

#### CONTRA COSTA COUNTY

#### **AGENDA - PUBLISHED**

#### **Alamo Municipal Advisory Council**

**Tuesday, May 6, 2025** 

6:00 PM

Alamo Women's Club, 1401 Danville Blvd., Alamo

Agenda Items: Items may be taken out of order based on the business of the day and preference of the Council.

Roll Call and Introductions

Staff Reports

Public Comment

Public comment on any item under the jurisdiction of the Council and not on this agenda (speakers may be limited to two minutes).

**New Business** 

1a CDMS25-00008 – The applicant requests approval of a Minor Subdivision application to allow a subdivision that will result in 2 lots (Parcel A: 77,484 sq ft.; Parcel B: 62,366 sq ft). The address is 141 Dean Road, Alamo.

**Attachments:** Agency Comment Request Packet CDMS25-00008

**1b** Hap Magee Ranch Park Budget

**25-1653** 

Attachments: Hap Magee Ranch Park Budget 2025-26

1c CSA R7 - 2025/2026 Budget

**25-1654** 

Subcommittee Reports

Alamo Subcommittee for Schools: Straznicka, Parkinson, Angel-Ordonez

Alamo AOB/Roundabout: Struthers

Land Use Planning Subcommittee: Barclay (Chair), Brannan, Burke

Iron Horse Corridor Subcommittee: Struthers

Parks and Recreation Subcommittee: Chaput (Chair), Struthers, Mowat

Public Safety (Police P-2, Fire, Emergency): Brannan, Chaput

Trees and Landscape Subcommittee: Mowat, Burke

2 Consent Calendar

#### 2a Approve April 1, 2025 Record of Actions

The next meeting is currently scheduled for June 2, 2025 at 6:00pm.

#### Adjourn

The Council will provide reasonable accommodations for persons with disabilities planning to attend the Council meetings. Contact the staff person listed below at least 72 hours before the meeting. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to a majority of members of the Council less than 96 hours prior to that meeting are available for public inspection at Supervisor Andersen's Danville Office - 309 Diablo Road, Danville, during normal business hours. Staff reports related to items on the agenda are also accessible online at www.contracosta.ca.gov. Public comment may be submitted via electronic mail on agenda items at least one full work day prior to the published meeting time.

For Additional Information Contact: Cameron Collins, Cameron.Collins@bos.cccounty.us.



#### CONTRA COSTA COUNTY

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

**File #:** 25-1652 **Agenda Date:** 5/6/2025 **Agenda #:** 1a

Advisory Board: Alamo Municipal Advisory Council Subject: CDMS25-00008 - 141 Dean Road, Alamo

Contact: Everett Louie, Department of Conservation and Development

#### Information:

The applicant requests approval of a Minor Subdivision application to allow a subdivision that will result in two lots (Parcel A: 77,484 sq ft.; Parcel B: 62,366 sq ft.). The address is 141 Dean Road.

Recommendation(s)/Next Step(s):

Make recommendation to Supervisor Andersen, if applicable.

#### **CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT**

COMMUNITY DEVELOPMENT DIVISION

30 Muir Road

Martinez, CA 94553-4601 Phone: 925-655-2700 Fax: 925-655-2758



#### **AGENCY COMMENT REQUEST**

4/9/25 Date

Ve request your comments regarding the attached appli	cation currently under review.
DISTRIBUTION	Please submit your comments to:
INTERNAL	Project Planner Everett Louie
✓ Building Inspection ✓ Grading Inspection	Phone #925-655-2873
Advance Planning Housing Programs	E-maileverett.louie@dcd.cccounty.us
Trans. Planning Telecom Planner	County File #CDMS25-00008
ALUC Staff HCP/NCCP Staff	
County Geologist	Prior to May 7, 2025
HEALTH SERVICES DEPARTMENT	* * * *
► Environmental Health Hazardous Materials	We have found the following special programs apply to this application:
PUBLIC WORKS DEPARTMENT  ✓ Engineering Services Special Districts	✓ Landslide Active Fault Zone (A-P)
Traffic Special Districts	Liquefaction Flood Hazard Area
Flood Control (Full-size)	60-dBA Noise Control
LOCAL	CA EPA Hazardous Waste Site
✓ Fire District SRVFD	High or Very High FHSZ
✓ San Ramon Valley – (email) rwendel@srvfire.ca.gov	* * * *
Consolidated – (email) fire@cccfpd.org	AGENCIES: Please indicate the applicable code
(4.1.4)	section for any recommendation required by law or ordinance. Please send copies of your response to the
✓ Sanitary District CENTRAL SAN	Applicant and Owner.
✓ Water District EBMUD	Comments: None Below Attached
City of	
School District(s)	
LAFCO	
Reclamation District #	
East Bay Regional Park District	
Diablo/Discovery Bay/Crockett CSD	
✓ MAC/TAC ALAMO MAC	
✓ Improvement/Community Association	
✓ CC Mosquito & Vector Control Dist (email)	
OTHERS/NON-LOCAL	
CHRIS (email only: nwic@sonoma.edu)	
CA Fish and Wildlife, Region 3 – Bay Delta	Print Name
Native American Tribes	Circock in DATE
ADDITIONAL RECIPIENTS	Signature DATE
Alamo Improvement Association	Agency phone #



#### **Planning Application Summary**

File Date: 4/7/2025 **County File Number: CDMS25-00008** 

Applicant:

Bahadour Zarrin Paymun Building & Development 25 Orinda Way, Suite 200

Orinda, CA 94563

**Property Owner:** 

MAJID & ZOHREH KASHANIAN 25 Orinda Way Suite 200

Orinda, CA 94563

audean@paymun.com (510) 375-0833

audean@paymun.com (510) 375-0833

**Project Description:** 

Request approval of a Minor Subdivision application to allow a subdivision that will result in 2 lots (Parcel A: 77,478 sq.ft. Parcel B: 62,366 sq.ft.).

Project Location: (Address: 141 DEAN RD, ALAMO, CA 945072753), (APN: 196031009)

**Additional APNs:** 

**General Plan Designation(s):** RVL Zoning District(s): R-40

AP Fault Zone: N/A Flood Hazard Areas: X

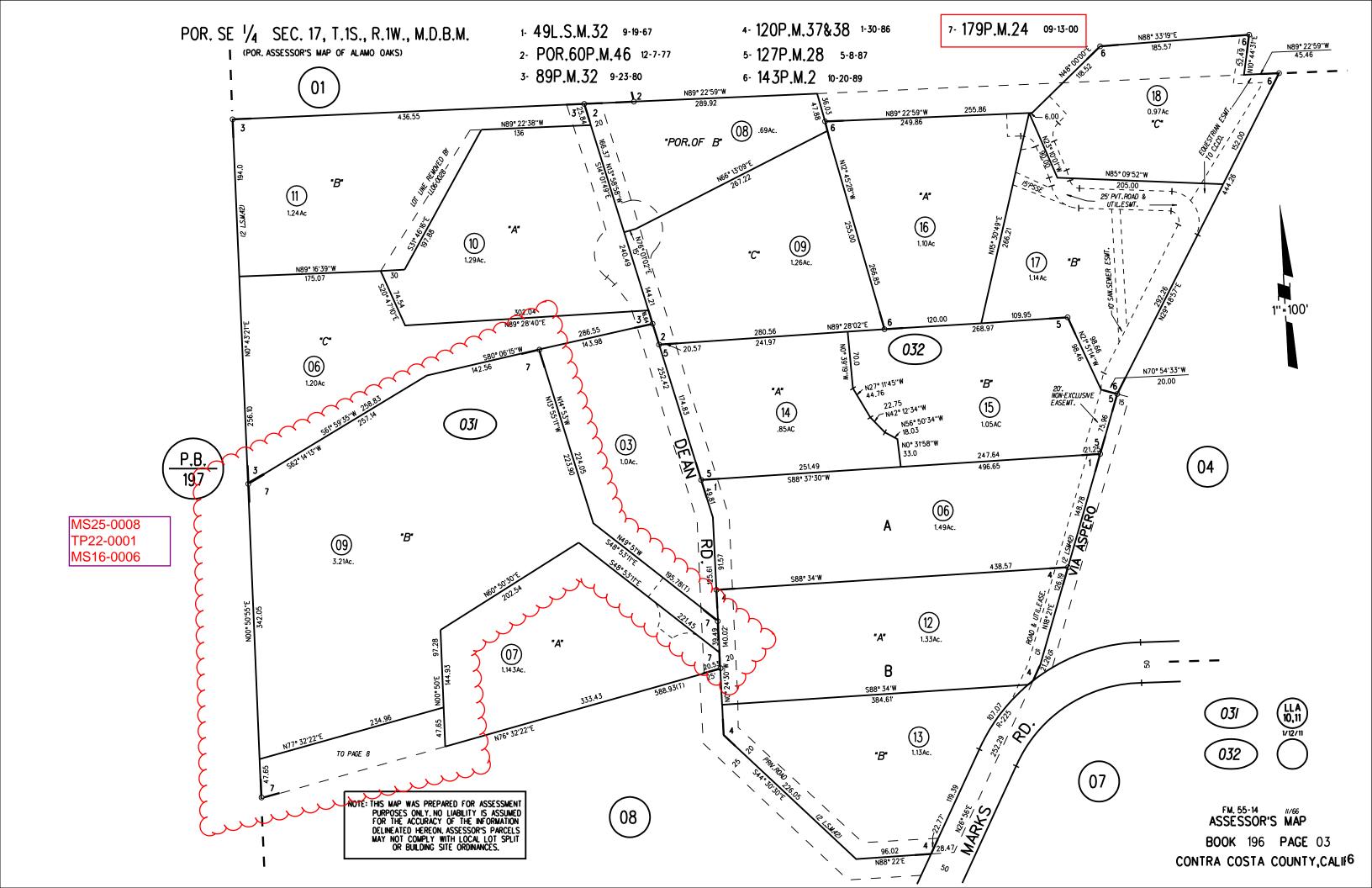
60-dBA Noise Control: N/A MAC/TAC: ALAMO MAC

Fire District: SAN RAMON VLY FIRE Sphere of Influence: N/A

**Housing Inventory Site: NO** Sanitary District: CENTRAL SANITARY

Specific Plan: N/A

Fees:				
Fee Item	Description	Account Code	Total Fee	Paid
048F	Fish & Wildlife Fee (\$75)	002606-9660-REV-000-5B048F	75.00	75.00
052B	Notification Fee (\$30)	002606-9660-REV-000-5B052B	30.00	30.00
83PW	Planning Application Requiring PW Review and Comment	000651-9660-REV-000-6L83PW	1000.00	1000.00
HSDR	Environmental Health Fee (\$57)	002606-9660-REV-000-5BHSDR  \$5.00	57.00	57.00
MSS0034	Tentative Subdiv Map Rvw-Minor	000350-9665-000-000-5B0034	7500.00	7500.00
		Total:	8662.00	8662.00



## General Plan: Residential Very Low Density (RVL)



## Map Legend

General Plan

RVL (Residential Very-Low Density) (≤1 du/ na)

RL (Residential Low Density) (1-3 du/na)

RLM

(Residential

Low-Medium Density) (3-7 du/na)

PS (Public and Semi-Public)

CR (Commercial Recreation)

PR (Park and Recreation)

RC (Resource Conservation)

AL (Agricultural Lands) (1 du/10 ac) (1 du/20 ac in DPZ)

City Limits

# Zoning: Single-Family Residential (R-40) R-20 R-40 A-2 R-15 R-40

Map Legend

Zoning

ZONE\_OVER

R-15 (Single Family Residential)

R-20 (Single Family

Residential) R-20, -UE

(Urban Farm Animal Exclusion)

R-40 (Single Family

Residential)

R-40, -UE (Urban Farm Animal Exclusion)

> R-65 (Single Family Residential)

R-100 (Single Family Residential)

F-R (Forestry Recreational)

A-2 (General Agriculture)

A-4

(Agricultural Preserve)

P-1 (Planned Unit)

City Limits

p is a user generated, static output from an internet mapping application and is intended for reference use o Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

ITIS MAP I SNOT TO BE ONLY TO BE OFFICE OF A WAYGAILON.

CMap is maintained by Contra Costa County Department of Information Technology, County GlS. 
vers contained within the CCMap application are provided by various Contra Costa County Departments.

Reference SS 1984 Web Mercator Auxiliary Sphere WGS 1984

## Aerial Map



Map Legend Assessment Parcels City Limits

is a user generated, static output from an internet mapping application and is intended for reference u
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Please direct all data inquires to the appropriate department.



#### OWNER'S STATEMENT

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

THE AREA DESIGNATED AS PRIVATE ACCESS EASEMENT (P.A.E.) IS HEREBY DEDICATED FOR PRIVATE ACCESS AND ROADWAY PURPOSES TO SERVE PARCELS A AND B OF MS 16-0006.

THE AREAS DESIGNATED AS "PRIVATE STORM DRAINAGE EASEMENT" (P.S.D.E.) ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. THE CERTAIN DRAINAGE FACILITIES CONSTRUCTED IN THESE AREAS ARE TO BE MAINTAINED BY THE INDIVIDUAL OWNER(S) OF PARCELS A AND B OF SUBDIVISION MS 16-0006 IN ACCORDANCE WITH THE "STORMWATER MANAGEMENT FACILITY OPERATIONS AND MAINTENANCE AGREEMENT INCLUDING CLEARING OF OBSTRUCTIONS, AND RIGHT OF ENTRY AGREEMENT" RECORDED BY SEPARATE DOCUMENT FOR EACH PARCEL.

THE AREAS DESIGNATED AS SANITARY SEWER EASEMENT ("S.S.E.") ARE OFFERED FOR DEDICATION TO THE CENTRAL CONTRA COSTA SANITARY DISTRICT (C.C.C.S.D.), OR ITS SUCCESSORS OR ASSIGNS IN GROSS, AS AN EXCLUSIVE SUBSURFACE EASEMENT (OR AS A NONEXCLUSIVE SUBSURFACE EASEMENT, WHERE INDICATED) AND NONEXCLUSIVE SURFACE EASEMENT FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, ALTER, OPERATE, MAINTAIN, REPLACE (WITH THE INITIAL OR OTHER SIZE) AND REPAIR SUCH SEWER LINE OR LINES AS C.C.C.S.D. SHALL FROM TIME TO TIME ELECT FOR CONVEYING SEWAGE OR RECYCLED WATER, AND ALL NECESSARY MAINTENANCE ACCESS STRUCTURES, LATERALS AND APPURTENANCES THERETO, OVER AND WITHIN SUCH EASEMENT AREA, TOGETHER WITH THE FREE RIGHT OF INGRESS, EGRESS AND EMERGENCY ACCESS TO SAID EASEMENT OVER AND ACROSS THE REMAINING PORTION OF THE OWNER'S PROPERTY, PROVIDED THAT SAID RIGHTS OF INGRESS, EGRESS AND EMERGENCY ACCESS SHALL BE LIMITED TO ESTABLISHED ROADWAYS, PATHWAYS, AVENUES OR OTHER ROUTES TO THE EXTENT POSSIBLE AND AS REASONABLY NECESSARY FOR THE PROPER USE OF THE RIGHTS GRANTED HEREIN. THIS OFFER OF DEDICATION ALSO INCLUDES THE RIGHT TO CLEAR OBSTRUCTIONS AND VEGETATION FROM THE EASEMENT AS MAY BE REQUIRED FOR THE PROPER USE OF THE OTHER RIGHTS GRANTED HEREIN.

THE OWNER RESERVES THE RIGHT TO LANDSCAPE OR MAKE SUCH OTHER USE OF THE LANDS INCLUDED WITHIN THE EASEMENTS WHICH ARE CONSISTENT WITH CCCSD'S USE; HOWEVER, SUCH USE BY THE OWNER SHALL NOT INCLUDE THE PLANTING OF TREES OR CONSTRUCTION OF PERMANENT STRUCTURES, INCLUDING BUT NOT LIMITED TO HOUSES, GARAGES, OUTBUILDINGS, SWIMMING POOLS, TENNIS COURTS, RETAINING WALLS, DECKS, PATIOS, ENGINEERED DRAINAGE FACILITIES (BIO-SWALES) OR OTHER ACTIVITY WHICH MAY INTERFERE WITH CCCSD'S ENJOYMENT OF THE EASEMENT RIGHTS GRANTED HEREIN.

MAINTENANCE ACCESS STRUCTURES (MANHOLES, RODDING INLETS, ETC.) CONSTRUCTED WITHIN THE EASEMENT SHALL NOT BE COVERED BY EARTH OR OTHER MATERIAL AND SHALL REMAIN IN AN EXPOSED AND ACCESSIBLE CONDITION AT ALL TIMES FOR ROUTINE AND/OR EMERGENCY MAINTENANCE THAT MAY BE DEEMED NECESSARY BY CCCSD FROM TIME TO TIME.

CCCSD, AND ITS SUCCESSORS OR ASSIGNS, SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFER OF DEDICATION, AND SHALL NOT ASSUME ANY RESPONSIBILITY FOR THE OFFERED EASEMENTS OR ANY IMPROVEMENTS THEREON OR THEREIN, UNTIL SUCH OFFER HAS BEEN ACCEPTED BY THE APPROPRIATE ACTION OF CCCSD, OR ITS SUCCESSORS OR ASSIGNS. FURTHER, THE OWNER SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS CCCSD FROM ANY LIABILITY WITH RESPECT TO THE EASEMENTS, PRIOR TO THE FORMAL ACCEPTANCE OF SAID EASEMENTS BY APPROPRIATE ACTION OF CCCSD.

THE AREA MARKED "PUBLIC UTILITY EASEMENT" (P.U.E.) IS DEDICATED TO THE PUBLIC FOR PUBLIC USE FOR PUBLIC UTILITIES UNDER, ON, AND OVER THOSE CERTAIN STRIPS OF LAND AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.

THE AREA MARKED EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.) IS DEDICATED TO THE PUBLIC FOR THE PURPOSE OF INGRESS AND EGRESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT.

THE AREAS DESIGNATED AS "WATER LINE EASEMENT" (W.L.E.) ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. THE CERTAIN WATER LINE FACILITIES CONSTRUCTED IN THESE AREAS ARE TO BE MAINTAINED BY THE INDIVIDUAL OWNER(S) OF PARCELS A AND B OF SUBDIVISION MS 16-0006

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

BY: MAJID KASHANIAN	DATE:
BY:	<i>DATE</i> :

#### OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA

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

COUNTY OF
ON , 2023, BEFORE ME, PERSONALLY APPEARED
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT
AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

## TRUSTEE'S STATEMENT

PRINCIPAL COUNTY OF BUSINESS:

WITNESS MY HAND, .

MY COMMISSION NUMBER:

MY COMMISSION EXPIRES:

NAME (PRINTED)

A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS RECORDED APRIL 21, 2022 AS/IN INSTRUMENT NO. 2022-0069537 OF OFFICIAL RECORDS. DATED: APRIL 4, 2022

TRUSTOR: MAJID KASHANIAN AND ZOHREH ARA KASHANIAN, HUSBAND AND WIFE, AS JOINT TENANTS

TRUSTEE: DAVIS E. FENNELL, ESQ., NORTHWEST TRUSTEE SERVICES BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR

LENDER: BETTER RATE MORTGAGE, INC.

### TRUSTEE'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA COUNTY OF
ON , 2023, BEFORE ME, PERSONALLY APPEARED
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMEN
AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPOL BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE O

CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,	
NAME (PRINTED)	
MY COMMISSION NUMBER: _	
MY COMMISSION EXPIRES:	
PRINCIPAL COUNTY OF BUS	

## PARCEL MAP SUBDIVISION MS 16-0006

A PORTION OF THE SOUTHEAST 4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN. CONTRA COSTA COUNTY, CALIFORNIA



Design Resources, Inc.

