential housing opportunities in the local community and in the state.

Storm water quality for the site will be accomplished through one or two bioretention basin(s) constructed at or near the south east corner of the site. Storm drainage is proposed to then be conveyed through a new storm drain pipe and new outfall on Marsh Creek. The drain pipe will be installed in an existing public easement that connects the property to Marsh Creek.

The proposed home designs will have four floor plans, two single story (2,836sf and 3,048sf) and two, two-story (3,518sf and 3,988sf +/-). The homes are consistent with the City of Brentwood Design Guidelines. Elevations are reminiscent of Early California/Spanish, Mediterranean Revival, and Craftsman. All floor plans will have garage space for three cars, and one floor plan is fitted with a side entry third car garage to breakup the street scene. Given the wide lots, we will be plotting the homes to allow for RV/Trailer off-street parking behind the fence on the larger side yard adjacent to the garage. Specifics can be found in the architectural design review package attached to this application.

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Shea Homes Project Description for Adams Lane VTM Application – 03/21/2020

UPDATED 02/23/2021

Shea Homes is a large private homebuilder that has been developing communities and building homes for more than fifty years. Shea Homes is currently building the Vista Dorado and Lark Hill communities in the Trilogy at Vineyards masterplan within Brentwood and has developed and built a number of other new home communities in Brentwood over the past several years. Shea Homes is part of the larger JF Shea Company which has been continually operating since 1881. Our Northern California office is located in Livermore while the corporate office is located in Walnut, California. More information about Shea Homes can be found at this website:

<https://www.sheahomes.com/shea-difference/>

Shea Homes is proposing to subdivide and develop 16.82 acres that is currently vacant land located along Adams Lane with a street address of 1801 Lone Oak Drive. The property is currently owned by a family trust, and the Tentative Map Application has been signed by the authorized family member Diane Rubino.

The property currently has a General Plan designation of Residential Very Low Density (R-VLD) with an allowable density range of 1.1 to 3.0 units per gross acre, and a zoning designation of R-1-E. The Tentative Map application proposes forty one (41) single family residential lots that are typically 85' wide by 100' deep. The proposed internal public street network will take access from a single location off Adams Lane which borders the property to the west. The application also proposes an additional four (4) lots at 20,000sqft minimum on the south and east perimeter for a total of forty-five (45) lots. Along the south side of the property is Gracie Lane, a public street which currently serves existing 1-acre residential lots with a General Plan designation of Ranchette Estates (RE). Along the east side of the property is Lone Oak Road, a public street which also currently serves other residential properties to the east with a General Plan designation of Residential Very Low density (R-VLD). The existing residential properties adjacent to the proposed project along this stretch of Lone Oak Road are four ranchette style lots that are larger than 1-acre in total area and are anywhere from 105' to 260' wide where fronting Lone Oak Road and facing the proposed project.

To assure an appropriate density transition between the proposed project and the existing ranchette homes to the south and east, in support of the City's General Plan goal LU-2, the project proposes lots that back to Gracie and Lone Oak to be a minimum of 20,000sqft. This configuration will provide a visual buffer to the impact of the development on the existing residents and protect the integrity of the existing land use patterns. Pursuant to several public outreach efforts with the adjacent property owner's Shea has made several allowances in the development plan to appease neighborhood concerns.

- 1) Although not an ideal situation for the applicant, the proposed land plan respects multiple requests by the neighbors to not load any houses off either Lone Oak or Gracie Lane.
- 2) Although not required under City General Plan policies, the buffer lots on the south and the east will be plotted with only single story homes to more closely match the existing properties along Gracie and Lone Oak.
- 3) In an attempt to soften the visual impact to the existing residents, the water quality basins will be constructed in an elongated manner along the majority of the Gracie Lane frontage and wrapping the corner north along Lone Oak. This configuration results in a 200' open landscape buffer along more than 50% of the project's property boundary adjacent to existing residents. The remainder of the property boundary on the south and east will be improved with an approximately 8' wide landscape strip and good neighbor fence separating the four 20,000sqft lots rear yards from Gracie Lane and Lone Oak Rd.

The proposed density is 2.7 units per acre which is within the currently designated General Plan R-VLD density range. The project proposes to establish a new Planned Development zoning designation specific to this property that will be similar to the City's standard R-1-8 subzone.

When a project proposes densities above the midpoint of the density range, the City's general plan suggests that improvements of community wide benefit should be provided. This project offers several enhancements that will provide for benefit to the community beyond just the project boundaries.

- 1) The project proposes to install infrastructure that will significantly improve local storm drainage and reduce local flood conditions (see FEMA map attached to this application). Under existing site conditions drainage from the properties raw undeveloped land and adjacent public streets flows overland through several adjacent properties, through a flood zone and into Marsh Creek. Upon completion of the proposed infrastructure the stormwater will instead be collected and conveyed in a regional storm drain line and outfall into Marsh Creek. The applicant will take on the responsibility of securing the necessary easements and regulatory permits, then construct the regional storm drain line through offsite property to a permitted outfall on Marsh Creek. This improvement will mitigate much of the existing drainage problems and flooding through the adjoining properties as well as correcting the drainage problems created when the County altered the historic drainage pattern and discontinued drainage easement rights that existed from this property to the centerline of Marsh Creek.
- 2) The project will size the new storm drain outfall to accommodate regional drainage within Drainage Area 30C that may serve future development and other improvements to stormwater conveyance outside of the project's boundaries.
- 3) The applicant will negotiate with CalPine Gas Pipelines to secure a quitclaim and removal of the CalPine gas pipeline that runs through the property and adjacent residential neighborhood. In light of the San Bruno gas pipeline disaster removing a gas pipeline that runs through a residential area is a reduction in risk that is a benefit to the local community.
- 4) The applicant will negotiate with the land owner to terminate their irrigation water rights and discontinue the existing ECCID irrigation service which, according to the City will allow Brentwood to use that service line to expand distribution of recycled water in the City. Brentwood is expanding its pipe network to use recycled water from the Waste Water Treatment Plan to irrigate parks, landscape median and other landscape areas which reduces the demand for our Potable Water, and the applicant's efforts in this regard support that goal. This will provide not just a community benefit, but a statewide benefit through the opportunity to expand use of recycled water which reduces the overall demand on dwindling potable water supplies.
- 5) The applicant will install an Emergence Vehicle Access (EVA) between the western terminus of Gracie Lane, and the frontage of Adams Lane. This will provide a second point of access to the residential properties along Gracie and Lone Oak should an emergency block the primary access point off Grant Street to the north.
- 6) The applicant will work with the City of Brentwood on frontage improvements to Adams Lane that will include widening Adams Lane on the project side and re-striping of Adams Lane to provide for a center turn lane that will serve Marsh Creek Elementary school and provide safer staging and stacking of cars during peak periods of traffic at the school.
- 7) SB-330 was recently passed at the state legislature in response to the Governor's realization that the shortage of housing supply in the state has reached emergency proportions. Although the proposed project proposes densities beyond the mid-range, the densities are in fact below the maximum and respect all other aspects of the General Plan and the site's existing General Plan designation. The land plan is well thought out, responsive to the needs of the local community and an efficient use of the property. Utilizing land efficiently, within the boundaries of the General Plan to produce the right number of homes for the

site conditions is a way for all of us to do our part in relieving pressure on residential housing opportunities in the local community and in the state.

Storm water quality for the site will be accomplished through one or two bioretention basin(s) constructed at or near the south east corner of the site. Storm drainage is proposed to then be conveyed through a new storm drain pipe and new outfall on Marsh Creek. The drain pipe will be installed in an existing public easement that connects the property to Marsh Creek.

The proposed home designs will have four floor plans, two single story (2,836sf and 3,048sf) and two, two-story (3,518sf and 3,988sf +/-). The homes are consistent with the City of Brentwood Design Guidelines. Elevations are reminiscent of Early California/Spanish, Mediterranean Revival, and Craftsman. All floor plans will have garage space for three cars, and one floor plan is fitted with a side entry third car garage to breakup the street scene. Given the wide lots, we will be plotting the homes to allow for RV/Trailer off-street parking behind the fence on the larger side yard adjacent to the garage. Specifics can be found in the architectural design review package attached to this application.

Shea Homes Project Description for Adams Lane VTM Application – 03/10/2020

UPDATED 07/14/2021

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The property currently has a General Plan designation of Residential Very Low Density (R-VLD) with an allowable density range of 1.1 to 3.0 units per gross acre, and a zoning designation of R-1-E. The Tentative Map application Thirty-Eight (38) single family residential lots that are typically 80' wide by 100' deep. The application also proposes an additional eight (8) lots at 20,000sqft minimum on the south and east perimeter for a total of forty-six (46) lots on the project. If the City of Brentwood desires that the project satisfy its affordable obligation by building an affordable unit per the City's ordinance, then one of the 80' x 100' lots will be split into two equally sized lots approximately 40' x 100' to support the construction of two duet homes, one of which will be sold to a low income buyer and the other to a market rate buyer. The proposed internal public street network will take access from two locations off Adams Lane which borders the property to the west.

Along the south side of the property is Gracie Lane, a public street which currently serves existing 1-acre residential lots with a General Plan designation of Ranchette Estates (RE). Along the east side of the property is Lone Oak Road, a public street which also currently serves other residential properties to the east with a General Plan designation of Residential Very Low density (R-VLD). The existing residential properties adjacent to the proposed project along this stretch of Lone Oak Road are four ranchette style lots that are larger than 1-acre in total area and are anywhere from 105' to 260' wide where fronting Lone Oak Road and facing the proposed project.

To assure an appropriate density transition between the proposed project and the existing ranchette homes to the south and east, in support of the City's General Plan goal LU-2, the project proposes lots that back to Gracie and Lone Oak to be a minimum of 20,000sqft. This configuration will provide a visual buffer to the impact of the development on the existing residents and protect the integrity of the existing land use patterns. Pursuant to several public outreach efforts with the adjacent property owner's Shea has made several allowances in the development plan to appease neighborhood concerns.

- 1) Although not an ideal situation for the applicant, the proposed land plan respects multiple requests by the neighbors to refrain from loading any houses off either Lone Oak or Gracie Lane.
- 2) Although not required under City General Plan policies, the buffer lots on the south and the east will be plotted with only single-story homes to more closely match the existing properties along Gracie and Lone Oak.
- 3) In an attempt to soften the visual impact to the existing residents at the corner of Lone Oak and Gracie, the water quality basin will be constructed on this corner. This configuration results in half acre open landscape area. The remainder of the property boundary on the south and east will be improved with an approximately 8' wide landscape strip and good neighbor fence separating the rear yards of the eight 20,000sqft lots from Gracie Lane and Lone Oak Rd.

The proposed density is 2.7 units per acre which is within the currently designated General Plan R-VLD density range. The project proposes to establish a new Planned Development zoning designation specific to this property that will be similar to the City's standard R-1-8 subzone.

When a project proposes densities above the midpoint of the density range, the City's general plan suggests that improvements of community wide benefit should be provided. This project offers several enhancements that will provide for benefit to the community beyond just the project boundaries.

