



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 6:30 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

February 9, 2016

Antioch City Council
Regular Meeting

Wade Harper, Mayor
Lori Ogorchock, Mayor Pro Tem
Mary Helen Rocha, Council Member
Tony Tiscareno, Council Member
Monica E. Wilson, Council Member

Arne Simonsen, City Clerk
Donna Conley, City Treasurer

Steven Duran, City Manager
Derek Cole, Interim City Attorney

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Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, located on the 3rd Floor of City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a yellow Speaker Request form, available on each side of the entrance doors, and place in the Speaker Card Tray. See the Speakers' Rules on the inside cover of this Agenda. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section.

6:30 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

- 1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay, Denise Haskett and Glenn Berkheimer; Employee organization: Public Employees Union Local 1.

Direction given to Labor Negotiators

REPORT OUT FROM FEBRUARY 8th SPECIAL MEETING/CLOSED SESSION

Direction given to Recruiter and Staff

7:00 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

1. PROCLAMATION

- Celebrating Thomas Gaines Day in Antioch, February 9, 2016

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the proclamation.

STAFF REPORT

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *BOARD OF ADMINISTRATIVE APPEALS (Extended deadline date to apply: 02/19/16)*
- *SALES TAX CITIZENS' OVERSIGHT COMMITTEE (Deadline date: 02/26/16)*

PUBLIC COMMENTS – *Members of the public may comment only on unagendized items. The public may comment on agendized items when they come up on this Agenda.*

CITY COUNCIL COMMITTEE REPORTS

MAYOR’S COMMENTS

PRESENTATION – *Health and Wealth Initiative Presentation, presented by Keith and Iris Archuleta*

PRESENTATION

2. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR JANUARY 12, 2016

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the minutes.

STAFF REPORT

B. APPROVAL OF COUNCIL MINUTES FOR JANUARY 26, 2016

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the minutes.

STAFF REPORT

C. APPROVAL OF SPECIAL MEETING/CLOSED SESSION MINUTES FOR FEBRUARY 8, 2016

Continued, 5/0

Recommended Action: It is recommended that the City Council continue the Special Meeting Minutes to the next meeting.

STAFF REPORT

D. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the warrants.

STAFF REPORT

E. LEAGUE OF CALIFORNIA CITIES

- Policy Committee Meeting
- Mayors and Council Members Executive Forum and Advanced Leadership Workshop

Recommended Action: It is recommended that the City Council:

Approved AND

1) Approve participation and authorize associated expenditures for the League of California Cities Policy Committee Meetings held in San Diego April 7 through April 8, 2016 for City Council members.

Approved, 5/0

2) Approve participation and authorize associated expenditures for the League of California Cities Mayors and Council Members Executive forum and Advanced Leadership Workshops held in Monterey June 22 through 24, 2016.

STAFF REPORT

CONSENT CALENDAR – Continued

F. AWARD OF CONTRACT FOR PROFESSIONAL AUDITING SERVICES FOR FISCAL YEARS ENDING JUNE 30, 2016, 2017 AND 2018

Approved, 5/0

Recommended Action: It is recommended that the City Council approve award of a contract for professional auditing services to the firm of Badawi & Associates, Certified Public Accountants, for the fiscal year ending June 30, 2016, 2017 and 2018 with the option of extending for two subsequent fiscal years.

STAFF REPORT

PUBLIC HEARING

3. PROPOSED FINANCING CASA BLANCA APARTMENTS THROUGH THE ISSUANCE OF BONDS BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (“CSCDA”)

Reso No. 2016/10 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Resolution approving the issuance of bonds by the California Statewide Communities Development Authority (“CSCDA”) to finance the acquisition and rehabilitation of Casa Blanca Apartments by Levy Affiliated Holdings. Notice of this Public Hearing was published in the Contra Costa Times on January 25, 2016.

STAFF REPORT

4. VINEYARDS AT SAND CREEK (GP-14-01, PD-14-03, SUBDIVISION 9390)

Recommended Action: It is recommended that the City Council take the following actions:

Reso No. 2016/11 adopted, 5/0

1) Adopt the Resolution certifying the Environmental Impact Report for the Vineyards at Sand Creek Project, adopting Findings of Fact, and adopting a Mitigation Monitoring and Reporting Program.

Reso No. 2016/12 adopted, 5/0

2) Adopt the Resolution approving a General Plan Amendment of the project site from Business Park, Public/Quasi-Public, and Open Space/Senior Housing designations to Medium Low Density Residential and Open Space as well as amendment to the text of the Sand Creek Focus Area of the General Plan (GP-14-01).

To 02/23/16 for adoption, 5/0

3) Introduce the Ordinance approving a Development Agreement between the City of Antioch and GBN Partners, LLC.

To 02/23/16 for adoption, 5/0

4) Introduce the Ordinance approving a Rezone of the project site to Planned Development, approving a Master Development Plan, Final Development Plan, and Planned Development and Design Standards (PD-14-03).

Reso No. 2016/13 adopted, 5/0

5) Adopt the Resolution approving a Vesting Tentative Map/Final Development Plan and Resource Management Plan consisting of 641 units (Subdivision 9390).

STAFF REPORT

COUNCIL REGULAR AGENDA

5. ORDINANCE REGULATING SHOPPING CARTS

To 02/23/16 for adoption, 5/0

Recommended Action: It is recommended that the City Council Introduce the Ordinance Regulating Shopping Carts.

STAFF REPORT

6. CONSIDERATION OF BIDS FOR THE COUNTRY HILLS DRIVE AND VISTA GRANDE DRIVE WATER MAIN REPLACEMENT, (PW 503-16)

Approved, 5/0

Recommended Action: It is recommended that the City Council award the Country Hills Drive and Vista Grande Drive Water Main Replacement contract and authorize the City Manager to execute an agreement with the lowest, responsive bidder, A-S Pipelines, Inc. in the amount of \$983,690.

STAFF REPORT

7. CARD ROOM BALLOT INITIATIVE

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Clerk's Certificate to Initiative Petition; and
**Received and filed,
and Adopt Reso No. 2016/14
Calling Initiative Measure Election, 5/0**
- 2) Consider whether the City Council wishes to adopt the initiative ordinance or submit the matter to the voters.

STAFF REPORT

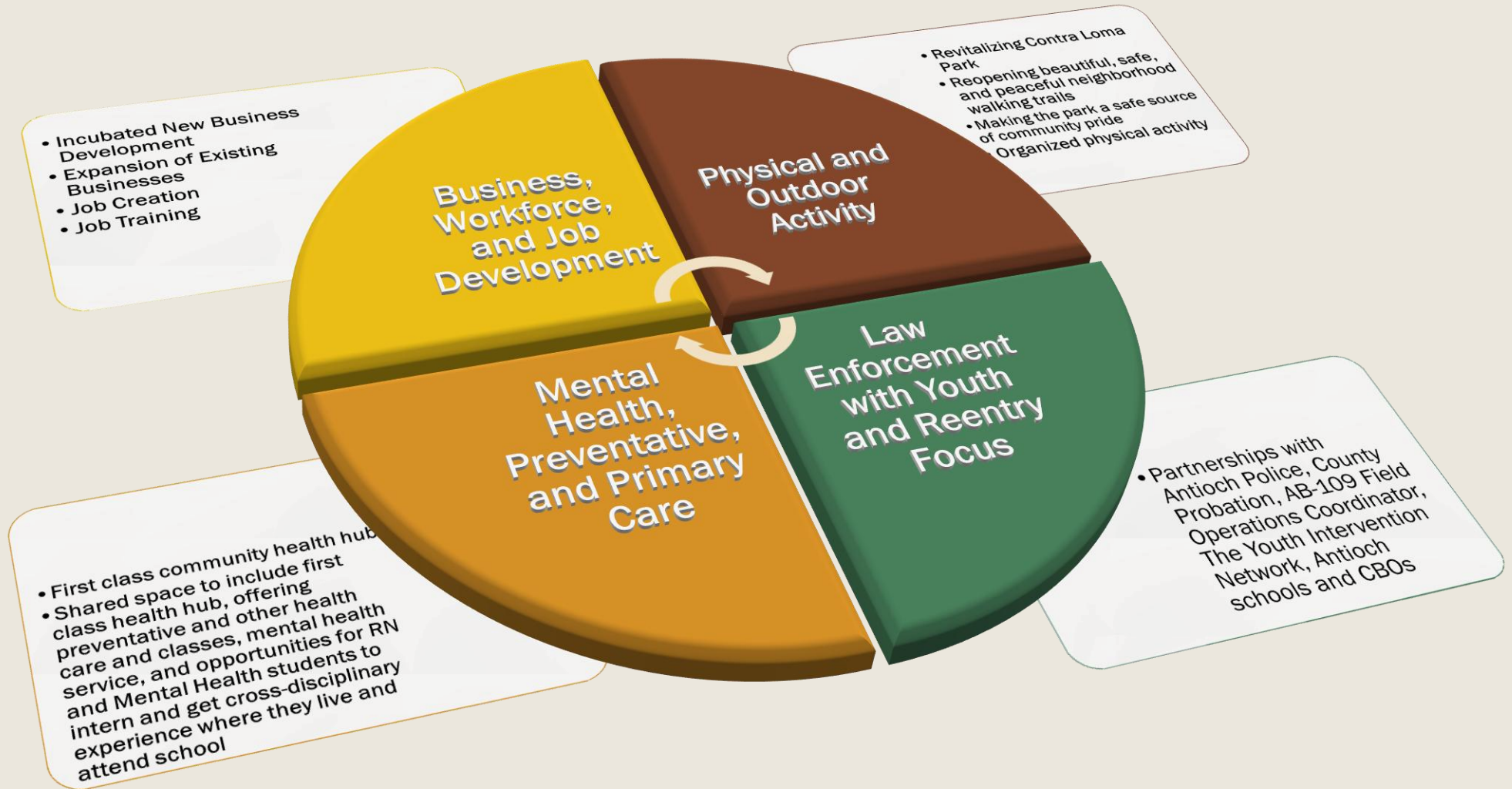
PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 6 months.*

ADJOURNMENT – 10:57 p.m.

The Antioch Health Wealth Initiative



Rivertown Neighborhoods

Census Tract: 3050.00

Poverty Level: 26.4% below federal 100% poverty level

Primary Ethnicity in Tract: White

Other Facts:

Pop. Size

Approximately 5,594 people

Pop. Density

Approx. 1,524 people per sq. mile

Land Area

Approx. 3.7 sq. miles

Age Statistics

29.0% under age 18

61.0% 18 to 64 years old

9.0% 65 years or older

Poverty Rates

26.0% at 100% poverty level

53.0% at 200% poverty level

Somersville /L Street Corridor Neighborhoods

Census Tract: 3072.02

Poverty Level: 29.7% below federal 100% poverty level

Primary Ethnicity in Tract: Hispanic

Other Facts:

Pop. Size

Approximately 3,878 people

Pop. Density

Approx. 14,270 people per sq. mile

Land Area

Approximately 0.3sq. miles

Age Statistics

34.0% under age 18

62.0% 18 to 64 years' old

4.0% 65 years or older

Poverty Rates

30.0% at 100% poverty level

59.0% at 200% poverty level

Antioch is a Tale of Two Cities

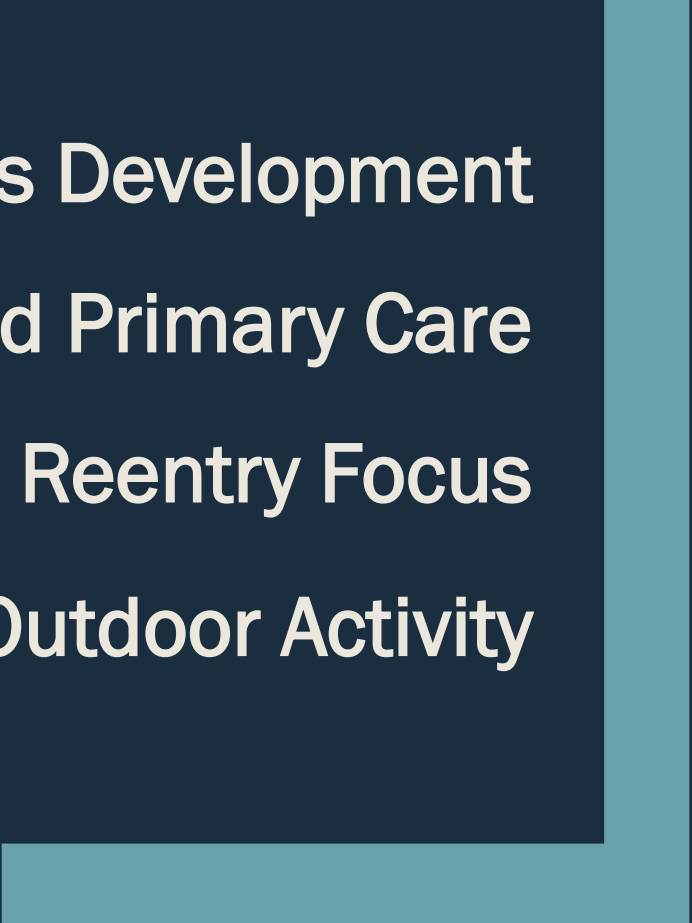
1990 - 2012 Population Growth & Statistics	Antioch, CA 94531	Antioch, CA 94509
Total Population	36,324	63,091
Square Miles	12.88	25.27
Population Density	2,820.30	2,496.40
1990 Population	9,666	53,621

2012 Household Income Statistics		Antioch, CA 94531	Antioch, CA 94509	United States
	Total Area Household Income	\$120,633,072	\$65,233,539	\$9,110,376,126,223
	Median Household Income	\$97,140	\$61,098	\$57,639
	Average Household Income	\$115,836	\$74,357	\$77,190
	Per Capita Household Income	\$33,468	\$24,841	\$29,126
	Income Less than \$15,000	4.39%	11.93%	11.77%
	Income \$15,000 to \$24,999	3.47%	8.46%	9.67%
	Income \$25,000 to \$34,999	4.17%	9.22%	9.73%
	Income \$35,000 to \$49,999	6.81%	12.47%	13.33%
	Income \$50,000 to \$74,999	15.83%	19.58%	18.03%
	Income \$75,000 to \$99,999	18.19%	14.91%	12.97%
	Income \$100,000 to \$124,999	15.30%	8.47%	8.65%
	Income \$125,000 to \$149,999	9.73%	5.24%	5.40%
	Income \$150,000 to \$199,999	10.48%	5.62%	5.12%
	Income \$200,000 and Over	11.62%	4.11%	5.34%

Crime Rate Index

2012 Crime Rate Indexes	Antioch, CA 94531	Antioch, CA 94509	United States
Total Crime Risk Index	10	68	100
Murder Risk Index	8	64	100
Rape Risk Index	11	57	100
Robbery Risk Index	40	135	100
Assault Risk Index	21	104	100
Burglary Risk Index	18	87	100
Barceny Risk Index	3	29	100
Motor Vehicle Theft Risk Index	29	119	100

FOUR CLUSTER APPROACH

- Job, Workforce, and Business Development
 - Mental Health, Preventative and Primary Care
 - Law Enforcement with Youth and Reentry Focus
 - Physical and Outdoor Activity
- 

Principals Related to Cluster Development

The scope of work assigned to each cluster and the broad collaborative activity reflects these four macro principals of economic revitalization:

- Economic development should increase standards of living;
- Reduce inequity;
- Promote and encourage sustainable resource use and production, and
- Improve health status

Principals Related to Cluster Development

In addition to the above four macro principals, we have adopted these seven widely accepted guiding principals:

- Deliberately investing in impact and accountability;
- Practicing partnership;
- Thinking globally; Engaging regionally and Acting locally;
- Building on community assets (strengths);
- Building community capacity;
- Moving with deliberation and urgency; and
- Sustaining community ownership and commitment.

Principals Related to Cluster Development

- Further, in addition to the four macro principals and seven guiding principals, we have adopted an *Overarching Principle*, that: ***Social Capital development must be a core part of any sustainable strategy for economic revitalization.***
- Social Capital, plainly stated, is the networks of relationships among people who live and work in a particular society, enabling that society to function effectively.
- The central premise of social capital is that social networks have value. Social Capital refers to the collective value of all social networks, (who people know), and the inclinations that arise from these networks to do things for each other creating norms of reciprocity.”



**CELEBRATING THOMAS GAINES DAY IN ANTIOCH
FEBRUARY 9, 2016**

WHEREAS, Since the beginning of Antioch in the 1800's our community has become home for new residents from around the world; and

WHEREAS, In the 1860's an emancipated slave named Thomas Gaines came to Antioch and worked as a laborer on the Antioch docks; and

WHEREAS, Thomas Gaines was the only African American resident of Antioch between 1860 and the 1940's; and

WHEREAS, He lived in a red brick shack on the waterfront in the back of the Antioch Lumber Company; and

WHEREAS, On February 28, 1875, Thomas Gaines became a member of the First Congregational Church by profession of faith; and

WHEREAS, Thomas Gaines was highly regarded around town for his noble work and his caring attention towards others - he regularly walked women and children home from church for safety; and

WHEREAS, Today Antioch celebrates a rich cultural heritage and inspiring diversity, and collaborates with several community partners to recognize Black History Month in February with special events and impressive exhibits.

NOW, THEREFORE, I, WADE HARPER, Mayor of the City of Antioch, do hereby proclaim February 9, 2016, as "THOMAS GAINES DAY" during Black History Month and the Black History Month Exhibit Days and I encourage all citizens, schools, and organizations to learn more about Antioch's cultural history, Black History Month, and Thomas Gaines, the first African American resident.

FEBRUARY 9, 2016

WADE HARPER, Mayor

**CITY COUNCIL MEETING
ANTIOCH PUBLIC FINANCING AUTHORITY**

**Regular Meeting
7:00 P.M.**

**January 12, 2016
Council Chambers**

6:00 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City’s Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay, Denise Haskett and Glenn Berkheimer; Employee organization: Public Employees Union Local 1.

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property – Humphrey’s Restaurant, Letter of Intent; Agency Negotiator – City Manager; Parties – Dorothy Everett and John Jernegan.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, Direction given to Labor Negotiators; and, **#2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, Direction given to City Manager.

Mayor Harper called the meeting to order at 7:01 P.M. in honor and memory of Lorenzo D. Hall. City Clerk Simonsen called the roll.

Present: Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

PLEDGE OF ALLEGIANCE

Mayor Harper led the Council and audience in the Pledge of Allegiance.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Eric Guzman, Opportunity Junction, announced an application session would be held at 10:00 A.M. on January 19, 2016 for their job training and placement program, and they were accepting clients for their Roadmap to College program. He noted orientation was held every Tuesday at 10:00 A.M. and the technology center offered free courses.

Stacey Duckett D.C., Rotary Club of Antioch, announced they were hosting a Bunny Hop 5K Event on March 26, 2016 at the Antioch Marina.

Marcus Jefferson, KangaZoom, announced they would be re-opening Golf and Games under a new name, KangaZoom and asked for the City’s support of their business.

Mayor Harper stated Councilmember Wilson would be reaching out with regards to opportunities to employ workers from the Workforce Development Board. He acknowledged KangaZoom for providing recreational opportunities for children and asked how the City could support business.

Velma Wilson wished everyone a Happy New Year and announced the following events;

- Prayer Breakfast hosted by East County NAACP, 8:00 A.M. – 10:00 A.M. at Antioch Church Family
- Dr. Martin Luther King Birthday Celebration hosted by City of Antioch and Antioch Unified School District, 1:00 P.M. at Deer Valley High School

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Parks and Recreation Commission: Three (3) vacancies; deadline date is January 29, 2016
- Board of Administrative Appeals: Five (5) Full-term vacancies and One (1) alternate vacancy; deadline date is January 29, 2016

He reported applications would be available in Council Chambers, online at the City's website and at the City Clerk's and Deputy City Clerks offices. He noted members of Boards and Commissions were required to complete a Form 700 Statement of Economic Interest and undergo Ethics Training.

PUBLIC COMMENTS - None

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Tiscareno reported on his attendance at a meeting with the Lone Tree Golf Board of Directors and announced TRANSPLAN, ECCRFFA, and State Route 4 Bypass Authority would be meeting on January 14, 2016.

Councilmember Rocha reported on her attendance at the Tri-Delta Transit meeting and the Antioch Police Department promotional swearing-in ceremony.

MAYOR'S COMMENTS

Mayor Harper reported on his attendance at Tri-Delta Transit meeting, Antioch Police Department promotional swearing-in ceremony, Mayor's Conference, ribbon-cutting for Hurricane Grill, and soft opening at Southern Café. He announced Delta Diablo would be meeting on January 13, 2016.

- 1. COUNCIL CONSENT CALENDAR *for City /Antioch Public Financing Authority***
 - A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 24, 2015**
 - B. APPROVAL OF COUNCIL MINUTES FOR DECEMBER 8, 2015**
 - C. APPROVAL OF COUNCIL WARRANTS**

- D. REJECTION OF CLAIMS: VALERIE B. KRONLEIN, MARIA AHMED, AND YASSAR AHMED
- 1) Maria Ahmed – Claim was received on October 5, 2015.
 - 2) Yassar Ahmed – Claim was received on October 5, 2015.
 - 3) Valerie B. Kronlein – Claim was received on November 23, 2015.
- E. APPROVAL OF TREASURER’S REPORT FOR NOVEMBER 2015
- F. CITY OF ANTIOCH COMPREHENSIVE ANNUAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2015
- G. SINGLE AUDIT REPORTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015
- H. RESOLUTION NO. 2016/01 COUNTY ASSISTANCE FINANCING TABORA GARDENS SENIOR APARTMENTS
- I. RESOLUTION NO. 2016/02 AND RESOLUTION NO. 2016/03 TO SUMMARILY VACATE A SURPLUS PORTION OF A WATER MAIN LINE EASEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY ADDITIONAL DOCUMENTS TO QUITCLAIM ANY INTEREST TO THE UNDERLYING FEE OWNER AND AUTHORIZE THE CITY MANAGER TO ACCEPT AN ADDITIONAL WATER MAIN LINE EASEMENT FOR DEER VALLEY BUSINESS PARK (PW 357- 303-06)
- J. RESOLUTION NO. 2016/04 OF LOCAL SUPPORT AND AUTHORIZING THE FILING OF A GRANT APPLICATION TO MTC REQUESTING AN ALLOCATION OF THE TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDS FOR NEW HANDICAP RAMPS AND BICYCLE IMPROVEMENTS AT VARIOUS LOCATIONS (P.W. 409-5)

Antioch Public Financing Authority

- K. ANTIOCH PUBLIC FINANCING AUTHORITY – BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS’ REPORT FOR THE YEAR ENDED JUNE 30, 2015

On motion by Councilmember Wilson, seconded by Councilmember Rocha, the City Council unanimously approved the Council Consent Calendar.

PUBLIC HEARING

2. ORDINANCE PROHIBITING THE CULTIVATION OF MARIJUANA

Interim City Attorney Cole presented the staff report dated January 12, 2016 recommending the City Council: 1) Introduce the Ordinance Prohibiting the Cultivation of Marijuana by title only; 2)

Introduce the Ordinance amending portions of Chapter 21 of Title 5 of the Antioch Municipal Code.

Mayor Harper opened the public hearing.

Jeffrey Kiefer, Antioch resident, explained health issues had resulted in treatment with medical marijuana he cultivated in his home. He expressed concern that this practice would be taken away with approval of the ordinance. He suggested Council classify and separate personal and commercial use of marijuana and leave the decision on this issue up to the voters of Antioch.

Mayor Harper closed the public hearing.

In response to Councilmember Tiscareno, Interim City Attorney Cole clarified approval of the ordinance would not preclude readdressing this issue at a later date. He commented that the City would rely on Code Enforcement to use some discretion when enforcing the ordinance as it related to medical marijuana cultivation.

Mayor Harper stated he would be supporting the ordinance and his purpose was not to make any decisions that would involve medical treatment.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously 1) Introduced the Ordinance Prohibiting the Cultivation of Marijuana by title only; 2) Introduced the Ordinance amending portions of Chapter 21 of Title 5 of the Antioch Municipal Code.

3. HEIDORN VILLAGE SUBDIVISION (PD-14-02, UP-14-08, AR-14-03, PW 695)

Community Development Director Ebbs introduced the item.

Senior Planner Morris clarified the revised recommendation for item #2 was for Council to "Introduce the ordinance". She presented the staff report dated January 12, 2016 recommending the City Council take the following actions: 1) Adopt the resolution approving the Heidorn Village Initial Study, Mitigated Negative Declaration and Mitigation and Monitoring Reporting Program. 2) Introduce the ordinance approving a Development Agreement between the City of Antioch and Mission Peak Homes, Inc. 3) Introduce the ordinance rezoning the project site from Planned Development District (PD) to Planned Development District (PD-14-02). 4) Adopt the resolution approving a Vesting Tentative Map/Final Development Plan (PW 695), a Use Permit (UP-14-08), and Design Review (AR-14-03), subject to conditions of approval.

Mayor Harper opened the public hearing.

Douglas Krah, Project Architect, thanked staff and Heritage Baptist Academy for their cooperation in the development of the project. He stated they were in agreement with the staff report and the conditions of approval.

Mayor Harper closed the public hearing.

Mayor Harper stated he had met with applicant and representatives from Heritage Baptist Church who were very professional and he felt this was a good project. He thanked the Planning Commission for their consideration and recommendation on this item.

RESOLUTION NO. 2016/05
RESOLUTION NO. 2016/06

Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously 1) Adopted the resolution approving the Heidorn Village Initial Study, Mitigated Negative Declaration and Mitigation and Monitoring Reporting Program. 2) Introduced the ordinance approving a Development Agreement between the City of Antioch and Mission Peak Homes, Inc. 3) Introduced the ordinance rezoning the project site from Planned Development District (PD) to Planned Development District (PD-14-02). 4) Adopted the resolution approving a Vesting Tentative Map/Final Development Plan (PW 695), a Use Permit (UP-14-08), and Design Review (AR-14-03), subject to conditions of approval.

COUNCIL REGULAR AGENDA

4. STRATEGIC PLAN CHECKLIST

City Manager Duran presented the staff report dated January 12, 2016, recommending the City Council review the Strategic Plan Addition Checklist and vote for each item therein contained for inclusion in the Draft Strategic Plan Update.

Scott Bartlebaugh and Bob Liles, Antioch residents, spoke in support of Strategic Plan Item #23, strategy J-3, specifically related to disc golf and asked Council to support a permanent facility at Prewett Park. They announced pledges were secured to fund the purchase of 9 baskets and they were willing to provide volunteer labor for installation of the facility.

Discussion ensued with Council voicing their support for a disc golf facility in Antioch.

Councilmember Ogorchock, speaking to item #3, clarified her request was to create a restorative justice process working with REACH and the District Attorney. Speaking to item #7, she questioned if license plate readers were proposed for the patrol fleet.

Councilmember Rocha discussed the importance of hiring the two new Code Enforcement employees, as soon as possible, to address blight.

In response to Councilmember Ogorchock, City Manager Duran clarified the City was considering license plate readers in the Sycamore Drive and Cavallo Road areas.

Chief Cantando clarified two patrol vehicles were equipped with license plate readers and additional readers would cost approximately \$15,000 per vehicle. He stated it was his

understanding Council requested he research costs for license plate readers for intersections particularly in the Sycamore corridor. He explained that a restorative justice process was not included in the contract with REACH at this time.

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council unanimously approved inclusion of all items contained in the Draft Strategic Plan Update with the exception of item #3.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously approved the following revision to Item #3:

- Item #3 Create a Restorative Justice Process and work with the District Attorney to require community service for property crimes.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Duran reported on his attendance at the Mayor's Conference.

COUNCIL COMMUNICATIONS

Councilmember Rocha announced Dr. Carrie Frasier and Gloria Hartsough would be honored at Dow Chemical for their involvement in the Reverend Dr. Martin Luther King Celebration and Black History Month. She requested travel approval to the League of California Cities for April 2016, be agendized.

Councilmember Ogorchock congratulated Council members appointed to Policy Committees for the League of California Cities.

Councilmember Wilson reported on her attendance at the Islamic Center of Antioch Open House, Antioch High School Girl Power Group and Sport's Legend Program honoring the Antioch High School football team. She requested the following items be agendized:

- Information on funding of a Fire District
- Presentations from the Antioch Community Foundation and Workforce Development Board

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 8:13 P.M. to the next regular Council meeting on January 26, 2016.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS SUCCESSOR AGENCY/HOUSING SUCCESSOR
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Regular Meeting
7:00 P.M.**

**January 26, 2016
Council Chambers**

6:00 P.M. - CLOSED SESSION

1. **PUBLIC EMPLOYMENT APPOINTMENT:** City Attorney – This Closed Session is authorized by California Government Code section 54957. Agency Designated Representative: City Manager, Administrative Services Director, and Phil McKenney of Peckham & McKenney regarding the recruitment of a City Attorney.

2. **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Potential Litigation pursuant to California Government Code §54956.9 (d)(4): Water Rights BDCP

Interim City Attorney Galstan reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYMENT APPOINTMENT**, No action taken, direction given to staff; and, **#2 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**, No action taken, direction given to staff.

Mayor Harper called the meeting to order at 7:01 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Ogorchock, Tiscareno, Rocha, and Mayor Harper

PLEDGE OF ALLEGIANCE

Mayor Harper led the Council and audience in the Pledge of Allegiance.

1. PROCLAMATION

Black History Month, February 2016

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the Council unanimously approved the Proclamation.

Dr. Carrie Frasier thanked the City for the proclamation and recognized Councilmember Rocha and Diane Gibson-Gray for their participation. She announced a Black History Month Art & Artifacts Exhibit reception would be held from 2:00 P.M. – 4:00 P.M. on February 6, 2016 and the exhibit would be on display through February 20, 2016 at the Nick Rodriguez Community Center. She recognized Joyce Smalley and Board Members of Rua'h Community Outreach Ministries in attendance this evening.

Mayor Harper announced a signed proclamation would be presented at the event.

Councilmember Rocha recognized everyone involved in the Reverend Dr. Martin Luther King celebration and the recipients of the scholarship awards.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Kaiser thanked the City Council for the *Black History Month* proclamation and stated she looked forward to hosting the exhibit at the Nick Rodriguez Community Center. She announced season passes for the Antioch Water Park were available and a wine tasting fundraiser for the First Tee program would be held at the Lone Tree Golf and Event Center from 5:30 P.M. – 8:30 P.M. on January 30, 2016. She noted they were seeking coaches and volunteers for the First Tee program.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Parks and Recreation Commission: Three (3) vacancies; deadline date is January 29, 2016
- Board of Administrative Appeals: Five (5) Full-term vacancies and One (1) alternate vacancy; deadline date is January 29, 2016

He reported applications would be available in Council Chambers, online at the City's website and at the City Clerk's and Deputy City Clerks offices.

PUBLIC COMMENTS

Sandra Kelly, Antioch resident, reported the Marina overflow lot was being used by a private organization to provide a mobile shower unit for the benefit of the homeless. She stated loitering and camping in the area was occurring on a permanent basis and she was concerned for the safety of those berthing boats and the general public. She requested City Council make the area a safe and welcoming place for families, visitors and new businesses in the area.

Mitchell Hardin, Antioch resident, announced a free Business Planning Class would be held in Antioch and spoke in support of the City developing a program for business retention.

Beverly Knight, Antioch resident, spoke in support of Sandra Kelly and her efforts to stop the showering of the homeless at the Marina. She suggested Shower House Ministries relocate to private property.

Velma Wilson, Antioch resident, stated her daughter was at home recovering and thanked everyone for their prayers. She reported on the success of the Reverend Dr. Martin Luther King celebration and thanked everyone who participated in the event.

Algerine Clayton, Antioch resident, stated she had submitted an application for use of the Antioch Community Center for a wedding and had recently received a letter requiring a liquor license for

the event. She clarified there would be no alcohol served and requested the City Council's consideration in this matter.

Chloe Reynolds, Antioch resident, spoke in support of a park in downtown Antioch.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Rocha reported on her attendance at the Community Service Policy Committee and announced National Transit Institute would be conducting training in Antioch.

Councilmember Tiscareno reported on his attendance at the TRANSPLAN and ECCRFFA meetings.

Councilmember Ogorchock reported on her attendance at the League of California Cities.

Councilmember Wilson announced the Mello Roos meeting had been cancelled and she reported on her attendance at the League of California Cities.

MAYOR'S COMMENTS

Mayor Harper reported on his attendance at the Delta 6 meeting, Reverend Dr. Martin Luther King Celebration, Delta Diablo meeting and Contra Costa Leadership Council conference. He announced Tri Delta Transit would be meeting tomorrow.