Planning ■ Engineering ■ Surveying

3021 Citrus Circle, Suite 150 Walnut Creek, California 94598-2635

TEL (925) 210-9300 SEPTEMBER, 2024

#### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER BY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE PER THE REQUEST OF MAJID KASHANIAN AND ZOHREH ARA KASHANIAN IN NOVEMBER 2024. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR WILL BE SET AS SHOWN ON OR BEFORE SEPTEMBER 2025. AND SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE

#### RECORDER'S STATEMENT

FILED THIS\_

	, 202, ATM. MAPS, AT PAGE, AT THE
QUEST OF CHICAGO TITLE C	OMPANY.
	DEBORAH COOPER
	COUNTY RECORDER IN AND FOR THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA
	BY:
	DEPUTY COUNTY RECORDER

*APN:* 196-031-009

SHEET 1 OF 3

#### COUNTY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS PARCEL MAP AND THIS SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED:	BY:
	DANA M. TREZISE (BAUMANN)
	PLS NO. 7438
	COUNTY SURVEYOR

#### CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA )
COUNTY OF CONTRA COSTA ) SS

I, MONICA NINO, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PARCEL MAP ENTITLED "PARCEL MAP SUBDIVISION MS 15-0009" WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEROF HELD ON THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_, 20\_\_\_\_\_, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVED SAID MAP, AND DID ACCEPT SUBJECT TO INSTALLATION AND ACCEPTANCE OF IMPROVEMENTS, THE AREA DEDICATED FOR ROADWAY PURPOSES.

I FURTHER CERTIFY THAT ALL TAX LIENS HAVE BEEN SATISFIED AND THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, AND FILED IN MY OFFICE.

IN WITNESS WEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY \_\_\_\_\_ OF \_\_\_\_\_ OF \_\_\_\_\_

MONICA NINO
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

# PARCEL MAP SUBDIVISION MS 16-0006

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN. CONTRA COSTA COUNTY, CALIFORNIA



Design Resources, Inc.

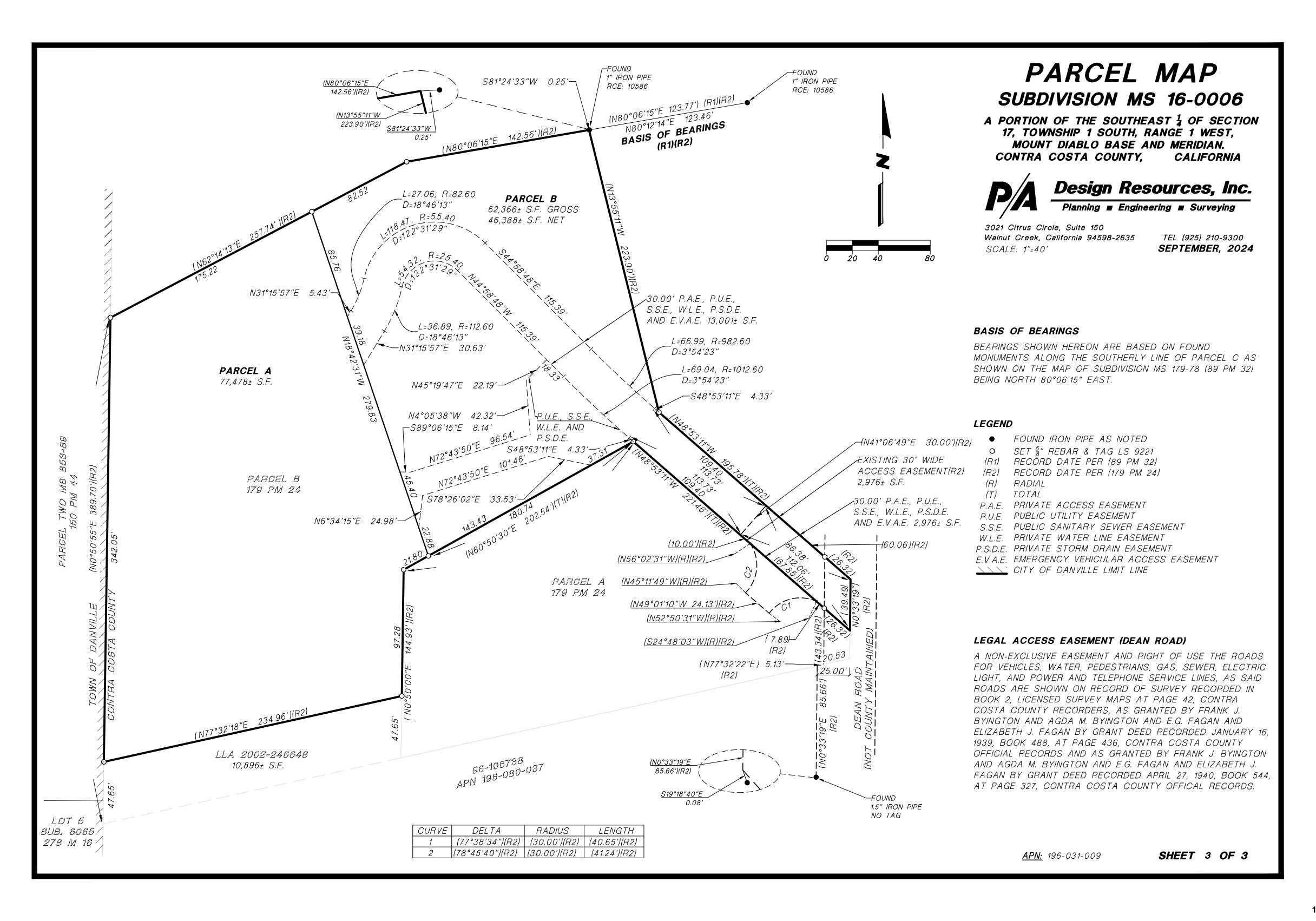
Planning ■ Engineering ■ Surveying

3021 Citrus Circle, Suite 150 Walnut Creek, California 94598-2635

TEL (925) 210-9300 SEPTEMBER, 2024

<u>APN:</u> 196-031-009

SHEET 2 OF 3



SINGLE FAMILY DETACHED RESIDENTIAL

# GRADING AND IMPROVEMENT PLANS CONTRA COSTA COUNTY, CALIFORNIA

DATE: DECEMBER 9, 2024

(APN: 196-031-002)

1. FIELD CONFLICTS: THESE PLANS SHOW EXISTING FEATURES INCLUDING BUT NOT LIMITED TO TREES, UTILITIES, AND STRUCTURES THAT MAY BE AFFECTED BY THE CONSTRUCTION OR PLACEMENT OF THE PROPOSED ENGINEERED IMPROVEMENTS. THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER IF THERE ARE ANY EXISTING FEATURES, WHETHER SHOWN OR NOT WITHIN THE VICINITY OF A POTENTIAL CONFLICT SHALL CEASE UNTIL AN ADEQUATE AND APPROPRIATE SOLUTION IS DETERMINED BY THE ENGINEER AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.

2. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT P/A DESIGN RESOURCES, INC. AT 925-210-9300 FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

3. BASIS OF ELEVATION DATUM:

GENERAL NOTES

ELEVATIONS SHOWN HEREON ARE BASED ON ASSUMED DATUM. RAISE ELEVATIONS SHOWN HEREON 369.29' TO MATCH THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). A TEMPORARY BENCHMARK HAS BEEN SET ON SITE, BEING MAG NAIL 20029 IN THE NORTHERLY PAVEMENT OF THE HAIRPIN BEND IN THE DRIVEWAY. ELEVATION = 157.55 (ASSUMED) = 526.84 (MAVD88)

#### BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON FOUND MONUMENTS ALONG THE SOUTHERLY LINE OF PARCEL C AS SHOWN ON THE MAP OF SUBDIVISION MS 179-78 (89 PM 32) BEING NORTH 80° 06' 15" EAST.

THE LOCATION OF THE SITE RELATIVE TO NAD83(2011) (EPOCH 2010) WAS ESTABLISHED BY OPUS SOLUTION BASED ON A 4-HOUR STATIC OBSERVATION OF MAG MAIL 20029. CALIFORNIA STATE PLANE, ZONE 3 (0403 CA 3) COORDINATES FOR MAG NAIL 20029 ARE NORTHING: 2,133,081.584, EASTING: 6,129,678.272

THE CONVERGENCE ANGLE AT MAG NAIL 20029 IS -00°54'57" DISTANCE SHOWN HEREON ARE GROUND DISTANCES, MULTIPLY DISTANCES SHOWN HEREON BY 0.99991032 TO OBTAIN GRID DISTANCES.

4. ALL STREET IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF TITLE 9 OF THE CURRENT COUNTY ORDINANCE CODE, COUNTY STANDARD SPECIFICATIONS AND STANDARD PLANS. ALL PEDESTRIAN IMPROVEMENTS SHALL CONFORM TO THE REQUIREMENTS OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS AND THE AMERICANS WITH DISABILITIES ACT. THE IMPROVEMENTS ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE PUBLIC WORKS DEPARTMENT. CONTACT THE PUBLIC WORKS DESIGN / CONSTRUCTION DIVISION AT (925) 313-2320. AT LEAST 48 HOURS PRIOR TO THE START OF ANY WORK, TO ARRANGE FOR INSPECTION. ANY WORK PERFORMED WITHOUT PROVIDING THIS ADVANCED NOTICE WILL BE REJECTED AND THE DEVELOPER/CONTRACTOR MAY BE REQUIRED TO REMOVE THE IMPROVEMENTS AND MAY BE SUBJECT TO PAYMENT OF FINES AS DETERMINED BY THE PUBLIC WORKS DIRECTOR.

5. QUALITY CONTROL PLAN: THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING THE QUALITY OF MATERIAL ENTERING THE WORK AND THE WORK PERFORMED, AND SHALL PERFORM TESTING TO ENSURE CONTROL. PRIOR TO START OF WORK THE CONTRACTOR SHALL SUBMIT A QUALITY CONTROL PLAN THAT MUST DESCRIBE THE METHODS AND FREQUENCY OF TESTING, IMPLEMENTATION OF CORRECTIVE ACTIONS AS NECESSARY, AND REPORTING OF TEST RESULTS, SPECIFIC TO EACH MATERIAL TO BE USED.

6. PLAN REVISIONS: ALL REVISIONS TO THIS PLAN MUST BE REVIEWED BY THE PUBLIC WORKS DEPARTMENT PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON REVISED PLANS, STAMPED AND DISTRIBUTED BY THE ENGINEERING SERVICES DIVISION, PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.

7. EXCAVATION: THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 811 OR (800) 227-2600 TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. THE USA AUTHORIZATION NUMBER SHALL BE KEPT AT THE JOB SITE.

8. ALL UTILITY DISTRIBUTION SERVICES SHALL BE PLACED UNDERGROUND.

9. UTILITY CLEARANCE: PRIOR TO PLACING CURB, SIDEWALK, ASPHALT CONCRETE, SUBBASE OR BASE MATERIAL, ALL UNDERGROUND UTILITIES WITHIN THE RIGHT OF WAY SHALL BE INSTALLED, BACKFILL COMPLETED AND THE PUBLIC WORKS DEPARTMENT'S CONSTRUCTION DIVISION NOTIFIED, BY EACH OF THE UTILITY COMPANIES HAVING FACILITIES WITHIN THE WORK AREA. THAT THE UTILITY INSTALLATION HAS SATISFACTORILY PASSED ACCEPTANCE TESTS.

10. ALL MANHOLES OR INLETS OVER 4 FEET IN DEPTH SHALL BE PROVIDED WITH LADDER STEPS. LADDER STEPS SHALL BE INTEGRALLY CAST INTO THE WALLS OF THE MANHOLE OR INLET WHETHER PRECAST OR FIELD CAST IN ACCORDANCE WITH COUNTY SPECIFICATIONS. LADDER STEPS SHALL BE STEEL REINFORCED COPOLYMER POLYPROPYLENE PLASTIC OR EQUIVALENT.

11. PAVEMENT WIDENING: WHEN WIDENING THE PAVEMENT ON AN EXISTING ROAD, THE EXISTING PAVEMENT SHALL BE CUT TO A NEAT LINE AND REMOVED TO AN EXISTING ADEQUATE STRUCTURAL SECTION. AN EXPLORATORY TRENCH, OR POTHOLING, MAY BE REQUIRED TO DETERMINE THE LIMITS OF PAVEMENT REMOVAL.

12. RETAINING WALLS: RETAINING WALLS WITHIN PUBLIC ROAD RIGHTS OF WAY WILL BE INSPECTED BY THE PUBLIC WORKS DEPARTMENT

A. A BUILDING PERMIT WILL BE REQUIRED FOR RETAINING WALLS, OUTSIDE PUBLIC ROAD RIGHTS OF WAY, THAT ARE 4 FEET OR HIGHER, OR THAT ARE 3 FEET OR HIGHER WITH SURCHARGE, PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS AS COMPLETE. VERIFICATION THAT THE BUILDING INSPECTION DEPARTMENT HAS SIGNED OFF ON THE PERMIT SHALL BE PROVIDED TO THE CONSTRUCTION INSPECTOR.

B. RETAINING WALLS UNDER 4 FEET HIGH (3 FEET HIGH WITH SURCHARGE) SHOWN ON THE IMPROVEMENT PLAN TO BE OUTSIDE OF PUBLIC ROAD RIGHT OF WAY, WILL BE INSPECTED BY ADVANCED ENGINEERING. A LETTER STATING THAT ALL WALLS WERE CONSTRUCTED IN ACCORDANCE WITH THE STRUCTURAL AND/OR GEOTECHNICAL ENGINEERS' RECOMMENDATIONS MUST BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT, PRIOR TO ACCEPTANCE OF IMPROVEMENTS AS COMPLETE.

13. REPRODUCIBLE 610MM X 920MM (24" X 36") MYLAR "AS BUILT" RECORD DRAWINGS ARE REQUIRED FOR ENGINEERED STRUCTURES WITHIN PUBLIC RIGHTS OF WAY OR EASEMENTS. STRUCTURES INCLUDE: BRIDGES, RETAINING WALLS, TIE BACKS, SUBDRAINS, ETC.

14. TREES: NO TREES SHALL BE REMOVED UNLESS THEY ARE SHOWN AND NOTED TO BE REMOVED ON THE IMPROVEMENT PLANS. IF ANY TREES ARE TO BE REMOVED, THE IMPROVEMENT PLANS MUST BE REVIEWED AND ACKNOWLEDGED BY THE DEPARTMENT OF CONSERVATION AND DEVELOPMENT. ALL TREES CONFLICTING WITH GRADING, UTILITIES, OR OTHER IMPROVEMENTS, OR OVERHANGING THE SIDEWALK OR PAVEMENT SO AS TO FORM A NUISANCE OR HAZARD, SHALL BE TRIMMED PROPERLY TREATED AND SEALED. A TREE PERMIT MAY BE NECESSARY AND CAN BE OBTAINED FROM THE DEPARTMENT OF CONSERVATION AND DEVELOPMENT.

15. GRADES LESS THAN 1 PERCENT: WATER TESTING IS REQUIRED FOR ALL CURB GRADES LESS THAN ONE PERCENT.

16. ALL ASPHALT CONCRETE PAVING OF PUBLIC ROADS IS SUBJECT TO TESTS REQUIRED BY AMENDED SECTION 39-HOT MIX ASPHALT OF THE CONTRA COSTA COUNTY STANDARD SPECIFICATIONS DATED OCTOBER 16, 2014. BASED ON THESE TESTS, ADDITIONAL PAVEMENT TREATMENT MAY BE NECESSARY.

17. EXISTING CURB AND SIDEWALK WITHIN THE PROJECT LIMITS THAT ARE DAMAGED OR DISPLACED, EVEN THOUGH NOT PROPOSED TO BE REMOVED, SHALL BE REPAIRED OR REPLACED, EVEN IF DAMAGE OR DISPLACEMENT OCCURRED PRIOR TO ANY WORK PERFORMED BY THE CONTRACTOR.

18. EROSION CONTROL: IF PAVING AND STORM DRAIN IMPROVEMENTS ARE NOT COMPLETED BY OCTOBER 1ST, TEMPORARY SILT AND DRAINAGE CONTROL FACILITIES SHALL BE INSTALLED TO CONTROL AND CONTAIN EROSION-CAUSED SILT DEPOSITS AND TO PROVIDE FOR THE SAFE DISCHARGE OF STORM WATERS INTO EXISTING STORM WATER FACILITIES. DESIGN OF THESE FACILITIES MUST BE APPROVED BY THE BUILDING INSPECTION DIVISION.

19. PAVEMENT STRUCTURAL SECTION: THE THICKNESS OF SUB-BASE, BASE AND SURFACING WILL BE DETERMINED BY THE COUNTY PUBLIC WORKS DEPARTMENT BASED ON THE TRAFFIC INDEX AND SOILS TESTS FOR "R" VALUE.

20. PAVEMENT STRIPING: ALL TRAFFIC STRIPING AND MARKINGS SHALL BE THERMOPLASTIC UNLESS THESE PLANS DESIGNATE THE USE OF TRAFFIC

21. ALL STRIPING ON MAJOR ROADS SHALL BE CAT TRACKED PRIOR TO FINAL INSTALLATION. FINAL INSTALLATION OF STRIPING WILL BE ALLOWED ONLY AFTER APPROVAL OF THE STRIPING LAYOUT BY THE CONSTRUCTION INSPECTOR.

22. ALL SUBDIVISION STREETS THAT ARE STUBBED OUT FOR FUTURE USE SHALL HAVE A SIGN POSTED AT THE END OF THE DEAD END STREET THAT READS: "THIS STREET PLANNED TO BE EXTENDED." THE SIGN SHALL BE REFLECTORIZED WITH BLACK 2-INCH CAPITAL SERIES "E" LETTERS ON A WHITE BACKGROUND, MEASURING 18 INCHES HIGH BY 36 INCHES WIDE. INSTALL WITH W31 ("END") SIGN BEHIND STANDARD END OF STREET BARRICADE. SEE COUNTY STANDARD PLAN CA 30.

23. THE CONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS AND PROCEDURES OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR MUNICIPAL CONSTRUCTION AND INDUSTRIAL ACTIVITIES AS PROMULGATED BY THE CALIFORNIA STATE WATER RESOURCE CONTROL BOARD OR ANY OF ITS REGIONAL WATER QUALITY CONTROL BOARDS.

24. THE CONTRACTOR IS RESPONSIBLE FOR PRESERVATION AND/OR PERPETUATION OF ALL EXISTING MONUMENTS (THAT CONTROL SUBDIVISIONS, TRACTS, STREETS OR HIGHWAYS, OR PROVIDE SURVEY CONTROL) WHICH WILL BE DISTURBED OR REMOVED DUE TO CONTRACTOR'S WORK. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 10 WORKING DAYS NOTICE, TO PROJECT ENGINEER/SURVEYOR, PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS. PROJECT ENGINEER/SURVEYOR SHALL COORDINATE WITH THE CONTRACTOR TO RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR. PER BUSINESS AND PROFESSIONS CODE SECTION 8771.

25. ANY MATERIAL IMPORTED FOR THE CONSTRUCTION OF EMBANKMENTS OR AS BACKFILL FOR STRUCTURES, CULVERTS AND OTHER FACILITIES SHALL MEET THE FOLLOWING REQUIREMENTS:

26. ENCROACHMENT PERMIT: THE CONTRACTOR IS REQUIRED TO OBTAIN AN ENCROACHMENT PERMIT FOR ALL WORK WITHIN EXISTING COUNTY ROAD RIGHTS OF WAY. APPLICATIONS FOR ENCROACHMENT PERMIT, SUBMITTED MORE THAN 120 DAYS PAST THE PUBLIC WORKS "REVIEWED" DATE STAMP, MAY REQUIRE UP TO FOUR WEEKS TO PROCESS. FOR FURTHER PERMIT INFORMATION, CONTACT THE APPLICATION AND PERMIT CENTER AT (925) 374-2136.

27. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

PH*	<i>&gt;5.5 (&gt;7.3**)</i>
WATER SOLUBLE SULFATE***	<0.2%
RESISTIVITY (R)*	>3000 OHM/CM**

PER CALIFORNIA TEST 532 & 643.