- 1) The project proposes to install infrastructure that will significantly improve local storm drainage and reduce local flood conditions (see FEMA map attached to this application). Under existing site conditions drainage from the properties raw undeveloped land and adjacent public streets flows overland through several adjacent properties, through a flood zone and into Marsh Creek. Upon completion of the proposed infrastructure the stormwater will instead be collected and conveyed in a regional storm drain line and outfall into Marsh Creek. The applicant will take on the responsibility of securing the necessary easements and regulatory permits, then construct the regional storm drain line through offsite property to a permitted outfall on Marsh Creek. This improvement will mitigate much of the existing drainage problems and flooding through the adjoining properties as well as correcting the drainage problems created when the County altered the historic drainage pattern and discontinued drainage easement rights that existed from this property to the centerline of Marsh Creek.
- 2) The project will size the new storm drain outfall to accommodate regional drainage within Drainage Area 30C that may serve future development and other improvements to stormwater conveyance outside of the project's boundaries.
- 3) The applicant will negotiate with CalPine Gas Pipelines to secure a quitclaim and removal of the CalPine gas pipeline that runs through the property and adjacent residential neighborhood. In light of the San Bruno gas pipeline disaster removing a gas pipeline that runs through a residential area is a reduction in risk that is a benefit to the local community.
- 4) The applicant will negotiate with the land owner to terminate their irrigation water rights and discontinue the existing ECCID irrigation service which, according to the City will allow Brentwood to use that service line to expand distribution of recycled water within the City. Brentwood is expanding its pipe network to use recycled water from the Wastewater Treatment Plan to irrigate parks, landscape median and other landscape areas which reduces the demand for our Potable Water, and the applicant's efforts in this regard support that goal. This will provide not just a community benefit, but a statewide benefit through the opportunity to expand use of recycled water which reduces the overall demand on dwindling potable water supplies.
- 5) The applicant will install an Emergence Vehicle Access (EVA) between the western terminus of Gracie Lane, and the frontage of Adams Lane. This EVA access point does not serve the developer nor the project in any way, rather it will be exclusively for the increased safety and benefit of existing residents along Gracie Lane and Lone Oak. The EVA road will provide a second point of access to the existing residential properties along Gracie and Lone Oak should an emergency block the primary access point off Grant Street to the north.
- 6) The applicant will work with the City of Brentwood on frontage improvements to Adams Lane that will include widening Adams Lane on the project side and re-striping of Adams Lane at the direction of the City of Brentwood to best accommodate turning and merging movements along this stretch of Adams.
- 7) The applicant will contribute \$161,000 towards the City Parks department's goal of constructing a bicycle/pedestrian bridge over the RR tracks at the EBMUD utility corridor to connect the paths on either side. This additional contribution to parks when added to Brentwood's park fee will equate to a total payment of \$14,572 per home.
- 8) The applicant will contribute \$69,000 to support teachers classrooms, PTA programs, or other needs as may be desired by the staff and parents at Marsh Creek elementary school.

- 9) SB-330 was recently passed at the state legislature in response to the Governor's realization that the shortage of housing supply in the state has reached emergency proportions. Although the proposed project proposes densities beyond the mid-range, the densities are in fact below the maximum and respect all other aspects of the General Plan and the site's existing General Plan designation. The land plan is well thought out, responsive to the needs of the local community and an efficient use of the property. Utilizing land efficiently, within the boundaries of the General Plan to produce the right number of homes for the site conditions is a way for all of us to do our part in relieving pressure on residential housing opportunities in the local community and in the state.

Storm water quality for the site will be accomplished through two bioretention basin(s) constructed at or near the south east corner of the site. Storm drainage is proposed to then be conveyed through a new storm drain pipe and new outfall on Marsh Creek. The drain pipe will be installed in an existing public easement that connects the property to Marsh Creek. The bioretention basin(s) parcels and adjacent landscape areas with storm drain pipe will be dedicated in fee to the City of Brentwood and a Landscape and Lighting Assessment District will be established to provide funding for the maintenance of the basins and surrounding landscape. This same assessment district will provide funding for maintenance of the frontage improvements along Adams Lane, Gracie Lane, and Lone Oak adjacent to the project boundary.

The proposed home designs will have four floor plans, two single story (2,836sf and 3,048sf) and two, two-story (3,518sf and 3,988sf +/-). The homes are consistent with the City of Brentwood Design Guidelines. Elevations are reminiscent of Early California/Spanish, Mediterranean Revival, and Craftsman. All floor plans will have garage space for two or three cars, and one floor plan is fitted with a side entry third car garage to breakup the street scene. Given the wide lots, we will be plotting many of the homes to allow for RV/Trailer off-street parking behind the fence on the larger side yard adjacent to the garage. Specifics can be found in the architectural design review package attached to this application.

The project is subject to a 2% affordable housing obligation pursuant to Brentwood municipal code in effect at the time of the application. The project must provide one (1) low income unit or pay an in-lieu fee. Shea Homes will offer two options to satisfy the affordable obligation.

- 1) Pay the applicable in-lieu fee as defined in Brentwood's code.
- 2) Construct a duet building on one of the standard lots which would require splitting one of the standard 80' x 100' lots into two lots 40' x 100'. One of the two units in the duet building will be sold as a deed restricted low income home, the other will be sold by the developer without deed restriction at market price. An example of that land plan, an alternative Tentative Map, and the proposed duet building is attached to this application.

Shea Homes Project Description for Orchard Grove (previously Adams Lane)

VTM Application – 03/10/2020

UPDATED 07/14/2021

UPDATED 11/3/2021 and DENSITY BONUS REQUEST

RECEIVED

November 5, 2021

CITY OF BRENTWOOD
COMMUNITY DEVELOPMENT DEPT.

Shea Homes is a large private homebuilder that has been developing communities and building homes for more than fifty years. Shea Homes recently completed the Vista Dorado and Lark Hill communities and continues to build in the Trilogy at the Vineyards masterplan community in Brentwood. Shea Homes has developed and built a number of other new home communities in Brentwood over the past several decades. Shea Homes is part of the larger JF Shea Company which has been continually operating since 1881. Our Northern California office is located in Livermore while the corporate office is located in Walnut, California. More information about Shea Homes can be found at this website: <https://www.sheahomes.com/shea-difference>.

Project Description

Shea Homes is proposing to subdivide and develop 16.41 acres that is currently vacant land located along Adams Lane with a street address of 1801 Lone Oak Drive into a 51-unit residential project. The property is currently owned by a family trust, and the Tentative Map Application has been signed by the authorized family member Diane Rubino.

The proposed market rate home designs will consist of four floor plans, two single story (2,836sf and 3,048sf) and two, two-story (3,518sf and 3,988sf +/-). The homes are consistent with the City of Brentwood Design Guidelines and the identical architecture has recently been approved for use on the applicant's Orchard Trails project at Walnut Blvd and Contiente Ave, Tract 9532. Elevations are reminiscent of Early California/Spanish, Mediterranean Revival, and Craftsman. All floor plans will have garage space for two or three cars, and one floor plan is fitted with a side entry third car garage to break up the street scene. The affordable homes are proposed as two floor plans constructed as a duet. The plans are 1,976sqft and 2,073sqft and both are designed as 4-bedroom 3-bathroom two story homes. There is a single elevation proposed for the duets that matches the Craftsman elevation of the market rate homes. Color schemes for the duets will be selected from those color schemes proposed for the Craftsman elevation of the market rate homes. Specifics and renderings of the architecture can be found in the architectural design review package attached to this application.

The proposed new public street internal to the project will be a simple loop road that takes access from two locations off Adams Lane which borders the property to the west. Pursuant to the requirements of the City's engineering department, Adams Lane will be widened along the project frontage. An exhibit is attached as part of the application indicating the intended striping on the widening of Adams Lane to accommodate through traffic and new turning motions into and out of the proposed project.

Abutting the south side of the property is Gracie Lane, a public street which currently serves existing 1-acre residential lots with a General Plan designation of Ranchette Estates (RE). Along the east side of the property is Lone Oak Road, a public street which also currently serves other residential properties to the east with a General Plan designation of Residential Very Low density (R-VLD). The existing residential properties adjacent to the proposed project along this stretch of Lone Oak Road are four ranchette style lots that are larger than 1-acre in total area and are anywhere from 105' to 260' wide where fronting Lone Oak Road and facing the proposed project.

To assure an appropriate density transition between the proposed project and the existing ranchette homes to the south and east, and in support of the City's General Plan LU-2, the project proposes lots that back to Gracie Lane and Lone Oak Road to be a minimum of 20,000sqft. This configuration will provide a visual buffer to the

impact of the development on the existing residents and protect the integrity of the existing land use patterns. Pursuant to several public outreach efforts with the adjacent property owner's Shea has made several allowances in the development plan to appease neighborhood concerns.

- 1) Although not an ideal situation for the applicant, the proposed land plan respects multiple requests by the neighbors and direction from the City of Brentwood public works to refrain from loading any houses or taking any regular access off either Lone Oak or Gracie Lane into the project. The applicant reserves the right to propose EVA roads, or other controlled access points to the project from Lone Oak and Gracie if deemed necessary for emergency services or other life safety accommodations.
- 2) Although not required under City General Plan policies, the buffer lots on the south and the east will be plotted with only single-story homes to more closely match the existing properties along Gracie and Lone Oak.
- 3) To provide a buffer to existing residents at the corner of Lone Oak and Gracie, the water quality basin will be constructed at this location. This configuration results in half acre open landscape area on the property's south east property corner. The remainder of the property boundary on the south and east will be improved with an approximately 8' wide landscape strip and enhanced good neighbor fence separating the rear yards of the eight 20,000sqft lots from Gracie Lane and Lone Oak Rd.
- 4) Two points of access to Adams Lane are proposed to satisfy the concerns of Brentwood public works and emergency services without touching Gracie Lane and Lone Oak. Because of the property's limited frontage along Adams Lane, accommodating the two points of access and maintaining 20,000sqft minimum lot sizes on the perimeter, the development proposes 8 flag lots along the southern and eastern edges. The applicant has vetted this configuration with East Contra Costa Fire Department, and they are satisfied with the layout.
- 5) Although the applicant is not loading houses on Gracie Ln or Lone Oak, it is our understanding that the City still wishes for the applicant to dedicate property for the potential future widening of Lone Oak, and a short stretch of Gracie to the intersection of Lone Oak. To that end the applicant proposes to offer the necessary property as depicted on the Tentative Map as a roadway easement. The project will provide funding for maintenance of the proposed 8' landscape buffer within the existing and future roadway easements shown on the conceptual landscape plans through a future Landscape and Lighting District. The remaining width of the roadway easements beyond that to be landscaped will not be improved nor maintained except for necessary weed abatement and drainage control.

Storm water quality for the site will be achieved with a bioretention basin constructed at or near the south east corner of the site. Storm drainage is proposed to then be conveyed through a new storm drain pipe and new outfall on Marsh Creek. The drain pipe will be installed in an existing public easement containing a sanitary sewer line. That easement will be expanded to accommodate the proposed storm drain and outfall. The bioretention basin parcel and adjacent landscape areas with storm drain pipe will be dedicated in fee to the City of Brentwood and a Landscape and Lighting Assessment District will be established to provide funding for the maintenance of the basins and surrounding landscape. This same assessment district will provide funding for maintenance of the frontage improvements along Adams Lane, and landscape improvements along the existing Gracie Lane and Lone Oak adjacent to the project boundary.

The parking and trash collection strategy for the project is depicted on a parking and waste can exhibit noting that there is plenty of room to accommodate all trash cans on standard lots as well as the flag lots with enough space remaining for guest and resident parking, or certainly enough parking as would be required under the reduced parking ratios allowed under Density Bonus law.

Density Bonus Request

Shea Homes requests that the project be processed as a Density Bonus project pursuant to the City’s Density Bonus program Chapter 17.720 Brentwood Municipal Code and state law.

Existing General Plan and Zoning Designations

The property currently has a General Plan designation of Residential Very Low Density (R-VLD) with an allowable density range of 1.1 to 3.0 units per gross acre, and a zoning designation of R-1-E.