Councilmember Tiscareno stated it was nice to see Mrs. Reggie Moore's participate in the Reverend Dr. Martin Luther King Celebration.

PRESENTATION

Investment Report by Public Finance Management (PFM), presented by Sarah Meacham

Sarah Meacham introduced Leslie Murphy to give the presentation. Ms. Murphy gave an overhead presentation of the Fourth Quarter 2015 Review of Portfolio.

Mayor Harper thanked Ms. Murphy for the presentation.

Chief Cantando gave a presentation of the *Police Statistics for Year End 2015* including the following information:

- Part 1 Crime Statistics
- Bureau of Support Services
- Bureau of Field Services
- Current Staffing Levels
- New Developments

The City Council thanked Chief Cantando for the presentation and Antioch Police Officers for the positive report.

2. **COUNCIL CONSENT CALENDAR for City /City as Successor Agency/Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MINUTES FOR JANUARY 12, 2016**
 - B. **APPROVAL OF COUNCIL WARRANTS**
 - C. **REJECTION OF CLAIMS: KIRAN SINGH & LADONNA HARDMAN**
 - 1) Karin Singh – Claim was received on November 16, 2015.
 - 2) LaDonna Hardman – Claim was received on December 10, 2015, and amended on December 28, 2015.
 - D. **APPROVAL OF TREASURER’S REPORT FOR DECEMBER 2015**
 - E. **ORDINANCE NO. 2109-C-S PROHIBITING CULTIVATION OF MARIJUANA (*Introduced on 01/12/16*)**
 - F. **ORDINANCE NO. 2110-C-S, AND ORDINANCE NO. 2111-C-S HEIDORN VILLAGE PROJECT – SECOND READING OF ORDINANCES (PD-14-02, UP-14-08, AR-14-03, PW 695) (*Introduced on 01/12/16*)**
 - 1) Adopt the Ordinance approving a Development Agreement between the City of Antioch and Mission Peak Homes, Inc.
 - 2) Adopt the Ordinance approving a rezone from Planned Development District (PD) to Planned Development District (PD-14-02).

City of Antioch Acting as Successor Agency/Housing Successor to the Antioch Development Agency

- G. **APPROVAL OF SUCCESSOR AGENCY WARRANTS**
- H. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
- I. **SA RESOLUTION NO. 2016/20 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (16-17) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously approved the Council Consent Calendar.

COUNCIL REGULAR AGENDA

3. PLANNING COMMISSION APPOINTMENTS FOR TWO PARTIAL-TERM VACANCIES EXPIRING OCTOBER 2019

Mayor Harper nominated Kerry Motts and Sedar Husary for two partial-term vacancies on the Planning Commission expiring June 2019.

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council appointed Kerry Motts and Sedar Husary to two partial-term vacancies on the Planning Commission expiring June 2019.

4. ECONOMIC DEVELOPMENT COMMISSION APPOINTMENT FOR ONE PARTIAL-TERM VACANCY EXPIRING JUNE 2017

Mayor Harper nominated Robert Kilbourne for one partial-term vacancy on the Economic Development Commission expiring June 2017.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council appointed Robert Kilbourne to one partial-term vacancy on the Economic Development Commission expiring June 2017.

5. LETTER OF INTENT FOR A LEASE WITH "EVERETT AND JONES" RESTAURANT AT ONE MARINA PLAZA, ANTIOCH, CALIFORNIA

City Manager Duran presented the staff report dated January 26, 2016 recommending the City Council approve the proposed Letter of Intent for the lease of One Marina Plaza, Antioch, California (also known as "Humphrey's Restaurant") to Dorothy Everett and John Jernigan doing business as "Everett and Jones Barbeque," and authorize the City Manager to execute the LOI.

Economic Development Program Manager Lizeht Zepeda introduced the prospective tenants and explained approval of the LOI would allow Everett and Jones the opportunity to visualize and plan for an East Contra Costa County location. She noted they were an experienced family-owned business with a dedicated clientele and great reputation. She further noted the project would fit into the Downtown Specific Plan and revitalization efforts to build Antioch's economy.

Dorothy King, representing Everett and Jones, stated it was a pleasure and honor to have an opportunity to accept this offer. She gave a history of their family-owned business from the inception.

Len Turner, representing Turner Group Construction, stated they believed the restaurant location was a diamond in the rough and they appreciated the opportunity to be a part of the community.

Mayor Harper thanked Ms. King and Mr. Turner for considering Antioch for their new restaurant location and being a catalyst for economic development in downtown.

Councilmember Tiscareno stated this business was a positive step for Antioch and he agreed with the language in the Letter of Intent (LOI).

City Manager Duran recognized Mr. Turner for bringing the restaurateur to Antioch.

Councilmember Wilson thanked the applicant for bringing their restaurant to Antioch and wanting to be invested in the community.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the proposed Letter of Intent for the lease of One Marina Plaza, Antioch, California (also known as "Humphrey's Restaurant") to Dorothy Everett and John Jernigan doing business as "Everett and Jones Barbeque," and authorized the City Manager to execute the LOI.

6. ALTERNATIVE POWER FEASIBILITY STUDY (PW 699)

City Clerk Simonsen announced the Clerk's office received two letters dated January 21, 2016 and January 26, 2016 from OpTerra which had been made available to Council, staff and the public.

City Engineer/Director of Public Works Bernal and Russell Driver, ARC Alternatives, presented the staff report dated January 26, 2016 recommending the City Council receive the Alternative Power Feasibility Study and direct staff to continue negotiations with NRG for potential solar projects utilizing PG&E's bill credit transfer program under a Power Purchase Agreement.

Director of Public Works/City Engineer Bernal stated with concurrence of the City Attorney, they believed points in the letters from OpTerra were unfounded. He explained the City's intent was to conduct an unbiased independent analysis and they had not used NRG or OpTerra's actual information.

Jeff Janssen, Manager of Government Partnerships OpTerra Energy Services, stated they did not have any exceptions to the work ARC did; however, they did not feel it was fair that they compared a NEM project to RES-BCT project when it was not what they had proposed. He noted it was unfair for OpTerra to be associated with it and that was why they were asking to have their name removed from the report.

Director of Public Works/City Engineer Bernal responded that staff understood the analysis was not exactly what OpTerra proposed because it did not include energy efficiency aspects. He explained OpTerra's name was included for the purpose of giving Council a reference point.

Ron Parish, General Manager of the Lone Tree Golf Course and Event Center, stated they were eagerly interested in energy cost savings through solar generation; however, he was unsure if the Golf Course would realize a cost savings from the RES-BCT program.

Director of Public Works/City Engineer Bernal responded that there may be an opportunity for cost savings to be passed on to the Golf Course.

A motion was made by Councilmember Ogorchock, seconded by Councilmember Rocha, to receive the Alternative Power Feasibility Study and directed staff to continue negotiations with NRG for potential solar projects utilizing PG&E's bill credit transfer program under a Power Purchase Agreement and directed staff to remove OpTerra from the proposal.

Interim City Attorney Galstan speaking to the motion, explained it was not possible to edit or delete information from public documents; however, the letters from OpTerra could be included as part of the public record and file.

The motion was amended as follows:

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously received the Alternative Power Feasibility Study and directed staff to continue negotiations with NRG for potential solar projects utilizing PG&E's bill credit transfer program under a Power Purchase Agreement.

7. CONSULTANT SERVICE AGREEMENT FOR THE ZONE I TRANSMISSION PIPELINE REHABILITATION AT HIGHWAY 4 (PW 701)

City Engineer/Director of Public Works Bernal presented the staff report dated January 26, 2016 recommending City Council adopt a resolution amending the fiscal year 2015/2016 budget to include Water Enterprise funding in the amount of \$700,000 for the Zone I Transmission Pipeline Rehabilitation at Highway 4 project and authorize the City Manager to sign an agreement with RMC Water and Environment for design consulting services related to this project in the amount of \$86,312.

RESOLUTION NO. 2016/07

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously adopted a resolution amending the fiscal year 2015/2016 budget to include Water Enterprise funding in the amount of \$700,000 for the Zone I Transmission Pipeline Rehabilitation at Highway 4 project and authorized the City Manager to sign an agreement with RMC Water and Environment for design consulting services related to this project in the amount of \$86,312.

8. RESOLUTION AUTHORIZING THE FILING OF A FINANCIAL ASSISTANCE APPLICATION WITH THE STATE WATER RESOURCES CONTROL BOARD FOR A DRINKING WATER STATE REVOLVING FUND LOAN UP TO \$1,000,000 FOR THE BRACKISH WATER DESALINATION PROJECT (PW 694)

City Engineer/Director of Public Works Bernal presented the staff report dated January 26, 2016 recommending City Council adopt the Resolution and Authorize the City Manager to file a loan application with the State Water Resources Control Board for a Drinking Water State Revolving Fund Loan up to \$1,000,000 for the Brackish Water Desalination Project.

RESOLUTION NO. 2016/08

On motion by Councilmember Tiscareno, seconded by Councilmember Wilson, the City Council unanimously adopted the Resolution and Authorized the City Manager to file a loan application with the State Water Resources Control Board for a Drinking Water State Revolving Fund Loan up to \$1,000,000 for the Brackish Water Desalination Project.

Mayor Harper thanked staff for their professional work in preparing for the meeting agenda this evening.

9. THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH EXPONENT, INC.

City Engineer/Director of Public Works Bernal presented the staff report dated January 26, 2016 recommending City Council approve the Third Amendment to the Consultant Service Agreement with Exponent, Inc. to assist in negotiations with the City's Water Rights, provide support, scientific and technical analysis, studies and testimony for the Bay Delta Conservation Plan (BDGP)/California WaterFix in the amount of \$147,500 for a total of \$210,000.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously approved the Third Amendment to the Consultant Service Agreement with Exponent, Inc. to assist in negotiations with the City's Water Rights, provide support, scientific and technical analysis, studies and testimony for the Bay Delta Conservation Plan (BDGP)/California WaterFix in the amount of \$147,500 for a total of \$210,000.

10. PARKING ENFORCEMENT OUTSOURCING

Chief Cantando presented the staff report dated January 26, 2016 recommending the City Council authorize the City Manager to execute a 6 (six) month agreement with SP+ (SP Plus) allowing the City of Antioch to outsource its parking enforcement and vehicle abatement.

In response to Mayor Harper, Chief Cantando explained the cost to provide the service in-house was more expensive and considering revenue projections, they were hopeful it would pay for itself and possibly bring in additional revenues.

Steve Resnick, representing SP+, explained the goal was compliance and by educating the public of the enforcement policy, they believed there would be more compliance. He explained they engaged stakeholders and enforcement efforts were under the direction of the Antioch Police Department. He stated measurements of success would include a decrease in complaints, an increase in citation revenue and meeting goals and objectives set by the Antioch Police Department. He noted they had hired Volunteers In Police Services (VIPS) who had experience in the City and they would be utilizing handheld devices to input information.

In response to Council, Chief Cantando reported the Labor Union was in support of the program. He stated the public would be informed of enforcement and abatement efforts via social media and press releases. Additionally, he noted for a limited time they would issue warning citations.

Interim City Attorney Galstan added administrative citations were also appealable to the Board of Administrative Appeals.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously authorized the City Manager to execute a 6 (six) month agreement with SP+ (SP Plus) allowing the City of Antioch to outsource its parking enforcement and vehicle abatement.

Mayor Harper declared a recess at 9:26 P.M. The meeting reconvened at 9:37 P.M. with all Councilmembers present.

11. WILD ROOSTERS AND HENS

Chief Cantando presented the staff report dated January 26, 2016 recommending the City Council receive the oral report concerning staffs' efforts regarding the wild rooster and hen population in the area of Vine Lane, Viera Avenue, Walnut Avenue, and Bown Lane.

Mayor Harper stated in light of the recent annexation of the area, it would not set precedence for Council to consider funding the eradication of some of the animals.

Councilmember Wilson stated this issue would become cyclical if not all neighbors were willing to participate in the eradication of the animals on their properties.

Chief Cantando explained this issue was the same as wild turkeys and peacocks and with residents unwilling to work with the City, the birds would continue to repopulate. He advised Council costs would far exceed the initial \$7,000. He reported staff had sent out mailers and the residents contacted indicated they wanted the roosters out of the area; but they were unwilling to assist or allow anyone on their property.

Kurt Loomis, Antioch resident, gave a history of issues related to wild roosters and hens in his neighborhood and noted the County and the City have both failed to address their concerns.

Kip Stephens, Lori Cook and Stephanie Sterling, Antioch residents, stated City funds should not fund the trapping of wild animals.

Councilmember Rocha stated she was sympathetic to the issue and understood the concerns; however, she was concerned neighbors were unwilling to work together to address the problem.

Councilmember Tiscareno stated he appreciated Mr. Loomis's concerns; however, based on the lack of cooperation from the neighbors, the problem could not be resolved. He offered to meet with residents in the neighborhood to work toward a successful resolution.

In response to Councilmember Ogorchock, Chief Cantando clarified Animal Control contacted approximately 20 residents in the area. He noted these birds fly throughout the neighborhood; therefore, it was important for residents to work together to resolve the issue and prevent repopulation. He estimated there to be 60-70 birds in the area.

Councilmember Ogorchock stated she would also be willing to meet with the residents in the area.

Councilmember Wilson stated without full cooperation of the community, she believed the problem would remain cyclical.

Mayor Harper stated since the area was recently annexed, he believed it was the City's responsibility to provide leadership and reach out to the community.

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously received the report and directed two Council members to attempt to meet with residents in the area.

12. MEMORANDUM OF UNDERSTANDING WITH SUTTER DELTA MEDICAL CENTER

City Manager Duran presented the staff report dated January 26, 2016 recommending the City Council approve a Memorandum of Understanding (MOU) with Sutter Delta Medical Center, which has requested the MOU.

Doris Stephens, Sutter Delta Medical Center, stated in order for them to participate in the 340B program, there was a requirement to have a signature on an MOU, on behalf of a state or local government official. She noted the 340B program required pharmaceutical companies to provide discounted rates on pharmaceuticals for outpatients to help support the care of the patients who are under or uninsured. She further noted there would be no obligation or auditing on the City's part.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously approved a Memorandum of Understanding (MOU) with Sutter Delta Medical Center, which has requested the MOU.

13. RESOLUTION OPPOSING EXTENSION OF TRADE POLICIES

Mayor Harper presented the staff report dated January 26, 2016 recommending the City Council consider adopting a resolution opposing the extension of Trade Policies.

City Clerk Simonsen announced he had received a letter from the Central Labor Council of Contra Costa County AFL-CIO signed by Steve Older and Margaret Hanlon-Gradie, in support of the resolution opposing the extension of Trade Policies.

Linda Doppe United Steelworkers Local 1440, Ben Salazar, Ken Baker United Steelworkers, Joseph Summers Contra Costa AFL-CIO Labor Council, Nadine Peyrucain California Alliance for Retired Americans, spoke in support of the City adopting the resolution opposing the extension of Trade Policies. Ms. Peyrucain also distributed a handout from the California Alliance for Retired Americans to Council and the audience.

Councilmember Ogorchock stated she wanted more information on this item before proceeding and requested the item be tabled.

RESOLUTION NO. 2016/09

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council adopted a resolution opposing the extension of Trade Policies. The motion carried the following vote:

Ayes: Harper, Wilson, Tiscareno, Rocha

Abstain: Ogorchock

14. CITY COUNCIL AGENDA FOLLOW-UP LIST

City Manager Duran presented the staff report dated January 26, 2016 recommending the City Council review and acknowledge the items on the City Council Agenda Follow-Up List.

Mayor Harper thanked City Manager Duran for providing the list to Council and the transparency in which he conducted business.

Councilmember Ogorchock thanked City Manager Duran for the list. She spoke in support of the City adopting an ordinance to limit the number of smoke shops through attrition and a shopping cart ordinance.

City Manager Duran reported the shopping cart ordinance would be before Council in February.

Interim City Attorney Galstan explained the smoke shop issue related to legal non-conforming uses, was a separate and complicated issue.

Lori Cook, Antioch resident, spoke in support of the City adopting a shopping cart ordinance.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously reviewed and acknowledged the items on the City Council Agenda Follow-Up List.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Duran reported on his attendance at the Delta 6 meeting.

COUNCIL COMMUNICATIONS

Councilmember Wilson reported on her attendance at the Sand Creek Town Hall and Health Wealth Initiative meetings. She requested staff agendaize an update on improvements for Contra Loma Estates and Prosserville Parks.

Councilmember Ogorchock stated she attended many of the events already spoken about and noted the Reverend Dr. Martin Luther King celebration was phenomenal.

Councilmember Tiscareno agreed that the Reverend Dr. Martin Luther King celebration was an excellent event and he was pleased Mrs. Reggie Moore participated.

In response to Councilmember Rocha, City Manager Duran stated that he would schedule a workshop on homeless issues for a Council meeting, in March.

Councilmember Rocha reported she gave Antioch Unified School Board Member Fernando Navarro the Oath of Office.

Mayor Harper recognized staff for preparing the extensive agenda for this evening.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 10:44 P.M. to the next regular Council meeting on February 9, 2016.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 9, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Christina Garcia, Deputy City Clerk *Cg*

APPROVED BY: Nickie Mastay, Administrative Services Director *NM*

SUBJECT: City Council Special Meeting/Closed Session Minutes of February 8, 2016

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting/Closed Session Minutes of February 8, 2016 to the next meeting.

STRATEGIC PURPOSE

N/A

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD
 JANUARY 15-28, 2016
 FUND/CHECK#

100 General Fund

Non Departmental

360538	ALCAL SPECIALTY CONTRACTING	CHECK REPLACEMENT	30.00
360555	BLACK DOT WIRELESS LLC	DEPOSIT REFUND	4,000.00
360563	PURSUIT NORTH	SUPPLIES	18.18
360564	CA BUILDING STANDARDS COMMISSION	QTR 4 REMITTANCE	910.00
360566	CATHOLIC FUNERAL AND CEMETERY	DEPOSIT REFUND	353.00
360581	CPR FAST	CHECK REPLACEMENT	302.40
360584	DANCE IMAGES VIDEO	CHECK REPLACEMENT	15.00
360609	KIPER DEVELOPMENT	DEPOSIT REFUND	5,027.50
360611	EMPLOYEE	CHECK REPLACEMENT	37.50
360620	EMPLOYEE	CHECK REPLACEMENT	22.50
360624	MERITAGE HOMES OF NO CALIFORNIA	DEPOSIT REFUND	3,500.00
360633	OVERLAND CONTRACTING INC	DEPOSIT REFUND	4,801.00
360642	RANEY PLANNING & MANAGEMENT INC	CONTRACT PLANNING	4,075.89
360643	RASH CURTIS AND ASSOCIATES	AR141580/COMMISSION	190.58
360645	RCCG JESUS HOUSE ANTIOCH	DEPOSIT REFUND	556.80
360646	REALCOM ASSOCIATES LLC	DEPOSIT REFUND	1,513.00
360651	RONALD GREENWELL AND ASSOCIATES	DEPOSIT REFUND	1,500.00
360653	SAC WIRELESS LLC	DEPOSIT REFUND	2,000.00
360654	SALVATION ARMY	DEPOSIT REFUND	2,000.00
360655	SCALIA GOODIN LLP	DEPOSIT REFUND	2,000.00
360663	SPECTRATURF INC	CHECK REPLACEMENT	823.54
360665	STANTEC CONSULTING SERVICES INC	DEPOSIT REFUND	3,000.00
360671	STREAMLINE ENGINEERING AND DESIGN	DEPOSIT REFUND	4,000.00
360672	SUNRISE LAUNDROMAT	CHECK REPLACEMENT	9.00
360673	SUNSET EXPLORATION	DEPOSIT REFUND	2,112.42
360677	WALMART	DEPOSIT REFUND	4,325.00
360678	WEST COAST SIGN CO	DEPOSIT REFUND	500.00
360699	DEER PACIFIC LP	DEPOSIT REFUND	3,150.00
360701	DIVISION OF STATE ARCHITECT	SB 1186 REMITTANCE	263.70
360705	FAST WATER HEATER INC	CBSC FEE REFUND	1.50
360737	SEN, VIJAY	DEPOSIT REFUND	2,000.00
926015	ZUMWALT ENGINEERING GROUP INC	ENGINEERING SERVICES	1,375.95
<i>City Council</i>			
360614	LEAGUE OF CALIF CITIES	MEMBER DUES	725.00
<i>City Attorney</i>			
360580	COTA COLE ATTORNEYS LLP	LEGAL SERVICES	21,185.81
360638	PECKHAM AND MCKENNEY	PROFESSIONAL SERVICES	1,085.35
926025	SHRED IT INC	SHRED SERVICES	48.84
<i>City Manager</i>			
360556	CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	342.00
360630	OFFICE MAX INC	OFFICE SUPPLIES	231.99
926007	KARSTE CONSULTING INC	PROFESSIONAL SERVICES	1,800.00
<i>City Clerk</i>			
360709	GARCIA, CHRISTINA L	MILEAGE REIMBURSEMENT	212.18

Prepared by: Georgina Meek
 Finance Accounting
 2/4/2016

2D

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD
 JANUARY 15-28, 2016
 FUND/CHECK#

Human Resources

360548 BANK OF AMERICA	CLEARINGHOUSE VERIFICATION	378.62
360603 IEDA INC	PROFESSIONAL SERVICES	4,035.84
926013 UNLIMITED GRAPHIC & SIGN NETWORK	PLAQUE	21.80
926025 SHRED IT INC	SHRED SERVICES	48.85

Finance Administration

360548 BANK OF AMERICA	WEBINAR-MERCHANT	25.00
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Finance Accounting

360548 BANK OF AMERICA	GFOA	580.00
360586 DIABLO LIVE SCAN	FINGERPRINTING	20.00
360668 STATE OF CALIFORNIA	FINGERPRINTING	49.00
926025 SHRED IT INC	SHRED SERVICES	48.85

Finance Operations

360568 CMRTA	MEMBER DUES	100.00
360640 PROGRESSIVE SOLUTIONS INC	BUSINESS LICENSE PAPER	606.90
360731 PITNEY BOWES INC	SERVICE AGREEMENT	604.50
360746 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	20.50

Non Departmental

926082 RETIREE	MEDICAL AFTER RETIREMENT	1,685.66
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Public Works Maintenance Administration

360550 BANK OF AMERICA	LICENSE RENEWAL	116.00
360726 NEXTEL SPRINT	CELL PHONE	1.73

Public Works Street Maintenance

360563 COUNTY ASPHALT	ASPHALT	102.76
360630 OFFICE MAX INC	OFFICE SUPPLIES	55.41
360719 LOWES COMPANIES INC	SUPPLIES	45.34
360726 NEXTEL SPRINT	CELL PHONE	113.53
360751 VERIZON WIRELESS	DATA USAGE	38.01

Public Works-Signal/Street Lights

360563 AMERICAN GREENPOWER USA INC	STREET LIGHTS	32.72
360635 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	151.03
926005 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	244.55
926021 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,939.83

Public Works-Striping/Signing

360563 MANERI SIGN COMPANY	PARK SIGNS	40.33
360702 EAST BAY WELDING SUPPLY	WELDING SUPPLIES	223.62
360706 FASTENAL CO	SUPPLIES	64.10
360719 LOWES COMPANIES INC	SUPPLIES	295.78
360720 MANERI SIGN COMPANY	SIGNS	3,071.91
360726 NEXTEL SPRINT	CELL PHONE	113.53
360751 VERIZON WIRELESS	DATA USAGE	38.01

Public Works-Facilities Maintenance

360563 OMEGA INDUSTRIAL SUPPLY	DRAIN DEGREASER	0.69
360592 FASTENAL CO	SUPPLIES	283.98
360628 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	100.00
360700 DELTA FENCE CO	FENCE REPAIR	350.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD
 JANUARY 15-28, 2016
 FUND/CHECK#

360719	LOWES COMPANIES INC	SUPPLIES	481.75
360751	VERIZON WIRELESS	DATA USAGE	38.01
Public Works-Parks Maint			
360550	BANK OF AMERICA	SUPPLIES	817.01
360563	SITEONE LANDSCAPE SUPPLY HOLDING	EQUIPMENT RENTALS	154.66
360585	DELTA FENCE CO	BOLLARD REPLACEMENT	1,000.00
360670	STEWARTS TREE SERVICE INC	TREE SERVICES	1,037.00
926011	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	1,884.49
Public Works-Median/General Land			
360563	CROP PRODUCTION SERVICES INC	CHEMICALS	86.03
360634	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	5,737.00
360635	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	25.38
360660	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
360670	STEWARTS TREE SERVICE INC	TREE SERVICES	375.00
360719	LOWES COMPANIES INC	SUPPLIES	87.72
360739	STEWARTS TREE SERVICE INC	TREE SERVICES	6,500.00
926027	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	1,259.10
Public Works-Work Alternative			
360563	FURBER SAW INC	SUPPLIES	1.05
360726	NEXTEL SPRINT	CELL PHONE	100.21
Police Administration			
360536	ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-WISECARVER	282.00
360537	ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-FORTNER	282.00
360539	ALLENBORPH, MATTHEW JEFFREY	MEAL ALLOWANCE	22.50
360545	ASR - BRICKER MINCOLA	UNIFORMS	3,003.11
360547	AYRES SUITES YORBA LINDA	LODGING-K MEADS	506.90
360551	BARNETT MEDICAL SERVICES INC	WASTE DISPOSAL	165.00
360563	ASR - BRICKER MINCOLA	EQUIPMENTS	192.61
360565	CANTANDO, ALLAN J	TRAINING PER DIEM	270.00
360583	CSI FORENSIC SUPPLY	SUPPLIES	888.23
360587	DIRECT GOV SOURCE	LAW ENFORCEMENT EQUIPMENT	2,903.94
360588	DOUBLETREE BY HILTON	LODGING-CANTANDO	670.50
360596	FORTNER, JOHN C	MEAL ALLOWANCES	22.50
360608	KELLY MOORE PAINT CO	RANGE MAINTENANCE	38.96
360621	MC MANUS, ERIC A	MEAL ALLOWANCE	22.50
360623	MEADS, KORINA M	TRAINING PER DIEM	320.00
360627	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	110.91
360630	OFFICE MAX INC	OFFICE SUPPLIES	2,865.13
360639	PORAC LEGAL DEFENSE FUND	RESERVE DUES	40.50
360644	RASPORT INC	SUPPLIES	432.93
360661	SIMPLY SELLING SHIRTS	SHIRTS	104.64
360680	WISECARVER JR, JIMMY R	MEAL ALLOWANCE	22.50
360681	BANK OF AMERICA	MEETING EXPENSE	3,130.30
360682	BANK OF AMERICA	LODGING-COLLEY	6,112.55
360746	UNITED PARCEL SERVICE	SHIPPING	162.96
926000	CDW GOVERNMENT INC	MAINTENANCE KIT	359.70

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926002 CRYSTAL CLEAR LOGOS INC	UNIFORM SHIRTS	365.80
926006 IMAGE SALES INC	BADGES	39.24
926008 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	212.34
926010 SHRED IT INC	SHRED SERVICES	339.43
926022 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	143.44
926024 PROFORCE MARKETING INC	TASERS	4,193.72
Police Prisoner Custody		
360682 BANK OF AMERICA	DRY CLEANING	148.50
Police Community Policing		
360563 PURSUIT NORTH	VEHICLE BUILD	29.35
360711 HULSEY, MICHAEL S	ADVANCED DISABILITY PENSION	3,063.23
360712 HUNT AND SONS INC	FUEL	110.15
360722 MOORE K9 SERVICES	K9 TRAINING	800.00
Police Investigations		
360571 COMMUNITY VIOLENCE SOLUTIONS	MEDICAL EXAM SERVICES	3,000.00
360615 LEXISNEXIS	SUBSCRIPTION FEE	255.00
360617 LOS ANGELES CO AUDITOR CONTROLLER	ANALYSIS KIT	1,030.00
360662 SPECIAL SERVICES GROUP LLC	COVERT TRACK SERVICES	600.00
Police Special Operations Unit		
360743 TOYOTA FINANCIAL SERVICES	VEHICLES LEASE	3,240.90
Police Communications		
360546 AT AND T MCI	PHONE	50.19
360573 CONTRA COSTA COUNTY	RADIO SERVICES	15,203.35
360574 CONTRA COSTA COUNTY	CLETS SUPPLIES	4,097.61
360599 GLOBALSTAR	SATELLITE PHONE	89.27
360636 PACIFIC TELEMAGEMENT SERVICES	LOBBY PAY PHONE	78.00
360687 AMERICAN TOWER CORPORATION	CELL TOWER RENTAL	128.78
360749 VERIZON WIRELESS	WIRELESS SERVICE	1,786.47
Police Facilities Maintenance		
360567 CLASSY GLASS	WINDOW TINTING	1,964.00
360582 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	850.45
360719 LOWES COMPANIES INC	SUPPLIES	12.99
360738 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
Community Development Land Planning Services		
360642 RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	753.36
360692 BAY AREA NEWS GROUP	LEGAL AD	376.20
360703 EIDEN, KITTY J	MINUTES CLERK	294.00
CD Code Enforcement		
360563 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	1.85
360578 CONTRA COSTA COUNTY	RECORDING FEES	436.00
360597 FRESNO CITY COLLEGE	REGISTRATION PC832	130.00
360719 LOWES COMPANIES INC	SUPPLIES	134.71
360726 NEXTEL SPRINT	CELL PHONE	255.46
PW Engineer Land Development		
360691 ARC ALTERNATIVES	PROFESSIONAL SERVICES	3,015.00
360726 NEXTEL SPRINT	CELL PHONE	336.54

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360748 VERIZON WIRELESS	DATA USAGE	76.02
Community Development Building Inspection		
360630 OFFICE MAX INC	OFFICE SUPPLIES	15.21
360705 FAST WATER HEATER INC	BLDG PERMIT FEE REFUND	84.05
360726 NEXTEL SPRINT	CELL PHONE	120.95
360728 OFFICE MAX INC	OFFICE SUPPLIES	224.25
Capital Imp. Administration		
360750 VERIZON WIRELESS	DATA USAGE	38.01
Community Development Engineering Services		
360726 NEXTEL SPRINT	CELL PHONE	115.48
212 CDBG Fund		
CDBG		
360607 INTERWEST CONSULTING GROUP INC	CONSULTING SERVICES	6,480.00
213 Gas Tax Fund		
Streets		
360635 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	107.77
925998 AMERICAN PAVEMENT SYSTEMS INC	PAVEMENT PROJECT	99,696.13
214 Animal Control Fund		
Non Departmental		
360595 FIX OUR FERALS	VETERINARY SERVICES	910.00
360755 YGNACIO ANIMAL HOSPITAL	VETERINARY SERVICES	260.00
Animal Control		
360553 BAYER HEALTH CARE	ANIMAL MEDICAL SUPPLIES	99.42
360563 SPECTRUM CONCEPTS	T SHIRTS	100.02
360572 CONCORD UNIFORMS LLC	UNIFORM	152.49
360589 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	550.08
360591 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	9,258.38
360601 HILLS PET NUTRITION	ANIMAL FOOD	1,248.86
360606 INTERVET INC	SUPPLIES	2,997.00
360626 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	655.96
360667 STATE HUMANE ASSOC OF CA	LAWS HANDBOOK	320.00
360715 KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICES	3,700.00
360724 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	81.97
360756 ZOETIS LLC	ANIMAL CARE SUPPLIES	520.80
Maddie's Fund Grant		
360591 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	4,039.60
215 Civic Arts Fund		
Civic Arts		
360544 ARTS AND CULTURAL FOUNDATION	CIVIC ARTS SERVICES	9,500.00
219 Recreation Fund		
Non Departmental		
360619 MACIAS, ERIKA	DEPOSIT REFUND	1,000.00
360659 SILENT PARTNER PRIVATE SECURITY	SECURITY GUARD SERVICE	450.00
Recreation Admin		
360549 BANK OF AMERICA	CCC FIRE PROTECTION	531.75
360569 COLE SUPPLY CO INC	SUPPLIES	297.07