GENERAL NOTES

STANDARD DETAILS

DEMOLITION PLAN

ACCESS DRIVEWAY

IMPROVEMENT PLANS

IMPROVEMENT PLANS

GRADING PLANS

LEGEND. INDEX MAP & DETAILS

STORM DRAIN NOTES. DETAILS

CROSS COUNTRY STORM DRAIN

SIGNAGE AND STRIPING PLAN

STORMWATER CONTROL PLAN

SECTIONS AND SYSTEM MAP

EXISTING CONDITION AND

\*\* FOR BACKFILL AROUND METAL PIPE/CONDUIT.

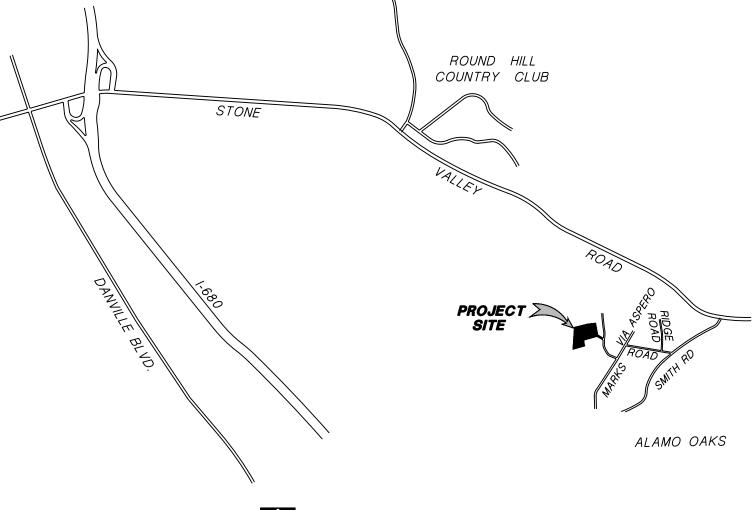
\*\*\* REPORTED AS SOA

SHEET INDEX

8-9

10-12

14



THESE PLANS IDENTIFIED AS "141 DEAN ROAD SUBDIVISION MS 16-0006, SINGLE FAMILY DETACHED RESIDENTIAL, GRADING AND IMPROVEMENT PLANS, ALAMO, CONTRA COSTA COUNTY, CALIFORNIA, DATED SEPTEMBER 13, 2024, SHEETS 1 THROUGH 14 AS LISTED IN SHEET INDEX, HAVE BEEN PREPARED UNDER THE DIRECTION OF AND APPROVED BY:



R.C.E. 53063 EXPIRES 6/30/25 P/A DESIGN RESOURCES, INC.

DATE

REVIEWED BY:

N1-2

D1

*D2* 

*D3* 

DM-01

GR-01

SP-01

SWCP-01

IP-01-02

IP CCSD-01-XX

RAZMIK AVEDIAN

SAN RAMON VALLEY FIRE PROTECTION DISTRICT (SRVFPS) DATE

BASED ON MY REVIEW OF THE GEOTECHNICAL ASPECTS OF THESE PLANS, IT IS MY OPINION THAT THESE PLANS WERE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE FOLLOWING REPORT: THE SOILS REPORT TITLED "GEOTECHNICAL STUDY PROPOSED SINGLE FAMILY RESIDENCE AND POOL AT 141 DEAN ROAD, ALAMO, CALIFORNIA" DATED, FEBRUARY 8, 2022, PREPARED FOR: PAYMUN BUILDING & DEVELOPMENT, INC. PREPARED BY: GEOTECHNIA CONSULTING GEOTECHNICAL ENGINEERS, PROJECT NUMBER: 213587,

LUIS E. MOURA, C.E., G.E., F.ASCE G.E. 2130

DATE

GEOTECNIA, CONSULTING GEOTECHNICAL ENGINEERS

DATE: 12/09/2024 HORIZ. VERT. DESIGN:

CHECKED: SHEET

*1 OF 14 SHEETS* PROJ. NO.22024-20

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**RECEIVED** on 04/07/2025 CDMS25-00

IBDIVISION 141 DEAN GENERAL

#### ATTENTION - SPECIAL INSTRUCTIONS

- 28. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL NECESSARY UTILITY RELOCATIONS AND CONSTRUCTION WITH THE APPROPRIATE UTILITY AGENCIES AND TO OBTAIN REQUIRED PERMITS. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 811 OR 800/227-2600, 48 HOURS PRIOR TO ANY EXCAVATION. THE USA AUTHORIZATION NUMBER SHALL BE KEPT AT THE JOB SITE.
- 29. ALL UTILITY DISTRIBUTION SERVICES SHALL BE PLACED UNDERGROUND.
- 30. PRIOR TO PLACING CURB, SIDEWALK, ASPHALT CONCRETE, SUBBASE OR BASE MATERIAL, ALL UNDERGROUND UTILITIES WITHIN THE RIGHT OF WAY SHALL BE INSTALLED, BACKFILL COMPLETED AND THE PUBLIC WORKS CONSTRUCTION DIVISION NOTIFIED BY EACH OF THE UTILITY COMPANIES HAVING FACILITIES WITHIN THE WORK AREA THAT THE UTILITY INSTALLATION HAS SATISFACTORILY PASSED ACCEPTANCE TESTS.
- 31. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF <u>48 HOURS</u>

  <u>PRIOR</u> TO THE NEED FOR SURVEY STAKING. ANY EARLIER NOTIFICATION
  THAT MAY BE POSSIBLE IN ANTICIPATION OF STAKING NEEDS WILL AID
  THE ENGINEER IN EFFECTIVELY SCHEDULING HIS SURVEYING CREWS.
- 32. THE CONTRACTOR IS RESPONSIBLE FOR PRESERVATION AND/OR PERPETUATION OF ALL EXISTING MONUMENTS (THAT CONTROL THE SUBDIVISIONS, TRACTS, STREETS OR HIGHWAYS, OR PROVIDE SURVEY CONTROL) WHICH WILL BE DISTURBED OR REMOVED DUE TO THE CONTRACTOR'S WORK. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 10 WORKING DAYS NOTICE, TO PROJECT ENGINEER/SURVEYOR, PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS. PROJECT ENGINEER/SURVEYOR SHALL COORDINATE WITH THE CONTRACTOR TO RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR, PER BUSINESS AND PROFESSIONS CODE SECTION 8771.

#### STREET CONSTRUCTION NOTES

- 33. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE (BY ANY MEANS NECESSARY) ALL EXISTING UTILITIES AND IMPROVEMENTS UNLESS OTHERWISE SPECIFIED ON THESE PLANS OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION, AT HIS EXPENSE, OF EXISTING FENCES, STRUCTURES, CONDUITS AND EXISTING IMPROVEMENTS WHICH ARE DAMAGED AND/OR DESTROYED BY HIS PERFORMANCE OF THE WORK SHOWN HEREIN. SAID REPAIRS SHALL BE PERFORMED AS DIRECTED BY THE COUNTY ENGINEER.
- 34. THE CONTRACTOR SHALL BE RESPONSIBLE TO KEEP ALL PUBLIC RIGHTS-OF-WAY AND OFF-SITE AREAS CLEAN FROM ALL DIRT, MUD, DUST AND DEBRIS AT ALL TIMES. ANY OFF-SITE DAMAGE TO COUNTY ROADS, WHICH IS FOUND BY THE COUNTY ENGINEER TO BE A RESULT OF THE GRADING OPERATIONS, SHALL BE CORRECTED BY THE APPLICANT CONTRACTOR.
- 35. DURING GRADING OPERATIONS IN DRY WEATHER, THE CONTRACTOR SHALL WET DOWN GRADING AREAS AND ANY HAUL ROUTES USED BY TRUCKS AND OTHER HEAVY EQUIPMENT AT LEAST TWICE DAILY TO REDUCE AIRBORNE DUST. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY DUST FROM HIS OWN ACTIVITIES OR HIS SUBCONTRACTOR'S ACTIVITIES IN PERFORMING THE WORK UNDER THIS CONTRACT, AND SHALL BE RESPONSIBLE FOR ANY CITATIONS, FINES, OR DAMAGE RESULTING FROM DUST NUISANCE.
  - IN ADDITION, THE NOISE LEVEL AT THE CONTRACTOR'S OPERATION SHALL BE KEPT TO A MINIMUM AS PER COUNTY SPECIFICATIONS.
- 36. SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE THROUGHOUT THE PERIOD OF CONSTRUCTION.
- 37. ANY PROPOSED CONSTRUCTION OPERATIONS THAT WILL TAKE PLACE AT, OR NEAR, FENCE LINES, PROPERTY LINES, AND EXISTING ADJACENT PROPERTY IMPROVEMENTS SHALL BE MAINTAINED AT ALL TIMES DURING THE CONSTRUCTION OPERATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY THESE AREAS WITH THE ENGINEER AND OWNER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 38. THE CONTRACTOR SHALL MAINTAIN EXISTING INGRESS AND EGRESS FOR PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.
- 39. STREETS IN THE VICINITY OF THE SITE SHALL BE MECHANICALLY AND/OR MANUALLY SWEPT CLEAN OF SOIL ON A FREQUENT BASIS TO REDUCE THE ACCUMULATION OF DIRT DURING GRADING.
- 40. THE CONTRACTOR SHALL OBTAIN ALL APPROPRIATE PERMITS FROM THE THE REQUIRED AGENCIES OR PUBLIC UTILITIES PRIOR TO COMMENCEMENT OF WORK.
- 41. ALL RELATIVE COMPACTION TESTS OF SUBGRADE SOILS, AGGREGATE SUBBASE AND BASE COURSE MATERIALS WILL BE SUBJECT TO THE FOLLOWING:

- ANY SCHEDULED RELATIVE COMPACTION TEST THAT IS NOT READY FOR TESTING WITHIN 15 MINUTES OF ARRIVAL OF THE MATERIALS TESTING PERSONNEL WILL BE RESCHEDULED. A FEE WILL BE CHARGED FOR ALL RESCHEDULING.

- SHOULD A RELATIVE COMPACTION TEST FAIL AND CANNOT BE RE-TESTED WITHIN A 15 MINUTE TIME PERIOD FROM THE TIME ALL IN-PLACE MATERIAL HAS BEEN TESTED FOR THAT DAY, A RE-TEST WILL BE REQUIRED. A FEE WILL BE CHARGED FOR RE-TESTING.

FEES FOR RESCHEDULING AND RE-TESTING WILL BE AT CURRENT RATE ESTABLISHED BY THE COUNTY.

42. STENCIL ALL STORM DRAIN INLETS AND CATCH BASINS WITH "NO DUMPING, DRAINS TO CREEK" USING THERMOPLASTIC TAPE.

#### TREE PRESERVATION NOTES

- 43. TREES TO BE SAVED SHALL BE FLAGGED AND MARKED PRIOR TO ANY CLEARING OR STRIPPING WORK AND PROTECTIVE FENCING SHALL BE INSTALLED PRIOR COMMENCING ANY GRADING. LOCATIONS OF FENCING SHALL BE DETERMINED IN THE FIELD BY THE CONSULTING ARBORIST UPON COMPLETION OF THE STAKING OF DAYLIGHT LINES.
- 44. ANY TREE ROOTS EXPOSED DURING GRADING/EXCAVATING ACTIVITIES SHALL BE CUT BACK CLEANLY TO THE EDGE OF THE EXCAVATION WITH HAND SHEARS.
- 45. NO GRADING, DEMOLITION, CONSTRUCTION OR OTHER WORK SHALL OCCUR WITHIN THE FENCED TREE PROTECTION ZONE EXCEPT UNDER THE SUPERVISION OF THE CONSULTING ARBORIST.
- 46. IF INJURY SHOULD OCCUR TO ANY TREE DURING CONSTRUCTION, IT SHOULD BE EVALUATED AS SOON AS POSSIBLE BY THE CONSULTING ARBORIST SO THAT APPROPRIATE TREATMENTS CAN BE APPLIED.
- 47. IRRIGATION OF EXISTING TREES SHALL BE PERFORMED AS RECOMMENDED BY THE CONSULTING ARBORIST.
- 48. NO EXCESS SOIL, CHEMICALS, DEBRIS, EQUIPMENT OR OTHER MATERIALS SHALL BE DUMPED OR STORED WITHIN THE FENCED TREE PROTECTION ZONE OF ANY EXISTING TREES.
- 49. ANY ADDITIONAL TREE PRUNING NEEDED FOR CLEARANCE DURING CONSTRUCTION MUST BE PERFORMED BY A CERTIFIED ARBORIST AND NOT BY NOT BY CONSTRUCTION PERSONNEL.
- 50. BEFORE THE START OF ANY CLEARING, STOCKPILING, TRENCHING, GRADING, COMPACTION, PAVING OR CHANGE IN GROUND ELEVATION ON A SITE WITH TREES TO BE PRESERVED, THE APPLICANT SHALL INSTALL FENCING AT THE DRIPLINE OR OTHER AREAS, AS DETERMINED BY AN ARBORIST REPORT, OF ALL TREES ADJACENT TO OR IN THE AREA TO BE ALTERED. BEFORE GRADING OR ISSUANCE OF ANY PERMITS, THE FENCES MAY BE INSPECTED AND THE LOCATION THEREOF APPROVED BY APPROPRIATE COUNTY STAFF
- 51. NO GRADING, COMPACTION, STOCKPILING, TRENCHING, PAVING OR CHANGE IN GROUND ELEVATION SHALL BE PERMITTED WITHIN THE DRIPLINE UNLESS INDICATED ON THE GRADING PLANS APPROVED BY THE COUNTY AND ADDRESSED IN ANY REQUIRED REPORT PREPARED BY AN ARBORIST. IF GRADING OR CONSTRUCTION IS APPROVED WITHIN THE DRIPLINE, AN ARBORIST MAY BE REQUIRED TO BE PRESENT DURING GRADING OPERATIONS. THE ARBORIST SHALL HAVE THE AUTHORITY TO REQUIRE PROTECTIVE MEASURES TO PROTECT THE ROOTS. UPON COMPLETION OF GRADING AND CONSTRUCTION, AN ARBORIST SHALL PREPARE A REPORT OUTLINING FURTHER METHODS REQUIRED FOR TREE PROTECTION IF ANY ARE REQUIRED. ALL ARBORIST EXPENSE SHALL BE BORNE BY THE DEVELOPER AND APPLICANT.
- 52. NO PARKING OR STORING OF VEHICLES, EQUIPMENT, MACHINERY OR CONSTRUCTION MATERIALS, OR DUMPING OF CHEMICALS SHALL BE PERMITTED WITHIN THE DRIPLINE OF ANY TREE TO BE SAVED. SPECIFICALLY, NO TRAFFIC SHALL DRIVE OR PARK UNDER TREE NUMBER 4 UNTIL THE ENTRY ROAD IS COMPLETED AND PAVED.
- 53. DURING GRADING, A QUALIFIED ARBORIST SHALL BE ON SITE TO ASSURE COMPLIANCE WITH THE CONDITIONS REGARDING TREE PROTECTION, AS PER CONDITION OF APPROVAL
- 54. ANY CONSTRUCTION UNDER THE DRIP LINE OF THE TREE ENTERANCE, NEEDS TO BE PERFORMED WITH SMALL EQUIPMENT & HAND DIGGING, AT LEAST FOR THE FIRST 30" TO 40" FROM THE EXISTING GRADE. IN CASE OF ENCOUNTERING ANY MAJOR ROOT SYSTEM, THE CONTRACTOR SHALL SEEK THE PROJECT ARBORIST'S (JOHN C. TRAVERSO 510/715-1883) OPINION TO AVOID ANY DAMAGE TO THE EXISTING ROOT SYSTEM.

## PRECONSTRUCTION SURVEYS

55. PRIOR TO COMMENCEMENT OF ANY SITE WORK, THE APPLICANT SHALL CONDUCT PRECONSTRUCTION SURVEYS FOR THE PRESENCE OF BIG TARPLANT, FRAGRANT FRITILITY, MOUNT DIABLO FAIRY LANTERN, ALAMEDA WHIPSNAKE, WESTERN POND TURTLE AND CALIFORNIA RED-LEGGED FROG. ALL SURVEYS SHALL FOLLOW THE STANDARDIZED PROTOCOLS AS SPECIFIED BY THE USFWS AND OR CDFW WHERE APPLICABLE. IF ANY OF THE IDENTIFIED SENSITIVE SPECIES ARE DISCOVERED THE APPLICANT SHALL ENTER INTO CONSULTATIONS WITH THE APPROPRIATE AGENCY TO DETERMINE APPROPRIATE MEASURES FOR IMPLEMENTATION. ANY NECESSARY CONSULTATIONS AND MITIGATION FOR SPECIAL STATUS SPECIES SHALL OCCUR PRIOR TO ISSUANCE OF ANY GRADING PERMIT OR BUILDING PERMIT, WHICHEVER OCCURS FIRST.

## GRADING SECTION GENERAL NOTES

56. "BY ACCEPTING THIS PERMIT, THE PERMITTEE, FOR HIMSELF, HIS CONTRACTORS, AND EMPLOYEES, PROMISES TO SAVE, INDEMNIFY AND HOLD HARMLESS THE COUNTY OF CONTRA COSTA AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ALL LIABILITIES AND CLAIMS FOR DAMAGES BY REASON IN INJURY OR DEATH TO ANY PERSON(S), OR DAMAGE TO PROPERTY, FROM ANY CAUSE WHATSOEVER WHILE IN, UPON OR IN ANY WAY CONNECTED WITH THE WORK COVERED BY THIS GRADING PERMIT, AND DOES FURTHER PROMISE TO DEFEND THESE INDEMNITEE IN ANY CLAIM OR ACTION ARISING OUT OF OR AS RESULT OF THE WORK DONE UNDER THIS PERMIT" (CONTRA COSTA GRADING ORDINANCE CODE SECTION 716-4.1412 INDEMNITY CLAUSE REQUIRED.)