Density Bonus Project

To satisfy the City’s affordable housing ordinance Shea will provide a single Duet unit on a lot that is 40’ wide by 60’ deep to be sold to a Low-Income qualified buyer. To comply with Density Bonus law and the City’s density bonus ordinance the project proposes 5 additional duet units also on 40’ x 60’ lots to be sold to Moderate Income qualified buyers. In total there is proposed to be 51 homes in the project over 16.41 acres which calculates to 3.11 units per acre and is consistent with the currently designated General Plan R-VLD maximum density, plus 5% density bonus as prescribed by law and ordinance.

Address:	1801 Lone Oak Drive
General Plan	Residential Very Low Density (R-VLD)
Zoning	R-1-E
Existing Use	Vacant
Lot Size:	16.41
Max Density:	3 units per acre.
Proposed Affordable Units	5 Moderate Income Level (10%) 1 Lower Income (2%) Total 6 units (12%)
Proposed Density Bonus	2%
Total Units	51 (45 market and 6 affordable)
Proposed Units Per Acre	3.11

At 3 units/acre, the property can develop 49.23 units. Density Bonus law rounds up all fractional units to the next whole number which results in a base project of 50 units. In order to be considered a density bonus project the applicant must provide 10% of the units in the base project as affordable to moderate income qualified buyers (4.92 units rounded up to 5).

The proposed Density Bonus Project would have the opportunity to take advantage of (i) a density bonus of up to 5%, (ii) unlimited waivers, (iii) one concession (e.g., one concession for a 10% moderate income project), and (iv) reduced parking ratios.

Government Code Section 65915(f) – Requested Density Bonus

Although the project is entitled to a 5% bonus and up to 53 units, Shea is requesting a Density Bonus of two percent (2%) to increase the base 50 unit project by one unit to a 51 unit project.

Government Code Section 65915(e)(1)— Requested Waivers of Development Standards

Government Code Section 65915(e)(1) provides, in part, that “in no case may a city . . . apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) [a density bonus project] at the densities or with the concessions or incentives permitted by this

section.” The right to waivers has been broadly interpreted by the courts. (*See Wollmer v. City of Berkeley* (2011) 193 Cal.App.4th 1329, 1346–1347 [“Standards may be waived that physically preclude construction of a housing development meeting the requirements for a density bonus, period. [] The statute does not say that what must be precluded is a project with no amenities, or that amenities may not be the reason a waiver is needed.”])

We are requesting the following waivers of development standards that would otherwise physically preclude construction of the proposed density bonus project:

- a. Minimum lot sizes for the market rate units shall be reduced to 8,000sqft from 10,000sqft+
- b. Minimum lot sizes for the affordable units shall be reduced to 3,750 square feet
- c. Minimum lot dimensions for the market rate units shall be 80 feet wide as measured at the rear lot line, and 100 feet deep
- d. Minimum lot dimensions for duet units shall be 40’ wide as measured at the rear lot line, by 75’ deep.
- e. Minimum front yard setbacks shall be 20’ to garage and 15’ to living space
- f. Minimum side yard setback shall be 7’ with a 20’ aggregate on the market rate units
- g. Minimum side yard setbacks shall be 10’ minimum on one side and zero on the lot line defining the common wall between duets.
- h. Minimum rear yard setback shall be 15’.

Government Code Section 65915(d)— Requested Concessions

A concession or incentive is a “reduction in site development standards or a modification of zoning code requirements or architectural design requirements . . . or other regulatory incentives or concessions proposed by the developer . . . that result in identifiable and actual cost reductions to provide for affordable housing costs.” (§ 65915(k).) A city “shall grant the concession or incentive requested by the applicant unless the city . . . makes a written finding, based upon substantial evidence, of any of the following:

(A) The concession or incentive does not result in identifiable and actual cost reductions, [], to provide for affordable housing costs

(B) The concession or incentive would have a specific, adverse impact . . . upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources

(C) The concession or incentive would be contrary to state or federal law.” (§ 65915(k).)

Since 2017, the Density Bonus Law no longer requires a showing that a requested concession is required to make a project economically feasible. (Stats. 2016, ch. 758, § 1.)

We are requesting the following concession:

- a. Waiver of the public benefit requirement for projects exceeding the mid-range density.

The city will waive the requirement for public benefit as called for when a project exceeds the midrange density. A public benefit is an undefined concession from the developer that typically requires a negotiation where the developer must provide a public amenity somewhat reflecting the added economic benefit to the developer of a project that builds to the higher end of the density range. Because the intent of density bonus legislation is to provide for incentives to the developer to forego economic benefit in exchange for more units and more affordability, Shea requests that the additional five affordable units beyond what would otherwise be required by the City’s BMR program be considered the public benefit required to exceed mid-range density. In the alternative,

the waiver of the cost of any additional public benefit beyond the additional affordable housing units would be an identifiable and actual cost reduction that would provide for the project's affordable housing costs.

Government Code Section 65915(p)— Reduced Parking Ratios

The Density Bonus Law also generally permits the following parking ratios (including guest and handicap parking) in lieu of otherwise applicable standards: (i) zero to one bedroom: one onsite parking space; (ii) two to three bedrooms: two onsite parking spaces; (iii) four and more bedrooms: two and one-half parking spaces. (Gov. Code § 65915(p)(1).) Taking advantage of these reduced ratios would not count as a project's concession.

The applicant is requesting the reduction of any parking standards, requirements, or city policies that may prohibit the development of the flag lots on lots 44 through 51. A trash collection exhibit is provided here as part of the TM submittal package to show that the street frontages can accommodate a normal trash pickup program for the areas that serve lots 44 through 51.

Shea Homes Project Description for Orchard Grove (previously Adams Lane)

VTM Application – 03/10/2020

UPDATED 07/14/2021

UPDATED 11/3/2021 and DENSITY BONUS REQUEST

UPDATED 12/20/2021

RECEIVED

December 20, 2021

CITY OF BRENTWOOD
COMMUNITY DEVELOPMENT DEPT.

Shea Homes is a large private homebuilder that has been developing communities and building homes for more than fifty years. Shea Homes recently completed the Vista Dorado and Lark Hill communities and continues to build in the Trilogy at the Vineyards masterplan community in Brentwood. Shea Homes has developed and built a number of other new home communities in Brentwood over the past several decades. Shea Homes is part of the larger JF Shea Company which has been continually operating since 1881. Our Northern California office is located in Livermore while the corporate office is located in Walnut, California. More information about Shea Homes can be found at this website: <https://www.sheahomes.com/shea-difference>.

Project Description

Shea Homes is proposing to subdivide and develop 16.82 acres that is currently vacant land located along Adams Lane with a street address of 1801 Lone Oak Drive into a 51-unit residential project. The property is currently owned by a family trust, and the Tentative Map Application has been signed by the authorized family member Diane Rubino.

The proposed market rate home designs will consist of four floor plans, two single story (2,836sf and 3,048sf) and two, two-story (3,518sf and 3,988sf +/-). The homes are consistent with the City of Brentwood Design Guidelines and the identical architecture has recently been approved for use on the applicant's Orchard Trails project at Walnut Blvd and Continente Ave, Tract 9532. Elevations are reminiscent of Early California/Spanish, Mediterranean Revival, and Craftsman. All floor plans will have garage space for two or three cars, and one floor plan is fitted with a side entry third car garage to break up the street scene. The affordable homes are proposed as two floor plans constructed as a duet. The plans are 1,976sqft and 2,073sqft and both are designed as 4-bedroom 3-bathroom two story homes. There is a single elevation proposed for the duets that matches the Craftsman elevation of the market rate homes. Color schemes for the duets will be selected from those color schemes proposed for the Craftsman elevation of the market rate homes. Specifics and renderings of the architecture can be found in the architectural design review package attached to this application.

The proposed new public street internal to the project will be a simple loop road that takes access from two locations off Adams Lane which borders the property to the west. Pursuant to the requirements of the City's engineering department, Adams Lane will be widened along the project frontage. An exhibit is attached as part of the application indicating the intended striping on the widening of Adams Lane to accommodate through traffic and new turning motions into and out of the proposed project.

Abutting the south side of the property is Gracie Lane, a public street which currently serves existing 1-acre residential lots with a General Plan designation of Ranchette Estates (RE). Along the east side of the property is Lone Oak Road, a public street which also currently serves other residential properties to the east with a General Plan designation of Residential Very Low density (R-VLD). The existing residential properties adjacent to the proposed project along this stretch of Lone Oak Road are four ranchette style lots that are larger than 1-acre in total area and are anywhere from 105' to 260' wide where fronting Lone Oak Road and facing the proposed project.

To the north of the property is a 10 acre farming plot with existing agricultural uses and a General Plan land use of R-VLD, identical to the property that is the subject of this application. The very southeast corner of this existing agricultural use is a family home that sits on an un-subdivided portion of the 10 acre property.

To the west is Adams Lane, the main collector road for the area and then the playfields for Marsh Creek elementary school.

To assure an appropriate density transition between the proposed project and the existing ranchette homes to the south and east, to the ranch house to the north, and in support of the City's General Plan goal LU-2, the project proposes lots that back to Gracie Lane and Lone Oak Road to be a minimum of 20,000sqft. This configuration will provide a visual buffer to the impact of the development on the existing residents and protect the integrity of the existing land use patterns. The existing ranch home to the north is also buffered by the northernmost 20,000sqft lot that backs to Lone Oak Road. Pursuant to several public outreach efforts with the adjacent property owner's the applicant has made several changes in the development plan in response to neighborhood feedback.

- 1) Although not an ideal situation for the applicant, the proposed land plan respects multiple requests by the neighbors and direction from the City of Brentwood public works to refrain from loading any houses or taking any regular access off either Lone Oak or Gracie Lane into the project. The applicant reserves the right to propose EVA roads, or other controlled access points to the project from Lone Oak and Gracie if deemed necessary for emergency services or other life safety accommodations.
- 2) Although not required under City General Plan policies, the buffer lots on the south and the east will be plotted with only single-story homes to more closely match the existing properties along Gracie and Lone Oak.
- 3) To provide a buffer to existing residents at the corner of Lone Oak and Gracie, the water quality basin will be constructed at this location. This configuration results in an open landscape area of almost a full acre on the property's south east property corner. The remainder of the property boundary on the south and east will be improved with an enhanced good neighbor fence separating the rear yards of the eight 20,000sqft lots from Gracie Lane and Lone Oak Rd.
- 4) Two points of access to Adams Lane are proposed to satisfy the comments of Brentwood public works and emergency services without touching Gracie Lane and Lone Oak. Because of the property's limited frontage along Adams Lane, accommodating the two points of access and maintaining 20,000sqft minimum lot sizes on the perimeter, the development proposes 8 flag lots along the southern and eastern edges. The applicant has vetted this configuration with East Contra Costa Fire Department, and they are satisfied with the layout.
- 5) Although the applicant is not loading houses on Gracie Ln or Lone Oak, it is our understanding that the City still wishes for the applicant to dedicate property for the potential future widening of Lone Oak, and a short stretch of Gracie to the intersection of Lone Oak. To that end the applicant proposes to offer the necessary property as depicted on the Tentative Map as an irrevocable offer of dedication for public road purposes. The project will provide funding for maintenance of the detention basin property and surrounding landscaping. The roadway dedication beyond that to be landscaped as part of the detention basin or fenced will not be improved.