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360685 AMERICAN PLUMBING INC	PLUMBING SERVICES	185.00
360695 COLE SUPPLY CO INC	SUPPLIES	292.33
Recreation Sports Programs		
360710 GOLDEN STATE WARRIORS	PROGRAM UNIFORMS	4,160.00
360719 LOWES COMPANIES INC	SUPPLIES	398.42
Recreation-New Comm Cntr		
360543 ARLIE WALKER & SONS PAINTING	PAINTING SERVICE	1,690.00
360549 BANK OF AMERICA	SUPPLIES	322.75
360552 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	995.00
360569 COLE SUPPLY CO INC	SUPPLIES	524.88
360610 KOVALICK, LUANNE	CONTRACTOR PAYMENT	291.00
360695 COLE SUPPLY CO INC	SUPPLIES	73.96
360733 RESPONSIVE COMMUNICATION SERVICES	BATTERIES	189.92
360747 UNITED STATES POSTAL SERVICE	SPRING 2016 GUIDE POSTAGE	8,000.00
221 Asset Forfeiture Fund		
Non Departmental		
360632 OTOOLE, SEAN	ASSET FORFEITURE	1,787.00
360657 SERVA, DEAN	ASSET FORFEITURE	200.00
360679 WEST, DIONYSUS	ASSET FORFEITURE	9.00
222 Measure C/J Fund		
Streets		
360613 LEAGUE OF CALIF CITIES	ASSESSMENTS	400.00
360707 FEDERAL ADVOCATES INC	ADVOCACY SERVICES	5,000.00
226 Solid Waste Reduction Fund		
Solid Waste Used Oil		
360736 S GRONER ASSOCIATES INC	CONSULTANT SERVICES	32,830.83
Solid Waste		
360704 FAST SIGNS	LABELS	386.00
229 Pollution Elimination Fund		
Channel Maintenance Operation		
360563 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	5.72
360726 NEXTEL SPRINT	CELL PHONE	100.21
360734 RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	5,321.50
925999 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE MAINTENANCE	12,696.00
926017 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE SERVICES	2,208.00
238 PEG Franchise Fee Fund		
Non Departmental		
926012 STREAMBOX	SBT3-V9850M AVENIR MICRO	4,455.00
251 Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1		
360741 TERRACARE ASSOCIATES	TURF MOWING	409.80
Lonetree Maintenance Zone 4		
360741 TERRACARE ASSOCIATES	TURF MOWING	655.68
252 Downtown SLLMD Fund		
Downtown Maintenance		
360739 STEWARTS TREE SERVICE INC	TREE SERVICES	900.00

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360741 TERRACARE ASSOCIATES	TURF MOWING	409.80
254 Hillcrest SLLMD Fund		
<i>Hillcrest Maintenance Zone 1</i>		
360741 TERRACARE ASSOCIATES	TURF MOWING	1,065.48
<i>Hillcrest Maintenance Zone 2</i>		
360741 TERRACARE ASSOCIATES	TURF MOWING	1,458.90
<i>Hillcrest Maintenance Zone 4</i>		
360741 TERRACARE ASSOCIATES	TURF MOWING	819.60
255 Park 1A Maintenance District Fund		
<i>Park 1A Maintenance District</i>		
360741 TERRACARE ASSOCIATES	TURF MOWING	1,065.48
256 Citywide 2A Maintenance District Fund		
<i>Citywide 2A Maintenance Zone 3</i>		
360741 TERRACARE ASSOCIATES	TURF MOWING	16.38
<i>Citywide 2A Maintenance Zone 6</i>		
360741 TERRACARE ASSOCIATES	TURF MOWING	983.52
<i>Citywide 2A Maintenance Zone 8</i>		
360634 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	968.00
360741 TERRACARE ASSOCIATES	TURF MOWING	81.96
<i>Citywide 2A Maintenance Zone 9</i>		
360739 STEWARTS TREE SERVICE INC	TREE SERVICES	250.00
360741 TERRACARE ASSOCIATES	TURF MOWING	245.88
<i>Citywide 2A Maintenance Zone10</i>		
360660 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,052.00
257 SLLMD Administration Fund		
<i>SLLMD Administration</i>		
360563 CROP PRODUCTION SERVICES INC	CHEMICALS	48.46
360630 OFFICE MAX INC	OFFICE SUPPLIES	59.88
360719 LOWES COMPANIES INC	SUPPLIES	86.24
360726 NEXTEL SPRINT	CELL PHONE	398.54
360730 PAPA	SEMINAR-AMBRIZ/IBARRA	160.00
360741 TERRACARE ASSOCIATES	TURF MOWING	983.52
360751 VERIZON WIRELESS	DATA USAGE	76.02
259 East Lone Tree SLLMD Fund		
<i>Zone 1-District 10</i>		
360660 SILVA LANDSCAPE	LANDSCAPE SERVICES	6,156.00
311 Capital Improvement Fund		
<i>Streets</i>		
360688 ANCHOR CONCRETE CONSTRUCTION	SIDEWALK REPAIR PROJECT	33,169.48
<i>Northeast Annexation</i>		
360575 CONTRA COSTA COUNTY	PERMIT LR1200007 FEE	332.08
312 Prewett Family Park Fund		
<i>Parks & Open Space</i>		
360549 BANK OF AMERICA	CCC FIRE PROTECTION	729.00

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376 Lone Diamond Fund

Assessment District

360694	CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES	177.00
360734	RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	6,249.29

569 Vehicle Replacement Fund

Equipment Maintenance

360563	PURSUIT NORTH	LIGHT EQUIPMENT	33.42
360616	LINE X KUSTOM AND ACCESSORIES	TRUCK BED LINER	3,789.82
360732	PURSUIT NORTH	VEHICLE BUILD	8,286.33

570 Equipment Maintenance Fund

Non departmental

360602	HUNT AND SONS INC	FUEL	5,364.91
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Equipment Maintenance

360542	ANTIOCH AUTO PARTS	BATTERY	420.93
360554	BILL BRANDT FORD	POWER STEERING PUMP	226.75
360563	WALNUT CREEK FORD	LIGHT BAR	35.50
360618	MAACO	VEHICLE REPAIR	4,322.93
360630	OFFICE MAX INC	OFFICE SUPPLIES	15.21
360652	ROYAL BRASS INC	FUEL LINE	52.74
360674	TRED SHED, THE	TIRES	2,856.61
360689	ANTIOCH AUTO PARTS	FUEL PUMP	503.73
360719	LOWES COMPANIES INC	SUPPLIES	51.76
360744	TRED SHED, THE	TIRES	431.80
360751	VERIZON WIRELESS	DATA USAGE	38.01
360752	WALNUT CREEK FORD	FAN MOTOR	793.52

573 Information Services Fund

Non Departmental

360548	BANK OF AMERICA	EE COMPUTER PURCHASE	374.59
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Information Services

360563	COMPUTERLAND	COMPUTER SUPPLIES	0.41
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Network Support & PCs

360664	SSP DATA INC	ANNUAL RENEWAL	2,203.00
360696	COMCAST	INTERNET SERVICE	136.83
926023	ODIN SYSTEMS INC	CAMERA REPAIR	2,509.20

Telephone System

360563	ALTURA COMMUNICATION SOLUTIONS	PHONE REPLACEMENT	24.75
925997	ALTURA COMMUNICATION SOLUTIONS	CORE DATA SWITCH	3,336.00

GIS Support Services

360630	OFFICE MAX INC	OFFICE SUPPLIES	13.29
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Office Equipment Replacement

360563	COMPUTERLAND	BACKUP TAPES	2.24
360641	QUICK PC SUPPORT	SOFTWARE MAINTENANCE	900.00
925997	ALTURA COMMUNICATION SOLUTIONS	DATA SWITCH REPLACEMENT	4,670.24
926000	CDW GOVERNMENT INC	PRINTER	878.54

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577 Post Retirement Medical-Police Fund

Non Departmental

360758 RETIREE	MEDICAL AFTER RETIREMENT	1,142.00
360759 RETIREE	MEDICAL AFTER RETIREMENT	746.47
360765 RETIREE	MEDICAL AFTER RETIREMENT	1,069.35
360770 RETIREE	MEDICAL AFTER RETIREMENT	46.55
360771 RETIREE	MEDICAL AFTER RETIREMENT	918.70
360773 RETIREE	MEDICAL AFTER RETIREMENT	258.00
360774 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
360782 RETIREE	MEDICAL AFTER RETIREMENT	248.24
360785 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
360788 RETIREE	MEDICAL AFTER RETIREMENT	696.12
360789 RETIREE	MEDICAL AFTER RETIREMENT	469.46
926029 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926032 RETIREE	MEDICAL AFTER RETIREMENT	918.70
926033 RETIREE	MEDICAL AFTER RETIREMENT	285.56
926035 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
926038 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926039 RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
926047 RETIREE	MEDICAL AFTER RETIREMENT	884.96
926048 RETIREE	MEDICAL AFTER RETIREMENT	1,017.00
926051 RETIREE	MEDICAL AFTER RETIREMENT	607.76
926063 RETIREE	MEDICAL AFTER RETIREMENT	1,492.94
926066 RETIREE	MEDICAL AFTER RETIREMENT	1,466.14
926067 RETIREE	MEDICAL AFTER RETIREMENT	756.00
926068 RETIREE	MEDICAL AFTER RETIREMENT	635.86
926069 RETIREE	MEDICAL AFTER RETIREMENT	496.48
926078 RETIREE	MEDICAL AFTER RETIREMENT	172.23
926081 RETIREE	MEDICAL AFTER RETIREMENT	248.24
926084 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926085 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926086 RETIREE	MEDICAL AFTER RETIREMENT	328.72
926090 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926103 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926105 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926106 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926116 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926117 RETIREE	MEDICAL AFTER RETIREMENT	925.09
926118 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926119 RETIREE	MEDICAL AFTER RETIREMENT	994.71
926128 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926138 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926143 RETIREE	MEDICAL AFTER RETIREMENT	469.46
926148 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926157 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926159 RETIREE	MEDICAL AFTER RETIREMENT	542.90

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926160 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
578 Post Retirement Medical-Misc Fund		
<i>Non Departmental</i>		
360757 RETIREE	MEDICAL AFTER RETIREMENT	229.69
360762 RETIREE	MEDICAL AFTER RETIREMENT	229.69
360763 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360767 RETIREE	MEDICAL AFTER RETIREMENT	746.47
360769 RETIREE	MEDICAL AFTER RETIREMENT	229.69
360775 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360779 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360780 RETIREE	MEDICAL AFTER RETIREMENT	348.38
360781 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360783 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360787 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926030 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926031 RETIREE	MEDICAL AFTER RETIREMENT	195.98
926034 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926037 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926042 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926045 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926053 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926054 RETIREE	MEDICAL AFTER RETIREMENT	696.76
926057 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926059 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926062 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926065 RETIREE	MEDICAL AFTER RETIREMENT	172.23
926073 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926080 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926083 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926089 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926092 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926094 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926099 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926100 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926102 RETIREE	MEDICAL AFTER RETIREMENT	696.76
926111 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926112 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926113 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926121 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926124 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926127 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926133 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926142 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926144 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926146 RETIREE	MEDICAL AFTER RETIREMENT	66.92
926147 RETIREE	MEDICAL AFTER RETIREMENT	172.23

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926149 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926156 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926158 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926161 RETIREE	MEDICAL AFTER RETIREMENT	111.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

360760 RETIREE	MEDICAL AFTER RETIREMENT	888.90
360761 RETIREE	MEDICAL AFTER RETIREMENT	169.69
360764 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360766 RETIREE	MEDICAL AFTER RETIREMENT	229.69
360768 RETIREE	MEDICAL AFTER RETIREMENT	584.38
360772 RETIREE	MEDICAL AFTER RETIREMENT	348.38
360776 RETIREE	MEDICAL AFTER RETIREMENT	749.38
360777 RETIREE	MEDICAL AFTER RETIREMENT	1,815.82
360778 RETIREE	MEDICAL AFTER RETIREMENT	111.69
360784 RETIREE	MEDICAL AFTER RETIREMENT	229.69
360786 RETIREE	MEDICAL AFTER RETIREMENT	1,815.82
926036 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926040 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926041 RETIREE	MEDICAL AFTER RETIREMENT	344.46
926043 RETIREE	MEDICAL AFTER RETIREMENT	169.70
926044 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926046 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926049 RETIREE	MEDICAL AFTER RETIREMENT	1,242.94
926050 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926052 RETIREE	MEDICAL AFTER RETIREMENT	709.38
926055 RETIREE	MEDICAL AFTER RETIREMENT	691.08
926056 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926058 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926060 RETIREE	MEDICAL AFTER RETIREMENT	464.38
926061 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926064 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926070 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926071 RETIREE	MEDICAL AFTER RETIREMENT	888.90
926072 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926074 RETIREE	MEDICAL AFTER RETIREMENT	1,036.95
926075 RETIREE	MEDICAL AFTER RETIREMENT	577.29
926076 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926077 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926079 RETIREE	MEDICAL AFTER RETIREMENT	469.46
926087 RETIREE	MEDICAL AFTER RETIREMENT	346.28
926088 RETIREE	MEDICAL AFTER RETIREMENT	714.38
926091 RETIREE	MEDICAL AFTER RETIREMENT	487.52
926093 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926095 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926096 RETIREE	MEDICAL AFTER RETIREMENT	348.38

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926097 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926098 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926101 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926104 RETIREE	MEDICAL AFTER RETIREMENT	500.31
926107 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926108 RETIREE	MEDICAL AFTER RETIREMENT	169.69
926109 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926110 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926114 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926115 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926120 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926122 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926123 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926125 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926126 RETIREE	MEDICAL AFTER RETIREMENT	169.70
926129 RETIREE	MEDICAL AFTER RETIREMENT	888.90
926130 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926131 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926132 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926134 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926135 RETIREE	MEDICAL AFTER RETIREMENT	691.08
926136 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926137 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926139 RETIREE	MEDICAL AFTER RETIREMENT	749.38
926140 RETIREE	MEDICAL AFTER RETIREMENT	185.67
926141 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926145 RETIREE	MEDICAL AFTER RETIREMENT	590.55
926150 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926151 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926152 RETIREE	MEDICAL AFTER RETIREMENT	1,682.29
926153 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926154 RETIREE	MEDICAL AFTER RETIREMENT	3,328.00
926155 RETIREE	MEDICAL AFTER RETIREMENT	283.04

611 Water Fund

Non Departmental

360594 FIRST VANGUARD RENTALS AND SALES	SUPPLIES	4,354.55
360650 ROMARCO PROPERTIES	CHECK REPLACEMENT	103.97
360686 AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	370.60
360735 ROBERTS AND BRUNE CO	SUPPLIES	13,802.74
926004 HAMMONS SUPPLY COMPANY	SUPPLIES	64.84
926020 GRAINGER INC	SUPPLIES	537.67

Water Supervision

360550 BANK OF AMERICA	SUPPLIES	74.57
360726 NEXTEL SPRINT	CELL PHONE	227.06
360751 VERIZON WIRELESS	DATA USAGE	76.02

Prepared by: Georgina Meek
 Finance Accounting

2/4/2016

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD
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Water Production

360563 ROYAL BRASS INC	SIGN HARDWARE	587.39
360612 LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	6,088.50
360630 OFFICE MAX INC	OFFICE SUPPLIES	106.93
360647 REINHOLDT ENGINEERING CONSTR	TESTING SERVICES	835.00
360648 RF MACDONALD COMPANY	BOILER REPAIR	3,046.19
360656 SECO CONTROLS LLC	CHART RECORDERS	2,153.40
360666 STATE BOARD OF EQUALIZATION	FUEL TAX	172.60
360676 UNIVAR USA INC	CAUSTIC	10,180.47
360683 ACE HARDWARE, ANTIOCH	PAINT	13.21
360689 ANTIOCH AUTO PARTS	BELT	29.08
360691 ARC ALTERNATIVES	PROFESSIONAL SERVICES	3,015.00
360697 CONTRA COSTA WATER DISTRICT	RAW WATER	653,768.79
360706 FASTENAL CO	SUPPLIES	42.30
360708 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	218.02
360719 LOWES COMPANIES INC	SUPPLIES	219.56
360721 MITCHELL LEWIS & STAVER CO	CENTRIFUGAL PUMP	1,426.66
360726 NEXTEL SPRINT	CELL PHONE	209.02
360735 ROBERTS AND BRUNE CO	SUPPLIES	21.95
360751 VERIZON WIRELESS	DATA USAGE	38.01
360753 WALTER BISHOP CONSULTING	CONSULTING SERVICES	3,688.25
925996 AIRGAS SPECIALTY PRODUCTS	AMMONIA	935.28
926001 CHEMTRADE CHEMICALS US LLC	ALUM	5,136.28
926003 EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	895.00
926018 CHEMTRADE CHEMICALS US LLC	ALUM	7,551.12
926019 EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	170.00
926026 SIERRA CHEMICAL CO	CHLORINE	4,252.47

Water Distribution

360535 ACE HARDWARE, ANTIOCH	HAMMER HANDLE	12.73
360540 AMERICAN WATER WORKS ASSOCIATION	RENEWAL FEES	720.00
360541 AMERICAN WATER WORKS ASSOCIATION	RENEWAL FEES	160.00
360550 BANK OF AMERICA	SUPPLIES	1,678.00
360563 COUNTY ASPHALT	ASPHALT	164.60
360592 FASTENAL CO	SUPPLIES	191.58
360598 FRIGARD CHIROPRACTIC	DMV PHYSICAL	75.00
360604 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	2,057.09
360625 MITCHS CERTIFIED CLASSES	(4) BACKFLOW CLASSES	1,000.00
360630 OFFICE MAX INC	OFFICE SUPPLIES	149.41
360649 ROBERTS AND BRUNE CO	PIPE & FITTINGS	978.28
360683 ACE HARDWARE, ANTIOCH	CONCRETE	15.65
360690 ANTIOCH BUILDING MATERIALS	BASE ROCK	6,214.32
360698 COUNTY ASPHALT	ASPHALT	1,305.71
360713 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	2,545.39
360719 LOWES COMPANIES INC	SUPPLIES	329.44
360723 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	196.75
360725 NCBPA	EDUCATION TRAINING	200.00

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360726 NEXTEL SPRINT	CELL PHONE	792.70
360735 ROBERTS AND BRUNE CO	SUPPLIES	4,834.45
360745 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
360746 UNITED PARCEL SERVICE	SHIPPING	54.98
360751 VERIZON WIRELESS	DATA USAGE	380.10
926007 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	1,800.00
926020 GRAINGER INC	SUPPLIES	586.15
Water Meter Reading		
360550 BANK OF AMERICA	SUPPLIES	137.86
360563 DICKSON	MEMORY CARD	3.42
360719 LOWES COMPANIES INC	SUPPLIES	99.23
360726 NEXTEL SPRINT	CELL PHONE	102.61
360751 VERIZON WIRELESS	DATA USAGE	38.01
Public Buildings & Facilities		
360693 CDM SMITH INC	CONSULTING SERVICES	27,909.51
360742 TJC AND ASSOCIATES INC	CONSULTING SERVICES	1,950.00
360754 WEST YOST ASSOCIATES INC	CONSULTING SERVICES	5,640.00
Warehouse & Central Stores		
360726 NEXTEL SPRINT	CELL PHONE	139.04
360746 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	20.50
612 Water System Improvement Fund		
Water Systems		
360692 BAY AREA NEWS GROUP	LEGAL AD	421.20
926028 TESTING ENGINEERS INC	PROFESSIONAL SERVICES	883.20
621 Sewer Fund		
Sewer-Wastewater Supervision		
360563 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	1.61
360751 VERIZON WIRELESS	DATA USAGE	114.03
Sewer-Wastewater Collection		
360550 BANK OF AMERICA	SUPPLIES	966.66
360563 ROBERTS AND BRUNE CO	PIPE & FITTINGS	64.02
360592 FASTENAL CO	SUPPLIES	12.44
360593 FINTA ENTERPRISES INC	EQUIPMENT OPERATOR	7,000.00
360604 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	2,057.08
360629 OCCUPATIONAL HEALTH CENTERS	MEDICAL VACCINE	105.50
360630 OFFICE MAX INC	OFFICE SUPPLIES	122.37
360675 TRENCH PLATE RENTAL CO INC	EQUIPMENT RENTAL	3,381.18
360690 ANTIOCH BUILDING MATERIALS	BASE ROCK	6,214.30
360698 COUNTY ASPHALT	ASPHALT	1,305.71
360713 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	2,545.38
360714 JACK DOHENY SUPPLIES INC	TRAINING	3,375.00
360719 LOWES COMPANIES INC	SUPPLIES	167.09
360726 NEXTEL SPRINT	CELL PHONE	421.58
360727 NOR CAL PIPELINE SERVICES	PIPELINE SERVICES	3,580.00
360745 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
360751 VERIZON WIRELESS	DATA USAGE	228.06

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926016	3M AOSAFETY EYEWARE	SAFETY GLASSES	263.17
926020	GRAINGER INC	SUPPLIES	141.04
631 Marina Fund			
Marina Administration			
360719	LOWES COMPANIES INC	SUPPLIES	103.04
360726	NEXTEL SPRINT	CELL PHONE	113.53
641 Prewett Water Park Fund			
Recreation Water Park			
360549	BANK OF AMERICA	SUPPLIES	2,295.05
360563	KELLY MOORE PAINT CO	SUPPLIES	0.87
360569	COLE SUPPLY CO INC	SUPPLIES	709.67
360570	COMMERCIAL POOL SYSTEMS INC	FILTER SYSTEM PARTS	78.04
360658	SHERWIN WILLIAMS CO	SUPPLIES	221.47
360695	COLE SUPPLY CO INC	SUPPLIES	410.60
360716	LENHART ALARM AND SECURITY	ALARM SYSTEM REPAIRS	1,539.50
360717	LINCOLN EQUIPMENT INC	FILTER CARTRIDGES	401.13
360719	LOWES COMPANIES INC	SUPPLIES	508.50
721 Employee Benefits Fund			
Non Departmental			
360576	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	1,445.21
360577	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
360579	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
360605	INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
360622	EMPLOYEE	CHECK REPLACEMENT	18.70
360631	OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	10,666.65
360637	PARS	PAYROLL DEDUCTIONS	1,574.90
360684	AFLAC	PAYROLL DEDUCTIONS	7,640.56
360729	EMPLOYEE	DEDUCTION ERROR REFUND	777.65
926009	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	73,620.96
926014	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	3,530.20



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 9, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director

SUBJECT: League of California Cities:

- Policy Committee Meeting
- Mayors and Council Members Executive Forum and Advanced Leadership Workshop

RECOMMENDED ACTION

It is recommended that the City Council:

- 1) Approve participation and authorize associated expenditures for the League of California Cities Policy Committee Meetings held in San Diego April 7 through April 8, 2016 for City Council Members.
- 2) Approve participation and authorize associated expenditures for the League of California Cities Mayors and Council Members Executive Forum and Advanced Leadership Workshops held in Monterey June 22 through 24, 2016.

STRATEGIC PURPOSE

Strategy L: Improve community communications and trust in City government and keep the community well informed as to the activities of the City Departments.

FISCAL IMPACT

Currently there is \$3,860.64 remaining in the City Council budget line for Conference/Dues.

Policy Committee Meeting

For the League of California Cities Policy Committee Meetings held in San Diego, the City Council participants are Mayor Pro Tem Ogorchok on the Administrative Services Committee; Council Member Rocha on the Community Services Committee; Council Member Wilson on the Housing, Community and Economic Development Committee. Currently, there is no information on the League of California Cities website for preferred hotel and travel. The estimated cost based upon the IRS Publication 1542 approved per diem rates for hotel (2 nights \$153/night), meals and incidental expense (3 days \$59/day) is \$500 per participant. The estimated cost and excerpts from IRS Publication 1542 is attached to this report as Attachment B.

Mayors and Council Members Executive Forum and Advanced Leadership Workshop

The prior year cost of this conference was \$350 per attendee and \$195 per attendee for the workshop, plus hotel and meal expenses. Currently, there is no information on the California League of Cities website for the cost of this year's conference, workshop, and hotel and travel. Once final conference costs are known, if the Mayor and all Council Members attend this conference, there is the potential to exceed the remaining budget.

DISCUSSION

The City of Antioch Travel and Expense Policy for Elected and Appointed (non-employee) Officials is attached as Attachment C. Contained therein, the Authorization Process states: "Overnight travel by Elected Official shall be pre-approved by placing the item on the City Council Consent Calendar."

ATTACHMENTS

- A. Estimated cost based upon IRS Publication 1542
- B. Travel and Expense Policy

FY 2016 Per Diem Rates for California**(October 2015 - September 2016)**

Cities not appearing below may be located within a county for which rates are listed.

To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

You searched for: **California**

Primary Destination (1, 2)	County (3, 4)	Max lodging by Month (excluding taxes)												M&IE (5)	
		2015			2016										
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Standard Rate	Applies for all locations without specified rates	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$51
Antioch / Brentwood / Concord	Contra Costa	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$64
Bakersfield / Ridgecrest	Kern	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$59
Barstow / Ontario / Victorville	San Bernardino	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$54
Death Valley	Inyo	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$64
Eureka / Arcata / McKinleyville	Humboldt	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$94	\$112	\$112	\$112	\$94	\$74
Fresno	Fresno	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$64
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	\$150	\$150	\$150	\$157	\$157	\$157	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$64
Mammoth Lakes	Mono	\$116	\$116	\$159	\$159	\$159	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$74
Mill Valley / San Rafael / Novato	Marin	\$146	\$130	\$130	\$146	\$146	\$146	\$146	\$146	\$146	\$146	\$146	\$146	\$146	\$74
Monterey	Monterey	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$175	\$175	\$134	\$74	
Napa	Napa	\$191	\$149	\$149	\$149	\$149	\$149	\$149	\$191	\$191	\$191	\$191	\$191	\$191	\$69
Oakhurst	Madera	\$91	\$91	\$91	\$91	\$91	\$91	\$91	\$91	\$115	\$115	\$115	\$91	\$64	
Oakland	Alameda	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$69	
Palm Springs	Riverside	\$123	\$123	\$123	\$123	\$123	\$123	\$123	\$123	\$92	\$92	\$92	\$123	\$64	
Point Arena / Gualala	Mendocino	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$69	
Redding	Shasta	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$64	
Sacramento	Sacramento	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$64	

Primary Destination (1, 2)	County (3, 4)	Max lodging by Month (excluding taxes)												M&IE (5)	
		2015			2016										
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
San Diego	San Diego	\$140	\$140	\$140	\$153	\$153	\$153	\$153	\$153	\$153	\$153	\$153	\$140	\$140	\$64
San Francisco	San Francisco	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$74
San Luis Obispo	San Luis Obispo	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$112	\$133	\$133	\$133	\$112	\$64
San Mateo / Foster City / Belmont	San Mateo	\$178	\$178	\$178	\$184	\$184	\$184	\$178	\$178	\$178	\$178	\$178	\$178	\$178	\$69
Santa Barbara	Santa Barbara	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$161	\$211	\$211	\$161	\$74
Santa Cruz	Santa Cruz	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$164	\$164	\$164	\$129	\$59
Santa Monica	City limits of Santa Monica	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$217	\$252	\$252	\$252	\$217	\$64
Santa Rosa	Sonoma	\$134	\$118	\$118	\$118	\$118	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$134	\$64
South Lake Tahoe	El Dorado	\$111	\$111	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$162	\$162	\$111	\$64
Stockton	San Joaquin	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$64
Sunnyvale / Palo Alto / San Jose	Santa Clara	\$187	\$187	\$187	\$187	\$187	\$187	\$175	\$175	\$187	\$187	\$187	\$187	\$187	\$64
Tahoe City	Placer	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$64
Truckee	Nevada	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$74
Visalia / Lemoore	Tulare / Kings	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$90	\$59
West Sacramento / Davis	Yolo	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$64
Yosemite National Park	Mariposa	\$118	\$118	\$118	\$107	\$107	\$107	\$107	\$107	\$107	\$132	\$132	\$132	\$118	\$69

Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.

FY 2016 Meals and Incidental Expenses (M&IE) Breakdown

The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip voucher. For example, if your trip includes meals that are already paid for by the government (such as through a registration fee for a conference), you will need to deduct those meals from your voucher. Refer to Section 301-11.18 of the Federal Travel Regulation for specific guidance on deducting these amounts from your per diem reimbursement claims for meals furnished to you by the government. Other organizations may have different rules that apply for their employees; please check with your organization for more assistance.

The table lists the six M&IE tiers in the lower 48 continental United States (currently ranging from \$51 to \$74). If you need to deduct a meal amount, first determine the location where you will be working while on official travel. You can look up the location-specific information at www.gsa.gov/perdiem. The M&IE rate for your location will be one of the six tiers listed on this table. Find the corresponding amount on the first line of the table (M&IE Total) and then look below for each specific meal deduction amount.

The table also lists the portion of the M&IE rate that is provided for incidental expenses (currently \$5 for all tiers).

Total	Continental Breakfast/ Breakfast	Lunch	Dinner	IE
\$51	\$11	\$12	\$23	\$5
\$54	\$12	\$13	\$24	\$5
\$59	\$13	\$15	\$26	\$5
\$64	\$15	\$16	\$28	\$5
\$69	\$16	\$17	\$31	\$5
\$74	\$17	\$18	\$34	\$5

This table lists the amount federal employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.

Total	First & Last Day of Travel
\$51	\$38.25
\$54	\$40.50
\$59	\$44.25
\$64	\$48.00
\$69	\$51.75
\$74	\$55.50

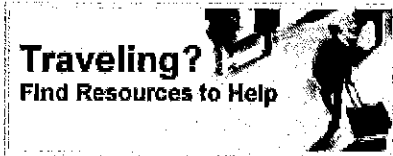
Looking for the foreign and outside the continental United States (OCONUS) breakdown chart? Visit FTR Appendix B. (Note: Appendix B breakdowns do not apply to any locations in the continental United States; use the table listed above.)

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QUESTIONS:

For all travel policy questions, email travelpolicy@gsa.gov.



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**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

PURPOSE

This document establishes the expense and reimbursement policy for all Elected and Appointed (non-employee) Officials of the City of Antioch. As Elected Officials, individuals may incur expenses related to the execution of their duties and responsibilities. These expenses may include the following: personal vehicle use, communication needs (cell phones, internet, and personal phone lines, newspaper subscriptions), and conferences and meetings related to the City's interests. As to Appointed Officials on the Administrative Appeals Board, Design Review Board, Economic Development Commission, Parks and Recreation Commission, Planning Commission, Police Crime Prevention Commission and Investment Committee, there may be opportunities for individuals to attend educational seminars or meetings related to the City's interests as approved by the City Council. Therefore, this policy establishes procedures for requesting and receiving payment for expenses incurred while representing the City on official business.

ADOPTION AND IMPLEMENTATION

The Council is responsible for adopting the expense and reimbursement policy for Elected and Appointed Officials and for approving any subsequent policy revisions.

EXCEPTIONS

The City Council may approve exceptions to this policy on a case-by-case basis for special or unique circumstances.

I. PERSONAL VEHICLE USE

In recognition of the fact that Elected Officials may use their private vehicles while performing their duties, a monthly vehicle allowance will be provided, as allowed pursuant to California Government Code section 1223. In addition to expenses associated with direct use of a private vehicle, this allowance shall also cover related expenses such as bridge tolls and routine parking fees. In order to be eligible for the reimbursement allowance, Elected Officials shall annually provide proof of liability insurance to the City Clerk. The monthly cap on reimbursement of automobile expenses for personal vehicle usage shall be as follows: Mayor: \$450; Council Members: \$350; City Clerk: \$350; City Treasurer: \$350.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

II. COMMUNICATION EQUIPMENT AND SERVICES

In recognition of the fact that City Council members have a significant responsibility to stay in touch with their constituents and City management employees, reimbursement of communication equipment shall be allowed for cell phone service and equipment, internet service and equipment, local and long distance telephone and fax line service and equipment. Individual council members will be responsible for establishing their own communication service providers and all bills for such service will be paid by the individual. Expense reports shall be submitted on the City's form within 30 days of an expense being incurred. The monthly cap on reimbursement of communication equipment and services shall be as follows: Mayor \$100; Council Members \$50. Any communication service expenditures beyond that amount will be borne by the individual elected official.

III. MEMBERSHIPS

The City Council shall decide which groups to join as an entity, such as the League of California Cities or the Antioch Chamber of Commerce, through City Council action including the budget process. Individual memberships in groups by Elected or Appointed Officials shall be the personal expense of those individuals unless otherwise approved in advance by the City Council.

IV. LOCAL CITY EVENTS

Elected City Officials may be reimbursed for the cost of attending local events related to the City's business upon completion of an expense report and documentation of expenses. City funds shall not be used to purchase alcohol or reimburse Elected Officials for alcohol related costs, unless as part of a set price for the event that happens to include alcohol. If a guest accompanies an Elected Official, only the cost of the Elected Official will be reimbursed.

