

Oakley City Planning Commission and City Council Staff Report River Haven: Amended Development Agreement



Date: May 6, 2026

Prepared By: Stephanie Woolstenhulme, Oakley City Planner

Applicant(s): Trevor Williams

Public Hearing: May 6, 2026

REQUEST:

The Applicant is requesting a second amendment to Development Agreement (first amendment recorded 3/10/2025) addressing the items of discussion listed below.

CONSIDERATIONS:

- Original Development Agreement was recorded on 6.18.2024. First Amended and Restated Development Agreement was recorded on 3.10.2025.
- Original Development Agreement and First Amended and Restated DA were executed with prior City Attorney. Current City Attorney recommended to tighten the language of the Development Agreement to offer more protections for the City. The language of the document has been agreed upon between City and Applicant excepting the items of discussion below.

APPLICABLE ORDINANCES:

- Oakley City Code 13-9-9-E. Procedure for Approving Agreements
- Oakley City Code 13-5-15 Master Planned Developments
- Oakley City Code 13-6 Affordable Housing

ITEMS OF DISCUSSION: **Items in red require discussion and decision.**

1. Developer, as allowed by City, sold lots under the last recorded plat. Proposed Second Development Agreement and plat amendment will require all owners to be signers.
2. **1.1 Effective date of agreement** is contingent on recording of amended plat. The developer proposes to continue to sell lots and build fences prior to recording of the plat which means that new owners may not receive notice of the changes to building envelope on their lot.
3. **1.2. Effective period of Agreement. City and Developer have agreed on a 10-year term for Development Agreement.** This allows the terms of the Development Agreement to be effective for a 10-year period. Developer proposed a 25-year term and City Attorney preferred a 5-year term as the term limit will bind future City Councils.
4. 3.3 Density. No additional density allowed. Continues to be a 16-lot subdivision (15 single family homes and 1 duplex-style unit on Lot 107.)
5. **3.8. Proposed language to allow for crawl spaces for access purposes. Per City Engineer, allowing crawl spaces will require sump pumps to be installed that cannot be emptied into the City's wastewater system which means they likely will be emptied into the drainage swells.** Basements will continue to be prohibited. Finished floor will continue to be at 1' above Base Flood Elevation. Discussion of the practical impacts and construction methods at this location.

- 6. 4.1. Millrace Trail funds will be released from the bond to Oakley City. They will be retained and dedicated for completion of Millrace Trail. Developer will have no further obligation for trail construction.
- 7. **5.1. Terms outlining City's position should HOA become insolvent.** Input language that common areas and private maintenance are governed by city and state code. Developer proposes that Oakley City not be granted authority by HOA, which means that in the event of insolvency, Oakley City would need to enforce violations of this agreement as the City rather than the ability to enforce the provisions of this agreement through the HOA.
- 8. 6. Requiring amended plat to accommodate river setbacks.
- 9. **Fencing**
 - a. Developer proposing the depicted 42" fence along ENTIRE western boundary of property.



i.



- b. Developer proposing a privacy fence, not taller than 6', depicted of repurposed railroad ties, along full length of Northern property line (in feet?) (SR32 side of project.)



- i.
- c. No changes to fence design standards within the project.
- d. Discussion as to a fence that runs along south side of open space parcel.

10. Open Space

- a. Rather than a conservation easement, the designated open space will be protected by a deed restriction.
- b. Developer-proposed amenity building is on open space parcel. See Exhibit A and Exhibit B.
 - i. Would require a variance of wetland setback, from 40' setback to 20' setback.
 - ii. Developer stating that would be walking access only.
 - iii. Building would require utilities
 - 1. Water is already stubbed.
 - 2. Concern whether sewer line could be built with enough grade to be allowable.

11. River Setback Changes.

- a. Original plat did not depict building envelopes that complied with 100' river setback.
- b. Lot 108 is most affected by this decision.
- c. Buyer purchased Lot 108 with understanding that building envelope set to river.
- d. Proposed compromise is a 75' setback for river front lots. See Exhibit C
 - i. Because of wetland setback affecting building envelopes, no significant changes to Lots 109 – 113. Lot 108 envelope is the most affected.
 - ii. River setback remains 100' for open space parcel.