Storm water quality for the site will be achieved with a bioretention basin constructed at or near the south east corner of the site. Storm drainage is proposed to then be conveyed through a new storm drain pipe and new outfall on Marsh Creek. The drain pipe will be installed in an existing public easement containing a sanitary sewer line. That easement will be expanded to accommodate the proposed storm drain and outfall. The bioretention basin parcel and adjacent landscape areas with storm drain pipe will be dedicated in fee to the City of Brentwood and a Landscape and Lighting Assessment District will be established to provide funding for the maintenance of the basins and surrounding landscape. This same assessment district will provide funding for maintenance of the frontage improvements along Adams Lane.

The parking and trash collection strategy for the project is depicted on a parking and waste can exhibit noting that there is plenty of room to accommodate all trash cans on standard lots as well as the flag lots with enough space remaining for guest and resident parking.

Density Bonus Request

The applicant requests that the project be processed as a Density Bonus project pursuant to the City’s Density Bonus program Chapter 17.720 Brentwood Municipal Code and state law.

Existing General Plan and Zoning Designations

The property currently has a General Plan designation of Residential Very Low Density (R-VLD) with an allowable density range of 1.1 to 3.0 units per gross acre, and a zoning designation of R-1-E.

Density Bonus Project

To satisfy the City’s affordable housing ordinance the applicant will provide a single Duet unit on a lot that is 40’ wide by 60’ deep to be sold to a Low-Income qualified buyer. To comply with Density Bonus law and the City’s density bonus ordinance the project proposes 5 additional duet units also on 40’ x 60’ lots to be sold to Moderate Income qualified buyers. In total there is proposed to be 51 homes in the project over 16.82 acres which calculates to 3.03 units per acre.

Address:	1801 Lone Oak Drive
General Plan	Residential Very Low Density (R-VLD)
Zoning	R-1-E
Existing Use	Vacant
Lot Size:	16.82
Max Density:	3 units per acre.
Proposed Affordable Units	5 Moderate Income Level (10%) 1 Lower Income (2%) Total 6 units (12%)
Proposed Density Bonus	5% allowed, 2% proposed
Total Units	51 (45 market and 6 affordable)
Proposed Units Per Acre	3.03

At 3 units an acre, the project could include up to a 50-unit base project plus a 5% density bonus. The applicant proposes a 50-unit base project with a 2% bonus for a 51 unit density bonus project. In order to be considered a density bonus project the applicant must provide 10% of the units in the base project as affordable to moderate income qualified buyers

The proposed Density Bonus Project would have the opportunity to take advantage of (i) a density bonus of up to 5%, (ii) unlimited waivers, (iii) one concession, and (iv) reduced parking ratios.

Government Code Section 65915(f) – Requested Density Bonus

The project is allowed up to a 5% bonus over and above the 50-unit base project but is only requesting a 2% bonus for a total of 51 units.

Government Code Section 65915(e)(1)— Requested Waivers of Development Standards

Government Code Section 65915(e)(1) provides, in part, that “in no case may a city . . . apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of

subdivision (b) [a density bonus project] at the densities or with the concessions or incentives permitted by this section.” The right to waivers has been broadly interpreted by the courts. (*See Wollmer v. City of Berkeley* (2011) 193 Cal.App.4th 1329, 1346–1347 [“Standards may be waived that physically preclude construction of a housing development meeting the requirements for a density bonus, period. [] The statute does not say that what must be precluded is a project with no amenities, or that amenities may not be the reason a waiver is needed.”].)

Generally, the proposed home designs are consistent with the surrounding neighborhoods in total square footage, bedroom/bathroom count, and floor plan layout. Changing product type from what the applicant proposes could incrementally increase certain setbacks but would still require a waiver from minimum lot size requirements in order to accommodate a 51-unit project. In order to accommodate the applicant’s proposed product type and architectural designs, the required waivers are:

- a. Minimum lot sizes for the market rate units shall be reduced to 8,000sqft from 10,000sqft+
 - i. Larger lot sizes would not allow for the project to build to the density permitted under the Density Bonus Law. The applicant ran a sample land plan scenario respecting the constraints of 10,000 sqft minimum lot sizes on the project as a whole, the 20,000 sqft minimum on the lots adjacent to existing large lot residential, and the various other land use controls. The maximum number of units possible on this site under those conditions would be 36, including the one affordable unit required by local ordinance. The reduction to 8,000 sqft minimum lot sizes on the market rate units is necessary to allow for development of the 51-unit proposed density bonus project, while also allowing for density transition lots on the south and east, and a housing product consistent with the surrounding neighborhoods and economically feasible in the marketplace.
- b. Minimum lot sizes for the affordable units shall be reduced to 3,750 square feet from 10,000 sqft+
 - i. The duet housing product proposed for the affordable units provides for a 4 bedroom two story home with a two car garage. This home design is comparable in bedroom & bathroom count, garage configuration, and floor plan layout with the market rate homes, although of smaller total square footage as is allowed under Brentwood affordable housing code. A lot size requirement any larger than what is proposed would impact the setbacks of the remaining homes on the block. Without this waiver, the proposed density project would be physically precluded even with the requested waivers for the market rate units.
- c. Minimum lot dimensions for the market rate units shall be reduced from 100 feet wide_ to 80 feet wide as measured at the rear lot line.
 - i. Increased lot widths would not allow for the project to build to the density permitted under the Density Bonus Law. The applicant ran a sample land plan scenario respecting the constraints of a 10,000 sqft minimum lot size (essentially the same as applying a 100 foot minimum lot width) on the project as a whole, a 20,000sqft minimum lot size on the lots adjacent to existing large lot residential, and the various other land use controls. The maximum number of units possible on this site under those conditions would be 36, including the one affordable unit required by local ordinance. The reduction in the minimum lot dimensions on the market rate units is necessary to allow for development of the 51-unit proposed density bonus project, while also allowing for density transition lots on the south and east, and a housing product consistent with the surrounding neighborhoods and economically feasible in the marketplace.
- d. Minimum lot width for duet units shall be reduced from 100 feet wide to 40’ wide as measured at the rear lot line.
 - i. The duet housing product proposed for the affordable units provides for a 4 bedroom two story home with a two car garage. This home design is comparable in bedroom & bathroom count, garage configuration, and floor plan layout with the market rate homes,

although of smaller total square footage as is allowed under Brentwood affordable housing code. The lot dimensions proposed are appropriate to the proposed architecture and provide for comfortable and livable setbacks. Lot dimensions any larger than what is proposed would not materially improve the duet homes and would significantly impact the lot sizes and setbacks of the remaining lots and homes in the subdivision. Without this waiver, the proposed density project would be physically precluded from building the 51-units allowed even with the other requested waivers for setbacks and lot sizes.

- e. Minimum front yard setbacks shall include an allowance to decrease the front setback to 15' to living space, yet maintain the existing 20' to the garage.
 - i. Existing zoning already calls for minimum 20' setback to garage. The requested waiver is to allow for a 15' front setback to any living space that may project forward of the garage. This is necessary to support the proposed architecture as described above while preserving reasonable rear yard setbacks. Without this waiver, lot depths would have to increase resulting in the reduction of the total number of units proposed for the project, and physically precluding the proposed 51-unit density bonus project.
- f. Minimum side yard setback shall be reduced from 10' minimum to 7' minimum and reduced from 25' in aggregate to 20' in aggregate
 - i. Existing zoning calls for minimum 10' setback and 25' aggregate side yard setback. We are requesting a reduction of 3' on the minimum, and 5' in the aggregate. This is necessary to support the proposed architecture as described above and accommodating lot widths necessary to achieve the densities allowed under density bonus. Without this waiver, lot widths would have to increase resulting in the reduction of the total number of units proposed for the project, and physically precluding the proposed 51-unit density bonus project.
- g. Side yard setbacks shall include a provision for a zero setback on the lot line defining the common wall between duets.
 - i. Because the duet units are proposed to be fee simple ownership, individual legal lots must be mapped. A zero setback is required on the lot line that splits the building. Without this waiver the development would be physically precluded from constructing the proposed duet homes.
- h. Minimum rear yard setback shall be reduced from 30' to 15'.
 - i. A 15' minimum rear yard setback is necessary to support the proposed architecture as described above while preserving the minimum front yard setbacks also described above. Without this waiver, lot depths would have to increase resulting in the reduction of the total number of units proposed for the project, and physically precluding the proposed 51-unit density bonus project.
- i. The applicant has proposed that the City's General Plan density transition policy LU-2a does not apply to the lots on the northern edge of the proposed development. Please reference our response to the City's December 8th review letter for more detail. If the City staff does not agree with the applicant's interpretation of this policy, then a waiver of this policy is requested.
 - i. The proposed development respects the General Plan transition policy LU-2a requiring 20,000 sqft minimum lot sizes on the southern and eastern borders of the property because they do in fact abut existing large lot residential uses. If this policy is applied to the northern block of lots abutting existing agricultural land, then the increase in lot sizes would eliminate multiple lots from the land plan physically precluding the proposed 51-unit density bonus project.

Government Code Section 65915(d)— Requested Concessions

A concession or incentive is a “reduction in site development standards or a modification of zoning code requirements or architectural design requirements . . . or other regulatory incentives or concessions proposed by the developer . . . that result in identifiable and actual cost reductions to provide for affordable housing costs.” (§ 65915(k).) A city “shall grant the concession or incentive requested by the applicant unless the city . . . makes a written finding, based upon substantial evidence, of any of the following:

(A) The concession or incentive does not result in identifiable and actual cost reductions, [], to provide for affordable housing costs

(B) The concession or incentive would have a specific, adverse impact . . . upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources

(C) The concession or incentive would be contrary to state or federal law.” (§ 65915(k).)

Since 2017, the Density Bonus Law no longer requires a showing that a requested concession is required to make a project economically feasible. (Stats. 2016, ch. 758, § 1.)

We are requesting the following concession:

The City has a General Plan policy requiring that developments exceeding the mid-point of the General Plan density range, must provide a public benefit. A public benefit is an undefined concession from the developer that typically requires a negotiation where the developer must provide a public amenity somewhat reflecting the added economic benefit to the developer of a project that builds to the higher end of the density range. Because the intent of density bonus legislation is to provide for incentives to the developer to forego economic benefit in exchange for more units and more affordability, the additional five affordable units beyond what would otherwise be required by the City’s BMR program is the public benefit the applicant is offering to exceed mid-range density. If the City determines that the 5 additional affordable units is not a sufficient benefit, then the applicant requests that this policy be waived as a concession. The waiving of the cost of any additional public benefit beyond the additional affordable housing units would be an identifiable and actual cost reduction that would provide for the project’s affordable housing costs.

Government Code Section 65915(p)— Reduced Parking Ratios

No reduced parking ratios are requested.