- 57. ALL GRADING, SITE PREPARATION, PLACING AND COMPACTION OF FILL TO BE DONE IN ACCORDANCE WITH CONTRA COSTA COUNTY GRADING ORDINANCE NO. 99-46; ALSO UNDER THE DIRECT OBSERVATION OF THE SOIL ENGINEER. SUBSEQUENT TO COMPLETION OF THE WORK, THE SOIL ENGINEER SHALL SUBMIT TO THE COUNTY BUILDING INSPECTION DEPARTMENT A REPORT STATING THAT ALL WORK HAS BEEN DONE TO ITS SATISFACTION.
- 58. CONTRACTOR SHALL NOTIFY CONTRA COSTA COUNTY GRADING SECTION 48-HOURS PRIOR TO START OF WORK (SCHEDULE A # 600 PRE-CONSTRUCTION MEETING INSPECTION)
- 59. ALL CUT SLOPES SHALL BE ROUNDED TO MEET EXISTING GRADES AND BLEND WITH SURROUNDING TOPOGRAPHY. ALL GRADED SLOPES SHALL BE PLANTED WITH SUITABLE GROUND COVER.
- 60. ANY DEVIATION FROM APPROVED PLAN REQUIRES APPROVAL OF THE CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT (CCCDCD) PLANNING DIVISION AND GRADING SECTION PRIOR TO ANY CHANGES OCCURRING AT THE PERMITTED SITE.
- 61. ALL SLIDE REPAIR WORK, KEYWAYS, SUBDRAIN INSTALLATION, AND BUTTRESS FILLS WORK SHALL BE INSPECTED BY THE GRADING SECTION. REPORT FROM THE SOIL ENGINEER SHALL BE SUBMITTED TO THE GRADING SECTION REGARDING THE SLIDE REPAIR AND/OR SUBDRAIN INSTALLATION, AND A SCALED DRAWING OF THE HORIZONTAL AND VERTICAL LOCATION OF ALL KEYWAY EXCAVATIONS, AND ALL SUBDRAIN IMPROVEMENT INSTALLATION.
- 62. DURING GRADING OPERATIONS, CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES ON SITE AND HAUL ROUTES, AND ALL OTHER STORM WATER POLLUTION PREVENTION REGULATIONS DURING DRY SEASONS.
- 63. A 601 ROUGH GRADE INSPECTION APPROVAL REQUIRED PRIOR TO THE COMMENCEMENT OF ANY FOUNDATION CONSTRUCTION ACTIVITY UNDER ANY SEPARATE BUILDING PERMIT.
- 64. A FINAL REPORT BY THE CIVIL ENGINEER CERTIFYING THAT ALL GRADING, LOT DRAINAGE AND DRAINAGE FACILITIES HAVE BEEN COMPLETED AND THE SLOPE PLANNING INSTALLED IN CONFORMANCE WITH THE APPROVED PLANS, SHALL BE SUBMITTED TO THE COUNTY PRIOR TO ISSUANCE OF BUILDING PERMITS..
- 65. EROSION AND SEDIMENT CONTROL PLANS ARE REQUIRED DURING ALL SEASONS. COMPLIANCE TO STATE, COUNTY AND LOCAL GOVERNMENT STORM WATER POLLUTION PREVENTION REGULATIONS IS AT ALL TIME (YEAR ROUND). PROTECTION OF ALL BARE SOILS IS REQUIRED OCTOBER 1ST THROUGH MAY 1ST, AND IN THE EVENT OF AN EXTENDED RAINY SEASON.
- 66. IF THERE ARE ANY EXISTING WATER WELLS ON THIS PROPERTY, YOU SHALL CONTACT THE COUNTY DEPARTMENT OF HEALTH SERVICES, ENVIRONMENTAL HEALTH DIVISION PRIOR TO ANY GRADING IN THE IMMEDIATE VICINITY OF THESE WELLS.
- 67. GRADING OPERATIONS ARE ALLOWED FROM 7:30 A.M. TO 5:30 P.M. MONDAY THROUGH FRIDAY, WEEKEND AND FEDERAL HOLIDAYS EXCLUDED. UNLESS OTHERWISE PERMITTED IN WRITING BY THE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.
- 68. DELIVERIES ARE TO BE ALLOWED ONLY BETWEEN 7:30 A.M. TO 5:30 P.M. MONDAY THROUGH FRIDAY, WEEKEND AND FEDERAL HOLIDAYS EXCLUDED. UNLESS OTHERWISE PERMITTED IN WRITING BY THE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.
- 69. LARGE TRUCKS AND HEAVY EQUIPMENTS ARE SUBJECT TO THE SAME RESTRICTIONS THAT ARE IMPOSED ON CONSTRUCTION ACTIVITIES, EXCEPT THAT THE HOURS ARE LIMITED TO: 9:00 AM TO 4:00 PM.

MS 16-0006 ROAD RR SYSTEM MA

SUBDIVISION A 141 DEAN ANITARY SEWE



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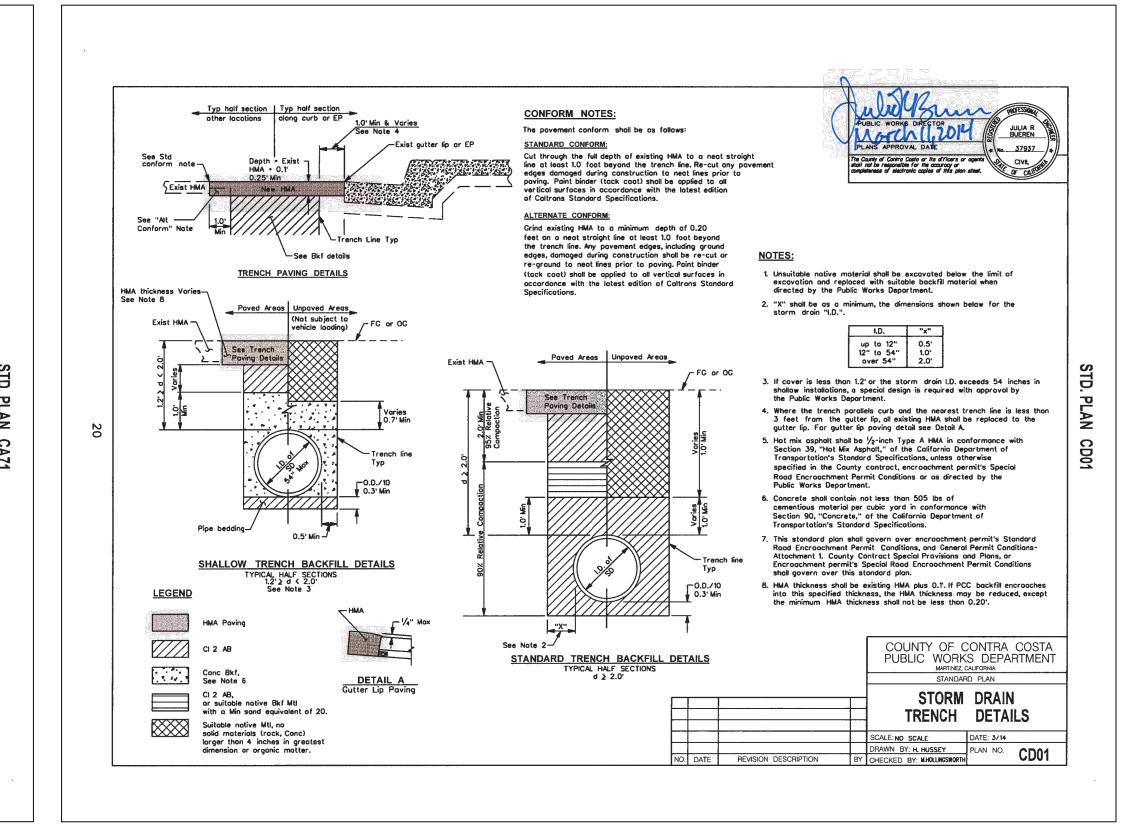
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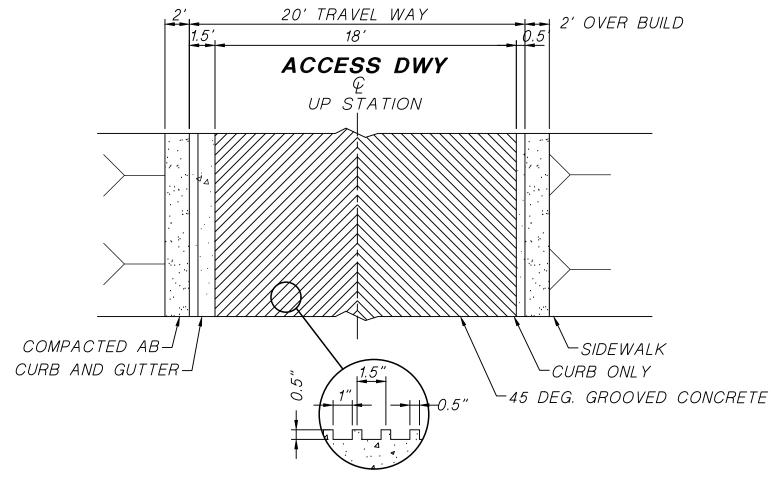
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2 OF 14 SHEETS
PROJ. NO. 22024-20



PAE, EVAE, PUE, SSE AND WE 7.4' -TC=CL+0.70 W-LAT. 11. Oʻ *\*-8" GROOVED CONCRETE OVER 4" AB - SEE SECTION B-B SOILS ENGINEER NOT TO SCALE RECOMMENDATION FOR SEE SHEET GR-01 **SPECIFICATIONS** FOR LOCATION



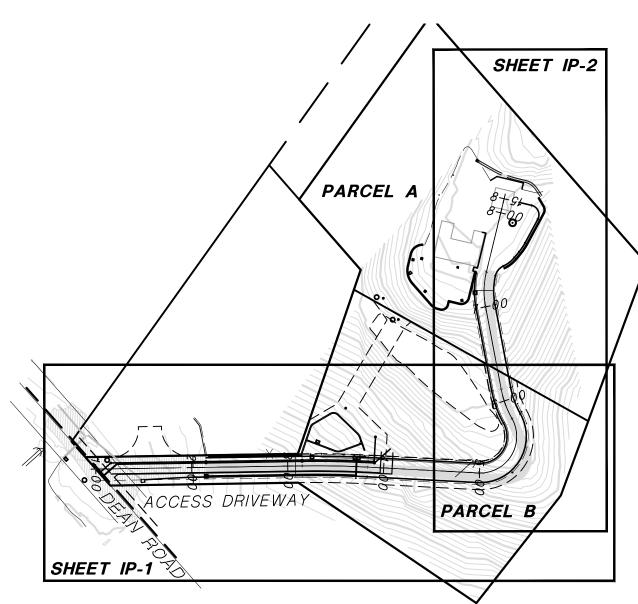
GROOVED CONCRETE DETAIL AND NOTE

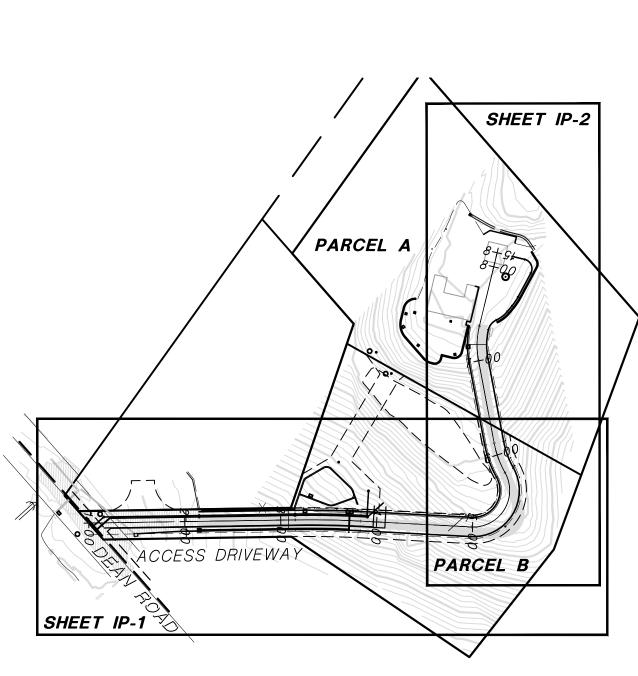
N.T.S.

8" GROOVED CONCRETE OVER 4" AB FROM STA: 2+15 TO END. SEE SOILS ENGINEER RECOMMENDATION FOR SPECIFICATIONS.

GROOVED CONCRETE SHALL BE 1/2 INCH (13 MM) WIDE BY 1/2 INCH (13 MM) DEEP AND 1 1/2 INCHES (38 MM) ON CENTER WITH A 30-45 DEGREE ANGLE TO THE CENTERLINE OF THE ROADWAY IN ACCORDANCE WITH SAN RAMON VALLEY FIRE PROTECTION DISTRICT, ACCESS ROADWAYS, GRADES AND TYPE OF SURFACE, HAVING A GRADE OF BETWEEN 16% AND 20%.

SUBGRADE SHALL BE COMPACTED PER GEOTECHNICAL ENGINEER RECOMMENDATIONS PAVEMENT SECTIONS SHALL BE BASED ON "R" VALUE FIELD TESTS AND DETERMINED BY THE COUNTY PUBLIC WORKS DEPARTMENT AFTER GRADING OF ROADWAY.





INDEX MAP

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PUBLIC UTILITIES EASEMENT

REINFORCED CONCRETE PIPE

POINT OF VERTICAL CURVE INTERSECTION

POLY VINYL CHLORIDE

RIGHT OF WAY

RADIAL POINT

STORM DRAIN

SIDE OPENING

STRUCTURE

TRANSITION

VERTICAL

TOP OF WALL

VERTICAL CURVE

WATER LATERAL

SPOT ELEVATION

WATER LINE EASEMENT

TOP OF CURB

SANITARY SEWER

SANITARY SEWER LATERAL

SAINTARY SEWER EASEMENT

SIDEWALK

RIGHT

PUE

PVC

PVI

RCP

ROW

RP

RT

S/W

SD

S.O.

SS

SSE

STR

TC

TW

**VERT** 

VC

WE

WLAT

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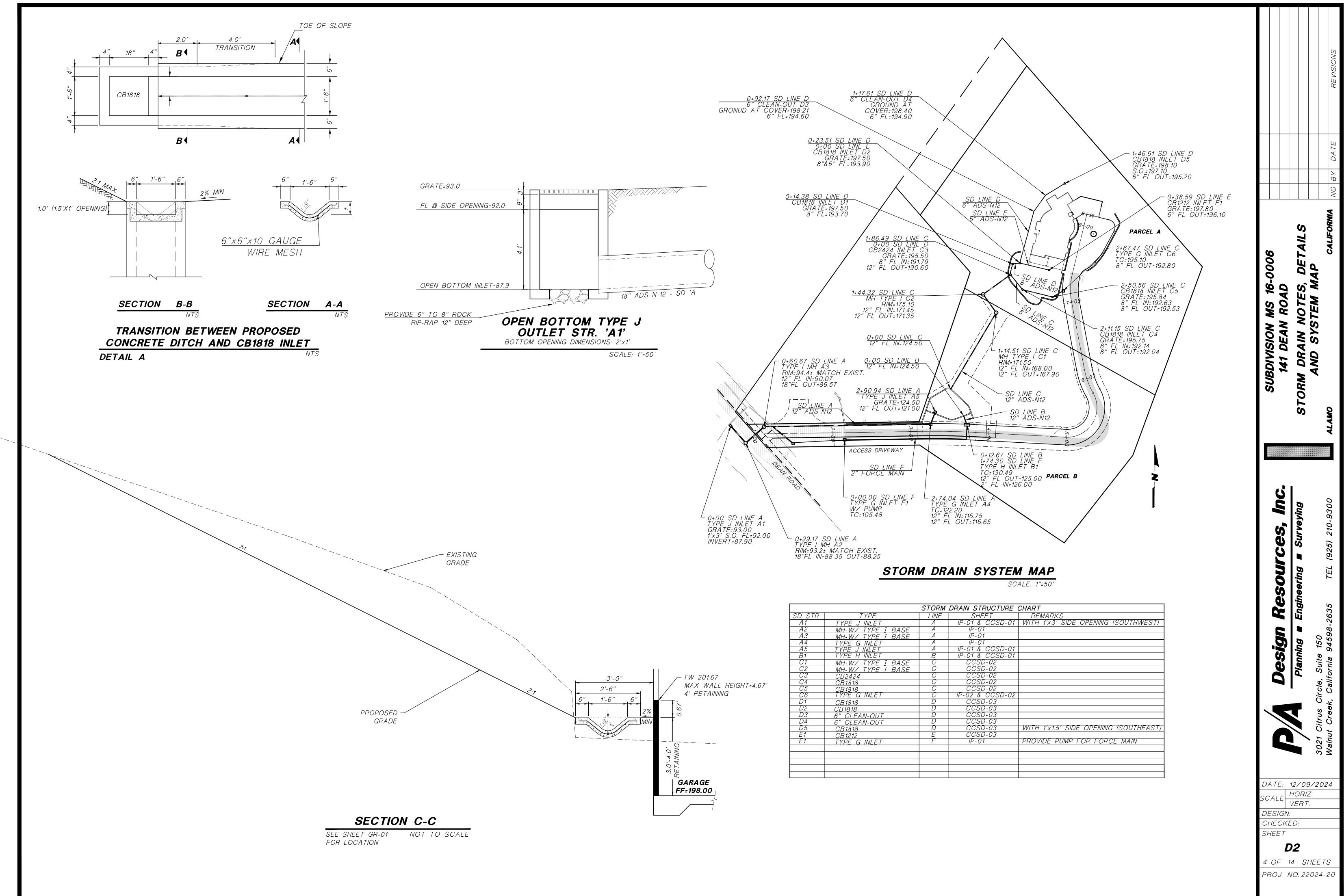
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SUBDIVISION 141 DEAN

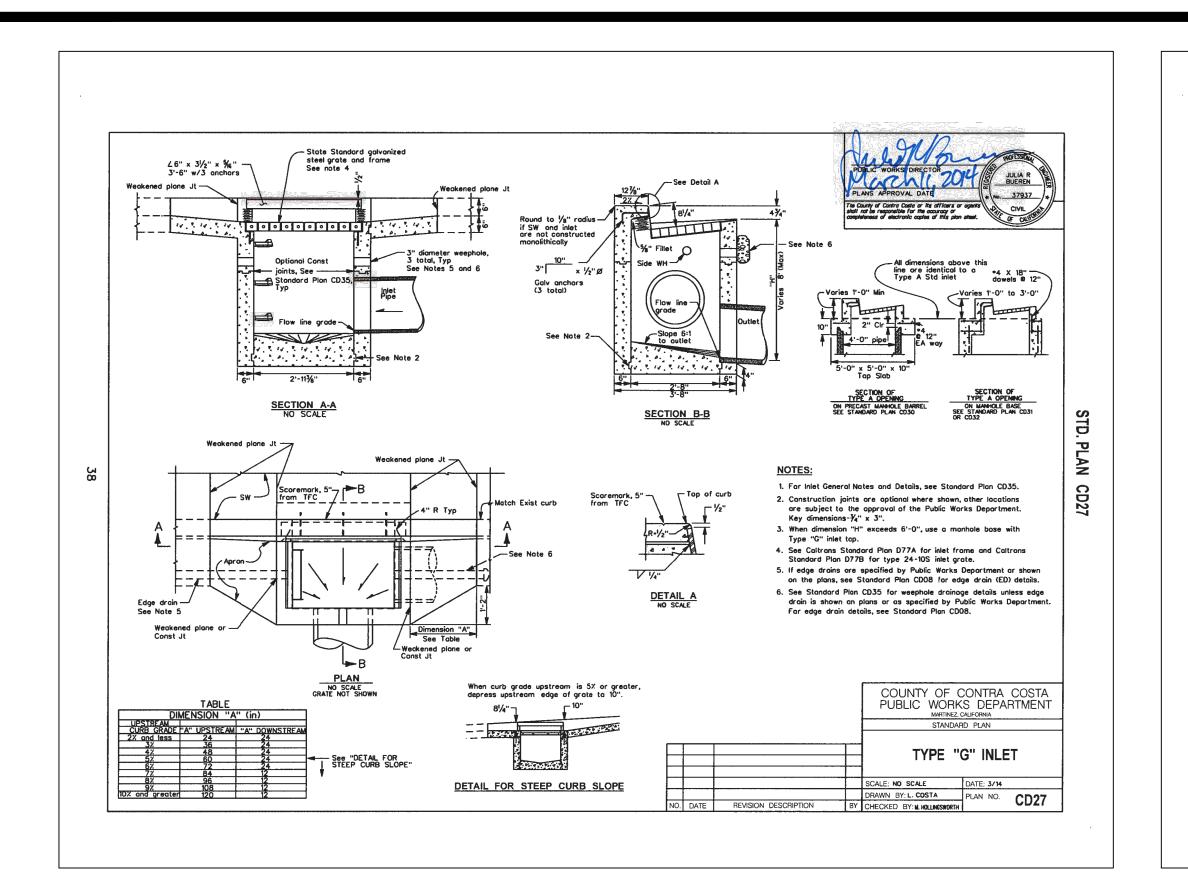
DATE: 12/09/2024 HORIZ. VERT. DESIGN:

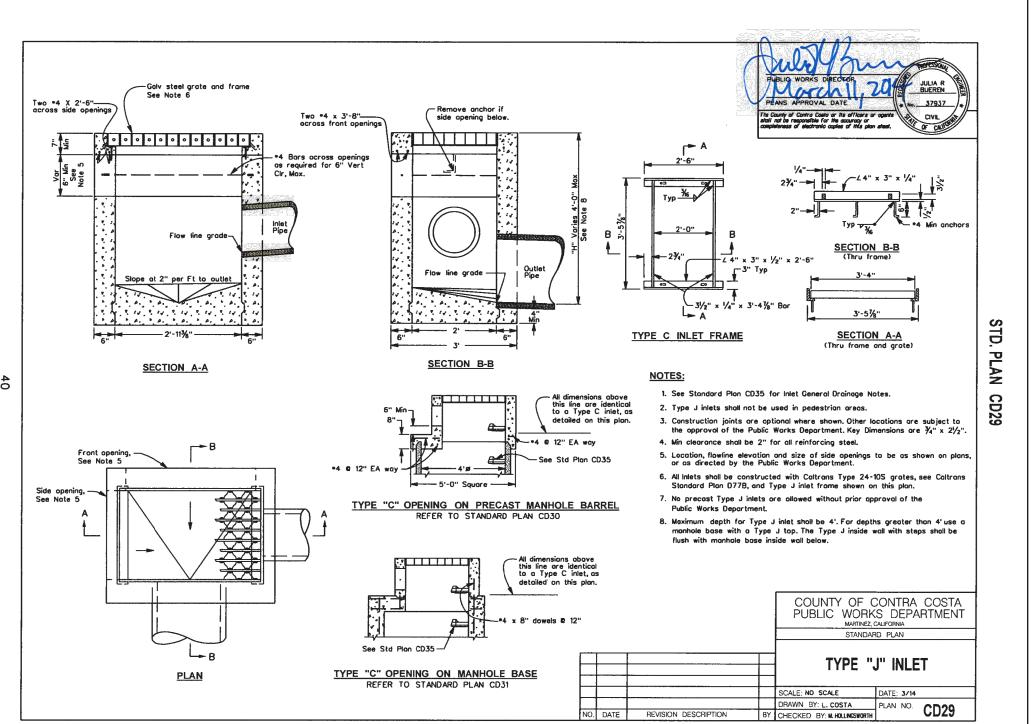
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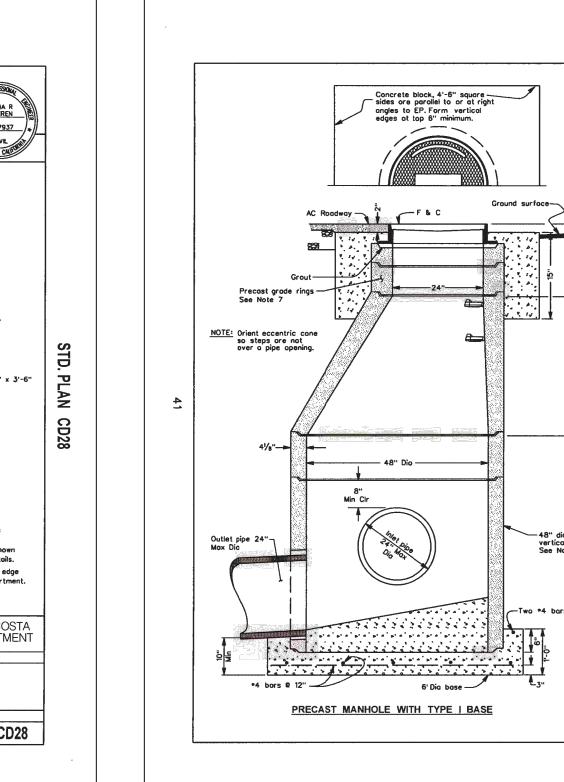
3 OF 14 SHEETS PROJ. NO. 22024-20

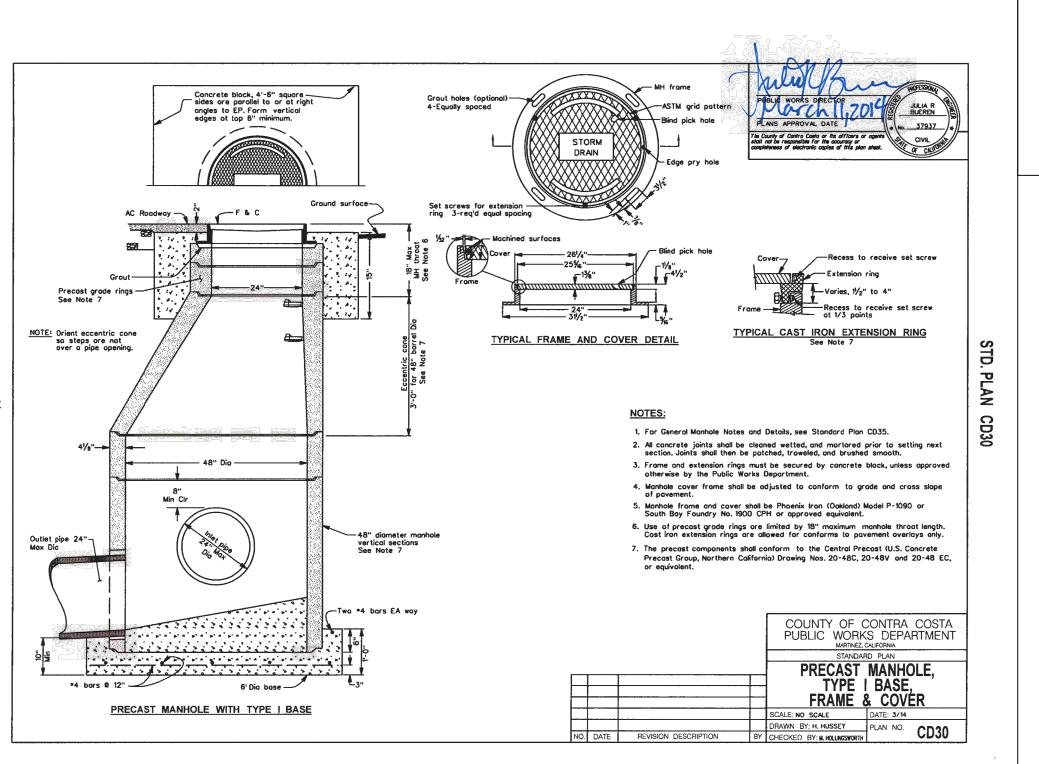


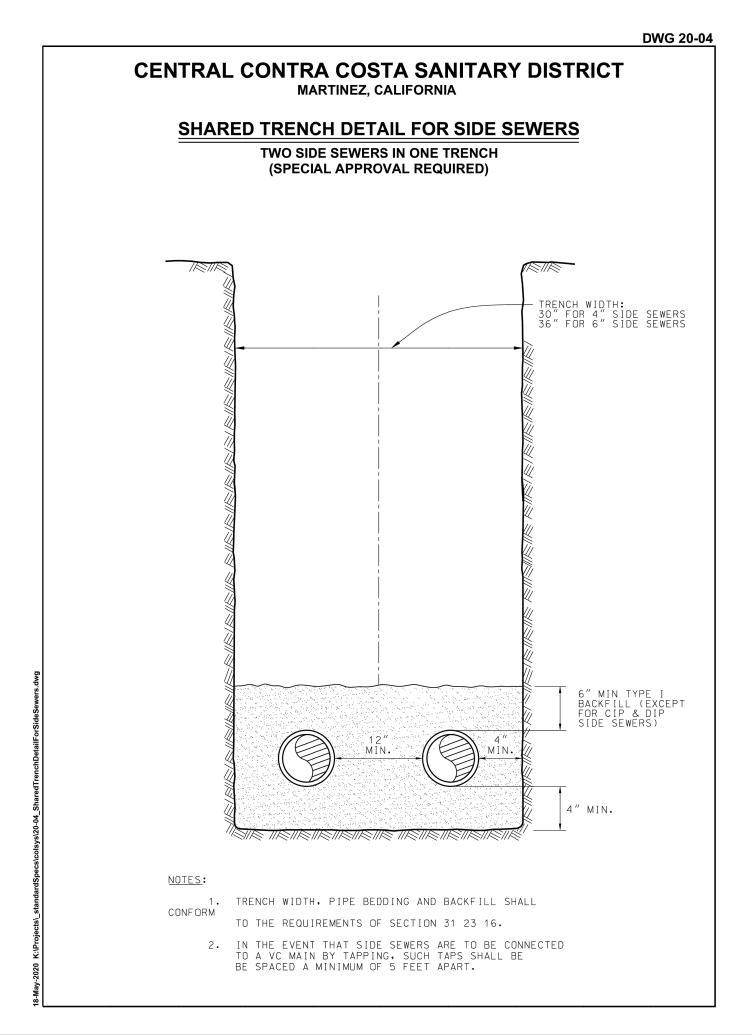
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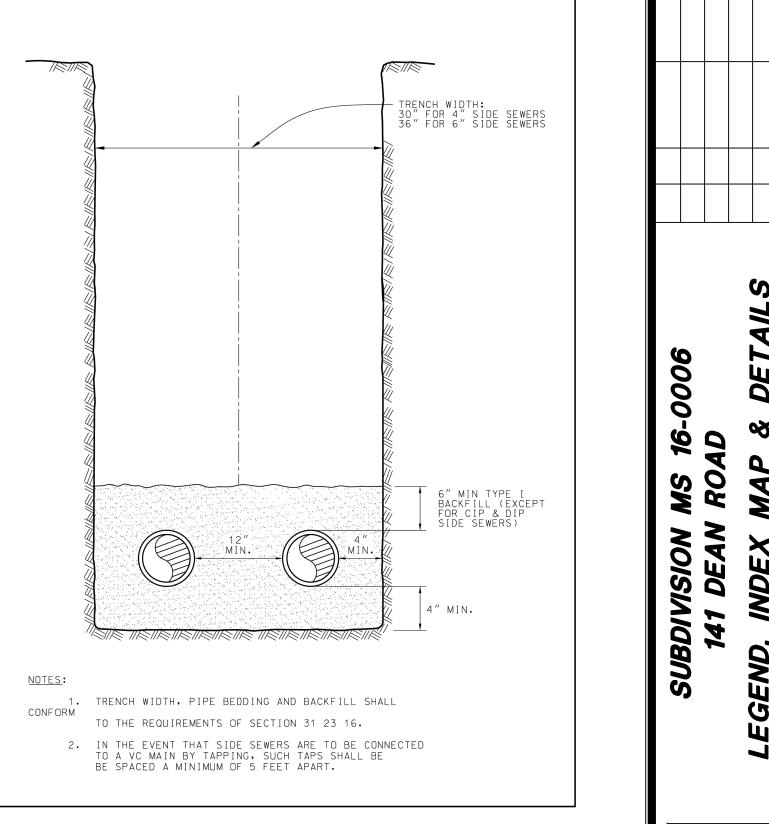












DATE: 12/09/2024 HORIZ. VERT. DESIGN:

CHECKED: SHEET

5 OF 14 SHEETS PROJ. NO. 22024-20

See Det C wн.<del>---</del>-О 3" diometer weephole, 3 total, Typ See Notes 5 and 6 W5 x 18.5 x 3'-5" joints, See Standord Plan CD35, Typ Esta A DETAIL B Round to 1/8" rodius if inlet and SW are not constructed monolithically. 12%" Scoremark, 5" from TFC See Det B SECTION B-B SECTION A-A x ½"ø— W5 x 18.5 x 3'-5" Golv //2"ø stove bolts ond lock woshers Ploce between grote Weakened ---I plone Jt 4" R, Typ 1. For Inlet General Notes and Details, see Standard Plan CD35. Construction joints are optional where shown, other locations ore subject to the approval of the Public Works Department.
 Key dimensions-¾" x 3". 3. When dimension "H" exceeds 12'-0", use a manhale base with Type "H" inlet top.

4. See Coltrans Standard Plan D77A for inlet frome and Caltrans Standard Plan D77B for type 24-10S inlet grate.

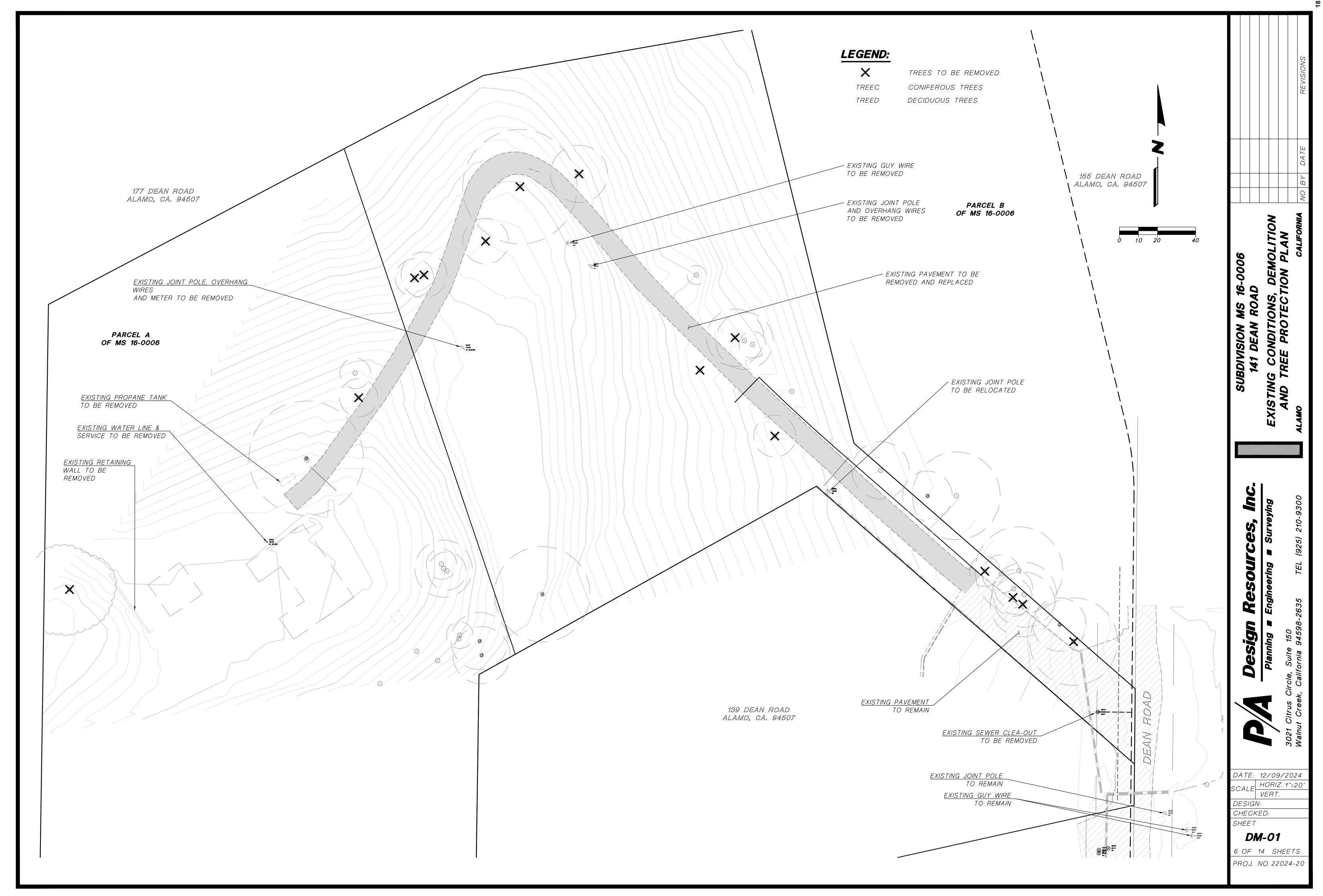
5. If edge drains are specified by Public Works Department or shown on the plans, see Standard Plan CD08 for edge drain (ED) details. See Standard Plan CD35 for weephole drainage details unless edge drain is shown on plans or as specified by Public Works Department. For edge drain details, see Standard Plan CD08. b L→ B When curb grade upstream is 5% or greater. Depress upstream edge of grate fromes to 10 inches. COUNTY OF CONTRA COSTA PUBLIC WORKS DEPARTMENT MARTINEZ, CALIFORNIA DIMENSION "A" (in) UPSTREAM