12. Affordable Housing Obligation

- a. Affordable housing obligation is 1.2 units. Developer proposes to construct 1 duplex-style, 900 sq ft, 2-bedroom, deed-restricted unit on Lot 107.
- b. Remaining .2 obligation will be fulfilled by paying a fee-in-lieu amount of \$49,500. This fee is based on a \$275 cost-per-square-foot rate.

13. Restrictive Covenant Agreement (for affordable housing) and Development Restriction (for dedicated open space) to be recorded as part of the development agreement.

14. **11.30. Assignment of Development Agreement.** Developer proposes that assignment be the decision of all the Owners, rather than the City, which effectively strips the City of control over whom it contracts with regarding the River Haven project.

POSSIBLE MOTION LANGUAGE:

I move that we approve/deny the proposed second amendment to River Haven Development Agreement with following changes or clarifications:

- **Allow/not allow the recording date of the plat amendment to be the effective date of agreement.**
- **Allow/not allow for a 10-year effective period for the Development Agreement.**
- **Allow/not allow for language allowing crawl spaces with sump pump infrastructure that cannot empty in the Oakley wastewater system.**
- **Allow/not allow fence along entire stretch of Millrace.**
- **Allow/not allow proposed fence along northern subdivision boundary**
- **Allow/not allow using railroad ties as depicted. If not allow, provide language that fence style must be approved by Planning Commission**
- **Allow/not allow a 20' wetland setback variance for development in open space parcel**
- **Allow/not allow an amenity building as presented on open space parcel with utilities and for the proposed use. Discuss parking concerns.**
- **Allow/not allow a river setback variance to 75' from ordinary high-water mark.**
- **Allow/not allow the language for the assignment of Development Agreement to be with Oakley City approval.**

ATTACHMENT(S):

Exhibit A. Proposed amenity building location for Parcel A

Exhibit B. Possible building design for amenity buildings for Parcel A.

Exhibit C. Proposed 75' river setback.

Exhibit A. Amenity building location in Parcel A.