ADAMS LANE, TRACT 9535 PRELIMINARY APPLICATION MATRIX per SB-330

REQUIREMENT	Notes/Description	Reference
(1) The specific location, including parcel numbers, a legal description, and site address, if applicable.	The location is 1801 Lone Oak Road, Brentwood, CA	Title Report (4), Proposed Tentative Map (5)
(2) The existing uses on the project site and identification of major physical alterations to the property on which the project is to be located.	Existing uses are farming. There are no structures existing on the site. Proposed alterations include standard residential subdivision improvements (streets, utilities, etc.)	ALTA survey (17), Tentative Map (5)
(3) A site plan showing the location on the property, elevations showing design, color, and material, and the massing, height, and approximate square footage, of each building that is to be occupied.	This information is provided with the application's proposed architecture, tentative map, and development plan	Proposed Tentative Map (5), Proposed Architecture (14), Proposed development plan (13)
(4) The proposed land uses by number of units and square feet of residential and nonresidential development using the categories in the applicable zoning ordinance.	The proposed land use is a 48 lot residential subdivision generally in compliance with Brentwood's R-1-8 zoning specified through a PD.	Proposed Tentative Map (5), Proposed PD language (12), Proposed Architecture (14)
(5) The proposed number of parking spaces.	336 spaces including 3 garage spaces per lot, 2 off-street driveway spaces per lot, and approximately 2 on-street spaces per lot	Proposed Development Plan (13), Proposed Architecture (14)
(6) Any proposed point sources of air or water pollutants.	None. All stormwater will be treated onsite, no air pollution other than what can be considered to be generated from 48 new highly energy efficient homes.	
(7) Any species of special concern known to occur on the property.	No special status species observed on the site	Moore Biological Consultants report (9)
(8) Whether a portion of the property is located within any of the following:		
(A) A very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178.	None	VHFHZ Map (16)
(B) Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).	None	Moore Biological Consultants report (9)
(C) A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code.	None	ENGEO Phase 1 (6) and Phase II (7) Environmental Site Assessments

ADAMS LANE, TRACT 9535 PRELIMINARY APPLICATION MATRIX per SB-330

REQUIREMENT	Notes/Description	Reference
(D) A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency.	None	FEMA Firmette, panel 06013C0354G (16)
(E) A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2.	None	ENGEO Geotechnical Study (8)
(F) A stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code.	None	Moore Biological Consultants report (9)
(9) Any historic or cultural resources known to exist on the property.	None	Basin Research Archeological Assessment Report (11)
(10) The number of proposed below market rate units and their affordability levels.	None	Per Brentwood existing ordinance at time of application
(11) The number of bonus units and any incentives, concessions, waivers, or parking reductions requested pursuant to Section 65915.	None	
(12) Whether any approvals under the Subdivision Map Act, including, but not limited to, a parcel map, a tentative map, or a condominium map, are being requested.	Vesting Tentative Map, Planned Development (PD Zoning), Design Review	
(13) The applicant's contact information and, if the applicant does not own the property, consent from the property owner to submit the application.		Brentwood Universal Application (2)
(14) For a housing development project proposed to be located within the coastal zone, whether any portion of the property contains any of the following:	N/A	
(A) Wetlands, as defined in subdivision (b) of Section 13577 of Title 14 of the California Code of Regulations.	N/A	

ADAMS LANE, TRACT 9535 PRELIMINARY APPLICATION MATRIX per SB-330

REQUIREMENT	Notes/Description	Reference
(B) Environmentally sensitive habitat areas, as defined in Section 30240 of the Public Resources Code.	N/A	
(C) A tsunami run-up zone.	N/A	
(D) Use of the site for public access to or along the coast.	N/A	
(15) The number of existing residential units on the project site that will be demolished and whether each existing unit is occupied or unoccupied.	None	ALTA survey (17)
(16) A site map showing a stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code and an aerial site photograph showing existing site conditions of environmental site features that would be subject to regulations by a public agency, including creeks and wetlands.	There are no resources onsite that would require permitting. The project proposes to outfall stormwater to Marsh Creek, which may require some regulatory permitting associated with a storm drain outfall	Moore Biological Consultants report (9), Aerial Site Map (16)
(17) The location of any recorded public easement, such as easements for storm drains, water lines, and other public rights of way.	As presented on title report	Title Report (4), Proposed Tentative Map (5), ALTA survey (17)

From: [Morris, Alexis](#)
To: [=yCouncil Members](#)
Cc: [=yDepartment Directors](#)
Subject: Agenda Item No. C.2
Date: Monday, June 27, 2022 5:07:10 PM

Honorable Mayor and City Council Members,
Good afternoon. Council Member Mendoza asked the following question regarding agenda item No. C.2:

What are these firms doing and why do we have 2?

CSG Consultants, Inc. Building and Plan Review Services Community Development \$ 235,000 Bid Tab/Agreement/Multi-Award

Independent Code Consultants, Inc. Building and Plan Review Services Community Development \$ 130,000 Bid Tab/Agreement/Multi-Award

In response we provided the following information:

Our consultants perform plan reviews on commercial and residential projects and provide building inspection services upon our request. Additional building inspection staff were hired in 2019 and 2021 (a total of 3 inspectors on staff); therefore, utilization of consultants for inspection services has decreased and the building inspection services are primarily used to backfill when staff has time-off or is otherwise unavailable. The City has been utilizing consultants for plan review and inspection services for 20 plus years.

Although agenda item No. 2 is in regards to two of our contracts, we currently have 3 companies under contract. The reason for that is for flexibility in meeting our plan review and staffing needs – in the event a particular firm does not have the staff we need available at a certain time, we have more options to pursue. The budgeted amount for Contractual Services in 21/22 was \$340,034.00. As of June 1st, \$210,386.92 has been invoiced. We project the final total will be approximately \$240,000.00.

Construction projects have continued to shift from residential tract housing to commercial centers and residential multi-family being the majority of the work. The flexibility that we gain from using consultants allows us to quickly respond to shifts in workload and market conditions and be responsive to our customers in a timely manner.

Thank you.



Alexis Morris, Director of Community Development
Community Development
150 City Park Way
Brentwood, CA 94513-1164
Phone: 925.516.5195
Fax: 925.516.5407
amorris@brentwoodca.gov

[Title: Like us on facebook](#)

From: [Ogden, Tim](#)
To: [Wimberly, Margaret](#)
Subject: FW: Council Pay Increase Information
Date: Monday, June 27, 2022 11:54:50 AM
Attachments: [Council Pay Ordinances.pdf](#)

FYI

Thanks,
Tim

From: Beshears, Sukari <sbeshears@brentwoodca.gov>
Sent: Monday, June 27, 2022 10:26 AM
To: Bryant, Joel <jbryant@brentwoodca.gov>; Rodriguez, Johnny <jrodriguez@brentwoodca.gov>;
Mendoza, Jovita <jmendoza@brentwoodca.gov>; Meyer, Susannah <smeyer@brentwoodca.gov>;
Rarey, Karen <krarey@brentwoodca.gov>
Cc: Ogden, Tim <togden@brentwoodca.gov>
Subject: Council Pay Increase Information

Good Morning,

I received an inquiry from Council Member Rarey on Council's last pay increase and what was the previous salary. The last pay increase Council received was 2014. Prior to 2014, the salary was \$569.25. In 2015, the mayor received an additional \$500 a month which expired when the mayor's term of office ended.

I have attached ordinances dating back to 2001 for reference.

Thank you

Sukari Beshears | She/Her/Hers | [why pronouns?](#)
Director of Human Resources/Risk Manager
Human Resources
150 City Park Way
Brentwood, CA 94513
Phone: 925.516.5131
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sbeshears@brentwoodca.gov



From: [Ewen, Joshua](#)
To: [=yCouncil Members](#)
Subject: Over \$50k's for July 28, 2022 CC Meeting Agenda Item C.2 - Community Relations Services
Date: Monday, June 27, 2022 10:00:31 AM
Attachments: [PSA Weblative Community Relations 22-23.pdf](#)

Hello Honorable Mayor and City Councilmembers,

At the request of Councilmember Mendoza, attached you will find the proposed Professional Services Agreement with Dualhare, Inc. DBA Weblative Marketing & Media for FY 2022/23 as included in your agenda packet as Item No C-2 - FY 2022/23 Over \$50k's Agreements.

The scope of services for Community Relations Services is Exhibit A to the Agreement.

Best Regards,

Joshua R. Ewen, Senior Analyst

City Manager's Office - Economic Development Division
150 City Park Way
Brentwood, CA 94513-1164
Cell Phone: 925.418.2418
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Joshua Ewen, Senior Analyst
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**AGREEMENT FOR COMMUNITY RELATIONS SERVICES
[Dualhare, Inc., DBA Weblative Marketing & Media]**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2022 by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Dualhare, Inc., DBA Weblative Marketing & Media, a California Corporation ("Consultant") (each a "Party" and collectively, the "Parties").

RECITALS

A. City requires the professional services of a consultant specifically trained and experienced in community relations services, which are professional services outside of services offered by City.

B. Consultant has the professional skills and experience necessary to perform the services described in this Agreement.

C. Consultant customarily engages in these services as part of its independently established trade, occupation, and/or business, separately from its work for City.

D. City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services

E. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work.

1.1 City retains Consultant, as an independent contractor, to perform, and Consultant agrees to render, those services (the "Services") that are described in the attached Exhibit "A," which is incorporated by this reference, pursuant to this Agreement's terms and conditions.

1.2 Consultant will control the manner and the means of the work to be performed, and be responsible for the professional quality, technical accuracy and coordination of the Services. Consultant will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.3. Consultant will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

1.4 If applicable, Consultant has designated those persons listed in Exhibit "A" to provide the Services to the City. Consultant will not change or reassign those persons described in Exhibit "A" without prior written notice to City, and will not replace those individuals with individuals to whom City has a reasonable objection.

2. Standard of Performance. Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the Services. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Northern California area. The acceptance of the Services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the Services. Consultant will control the manner and means of the services to be performed by its employees and subconsultants. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the Services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3. Term. Unless earlier terminated, the term of this Agreement will be effective for a period of one fiscal year from July 1, 2022 through June 30, 2023.

4. Schedule. Consultant will generally adhere to the schedule set forth in Exhibit "A" provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

5. Compensation.

5.1 The total fee payable for the Services to be performed during the term of this Agreement will be a not to exceed amount of one hundred thousand dollars and zero cents (\$100,000.00) as may be further specified in the attached Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

5.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

5.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

6. Status of Consultant. Consultant will perform the Services as an independent contractor, free from the control and direction of City, in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever and City will not pay any tax, workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors.

At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

7. Subcontracting. Consultant's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit "A", Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. Other Consultants. The City reserves the right to employ other consultants in connection with the Services.

9. Indemnification. Consultant will hold harmless, defend and indemnify City, its officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Consultant, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

10. Insurance. Consultant will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

10.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

10.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim.

10.2 Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Consultant will furnish, to the satisfaction of the City, certificates of insurance and endorsements.

10.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

10.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

10.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

10.7 Reduction in Coverage/Material Changes. Consultant will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

10.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

11. Business License. Consultant will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

12. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. Ownership of Documents.

13.1 All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

13.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

14. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

15. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

16. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No.: 925.516.5440
Attn: Darin Gale, Asst. City Manager

For Consultant:

Dualhare, Inc. DBA Weblative Marketing & Media
2420 Sand Creek Road, C-1 #253
Brentwood, CA 94513
Phone No.: 650.267.0267
Attn: Nancy Mai, Secretary

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

17. Conflicts of Interest.

17.1 City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

17.2 Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest. Consultant will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

19. Pandemic Health Laws. Consultant's duty to comply with Laws includes compliance by Consultant with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

20. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

22. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

25. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

26. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior written consent of City, which will not be unreasonably withheld.

27. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

28. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

29. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

30. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

31. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

32. Signatures.

32.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

32.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

CONSULTANT:

CITY:

By: _____
Emilio Cagadoc, President

By: _____
Tim Y. Ogden, City Manager

By: _____
Nancy Mai, Secretary

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will perform the following tasks, at the prices indicated below:

Communication Goals

1. Work collaboratively with City staff to discuss upcoming events, information, initiatives, or public announcements to coordinate and administer a consistent message on the City's communication platforms. Strategize the most effective ways to design and distribute information. This may be in the form of a video, website content, articles, engaging creatives, earned media coverage, newsletter, survey, print, television, or broadcast.
2. Strengthen the community by celebrating the positive contributions of active community organizations or individuals of Brentwood that have positively contributed to the community. Such content will build engagement, promote communication with the City's audience and increase followers.
3. Promote events or meetings organized by the City, local non-profit organizations, and local businesses. These efforts elevate businesses and non-profit organizations while keeping residents engaged and informed about local happenings.
4. Integrating video into the City's current communication channels can be effective in educating residents and business owners about City operations, programs, and initiatives. An informed resident will feel empowered and will most likely participate in the community decision-making process.
5. Improve residents' perception of City staff and departments by highlighting achievements and initiatives. Telling the stories of the hard work and contribution of each department will build community trust, and improve employee morale while fostering positive conversations between City and residents.
6. Implement real-time reputation monitoring of the City to gain insight on public feedback about issues, initiatives, and trending topics. The additional knowledge will aid the pursuit of creating and maintaining a positive and elevated reputation for the City.
7. Build and maintain media relations. Support press releases with relevant media content such as photos or videos.
8. Assist City staff with maintaining and updating the City's Website.
9. Manage ad buy when necessary to optimize outreach efforts.

Hourly Rate: \$100—printing fees to be reimbursed at cost

Availability: 15 - 40 hours a week

EXHIBIT "A"

Video Pricing Model:

Video has proven to be the most effective communication tool. Utilizing videos in the City's communication will enhance the effectiveness of the City's messaging and significantly improve community engagement. The pricing below is discounted with an ongoing contract.

Video Pricing Model	
Cost	Deliverables
\$1200-\$1500	1 Minute Produced Video <ul style="list-style-type: none">- Delivery of 1090i, video filmed in 4k- Licensed music included for digital platforms (Television Broadcast license can be added for an additional fee)- Up to 2 locations- May include animation and sound effects- Multiple camera angles- May include time-lapse
\$1500 - \$1800	1 - 2 minute Produced Video <ul style="list-style-type: none">- Delivery of 1090i, video filmed in 4k- Licensed music included for digital platforms (Television Broadcast license can be added for an additional fee)- Up to 2 locations- May include animation and sound effects- Multiple camera angles- May include time-lapse
\$2000 and up	Longer than 2 minutes *pricing will be provided once project goals and objectives are finalized
\$2500 and up	3D Renderings or Fully Animated Videos *pricing will be provided once project goals and objectives are finalized

From: [Andrews, Christine](#)
To: [=yCouncil Members](#)
Cc: [=yDepartment Directors](#); [Morey, Michelle](#)
Subject: Question on Agenda Item C.2. - Brentwood Press
Date: Tuesday, June 28, 2022 9:58:51 AM
Attachments: [image001.png](#)

Good Morning,

Councilmember Meyer has asked how much the City has spent on advertising with the Brentwood Press over the last three years for context for the \$59,000 being requested in Agenda Item C.2. - purchases with vendors with anticipated spending over \$50,000 for FY 2022/23.

The table below includes the actual amounts expended with the Brentwood Press for the prior three fiscal years and current fiscal year-to-date for public noticing, advertising and postings:

BRENTWOOD PRESS EXPENDITURES	
YTD AS OF 6/27/22	23,122
FY 2020/21	19,996
FY 2019/20	31,225
FY 2018/19	33,288

The amount being requested in the current year is the accumulation of amounts submitted by each department in the City for the *maximum* amount that each department anticipates to be spent in upcoming fiscal year (no department has requested more than \$15,000). During the year, the departments will expend amounts only for the actions that require public noticing or promoting planned events and economic development through advertising. As actions and activities vary (including reduced activities from impacts of the Pandemic) the requested amounts have not been fully expended. For comparison, the amount requested last year on the over 50's request was \$58,000.

Please let me know if you have any additional questions.

-Christine



Christine Andrews, Assistant Director of Finance & Information Systems

Finance & Information Systems

150 City Park Way

Brentwood, CA 94513-1164

Phone: 925.516.5130

Fax: 925.516.5401

candrews@brentwoodca.gov

Title: Like us on facebook



From: [Hansen, Thomas](#)
To: [=yCouncil Members](#); [=yDepartment Directors](#)
Subject: RE: CITY COUNCIL AGENDA ITEM NO. 2 Body Worn Cameras, Tasers, and Related Services Police \$ 250,000
Date: Monday, June 27, 2022 11:02:30 AM

Good morning Mayor and Council members,

Council member Mendoza inquired about this agenda item due to the large amount of money being spent and answering to the public in the event they have questions. Below is my response:

In 2019, the Police department transitioned from VIEVU body worn cameras to AXON. AXON provides a comprehensive package that includes body worn cameras, in car cameras, interview room cameras, unmanned aerial vehicle uplinks, and evidence.com (digital evidence storage). All of these different platforms integrate through evidence.com which is the leading technology in this area. The City has entered into a 5 year contract with Axon, which expires June 15, 2025. Our agreement with AXON covers all the equipment listed above, which includes upgrades, maintenance and replacement. The 250k is the per year cost for our current 5 year contract. Captain Herbert, who oversees this account will be on the Council meeting tomorrow night if there is further questions or clarification needed.

Take care and be safe!

Tom

Sent from my iPhone

From: [Tsubota, Miki](#)
To: [=yCouncil Members](#)
Cc: [=yDepartment Directors](#)
Subject: Re: Response to Questions on Agenda Item C.2
Date: Monday, June 27, 2022 10:50:15 AM
Attachments: [2008 Traffic Signal Maint with CCC General Services.pdf](#)
[Amendment No. 6-Traffic Signal - Fully Executed.pdf](#)

Good morning, Mayor and Council Members.

As a follow up the the email below, Council Member Mendoza asked if we have a service agreement with the County, and how quickly are they required to respond. Attached is the Agreement as well as the latest Amendment. They are required to respond within 2 hours for emergency calls and 4 hours for non-emergency calls. The County has a 24-hour call service as well as a technician that lives in Oakley whom typically responds to issues in east County and Brentwood.

Feel free to contact me if you have any additional questions.

Miki Tsubota
Director of Public Works/City Engineer

On Jun 26, 2022, at 1:21 PM, Tsubota, Miki <mtsubota@brentwoodca.gov> wrote:

Good afternoon, Mayor and Council Members.

This is in response to questions from Council Member Mendoza on Agenda Item C.2; particularly why maintenance of our traffic signal lights is performed by the County, and how much it would cost for the City to manage these signals.

Contra Costa County has been maintaining our traffic signals for over 15 years. They have unique historic knowledge and experience working with our various signals and traffic systems that would be very difficult to replicate with any current City staff or consultants. The County also has an established presence in East County as they maintain the traffic signals in the unincorporated areas outside the City limits. The County has the staffing and resources necessary to allow a quick response in the event of an emergency, such as a power outage or traffic accident. We've had a long and successful relationship with the County with respect to signal maintenance, and are satisfied with their performance to-date.

It's difficult to put an exact price on replacing experience and knowledge if we were to manage our signals. At minimum, we would need additional staffing, vehicles, equipment, supply of spare parts, and adequate time to understand the intricacies of all our signal systems. Ballpark minimum one-time costs would be on the order of \$200k or so, and ballpark minimum annual staffing costs would be on the order of \$150k-\$250k or so per year.

Feel free to contact me if you have any questions.

Miki Tsubota
Director of Public Works/City Engineer

TRAFFIC SIGNAL MAINTENANCE SERVICE AGREEMENT

1. **Date and Parties:** Effective on June 25 2008, the County of Contra Costa, a political subdivision of the State of California (hereinafter called "the County"), and the City of Brentwood, a municipal corporation in the County (hereinafter called "City"), hereby mutually agree and promise as set forth below, pursuant to Government Code sections 6500-6520.
2. **Purpose:** The parties desire to arrange for the maintenance of certain traffic signals and highway lighting facilities, and to apportion the cost of such maintenance work. The signals and facilities covered by this Agreement are located solely within the City, are located partly within the City and partly within the County (i.e., joint signals or facilities), or are located within the County but serve intersection legs originating within the City.
3. **Maintenance Work:**
 - A. The County will perform the maintenance work and other services described in Exhibits A and B attached to this Agreement, including any modifications approved by the parties pursuant to Section 8 below.
 - B. Timing adjustments will be made by County personnel only as directed by the City. For signals located partly in the County and partly in the City, the City shall coordinate timing adjustments with the County.
 - C. Engineering services, equipment upgrading and detector loop replacement or installation are not covered by this Agreement, but may be requested as additional services pursuant to Board of Supervisors Resolution No. 77/944 and the provisions of Section 8 below.
4. **Compensation:** As compensation for the work and services described in Section 3A above, the City shall pay the County for the City's share of the actual cost of all labor, equipment and materials furnished by the County, including applicable overhead charges authorized by the County Auditor-Controller. The percentage of costs chargeable to the City (i.e., the City's share) for each signal or facility covered by this Agreement is listed in Exhibit A attached to this Agreement. The County shall maintain cost records for all work and services performed under this Agreement.
5. **Billing:**
 - A. The County shall bill the City for work and services performed under this Agreement as soon as possible after the end of the calendar month in which the work or services were furnished. The City shall pay its share to the County within (thirty) 30 days after the date of billing. If payment is not received within (thirty) 30 days a 1.5 percent late charge may be assessed.
 - B. Extraordinary expense, such as for the repair or replacement of extensive damage, shall be assessed against the particular signal or facility involved. billing for such expense shall be itemized as to materials, salaries and benefits, equipment rental, County overhead and other items. The City's share of such expense shall be the percentage for the particular signal or facility set forth in Exhibit A attached to this Agreement.

6. **Responsibilities:**

- A. It shall be the City's responsibility to provide to the County any information available to the City on the design, engineering, installation, modification and timing of those signals and facilities covered by this Agreement. In particular, the City shall furnish the following items to the County:
- 1) as-built construction drawings (2 each);
 - 2) manufacturer's cabinet drawings (2 each);
 - 3) manufacturer's maintenance manual and parts catalog for the controller and related equipment; and
 - 4) service and maintenance records.
- B. Special test equipment adapters, if required because of signal equipment unique to the City, shall be furnished by the City or purchased by the County and reimbursed by the City. Spare parts necessary for the maintenance of the City's signals and facilities shall be provided at the City's expense.
- C. The City shall pay its appropriate share for all electricity delivered to the signals and facilities covered by this Agreement. The City's share for each signal or facility is listed in Exhibit A attached to this Agreement. For those signals and facilities located entirely within the City, the City shall receive billing from, and make payment to, the utility company delivering the electricity. For all other signals and facilities covered by this Agreement, the County shall make payment to the utility company and shall bill the City for the City's share of such electricity.

7. **Hold Harmless:** The County agrees to indemnify and hold harmless the City for the County's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the County in the performance of this Agreement.

City agrees to indemnify and hold harmless the County for the City's share of any and all liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the City, its officers or employees.

8. **Modification:** This Agreement shall be subject to modification only with the written consent of the authorized representative of both parties. Any modification which adds or deletes signals or facilities, or which changes the work or services to be performed by the County, shall be reflected in modified exhibits, which modified exhibits shall supersede the exhibits referred to in Section 3A above. Each modification shall set forth the increase or decrease in compensation and other special conditions applicable to the modification. For purposes of this section and Section 9 below, the County designates its Director of General Services as its duly authorized representative, and the City designates its City Engineer as its duly authorized representative.

9. **Termination:** This Agreement may be terminated at any time by the authorized representative of either party upon six months prior written notice to the other party. Once such notice is given, this Agreement shall terminate six months after the date of the notice. The provisions of Section 7 above shall survive any termination of the Agreement.

