

Oakley City Planning Commission

Staff Report

River Haven: Amended Development Agreement



Date: June 3, 2026

Prepared By: Stephanie Woolstenhulme, Oakley City Planner

Applicant(s): Trevor Williams

Public Hearing: June 3, 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. **1.2. 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. Oakley City may grant an extension of Development Agreement at the request of the Developer.
3. 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.)
4. **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.
5. 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.

- 6. 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. Added language *Oakley shall be a third party beneficiary of any provision of the RIVER HAVEN CC&Rs that enforces the provisions of §5.1.1 of this Agreement.*
- 7. 6. Requiring amended plat to accommodate river setbacks.
- 8. **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 (approx.. 1700') (SR32 side of project.)



i.

- c. No changes to fence design standards within the project.
- d. Discussion as to posting of south property line in Parcel A.

9. Open Space

- a. Rather than a conservation easement, the designated open space will be protected by a deed restriction. **An amenity structure is no longer contemplated.**

10. 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.

11. 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.

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

POSSIBLE MOTION LANGUAGE:

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

- **Grant/Deny a 10-year effective period for the Development Agreement.**
- **Grant/Deny crawl spaces with sump pump infrastructure that cannot empty in the Oakley wastewater system.**
- **Grant/Deny fence along entire stretch of Millrace as depicted.**
- **Grant/Deny proposed fence along northeastern subdivision boundary**
 - o **Grant/Deny use of railroad ties as depicted. If not granted allow, provide language that fence style must be approved by Planning Commission**
- **Grant/Deny a river setback variance to 75' from ordinary high-water mark.**

ATTACHMENT(S):

Exhibit A. Proposed 75' river setback.

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.