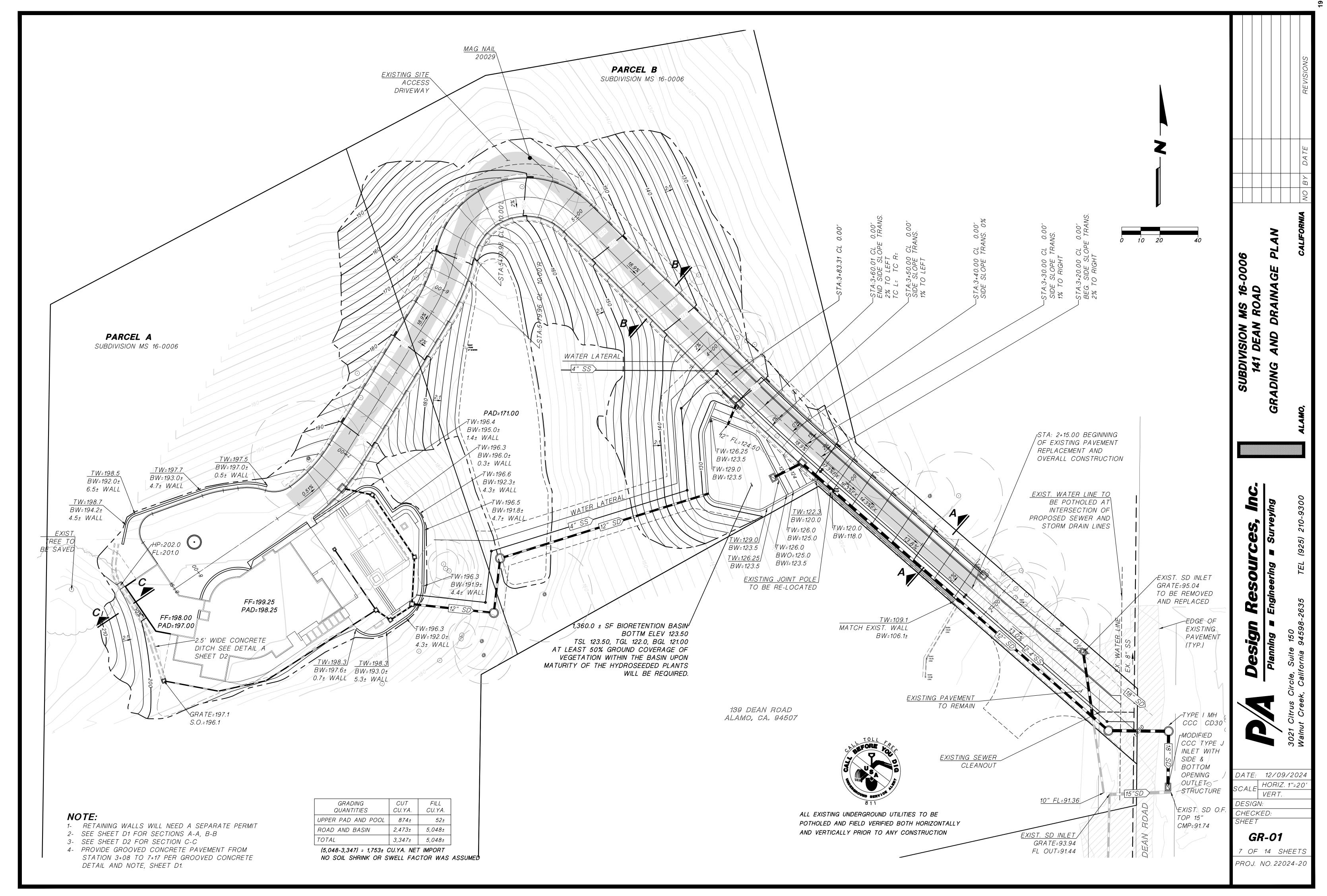
CURB GRADE "A" UPSTREAM "A" DOWNSTREAM

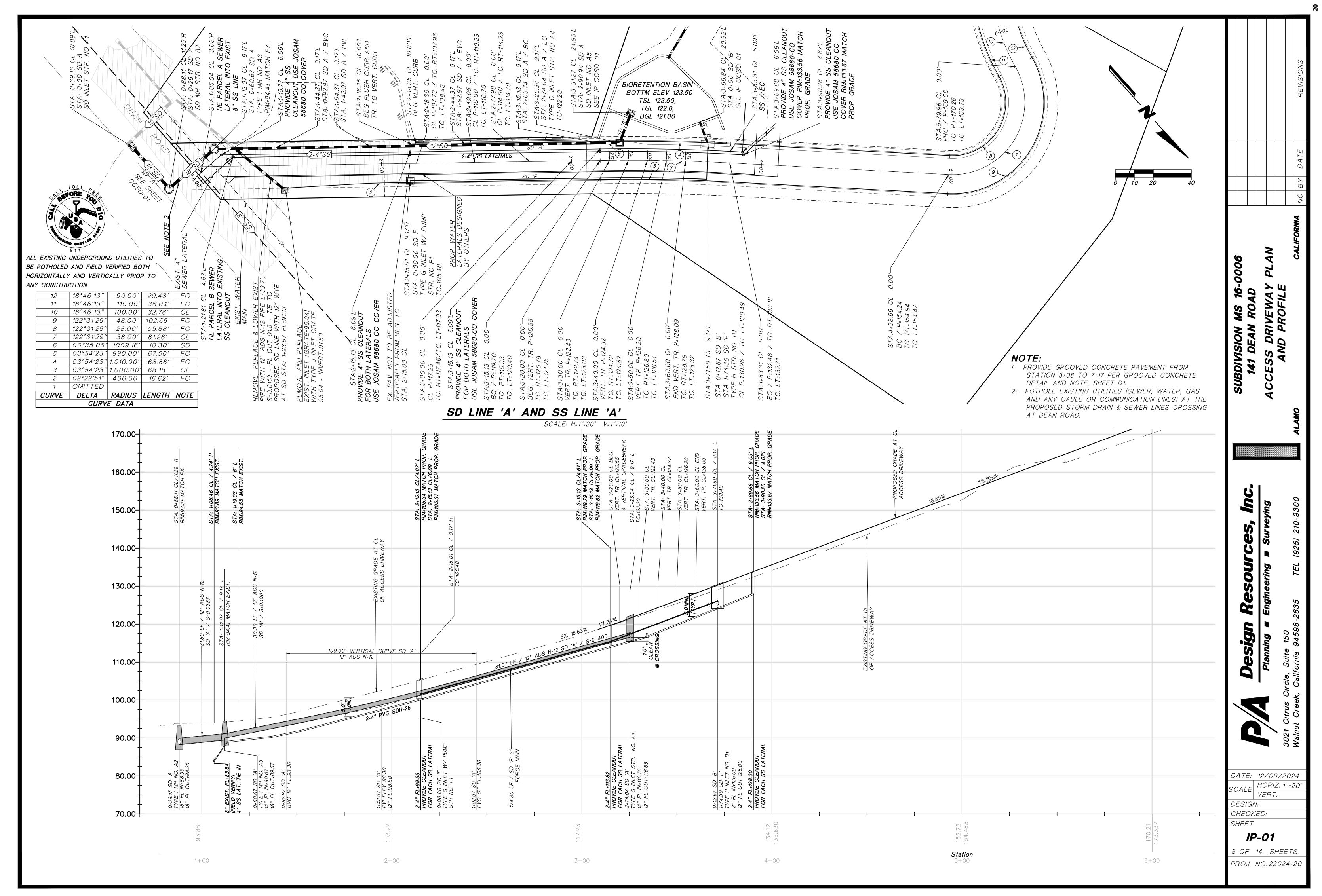
2% and less 24 24

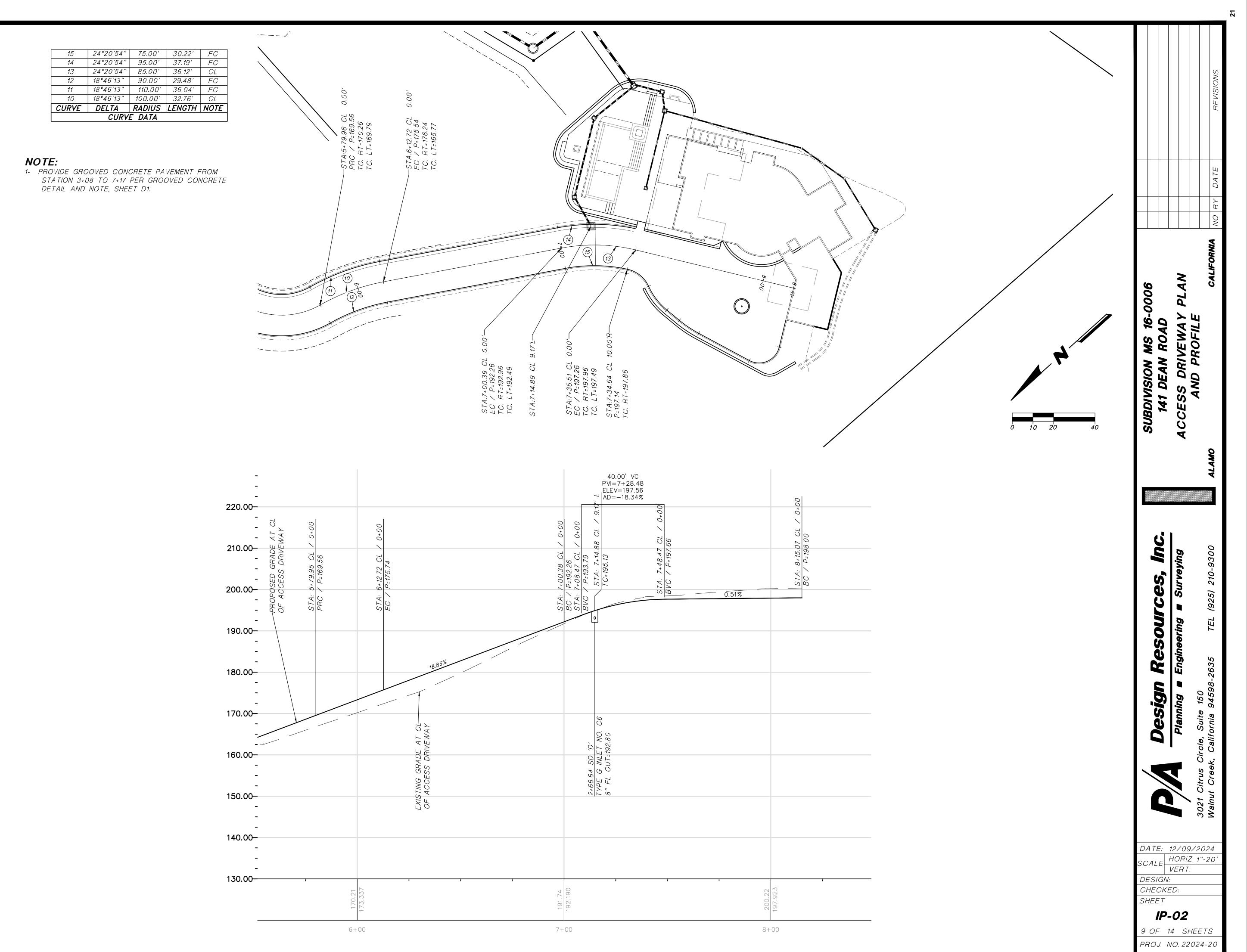
37. 36 24 STANDARD PLAN TYPE "H" INLET DETAIL FOR STEEP CURB SLOPE

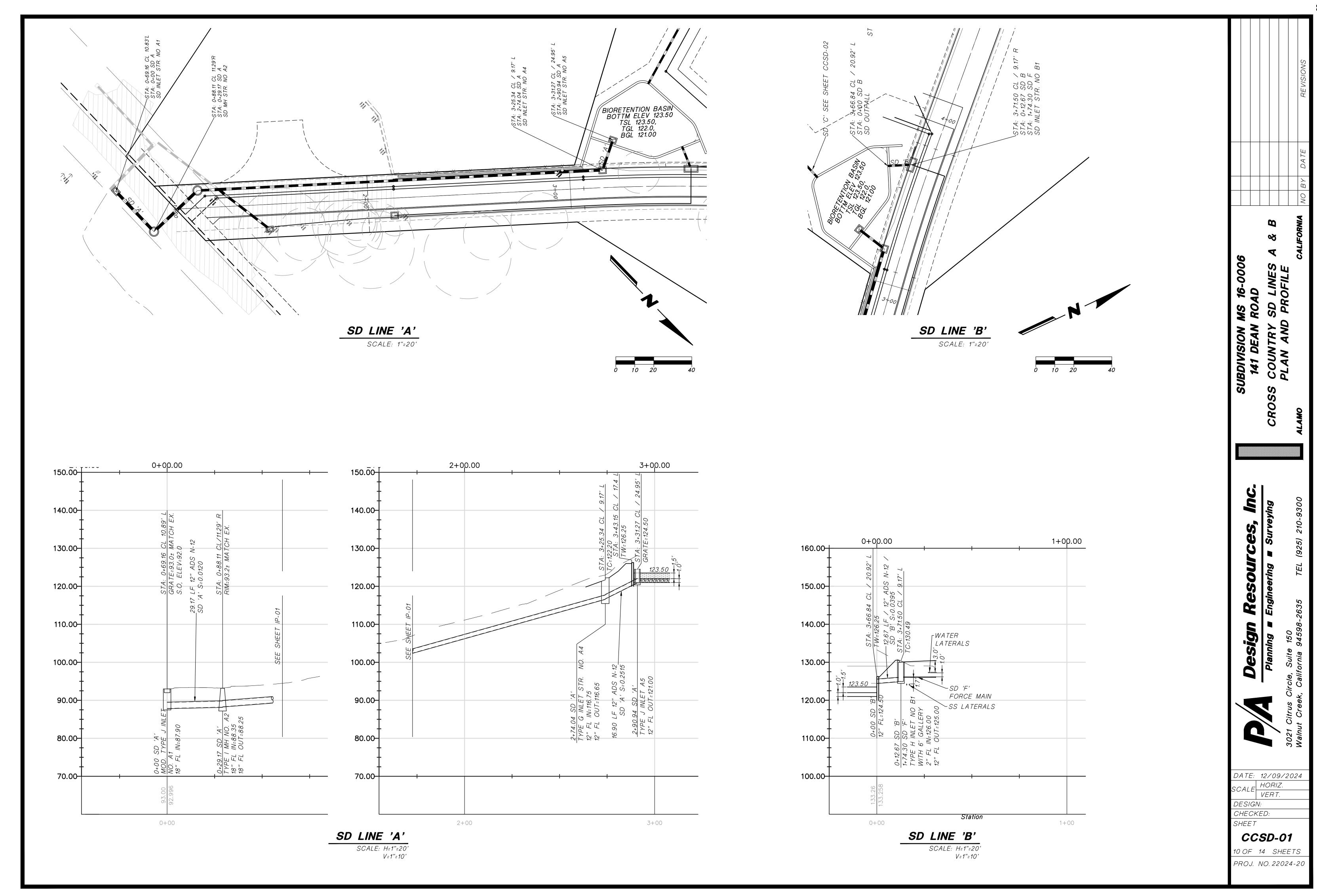
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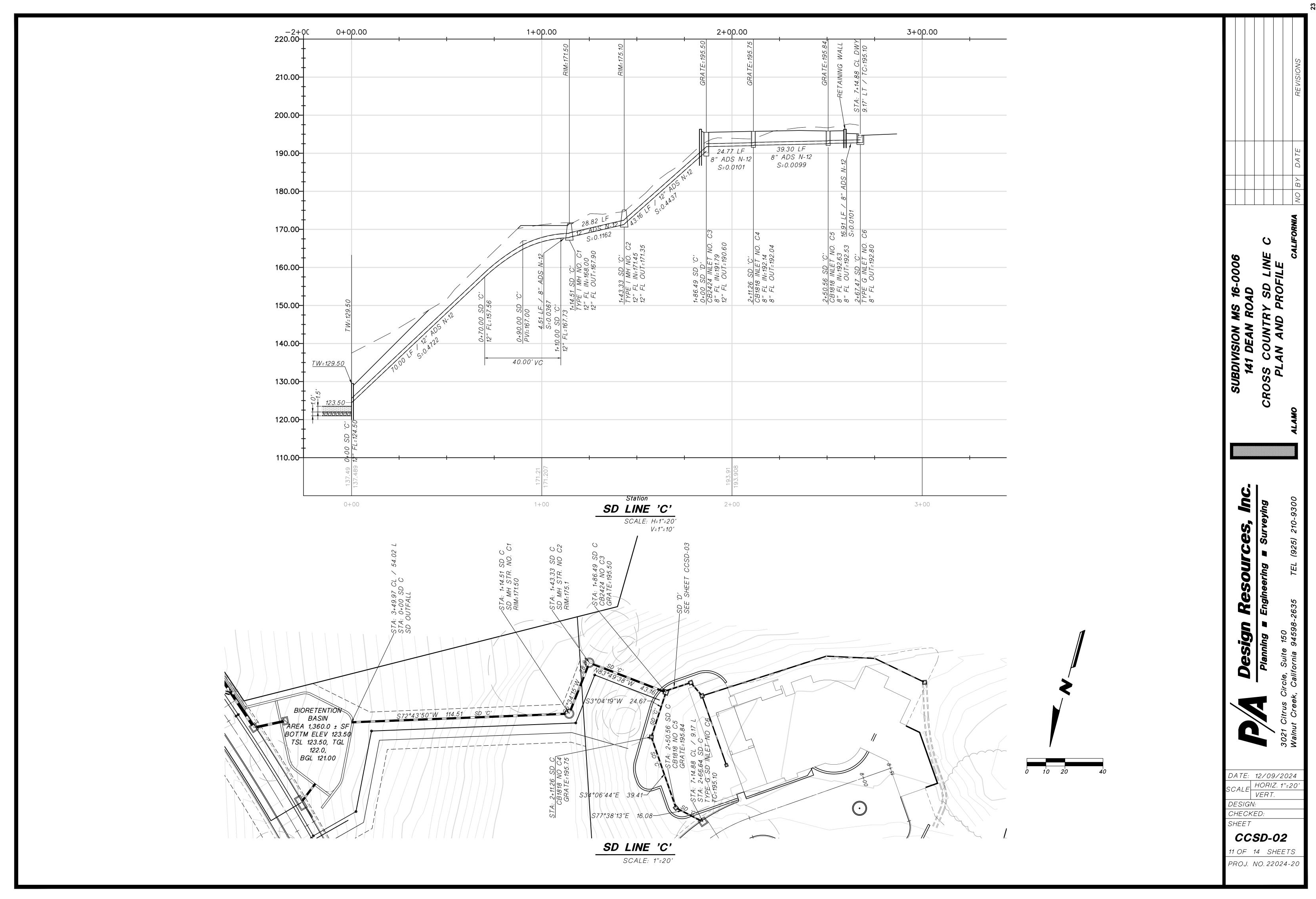


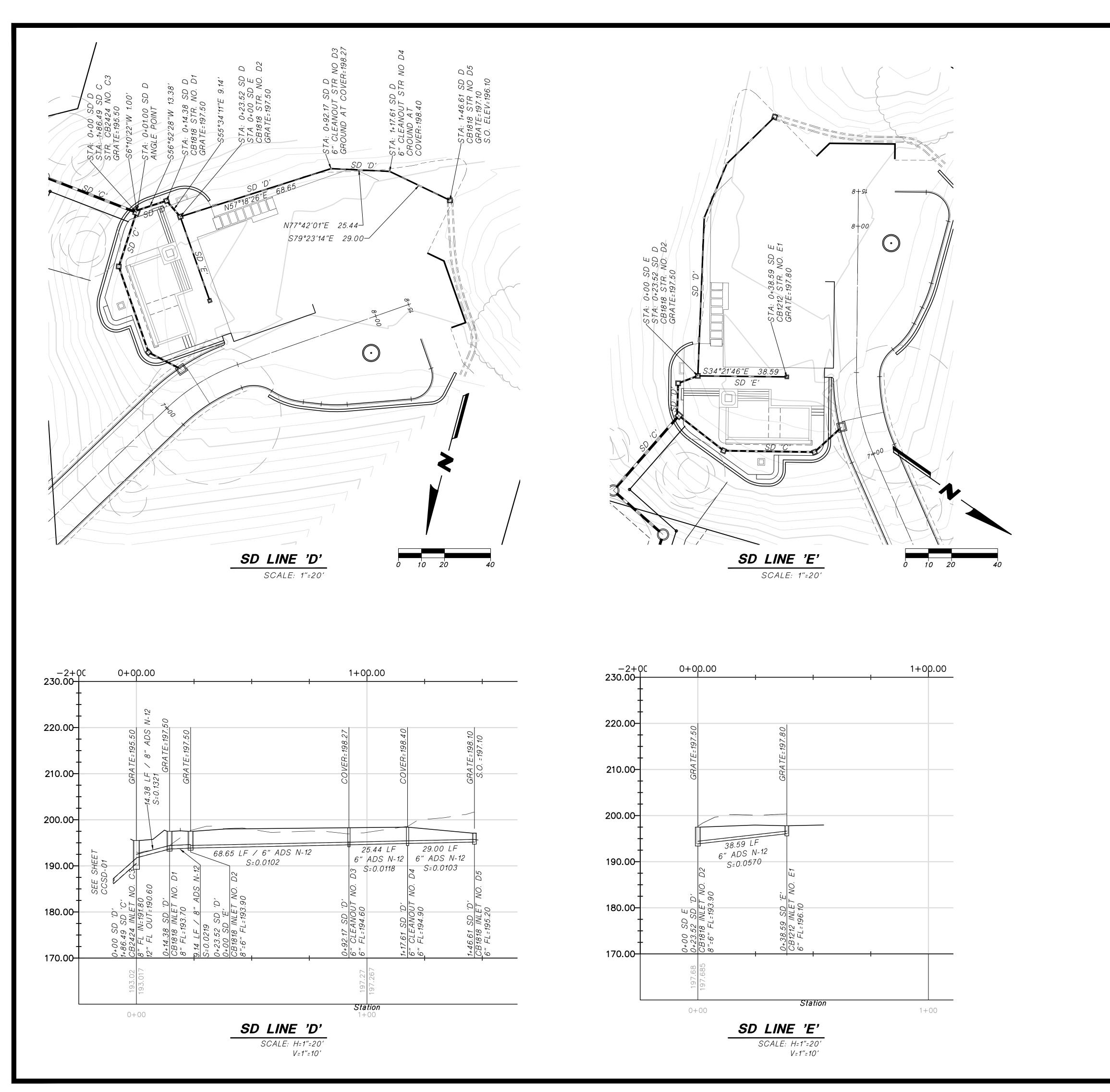












SUBDIVISION MS 16-0006
141 DEAN ROAD
CROSS COUNTRY SD LINE D &
PLAN AND PROFILE

<u>८</u>|

Resources, In Engineering Surveying

9, Suite 150

DATE: 12/09/2024

SCALE HORIZ. 1"=20'