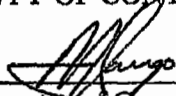
Notices of termination shall be sent to the parties by certified mail, return receipt requested, at the following addresses:

Contra Costa County
c/o General Services Department
1220 Morello Avenue, Suite 200
Martinez, CA 94553

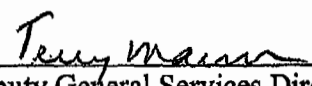
City of Brentwood
Attn: City Manager
708 Third Street
Brentwood, CA 94513

10. **Prior Agreements:** Any and all prior agreements between the parties concerning maintenance of traffic signals and highway lighting facilities are hereby terminated as of the date set forth in Section 1 above.
11. **Accountability:** The parties to this Agreement are strictly accountable for all funds received for the work and services described in the Agreement and shall report all receipts and disbursements relating to the work and services described in this Agreement. Any surplus money on hand at the termination of this Agreement shall be returned to the parties in proportion to the contributions made.
12. **Severability:** Should any provision of the Agreement be held to be unenforceable or invalid by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement.

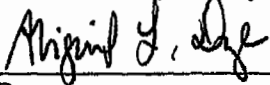
COUNTY OF CONTRA COSTA

By: 
Director of General Services

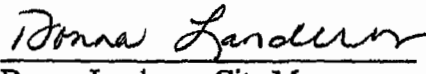
Recommended for Approval:

By: 
Deputy General Services Director

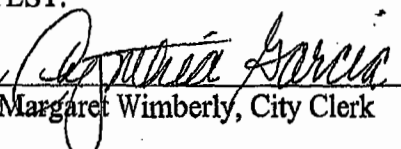
Approved as to form:
Silvano Marchesi, County Counsel

By: 
Deputy

CITY OF BRENTWOOD

By: 
Donna Landeros, City Manager

ATTEST:

By: 
Margaret Wimberly, City Clerk

Approved as to form:

By: 
Damien Bower, City Attorney

EXHIBIT A
SCHEDULE OF EQUIPMENT AND MAINTENANCE RESPONSIBILITY %

CODE	BALFOUR ROAD	CAB.	Phases	Veh. Heads	Pre-empt	PED	MA poles	STD. poles	BBS	% Maint. City	County	
WTOK54	W. Country Club Drive/American Ave	Naztec	P TS2	8	18	4	8	4	4	X	75%	25%
WTOG13	E. Country Club Drive/Foothill Drive	Naztec	P TS2	8	20	4	8	4	4	X	100%	
WTOG16	John Muir Parkway	Naztec	P TS2	8	20	4	8	4	4	X	100%	
WTOK54	Cortona/Eagle Rock	Naztec	P TS2	8	20	4	8	4	4	X	100%	50%
WTOG04	Hwy 4 Bypass	170 332		8	23		8	6	3		50%	
WTOG07	Summerset Drive	2070 332		8	12	3	4	3	1	X	100%	
WTOG03	Fairview Avenue	Naztec	P TS2	8	20	4	8	4	4	X	100%	50%
WTOG11	Mc Viking Way	Naztec	P TS2	8	19	4	8	4	4	X	100%	
WTOG01	Minnesota Avenue	2070 332		8	14		8	4	4	X	100%	
WTOG11	Griffith Lane	Naztec	P TS2	8	20	4	8	4	4	X	100%	50%
WTOG01	Walnut Blvd	2070 332		8	8	4	8	4	4	X	100%	
WTOG01	Hudson Way	Naztec	P TS2	6	16	3	6	4	2	X	100%	
FAIRVIEW AVENUE												
WTOG10	Lone Tree Way	Naztec	P TS2	6	16	3	8	4	4	X	100%	66%
WTOG10	Grant Street	170 332		6	16	4	8	4	4	X	100%	
WTOG18	Sand Creek Road	Naztec	P TS2	8	20	4	8	4	4	X	100%	
WTOG09	San Jose Avenue	170 332		8	18	4	8	4	4	X	100%	66%
WTOG02	Central Blvd	Naztec	P TS2	8	20	4	8	4	4	X	100%	
new	Arlington Way	Naztec	P TS2	8	21	4	8	4	4	X	100%	
new	Concord	Naztec	P TS2							X	100%	
CENTRAL AVENUE												
WTOG06	Minnesota Ave	2070 332		8	18	4	8	4	4	X	100%	66%
WTOG14	Griffith Lane	Naztec	P TS2	8	19	4	8	4	4	X	100%	
WTOG14	Walnut Blvd	Naztec	P TS2	8	19	4	6	4	4	X	100%	
WTOG14	Second Street	Naztec	P TS2	8	24	4	8	4	4	X	100%	66%
future	Dainty	Naztec	P TS2							X	100%	
WTOG53	Hwy 4 Bypass	170 332		8	18		6	4	1		33%	
WTOG21	Shopping Center	Naztec	P TS2	6	16	4	6	4	1	X	100%	66%
WTOG22	Minnesota Avenue	Naztec	P TS2	8	20	4	8	4	4	X	100%	
WTOG20	O'Hara Avenue	Naztec	P TS2	8	23	4	8	4	5	X	100%	
WTOG19	Business Center Drive	Naztec	P TS2	6	16	4	8	4	4	X	100%	66%
future	Shady Willow Lane	Naztec	P TS2	8						X	100%	
future	Garin Parkway	Naztec	P TS2							X	100%	
future	Ped Lighted x-walk	Naztec	Micro TS2							X	100%	
GRANT STREET												
future	Adams Lane	Naztec	P TS2	4	9	3	4	2	5	X	100%	66%
future	O'Hara Avenue	Naztec	P TS2							X	100%	
future	Shady Willow Lane	Naztec	P TS2	8	20	4	8	4	3	X	100%	
future	Empire Avenue	Naztec	P TS2	8	20	4	8	4	4	X	100%	
SUNSET ROAD												
future	Elkins Way	Naztec	P TS2	4	11	3	4	3	2	X	100%	66%
future	Garin Parkway	Naztec	P TS2	4								
future	O'HARA AVENUE											
future	Lone Tree Way	Naztec	P TS2	8	21	4	6	4	4	X	100%	66%
future	Second Street	Naztec	P TS2	6	20	4	8	4	3	X	100%	
future	Adams Lane	Naztec	P TS2	6	16	4	8	4	4	X	100%	
LONE TREE WAY												
future	Hwy 4 Bypass	170 332		4	16	4	6	3	4	X	25%	66%
future	Gann Street	Naztec	P TS2	8	22	4	8	4	4	X	100%	
future	WINCO	Naztec	P TS2	6	20	4	8	4	4	X	100%	
future	Anderson/Adams Lane	Naztec	P TS2							X	100%	
SHADY WILLOW LANE												
future	Arbor Ridge	Naztec	P TS2	6	16	2	8	4	4	X	100%	66%
future	Empire Avenue	Naztec	P TS2	8	22	4	8	4	4	X	100%	
future	Ped/Trail xing	Naztec	MicroCab 682	3	6	2	2	2	2	X	100%	
future	Los Cielos	Naztec	P TS2							X	100%	
EMPIRE AVENUE												
future	Apricot Way	Naztec	P TS2	8	20	4	8	4	4	X	100%	66%
future	WALNUT BLVD											
WTOG08	Oak Street	2070 332		6	17	3	8	3	4	X	100%	
MINNESOTA AVE												
new	Carmel Parkway/Breakwater	Naztec	P							X	100%	66%
new	VINEYARDS PARKWAY											
new	John Muir Parkway	Naztec	P							X	100%	
future	Miwok	Naztec	P							X	100%	66%
future	Marsh Creek Road	Naztec	P							X	100%	
future	CONCORD AVE											
future	Ped/Trail xing	Naztec	MicroCab 682	3	6	2	2	2	2	X	100%	

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

EXHIBIT B

1. **Response Time:** The County shall respond to a traffic signal maintenance call from the City within the following time guidelines.
 - No longer than 2 hours on an emergency call
 - No longer than 4 hours on a non-emergency call
2. **Initial Traffic Signal Turn On:** Upon notification from the City the County will perform inspections 24 to 48 hours prior to signal turn on.
3. **Notification of Changes to Signal:** To facilitate the effective maintenance the City shall notify the County of any remodels or any change of any signal within the City's jurisdiction. The City will note any modification to the signal on a maintenance card located in the cabinet. The County shall notify the City of any changes to signals that the City has any financial responsibility for.
4. **Quarterly Meeting:** The County will meet with City staff on a quarterly or on an "As Needed" basis.
5. **Costs for Services and Billing Rates:**
 - Lead Electrician: regular = \$118.03/hour, overtime = \$132.57/hour
 - Signal Electrician: regular = \$ 92.08/hour, overtime = \$103.69/hour

This charge out rate includes vehicle and equipment used in day to day operations and maintenance of traffic signal maintenance. All services provided by the County are listed in the maintenance agreement exhibits. The County will provide generators to run signalized intersections effected by power outages to the City upon request.

**AMENDMENT NO. 6
TO TRAFFIC SIGNAL MAINTENANCE SERVICE AGREEMENT**

This Amendment No. 6 is entered into as of the 12 day of June, 2017, amending the agreement dated June 25, 2008 (the "Agreement") by and between the County of Contra Costa, a political subdivision of the State of California (hereinafter called "the County") and the City of Brentwood, a municipal corporation in the County (hereinafter called "the City"), (collectively, the "Parties") for the maintenance of certain traffic signals and highway lighting facilities within the city of Brentwood.

RECITALS

A. On June 7, 2010, the Parties executed Amendment No. 1 to the Agreement to update the hourly rates.

B. On December 22, 2010, the Parties executed Amendment No. 2 to the Agreement to update the hourly rates.

C. On March 14, 2012, the Parties executed Amendment No. 3, effective date of January 30, 2012, to the Agreement to update the hourly rates and the schedule of equipment and maintenance responsibilities.

D. On November 29, 2013, the Parties executed Amendment No. 4, to the Agreement to update the hourly rates and the schedule of equipment and maintenance responsibilities.

E. On March 12, 2016, the Parties executed Amendment No. 5, to the Agreement to update the hourly rates and the schedule of equipment and maintenance responsibilities.

F. The Parties have further negotiated and agreed to an updated Schedule of Equipment and Maintenance Responsibility Percentage, which is attached to and incorporated by this reference as Exhibit A.

G. The Parties have further negotiated and agreed to an updated fee schedule, which is attached to and incorporated by this reference as Exhibit B.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Exhibit A to the Agreement, which lists the Schedule of Equipment and Maintenance Responsibility Percentage, is hereby deleted and replaced in its entirety with the attached Exhibit A.

2. Exhibit B to the Agreement, which describes the Traffic Signal Maintenance Services and Charges, is hereby deleted and replaced in its entirety with the attached Exhibit B.

3. Except as amended herein, all provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

4. All requisite insurance policies to be maintained by the Parties pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment.

5. The individuals executing this Amendment and the instruments referenced in it on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions of this Amendment.