V. TRAVEL

In recognition of the fact that Elected Officials may need to represent the City at conferences and meetings and may incur expenses in the course of their travel, this policy establishes procedures for requesting and receiving payment for travel and travel-related expenditures. Appointed Officials must be specifically authorized by the City Council to attend educational seminars or other meetings in order to seek reimbursement.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

(A) PROCEDURE

The key document in the administrative process is the Travel Authorization/Warrant Request (TAWR). Besides ensuring that travel by Elected and Appointed Officials is conducted within this policy, the TAWR summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for cash advances, vendor payments and credit card purchases. General instructions for completing and processing this form are provided in a separate document.

(B) AUTHORIZATION PROCESS

All travel by an Appointed Official shall be pre-approved by having the item placed on the City Council Consent Calendar. Overnight travel by an Elected Official, shall be pre-approved by having the item placed on the City Council Consent Calendar.

After travel, the Travel Authorization report must be finalized. Finance will review for receipts and policy compliance.

(C) METHODS OF REIMBURSEMENT

There are three ways to request and receive payment for travel and travel-related expenditures: (1) advance payment, (2) reimbursement for actual expenditures, and (3) credit card usage.

(1) Advance payments: Elected Officials may request a cash advance for meals. The advance will be within the IRS approved per diem rates for meals and incidental expenses (M&IE) for the location/area visited as listed in Publication 1542. The value of meals provided at conferences, training, or other travel programs will be deducted from the cash advance at the following rate:

Breakfast - 20% Lunch - 30% Dinner - 50%

Other items, such as conference registration, lodging, and air fare may be paid directly to the vendor in advance of travel.

Upon return from travel, all cash advances must be documented with original itemized receipts.

(2) Reimbursement: Elected and Appointed Officials shall be reimbursed for all eligible expenditures upon return from travel for items that have original receipts. A Travel Authorization/Warrant Request with original receipts will be paid by Finance within the regular accounts payable time

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

schedule. Reimbursement claims should be submitted within 30 days from the return from travel, and no reimbursements may be made that cross over fiscal years.

(3) Credit Card Usage: Elected and Appointed Officials may use personal credit cards to pay for travel expenses. Original receipts must be included with the Travel Authorization/Warrant Request to be eligible for reimbursement.

(D) ELIGIBLE EXPENDITURES

Meals and Incidental Expenses (M & IE)

- **Meals:** City funds shall not be used to purchase alcohol or reimburse Elected or Appointed Officials for alcohol related costs. Meal costs will be reimbursed as supported by original itemized receipts.

- **Personal Meals:** All expenditures must be documented and reimbursement will not exceed the meal schedule listed above.

- **Business Meals:** To qualify as a business meal, the identity of the participants and the business purpose of the discussion must be substantiated.

- **Incidental Expenses:** Those related to City business will be reimbursed at cost as supported by original receipts (e.g., tolls and taxi cabs).

In no event shall the reimbursement for meals and incidental expenses exceed the IRS approved per diem rates for the location visited as listed in Publication 1542.

- **Lodging:** The City will pay lodging expenses for Elected or Appointed Officials during official travel requiring one or more overnight stays. The City will pay for lodging for the evening preceding or subsequent to a meeting or business event when the Elected or Appointed Official would have to travel at unreasonably early or late hours to reach his or her destination.

Elected or Appointed Officials shall make an effort to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The City will pay only for standard single rooms for individual Elected Officials. If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor. If conference rates are not available, government rates must be requested. A

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list of hotels offering government rates in different areas of the country is available in the Finance Department. Lodging rates that are equal to or less than the government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

If a double room is requested by an Elected or Appointed Official because he or she is accompanied by a spouse or other person, the difference between the single and double room rate shall be considered the Elected or Appointed Official's personal expense.

Elected or Appointed Officials shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the Elected or Appointed Official's personal expense unless failure to cancel the reservation was due to circumstances beyond the Elected Official's control.

- **Personal Entertainment:** No reimbursement will be made for personal entertainment.

- **Guests:** If a guest accompanies an Elected or Appointed Official, only the cost of the Elected or Appointed Official will be reimbursed. All costs above a single person will be borne by the Elected or Appointed Official.

- **Discounts:** If offered early registrations should be obtained whenever possible.

- **Telephone/Internet:** The City will pay for all City-related business telephone calls or internet use by an Elected or Appointed Official while traveling on authorized City business. If approved prior to travel, the City may pay for personal internet use up to \$5.00 per day for authorized overnight business travel within California and up to \$10.00 per day for all other authorized overnight business travel.

- **Transportation:** All travel will be made by the method most cost effective for the City. Considerations such as time, distance traveled and cost of transportation should be factors in arriving at the lowest cost. Elected and Appointed Officials shall endeavor to book air travel to take advantage of discounts and nonrefundable ticket fares where practical. All flights shall be booked at coach class or equivalent level. Any additional costs incurred due to personal travel added on before or after the trip will be paid by the Elected or Appointed Official.

Elected and Appointed Officials are encouraged to use their personal vehicles as transportation to and from airports. The cost of traveling from home to the

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airport will be paid for from monthly stipend. If a personal vehicle is left at the airport for more than one day, parking will be reimbursed per day based on long term parking rates or other transportation to and from the airport, whichever is less. Parking will not be reimbursed at the short term parking rate.

The use of rental vehicles is discouraged and shall be authorized only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical. Elected or Appointed Officials must understand that the City's vehicle insurance coverage does not cover the individual driver of a rental car. Therefore, the City Official shall confirm personal coverage under their personal insurance or purchase additional insurance from the rental agency at their own expense. Rental vehicles shall be driven only by Elected or Appointed Officials included on the car rental agreement. Elected or Appointed Officials shall be reimbursed for reasonable taxi fare, airport van, or other public transportation in order to travel from their destination airport to their hotel.

VI. REPORTING OF EXPENDITURES

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act¹, the Official shall provide a brief written or oral report regarding the "meeting" at the next regular meeting of the Council or applicable commission, board or committee to which the Official belongs. For other educational seminars or events for which expenses were reimbursed by the City, the Official may provide a brief written or oral report at the next regularly scheduled meeting of the Council or applicable commission, board or committee to which the Official belongs.

VII. ACKNOWLEDGEMENT

After being sworn in, Elected or Appointed Officials will be required to sign a statement formally acknowledging receipt and acceptance of this policy.

¹ The Brown Act (California Government Code section 54952.2) defines a meeting as including "any congregation of majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains."



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 9, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director

SUBJECT: Award of Contract for Professional Auditing Services for Fiscal Years Ending June 30, 2016, 2017 and 2018.

RECOMMENDED ACTION

It is recommended that the City Council approve award of a contract for professional auditing services to the firm of Badawi & Associates, Certified Public Accountants, for the fiscal year ending June 30, 2016, 2017 and 2018 with the option of extending for two subsequent fiscal years.

STRATEGIC PURPOSE

This action meets Long Term Goal N, Financial Services; specifically addressing Strategy N-2 by ensuring financial reports are accurate, reliable and timely.

FISCAL IMPACT

The estimated cost of professional auditing services is already included in the City's budget. The three year cost of this contract provides an \$18,778 savings over the prior three year contractual costs for auditing services.

DISCUSSION

State law requires that all general purpose local governments have financial statements prepared at the close of each fiscal year by a firm of licensed certified public accountants. The City's prior contract for professional auditing services was completed with the audit for the fiscal year ending June 30, 2015 and as such, a Request for Proposal (RFP) for Professional Auditing Services for the next three fiscal years was released on December 8, 2015.

Four firms responded to the RFP. Finance Department staff reviewed each technical and cost proposal submitted and assigned a score based upon each firm's expertise, experience, audit approach and cost. Badawi & Associates, Certified Public Accountants, scored very well in each category reviewed. In addition, Badawi & Associates was the lowest bidder. A complete copy of each firm's Master Technical Proposal is available in the Finance Department. Following is a cost analysis of the four firms which submitted proposals.

F

Agenda Item #

Professional Auditing Services Bids
Total All Inclusive Maximum Price

<u>Year</u>	<u>Badawi & Associates</u>	<u>Brown Armstrong</u>	<u>Gallina LLP</u>	<u>Patel & Associates</u>
2016	\$59,480	\$69,750	\$82,300	\$89,235
2017	61,270	71,843	83,946	89,235
2018	63,110	73,999	85,625	89,235
<u>Total</u>	<u>\$183,860</u>	<u>\$215,592</u>	<u>\$251,871</u>	<u>\$267,705</u>

Badawi & Associates have been the City's auditors since Fiscal Year 2013. The City has received The Government Finance Officers Association of United States and Canada's (GFOA) Certificate of Achievement for Excellence in Financial Reporting each fiscal year during this time. The City has been very pleased with the audit firm's professionalism, expertise, and ability to aid in the implementation of new accounting standards. Based on the past experience with the firm and proposal submitted, the Finance Department recommends awarding the contract to Badawi & Associates.

ATTACHMENT

A. Consultant Services Agreement for Professional Auditing Services

CITY OF ANTIOCH CONSULTANT SERVICES AGREEMENT

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND BADAWI & ASSOCIATES, CERTIFIED PUBLIC ACCOUNTANTS

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Badawi & Associates, Certified Public Accountants ("Consultant") as of _____, 2016.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on upon successful completion of the June 30, 2018 audit, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed \$183,860 for the three year audit period, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
 - Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

- At City' option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services. The Consultant's signature.

2.2 Payment Schedule.

- 2.2.1 City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B], for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.
- 2.2.2 City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.]

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

2.5 Reimbursable Expenses. Per the Sealed Dollar Cost Bid submitted by Consultant, (Exhibit B), all out-of-pocket expenses will be absorbed by the firm. Any additional fees that may be incurred for circumstances outside of the scope of work will be discussed with City.

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

4.2. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4.4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.5. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.6. **Certificate of Insurance and Endorsements.** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.7. **Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

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

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

4.10 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

5.2. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.
- Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.
- 7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains for audit documentation pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Consultant pursuant to AICPA Standards. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 **Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or

logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

- 9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 **Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and

Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Dawn Merchant, Finance Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:
Ahmed Badawi, CPA
Badawi & Associates
Certified Public Accountants
180 Grand Ave, Suite 1500
Oakland, CA 94612

Any written notice to City shall be sent to:

Finance Director
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
- 10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

Steven Duran, City Manager

Attest:

Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

Derek Cole, Interim City Attorney

CONSULTANT:

Badawi & Associates, Certified Public Accountants

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit A



**CITY OF ANTIOCH
REQUEST FOR PROPOSAL
FOR
PROFESSIONAL AUDITING SERVICES**

CITY HALL - THIRD & "H" STREETS, ANTIOCH, CA 94509-0504

MAILING ADDRESS - P.O. BOX 5007, ANTIOCH, CA 94531-5007

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

I. INTRODUCTION**A. General Information**

The City of Antioch is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2016, 2017 and 2018 (see list of required audits on page 2, Note II D), with the option of auditing its financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with all applicable and generally accepted auditing standards including but not limited to: the standards set forth for financial audits by the Governmental Accounting Standards Board (GASB), in the General Accounting Office's (GAO) Government Auditing Standards, and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations.

There is no expressed or implied obligation for the City of Antioch to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, four copies of a proposal must be received by the Deputy Finance Director no later than 4:00 PM, January 8, 2016, at the following location:

By U.S. mail: Jo Castro, Deputy Finance Director
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007
(925) 779-6134

By Other Delivery: Jo Castro, Deputy Finance Director
City of Antioch
City Hall
Third & H Streets
Antioch, CA 94509-0504
(925) 779-6134

The City of Antioch reserves the right to reject any or all proposals submitted.

Proposals submitted will be evaluated by City of Antioch staff.

During the evaluation process, City of Antioch reserves the right, where it may serve the City of Antioch's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

The City of Antioch reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Antioch and the firm selected.

It is anticipated the selection of a firm will be completed by February 1, 2016, and City Council approval obtained in February 2016. Following the notification of the selected firm, it is expected a contract will be executed between both parties by March 31, 2016.

B. Term of Engagement

A three-year contract with an option to extend up to an additional two years, subject to an annual review, the satisfactory negotiation of terms (including a price acceptable to both the City of Antioch and the selected firm), and the annual availability of an appropriation. The selected firm will be required to obtain a City of Antioch business license.

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

II. NATURE OF SERVICES REQUIRED

A. General

The City of Antioch is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2016, 2017 and 2018 (see list of required audits on page 2, Note II D), with the option to audit the City of Antioch's financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposal.

B. Scope of Work to Be Performed

The City of Antioch desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The City of Antioch also desires the auditor to express an opinion on the fair presentation of its combining and individual fund statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

At the completion of this contract, the auditor will make available all work papers to the successor auditor in a timely manner.

C. Auditing Standards to Be Followed

To meet the requirements of this request for proposal, these audits are to be performed in accordance with all applicable and generally accepted auditing standards including but not limited to: the standards set forth for financial audits by the Governmental Accounting Standards Board (GASB), in the General Accounting Office's (GAO) Government Auditing Standards, and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations.

D. Financial Statements to Be Issued

Following the completion of the audit of the City of Antioch, the following reports and financial statements are to be issued:

1. City of Antioch Comprehensive Annual Financial Report
2. City of Antioch Public Financing Authority Component Unit Financial Statements
3. Antioch Area Public Facilities Financing Agency Financial Statements
4. City of Antioch Single Audit Report
5. Appropriation Limit Letter
6. Management and Internal Control Recommendations
7. Transportation Development Act Financial Statements as required (one will be needed for June 30, 2016)

Reporting to the City Council. Auditors shall assure themselves that the City of Antioch's City Council is informed of each of the following:

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

E. Reports

1. The City of Antioch will send its Comprehensive Annual Financial Report to the Government Finance Officers Association for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide limited assistance to the City of Antioch to meet the requirements of that program.
2. The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal controls and compliance are not to be included in the Comprehensive Annual Financial Report, but are to be issued separately.

III. DESCRIPTION OF THE GOVERNMENT

A. The auditor's principal contact with the City of Antioch will be Jo Castro, Deputy Finance Director, (925)779-6134.

B. Background Information

The City of Antioch serves an area of approximately 28 square miles with a population of just over 108,000. The City of Antioch's fiscal year begins on July 1 and ends on June 30.

The City of Antioch provides the following services to its citizens: police protection; water services; sewer maintenance; construction and maintenance of streets, roads, and infrastructure; planning and zoning; parks and recreation; and general administration and support services. The City of Antioch has a total annual payroll of approximately \$44.2 million covering 250 full time employees and varying number of part time employees throughout the year.

C. Fund Structure

The City of Antioch uses the following fund types in its financial reporting:

Fund Type	Number of Funds and Discretely Presented Component Units	Number of Funds with Legally Adopted Annual Budgets
General Fund	1	1
Special Revenue	35	35
Debt Service	2	2
Capital Project	7	7
Enterprise	6	6
Internal Service	4	4
Fiduciary (Successor Agency Funds)	4	3
Agency	6	0

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

D. Budgetary Basis of Accounting

Budgets for the General, Special Revenue and Debt Service Funds are adopted on a basis consistent with generally accepted accounting principles. The modified accrual basis of accounting is employed in the preparation of the budget. At fiscal year end, budget appropriations lapse. Capital projects are budgeted on a multiyear basis. Incomplete capital improvement budget appropriations are carried over in the following fiscal year by budget action taken by Council.

E. Pension Plans

The City of Antioch contributes to the California Public Employees' Retirement System (PERS), an agent multiple-employer and cost-sharing multiple-agent employer public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. The City also contributes to a Police Supplementary Retirement Plan administered by the Public Agency Retirement System (PARS). The City offers a 457 deferred compensation plan to all employees. The majority of part time employees are covered under a PARS plan in lieu of social security.

F. Other Post Employment Benefits

For employees hired prior to 2007, the City of Antioch offers post employment medical benefits through three City sponsored plans, with funds held in the California Public Employees' Retirement Benefit Trust (CERBT). For employees hired after 2007, the City has a medical after retirement program whereby the City contributes a certain percentage of the employee's payroll into an account established for that employee to be used for future medical benefits.

G. Component Units

The City of Antioch is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100. Using these criteria, the Antioch Public Financing Authority is included in the City of Antioch's financial statements. The City of Antioch also elected to become the Successor Agency to the Antioch Development Agency. The Successor Agency is accounted for as a private purpose trust fund.

H. Joint Ventures

The City of Antioch and the Antioch Unified School District are members of the Antioch Public Facilities Financing Agency (AAPFFA), a community facilities district comprising part of the City and the School District. The AAPFFA was formed to finance construction and acquisition of school facilities for the School District and public facilities for the City.

The City of Antioch and Contra Costa County are members of the Contra Costa Home Mortgage Financing Authority (Home Mortgage). The Home Mortgage issued 1984 Home Mortgage Revenue Bonds for the purpose of facilitating the financing of low income home mortgages in the City and County. The Home Mortgage is governed by a board consisting of representatives of the County and City. The board controls the operations and finances of the Authority, independent of influence by the City. Therefore, the Home Mortgage is excluded from the City's reporting entity.

I. Financial Operations

The City of Antioch's Finance Department is headed by Dawn Merchant, Finance Director, and consists of the following:

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

Function	No. of Employees
Department Administration	2
Accounting (accounting and reporting, payroll, accounts payable)	4
Operations (utility billing and collection, business licenses, cashiering, accounts receivable)	9

J. Financial System

The City of Antioch's main financial applications operate on a Unix System located in Chico (ASP site) and are networked to users. Accounting software is Bi-Tech from SunGard. The City is in the process of upgrading the current version to a new One Solution platform offered by SunGard.

K. Availability of Prior Audit Reports

Interested proposers who wish to review prior years' audit reports and management letters can review this information by contacting the Finance Department.

IV. TIME REQUIREMENTS

A. Key Dates for Proposal Evaluation and Selection:

Request for Proposal Issued	December 8, 2015
Due Date for Proposals	January 8, 2016 (4:00 PM)
Interview with Finalists*	Week of January 18, 2016
Selected Firm Notified*	Week of January 25, 2016

*Projected dates, subject to change

B. Date Audit May Commence

The City of Antioch will have all records ready for preliminary audit field work and all management personnel available to meet with the firm's personnel as of April 2016.

C. Schedule for the 2015-16 Fiscal Year Audit (similar schedules will be developed in subsequent years).

Each of the following should be completed by the auditor no later than the dates indicated:

1. Entrance Conference - April 2016 - The purpose of this meeting will be to discuss any prior audit problems and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor.
2. Detailed Audit Plan - May 2016 - The auditor shall provide both a detailed audit plan and a list of all schedules to be prepared by the City of Antioch.
3. Interim and Field Work - To be set as agreed upon between City and auditor. City staff will be available after April 2016 for interim field work. City staff shall have balance sheet reconciliations and draft financial statements ready for auditor fieldwork by October 14, 2016.
4. Draft Reports - The auditor shall have drafts of the audit reports and

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

recommendations to management available for review. The Finance Director and Deputy Finance Director will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports.

5. Date Final Report is Due -

CAFR complete and ready to print by	December 14, 2016
Antioch Public Financing Authority	December 14, 2016
Antioch Area Public Facilities Financing Agency	December 14, 2016
Single Audit and Other Reports	February 1, 2017

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing direction to needed sources of information, documentation and explanations. The City of Antioch will prepare the confirmation letters.

B. Statements and Schedules to be prepared by City staff

Finance Department staff will prepare the lead schedules, financial statements, notes, statistics and required supplementary schedules. However, auditor assistance may be required with certain note disclosures, schedules and implementation of any new accounting standards.

C. Report Preparation

The City of Antioch will be responsible for preparation of the following: Comprehensive Annual Financial Report (CAFR) and Antioch Area Public Facilities Financing Agency Report (AAPFFA). It is requested that the selected audit firm prepare a "camera ready" PDF copy of the CAFR with all page formatting and numbering that the City will be responsible for printing and binding. It is requested that the selected audit firm prepare and bind 5 "camera ready" copies of the AAPFFA report to provide to the City, as well as a PDF copy. Report preparation, editing, typing and printing of the Single Audit shall be the responsibility of the auditor – the City will need 5 bound copies as well as a PDF. We request that the selected firm prepare the statements for the Antioch Public Financing Authority Report from financial reports prepared and provided by the City; as well as prepare and bind 5 "camera ready" copies as well as a PDF copy.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries - Inquiries regarding the proposal process and submittals should be directed to Jo Castro, Deputy Finance Director.

CONTACT WITH PERSONNEL OF THE CITY OF ANTIOCH OTHER THAN JO CASTRO, DEPUTY FINANCE DIRECTOR, REGARDING THIS REQUEST FOR PROPOSAL MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS

2. Submission of Proposals - The following material is required to be received by January 8, 2016, 4:00 PM, for a proposing firm to be considered:
 - a. A Master Copy (so marked) and three additional copies of the Technical Proposal to include the following:

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

- i. Title Page - Title page showing the request for proposals subject; the firm's name; the name, address and telephone number, and e-mail address of the contact person; and the date of the proposal.
 - ii. Table of Contents
 - iii. Transmittal Letter - A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for a minimum of 60 days.
 - iv. Detailed Proposal - The detailed proposal should follow the order set forth in Section VI B of this request for proposals.
 - v. Executed copies of Proposer Guarantees and Proposer Warranties, attached to this request for proposal (Appendix A and Appendix B, respectively).
- b. The proposer shall submit four copies of a dollar cost bid in a separate sealed envelope marked as follows:
- SEALED DOLLAR COST BID PROPOSAL
FOR CITY OF ANTIOCH
FOR PROFESSIONAL AUDITING SERVICES**
- c. Proposers should send the completed proposal consisting of the two separate envelopes via the methods as shown on page 1.

B. Technical Proposal

1. General Requirements

**THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN
THE TECHNICAL PROPOSAL DOCUMENT**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Antioch in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal's requirements.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Antioch as defined by generally accepted auditing standards. In addition, the firm shall give the City of Antioch written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in the State of California

An affirmative statement should be included that the firm and all assigned key

CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES

professional staff are properly licensed to practice in the State of California.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff to be assigned to the audit reflect the City of Antioch's commitment to Affirmative Action.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Antioch. However, in either case, the City of Antioch retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Antioch, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

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6. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as the City of Antioch's budget and related materials, manuals and programs and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Sample size and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of EDP software in the engagement.
- e. Type and extent of analytical procedures to be used in the engagement.
- f. Approach to be taken to gain and document an understanding of the City of Antioch's internal control structure.
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Antioch.

9. Report Format

The proposal should include sample formats for required reports.

10. The firm's acceptance of the City's Consultant Services Agreement (Appendix E), with any exceptions noted.

NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

C. Sealed Dollar Cost Bid

1. Total All-Inclusive Maximum Price

The sealed dollar cost bid shall contain all pricing information relative to performing the audit engagement for each of the three contract years as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City of Antioch will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The first page of the sealed dollar cost bid should include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Antioch.
- c. A Total All-Inclusive Maximum Price for each year of the engagement.

2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the sealed dollar cost bid should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix C), which supports the total all inclusive maximum price.

3. Out-Of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

All estimated out-of-pocket expenses to be reimbursed should be presented on the second page of the sealed dollar cost bid in the format provided in the attachment (Appendix D). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

4. Rates for Additional Professional Services

If it should become necessary for City of Antioch to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Antioch and the firm. Any such additional work agreed to between the City of Antioch and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month.

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

VII. EVALUATION PROCEDURES

A. Review Committee

Proposals submitted will be evaluated by staff selected by the Finance Director.

B. Review of Proposals

City staff will use a point formula during the review process to score proposals. Each staff person will first score each technical proposal by each of the criteria described in Section VII C below. Staff will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers.

The City of Antioch reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in California.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Antioch.
- c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
- e. The firm accepts the City's Consultant Services Agreement, with any exceptions noted.

2. Technical Qualifications: (Maximum Points - 60)

- a. Expertise and Experience
 - i. The firm's past experience and performance on comparable government engagements.

**CITY OF ANTIOCH
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- ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
 - b. Audit Approach
 - i. Adequacy of proposed staffing plan for various segments of the engagement.
 - ii. Adequacy of sampling techniques
 - iii. Adequacy of analytical procedures.
- 3, Price: (Maximum Points - 40)

**COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN
AUDIT FIRM**

D. Oral Presentations

During the evaluation process, City Staff may request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions City Staff may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

E. Final Selection

The City of Antioch will select a firm based upon the recommendation of City staff.

It is anticipated that a firm will be selected by February 1, 2016. Following notification of the firm selected, it is expected a contract will be executed between both parties by March 31, 2016 after City Council approval.

F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Antioch and the firm selected.

The City of Antioch reserves the right without prejudice to reject any or all proposals.

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

APPENDIX A

PROPOSER GUARANTEES

- I. The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Section II, Nature of Services Required.
- II. The proposer has read the Request for Proposal and agrees that the rights and prerogatives as detailed in that document are retained by the City of Antioch.
- III. The proposer agrees to be bound by the contractual requirements delineated in the Request for Proposal.

Signature of Official: _____

Name (print) _____

Title: _____

Firm: _____

Date: _____

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

APPENDIX B

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of California laws with respect to foreign (non-state of California) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Antioch.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (print) _____

Title: _____

Firm: _____

Date: _____

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

APPENDIX C

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE JUNE 30, 2016,
2017 & 2018 FINANCIAL STATEMENTS:
COMBINING SCHEDULE - ALL SERVICES
DESCRIBED IN RFP SECTION II**

Nature of Service to be Provided	Total Price	Schedule

EACH SERVICE DESCRIBED IN RFP SECTION II SHOULD BE SUPPORTED BY AN INDIVIDUAL SCHEDULE

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL FOR AUDITING SERVICES**

APPENDIX D

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE FINANCIAL STATEMENTS**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners				
Managers				
Supervisory Staff				
Other (specify): _____ _____				
Subtotal				
Total for services described in Section IIE of the RFP (detail on subsequent pages)				
Out -of- pocket expenses: _____				
Meals and lodging				
Transportation				
Other (specify): _____ _____				
Total all-inclusive maximum price for 2015/16 audit				
Inflation rate				
Total all-inclusive maximum price for 2016/17 audit				
Inflation rate				
Total all-inclusive maximum price for 2017/18 audit				
Inflation rate				

City of Antioch

SEALED DOLLAR COST BID PROPOSAL

For Professional Auditing Services for the City of Antioch

*For fiscal years ending June 30, 2016 to 2018, with an
option of extending the contract for two subsequent fiscal
years*

January 8, 2016

Contact Person:

Ahmed Badawi, CPA
Badawi & Associates
Certified Public Accountants
180 Grand Avenue, Suite 1500
Oakland, CA 94612
Phone: (510) 768-8244
Fax: (510) 768-8249
E-mail: abadawi@b-acpa.com



City of Antioch**Cost Proposal**

Name of Firm and Certification

Name of Firm: Badawi & Associates

Address: 180 Grand Avenue, Suite 1500

City, State, Zip: Oakland, CA 94612

Contact Name: Ahmed Badawi

Contact Telephone Number(s): 510-768-8244

Contact Fax Number(s): 510-768-8249

Contact E-mail Address: abadawi@b-acpa.com

I, the undersigned, certify I am duly authorized to represent the above named firm and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of Antioch on behalf of the above named firm. The Firm will honor the prices listed in this proposal for 180 days from the submittal deadline.



 Signature

 President
 Title

 1/8/2016
 Date

Ahmed M. Badawi

 Name (print)

City of Antioch

Cost Proposal

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE JUNE
30, 2016, 2017, & 2018 FINANCIAL STATEMENTS:
COMBINING SCHEDULE – ALL SERVICES DESCRIBED IN RFP SECTION II**

All Inclusive Maximum Price Per Report	FY 2015-2016	FY 2016-2017	FY 2017-2018	TOTAL	SCHEDULE
Comprehensive Annual Financial Report and Related Reports	\$ 43,615	\$ 44,920	\$ 46,270	\$ 134,805	B
City of Antioch Public Financing Authority	3,350	3,450	3,550	10,350	C
Antioch Area Public Facilities Financing Agency	4,180	4,310	4,440	12,930	D
City of Antioch Single Audit	5,190	5,350	5,510	16,050	E
Appropriation Limit Letter	625	640	660	1,925	F
Transportation Development Act	2,520	2,600	2,680	7,800	G
Total for Fiscal Year (not to exceed)	\$ 59,480	\$ 61,270	\$ 63,110	\$ 183,860	A

City of Antioch

Cost Proposal

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE
FINANCIAL STATEMENTS (ALL SERVICES) [SCHEDULE A]**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	50	\$ 250	\$ 150	\$ 7,500
Manager	80	\$ 200	\$ 120	9,600
Supervisory Staff	140	\$ 150	\$ 100	14,000
Staff	300	\$ 125	\$ 90	27,000
I.T. Specialist	4	\$ 150	\$ 120	480
Clerical	12	\$ 90	\$ 75	900
Subtotal	586			59,480
Total for services described in Section IIE of the RFP (detail on subsequent pages)	586			59,480
Out-of Pocket Expenses, Including Printing of Reports				-
Total all inclusive maximum price for 2015/16 audit				\$ 59,480
Inflation rate				3%
Total all inclusive maximum price for 2016/17 audit				\$ 61,270
Inflation rate				3%
Total all inclusive maximum price for 2015/16 audit				\$ 63,110

City of Antioch

Cost Proposal

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE
FINANCIAL STATEMENTS (COMPREHENSIVE ANNUAL FINANCIAL REPORT AND
RELATED REPORTS) [SCHEDULE B]**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	31	\$ 250	\$ 150	\$ 4,650
Manager	53	\$ 200	\$ 120	6,360
Supervisory Staff	103	\$ 150	\$ 100	10,300
Staff	240	\$ 125	\$ 90	21,600
I.T. Specialist	4	\$ 150	\$ 120	480
Clerical	3	\$ 90	\$ 75	225
Subtotal	434			43,615
Total for Comprehensive Annual Financial Report and related reports	434			43,615
Out-of Pocket Expenses, Including Printing of Reports				-
Total all inclusive maximum price for 2015/16 audit				\$ 43,615
Inflation rate				3%
Total all inclusive maximum price for 2016/17 audit				\$ 44,920
Inflation rate				3%
Total all inclusive maximum price for 2015/16 audit				\$ 46,270

City of Antioch

Cost Proposal

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE
FINANCIAL STATEMENTS (CITY OF ANTIOCH PUBLIC FINANCING AUTHORITY)
[SCHEDULE C]**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	4	\$ 250	\$ 150	\$ 600
Manager	6	\$ 200	\$ 120	720
Supervisory Staff	8	\$ 150	\$ 100	800
Staff	12	\$ 125	\$ 90	1,080
I.T. Specialist	0	\$ 150	\$ 120	-
Clerical	2	\$ 90	\$ 75	150
Subtotal	32			3,350
Total for City of Antioch Public Financing Authority	32			3,350
Out-of Pocket Expenses, Including Printing of Reports				-
Total all inclusive maximum price for 2015/16 audit				\$ 3,350
Inflation rate				3%
Total all inclusive maximum price for 2016/17 audit				\$ 3,450
Inflation rate				3%
Total all inclusive maximum price for 2015/16 audit				\$ 3,550

City of Antioch

Cost Proposal

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE
FINANCIAL STATEMENTS (ANTIOCH AREA PUBLIC FACILITIES FINANCING AGENCY)
[SCHEDULE D]**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	5	\$ 250	\$ 150	\$ 750
Manager	7	\$ 200	\$ 120	840
Supervisory Staff	10	\$ 150	\$ 100	1,000
Staff	16	\$ 125	\$ 90	1,440
I.T. Specialist	0	\$ 150	\$ 120	-
Clerical	2	\$ 90	\$ 75	150
Subtotal	40			4,180
Total for Antioch Area Public Facilities Financing Agency	40			4,180
Out-of Pocket Expenses, Including Printing of Reports				-
Total all inclusive maximum price for 2015/16 audit				\$ 4,180
Inflation rate				3%
Total all inclusive maximum price for 2016/17 audit				\$ 4,310
Inflation rate				3%
Total all inclusive maximum price for 2015/16 audit				\$ 4,440

City of Antioch

Cost Proposal

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE
FINANCIAL STATEMENTS (CITY OF ANTIOCH SINGLE AUDIT)
[SCHEDULE E]**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	6	\$ 250	\$ 150	\$ 900
Manager	8	\$ 200	\$ 120	960
Supervisory Staff	12	\$ 150	\$ 100	1,200
Staff	22	\$ 125	\$ 90	1,980
I.T. Specialist	0	\$ 150	\$ 120	-
Clerical	2	\$ 90	\$ 75	150
Subtotal	50			5,190
Total for City of Antioch Single Audit	50			5,190
Out-of Pocket Expenses, Including Printing of Reports				-
Total all inclusive maximum price for 2015/16 audit				\$ 5,190
Inflation rate				3%
Total all inclusive maximum price for 2016/17 audit				\$ 5,350
Inflation rate				3%
Total all inclusive maximum price for 2015/16 audit				\$ 5,510

City of Antioch

Cost Proposal

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE
FINANCIAL STATEMENTS (APPROPRIATION LIMIT LETTER)
[SCHEDULE F]**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	1	\$ 250	\$ 150	\$ 150
Manager	1	\$ 200	\$ 120	120
Supervisory Staff	1	\$ 150	\$ 100	100
Staff	2	\$ 125	\$ 90	180
I.T. Specialist	0	\$ 150	\$ 120	-
Clerical	1	\$ 90	\$ 75	75
Subtotal	6			625
Total for Appropriation Limit Letter	6			625
Out-of Pocket Expenses, Including Printing of Reports				-
Total all inclusive maximum price for 2015/16 audit				\$ 625
Inflation rate				3%
Total all inclusive maximum price for 2016/17 audit				\$ 640
Inflation rate				3%
Total all inclusive maximum price for 2015/16 audit				\$ 660

City of Antioch

Cost Proposal

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE
FINANCIAL STATEMENTS (TRANSPORTATION DEVELOPMENT ACT)
[SCHEDULE G]**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	3	\$ 250	\$ 150	\$ 450
Manager	5	\$ 200	\$ 120	600
Supervisory Staff	6	\$ 150	\$ 100	600
Staff	8	\$ 125	\$ 90	720
I.T. Specialist	0	\$ 150	\$ 120	-
Clerical	2	\$ 90	\$ 75	150
Subtotal	24			2,520
Total for Transportation Development Act	24			2,520
Out-of Pocket Expenses, Including Printing of Reports				-
Total all inclusive maximum price for 2015/16 audit				\$ 2,520
Inflation rate				3%
Total all inclusive maximum price for 2016/17 audit				\$ 2,600
Inflation rate				3%
Total all inclusive maximum price for 2015/16 audit				\$ 2,680

City of Antioch**Cost Proposal**

Our fees are firm fixed prices that are based on an estimate of 586 hours to perform procedures necessary to provide the requested services. In determining our fees, we understand that the City's records will be in condition to be audited ; that is, transactions will be properly recorded in the general ledger and subsidiary records, these accounting records and the original source documents will be readily available to use, we will be furnished with copies of bank reconciliations, and other reconciliations and analyses prepared by the City and The City personnel will be reasonably available to explain procedures, prepare audit correspondence and obtain files and records.

Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary, which we will communicate and discuss with the City. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Badawi & Associates ("the Firm") in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, the Firm may incur significant unanticipated costs
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to the Firm (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). The Firm will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the City's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by the Firm. All invoices, contracts and other documents which we will identify for the City, are not located by the accounting personnel or made ready for our easy access.
5. A significant level of proposed audit adjustments is identified during our audit.
6. Changes in audit scope caused by events that are beyond our control.
7. Untimely payment of our invoices as they are rendered.

City of Antioch**Cost Proposal****Rates for Additional Professional Services:**

Any services outside the scope of our engagement will be promptly identified before the services are rendered. Upon mutual agreement, the out-of-scope services will be separately billed at our standard hourly rates. While it can be difficult to simply state hourly rates, as often times the needs of the client and the specific tasks directly impact the billing rates for our services, we want to provide the following information regarding our published billing rates:

Position	Hourly Rate
Partner	\$ 250
EQR	250
Manager	200
Senior	150
Staff	125
IT	150
Admin.	90

Our Standard Hourly Rates are adjusted annually by 3% for Cost of Living and Inflation Adjustments

A client relationship with the City will be of great value to our Firm and we welcome the opportunity to develop a long-term relationship with the City. We are committed to:

- Rendering the highest standard of service.
- Developing a long-term working relationship dedicated to meeting the needs of the City.
- Assisting the City in operational issues.
- Producing a quality end-product.

We have the technical qualifications and experience to provide the level of service desired and expected by the City and stand ready to provide our knowledge and experience for the benefit of your organization.

We would like to express our appreciation to the City and to its Staff for allowing us the opportunity to submit a proposal to perform professional auditing services. We are available, at your convenience, to discuss any aspects of our proposal.

Thank you for allowing us to present our Firm to you.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 9, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant *JH*

APPROVED BY: Forrest Ebbs, Community Development Director *FE*

SUBJECT: Proposed Financing Casa Blanca Apartments through the Issuance of Bonds by the California Statewide Communities Development Authority ("CSCDA")

RECOMMENDED ACTION

It is recommended that the City Council adopt the Resolution approving the issuance of bonds by the California Statewide Communities Development Authority ("CSCDA") to finance the acquisition and rehabilitation of Casa Blanca Apartments by Levy Affiliated Holdings. Notice of this Public Hearing was published in the Contra Costa Times on January 25, 2016.

STRATEGIC PURPOSE

This action supports Strategy C-1 of the Citywide Strategic Plan: Improve existing community partnerships and realize new partnerships to help improve neighborhood and reduce blight.

FISCAL IMPACT

This action has no fiscal impact to the City of Antioch, as the developer is not requesting City subsidy for the project.

DISCUSSION

This Public Hearing is a required component of the Tax Equity and Fiscal Responsibility Act (TEFRA) of 1982. A TEFRA Public Hearing, held by the governmental unit having jurisdiction over the area in which the facility to be financed is located, is mandated by the IRS before the Governor can approve the issuance of tax-exempt debt. The purpose of this TEFRA hearing is to provide a reasonable opportunity for interested residents of Antioch to express their views, either orally or in writing, on the issuance of bonds for the project outlined in this report.

These bonds will not be issued by the City of Antioch. Levy Affiliated Holdings has submitted to the California Statewide Communities Development Authority (the "Authority") an application for the financing of the Casa Blanca Apartments through the issuance of tax-exempt obligations in an aggregate principal amount not to exceed \$17 million.

The Authority is a joint exercise of powers authority comprised of over 500 California cities, counties and special districts, including the City. The Authority, pursuant to its Amended and Restated Joint Exercise of Powers Agreement, is authorized to assist in the financing of facilities for multifamily housing projects. In order to initiate such a financing, the member participant of the Authority in which the proposed facilities will be located must conduct a public hearing and approve the Authority's issuance of indebtedness. Therefore, although the Authority will be the issuer of the tax-exempt revenue obligations for the Applicant, the financing cannot proceed without the City's approval of the financings.

The proposed project does not create additional affordable housing in the City, but upgrades and enhances existing affordable housing.

Proposed Project

Levy Affiliated is proposing to purchase and rehabilitate Casa Blanca Apartments, located at 1000 Claudia Court in Antioch, for a projected \$17 million investment. This is an affordable multi-family apartment community originally built in 1971. The 6.17 acre site consists of 12 two-story apartment buildings and one single-story leasing building, providing 115 units of affordable family housing. Of these, 71 are one-bedroom, 43 are two-bedroom, with one manager unit. The twelve two-story buildings have no elevators and there are currently no handicap units on site.

This complex was initially allocated Federal Tax Credits in 1999 (CA-1999-814). These apartments are exclusively for residents earning 60% or less of the area median income, but after this transaction, 10% will be affordable for those earning 50% of the area median income. Casa Blanca Apartments are an important part of the City's affordable housing stock for lower income families.

The proposed renovations at Casa Blanca Apartments include the following:

- Increasing the number of handicap accessible units from 0 to 11, including accessible kitchens and bathrooms, and at least 4% of these will contain communication features.
- Developer will ensure that there are accessible paths of travel and that all community areas are accessible to persons with mobility challenges.
- Following the renovation, the property will have the following amenities: community room, two pools (or one pool and one playground), a basketball court, courtesy patrol service, and common laundry rooms.
- In the kitchens, new cabinets, countertops, EnergyStar appliances, sinks, and EnergyStar lighting fixtures.

- New floors, high efficiency water heaters, wall heaters, air conditioning units, door hardware, and lighting fixtures throughout all units.
- Patching and painting all exteriors, parking upgrades, parking lot resealing, walkway repairs, and landscaping upgrades to minimize water usage.
- Planned renovation will reduce energy usage by more than 15%.

Developer

Levy Affiliated is a California-based real estate company that acquires and manages assets throughout the United States with an emphasis on California and the Southwest. Levy Affiliated was founded in 1988 by Shaoul J. Levy. Over the last 15 years, Levy Affiliated has sourced, negotiated and executed 90 transactions totaling nearly \$900 million across various property types and financing structures. The Company's current portfolio of 50 properties has an estimated market value of over \$700 million, containing a mix of retail centers, office buildings and apartment complexes, ranging from Hawaii to North Carolina, but largely concentrated in Southern California.

In Alameda and Contra Costa counties, Levy Affiliated has purchased and rehabilitated Garden Villas Apartments, 9914 98th Avenue Court, Oakland in 2009, and Liberty Village Apartments, 298 W Chanslor Avenue, Richmond.

ATTACHMENT

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2016/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR CASA BLANCA APARTMENTS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Antioch (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, Levy Affiliated Holdings, a limited partnership or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$17,000,000 in outstanding aggregate principal amount, to finance the acquisition and rehabilitation of a 115-unit multifamily rental housing project located at 1000 Claudia Court, Antioch, California, generally known as Casa Blanca Apartments (the "Project") and operated by Platinum Realty Management; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City of Antioch (the "City"); and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

RESOLUTION NO. 2016/**

February 9, 2016

Page 2

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, as follows:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. The City Clerk shall forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 5. This resolution shall take effect immediately upon its passage.

AZ

RESOLUTION NO. 2016/**

February 9, 2016

Page 3

* * * * *

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

A3



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 9, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Cindy Gnos, Contract Planner

APPROVED BY: Forrest Ebbs, Community Development Director *fe*

SUBJECT: Vineyards at Sand Creek (GP-14-01, PD-14-03, Subdivision 9390)

RECOMMENDED ACTION

It is recommended that the City Council take the following actions:

1. Adopt the Resolution certifying the Environmental Impact Report for the Vineyards at Sand Creek Project, adopting Findings of Fact, and adopting a Mitigation Monitoring and Reporting Program.
2. Adopt the Resolution approving a General Plan Amendment of the project site from Business Park, Public/Quasi-Public, and Open Space/Senior Housing designations to Medium Low Density Residential and Open Space as well as amendment to the text of the Sand Creek Focus Area of the General Plan (GP-14-01).
3. Introduce the Ordinance approving a Development Agreement between the City of Antioch and GBN Partners, LLC.
4. Introduce the Ordinance approving a Rezone of the project site to Planned Development, approving a Master Development Plan, Final Development Plan, and Planned Development and Design Standards (PD-14-03).
5. Adopt the Resolution approving a Vesting Tentative Map/Final Development Plan and Resource Management Plan consisting of 641 units (Subdivision 9390).

STRATEGIC PURPOSE

This action will grow Antioch's economy through residential development (Strategy F-3 in the Strategic Plan), in that it will create more homes and necessary infrastructure. In addition, this action will rebuild police services (Strategy A-1 in the Strategic Plan), in that the Development Agreement includes a provision to create a financing mechanism for the provision of police services necessary to serve the development.

FISCAL IMPACT

The General Plan (6.4.2.e.) calls for a fiscal impact analysis to “provide input into assessment of the overall fiscal impact of development within the City, and to determine what costs to the City, if any, should be mitigated. A fiscal impact analysis was prepared for the proposed project by Economic and Planning Systems. The analysis included three scenarios: a baseline scenario, a conservative sale price scenario, and an increased baseline costs scenario. All three result in an annual surplus to the City that ranged from \$64,038 to \$151,303. These figures are for the entire project. The per-unit values are \$100 to \$236 annually.

The analysis considered the overall fiscal impact on the City, including the anticipated costs of the City serving the project, the sales tax and other local revenues generated by future residents, and the anticipated police service fee, which offsets the costs of providing police services. This surplus occurs only because of the unique qualities of this project. Specifically, the private ownership and maintenance of the project’s streets and parks relieve the City of its ordinary obligation to forever maintain these elements and the police service fee eliminates that ordinary obligation. Without private ownership and this fee in place, the project would result in a large annual cost to the City. It is also important to note that the City of Brentwood will capture 75% of the sales tax revenue from this project because of its location and land use planning patterns.

DISCUSSION

The applicant, GBN Partners, LLC requests approval of the Vineyards at Sand Creek Project EIR, a Development Agreement, General Plan Amendment (land use designation and Sand Creek Focus Area text), Rezone to Planned Development (including adoption of development standards and design guidelines), and a Tentative Map/Final Development Plan and Resource Management Plan, for the development of a 641 unit residential community on 141.6 acres. The project site is in the southeastern section of the City of Antioch, on the western side of State Route 4 and is within the northeastern corner of the Sand Creek Focus Area east of the current terminus of Hillcrest Avenue, west of Heidorn Ranch Road and north of Sand Creek Road (APNs 057-030-003, 057-030-007).

Project Overview

The applicant is proposing to construct a gated residential development, including 641 single-family residential units; 31.6 acres of parks and landscaped areas; extension of Heidorn Ranch Road, Hillcrest Avenue, and Sand Creek Road; extension of a portion of the Sand Creek Trail for connection to other City and regional trails; and utility improvements.

- *Residential Concept.* The proposed project includes development of 641 single-family residential units on approximately 127.5 acres north of the future alignment of Sand Creek Road. The average density of the residential development would be approximately 5.03 units per gross acre. The proposed project would be constructed in two main phases arranged into six neighborhoods. At least six different housing layouts with three different elevations would be constructed on lots ranging from approximately 4,200 to 5,160 square feet. The project would be a gated community with private streets

and the applicant is requesting approvals for the proposed project to be either an age-restricted or standard community, at their discretion. Construction of the proposed project would be conducted in two main phases arranged into six neighborhoods. Phase 1 of the project would most likely commence in 2017; and Phase 2 of construction is expected to be completed in 2022.

- *Recreation, Landscaping and Open Space.* The proposed project includes the development of recreational, park, and landscape areas within the residential area. The proposed project would include the construction of a detention basin south of the residential area and extension of the Sand Creek Trail, with the remaining acreage as undeveloped open space adjacent to the Sand Creek buffer area. In addition, the proposed project would include a focus on drought-tolerant and adaptive plant species. Approximately 25 percent of the site would be set aside for open space and buffer uses, as described in detail below:
 - *Promenade Central Park.* An approximate 2.1-acre park space would be located in the middle of the project site. Separate parking would also be provided if recreational facilities, such as a community building or pool were incorporated in the Promenade Central Park.
 - *Promenade Southeastern Park.* An approximate 7.5-acre park space with a 3.5-acre detention basin would be located in the southeastern corner of the project site.
 - *Sand Creek Regional Trail.* A segment of the Sand Creek Regional Trail would be constructed within the project site. The trail would connect to the planned trail to the west, by the Aviano Project, and would transition to the public sidewalk to the east along Sand Creek Road.
 - *Southern Detention Basin Surrounding Open Space.* Approximately 5.7 acres of open space would be included around and adjacent to the detention basin located south of Sand Creek Road.
 - *Landscaping.* Landscaping would be provided throughout the project site on a total of approximately 31.6 acres.

Planning Commission Recommendation

On January 6, 2016, the Planning Commission recommended the project be approved by City Council, by a vote of 5-1. The primary discussion focused on the appropriateness and timing of a General Plan Amendment. It was noted by a majority of Commissioners that a Business Park at this location seems inappropriate with confirmation provided by the market analysis prepared for the proposed project. The Commission also added a finding to the General Plan Amendment noting that the increased density is appropriate at this site due to the proximity of the potential high density residential development adjacent in Brentwood and that the site is flat allowing for increased density. Several community members spoke in support of the project, noting the need for an upscale gated community in Antioch, among other things. A couple of community members spoke in opposition to the project noting the General Plan should not be amended and the need for jobs in town. In addition, concerns regarding the smaller lot sizes and density were raised. The Draft Planning Commission minutes are included as Attachment "F" to this staff report and the

Planning Commission staff report is Attachment "G". Please refer to the Planning Commission staff report for the project details.

ATTACHMENTS

- A. Resolution certifying the Environmental Impact Report for the Vineyards at Sand Creek Project, adopting findings of fact and a mitigation monitoring and reporting program

Exhibit A. Summary of Impacts and Mitigation Measures
Exhibit B. Mitigation Monitoring and Reporting Program

- B. Resolution approving a General Plan Amendment to designate the project site Medium Low Density Residential and Open Space and amending the Sand Creek Focus Area text

Exhibit A. General Plan Land Use Amendment
Exhibit B. Sand Creek Focus Area General Plan Text Amendment

- C. Ordinance approving a Development Agreement between the City of Antioch and GBN Partners, LLC

Exhibit A. Development Agreement

- D. Ordinance approving a Rezone to Planned Development district, adopting Planned Development Standards and Design Guidelines

Exhibit A. Legal Description

- E. Resolution approving a Vesting Tentative Map/Final Development Plan, and Resource Management Plan for the Vineyards at Sand Creek Project

Exhibit A. Vesting Tentative Map
Exhibit B. Phasing Plan
Exhibit C. Street Names

- F. Draft Planning Commission Minutes of January 6, 2016

- G. Planning Commission Staff Report – without attachments

- H. Redlined Development Agreement with changes since Planning Commission hearing

ATTACHMENT "A"

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RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE VINEYARDS AT SAND CREEK PROJECT AS ADEQUATE FOR ADDRESSING THE ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT AND ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS, MITIGATION MEASURES AND A MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, the City of Antioch ("City") received an application from GBN Partners, LLC ("Applicant") seeking City approval of the following: a General Plan Amendment of the Sand Creek Focus Area of the General Plan to Medium Low Density Residential and Open Space as well as a text amendment; a Development Agreement; a Planned Development Rezone, Master Development Plan, Final Development Plan; Vesting Tentative Map/Final Development Plan and a Resource Management Plan for the development of a 641-unit residential community on approximately 141 acres, which project originally was known as the Promenade and is now known as the Vineyards at Sand Creek Project ("Project").

WHEREAS, The Project site is in the southeastern section of the City of Antioch, on the western side of State Route 4 and is within the northeastern corner of the Sand Creek Focus Area east of the current terminus of Hillcrest Avenue, west of Heidorn Ranch Road and north of Sand Creek (APNs 057-030-003, 057-030-007);

WHEREAS, the Project consists of a residential development on 141.6 total acres, including 641 single-family residential units on 127.5 acres; 31.6 acres of parks and landscaped areas (some of which overlap with the residential area); extension of Heidorn Ranch Road, Hillcrest Avenue, and Sand Creek Road; extension of a portion of the Sand Creek Trail for connection to other City and regional trails; and utility improvements. In addition, the Project would construct off-site improvements (i.e., roadways and utilities) that would affect two adjacent offsite areas totaling approximately 6.47 acres: an area to the north and east that includes an approximately 6.02-acre portion of Heidorn Ranch Road (a dedicated public roadway in Antioch); and a 0.4 acre area to the southeast that includes a portion of Sand Creek in which storm drain lines and a storm drain outfall structure would be constructed. The gated residential Project would be constructed in two main phases arranged into six neighborhoods. The Project could be developed as either a single-family market-rate residential community or as an age-restricted "active adult" residential community. In addition, the Project would include the construction of a detention basin south of the residential area and extension of the Sand Creek Trail, with the remaining acreage as undeveloped open space adjacent to Sand Creek. On-site infrastructure for the Project would consist of private subdivision roads, including curbs, gutters, and sidewalks, and water, sewer, and storm drainage connections and improvements.

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WHEREAS, the City, as lead agency under the California Environmental Quality Act ("CEQA"), has completed the Final Environmental Impact Report ("Final EIR" or "EIR") for the Project.

WHEREAS, this document contains the City's certification of the EIR, its CEQA findings, and its statement of overriding considerations supporting approval of the Project considered in the EIR. The Final EIR has State Clearinghouse No. 2014092010.

WHEREAS, a Draft Environmental Impact Report ("Draft EIR") was released for public and agency review on June 23, 2015. The Draft EIR assesses the potential environmental effects of implementation of the Project, identifies means to eliminate or reduce potential adverse impacts, and evaluates a reasonable range of alternatives to the Project.

WHEREAS, the Final EIR comprises the Draft EIR together with one additional volume that includes the comments on the Draft EIR submitted by interested public agencies, organizations, and members of the public; written responses to the environmental issues raised in those comments; revisions to the text of the Draft EIR reflecting changes made in response to comments and other information; and other minor changes to the text of the Draft EIR. The Final EIR is hereby incorporated in this document by reference.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, as follows:

I. CERTIFICATION OF THE FINAL EIR

The City Council of the City of Antioch (the "City Council") certifies that it has been presented with the Final EIR and that it has reviewed and considered the information contained in the Final EIR prior to making the following findings in Section II, below.

Pursuant to CEQA Guidelines Section 15090 (Title 14 of the California Code of Regulations, Section 15090) the City Council certifies that the Final EIR has been completed in compliance with CEQA and the State CEQA Guidelines. The City Council certifies the Final EIR for the Project as described above.

The City Council further certifies that the Final EIR reflects its independent judgment and analysis.

II. FINDINGS

Having received, reviewed, and considered the Final EIR and other information in the record of proceedings, the City Council hereby adopts the following findings in compliance with CEQA and the CEQA Guidelines:

Part A: Findings regarding the environmental review process and the contents of the Final EIR.

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Part B: Findings regarding the significant environmental impacts of the Project and the mitigation measures for those impacts identified in the Final EIR and adopted as conditions of approval, as well as the reasons that some potential mitigation measures are rejected.

Part C: Findings regarding the reasonableness of the range of alternatives evaluated in the Final EIR.

Because there are no significant impacts of the Project that cannot be reduced to a less-than-significant level through mitigation, the City Council need not adopt findings rejecting alternatives and the City Council need not adopt a Statement of Overriding Considerations.

The City Council certifies that these findings are based on full appraisal of all viewpoints, including all comments received up to the date of adoption of these findings, concerning the environmental issues identified and discussed in the Final EIR. The City Council adopts the findings and the statement in Parts A and B for Project.

In addition to the findings regarding environmental impacts and mitigation measures, Part D, below, identifies the custodian and location of the record of proceedings, as required by CEQA.

Part D describes the Mitigation Monitoring and Reporting Program for the Project. As described in Part E, the City Council hereby adopts the Mitigation Monitoring and Reporting Program as set forth in Exhibit B to these findings.

A. Environmental Review Process

1. Notice of Preparation and Scoping Meeting

On September 9, 2014, the City issued a Notice of Preparation announcing the intended preparation of the Draft EIR and describing its proposed scope. The Notice of Preparation had a 30-day review period until October 9, 2014. The City held a public scoping meeting for the Draft EIR on September 17, 2014 for the purpose of informing the public and receiving comments on the scope of the environmental analysis to be prepared for the Project. The scoping meeting was held at the City of Antioch Council Chambers, Third and "H" Streets, Antioch, CA 94509.

The City received four comment letters during the comment period on the Notice of Preparation, from state, regional, and local agencies and organizations.

2. Preparation of the EIR

The City completed the Draft EIR for the Project and, beginning on June 23, 2015, the City made the Draft EIR available for review and comment. A notice of availability was published and the period for receipt of comments on the Draft EIR remained open for 45 days. Copies of the Draft EIR document were made available at

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the City of Antioch Community Development Department, located at Third and "H" Streets, Antioch, and on the City's website at: www.ci.antioch.ca.us. During the comment period, the City received seven comment letters, from six state and local agencies and one organization.

The Final EIR was completed and available to commenting public agencies on or before December 28, 2015.

The Final EIR contains all of the comments received during and immediately after the public comment period, together with written responses to significant environmental issues raised in those comments, which were prepared in accordance with CEQA and the CEQA Guidelines.

The City Council finds and determines that the Final EIR provides adequate, good faith, and reasoned responses to all comments raising significant environmental issues.

3. Absence of Significant New Information

CEQA Guidelines Section 15088.5 requires a lead agency to recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of the draft EIR but before certification of the final EIR. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. The Guidelines provide examples of significant new information under this standard. Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

The City Council recognizes that the Final EIR incorporates information obtained by the City since the Draft EIR was completed, and contains additions, clarifications, modifications, and other changes. With respect to this information, the City Council finds as follows:

Changes to Mitigation Measures. As described in the Final EIR (Revisions to the Draft EIR Text) and in the responses to comments, Mitigation Measures 4.3-2 and 4.3-9 have been modified. The modification to Measure 4.3-9 corrects a typographical error by adding a cross reference to Figure 4.9-2. A new subsection (h), which requires a wood wire view fence along the southern site boundary, was added to Measure 4.3-2 based on discussions with biologist Geoff Monk, to further ensure protection of wildlife using Sand Creek and immediately adjacent land. In addition, Mitigation Measures 4.3-2(b), 4.3-3, 4.3-4(a), 4.3-5, and 4.3-8(b) were modified to add the option of compliance with an interim or adopted HCP should the City of Antioch pursue one. Addition of these measures will not result in a new significant impact or a substantial increase in the severity of a previously disclosed environmental impact. Therefore, in accordance with

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CEQA and the CEQA Guidelines, no recirculation of the EIR is necessary based on changes or additions to the mitigation measures in the Final EIR.

Other Changes. Various minor changes and edits have been made to the text and tables of the Draft EIR, as described in the Final EIR. These changes are generally of an administrative nature such as correcting typographical errors, making minor adjustments to the data, and adding or changing certain phrases to improve readability. The City Council finds that these changes are of a minor, non-substantive nature and do not require recirculation of the EIR.

In addition to the changes and corrections described above, the Final EIR provides additional information in response to comments and questions from agencies and the public. The City Council finds that this additional information does not constitute significant new information requiring recirculation, but rather that the additional information clarifies or amplifies an adequate EIR.

Finally, the Final EIR clarifies that the Project could be developed as either a single-family market-rate residential community or as an age-restricted "active adult" residential community. Recognition of the flexibility to construct age-restricted active adult housing would not result in new significant impacts or a substantial increase in the severity of Project impacts for the following reasons:

Aesthetics: Construction of age-restricted active adult units would not increase the height of the proposed housing units, and therefore would not result in a greater effect on scenic views than construction of unrestricted market units. Similarly, age-restricted active adult units would not necessitate removal of a greater number of trees compared to construction of unrestricted market-rate units, would not change the overall visual character of the proposed project, and would not introduce more light and glare than unrestricted market-rate units. There would be no change to the project's effects on scenic resources, the visual quality of the site and its surroundings, and light and glare.

Air Quality and Greenhouse Gas Emissions: Construction of age-restricted active adult units would occur on the same development footprint as the proposed construction of unrestricted market rate units, and would use the same construction techniques. Therefore, there would be no change in project-generated construction emissions. Active adult units tend to be occupied by smaller average households and tend to generate fewer vehicular trips than unrestricted market rate housing. Accordingly, vehicular emissions, including criteria pollutant emissions, carbon monoxide, toxic air contaminants, and greenhouse gases, associated with age-restricted active adult housing would not be greater than emissions associated with occupancy of unrestricted market-rate housing. New odors would not be introduced by age-restricted active adult units.

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Biological Resources: Construction of age-restricted active adult units would not necessitate any change to the proposed project footprint, and therefore would not change the project's effect on biological resources.

Cultural Resources: Construction of age-restricted active adult units would not necessitate any change to the proposed project footprint, and therefore would not change the project's effect on cultural resources.

Geology, Soils & Mineral Resources: Construction of age-restricted active adult units would not necessitate any change to the proposed project footprint, and would not change the applicable building standards that address seismic safety. Therefore, impacts related to geology, soils and mineral resources would not.

Hazards & Hazardous Materials: Construction of age-restrictive active adult units would not result in any change to the transport, use or disposal of hazardous materials, and would not change the project footprint or location. There would be no change to the risk of upset, potential for wildland fires, or emergency access.

Hydrology and Water Quality: Construction of age-restricted active adult units would not necessitate any change to the proposed project footprint or construction techniques, and therefore would not change the project's effect on hydrology and water quality.

Land Use & Planning/ Agricultural Resources: Page 4.8-5 of the Draft EIR recognizes that senior housing may be developed in any of the residential areas of the Sand Creek Focus Area. Construction of age-restricted housing units would not physically divide a community or result in increased incompatibility with adjacent land uses, in comparison to unrestricted market rate housing. Age-restricted housing is consistent with the General Plan and Sand Creek Specific Plan, as recognized on page 4.8-5 of the Draft EIR. There would be no change to the project footprint, and therefore there would be no change to effects on agricultural resources.

Noise: Construction of age-restricted active adult units would not result in changes to noise-generating construction equipment or to noise from project operations.

Public Services, Recreation & Utilities: Age-restricted active adult units tend to be occupied by smaller average households than unrestricted market rate units, and therefore tend to result in lower water demand and sewerage demand than unrestricted market rate units. Age-restricted active adult units also result in substantially less demand for school facilities. The same amount of park property would be provided by the project, and there would be no change in demand for public services and utilities such that construction of new facilities would be needed.

Transportation and Circulation: Age-restricted active adult units tend to be occupied by smaller average households and tend to generate fewer vehicular trips

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than unrestricted market rate housing. Accordingly, there would be no increase in transportation and circulation impacts.

In sum, the City Council finds that the additional information, including the changes described above, does not show that:

- (1) A new significant environmental impact would result from the Project or from a new mitigation measure proposed to be implemented.
- (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the Project, but the Project's proponents decline to adopt it.
- (4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Based on the foregoing, and having reviewed the information contained in the Final EIR and in the record of the City's proceedings, including the comments on the Draft EIR and the responses thereto, and the above-described information, City Council hereby finds that no significant new information has been added to the Final EIR since public notice was given of the availability of the Draft EIR that would require recirculation of the EIR.

4. Differences of Opinion Regarding the Impacts of the Project

In making its determination to certify the Final EIR and to approve the Project, the City Council recognizes that a range of technical and scientific opinion exists with respect to certain environmental issues. The City Council acknowledges that it has acquired an understanding of the range of this technical and scientific opinion by its review of the Draft EIR, the comments received on the Draft EIR and the responses to those comments in the Final EIR, as well as testimony, letters, and reports regarding the Final EIR and its own experience and expertise in these environmental issues. The City Council acknowledges that it has reviewed and considered, as a whole, the evidence and analysis presented in the Draft EIR, the evidence and analysis presented in the comments on the Draft EIR, the evidence and analysis presented in the Final EIR, the information submitted on the Final EIR, and the reports prepared by the experts who prepared the EIR, by the City's consultants, and by staff, addressing those comments. The City Council acknowledges that it has gained a comprehensive and well-rounded understanding of the environmental issues presented by the Project. The City Council

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acknowledges that in turn, this understanding has enabled the City Council to make its decisions after weighing and considering the various viewpoints on these important issues. The City Council accordingly certifies that its findings are based on full appraisal of all of the evidence contained in the Final EIR, as well as the evidence and other information in the record addressing the Final EIR.

B. Impacts and Mitigation Measures

The City Council acknowledges that these findings provide the written analysis and conclusions of the City Council regarding the environmental impacts of the Project and the mitigation measures identified by the Final EIR and adopted by the City Council as conditions of approval for the Project.

The City Council acknowledges that in making these findings, the City Council has considered the opinions of other agencies and members of the public, including opinions that disagree with some of the analysis and significance thresholds used in the EIR. The City Council finds that the determination of significance thresholds is a judgment within the discretion of the City Council; the significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and City staff; and the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

In particular, the EIR relied on significance criteria for evaluating impacts that are tailored to this type of project. The criteria used in this EIR to determine whether an impact is or is not "significant" are based on (a) CEQA-stipulated "mandatory findings of significance" listed in CEQA Guidelines section 15065; (b) the relationship of the Project effect to the adopted policies, ordinances and standards of the City and of responsible agencies; and (c) commonly accepted practice and the professional judgment of the EIR authors and City staff.

Exhibit A attached to these findings and incorporated herein by reference summarizes the environmental determinations of the Final EIR about the Project's significant impacts before and after mitigation. This exhibit does not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, Exhibit A provides a summary description of each significant impact, describes the applicable mitigation measures identified in the Final EIR and recommended for adoption by the City Council, and states the City Council's findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the Final EIR's determinations regarding the Project's impacts and mitigation measures designed to address those impacts. In making these findings, the City Council ratifies, adopts, and incorporates the analysis and explanation in the Final EIR, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures,

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except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

The City Council adopts, and incorporates as conditions of approval of the Project, the mitigation measures set forth in the Mitigation Monitoring and Reporting Program attached to these findings as Exhibit B to reduce or avoid the potentially significant and significant impacts of the Project. The City Council acknowledges that in adopting these mitigation measures, the City Council intends to adopt each of the mitigation measures recommended for approval by the Final EIR. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted from Exhibit B, such mitigation measure is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in Exhibit B fails to accurately reflect the mitigation measures in the Final EIR due to a clerical error, the language of the mitigation measure as set forth in the Final EIR shall control, unless the language of the mitigation measure has been specifically and expressly modified by these findings.