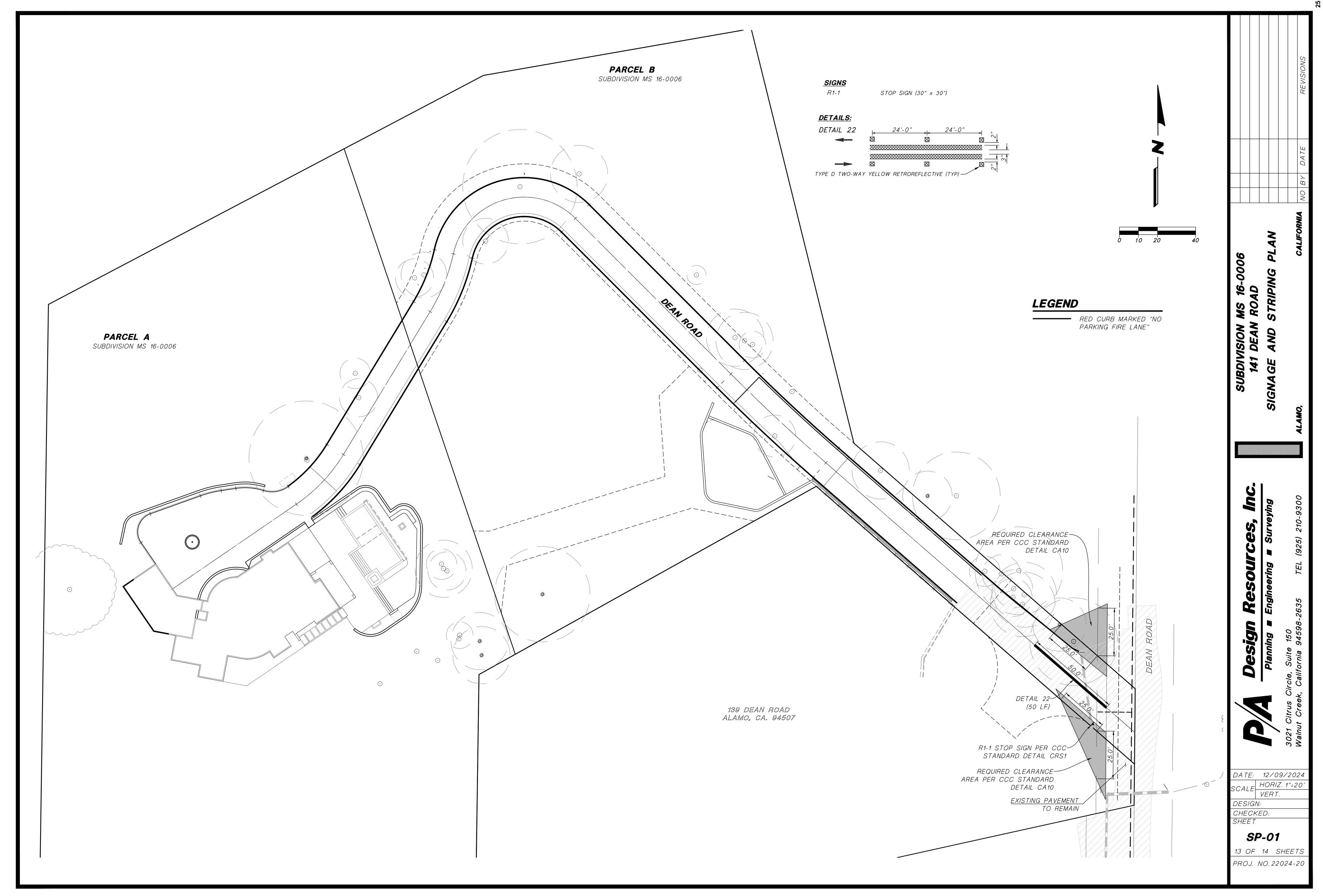
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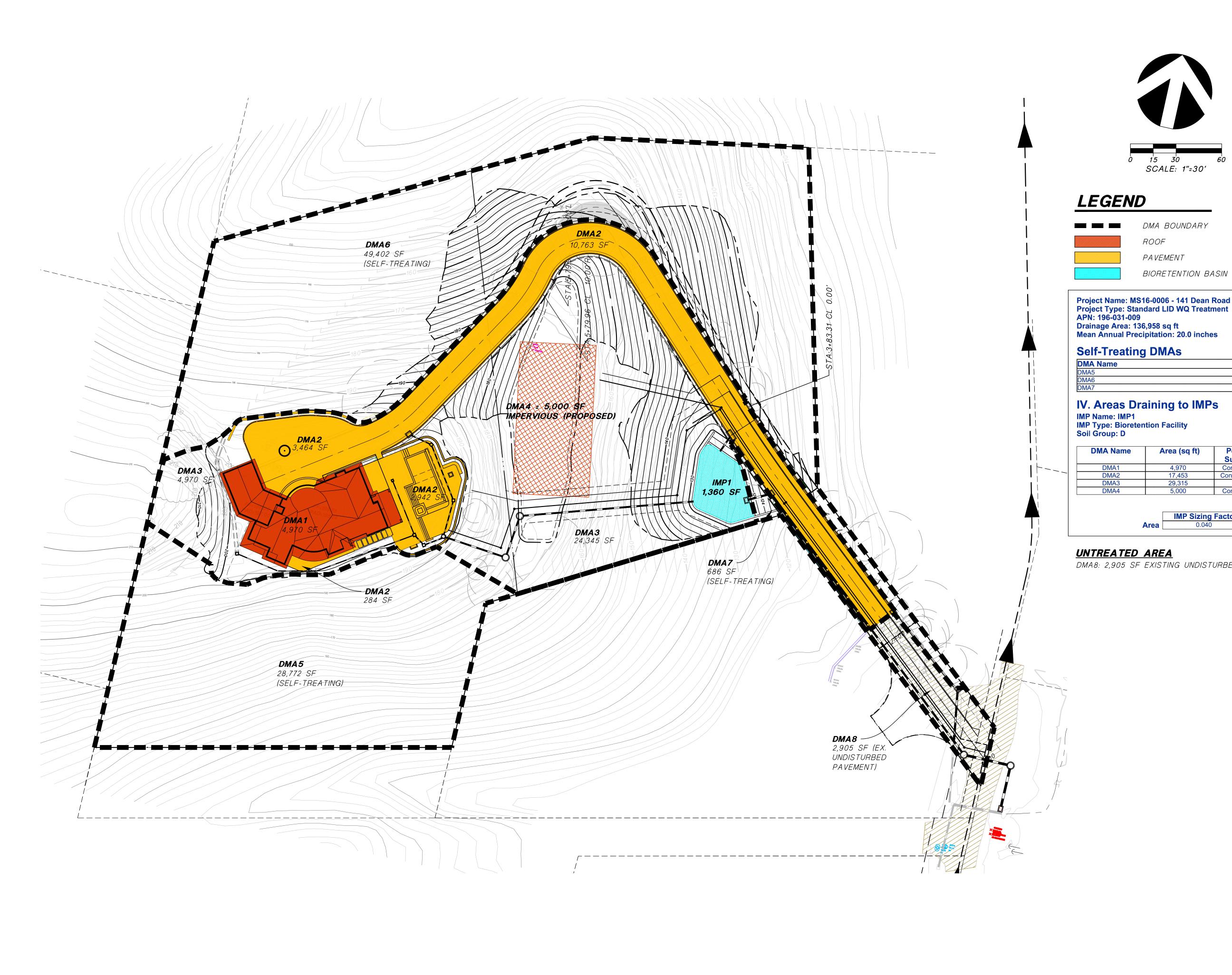
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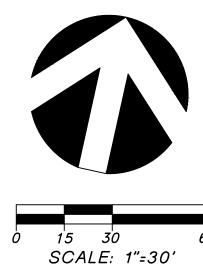
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**CCSD-03**12 OF 14 SHEETS

PROJ. NO. 22024-20







DMA BOUNDARY

PAVEMENT

Project Name: MS16-0006 - 141 Dean Road Project Type: Standard LID WQ Treatment APN: 196-031-009 Drainage Area: 136,958 sq ft Mean Annual Precipitation: 20.0 inches

DMA Name	Area (sq ft)		
DMA5	28,772.0		
DMA6	49,402.0		
DMA7	686.0		

## IV. Areas Draining to IMPs

DMA Name	Area (sq ft)	Post Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor
DMA1	4,970	Conventional Roof	1.00	4,970
DMA2	17,453	Concrete or Asphalt	1.00	17,453
DMA3	29,315	Landscape	0.10	2,932
DMA4	5,000	Conventional Roof	1.00	5,000
	•		Total	30,355

Minimum

1,214 sq ft

Proposed 1,360 sq ft

DMA8: 2,905 SF EXISTING UNDISTURBED PAVMENT

DATE: 12/09/2024 VERT. DESIGN: CHECKED:

SWCP-01

14 OF 14 SHEETS PROJ. NO.22024-20



### **CONTRA COSTA COUNTY**

1025 ESCOBAR STREET MARTINEZ, CA 94553

#### Staff Report

**File #:** 25-1653 **Agenda Date:** 5/6/2025 **Agenda #:** 1b

Advisory Board: Alamo Municipal Advisory Council

Subject: Hap Magee Ranch Park Budget

Information:

2025/2026 Proposed Budget

Recommendation(s)/Next Step(s):

Make recommendation to Supervisor Andersen, if applicable.



April 1, 2025

Mr. Scott Anderson Contra Costa County Public Works 255 Glacier Drive Martinez, CA 94553-4825

Mr. Anderson:

I have included all of the documentation in accordance with the "Joint Exercise of Powers Agreement for the Operation and Maintenance of Hap Magee Ranch Park." I have included two original sets of documents. Please have both sets signed and then return one original set for my files.

Sincerely, TOWN OF DANVILLE

Dac Contell

Dave Casteel

Maintenance Services Director

1000 Sherburne Hills Rd

Danville, CA 94526

925-314-3434 Office

925-736-0199 Fax

dcasteel@danville.ca.gov



April 1, 2025

Mr. Scott Anderson Contra Costa County Public Works 255 Glacier Drive Martinez, CA 94553-4825

Mr. Anderson:

In accordance with the "Joint Exercise of Powers Agreement for the Operation and Maintenance of Hap Magee Ranch Park" (the JPA Agreement), the Town is submitting the proposed 2025/26 operating and capital budgets for your information and consideration.

<u>Annual Maintenance and Operation Budget</u> - Pursuant to Section 5. (c) of the JPA Agreement, the Town shall present an Annual Maintenance and Operation Budget for the Park.

Attachment 1 describes all proposed 2025/26 maintenance and operation expenses, including Employee Expenses, Materials and Supplies, Contract Maintenance, Utilities and Overhead. Total costs are offset by projected revenues for the year. Direct utility costs incurred by the County are subtracted from the County share of the cost, to arrive at a total annual budget for the year. For 2025/26, the cost to Contra Costa County to maintain and operate the park at the current level of service will be \$259,937.95.

*Exhibit B* to Attachment 1 is the annual Agreement Supplement No, 2025-1. Please execute and return one copy of this agreement supplement to the Town.

<u>Annual Capital Improvement Budget</u> - Pursuant to Section 6. (a) of the JPA Agreement, the Town shall present an Annual Capital Improvement Budget for the Park.

Attachment 2 describes three potential capital projects that have been identified for the Park in 2025/26, with estimated County costs totaling \$22,500.00. The projects consist of the annual renovation of the dog park and fencing repairs.

*Exhibit C* to Attachment 1 is the annual Agreement Supplement No, 2025-2. Please execute and return one copy of this agreement supplement to the Town.

April 1, 2025 Page 2

We look forward to continuing our successful partnership in making this wonderful park available to the community. If you have any questions regarding the Agreement Supplements and attached materials, please contact me at (925) 314-3434.

Sincerely,

TOWN OF DANVILLE

Dae Conteil

Dave Casteel

Maintenance Services Director

#### Attachments:

Attachment 1 - 2025/26 Maintenance and Operation Budget for Hap Magee Ranch Park Exhibit B – Agreement Supplement No. 2025-1

Attachment 2 – 2025/26 Capital Improvement Budget for Hap Magee Ranch Park

Exhibit C - Agreement Supplement No. 2025-2

Attachment 3 – JEPA Agreement for Hap Magee Ranch Park

cc: Warren Lai, Director, Contra Costa County Public Works Candace Andersen, District 2 Supervisor, Contra Costa County Lani Ha, Finance Director, Town of Danville Henry Perezalonso, Recreation Services Director, Town of Danville

TOWN OF DANVILLE	BUDGETED				
HAP MAGEE RANCH PARK – FY 25-26 - JULY 1,	, 2025-JUNE 30, 2026				
OPERATING EXPENSES					
		EX	PENDITURES		
		F	OR PERIOD		
			FY 25-26		
Employee Expenses		\$	278,510.96		
	Administration	\$	55,234.21		
	Building Maintenance	\$	40,806.21		
	Park Maintenance	\$	137,427.09		
	Facility Attendants	\$	45,043.45		
Materials & Supplies		\$	22,500.00		
	Administration	\$	4,000.00		
	Building Maintenance	\$	1,500.00		
	Irrigation Maintenance	\$	3,000.00		
	Litter Control	\$	8,000.00		
	Hardscape Repairs	\$	4,000.00		
	Plantscape Maintenance	\$	2,000.00		
Contract Maintenance		\$	53,200.00		
	Landscape Maintenance	\$	35,500.00		
	Custodial Services	\$	8,500.00		
	Parking Lot Sweeping	\$	2,200.00		
	Seasonal/Specialty Contracts	\$	7,000.00		
Utilities		\$	114,000.00		
	Water – EBMUD	\$	98,000.00		
	Electricity & Gas – P.G.&E.	\$	16,000.00		
Paid by CCC	Sewer – CCC Sanitary	\$	-		
Paid by CCC	Street Lights	\$	-		
County Staff time for processing tax bills	Per email from V. Skerritt		O		
Overhead-20% of total expenses less utilities	s payment made by County		93,642.19		
SUBTOTAL		\$	561,853.15		
Less Rental revenues		\$	(36,192.00)		
TOTAL			\$525,661.15		
50% of net expense			\$262,830.57		
Less County staff time for processing tax bills					
Less Utilities paid by CCC-Sewer Use Charges and Utilities			(\$1,760.60)		
Less Utilities paid by CCC-Street Light Assessments			(\$1,132.02)		
Total due from Contra Costa County			\$259,937.95		

#### **EXHIBIT B**

#### AGREEMENT SUPPLEMENT No. 2025-1

This Agreement Supplement No. 2025-1 is dated June \_\_\_, 2025 and supplements the "Joint Exercise of Powers Agreement for the Ownership, Operation and Maintenance of Hap Magee Ranch Park" dated August 16, 2011 (the "Agreement") between the Town of Danville, a municipal corporation of the State of California (the "Town") and the County of Contra Costa, a political subdivision of the State of California (the "County").

- 1. The Town is responsible for the maintenance and operation of Hap Magee Ranch Park at a service level equivalent to that provided for other park facilities owned and maintained by the Town.
- 2. The Town and the County equally share all costs and revenues.
- 3. The County's Obligation for the Fiscal Year beginning July 1, 2025 is two hundred fifty-nine thousand, nine hundred and thirty-seven dollars and ninety-five (\$259,937.95).
- 4. This Agreement Supplement No. 2025-1 is effective in accordance with the terms of the Agreement.

COUNTY	TOWN
COUNTY OF Contra Costa, a political subdivision of the State of California	TOWN OF DANVILLE, a municipal corporation of the State of California
By:  Monica Nino  County Administrator	By: Joseph A. Calabrigo Town Manager

#### **ATTACHMENT 2**

#### 2025-26 Capital Improvement Budget For Hap Magee Ranch Park

#### Dog Park Renovation

The Town Parks, Recreation and Arts Commission continues to receive positive community feedback regarding the natural grass surface which continues to be the surface of choice. For fiscal year 2025/26, turf renovation work, bark replenishment, fence repairs and overall renovation of the dog park areas will take place over the winter moratorium period which typically runs from December 1st through February 28th. Based upon past experience, staff has estimated the cost of this work at \$30,000.

Fencing Repairs Cost: \$15,000

Decorative fencing and railing are utilized throughout the park, and they are tied directly into the overall aesthetic of the park and buildings. As the fencing ages, repairs have become increasingly necessary. This project would allow for the repair and/or replacement of fencing in various areas, including in front of the houses and the public restroom building.

TOTAL ESTIMATED CAPITAL IMPROVEMENT BUDGET

\$45,000

Cost: \$30,000

TOTAL DUE FROM CONTRA COSTA COUNTY (50% of cost)

\$22,500

#### **EXHIBIT C**

#### AGREEMENT SUPPLEMENT No. 2025-2

This Agreement Supplement No. 2025-2 is dated June \_\_\_, 2025 and supplements the "Joint Exercise of Powers Agreement for the Ownership, Operation and Maintenance of Hap Magee Ranch Park" dated August 16, 2011 (the "Agreement") between the Town of Danville, a municipal corporation of the State of California (the "Town") and the County of Contra Costa, a political subdivision of the State of California (the "County").

- 1. The Town is responsible for serving as the project manager for capital improvements at Hap Magee Ranch Park.
- 2. The Town and the County equally share all capital improvement costs.
- 3. Projects proposed and approved for the Fiscal Year beginning July 1, 2025 include ongoing capital maintenance.
- 4. The County's Obligation for the Fiscal Year beginning July 1, 2025 is twenty-two thousand and five hundred dollars (\$22,500.00).
- 5. This Agreement Supplement No. 2025-2 is effective in accordance with the terms of the Agreement.

COL	JNTY	<u>TOWN</u>
	JNTY OF Contra Costa, a political livision of the State of California	TOWN OF DANVILLE, a municipal corporation of the State of California
By:		By: Mull Ull
	Monica Nino	Joseph A. Calabrigo
	County Administrator	Yown Manager

#### JOINT EXERCISE OF POWERS AGREEMENT FOR THE OPERATION AND MAINTENANCE OF HAP MAGEE RANCH PARK

7	Γhis	Joint	Exercise	of	Powers	Agreement	("Agreen	nent")	is	dated
Augus	37 16		_, 2011 ar	nd is	between	the County	of Contra	Costa,	a p	olitical
subdivision of the State of California ("County") and the Town of Danville, a municipal										
corpora	ation (	"Town	").							

#### **RECITALS**

- A. Hap Magee Ranch Park consists of approximately 17 acres that are located along the Alamo area/Danville boundary at the north end of La Gonda Way, as more specifically described in <a href="Exhibit A">Exhibit A</a> (the "Property," or the "Park").
- B. Pursuant to an agreement entitled "Agreement Among the Town of Danville, the County of Contra Costa and Contra Costa County Public Facilities Corporation Relating to the Purchase of Real Property" that is dated May 26, 1987, the County and the Town each contributed fifty percent of the purchase price of the Property to permit the Contra Costa County Public Facilities Corporation (the "PFC") to purchase the Property. The PFC acquired the Property on June 2, 1987. On December 6, 2010, the PFC transferred the Property to the County and the Town as tenants in common, each with an undivided one-half interest.
- C. Since its acquisition by the PFC, the County and the Town have jointly operated and maintained the Property pursuant to an agreement entitled "Joint Powers Agreement (Magee Park)," dated May 26, 1987 (the "1987 JPA Agreement").
- D. Many of the provisions of the 1987 JPA Agreement have been completed. The County and the Town desire that the 1987 JPA Agreement be replaced by this Agreement to allow for a more cost-effective means of managing the ongoing operation and maintenance of the Park in the future.

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

#### AGREEMENT

#### 1. Purpose.

The purpose of this Agreement is to establish procedures that will enable the County and the Town to share equally, as co-owners, the costs, benefits, and

decision-making that relate to the operation and maintenance of the Park in a manner that serves the best interests of the public.

#### 2. Superseding 1987 Agreement.

This Agreement supersedes and replaces in its entirety the 1987 Joint Powers Agreement. The parties mutually agree that the 1987 Joint Powers Agreement is hereby terminated.

#### 3. Maintenance.

The Town will be responsible for providing all maintenance services at the Park at a level of service equivalent to that provided for other park facilities owned and maintained by the Town.

#### 4. Operations and Use.

- (a) The Town will be responsible for the day-to-day operation of the Park, including rentals, special events and scheduling of activities.
- (b) Use of the Park will be governed by the Chapter 13-2 of the Danville Municipal Code (Parks and Community Facilities-Use Restrictions), and by applicable use policies adopted by the Town under the authority of Chapter 13-2.