COUNTY OF CONTRA COSTA:

By: 
Julie Bueren, Director of Public Works

CITY:

By: 
Miki Tsubota, City Engineer

ATTEST:

By: 
Margaret Wimberly, MMC, City Clerk

APPROVED AS TO FORM:

By: 
Damien Brower, City Attorney

Amendment #6
Traffic Signal Maintenance Service
Agreement

AMENDMENT NO. 6

EXHIBIT A - SCHEDULE OF EQUIPMENT AND MAINTENANCE RESPONSIBILITY PERCENTAGE

CODE	INTERSECTION	CABINET	MODEL	PHASES	VEH HEADS	PRE-EMPT	PED	MA POLES	STD POLES	BBS	% CITY MAINT	VIDEO
AMERICAN AVENUE												
WT)G 68	Heritage High School parking lot	P	TS2	4	14	3	4	3	3	x	100%	No
BALFOUR ROAD												
WT0G 35	Cortona Way/Eagle Rock Way	P	TS2	8	20	4	8	4	4	x	100%	Iteris
WT0G 12	E. Country Club Drive/Foothill Drive	P	TS2	8	20	4	8	4	4	x	100%	Iteris
WT0G 07	Fairview Avenue	P	TS2	8	20	4	8	4	4	x	100%	Iteris
WT0G 11	Griffith Lane	P	TS2	8	20	4	8	4	4	x	100%	No
WT0G 17	Hudson Way	P	TS2	6	16	3	6	4	2	x	100%	No
WT0G 16	John Muir Parkway	P	TS2	8	20	4	6	4	4	x	100%	Iteris
WT0G 25	Mc Viking Way	P	TS2	8	19	4	8	4	4	x	100%	Iteris
WT0G 03	Minnesota Avenue	332	2070	8	14	4	8	4	4	x	100%	No
WT0G 04	Summerset Drive	332	2070	8	12	3	4	3	1	x	100%	Iteris
WT0G 15	W. Country Club Drive/American Avenue	P	TS2	8	18	4	8	4	4	x	100%	3 of 4
WTG0 01	Walnut Boulevard	332	2070	8	8	4	8	4	4	x	100%	Iteris
BRENTWOOD BOULEVARD												
WT0G 56	Applewood Common	332	170	8	19	2	8	4	4	x	100%	No
WT0G 64	Balfour Road	332	170	8	20	4	8	5	1	x	100%	No
WT0G 60	Central Boulevard/Sycamore Avenue	332	170	8	21	2	8	4	4	x	100%	No
WT0G 63	Garin Ranch	332	170	4	20	3	2	3	2	x	100%	No
WT0G 55	Grant Street/Sunset Road	332	170	6	17	2	6	4	4	x	100%	No
WT0G 54	Lone Tree Way	332	170	8	17	3	4	4	4	x	100%	No
WT0G 58	Nancy Street	332	170	4	12	3	4	3	2	x	100%	No
WT0G 62	Oak Street	332	170	8	13	4	8	4	4	x	100%	No
WT0G 57	Sand Creek Road	332	170	8	20	4	8	4	4	x	100%	No
WT0 G 61	Second Street	332	170	8	19	4	6	4	4	x	100%	No
WT0G 59	Technology Way	332	170	4	16	3	4	3	3	x	100%	No
CENTRAL BOULEVARD												
WT0G 65	Dainty Avenue	P	TS2	4		3	4	3	3	x	100%	No
WT0G 13	Griffith Lane	P	TS2	6	19	4	8	4	4	x	100%	Econolite
WT0G 05	Minnesota Avenue	332	2070	8	18	4	8	4	4	x	100%	3 of 4
WT0G 33	Second Street	P	TS2	8	24	4	8	4	4	x	100%	3 of 4
WT0G 26	Walnut Boulevard	P	TS2	8	19	4	6	4	4	x	100%	Econolite
EMPIRE AVENUE												
WT0G 30	Apricot Way	P	TS2	8	20	4	8	4	4	x	100%	No
FAIRVIEW AVENUE												
WT0G 27	Arlington Way	P	TS2	8	21	4	8	4	4	x	100%	No
WT0G 67	Baldwin Drive	P	TS2	8		4	8	4	4	x	100%	No
WT0G 02	Central Boulevard	P	TS2	8	20	4	8	4	4	x	100%	No
WT0G 42	Concord Avenue	P	TS2	6	12	3	6	3	3	x	100%	Iteris
WT0G 14	Grant Street	332	170	6	16	4	8	4	4	x	100%	No
WT0G 10	Lone Tree Way	P	TS2	6	16	3	8	4	4	x	100%	No
WT0G 09	San Jose Avenue	332	170	8	18	4	8	4	4	x	100%	No
WT0G 18	Sand Creek Road	P	TS2	8	20	4	8	4	4	x	100%	2 of 4
GRANT STREET												
WT0G 39	Adams Lane	P	TS2	8	9	3	4	2	5	x	100%	2 of 4

AMENDMENT NO. 6
EXHIBIT A - SCHEDULE OF EQUIPMENT AND MAINTENANCE RESPONSIBILITY PERCENTAGE

CODE	INTERSECTION	CABINET	MODEL	PHASES	VEH HEADS	PRE-EMPT	PED	MA POLES	STD POLES	BBS	% CITY MAINT	VIDEO
WT0G 29	Empire Avenue	P	TS2	8	20	4	8	4	4	x	100%	No
WT0G 36	Shady Willow Lane	P	TS2	8	20	4	8	4	3	x	100%	No
	HEIDORN RANCH ROAD											
	Kohl's Drive	332	170	4	12	3	4	3	1	No	33%	No
	Lone Tree Plaza	332	170	5	14	3	4	3	1	No	33%	No
	LONE TREE WAY											
WT0G 47	Anderson Lane/Adams Lane	P	TS2	6	18	4	4	4	4	x	100%	Iteris
WT0K 30	Canada Valley	332	170	8	21	4	8	4	4	x	50%	No
WT0K 65	Empire Avenue	332	170	6	22	4	8	4	4	No	50%	No
WT0G 28	Gann Street	P	TS2	8	22	4	8	4	4	x	100%	No
	Shady Willow Lane	332	170	6	24	4	8	4	4	x	25%	No
WT0G 24	WINCO	P	TS2	6	20	4	8	4	4	x	100%	No
	MINNESOTA AVENUE											
WT0G 46	Carmel Parkway/Breakwater Way	P	TS2	8	22	4	8	4	4	x	100%	Iteris
	O'HARA AVENUE											
WT0G 40	Adams Lane	P	TS2	6	16	4	8	4	4	x	100%	No
WT0G 23	Lone Tree Way	P	TS2	8	21	4	6	4	4	x	100%	Econolite
WT0G 41	Second Street	P	TS2	6	20	4	8	4	3	x	100%	No
	SAND CREEK ROAD											
WT0G 19	Business Center Drive	P	TS2	6	16	4	8	4	4	x	100%	No
WT0G 48	Garin Parkway	P	TS2	8	20	4	8	4	4	x	100%	Iteris
WT0G 22	Minnesota Avenue	P	TS2	8	20	4	8	4	4	x	100%	2 of 4
WT0G 20	O'Hara Avenue	P	TS2	8	23	4	8	4	5	x	100%	no
WT0G 45	Shady Willow Lane	P	TS2	6	19	4	8	4	4	x	100%	Iteris
WT0G 21	Shopping Center Entrance	P	TS2	6	15	4	6	4	1	x	100%	Iteris
	SECOND STREET											
WT0G 50	Maple Street/City Park Way	P	TS2	8	19	4	8	4	4	x	100%	Iteris
WT0G 53	Pine Street	P	TS2	5	12	3	4	2	3	x	100%	1 of 4
	SHADY WILLOW LANE											
WT0G 66	Amber Lane	P	TS2	5		3	4	3	3	x	100%	No
WT0G 38	Arbor Ridge Apartments	P	TS2	6	16	2	8	4	4	x	100%	No
WT0G 31	Empire Avenue	P	TS2	8	22	4	8	4	4	x	100%	No
WT0G 51	Los Cielos Way	P	TS2	8	22	4	8	4	4	x	100%	Iteris
WT0G 37	Ped/Trail xing	MicroCab	682	3	6	2	2	2	2	x	100%	No
	SUNSET ROAD											
WT0G 32	Elkins Way	P	TS2	4	11	3	4	3	2	x	100%	No
WT0G 49	Garin Parkway	P	TS2	4	18	4	8	4	2	x	100%	Iteris
	VINEYARDS PARKWAY											
WT0G 43	John Muir Parkway	P	TS2	8	22	4	8	4	4	x	100%	Iteris
WT0G 52	Marsh Creek Road	P	TS2	4	14	3	4	3	3	x	100%	Iteris
WT0G	Miwok Way	P	TS2	4	15	3	4	3	3	x	100%	Iteris
	WALNUT BOULEVARD											
WT0G 06	Oak Street	332	2070	6	17	3	8	3	4	x	100%	Iteris

**AMENDMENT NO. 6
EXHIBIT B**

TRAFFIC SIGNAL MAINTENANCE SERVICES AND CHARGES

1. **Response Time:** The County shall respond to a traffic signal maintenance call from the City within the following time guidelines.
 - No longer than 2 hours on an emergency call
 - No longer than 4 hours on a non-emergency call

2. **Initial Traffic Signal Turn On:** Upon notification from the City the County will perform inspections 24 to 48 hours prior to signal turn on.

3. **Notification of Changes to Signal:** To facilitate the effective maintenance the City shall notify the County of any remodels or any change of any signal within the City's jurisdiction. The City will note any modification to the signal on a maintenance card located in the cabinet. The County shall notify the City of any changes to signals that the City has any financial responsibility for.

4. **Quarterly Meeting:** The County will meet with City staff on a quarterly or on an "As Needed" basis.

5. **Costs for Services and Billing Rates:**

Lead Electrician:	\$202.00/hour
Signal Electrician:	\$168.21/hour

This charge out rate includes vehicle and equipment used in day to day operations and maintenance of traffic signal maintenance. All services provided by the County are listed in the maintenance agreement exhibits. The County will provide generators to run signalized intersections effected by power outages to the City upon request.

From: [Tsubota, Miki](#)
To: [=yCouncil Members](#)
Cc: [=yDepartment Directors](#)
Subject: Response to Questions on Agenda Item C.2
Date: Sunday, June 26, 2022 1:21:57 PM

Good afternoon, Mayor and Council Members.

This is in response to questions from Council Member Mendoza on Agenda Item C.2; particularly why maintenance of our traffic signal lights is performed by the County, and how much it would cost for the City to manage these signals.

Contra Costa County has been maintaining our traffic signals for over 15 years. They have unique historic knowledge and experience working with our various signals and traffic systems that would be very difficult to replicate with any current City staff or consultants. The County also has an established presence in East County as they maintain the traffic signals in the unincorporated areas outside the City limits. The County has the staffing and resources necessary to allow a quick response in the event of an emergency, such as a power outage or traffic accident. We've had a long and successful relationship with the County with respect to signal maintenance, and are satisfied with their performance to-date.

It's difficult to put an exact price on replacing experience and knowledge if we were to manage our signals. At minimum, we would need additional staffing, vehicles, equipment, supply of spare parts, and adequate time to understand the intricacies of all our signal systems. Ballpark minimum one-time costs would be on the order of \$200k or so, and ballpark minimum annual staffing costs would be on the order of \$150k-\$250k or so per year.

Feel free to contact me if you have any questions.

Miki Tsubota
Director of Public Works/City Engineer

[Title: City of Brentwood] <<http://www.brentwoodca.gov/>> Miki Tsubota | HE/Him/His | why pronouns?
<<https://brentwoodca.gov/Pronouns101>>
Director of Public Works/City Engineer
Public Works
150 City Park Way
Brentwood, CA 94513-1164
Phone: 925.516.5168
Fax: 925.516.5421
mtsubota@brentwoodca.gov<<mailto:mtsubota@brentwoodca.gov>>

[Title: Like us on facebook] <http://www.brentwoodca.gov/contact/social_media.asp>