The City Council hereby finds that the adopted mitigation measures are changes or alterations that have been required in, or incorporated into, the Project which mitigate or avoid significant effects on the environment.

In comments on the Draft EIR, various measures were suggested by commenters as proposed additional mitigation measures or modifications to the mitigation measures identified by the EIR. No modifications were made to mitigation measures in response to such comments. Other comments requested minor modifications in mitigation measures identified in the Draft EIR, requested mitigation measures for impacts that were less than significant, or requested additional mitigation measures for impacts as to which the Draft EIR identified mitigation measures that would reduce the identified impact to a less than significant level; these requests are declined as unnecessary.

With respect to the additional measures suggested by commenters that were not added to the Final EIR, the City Council hereby adopts and incorporates by reference the reasons set forth in the responses to comments contained in the Final EIR as its grounds for rejecting adoption of these mitigation measures.

C. Alternatives

1. Summary of Discussion of Alternatives in the Final EIR

The Final EIR evaluates three potential alternatives to the Project. The EIR examines the environmental impacts of each alternative in comparison with the Project and the relative ability of each alternative to satisfy project objectives.

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2. Findings Relating to Alternatives

In making these findings, the City Council certifies that it has independently reviewed and considered the information on alternatives provided in the Final EIR, including the information provided in comments on the Draft EIR and the responses to those comments in the Final EIR. The Final EIR's discussion and analysis of these alternatives is not repeated in these findings, but the discussion and analysis of the alternatives in the Final EIR is incorporated in these findings by reference.

The Final EIR describes and evaluates in detail three alternatives to the Project. The City Council acknowledges that as set forth in section B above, the City Council has adopted mitigation measures that reduce all of the significant environmental effects of the Project to a less-than-significant level. Accordingly, CEQA does not require the City Council to adopt findings rejecting alternatives to the Project. Nevertheless, The City Council acknowledges that the reasons for the City Council's decision to approve the Project instead of the remaining alternatives are presented below. The City Council finds that the Project would satisfy the Project Objectives, and the remaining alternatives are unable to satisfy the project objectives to the same degree as the Project. The City Council further finds that, on balance, none of the remaining alternatives has environmental advantages over the Project that are sufficiently great to justify approval of such an alternative instead of the Project, in light of each such alternative's inability to satisfy the project objectives to the same degree as the Project. Accordingly, the City Council determines to approve the Project instead of approving one of the remaining alternatives.

a. Description of Project Objectives

The project objectives are:

- To implement the City's General Plan and Sand Creek Focus Area of the General Plan goals by creating an economically viable project that is capable of providing various infrastructure improvements that are able to serve the project and facilitate service to future planned development, including trunk line infrastructure that is necessary for the ultimate development of the Sand Creek Focus Area of the General Plan, and public roadway improvements.
- To help the City of Antioch provide its fair share of housing, and help alleviate a regional housing shortage, by providing a mix of housing types and sizes, some moderately affordable, and which can meet the needs of a variety of different and growing household sizes.
- To provide Antioch's first residential gated community, and make it compatible with the surrounding residential uses, yet a visually identifiable community that is at a scale and quality similar to gated residential developments in the greater East Bay.
- To provide onsite amenities and recreational opportunities, such as a pool club and a private sports park, and provide a Sand Creek trail connection.

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- To provide housing near major transportation and regional trails connections, with increased land use intensities near regional transportation connections.
- To create a community that is family friendly or that could accommodate senior residents.
- To implement the County's Growth Management Program by providing for urban development within the Urban Limit Line. To contribute to the City of Antioch's economic and social viability by creating a community that attracts investment and positive attention.

b. Discussion and Findings Relating to the Alternatives Evaluated in the Draft EIR

Chapter 6 of the Draft EIR evaluates the following three alternatives, which are summarized below:

- No Project (No Build) Alternative;
- Buildout Pursuant to Existing General Plan Alternative; and
- Executive Residential Alternative.

No Project (No Build) Alternative.

Under CEQA, a "No-Project Alternative" compares the impacts of proceeding with a proposed project with the impacts of not proceeding with the proposed project. A No-Project Alternative describes the environmental conditions in existence at the time the Notice of Preparation was published, along with a discussion of what would be reasonably expected to occur at the site in the foreseeable future, based on current plans and consistent with available infrastructure and community services.

The No Project (No Build) Alternative is defined in the Draft EIR as the continuation of the existing conditions of the Project site, which is currently disturbed, vacant, agricultural land. Because implementation of the No Project (No Build) Alternative would result in the site remaining under current conditions, physical environmental impacts would not occur. Therefore, implementation of the No Project (No Build) Alternative would result in fewer overall impacts compared to that of the Project. However, the No Project (No Build) Alternative would not meet any of the project objectives.

On balance, the environmental benefits that might be achieved with this alternative are outweighed by its failure to achieve any of the project objectives, and the City Council rejects this alternative.

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Buildout Pursuant to Existing General Plan Alternative.

The Buildout Pursuant to Existing General Plan Alternative would include the development of 16 two-story office buildings on 131 acres of the 141.6-acre Project site for a total of 2,600,000 sf. The Buildout Pursuant to Existing General Plan Alternative would eliminate the single-family housing units and would include a 2.77-acre park in the center of the site. The buildings and streets would be laid out in a grid-style with predominantly east-west building orientations. Building sizes would average 150,000 sf and would range from 60,000 sf to 280,000 sf. Under the Buildout Pursuant to Existing General Plan Alternative, the centrally located park parcel would be increased from 2.1 acres to 2.77 acres and the water quality detention basin would remain unchanged. Overall, the Buildout Pursuant to Existing General Plan Alternative would eliminate the residential units and introduce business park uses to the site.

The Draft EIR determined that the Buildout Pursuant to Existing General Plan Alternative would achieve few of the Project's objectives. It would also result in greater impacts related to transportation and circulation, noise, and air quality, relative to the Project.

On balance, the environmental benefits that might be achieved with this alternative are outweighed by its failure to achieve any of the project objectives, and the City Council rejects this alternative.

Executive Residential Alternative.

The Executive Residential Alternative would include the construction of 232 large-lot single family residences on 131 acres. The Executive Residential Alternative would reduce the total number of dwelling units from 650 to 232, a reduction of approximately 64 percent. This alternative would incorporate two parks on the Project site.

The Draft EIR determined that the Executive Residential Alternative would achieve some of the Project's objectives and would result in fewer impacts than the Project in several resource areas. On balance, the environmental benefits that might be achieved with this alternative are outweighed by its failure to achieve all of the project objectives. The City Council rejects this alternative.

c. Findings Regarding Reasonable Range of Alternatives

The City Council finds that the range of alternatives evaluated in the EIR reflects a reasonable attempt to identify and evaluate various types of alternatives that would potentially be capable of reducing the Project's environmental effects, while accomplishing most but not all of the project objectives. The City Council finds that the alternatives analysis is sufficient to inform the City Council and the public regarding the tradeoffs between the degree to which alternatives to the Project could reduce

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environmental impacts and the corresponding degree to which the alternatives would hinder the City's ability to achieve the project objectives.

D. Record of Proceedings

Various documents and other materials constitute the record upon which the City Council bases these findings and the approvals contained herein. The location and custodian of these documents and materials is: Forrest Ebbs, Community Development Director, City of Antioch, 200 H Street, Antioch, CA 94509.

E. Mitigation Monitoring and Reporting Program

In accordance with CEQA and the CEQA Guidelines, the City Council must adopt a mitigation monitoring and reporting program to ensure that the mitigation measures adopted herein are implemented. The City Council hereby adopts the Mitigation Monitoring and Reporting Program for the Project attached to these findings as Exhibit B.

NOW THEREFORE BE IT FURTHER RESOLVED that the Environmental Impact Report for the Promenade/Vineyards at Sand Creek Project is HEREBY CERTIFIED pursuant to the California Environmental Quality Act. All feasible mitigation measures for the Project identified in the Environmental Impact Report and accompanying studies are hereby incorporated into this approval.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 9th day of February, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

SUMMARY OF IMPACTS AND MITIGATION MEASURES

TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
4.1 Aesthetics			
4.1-1 Substantial adverse effect on a scenic vista.	LS	None required.	N/A
4.1-2 Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a State scenic highway.	NI	None required.	N/A
4.1-3 Degradation of the existing visual character or quality of the project site and/or the site's surroundings.	LS	None required.	N/A
4.1-4 Creation of new sources of substantial light or glare that would adversely affect day or nighttime views in the area.	PS	4.1-4 Prior to approval of Improvement Plans that include street lights, the City of Antioch's Engineering Division shall review and approve the lighting specifications to ensure that lighting fixtures comply with the Zoning Code's requirements for minimum and maximum ground level illumination. In addition, prior to approval of building permits for new structures that include exterior lighting, the City of Antioch's Planning Division shall review and approve the exterior lighting specifications to ensure exterior lighting is of a low profile and intensity.	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
4.1-5 Long-term changes in visual character of the region associated with cumulative development of the proposed project in combination with future buildout in the City of Antioch.	LS	None required.	N/A
4.2 Air Quality and GHG Emissions			
4.2-1 Generation of short-term construction-related criteria air pollutant emissions.	PS	<p>4.2-1-1 Prior to issuance of a grading permit, the project applicant shall show on the grading plans via notation that the contractor shall ensure that:</p> <ul style="list-style-type: none"> • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded are, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<ul style="list-style-type: none"> • <i>Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes. Clear signage shall be provided for construction visible emissions evaluator.</i> • <i>All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.</i> • <i>Post a publicly visible sign with the telephone number and person to contact at the City of Antioch regarding dust complaints. This person shall be respond and take corrective action within 48 hours. The Air District's phone number shall also visible to ensure compliance with applicable regulations.</i> • <i>All diesel-powered equipment larger than 200 horsepower (i.e., rubber tired dozers, scrapers, and cranes) and diesel-powered graders shall meet USEPA emissions standards for Tier 2 engines or equivalent.</i> <p><i>The grading plans shall be submitted for review and approval by the City Engineer.</i></p>	N/A
4.2-2 Generation of long-term operational criteria air pollutant emissions and a conflict with or obstruction of implementation of regional air	LS	None required.	N/A

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
quality plans.			
4.2-3 Exposure of sensitive receptors or the general public to substantial levels of pollutant concentrations.	LS	None required.	N/A
4.2-4 Creation of objectionable odors affecting a substantial number of people.	LS	None required.	N/A
4.2-5 Generation of a cumulatively considerable contribution to criteria air pollutant emissions.	LS	None required.	N/A
4.2-6 Generation of a cumulatively considerable contribution to GHG emissions,	LS	None required.	N/A
4.3 Biological Resources			
4.3-1 Impacts to special-status plants.	LS	None required.	N/A
4.3-2 Impacts to the California red-legged frog.	PS	4.3-2(a) Prior to the issuance of a grading permit for project site grading and the installation of the outfall structure in Sand Creek, an education program shall be conducted by a qualified biologist to explain the endangered species concerns to contractors/operators working at the project site. This education/training program shall include a description of the frog and its habitat, a review of the Endangered Species Act and the federal listing of the frog, the general protection measures to be implemented to protect the frog and minimize take, and a delineation of the limits of the work area.	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>4.3-2(b) A qualified 10(a)(1)(A) biologist shall conduct preconstruction surveys of the creek work areas no more than 14 days prior to dewatering and other work activities. If any California red-legged frogs are identified in the work area, the Service and the Department shall be notified and, if permitted, relocated outside of the work area. Alternatively, the project applicant could comply with one of the following:</p> <ol style="list-style-type: none"> 1) Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or 2) Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan. 	
		<p>4.3-2(c) The work areas adjacent to Sand Creek shall be isolated with suitable amphibian exclusion fencing.</p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>(see below) that would block the movement of California red-legged frogs from entering the work areas. This fence shall be installed prior to the time any site grading or other construction-related activities are implemented. The fence shall remain in place during site grading or other construction-related activities and shall prevent frogs from entering the project site work areas.</p> <p>While normally California red-legged frog exclusion fencing consists of silt fencing, owing to the duration of the development project, a more weather resilient fence is recommended. The exclusion fence shall consist of a 4-foot wall of 1/4-inch mesh, galvanized wire (i.e., welded wire hardware cloth- no woven wire would be allowed) or other commercially available exclusion fencing (e.g. ERTEC Fence). Initially, staking would be installed along the route of the exclusion fencing in a 4 inch deep trench. Then, the bottom of the fence would be firmly seated in the trench. The fencing above the ground would be anchored to metal staking with wire. Finally, the top 10-inches or less would be bent over in a semi-circle towards the outside of the fence to ensure that the fence cannot be climbed. This fence would be expected to last the duration of the construction period for the development project.</p>	

4.3-2(d) A qualified biologist shall be onsite when grading

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>activities occur within 300 feet of Sand Creek to conduct daily inspections of the fencing and to otherwise ensure that stranded animals are salvaged and relocated back to the stream channel. The biological monitor shall be responsible for ensuring that the wildlife exclusion fencing is not compromised, and shall notify the onsite contractor representative when fencing needs to be repaired.</p> <p>4.3-2(e) All construction work in Sand Creek associated with the outfall structure shall be scheduled for the dry season (May 15 through October 15) and when there is reduced flow in Sand Creek. No work shall occur when water is flowing within the work area. Any necessary in-drainage work when there are flows shall be isolated from flows via the installation of temporary coffer dams that have flow-through bypass pipes. Flows shall be diverted around isolated work areas either by gravity flow or if necessary by pumping water around the work area. No silty water shall be allowed to reenter the tributary below any in-drainage work area. Methods and materials shall be adapted in the field to match the size, shape, and anticipated flow volume of the drainage, and pre-approved by the biological monitor. All diversions shall conform to the following provisions:</p> <ul style="list-style-type: none"> • Drainage diversion shall be practiced only where deemed unavoidable by the proposed 	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p align="center">Mitigation Measures</p> <ul style="list-style-type: none"> • <i>Diversion shall be limited to the minimum time period necessary to complete the work and restore the channel.</i> • <i>Construction equipment would work from above the top-of-bank unless equipment is authorized to operate below the top-of-bank by the Department, Service, USACE, and/or RWQCB pertaining to their respective jurisdictions. Unless permitted by these agencies within their respective jurisdictions, there shall be no vehicle passage, vehicle parking, or materials storage below the top of bank.</i> • <i>All in-drainage and diversion work plans shall reflect and incorporate standard erosion control measures and BMP's as prescribed in the Project's SWPPP.</i> • <i>In certain cases where water seeps into the dewatered area, sump pits may be excavated in the work area and seepage water would then be pumped back upstream behind the coffer dam. All discharged water shall be silt free. If silt is a problem, water shall be pumped through a silt sock into baker tank(s) prior to discharge back into the channel.</i> • <i>All downstream flows shall be maintained throughout the period that coffer dams are installed.</i> 	

TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<ul style="list-style-type: none"> • The entire work area below the top of bank, including the coffer dam location, shall be restored to the approximate pre-construction contours and would be stabilized as necessary to withstand the expected high water flows. All dam materials shall be completely removed from the channel when work is complete, and not be disposed of in or near the channel. • A qualified 10(a)(1)(A) biologist shall conduct pre-construction surveys for California red-legged frog prior to isolating any work area within Sand Creek. If any frogs are found in the work area, the Service and the Department shall be notified, and the frogs shall be moved from the work area to up or downstream areas of Sand Creek, whichever is closest to the capture site. Upon completion of the survey, coffer dams may be installed. Any isolated water shall be seined by the proposed project biologist to search for frogs prior to pumping water out of the isolated work areas. • The project biological monitor shall be present during all in-drainage work. Dewatered work areas shall not result in stranded aquatic wildlife. • All trash that might attract predators to the project site shall be properly contained and removed from the site and disposed of regularly. All construction debris and trash 	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>shall be removed from the site when construction activities are complete.</p> <ul style="list-style-type: none"> All fueling and maintenance of equipment and vehicles, and staging areas shall be at least 20 meters from Sand Creek. The construction personnel shall ensure that contamination of California red-legged frog habitat does not occur and shall have a plan to promptly address any accidental spills. 	
		<p>4.3-2(f) To mitigate for impacts to federally listed species, including impacts to the California red-legged frog, the applicant shall preserve 272 acres as offsite mitigation (hereinafter called the Marsh Creek Property) located off Marsh Creek Road in eastern Contra Costa County. An alternative mitigation property approved by the Service that possesses comparable biological resources for the affected federally listed species may also be used for mitigation in lieu of the Marsh Creek Property. The Marsh Creek Property is located immediately north of and adjacent to East Bay Regional Park District's (EBRPD) Round Valley Regional Preserve. The geographic location of the Marsh Creek Property adjacent to EBRPD Round Valley Regional Park makes it a valuable preservation property that would add permanently preserved acreage to existing regionally significant preserved lands (Round Valley Regional Preserve).</p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>There is a 1982 record for California red-legged frogs along Marsh Creek on the Marsh Creek Property (CNDDDB Occurrence No. 546), and a total of 79 reported occurrences of California red-legged frogs within 5 miles of the property. Hence, the habitat to be preserved at this mitigation property supports grassland habitat that provides upland dispersal habitat and aquatic habitat for California red-legged frogs, and Marsh Creek provides potential breeding habitat for California red-legged frog. The combination of breeding habitat in proximity to suitable upland habitat is most important for the ongoing viability of the California red-legged frog populations.</i></p> <p><i>While the proposed project would not likely impact the California tiger salamander, preservation of the Marsh Creek Property shall nonetheless provide benefits to this salamander. There is a 1982 record for California tiger salamander in a pond in annual grassland adjacent to Marsh Creek, located 0.24 mile upstream from the Marsh Creek Property (CNDDDB Occurrence No. 170), and a total of 69 reported occurrences of California tiger salamanders within 5 miles of the Marsh Creek Property. Owing to the abundance of known California tiger salamander records in the vicinity of the Marsh Creek Property and the presence of a robust California ground squirrel colony within the grasslands on the property,</i></p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>which provide necessary refugia habitats for California tiger salamanders, the Marsh Creek Property would most likely be regarded by the U.S. Fish and Wildlife Service and the Department of Fish and Wildlife as supporting suitable upland over-summering habitat for this salamander. Therefore, the proposed mitigation site would provide appropriate mitigation for impacts to 141.6 acres of long-term disked agricultural land (has been farmed annually since at least 1945 based upon aerial photograph research completed by M&A).</p> <p>4.3-2(g) The project proponent shall record a conservation easement over the Marsh Creek Property preserving it in perpetuity as wildlife habitat. The easement shall be granted to a qualified conservation organization such as the EBRPD. The project proponent shall also establish an endowment fund to provide for the long-term management, maintenance, and monitoring of the mitigation site. A Resource Management Plan (RMP) shall be developed for the management of natural resources to be preserved on the Marsh Creek Property.</p> <p>4.3-2(h) Prior to approval of Improvement Plans, the City of Antioch's Engineering Division shall review and approve the Improvement Plans to ensure that the Plans show and note that a wood wire view fence</p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
<p>4.3-3 Impacts to the western pond turtle.</p>	<p>PS</p>	<p><i>shall be constructed along the southern project site boundary. The fence shall be placed on the Sand Creek side of any trail constructed as part of the project, and shall be located at least 100 feet away from the centerline of Sand Creek.</i></p> <p><i>A qualified biologist shall conduct a preconstruction survey of the work area in Sand Creek, and if a western pond turtle is identified in the work area, the turtle will be relocated to suitable habitat downstream. The work areas adjacent to Sand Creek shall be isolated with exclusion fencing that will prevent western pond turtle from entering the work site and accidentally being harmed by construction activities.</i></p> <p><i>The deeply incised channel with steep slopes makes it very unlikely that a western pond turtle would climb up onto the project site to nest. As such, no potential nesting sites are likely to be affected by the proposed project. Regardless, preconstruction surveys for turtle nest sites in uplands adjacent to suitable aquatic habitat during spring and summer months shall be conducted within 30 days prior to beginning any activities. If no nests are found, no further consideration for western pond turtle nests is warranted. If nest sites are located during preconstruction surveys adjacent to a proposed work area, the nest site plus a 50-foot buffer around the nest site shall be fenced where it intersects a project work area to avoid</i></p>	<p>LS</p>

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**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>impacts to the eggs or hatchlings which over-winter at the nest site. In addition, if nest(s) are located during surveys, moth balls (naphthalene) should be sprinkled around the vicinity of the nest (no closer than 10 feet) to mask human scent and discourage predators.</i></p> <p><i>Construction at the nest site and within the 50-foot buffer area shall be delayed until the young leave the nest (this could be a period of many months) or as otherwise advised and directed by the Department, the agency responsible for overseeing the protection of the pond turtle. If the Department allows translocation of any nestling pond turtles this shall be completed by a qualified biologist under the direction of the Department.</i></p> <p><i>A 272 acre Mitigation Property shall be preserved along Marsh Creek Road in eastern Contra Costa County (or an alternative mitigation property with comparable biological resource values may also be used for mitigation in lieu of the Marsh Creek Property) to compensate for project related impacts to the California red-legged frog and the San Joaquin kit fox (see mitigation measures for these two species). Marsh Creek runs west to east through the Marsh Creek Property. This creek supports optimal western pond turtle basking pools and supports suitable nesting habitat that can be used by the western pond turtle. Thus, the</i></p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>permanent preservation of the Marsh Creek Property required to compensate for project impacts to the California red-legged frog and the San Joaquin kit fox will also benefit the western pond turtle. Alternatively, the project applicant could comply with one of the following:</p> <ol style="list-style-type: none"> 1) Comply with the applicable terms and conditions of the ECCCP HCP/NCCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCCP Covered Species; or 2) Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan. 	LS
4.3-4 Impacts to western burrowing owl.	PS	4.3-4(a) Within 14 days of commencement of ground disturbance, burrowing owl surveys shall be conducted by walking the entire project site and (where possible) in areas within 150 meters (approx. 500 feet) of the proposed project impact zone. The 150-meter buffer zone is surveyed to identify burrows and owls outside of the proposed	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>project area which may be impacted by factors such as noise and vibration (heavy equipment) during project construction.</p> <p>Pedestrian survey transects shall be spaced to allow 100 percent visual coverage of the ground surface. The distance between transect center lines shall be 7 meters to 20 meters and shall be reduced to account for differences in terrain, vegetation density, and ground surface visibility. Poor weather may affect the surveyor's ability to detect burrowing owls thus, avoid conducting surveys when wind speed is greater than 20 kilometers per hour and there is precipitation or dense fog. To avoid impacts to owls from surveyors, owls and/or occupied burrows shall be avoided by a minimum of 50 meters (approx. 160 ft.) wherever practical to avoid flushing occupied burrows. Disturbance to occupied burrows shall be avoided during all seasons. Alternatively, the project applicant could comply with one of the following:</p> <ol style="list-style-type: none"> 1) Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCC HCP/NCCP Covered 	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p align="center">Species; or</p> <p>2) Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.</p> <p>4.3-4(b) If burrowing owls are detected on the site, the following restricted activity dates and setback distances are recommended per the Department's Staff Report (2012):</p> <ul style="list-style-type: none"> • From April 1 through October 15, low disturbance and medium disturbance activities shall have a 200 meter buffer while high disturbance activities shall have a 500 meter buffer from occupied nests. • From October 16 through March 31, low disturbance activities shall have a 50 meter buffer, medium disturbance activities shall have a 100 meter buffer, and high disturbance activities shall have a 500 meter buffer from occupied nests. • No earth-moving activities or other disturbance shall occur within the aforementioned buffer zones of occupied burrows. These buffer zones shall be fenced as well. If 	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
4.3-5 Impacts to Swainson's hawk.	PS	<p>burrowing owls were found in the proposed project area, a qualified biologist would also need to delineate the extent of burrowing owl habitat on the site.</p> <p>4.3-4(c) The proposed preservation of the Marsh Creek Mitigation Property shall preserve 272 acres that will benefit western burrowing owls. The permanent preservation of this mitigation land provides suitable mitigation for impacts that would occur to 141.6 acres of marginal western burrowing owl habitat. The Marsh Creek Property supports grassland habitat and a robust California ground squirrel population that provides suitable habitat for western burrowing owls.</p> <p>4.3-5 To avoid impacts to nesting Swainson's hawks, the Department has prepared guidelines for conducting surveys for Swainson's hawk entitled: Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (CDFG 2000). These survey recommendations were developed by the Swainson's Hawk Technical Advisory Committee (TAC) to maximize the potential for locating nesting Swainson's hawks, and thus, reduce the potential for nest failures as a result of project activities and/or disturbances. To meet the Department's recommendations for mitigation and protection of Swainson's hawks in this guideline, surveys shall be conducted by a qualified raptor</p>	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>biologist for a 0.25-mile radius around all project activities and shall be completed for at least two survey periods as is found in the Department's 2000 survey guidelines (CDFG 2000). The guidelines provide specific recommendations regarding the number of surveys based on when the proposed project is scheduled to begin and the time of year the surveys are conducted. A copy of this survey report shall be provided to the City of Antioch prior to starting construction.</i></p> <p><i>The applicant shall prepare a Swainson's Hawk Monitoring and Habitat Management Plan if a qualified raptor biologist determines that a nest site could be impacted or project activities could otherwise cause "take" of the Swainson's hawk, its eggs, or young. If take could occur as determined by a qualified raptor biologist, protective buffers shall be established on the project site that shall prevent such take from occurring. The protective buffer shall be maintained until such time that the Swainson's hawks have completed their nesting cycle as determined by a qualified raptor biologist. The nest protection buffer shall be coordinated with the Department.</i></p> <p><i>In addition, the 272 acre Marsh Creek Mitigation Property (or an alternative mitigation property with comparable biological resources) shall compensate for project related impacts from the</i></p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>loss of the 141.6 acres of project site farmland that constitutes suitable foraging habitat for the Swainson's hawk. Mitigation that compensates for the loss of suitable Swainson's hawk foraging habitat shall include the preservation of the 272 acre Marsh Creek Property, which supports grasslands that provide suitable foraging habitat for Swainson's hawks. Alternatively, the project applicant could comply with one of the following:</p> <ol style="list-style-type: none"> 1) Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or 2) Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan. 	LS
4.3-6 Impacts to nesting raptors.	PS	4.3-6 In order to avoid impacts to nesting raptors, a nesting survey shall be conducted within 14 days prior to commencing with construction if this work would commence between February 1st and	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>August 31st. The raptor nesting surveys shall include examination of all trees within 300 feet of the entire project site, not just trees slated for removal.</i></p> <p><i>If nesting raptors are identified during the surveys, the dripline of the nest tree must be fenced with orange construction fencing (provided the tree is on the project site), and a 300-foot radius around the nest tree must be staked with bright orange lath or other suitable staking. If the tree is located off the project site, then the buffer shall be demarcated per above where the buffer intersects the project site. The size of the buffer may be altered if a qualified raptor biologist conducts behavioral observations and determines the nesting raptors are well acclimated to disturbance. If this occurs, the raptor biologist shall prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting raptors. No construction or earth-moving activity shall occur within the established buffer until it is determined by a qualified raptor biologist that the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid project construction zones. This typically occurs by August 1st. This date may be earlier or later, and would have to be determined by a qualified raptor biologist. If a qualified biologist is not hired to watch the nesting raptors then the</i></p>	

TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
<p>4.3-7 Impacts to nesting special-status bird species and nesting common bird species.</p>	<p>PS</p>	<p>4.3-7 If project site disturbance associated with the proposed project would commence between March 1st and September 1st, a preconstruction nesting survey shall be completed in the 14 day period prior to commencing with any proposed project related disturbance on the project site. The nesting survey shall be conducted on the project site and within a zone of influence around the project site. The zone of influence includes those areas off the project site where birds could be disturbed by earth-moving vibrations or noise. Accordingly, the nesting survey(s) must cover the project site and an area around the project site boundary.</p> <p>If special-status birds are identified nesting on or adjacent to the project site, a non-disturbance buffer of 100 feet shall be established or as otherwise prescribed by a qualified ornithologist. If common (that is, not special-status) birds for example, California towhee, western scrub jay, or acorn woodpeckers are identified nesting on or adjacent to the project site, a non-disturbance buffer of 75 feet shall be established or as otherwise prescribed by a qualified ornithologist.</p>	<p>LS</p>

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>The buffer shall be demarcated with painted orange lath or via the installation of orange construction fencing. Disturbance within the buffer shall be postponed until it is determined by a qualified ornithologist that the young have fledged and have attained sufficient flight skills to leave the area or that the nesting cycle has otherwise completed.</p>	
		<p>Typically, most passerine birds in the region of the project site are expected to complete nesting by August 1st. However, many species can complete nesting by the end of June or early to mid-July. Regardless, nesting buffers shall be maintained until September 1st unless a qualified ornithologist determines that young have fledged and are independent of their nests at an earlier date. If buffers are removed prior to September 1st, the qualified biologist conducting the nesting surveys shall prepare and submit a report to the City of Antioch that provides details about the nesting outcome and the removal of buffers. This report shall be submitted prior to the time that nest protection buffers are removed if the date is before September 1st.</p>	
4.3-8 Impacts to the San Joaquin kit fox.	PS	4.3-8(a) To compensate for the permanent loss of 141.6 acres of potential San Joaquin kit fox migration habitat, albeit farmed land, the proposed project includes the permanent preservation and	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>protection of the Marsh Creek Property. An alternative mitigation property approved by the United States Fish and Wildlife Service that possesses comparable biological resources may also be used for mitigation in lieu of the Marsh Creek Property. The Marsh Creek Property is 272 acres that will be managed to benefit San Joaquin kit fox and that provides suitable mitigation for the loss of 141.6 acres of farmland that otherwise provides marginal San Joaquin kit fox migration habitat. In addition, there is a 1991 occurrence for San Joaquin kit fox that was recorded approximately 0.50 mile to the east of the Marsh Creek Property (CNDDDB Record No. 573), and there are 9 additional reported occurrences of San Joaquin kit fox within 5 miles of the property. Thus, the Marsh Creek Property has moderate value to the San Joaquin kit fox, as compared to the project site, an agricultural property that has marginal value to the kit fox as migration habitat.</i></p> <p><i>The East Contra County Conservancy in concert with the Service and the Department, in the East Contra Costa county HCP indicate that the Marsh Creek Property is located in an area deemed to have high value for preservation. In the HCP, the property is mapped within an area designated as within the "Medium Level of Acquisition Effort" category in "Suitable Core Habitat" for the San Joaquin kit fox. The mitigation property is also</i></p>	

TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>Mitigation Measures</p> <p>mapped in the HCP as a "Potential Kit Fox Movement Route" indicating that the property has value to the San Joaquin kit fox. The geographic location of the property adjacent to EBRPD Round Valley Regional Park further makes it a valuable mitigation property with significant regional importance as a preservation property.</p> <p>4.3-8(b) The following measures shall be implemented by a qualified biologist:</p> <ul style="list-style-type: none"> • An education program shall be conducted by a qualified biologist prior to the start of construction to explain the endangered species concerns to contractors working at the project site. The program shall include an explanation of the FESA and CESA and any endangered species concerns in the area. • Qualified biologists would conduct preconstruction den surveys no more than 14 days prior to site grading to ensure that potential kit fox dens are not disrupted. If "potential dens" are located, infrared camera stations shall be set up and maintained for 3 consecutive nights at den openings prior to initiation of grading activities to determine the status of the potential dens. If no kit fox is found to be using the den, site grading can proceed unhindered. However, if a kit fox is found using a den site within the project site the Service and 	