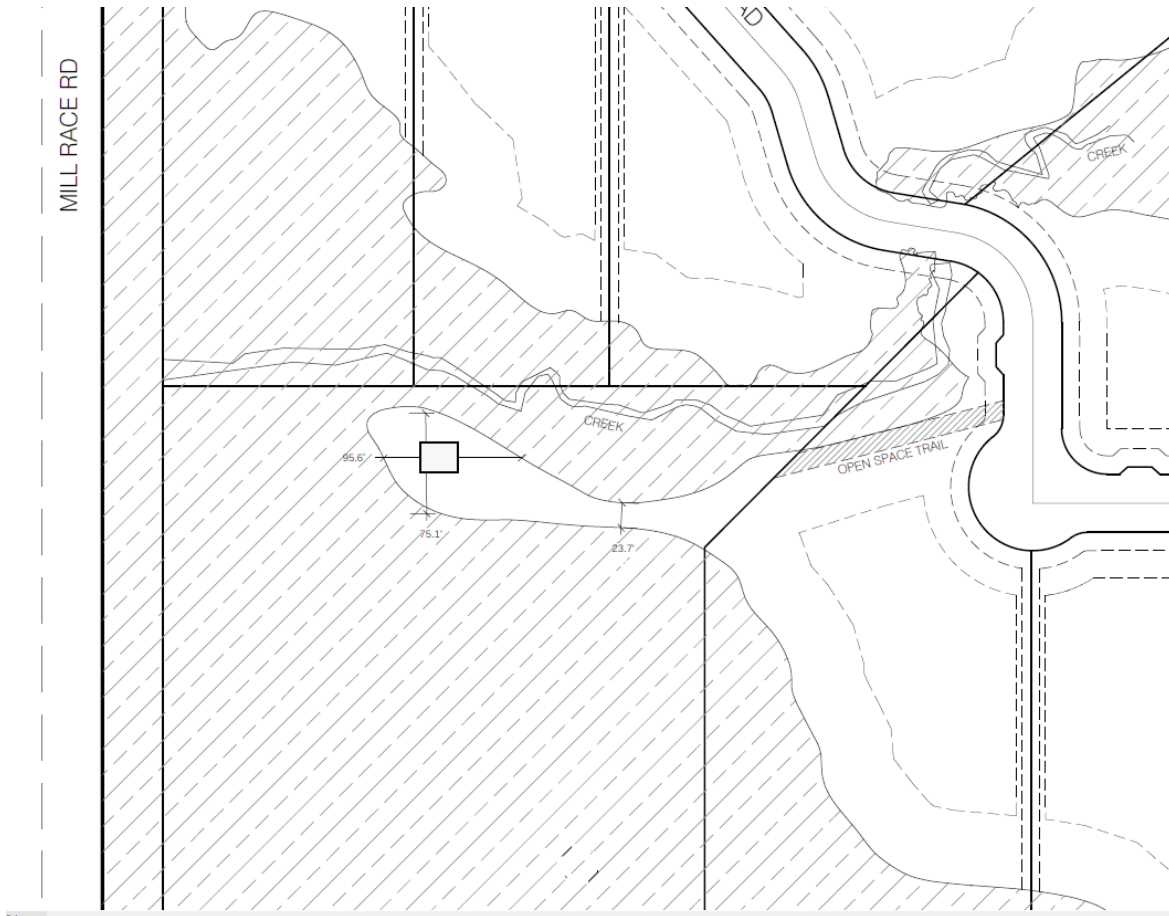
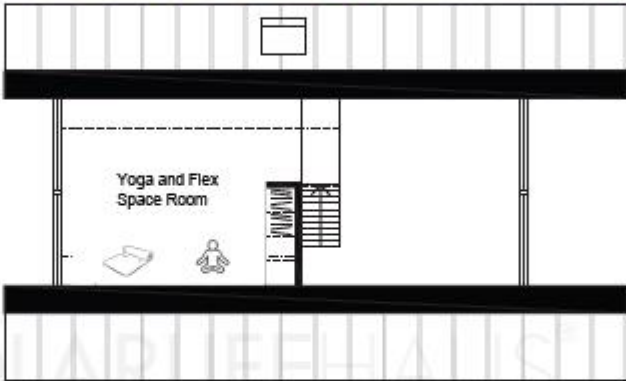


Exhibit B. Design for amenity building in north open space. Gross 700 sq ft.

- 1907 -
POLARLIFEHAUS
FINEST FROM FINLAND



POLARLIFEHAUS
FINEST FROM FINLAND

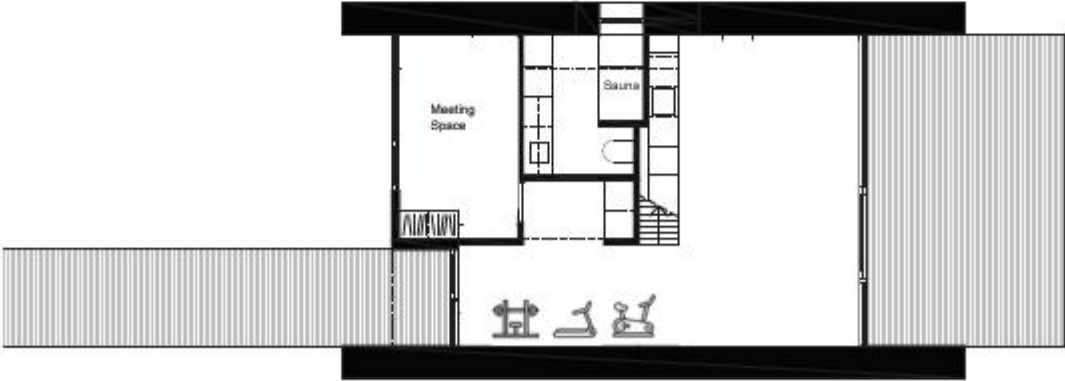


Exhibit C. Proposed 75' river setback. Purple reflects current building envelopes. Red reflects proposed river setback which gives way to 40' wetland setback. Green is the 100' river setback. Blue is a strict 75' river setback not accounting for wetland setback. If approved, the red line would define the building envelope. Other lines are for reference.