#### 5. Expenditures and Revenues.

- (a) The Town and the County shall share equally (i) all costs incurred in the operation and maintenance of the Park, and (ii) all revenues generated by the Park.
- (b) The Town shall prepare an annual budget for the maintenance and operation of the Park. The annual budget will include costs for Town labor, contracted services, utilities, materials and supplies, and administrative overheard at a rate equal to that used by the Town for its overall maintenance budget. The budget will also identify estimated rental revenues.
- (c) The Town shall present the annual budget to the County Public Works
  Department by April 15 of each year in substantially the form of Exhibit B
   Annual Maintenance and Operation Budget. The County will have 60 days to review the annual budget and to either approve it or request modifications to it. Modifications proposed by the County may be based

on fiscal or other considerations identified by the County. If the County requests modifications to the annual budget within the time allotted, the parties shall use good faith efforts to finalize the annual budget for the upcoming fiscal year before the July 1 start of that fiscal year. If the County fails to notify the Town of its intent to either approve, or request modifications to, the annual budget within the time allotted, the annual budget will be deemed to be approved for the upcoming fiscal year.

- (d) The Town will invoice the County on a quarterly basis for the cost of operating and maintaining the Park in the prior quarter. The County shall pay the Town the amount due to the Town within thirty (30) days of receipt of the invoice. In no event is the County obligated to pay in any fiscal year an amount greater than the amount identified as the County's obligation in the annual budget in effect for that fiscal year.
- (e) The Town will be strictly accountable for fiscal management of the expenditures and revenues related to the Park. In order to ensure that accountability, the Town shall comply with all applicable government accounting standards and its own applicable budgeting procedures.
- (f) In the event of an emergency, the Town has the authority to respond and to incur reasonable costs to stabilize the situation and to prevent continuing damage or injury. These costs will be shared equally by the Town and the County.

If the cost of permanent repair to Park property damaged by an emergency condition exceeds funds available in the operating budget, then the parties shall evaluate the estimated improvement costs and determine whether to appropriate additional funds.

A situation will be considered an emergency when (i) it is unanticipated, (ii) threatens imminent injury or damage to people or property, and (iii) requires immediate attention. Examples of an emergency include stabilization of creek banks due to major slumping or failure, removal of fallen tree limbs, and repair of buildings due to storm or water damage.

# 6. <u>Capital Improvements.</u>

(a) If the parties determine that capital improvements to the Park are needed, the Town shall prepare a capital improvement budget for the fiscal year in which the work is anticipated to occur. The Town shall present the capital improvement budget to the County Public Works Department by April 15

of the year that precedes the fiscal year in which the work is expected to occur. Such budget will be in substantially the form of <a href="Exhibit C">Exhibit C</a> - Capital Improvement Budget. The County will have 60 days to review the annual budget and to either approve it or request modifications to it. Modifications proposed by the County may be based on fiscal or other considerations identified by the County. If the County requests modifications to the annual budget within the time allotted, the parties shall use good faith efforts to finalize the annual budget for the upcoming fiscal year before the July 1 start of that fiscal year, but if no agreement is reached, the proposed capital improvement project(s) will be delayed until the parties mutually agree.

- (b) The cost of any capital improvements will be shared equally by the parties, subject to appropriations by the County Board of Supervisors and Danville Town Council.
- (c) The Town will invoice the County on a quarterly basis for capital improvement-related expenses incurred in the prior quarter, including Town labor, contracted services, materials and supplies, utilities and administrative overhead. The County shall pay the Town the amount due to the Town within thirty (30) days of receipt of the invoice.
- (d) Each of the parties is responsible for providing for appropriate contingency and capital reserves to address unanticipated costs, capital replacement, and future improvements.

## 7. Rental and Use Policies.

- (a) The objective of the use policy will be to maximize the use and enjoyment of the Park by as broad a segment of Town and Alamo residents as possible.
- (b) Facilities will be made available on a "first come, first served" basis in accordance with user priorities established by Town Council Resolution No. 184-91. Those priorities are: 1) official Town or Alamo programs; 2) programs or events co-sponsored by the Town or Alamo; 3) private or non-profit programs or events; and 4) commercial programs or events. A sliding fee scale may be assigned according to user priority. Within the user priorities just described, Park facilities shall be made available on an equal basis to residents of Danville and Alamo.
- (c) Individuals or groups renting facilities at the Park (including, but not limited to, buildings, group picnic areas, etc.) will be charged fees for such

rentals. The fees will be established by the Town through adoption of its annual master fee schedule. There will be no fee differential between residents of the Town or Alamo, although non-resident surcharges may be applied to park users outside these boundaries to the extent lawful. All fees collected will be deposited into the Hap Magee Ranch Park Revenue Account, which the Town shall maintain and account for as a separate fund.

## 8. Insurance.

- (a) <u>Liability Insurance</u>. Each party shall maintain throughout the term of this Agreement either (i) commercial general liability insurance in commercially reasonable amounts but in no event in an amount less than \$3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage and personal injury occurring within or resulting from use of the Park, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Park.
- (b) <u>Property Insurance</u>. Each party shall maintain throughout the term of this Agreement fire insurance and a standard all risk policy covering the Park. The cost of any loss will be shared equally by the Town and the County.
- Contractors and Consultants. Any contractors or consultants retained to (c) perform work related to the Park shall be required to provide the following insurance coverages, as appropriate: commercial general liability, automotive liability, workers compensation/employers liability and professional errors and omissions. The commercial general liability insurance shall be in commercially reasonable amounts, but in no event in an amount less than \$1,000,000. If a contractor is building a structure on the Property, then the contractor shall be required to carry completed operations coverage and, if applicable, builder's risk insurance. Where applicable, the above policies shall name the County and Town and their respective officers, employees and agents as additional insureds. Such contracts shall also include, to the extent legally permissible, the duty to indemnify, defend and hold harmless the County, Town and their respective officers, employees and agents.

## 9. Indemnification.

(a) County shall defend, indemnify, save and hold harmless the Town and its officers, employees and agents from any and all claims, costs and liability, including reasonable attorney's fees, for any damages, death or injury to

persons or property to the extent the liability is caused by the willful misconduct or negligent acts, errors or omissions of the County, its officers, employees or agents.

(b) Town shall defend, indemnify, save and hold harmless the County and its officers, employees and agents from any and all claims, costs and liability, including reasonable attorney's fees, for any damages, death or injury to persons or property to the extent the liability is caused by the willful misconduct or negligent acts, errors or omissions of the Town, its officers, employees or agents.

## 10. Privileges and Immunities.

In accordance with Government Code Section 6513, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the officers, agents or employees of the County, the Town, or both, when such officers, agents or employees are performing their respective functions within the territorial limits of their respective agencies, apply to them to the same degree and extent when they are engaged in the performance of any of their functions and duties extraterritorially in furtherance of the objectives of this Agreement.

## 11. Law Enforcement.

The Town will have primary responsibility for providing law enforcement within the Park. In the event of an emergency, whichever law enforcement department is first to respond (Town Police Department or County Sheriff) shall act as the lead agency during that incident.

# 12. <u>Disposition of Property</u>.

Any distribution of the Property to the parties will be based on jurisdictional boundaries. If the value of the property distributed to one party is greater than the value of the property distributed to the other party, as determined by an appraisal, the party receiving the more valuable distribution shall pay the other party an amount equal to the difference in value. In the event that one or the other jurisdiction wishes to purchase all or a portion of the other's property, the purchase price will be based on the appraised market value of the property.

# 13. Surplus Money.

Upon termination of this Agreement, any surplus money on hand will be returned to the County and the Town in proportion to contributions made.

# 14. Successors-Assignment.

This Agreement binds and inures to the benefit of the successors of the parties. Neither party may assign any right or obligation under this Agreement without the prior written consent of the other.

# 15. Term of Agreement; Amendments.

- (a) <u>Term</u>. This Agreement will remain in effect indefinitely unless terminated by mutual written agreement of the parties.
- (b) <u>Amendments</u>. This Agreement may be amended in writing by the parties.

## 16. Counterparts.

This Agreement and any amendment may be executed in any number of counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written above.

COUNTY

**TOWN** 

Attest: David Twa, Clerk of the Board of Supervisors and County Administrator

Chair, Board of Supervisors

Attest:

Deput

Deputy

By: \_\_\_\_\_\_\_ City Clerk

Recommended for Approval:

Approved as to Form:

Julia R. Bueren Public Works Director

Robert B. Ewing

City Attorney

Approved as to Form:

Sharon L. Anderson County Counsel

Kathleen M. Andrus

Deputy County Counsel

## **EXHIBIT A**

#### DESCRIPTION

ORDER NO. W-491148

Those parcels of land in the City of Danville, County of Contra Costa, State of California, Described as follows:

#### PARCEL ONE

Lots 55 and 56, map of Rancho El Rio, filed March 24, 1910, Map Book 2, page 48, Contra Costa County Records

## **EXCEPTING FROM PARCEL ONE:**

- 1- As to Lot 55: The interest conveyed to Contra Costa County by deed recorded June 14, 1944, Book 760, Official Records, page 359.
- 2- As to Lot 55: That portion thereof described in the deed to Harry H. Magee, Jr., et ux, recorded February 16, 1961, Book 3806, Official Records, page 199.
- 3- That portion thereof described as Parcel One in the deed to State of California, recorded September 21, 1962, Book 4207, Official Records, page 391.
- 4- As to lot 55: That portion thereof described as Parcel One in the deed to Harry H. Magee, et ux, recorded August 24, 1967, Book 5439, Official Records, page 450.

#### **PARCEL TWO**

Portion of Lot 55, map of Rancho El Rio, filed March 24, 1910. Map Book 2, Page 48, Contra Costa County records, described as follows:

From a point in the center line of the road designated on said map as El Monte, at the most eastern corner of said Lot 55; thence from said point of commencement north 20° 43′ West along said center line 125.25 feet; thence leaving said center line north 68° 32′ west 26.98 feet; thence westerly 61.77 feet along the arc of a curve concave to the south, tangent to the last-mentioned course, said curve having a radius of 48.72 feet; thence leaving said curve south 76° 22′ 56″ west 36.53 feet; thence north 83° 46′ 30″ west 75.70 feet; thence south 60° 45′ west 94.25 feet to the actual point of beginning of this description; thence north 63° 45′ west

44.5 feet; thence north 60° 45' west 105.42 feet; thence north 28° 56' east 205 feet; thence south 61° 4' east 150 feet; thence south 28° 56' west 203 feet to the point of beginning.

#### PARCEL THREE

Portion of Lot 55, map of Rancho El Rio, filed March 24, 1910, Map Book 2, page 48. Contra Costa County records, described as follows:

Beginning at the most northerly corner of the parcel of land described in the deed to Harry H. Magee, et ux, recorded February 16, 1961, Book 3806, Official Records, page 199; thence from said point of beginning, along the exterior line of the said Magee parcel, as follows: South 28° 56′ west, 205 feet; south 60° 45′ east, 105.42 feet and south 63° 45′ east, 44.5 feet to the most southerly corner thereof; thence south 25° 56′ west, along the direct extension south 28° 56′ west of the southeast line of said Magee parcel, 86.38 feet to the southwest line of said Lot 55; thence north 61° 04′ west, along said southwest line, 245.15 feet, more or less, to a point which bears south 47° 08′ 36″ west from the point of beginning, thence north 47° 08′ 36″ east, 304.90 feet to the point of beginning.

#### PARCEL FOUR

Right of way created in reference to Parcels Two and Three above in the deed to Harry H. Magee, et ux, recorded August 24, 1967, Book 5439, Official Records, page 450, as follows:

"A right of way (not to be exclusive) for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipelines, and for telephone, television service, electric light and power lines, together with the necessary poles of conduits, as an appurtenance to Parcel One above, and as an appurtenance to the parcel of land described in the deed to Harry H. Magee, Jr., et ux, recorded February 16, 1961, Book 3806, Official Records, page 199, over a portion of Lot 55, map of Rancho El Rio, filed March 24, 1910, Map Book 2, page 48, Contra Costa County records, being the "Proposed 20' NON-EXC, R/W", as designated on the map of Record of Survey, Filed June 2, 1967, Book 48, Licensed Surveyors Maps, page 15".

Those parcels of land in the unincorporated area of the County of Contra Costa, State of California, described as follows:

### PARCEL FIVE

Portion of the Rancho San Ramon, described as follows:

Commencing at the point of intersection of the Easterly line of the County Road between the Towns of Walnut Creek and Danville with the southerly boundary line of the

property known as the "Ford Tract" in the Rancho San Ramon, said point also being on the northerly boundary line of that certain parcel of land particularly described in the certain deed executed August 23, 1927 by Josiah Boucher and Ada Boucher, his wife, to Fred H. Van, recorded August 24, 1927 in Volume 93 of Official Records ,page 199, records of Contra Costa County, California, thence from said point of commencement, along the easterly line of said County Road, North 41° 35' west 22.00 feet to the southwesterly corner of that certain parcel of land particularly described in that certain deed executed January 12, 1911 by James C. Jones to Flora Stone Jones, recorded January 16, 1911 in Volume 160 of Deeds, page 340, records of said county; thence, along the southeasterly boundary of said parcel of land, North 47° 30' east, parallel to the southerly boundary of said "Ford Tract", 9.42 chains, more or less, to the center of San Ramon Creek, said point being in the southwesterly boundary of that certain 191.13 acre tract of land particularly described In that certain deed executed December 5, 1899 by Bank of Martinez, a corporation to George Van Gorden, recorded January 16, 1900 in Volume 84 of Deeds, page 108, records of said County: thence up the center of said creek, following the southwesterly boundary of said 191.13 acre tract, southeasterly, to the southerly boundary of said "Ford Tract", said point being the most northerly corner of said parcel of land now or formerly of Fred H. Van, first hereinbefore referred to; thence, along the southerly line of said "Ford Tract" and along the northerly line of said lands now or formerly of Van, to the point of commencement.

#### PARCEL SIX

Portion of Lot 1, map of Hemme Subdivision, filed March 4, 1895, Map Book C, page 71, Contra Costa County records, described as follows:

Beginning in the center line of San Ramon Creek, at the most southerly corner of the parcel of land described as Parcel One in the deed to H. & J. Co., recorded February 21, 1951, Book 1719, Official Records, page 353; thence from said point of beginning north 47° 45′ east, along the southeast line of said H. & J. Co. parcel, to the southwest line of the parcel of land described as Parcel One in the deed to State of California, recorded September 20, 1962, Book 4206, Official Records, page 354; thence along said southwest line as follows: North 50° - 57″ west, 339.06 feet; north 41° 46′ 17″ west, 459.98 feet and north 45° 31′ 45″ west, 289.98 feet to the southeast line of the 6 acre parcel of land described in the deed to Jennie V. Minor, recorded November 6, 1915, Book 257. Deeds, page 114; thence south 28° 30′ west, along said southeast line, to the center line of said San Ramon Creek; thence along said center line to the point of beginning.

### **EXHIBIT B**

## AGREEMENT SUPPLEMENT No. 2011-1

This Agreement Supplement No. 2011-1 is dated June \_, 2011 and supplements the "Joint Exercise of Powers Agreement for the Ownership, Operation and Maintenance of Hap Magee Ranch Park" dated \_\_\_\_\_\_\_ (the "Agreement") between the Town of Danville, a municipal corporation of the State of California (the "Town") and the County of Contra Costa, a political subdivision of the State of California (the "County").

- 1. The Town is responsible for the maintenance and operation of Hap Magee Ranch Park at a service level equivalent to that provided for other park facilities owned and maintained by the Town.
- 2. The Town and the County equally share all costs and revenues.
- 3. The County's Obligation for the Fiscal Year beginning July 1, 2011 is One hundred-seventy-six thousand, four hundred fifteen dollars (\$176,415.00).
- 4. This Agreement Supplement No. 2011-1 is effective in accordance with the terms of the Agreement.

## COUNTY

COUNTY OF Contra Costa, a political subdivision of the State of California

By:

David Twa

County Administrator

## **TOWN**

TOWN OF DANVILLE, a municipal corporation of the State of California

By:

own Manager

### **EXHIBIT C**

## AGREEMENT SUPPLEMENT No. 2011-2

This Agreement Supplement No. 2011-2 is dated June \_, 2011 and supplements the "Joint Exercise of Powers Agreement for the Ownership, Operation and Maintenance of Hap Magee Ranch Park" dated 8/16 (the "Agreement") between the Town of Danville, a municipal corporation of the State of California (the "Town") and the County of Contra Costa, a political subdivision of the State of California (the "County").

- 1. The Town is responsible for serving as the project manager for capital improvements at Hap Magee Ranch Park.
- 2. The Town and the County equally share all capital improvement costs.
- 3. Projects proposed and approved for the Fiscal Year, beginning July 1, 2011 includes ongoing capital maintenance.
- 4. The County's Obligation for the Fiscal Year beginning July 1, 2011 is Twenty-one thousand, eight hundred seventy-five dollars (\$21,875.00).
- 5. This Agreement Supplement No. 2011-2 is effective in accordance with the terms of the Agreement.

## COUNTY

COUNTY OF Contra Costa, a political subdivision of the State of California

By:

David Twa

County Administrator

## **TOWN**

TOWN OF DANVILLE, a municipal corporation of the State of California

By:

seph A. Calabrigo own Manager To:

**Board of Supervisors** 

From:

Julia R. Bueren, Public Works Director/Chief

Engineer

Date:

August 2, 2011



Contra Costa County

Subject: APPROVE and AUTHORIZE the Joint Exercise of Powers Agreement for the Operation and Maintenance of Hap Magee Ranch Park with the Town of Danville.

## RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute a Joint Exercise of Powers
Agreement for the Operation and Maintenance of Hap Magee Ranch Park with the Town of Danville. Project No. 7758-6X5536

### **FISCAL IMPACT:**

No fiscal impact.

### **BACKGROUND:**

Hap Magee Ranch Park (the Property) consists of approximately 17 acres that are located along the Alamo area/Danville boundary at the north end of La Gonda Way. Pursuant to an agreement entitled "Agreement Among the Town of Danville, the County of Contra Costa and Contra Costa County Public Facilities Corporation Relating to the Purchase of Real Property," dated May 26, 1987, the County and Town each contributed fifty percent of the purchase price of the Property to permit the Contra Costa County Public Facilities Corporation (the "PFC") to purchase the Property. The PFC acquired the Property on June 2, 1987. In December 2010, the PFC transferred the Property to the County and the Town to own as tenants in common, each with an undivided one-half interest.

APPROVE OTHER  RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BO	DARD COMMITTEE
Action of Board On: 08/16/2011 APPROVED AS RECOMMENDED	OTHER
Clerks Notes:	2
VOTE OF SUPERVISORS	I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the
AYES 5 NOES ABSENT ABSTAIN	Board of Supervisors on the date shown  ATTESTED: August 16,  2011
RECUSE	David J. Twa, County Administrator and Clerk of the Board of Supervisors
Contact: Cheryl Sousa; 925-313-2252	By: Carrie Del Bonta, Deputy

cc: Real Property; Fina Prak, Deputy Admin; Brian Balbas, Engineering Services; Warren Lai, Special Districts; Susan Cohen

## BACKGROUND: (CONT'D)

Since its acquisition by the PFC in 1987, the County and the Town have jointly operated and maintained the Property pursuant to an agreement entitled "Joint Powers Agreement (Magee Park)," dated May 26, 1987 (the 1987 JPA). Many of the provisions of the 1987 JPA are outdated. As a result, the County and the Town desire to replace the 1987 JPA Agreement with a simplified Joint Exercise of Powers Agreement to facilitate the ongoing operation and maintenance of the Park.

## **CONSEQUENCE OF NEGATIVE ACTION:**

The County and Town would continue to operate the Park under the 1987 JPA.

## **CHILDREN'S IMPACT STATEMENT:**

Not applicable.



# **CONTRA COSTA COUNTY**

1025 ESCOBAR STREET MARTINEZ, CA 94553

## Staff Report

**File #:** 25-1654 **Agenda Date:** 5/6/2025 **Agenda #:** 1c

Advisory Board: Alamo Municipal Advisory Council

Subject: County Service Area (CSA) R7

Information:

CSA R7 2025/2026 Budget

Recommendation(s)/Next Step(s):

Make recommendation to Supervisor Andersen, if applicable.