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SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>the Department shall be notified and consulted before work activities resume. Alternatively, the project applicant could comply with one of the following:</p> <ol style="list-style-type: none"> 1) Comply with the applicable terms and conditions of the ECCCP HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or 2) Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan. <ul style="list-style-type: none"> • To prevent harm to San Joaquin kit fox, any steep-walled holes and/or trenches excavated on the project site shall be completely covered at the end of each workday, or escape ramps shall be provided to allow any entrapped animals to escape unharmed. All pipe sections stored at the project site overnight that are four inches in diameter or greater shall be 	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
4.3-9 Impacts to Waters of the United States and/or State.	PS	<p>inspected for San Joaquin kit fox before the pipes are moved or buried. If San Joaquin kit fox are identified in the work area at any time, the Service and/or the Department shall be notified and consulted before work activities resume. All trash items shall be removed from the site to reduce the potential for attracting predators of San Joaquin kit fox. Contractors shall be prohibited from bringing firearms and pets to the job site.</p>	LS
		<p>4.3-9 The applicant is proposing to mitigate for project-related impacts to 0.027 acre of waters of U.S. and a total of 0.11 acre of "waters of the State" via the purchase of 0.20-acre seasonal wetland credits from the Cosumnes Mitigation Bank or other Mitigation Bank, or as otherwise required by the USACE and the RWQCB, provided that the mitigation is no less than 1:1 (replacement: impact). The Service Area for the Cosumnes Mitigation Bank covers the project site.</p> <p>Alternatively, the applicant may create, preserve, and manage new seasonal wetlands at the Marsh Creek Property (or comparable offsite location) at a 2:1 mitigation ratio (acres created and preserved: acre impacted). A project-specific Wetland Mitigation and Monitoring Plan prepared by a qualified restoration ecologist that includes the following information shall be provided to the City/USACE/RWQCB prior to conducting any</p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>activity that would result in the placement of any fill material into a water of the U.S. or water of the state; a description of the impacted water; a map depicting the location of the mitigation site(s) and a description of existing site conditions; a detailed description of the mitigation design that includes: the location of the new seasonal wetlands; proposed construction schedule; a planting/vegetation plan; specific monitoring metrics, and objective performance and success criteria, such as delineation of created area as jurisdictional waters using USACE published methods; contingency measures if the created wetlands do not achieve the specified success criteria; and short-term and long-term management and monitoring methods.</i></p> <p><i>If the wetland mitigation site is a separate mitigation property that is not subject to mitigation measure BIO-1, the applicant shall grant a conservation easement to a qualified entity, as defined by Section 81.5.3 of the California Civil Code, preserving the created seasonal wetland(s) in perpetuity, and establish an endowment fund to provide for the long-term management, maintenance, and monitoring of the created seasonal wetland(s).</i></p> <p><i>Proof of compliance with the mitigation measure</i></p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
<p>4.3-10 Impacts to Department of Fish and Wildlife Fish and Game Code Section 1602 jurisdictional area.</p>	<p>PS</p>	<p>shall be submitted to the Community Development Director prior to the issuance of grading permits.</p> <p>4.3-10(a) The applicant shall implement appropriate BMPs to prevent construction related impacts that could introduce de minimus fill or other pollutants into Sand Creek. These measures include the installation of wildlife friendly hay wattles and/or silt fence that shall prevent unintended de minimus fill impact to Sand Creek while the stormwater outfall is constructed. In addition, orange silt fencing shall be installed at the top-of-bank of Sand Creek to prevent unintended human and equipment traffic in areas that are not relevant to the construction of the proposed project. Finally, the dripline of all protected trees within the footprint of the proposed project including trees that could be impacted by the construction of the outfall structure in Sand Creek shall be protected via the installation of orange construction fencing.</p>	<p>LS</p>
		<p>4.3-10(b) The applicant may satisfy this mitigation by providing the City of Antioch with a fully executed copy of a Streambed Alteration Agreement with the Department for the proposed outfall structure that includes these, or other functionally equivalent, BMPs. The implementation of the executed Streambed</p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		Alteration Agreement shall become a condition of project approval.	N/A
4.3-11 Impacts to wildlife corridors.	LS	None required.	LS
4.3-12 Impacts to protected trees under the City of Antioch's Tree Preservation and Regulation Ordinance.	PS	<p>The final site plan shall indicate the location of any protected trees within the development footprint that the City has required to be saved as a condition to project approval. Compliance with the City of Antioch's Tree Preservation and Regulation ordinance shall occur as follows:</p> <ul style="list-style-type: none"> • There shall be no excavation within the drip line of any protected trees to be saved unless specific plans are submitted to the Department of Community Development that indicate how grading within the drip line is to be carried out within critically harming the tree. Additional arborist's studies must be provided to support the grading proposed. • Prior to the granting of a building permit the Applicant shall post a bond for each protected tree at which grading will occur within the drip line. The bonding schedule will be as listed in Section 9-5.1206 of the Municipal Code. The City will conduct ongoing inspections during the course of the grading to assure adherence to approved plans. Should the protected tree(s) die during the course of property development, 	LS

TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>the bond shall be forfeited to the city and used for tree replacement. A percentage of the bond will be retained in either case to assure tree survival for up to five years after the issuance of a certificate of occupancy.</i></p> <ul style="list-style-type: none"> • <i>Unless specific exceptions are granted prior to the initiation of construction, all construction activity and traffic shall be prohibited from the area within the drip line of a protected tree.</i> • <i>Should a protected tree be damaged during site development, the Applicant shall administer all reasonable methods of treatments as approved by the Director of Community Development. The repair of the damage shall be at the expense of the Applicant.</i> • <i>Any time after initial approval of a site plan, an applicant's request to remove a protected tree as shown on the approved site plan will require a hearing. A new public hearing will be held on the issue of tree removal and the applicant will be required to re-notice the surrounding property owners.</i> • <i>All future owners of parcels on which trees were required to be maintained (as a condition of approval) shall be responsible for continued maintenance of such trees. Buyers of property with such trees, as well</i> 	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>as buyers of all new single-family homes, shall be given disclosure notices of this requirement, and all other responsibility of tree management and/or preservation as required by the Tree Preservation and Regulation Ordinance.</i></p> <p><i>4.3-12(b) To compensate for the loss of up to 34 trees, 136 replacement trees equivalent to a 4:1 mitigation ratio (replacement trees: removed trees) shall be planted as alternatively and equally compliant with the City of Antioch's Tree Preservation and Regulation ordinance as follows:</i></p> <ul style="list-style-type: none"> <i>• Four 5-gallon potted trees shall be planted for the loss of each "established" or "mature" tree at the Vineyards at Sand Creek Project site. Four 5-gallon potted trees shall be planted for the loss of the one "landmark" tree since the tree is non-native and in poor condition. A 4:1 mitigation ratio (replacement trees: removed trees) is suitable for the loss of the landmark tree at the Vineyards at Sand Creek Project site because the tree is non-native and is in poor health. This landmark tree will decline regardless of treatment.</i> <i>• All of the mitigation trees shall be native trees indigenous to the region. Trees</i> 	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>Mitigation Measures</i></p> <p>planted as mitigation may be incorporated into the landscape plans.</p> <ul style="list-style-type: none"> All planted trees shall be provided with a temporary irrigation system that would be maintained over a minimum three-year establishment period. The irrigation system shall be placed on electric timers so that trees are automatically watered during the dry months of the establishment period. At the end of a suitable establishment period, the irrigation system may be removed. All of these replacement trees shall be monitored annually for a minimum of three years by a qualified biologist or arborist, and an annual monitoring report shall be submitted to the City of Antioch's Planning Department. Maintenance will include measures to minimize predation of planted trees by rodents including, but not limited to, pocket gophers (<i>Thomomys bottae</i>) and/or California ground squirrels (<i>Spermophilus beechyi</i>). At the end of a three-year monitoring period, at least 75 percent of planted trees should be in good health. If so, yearly monitoring and reporting is complete. If the numbers of planted trees falls below a 75 percent survival rate, additional trees shall be planted to bring the total number of 	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>planted trees up to 100 percent of the original number of trees planted, and irrigation, monitoring and reporting to the City shall continue until the survival rate is achieved.</p>	N/A
4.3-13 Impacts to the Habitat Conservation Plan.	LS	None Required.	N/A
4.3-14 Cumulative loss of biological resources in the City of Antioch and the effects of ongoing urbanization in the region.	PS	4.4-14 Implement Mitigation Measures 4.3-1 through 4.3-12(b).	LS
4.4 Cultural Resources			
4.4-1 Historic cultural resources.	LS	None required.	N/A
4.4-2 Archaeological resources and human remains.	PS	<p>4.4-2(a) In the event of the accidental discovery or recognition of any human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, no further excavation at the site or any nearby area suspected to contain human remains shall occur until the County Coroner has been notified to determine if an investigation into the cause of death is required. If the coroner determines that the remains are Native American,</p>	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>then, within 24 hours, the Coroner must notify the Native American Heritage Commission, which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. If the Native American Heritage Commission is unable to identify a most likely descendant or most likely descendant fails to make a recommendation within 24 hours after notification by the Native American Heritage Commission, or the landowner or his authorized agent rejects the recommendation by the most likely descendant and mediation by the Native American Heritage Commission fails to provide a measure acceptable to the landowner, then the landowner or his authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the Native American Heritage Commission shall be submitted as proof of compliance to the City's Community Development Department.</p>	
		<p>4.4-2(b) If any prehistoric or historic artifacts, or other indications of cultural deposits, such as historic privy pits or trash deposits, are found once ground disturbing activities are underway, all work within the vicinity of the find(s) shall cease and the find(s)</p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
4.4-3 Paleontological resources.	PS	<p>shall be immediately evaluated by a qualified archaeologist. If the find is determined to be a historical or unique archaeological resource, contingency funding and a time allotment to allow for implementation of avoidance measures or appropriate mitigation shall be made available (CEQA Guidelines Section 15064.5). Work may continue on other parts of the project site while historical or unique archaeological resource mitigation takes place (Public Resources Code Sections 21083 and 21087).</p>	LS
	4.4-3	<p>The applicant shall retain the services of a professional paleontologist to educate the construction crew that will be conducting grading and excavation at the project site. The education shall consist of an introduction to the geology of the project site and the kinds of fossils that may be encountered, as well as what to do in case of a discovery. Should any vertebrate fossils (e.g., teeth, bones), an unusually large or dense accumulation of intact invertebrates, or well-preserved plant material (e.g., leaves) be unearthed by the construction crew, then ground-disturbing activity shall be diverted to another part of the project site and the paleontologist shall be called on-site to assess the find and, if significant, recover the find in a timely manner. Finds determined significant by the paleontologist shall then be conserved and deposited with a recognized repository, such as the University of California Museum of Paleontology.</p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
4.4-4 Cumulative loss of cultural resources.	LS	None required.	N/A
4.5 Geology, Soils, and Mineral Resources			
4.5-1 Risks to people and structures associated with seismic activity, including ground shaking and ground failures, such as liquefaction or landslides.	PS	4.5-1 Prior to final project design, the project applicant shall submit to the City of Antioch Engineering Department, for review and approval, a design-level geotechnical engineering report produced by a California Registered Civil Engineer or Geotechnical Engineer. The design-level report shall include measures to address construction requirements to mitigate, at a minimum, slope stability, liquefiable soils, and ground shaking. Measures to address the aforementioned geological concerns shall include, at a minimum, the following: <ul style="list-style-type: none"> • The use of post-tensioned concrete mat foundations for liquefaction-induced settlement; • The over-excavation of a minimum of three feet of soil to remove existing structure foundations 	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
<p>4.5-2 Risks to people and structures associated with expansive soils.</p>	<p>PS</p>	<p>and non-engineered fill in order to place the soil back on-site as engineered fill; and</p> <ul style="list-style-type: none"> • Soil borings and/or cone penetration tests within the development areas and laboratory soil testing to provide data for preparation of specific recommendations regarding grading, foundations, and drainage for the proposed construction. 	<p>LS</p>
	<p>4.5-2</p>	<p>Prior to final project design, the project applicant shall submit to the City of Antioch Engineering Department, for review and approval, a design-level geotechnical engineering report produced by a California Registered Civil Engineer or Geotechnical Engineer. The design-level report shall include measures to address construction requirements to mitigate, at a minimum, expansive/unstable soils. Measures to address the aforementioned geological concerns shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • The use of post-tensioned concrete mat foundations or similarly stiffened foundations systems which are designed to resist the deflections associated with soil expansion. The foundations are anticipated to be 10 to 12 inches thick; • The over-excavation of a minimum of three feet of soil to remove existing structure foundations and non-engineered fill in order to place the 	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
<p>4.5-3 Risks associated with substantial erosion or loss of topsoil.</p>	<p>PS</p>	<p>soil back on-site as engineered fill, and</p> <ul style="list-style-type: none"> • Soil borings and/or cone penetration tests within the development areas and laboratory soil testing to provide data for preparation of specific recommendations regarding grading, foundations, and drainage for the proposed construction. <p>All grading and site development plans should be coordinated with the Engineering Geologist and the Geotechnical Engineer to modify plans for the mitigation of known soil and geologic hazards during the planning process. The final 40-scale grading plans for the project site should be reviewed by the Geotechnical Engineer before submittal to the appropriate regulatory agencies in order to develop a corrective grading plan and provide a detailed review.</p>	<p>LS</p>
<p>4.5-3 Risks associated with substantial erosion or loss of topsoil.</p>	<p>PS</p>	<p>4.5-3 Prior to final project design, the project applicant shall submit, for the review and approval by the City Engineer, an erosion control plan that utilizes standard construction practices to limit the erosion effects during construction of the proposed project. Measures shall include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Hydro-seeding; • Placement of erosion control measures with drainageways and ahead of drop inlets; • The temporary lining (during construction 	<p>LS</p>

TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>activities) of drop inlets with "filter fabric" (a specific type of geotextile fabric);</p> <ul style="list-style-type: none"> • The placement of straw wattles along slope contours; • Directing subcontractors to a single designation "wash-out" location (as opposed to allowing them to wash-out in any location they desire); • The use of siltation fences; and • The use of sediment basins and dust palliatives. 	N/A
4.5-4	NI	Loss of availability of a known mineral resource that would be of value to the region and the residents of the State or of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.	N/A
4.5-5	LS	Cumulative increase in the potential for geological related impacts and hazards.	N/A
4.6 Hazards and Hazardous Materials			
4.6-1	LS	The routine transport, use, or disposal of hazardous materials, and/or emitting or handling hazardous materials, substances, or waste within one-quarter mile of a school.	N/A
4.6-2	PS	An upset or accidental release of hazardous materials into the	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
environment.		<p><i>Mitigation Measures</i></p> <p>representative from PG&E, Calpine, and a representative from the City's Engineering Department shall meet on the project site and prepare site-specific safety guidelines for construction in the field to the satisfaction of the City Engineer. The safety guidelines and field-verified location of the pipelines shall be noted on the improvement plans and be included in all construction contracts involving the project site.</p> <p>4.6-2(b) All abandoned oil pipelines within the areas of the project site planned for development shall be removed. Any associated apparent soil contamination (soil staining, odors, debris fill material, etc.) shall be properly evaluated and mitigated where necessary, in accordance with Mitigation Measure 4.6-2(c).</p> <p>4.6-2(c) If indicators of apparent soil contamination (soil staining, odors, debris fill material, etc.) are encountered at the project site, specifically in the vicinity of abandoned oil/gas wells or during removal of abandoned oil pipelines, the impacted area should be isolated from surrounding, non-impacted areas. The project environmental professional shall obtain samples of the potentially impacted soil for analysis of the contaminants of concern and comparison with applicable regulatory residential screening levels (i.e., Environmental Screening Levels, California</p>	

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>Human Health Screening Levels, Regional Screening Levels, etc.). Where the soil contaminant concentrations exceed the applicable regulatory residential screening levels, the impacted soil shall be excavated and disposed of offsite at a licensed landfill facility to the satisfaction of the Contra Costa Environmental Health Department.</i></p>	
4.6-2(d)		<p><i>Prior to final map approval, the project applicant shall submit to the City of Antioch Engineering Department, for review and approval, plans which show that inhabited structures will not be located directly over the three on-site abandoned oil/gas wells. The plans shall be completed in compliance with the DOGGR Construction Site Review Program, which includes guidelines and recommendations for setbacks and mitigation measures for venting systems.</i></p>	N/A
4.6-3	NI	<p><i>Located on a site included on a list of hazardous materials sites.</i></p>	N/A
4.6-4	NI	<p><i>Interference with an adopted emergency response plan or emergency evacuation plan.</i></p>	N/A
4.6-5	LS	<p><i>Wildland fires.</i></p>	N/A
4.6-6	NI	<p><i>Safety hazards associated with an airport or private airstrip.</i></p>	N/A
4.6-7	LS	<p><i>Cumulative increase in the number of people who could be exposed to potential hazards associated with</i></p>	N/A

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
potentially contaminated soil and groundwater and an increase in the transport, storage, and use of hazardous materials from the development of the proposed project in combination with other reasonable foreseeable projects in the region.			
4.7 Hydrology and Water Quality			
4.7-1 Substantially alter the existing drainage pattern of the site or area, or create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems.	LS	<i>None required.</i>	N/A
4.7-2 Violate any water quality standards or waste discharge requirements, provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality during construction.	LS	<i>None required.</i>	N/A
4.7-3 Violate any water quality standards or waste discharge requirements, provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality during operations.	LS	<i>None required.</i>	N/A
4.7-4 Substantially deplete groundwater supplies or interfere substantially with groundwater recharge.	LS	<i>None required.</i>	N/A

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
4.7-5 Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or flood hazard delineation map, or place within a 100-year floodplain structures which would impede or redirect flood flows.	LS	<i>None required.</i>	N/A
4.7-6 Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.	LS	<i>None required.</i>	N/A
4.7-7 Inundations by seiche, tsunami, or mudflow.	NI	<i>None required.</i>	N/A
4.7-8 Cumulative impacts to hydrology and water quality.	LS	<i>None required.</i>	N/A

TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
4.8 Land Use and Planning / Agricultural Resources			
4.8-1 Physical division of an established community.	LS	None required.	N/A
4.8-2 Compatibility with surrounding uses.	LS	None required.	N/A
4.8-3 Consistency with the Antioch General Plan.	LS	None required.	N/A
4.8-4 Consistency with existing zoning.	LS	None required.	N/A
4.8-5 Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance ("Farmland"), or involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use.	NI	None required.	N/A
4.8-6 Conflict with agricultural zoning or a Williamson Act contract.	NI	None required.	N/A
4.8-7 Conflict with forest land or timberland zoning, or result in the loss of forest land or conversion of forest land to non-forest use.	NI	None required.	N/A

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
4.8-8 Induce substantial population growth.	LS	None required.	N/A
4.8-9 Displace substantial existing housing or substantial numbers of people.	LS	None required.	N/A
4.8-10 Cumulative land use and planning incompatibilities.	LS	None required.	N/A
4.8-11 Impacts related to cumulative loss of agricultural land.	LS	None required.	N/A
4.8-12 Cumulative population and housing impacts.	LS	None required.	N/A
4.9 Noise			
4.9-1 Aircraft noise.	NI	None required.	N/A
4.9-2 Impacts related to a substantial temporary or periodic increase in ambient noise levels in the project vicinity.	PS	<p>4.9-2(a) Noise-generating activities at the construction site or in areas adjacent to the construction site that are associated with the proposed project in any way shall adhere to the requirements of the City of Antioch Zoning Ordinance with respect to hours of operations, subject to review and approval by the City Building Official. Specifically, construction activities shall not occur during the hours specified below:</p> <ul style="list-style-type: none"> • On weekdays prior to 7:00 AM and after 6:00 PM; • On weekdays within 300 feet of occupied dwellings, prior to 8:00 AM and after 5:00 PM; and • On weekends and holidays, prior to 9:00 AM and after 5:00 PM, irrespective of the distance 	LTS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p><i>from the occupied dwellings.</i></p> <p><i>4.9-2(b) Prior to issuance of the grading permit, the project contractor shall ensure that all intake and exhaust ports on power construction equipment shall be shrouded or shielded from sensitive receptors according to industry best practices, subject to review and approval by the City Building Official.</i></p> <p><i>4.9-2(c) Prior to issuance of the grading permit, the project contractor shall designate a disturbance coordinator and conspicuously post the coordinator's number around the project site and in adjacent public spaces, subject to review and approval by the City Building Official. The disturbance coordinator shall receive any and all public complaints about construction noise disturbances and shall be responsible for determining the cause of the complaint and implementing any feasible measures to be taken to alleviate the problem.</i></p> <p><i>4.9-2(d) Prior to the issuance of the grading permit, the applicants shall submit a construction-related noise mitigation plan to the City Building Official for review and approval. The plan shall depict the location of construction equipment and how the noise from this equipment will be mitigated during construction of the project through the use of such methods as:</i></p>	

TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<ul style="list-style-type: none"> The construction contractor shall use temporary noise-attenuation fences, where feasible, to reduce construction noise impacts on adjacent noise sensitive land uses. During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site. The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction. 	N/A
4.9-3 Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.	LS	None required.	N/A
4.9-4 Transportation noise at existing sensitive receptors.	LS	None required.	N/A
4.9-5 Transportation noise at new sensitive receptors.	PS	4.9-5(a) In conjunction with submittal of Improvement Plans, the applicant shall show on the Improvement Plans that sound walls and/or	LS

**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
		<p>landscaped berms shall be constructed along Hillcrest Avenue and Sand Creek Road at proposed residential uses. The specific height and location of the noise barrier shall be confirmed based upon the final approved site and grading plans. See Error! Reference source not found. for the recommended noise barrier placement and required wall height. Wall height shown in the aforementioned figure is relative to building pad elevations. Noise barrier walls shall be constructed of concrete panels, concrete masonry units, earthen berms, or any combination of these materials. Wood is not recommended due to eventual warping and degradation of acoustical performance. The Improvement Plans shall be subject to review and approval by the City Engineer.</p> <p>4.9-5(b) In conjunction with submittal of Building Plans, the applicant shall show on the plans that mechanical ventilation shall be installed in all residential uses to allow residents to keep doors and windows closed, as desired for acoustical isolation. The building plans shall be subject to review and approval by the City Building Official.</p>	N/A
4.9-6 Operational noise from activities on-site post development.	LS		N/A
4.9-7 Cumulative impacts on noise-sensitive receptors.	PS	4.9-7 Implement Mitigation Measures 4.9-5(a) and 4.9-5(b).	LS
4.10 Public Services, Recreation, and Utilities			

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**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
4.10-1 Result in insufficient water supply.	LS	None required.	N/A
4.10-2 Wastewater services.	LS	None required.	N/A
4.10-3 Solid waste services.	LS	None required.	N/A
4.10-4 Adequate fire protection and emergency medical services.	LS	None required.	N/A
4.10-5 Adequate law enforcement protection services.	LS	None required.	N/A
4.10-6 Adequate school capacity.	PS	4.10-6 Prior to building permit issuance for any residential development, the developer shall submit to the Community Development Department written proof from the BUSD and the LUHSD that appropriate school mitigation fees have been paid.	LS
4.10-7 Adequate parks and recreation facilities.	PS	4.10-7 Per the Antioch Municipal Code, at the time of the filing of the final subdivision map, the subdivider shall provide a combination of parkland dedication and the payment of in-lieu fees into the City of Antioch's Park Fee Trust Fund to the satisfaction of the City Engineer/Director of Public Works.	LS
4.10-8 Adequate library services.	LS	None required.	N/A
4.10-9 Adequate electricity and natural gas services.	LS	None required.	N/A
4.10-10 Development of the proposed project, in combination with future buildout in the City of Antioch, would increase demand for additional public services and utilities.	LS	None required.	N/A
4.11 Transportation and Circulation			
4.11-1 Traffic related to construction	PS	4.11-1 Prior to issuance of grading and building permits,	LS

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**TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
activities.		<p><i>the developer shall submit a Traffic Control Plan, subject to review and approval by the City Engineer. The requirements within the Traffic Control Plan shall include, but are not necessarily limited to, the following:</i></p> <ul style="list-style-type: none"> • <i>Project staging plan to maximize on-site storage of materials and equipment;</i> • <i>A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones, and other warning devices for drivers; and designation of construction access routes;</i> • <i>Permitted construction hours;</i> • <i>Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations; and</i> • <i>Provisions for street sweeping to remove construction-related debris on public streets.</i> 	N/A
4.11-2 Study roadway intersections and freeway facilities under Existing Plus Project conditions.	LS	None required.	N/A
4.11-3 Study roadway intersections and freeway facilities under Near-Term Plus Project conditions.	LS	None required.	N/A
4.11-4 Alternative transportation facilities.	LS	None required.	N/A
4.11-5 Site access, circulation, and emergency access.	PS	4.11-5 Prior to approval of Improvement Plans, the Improvement Plans shall show that the northbound	LS

TABLE 2-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact	Level of Significance Prior to Mitigation	Mitigation Measures	Level of Significance After Mitigation
<p>4.11-6 Study roadway intersections and freeway facilities under Cumulative Plus Project conditions.</p>	<p>PS</p>	<p>left-turn pocket from Heidorn Ranch Road and the southbound left-turn pocket from Hillcrest Avenue shall be designed to provide approximately 75 to 100 feet of vehicle storage, plus the taper length. The Improvement Plans shall be subject to review and approval by the City Engineer.</p>	<p>LS</p>
		<p>4.11-6 Prior to issuance of a building permit, the project applicant shall pay regional transportation impact fees to the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) that would fund construction of additional improvements at the Sand Creek Road interchange, which includes a slip-ramp for the eastbound Sand Creek to southbound State Route 4 movement, eliminating the conflicting left-turn movement at the intersection. Construction of this improvement would result in acceptable operations (as shown in Error! Reference source not found.).</p>	

EXHIBIT B

MITIGATION MONITORING & REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM
VINEYARDS AT SAND CREEK PROJECT

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.1 Aesthetics					
4.1-4	Creation of new sources of substantial light or glare that would adversely affect day or nighttime views in the area.	4.1-4 <i>Prior to approval of Improvement Plans that include street lights, the City of Antioch's Engineering Division shall review and approve the lighting specifications to ensure that lighting fixtures comply with the Zoning Code's requirements for minimum and maximum ground level illumination. In addition, prior to approval of building permits for new structures that include exterior lighting, the City of Antioch's Planning Division shall review and approve the exterior lighting specifications to ensure exterior lighting is of a low profile and intensity.</i>	City of Antioch Engineering Division City of Antioch Planning Division	Prior to approval of Improvement Plans that include street lights Prior to approval of building permits for new structures that include exterior lighting	
4.2 Air Quality and Greenhouse Gas Emissions					
4.2-1	Generation of short-term construction-related criteria air pollutant emissions.	4.2-1 <i>Prior to issuance of a grading permit, the project applicant shall show on the grading plans via notation that the contractor shall ensure:</i> <ul style="list-style-type: none"> • <i>All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered</i> 	City of Antioch Engineer	Prior to issuance of a grading permit	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>two times per day.</p> <ul style="list-style-type: none"> All haul trucks transporting soil, sand, or other loose material off-site shall be covered. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. All vehicle speeds on unpaved roads shall be limited to 15 mph. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. 			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<ul style="list-style-type: none"> All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. All diesel-powered equipment larger than 200 horsepower (i.e., rubber tired dozers, scrapers, and cranes) and diesel-powered graders shall meet USEPA emissions standards for Tier 2 engines or equivalent. 			
4.3 Biological Resources					
4.3-2	Impacts to the California red-legged	4.3-2(a) Prior to the issuance of a grading permit for project site grading and the	City of Antioch Planning	Prior to the issuance of a	

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**MITIGATION MONITORING AND REPORTING PROGRAM
VINEYARDS AT SAND CREEK PROJECT**

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
	frog.	<p><i>installation of the outfall structure in Sand Creek, an education program shall be conducted by a qualified biologist to explain the endangered species concerns to contractors/operators working at the project site. This education/training program shall include a description of the frog and its habitat, a review of the Endangered Species Act and the federal listing of the frog, the general protection measures to be implemented to protect the frog and minimize take, and a delineation of the limits of the work area.</i></p> <p><i>A qualified 10(a)(1)(A) biologist shall conduct preconstruction surveys of the creek work areas no more than 14 days prior to dewatering and other work activities. If any California red-legged frogs are identified in the work area, the Service and the Department shall be notified and, if permitted, relocated outside of the work area. Alternatively, the project applicant could comply with one of the following:</i></p> <p>1) <i>Comply with the applicable terms and conditions of the ECCCP HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat</i></p>	<p>Division</p> <p>City of Antioch Planning Division USFWS CDFW</p>	<p>grading permit for project site grading and the installation of the outfall structure in Sand Creek</p> <p>No more than 14 days prior to dewatering and other work activities within Sand Creek</p>	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or</p> <p>2) Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.</p>	City of Antioch Planning Division	Prior to the time any site grading or other construction-related activities are implemented adjacent to Sand Creek	
4.3-2(c)		<p>The work areas adjacent to Sand Creek shall be isolated with suitable amphibian exclusion fencing (see below) that would block the movement of California red-legged frogs from entering the work areas. This fence shall be installed prior to the time any site grading or other construction-related activities are implemented. The fence shall remain in place during site grading or other construction-related activities and shall prevent frogs from entering the project site work areas.</p> <p>While normally California red-legged frog exclusion fencing consists of silt fencing.</p>	City of Antioch Planning Division	Prior to the time any site grading or other construction-related activities are implemented adjacent to Sand Creek	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>owing to the duration of the development project, a more weather resilient fence is recommended. The exclusion fence shall consist of a 4-foot wall of 1/4-inch mesh, galvanized wire (i.e., welded wire hardware cloth- no woven wire would be allowed) or other commercially available exclusion fencing (e.g. ERTEC Fence). Initially, staking would be installed along the route of the exclusion fencing in a 4 inch deep trench. Then, the bottom of the fence would be firmly seated in the trench. The fencing above the ground would be anchored to metal staking with wire. Finally, the top 10-inches or less would be bent over in a semi-circle towards the outside of the fence to ensure that the fence cannot be climbed. This fence would be expected to last the duration of the construction period for the development project.</p>	City of Planning Division	During grading activities within 300 feet of Sand Creek	
4.3-2(d)		<p>A qualified biologist shall be onsite when grading activities occur within 300 feet of Sand Creek to conduct daily inspections of the fencing and to otherwise ensure that stranded animals are salvaged and relocated back to the stream channel. The biological monitor shall be responsible for ensuring that the wildlife exclusion fencing is not compromised, and shall notify the onsite contractor representative</p>			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>when fencing needs to be repaired.</i></p> <p>4.3-2(e) <i>All construction work in Sand Creek associated with the outfall structure shall be scheduled for the dry season (May 15 through October 15) and when there is reduced flow in Sand Creek. No work shall occur when water is flowing within the work area. Any necessary in-drainage work when there are flows shall be isolated from flows via the installation of temporary coffer dams that have flow-through bypass pipes. Flows shall be diverted around isolated work areas either by gravity flow or if necessary by pumping water around the work area. No silty water shall be allowed to reenter the tributary below any in-drainage work area. Methods and materials shall be adapted in the field to match the size, shape, and anticipated flow volume of the drainage, and pre-approved by the biological monitor. All diversions shall conform to the following provisions:</i></p> <ul style="list-style-type: none"> <i>• Drainage diversion shall be practiced only where deemed unavoidable by the proposed project engineer and biological monitor.</i> <i>• Diversion shall be limited to the minimum time period necessary</i> 	<p>City of Antioch Planning Division</p> <p>CDFW, USFWS, USACE, and/or RWQCB (if one or more of these agencies authorizes construction equipment below the top-of-bank)</p>	<p>During construction work in Sand Creek associated with the outfall structure (May 15 through October 15)</p>	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>to complete the work and restore the channel.</p> <ul style="list-style-type: none"> • Construction equipment would work from above the top-of-bank unless equipment is authorized to operate below the top-of-bank by the Department, Service, USACE, and/or RWQCB pertaining to their respective jurisdictions. Unless permitted by these agencies within their respective jurisdictions, there shall be no vehicle passage, vehicle parking, or materials storage below the top of bank. • All in-drainage and diversion work plans shall reflect and incorporate standard erosion control measures and BMP's as prescribed in the Project's SWPPP. • In certain cases where water seeps into the dewatered area, sump pits may be excavated in the work area and seepage water would then be pumped back upstream behind the coffer dam. All discharged water shall be silt free. If silt is a problem, water shall be pumped through a silt sock into baker tank(s) prior to 			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>discharge back into the channel.</p> <ul style="list-style-type: none"> All downstream flows shall be maintained throughout the period that coffer dams are installed. The entire work area below the top of bank, including the coffer dam location, shall be restored to the approximate pre-construction contours and would be stabilized as necessary to withstand the expected high water flows. All dam materials shall be completely removed from the channel when work is complete, and not be disposed of in or near the channel. A qualified 10(a)(1)(A) biologist shall conduct preconstruction surveys for California red-legged frog prior to isolating any work area within Sand Creek. If any frogs are found in the work area, the Service and the Department shall be notified, and the frogs shall be moved from the work area to up or downstream areas of Sand Creek, whichever is closest to the capture site. Upon completion of the survey, coffer dams may be installed. Any isolated water shall be seined by 			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>the proposed project biologist to search for frogs prior to pumping water out of the isolated work areas.</i></p> <ul style="list-style-type: none"> • <i>The project biological monitor shall be present during all in-drainage work. Dewatered work areas shall not result in stranded aquatic wildlife.</i> • <i>All trash that might attract predators to the project site shall be properly contained and removed from the site and disposed of regularly. All construction debris and trash shall be removed from the site when construction activities are complete.</i> • <i>All fueling and maintenance of equipment and vehicles, and staging areas shall be at least 20 meters from Sand Creek. The construction personnel shall ensure that contamination of California red-legged frog habitat does not occur and shall have a plan to promptly address any accidental spills.</i> 	<p>City of Antioch Planning Division USFWS</p>	<p>Prior to issuance of a grading permit</p>	
4.3-2(f)		<p><i>To mitigate for impacts to federally listed species, including impacts to the</i></p>			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>California red-legged frog, the applicant shall preserve 272 acres as offsite mitigation (hereinafter called the Marsh Creek Property) located off Marsh Creek Road in eastern Contra Costa County. An alternative mitigation property approved by the Service that possesses comparable biological resources for the affected federally listed species may also be used for mitigation in lieu of the Marsh Creek Property. The Marsh Creek Property is located immediately north of and adjacent to East Bay Regional Park District's (EBRPD) Round Valley Regional Preserve. The geographic location of the Marsh Creek Property adjacent to EBRPD Round Valley Regional Park makes it a valuable preservation property that would add permanently preserved acreage to existing regionally significant preserved lands (Round Valley Regional Preserve).</i></p>			
		<p><i>There is a 1982 record for California red-legged frogs along Marsh Creek on the Marsh Creek Property (CNDDDB Occurrence No. 546), and a total of 79 reported occurrences of California red-legged frogs within 5 miles of the property. Hence, the habitat to be preserved at this mitigation property supports grassland habitat that provides upland dispersal habitat and aquatic</i></p>			

**MITIGATION MONITORING AND REPORTING PROGRAM
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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>habitat for California red-legged frogs, and Marsh Creek provides potential breeding habitat for California red-legged frog. The combination of breeding habitat in proximity to suitable upland habitat is most important for the ongoing viability of the California red-legged frog populations.</p> <p>While the proposed project would not likely impact the California tiger salamander, preservation of the Marsh Creek Property shall nonetheless provide benefits to this salamander. There is a 1982 record for California tiger salamander in a pond in annual grassland adjacent to Marsh Creek, located 0.24 mile upstream from the Marsh Creek Property (CNDDDB Occurrence No. 170), and a total of 69 reported occurrences of California tiger salamanders within 5 miles of the Marsh Creek Property. Owing to the abundance of known California tiger salamander records in the vicinity of the Marsh Creek Property and the presence of a robust California ground squirrel colony within the grasslands on the property, which provide necessary refugia habitats for California tiger salamanders, the Marsh Creek Property would most likely be regarded by the U.S. Fish and Wildlife Service and the</p>			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>Department of Fish and Wildlife as supporting suitable upland over-summering habitat for this salamander. Therefore, the proposed mitigation site would provide appropriate mitigation for impacts to 141.6 acres of long-term disked agricultural land (has been farmed annually since at least 1945 based upon aerial photograph research completed by M&A).</i></p> <p><i>4.3-2(g) The project proponent shall record a conservation easement over the Marsh Creek Property preserving it in perpetuity as wildlife habitat. The easement shall be granted to a qualified conservation organization such as the EBRPD. The project proponent shall also establish an endowment fund to provide for the long-term management, maintenance, and monitoring of the mitigation site. A Resource Management Plan (RMP) shall be developed for the management of natural resources to be preserved on the Marsh Creek Property.</i></p> <p><i>4.3-2(h) Prior to approval of Improvement Plans, the City of Antioch's Engineering Division shall review and approve the Improvement Plans to ensure that the Plans show and note that a wood wire view fence shall be constructed along the southern project site</i></p>	<p>City of Antioch Planning Division</p> <p>City of Antioch Engineering Division</p>	<p>Prior to issuance of a grading permit</p> <p>Prior to approval of Improvement Plans</p>	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.3-3	Impacts to western pond turtle.	<p><i>The fence shall be placed on the Sand Creek side of any trail constructed as part of the project, and shall be located at least 100 feet away from the centerline of Sand Creek.</i></p> <p><i>A qualified biologist shall conduct a preconstruction survey of the work area in Sand Creek, and if a western pond turtle is identified in the work area, the turtle will be relocated to suitable habitat downstream. The work areas adjacent to Sand Creek shall be isolated with exclusion fencing that will prevent western pond turtle from entering the work site and accidentally being harmed by construction activities.</i></p> <p><i>The deeply incised channel with steep slopes makes it very unlikely that a western pond turtle would climb up onto the project site to nest. As such, no potential nesting sites are likely to be affected by the proposed project. Regardless, preconstruction surveys for turtle nest sites in uplands adjacent to suitable aquatic habitat during spring and summer months shall be conducted within 30 days prior to beginning any activities. If no nests are found, no further consideration for western pond turtle nests is warranted. If nest sites are located during preconstruction surveys adjacent to</i></p>	City of Antioch Planning Division CDFW (if construction will occur near an active nest)	Prior to grading or construction activities within or adjacent to Sand Creek	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>a proposed work area, the nest site plus a 50-foot buffer around the nest site shall be fenced where it intersects a project work area to avoid impacts to the eggs or hatchlings which over-winter at the nest site. In addition, if nest(s) are located during surveys, moth balls (naphthalene) should be sprinkled around the vicinity of the nest (no closer than 10 feet) to mask human scent and discourage predators.</p> <p>Construction at the nest site and within the 50-foot buffer area shall be delayed until the young leave the nest (this could be a period of many months) or as otherwise advised and directed by the Department, the agency responsible for overseeing the protection of the pond turtle. If the Department allows translocation of any nesting pond turtles this shall be completed by a qualified biologist under the direction of the Department.</p> <p>A 272 acre Mitigation Property shall be preserved along Marsh Creek Road in eastern Contra Costa County (or an alternative mitigation property with comparable biological resource values may also be used for mitigation in lieu of the Marsh Creek Property) to compensate for project related impacts to the California red-legged frog and the San</p>			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>Joaquin kit fox (see mitigation measures for these two species). Marsh Creek runs west to east through the Marsh Creek Property. This creek supports optimal western pond turtle basking pools and supports suitable nesting habitat that can be used by the western pond turtle. Thus, the permanent preservation of the Marsh Creek Property required to compensate for project impacts to the California red-legged frog and the San Joaquin kit fox will also benefit the western pond turtle. Alternatively, the project applicant could comply with one of the following:</i></p> <ol style="list-style-type: none"> 1) <i>Comply with the applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCC HCP/NCCP Covered Species; or</i> 2) <i>Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the</i> 			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.3-4	Impacts to western burrowing owl.	<p>City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.</p> <p>4.3-4(a) Within 14 days of commencement of ground disturbance, burrowing owl surveys shall be conducted by walking the entire project site and (where possible) in areas within 150 meters (approx. 500 feet) of the proposed project impact zone. The 150-meter buffer zone is surveyed to identify burrows and owls outside of the proposed project area which may be impacted by factors such as noise and vibration (heavy equipment) during project construction.</p> <p>Pedestrian survey transects shall be spaced to allow 100 percent visual coverage of the ground surface. The distance between transect center lines shall be 7 meters to 20 meters and shall be reduced to account for differences in terrain, vegetation density, and ground surface visibility. Poor weather may affect the surveyor's ability to detect burrowing owls thus, avoid conducting surveys when wind speed is greater than 20 kilometers per hour and there is precipitation or dense fog. To avoid impacts to owls from surveyors, owls and/or occupied burrows shall be avoided by a minimum of 50</p>	City of Antioch Planning Division	Within 14 days prior to commencement of ground disturbance	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>meters (approx. 160 ft.) wherever practical to avoid flushing occupied burrows. Disturbance to occupied burrows shall be avoided during all seasons. Alternatively, the project applicant could comply with one of the following:</p> <ol style="list-style-type: none"> 1) Comply with the applicable terms and conditions of the ECCCP/HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCP/NCCP Covered Species; or 2) Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan. 	City of Antioch Planning		If burrowing owls are detected
4.3-4(b)		If burrowing owls are detected on the site, the following restricted activity dates and			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>setback distances are recommended per the Department's Staff Report (2012):</p> <ul style="list-style-type: none"> From April 1 through October 15, low disturbance and medium disturbance activities shall have a 200 meter buffer while high disturbance activities shall have a 500 meter buffer from occupied nests. From October 16 through March 31, low disturbance activities shall have a 50 meter buffer, medium disturbance activities shall have a 100 meter buffer, and high disturbance activities shall have a 500 meter buffer from occupied nests. No earth-moving activities or other disturbance shall occur within the aforementioned buffer zones of occupied burrows. These buffer zones shall be fenced as well. If burrowing owls were found in the proposed project area, a qualified biologist would also need to delineate the extent of burrowing owl habitat on the site. 	Division	on the site	
4.3-4(c)	The proposed preservation of the Marsh Creek Mitigation Property shall preserve		City of Antioch Planning Division	Prior to issuance of a grading permit	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.3-5	Impacts to Swainson's hawk.	<p>272 acres that will benefit western burrowing owls. The permanent preservation of this mitigation land provides suitable mitigation for impacts that would occur to 141.6 acres of marginal western burrowing owl habitat. The Marsh Creek Property supports grassland habitat and a robust California ground squirrel population that provides suitable habitat for western burrowing owls.</p>	City of Antioch Planning Division	Prior to start of construction	
4.3-5	Impacts to Swainson's hawk.	<p>To avoid impacts to nesting Swainson's hawks, the Department has prepared guidelines for conducting surveys for Swainson's hawk entitled: Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (CDFG 2000). These survey recommendations were developed by the Swainson's Hawk Technical Advisory Committee (TAC) to maximize the potential for locating nesting Swainson's hawks, and thus, reduce the potential for nest failures as a result of project activities and/or disturbances. To meet the Department's recommendations for mitigation and protection of Swainson's hawks in this guideline, surveys shall be conducted by a qualified raptor biologist for a 0.25-mile radius around all project activities and shall be completed for at least two survey periods</p>	City of Antioch Planning Division	Prior to start of construction	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>as is found in the Department's 2000 survey guidelines (CDFG 2000). The guidelines provide specific recommendations regarding the number of surveys based on when the proposed project is scheduled to begin and the time of year the surveys are conducted. A copy of this survey report shall be provided to the City of Antioch prior to starting construction.</p> <p>The applicant shall prepare a Swainson's Hawk Monitoring and Habitat Management Plan if a qualified raptor biologist determines that a nest site could be impacted or project activities could otherwise cause "take" of the Swainson's hawk, its eggs, or young. If take could occur as determined by a qualified raptor biologist, protective buffers shall be established on the project site that shall prevent such take from occurring. The protective buffer shall be maintained until such time that the Swainson's hawks have completed their nesting cycle as determined by a qualified raptor biologist. The nest protection buffer shall be coordinated with the Department.</p> <p>In addition, the 272 acre Marsh Creek Mitigation Property (or an alternative mitigation property with comparable</p>			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>biological resources) shall compensate for project related impacts from the loss of the 141.6 acres of project site farmland that constitutes suitable foraging habitat for the Swainson's hawk. Mitigation that compensates for the loss of suitable Swainson's hawk foraging habitat shall include the preservation of the 272 acre Marsh Creek Property, which supports grasslands that provide suitable foraging habitat for Swainson's hawks. Alternatively, the project applicant could comply with one of the following:</i></p> <ol style="list-style-type: none"> 1) <i>Comply with the applicable terms and conditions of the ECCCP/NCCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCCP Covered Species; or</i> 2) <i>Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of</i> 			

**MITIGATION MONITORING AND REPORTING PROGRAM
VINEYARDS AT SAND CREEK PROJECT**

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.3-6	Impacts to nesting raptors.	<p><i>applicable fees, provided that CDFW and FWS have approved the conservation plan.</i></p> <p><i>In order to avoid impacts to nesting raptors, a nesting survey shall be conducted within 14 days prior to commencing with construction if this work would commence between February 1st and August 31st. The raptor nesting surveys shall include examination of all trees within 300 feet of the entire project site, not just trees slated for removal.</i></p> <p><i>If nesting raptors are identified during the surveys, the dripline of the nest tree must be fenced with orange construction fencing (provided the tree is on the project site), and a 300-foot radius around the nest tree must be staked with bright orange lath or other suitable staking. If the tree is located off the project site, then the buffer shall be demarcated per above where the buffer intersects the project site. The size of the buffer may be altered if a qualified raptor biologist conducts behavioral observations and determines the nesting raptors are well acclimated to disturbance. If this occurs, the raptor biologist shall prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting raptors. No construction or earth-</i></p>	City of Antioch Planning Division	Within 14 days prior to commencement of construction between February 1 st and August 31 st	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.3-7	Impacts to nesting special-status bird species and nesting common bird species.	<p><i>moving activity shall occur within the established buffer until it is determined by a qualified raptor biologist that the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid project construction zones. This typically occurs by August 1st. This date may be earlier or later, and would have to be determined by a qualified raptor biologist. If a qualified biologist is not hired to watch the nesting raptors then the buffers shall be maintained in place through the month of August and work within the buffer can commence September 1st.</i></p> <p><i>If project site disturbance associated with the proposed project would commence between March 1st and September 1st, a preconstruction nesting survey shall be completed in the 14 day period prior to commencing with any proposed project related disturbance on the project site. The nesting survey shall be conducted on the project site and within a zone of influence around the project site. The zone of influence includes those areas off the project site where birds could be disturbed by earth-moving vibrations or noise. Accordingly, the nesting survey(s) must cover the project site and an area around the project site boundary. If special-status birds are identified</i></p>	City of Antioch Planning Division	Within 14 days prior to commencement of construction between March 1 st and September 1 st	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>nesting on or adjacent to the project site, a non-disturbance buffer of 100 feet shall be established or as otherwise prescribed by a qualified ornithologist. If common (that is, not special-status) birds for example, California towhee, western scrub jay, or acorn woodpeckers are identified nesting on or adjacent to the project site, a non-disturbance buffer of 75 feet shall be established or as otherwise prescribed by a qualified ornithologist. The buffer shall be demarcated with painted orange lath or via the installation of orange construction fencing. Disturbance within the buffer shall be postponed until it is determined by a qualified ornithologist that the young have fledged and have attained sufficient flight skills to leave the area or that the nesting cycle has otherwise completed.</p> <p>Typically, most passerine birds in the region of the project site are expected to complete nesting by August 1st. However, many species can complete nesting by the end of June or early to mid-July. Regardless, nesting buffers shall be maintained until September 1st unless a qualified ornithologist determines that young have fledged and are independent of their nests at an earlier date. If buffers are removed prior to September 1st, the qualified biologist conducting the nesting</p>			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.3-8	Impacts to the San Joaquin kit fox.	<p><i>surveys shall prepare and submit a report to the City of Antioch that provides details about the nesting outcome and the removal of buffers. This report shall be submitted prior to the time that nest protection buffers are removed if the date is before September 1st.</i></p> <p><i>To compensate for the permanent loss of 141.6 acres of potential San Joaquin kit fox migration habitat, albeit farmed land, the proposed project includes the permanent preservation and protection of the Marsh Creek Property. An alternative mitigation property approved by the United States Fish and Wildlife Service that possesses comparable biological resources may also be used for mitigation in lieu of the Marsh Creek Property. The Marsh Creek Property is 272 acres that will be managed to benefit San Joaquin kit fox and that provides suitable mitigation for the loss of 141.6 acres of farmland that otherwise provides marginal San Joaquin kit fox migration habitat. In addition, there is a 1991 occurrence for San Joaquin kit fox that was recorded approximately 0.50 mile to the east of the Marsh Creek Property (CNDDDB Record No. 573), and there are 9 additional reported occurrences of San Joaquin kit fox within 5 miles of the property. Thus, the Marsh Creek Property has moderate value to the</i></p>	City of Antioch Planning Division USFWS	Prior to issuance of a grading permit	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>San Joaquin kit fox, as compared to the project site, an agricultural property that has marginal value to the kit fox as migration habitat.</p> <p>The East Contra County Conservancy in concert with the Service and the Department, in the East Contra Costa county HCP indicate that the Marsh Creek Property is located in an area deemed to have high value for preservation. In the HCP, the property is mapped within an area designated as within the "Medium Level of Acquisition Effort" category in "Suitable Core Habitat" for the San Joaquin kit fox. The mitigation property is also mapped in the HCP as a "Potential Kit Fox Movement Route" indicating that the property has value to the San Joaquin kit fox. The geographic location of the property adjacent to EBRPD Round Valley Regional Park further makes it a valuable mitigation property with significant regional importance as a preservation property.</p> <p>4.3-8(b) The following measures shall be implemented by a qualified biologist:</p> <ul style="list-style-type: none"> An education program shall be conducted by a qualified biologist prior to the start of 	USFWS and/or CDFW (if kit fox are identified in	Prior to start of construction	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>construction to explain the endangered species concerns to contractors working at the project site. The program shall include an explanation of the FESA and CESA and any endangered species concerns in the area.</p> <ul style="list-style-type: none"> • Qualified biologists would conduct preconstruction den surveys no more than 14 days prior to site grading to ensure that potential kit fox dens are not disrupted. If "potential dens" are located, infrared camera stations shall be set up and maintained for 3 consecutive nights at den openings prior to initiation of grading activities to determine the status of the potential dens. If no kit fox is found to be using the den, site grading can proceed unhindered. However, if a kit fox is found using a den site within the project site the Service and the Department shall be notified and consulted before work activities resume. Alternatively, the project applicant could comply with one of the following: <p>1) Comply with the applicable</p>	<p>the work area)</p> <p>City of Antioch Planning Division</p> <p>City of Antioch Planning Division</p>	<p>Within 14 days prior to site grading</p>	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or</p> <p>2) Comply with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.</p> <ul style="list-style-type: none"> To prevent harm to San Joaquin kit fox, any steep-walled holes and/or trenches excavated on the project site shall be completely covered at the end of each workday, or escape ramps shall be provided to allow any entrapped animals to escape unharmed. All pipe sections 	USFWS and/or CDFW (if kit fox are identified in the work area)	During construction	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.3-9	Impacts to Waters of the United States and/or State.	<p>stored at the project site overnight that are four inches in diameter or greater shall be inspected for San Joaquin kit fox before the pipes are moved or buried. If San Joaquin kit fox are identified in the work area at any time, the Service and/or the Department shall be notified and consulted before work activities resume. All trash items shall be removed from the site to reduce the potential for attracting predators of San Joaquin kit fox. Contractors shall be prohibited from bringing firearms and pets to the job site.</p> <p>The applicant is proposing to mitigate for project-related impacts to 0.027 acre of waters of U.S. and a total of 0.11 acre of "waters of the State" via the purchase of 0.20-acre seasonal wetland credits from the Cosumnes Mitigation Bank or other Mitigation Bank, or as otherwise required by the USACE and the RWQCB, provided that the mitigation is no less than 1:1 (replacement : impact). The Service Area for the Cosumnes Mitigation Bank covers the project site.</p> <p>Alternatively, the applicant may create, preserve, and manage new seasonal</p>	City of Antioch Community Development Director	Prior to issuance of a grading permit	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>wetlands at the Marsh Creek Property (or comparable offsite location) at a 2:1 mitigation ratio (acres created and preserved: acre impacted). A project-specific Wetland Mitigation and Monitoring Plan prepared by a qualified restoration ecologist that includes the following information shall be provided to the City/USACE/RWQCB prior to conducting any activity that would result in the placement of any fill material into a water of the U.S. or water of the state: a description of the impacted water; a map depicting the location of the mitigation site(s) and a description of existing site conditions; a detailed description of the mitigation design that includes: the location of the new seasonal wetlands; proposed construction schedule; a planting/vegetation plan; specific monitoring metrics, and objective performance and success criteria, such as delineation of created area as jurisdictional waters using USACE published methods; contingency measures if the created wetlands do not achieve the specified success criteria; and short-term and long-term management and monitoring methods.</p>			
		<p>If the wetland mitigation site is a separate mitigation property that is not subject to</p>			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.3-10	Impacts to Department of Fish and Wildlife Fish and Game Code Section 1602 jurisdictional areas	<p><i>mitigation measure BIO-1, the applicant shall grant a conservation easement to a qualified entity, as defined by Section 81.5.3 of the California Civil Code, preserving the created seasonal wetland(s) in perpetuity, and establish an endowment fund to provide for the long-term management, maintenance, and monitoring of the created seasonal wetland(s).</i></p> <p><i>Proof of compliance with the mitigation measure shall be submitted to the Community Development Director prior to the issuance of grading permits.</i></p> <p><i>The applicant shall implement appropriate BMPs to prevent construction related impacts that could introduce de minimus fill or other pollutants into Sand Creek. These measures include the installation of wildlife friendly hay wattles and/or silt fence that shall prevent unintended de minimus fill impact to Sand Creek while the stormwater outfall is constructed. In addition, orange silt fencing shall be installed at the top-of-bank of Sand Creek to prevent unintended human and equipment traffic in areas that are not relevant to the construction of the proposed project. Finally, the dripline of all protected trees within the footprint of the proposed project including trees that</i></p>	City of Antioch Engineering Division	During construction	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>could be impacted by the construction of the outfall structure in Sand Creek shall be protected via the installation of orange construction fencing.</p> <p>4.3-10(b) The applicant may satisfy this mitigation by providing the City of Antioch with a fully executed copy of a Streambed Alteration Agreement with the Department for the proposed outfall structure that includes these, or other functionally equivalent, BMPs. The implementation of the executed Streambed Alteration Agreement shall become a condition of project approval.</p>	<p>City of Antioch Engineering Division CDFW</p>	<p>Prior to issuance of a grading permit</p>	
4.3-12	<p>Impacts to protected trees under the City of Antioch's Tree Preservation and Regulation Ordinance.</p>	<p>4.3-12(a) The final site plan shall indicate the location of any protected trees within the development footprint that the City has required to be saved as a condition to project approval. Compliance with the City of Antioch's Tree Preservation and Regulation ordinance shall occur as follows:</p> <ul style="list-style-type: none"> • There shall be no excavation within the drip line of any protected trees to be saved unless specific plans are submitted to the Department of Community Development that indicate how grading within the drip line is to be carried out within critically 	<p>City of Antioch Planning Division</p>	<p>Prior to Final Map approval During construction</p>	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>harming the tree. Additional arborist's studies must be provided to support the grading proposed.</p> <ul style="list-style-type: none"> • Prior to the granting of a building permit the Applicant shall post a bond for each protected tree at which grading will occur within the drip line. The bonding schedule will be as listed in Section 9-5.1206 of the Municipal Code. The City will conduct ongoing inspections during the course of the grading to assure adherence to approved plans. Should the protected tree(s) die during the course of property development, the bond shall be forfeited to the city and used for tree replacement. A percentage of the bond will be retained in either case to assure tree survival for up to five years after the issuance of a certificate of occupancy. • Unless specific exceptions are granted prior to the initiation of construction, all construction activity and traffic shall be prohibited from the area within the drip line of a protected tree. 			

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		<ul style="list-style-type: none"> Should a protected tree be damaged during site development, the Applicant shall administer all reasonable methods of treatments as approved by the Director of Community Development. The repair of the damage shall be at the expense of the Applicant. Any time after initial approval of a site plan, an applicant's request to remove a protected tree as shown on the approved site plan will require a hearing. A new public hearing will be held on the issue of tree removal and the applicant will be required to re-notice the surrounding property owners. All future owners of parcels on which trees were required to be maintained (as a condition of approval) shall be responsible for continued maintenance of such trees. Buyers of property with such trees, as well as buyers of all new single-family homes, shall be given disclosure notices of this requirement, and all other responsibility of tree management and/or preservation 			

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		<p><i>as required by the Tree Preservation and Regulation Ordinance.</i></p> <p>4.3-12(b) <i>To compensate for the loss of up to 34 trees, 136 replacement trees equivalent to a 4:1 mitigation ratio (replacement trees: removed trees) shall be planted as alternatively and equally compliant with the City of Antioch's Tree Preservation and Regulation ordinance as follows:</i></p> <ul style="list-style-type: none"> <i>Four 5-gallon potted trees shall be planted for the loss of each "established" or "mature" tree at the Vineyards at Sand Creek Project site. Four 5-gallon potted trees shall be planted for the loss of the one "landmark" tree since the tree is non-native and in poor condition. A 4:1 mitigation ratio (replacement trees: removed trees) is suitable for the loss of the landmark tree at the Vineyards at Sand Creek Project site because the tree is non-native and is in poor health. This landmark tree will decline regardless of treatment.</i> <i>All of the mitigation trees shall be native trees indigenous to the</i> 	<p>City of Antioch Planning Division</p>	<p>Prior to Improvement Plan approval</p>	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>Trees planted as mitigation may be incorporated into the landscape plans.</i></p> <ul style="list-style-type: none"> <i>All planted trees shall be provided with a temporary irrigation system that would be maintained over a minimum three-year establishment period. The irrigation system shall be placed on electric timers so that trees are automatically watered during the dry months of the establishment period. At the end of a suitable establishment period, the irrigation system may be removed.</i> <i>All of these replacement trees shall be monitored annually for a minimum of three years by a qualified biologist or arborist, and an annual monitoring report shall be submitted to the City of Antioch's Planning Department. Maintenance will include measures to minimize predation of planted trees by rodents including, but not limited to, pocket gophers (<i>Thomomys bottae</i>) and/or California ground squirrels (<i>Spermophilus beechyi</i>).</i> <i>At the end of a three-year</i> 			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.2-14		<p><i>monitoring period, at least 75 percent of planted trees should be in good health. If so, yearly monitoring and reporting is complete. If the numbers of planted trees falls below a 75 percent survival rate, additional trees shall be planted to bring the total number of planted trees up to 100 percent of the original number of trees planted, and irrigation, monitoring and reporting to the City shall continue until the survival rate is achieved.</i></p>			
4.4-14	Cumulative loss of biological resources in the City of Antioch and the effects of ongoing urbanization in the region.	<p>4.4-14 Implement Mitigation Measures 4.3-1 through 4.3-12(b).</p>	See Mitigation Measure 4.3-1 through 4.3-12(b)	See Mitigation Measure 4.3-1 through 4.3-12(b)	
4.4 Cultural Resources					
4.4-2	Archaeological resources and human remains.	<p>4.4-2(a) <i>In the event of the accidental discovery or recognition of any human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of</i></p>	City of Antioch Community Development Department NAHC County Coroner	During construction	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>human remains other than in a dedicated cemetery, no further excavation at the site or any nearby area suspected to contain human remains shall occur until the County Coroner has been notified to determine if an investigation into the cause of death is required. If the coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission, which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. If the Native American Heritage Commission is unable to identify a most likely descendant or most likely descendant fails to make a recommendation within 24 hours after notification by the Native American Heritage Commission, or the landowner or his authorized agent rejects the recommendation by the most likely descendant and mediation by the Native American Heritage Commission fails to provide a measure acceptable to the landowner, then the landowner or his authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting</i></p>			

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>County Coroner report noting any written consultation with the Native American Heritage Commission shall be submitted as proof of compliance to the City's Community Development Department.</p> <p>4.4-2(b) If any prehistoric or historic artifacts, or other indications of cultural deposits, such as historic privy pits or trash deposits, are found once ground disturbing activities are underway, all work within the vicinity of the find(s) shall cease and the find(s) shall be immediately evaluated by a qualified archaeologist. If the find is determined to be a historical or unique archaeological resource, contingency funding and a time allotment to allow for implementation of avoidance measures or appropriate mitigation shall be made available (CEQA Guidelines Section 15064.5). Work may continue on other parts of the project site while historical or unique archaeological resource mitigation takes place (Public Resources Code Sections 21083 and 21087).</p>	<p>City of Antioch Community Development Department</p>	<p>During construction</p>	
4.4-3	<p>Paleontological resources.</p>	<p>4.4-3 The applicant shall retain the services of a professional paleontologist to educate the construction crew that will be conducting grading and excavation at the project site. The education shall consist of an introduction to the geology of the project site and the kinds of fossils that may be</p>	<p>City of Antioch Community Development Department</p>	<p>Prior to initiation of construction</p>	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>encountered, as well as what to do in case of a discovery. Should any vertebrate fossils (e.g., teeth, bones), an unusually large or dense accumulation of intact invertebrates, or well-preserved plant material (e.g., leaves) be unearthed by the construction crew, then ground-disturbing activity shall be diverted to another part of the project site and the paleontologist shall be called on-site to assess the find and, if significant, recover the find in a timely matter. Finds determined significant by the paleontologist shall then be conserved and deposited with a recognized repository, such as the University of California Museum of Paleontology. The alternative mitigation would be to leave the significant finds in place, determine the extent of significant deposit, and avoid further disturbance of the significant deposit. Proof of the construction crew awareness training shall be submitted to the City's Community Development Department in the form of a copy of training materials and the completed training attendance roster.</i></p>			
4.5 Geology, Soils, and Mineral Resources					
4.5-1	Risks to people and structures associated with seismic activity,	4.5-1 Prior to final project design, the project applicant shall submit to the City of Antioch Engineering Department, for review and	City of Antioch Engineering Division	Prior to final project design	

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
	including ground shaking and ground failure, such as liquefaction or landslides.	<p>approval, a design-level geotechnical engineering report produced by a California Registered Civil Engineer or Geotechnical Engineer. The design-level report shall include measures to address construction requirements to mitigate, at a minimum, slope stability, liquefiable soils, and ground shaking. Measures to address the aforementioned geological concerns shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • The use of post-tensioned concrete mat foundations for liquefaction-induced settlement; • The over-excavation of a minimum of three feet of soil to remove existing structure foundations and non-engineered fill in order to place the soil back on-site as engineered fill; and • Soil borings and/or cone penetration tests within the development areas and laboratory soil testing to provide date for preparation of specific recommendations regarding grading, foundations, and drainage for the proposed construction. 			
4.5-2	Risks to people and structures associated	4.5-2	City of Antioch Engineering	Prior to final project design	

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	with expansive soils.	<p>Engineering Department, for review and approval, a design-level geotechnical engineering report produced by a California Registered Civil Engineer or Geotechnical Engineer. The design-level report shall include measures to address construction requirements to mitigate, at a minimum, expansive/unstable soils. Measures to address the aforementioned geological concerns shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> • The use of post-tensioned concrete mat foundations or similarly stiffened foundations systems which are designed to resist the deflections associated with soil expansion. The foundations are anticipated to be 10 to 12 inches thick; • The over-excavation of a minimum of three feet of soil to remove existing structure foundations and non-engineered fill in order to place the soil back on-site as engineered fill; and • Soil borings and/or cone penetration tests within the development areas and laboratory soil testing to provide date for preparation of specific recommendations regarding 	Division		

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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.5-3	Risks associated with substantial erosion or loss of topsoil.	<p><i>grading, foundations, and drainage for the proposed construction.</i></p> <p><i>All grading and site development plans should be coordinated with the Engineering Geologist and the Geotechnical Engineer to modify plans for the mitigation of known soil and geologic hazards during the planning process. The final 40-scale grading plans for the project site should be reviewed by the Geotechnical Engineer before submittal to the appropriate regulatory agencies in order to develop a corrective grading plan and provide a detailed review.</i></p>	City of Antioch Engineering Division	Prior to final project design	
4.5-3	Risks associated with substantial erosion or loss of topsoil.	<p><i>Prior to final project design, the project applicant shall submit, for the review and approval by the City Engineer, an erosion control plan that utilizes standard construction practices to limit the erosion effects during construction of the proposed project. Measures shall include, but are not limited to, the following:</i></p> <ul style="list-style-type: none"> <i>• Hydro-seeding;</i> <i>• Placement of erosion control measures within drainageways and ahead of drop inlets;</i> <i>• The temporary lining (during construction activities) of drop</i> 	City of Antioch Engineering Division	Prior to final project design	

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		<p><i>inlets with "filter fabric" (a specific type of geotextile fabric);</i></p> <ul style="list-style-type: none"> • <i>The placement of straw wattles along slope contours;</i> • <i>Directing subcontractors to a single designation "wash-out" location (as opposed to allowing them to wash-out in any location they desire);</i> • <i>The use of siltation fences; and</i> • <i>The use of sediment basins and dust palliatives.</i> 			
4.6 Hazards and Hazardous Materials					
4.6-2	An upset or accidental release of hazardous materials into the environment.	<p>4.6-2(a) <i>Prior to commencement of grading and construction, the construction contractor, a representative from PG&E, Calpine, and a representative from the City's Engineering Department shall meet on the project site and prepare site-specific safety guidelines for construction in the field to the satisfaction of the City Engineer. The safety guidelines and field-verified location of the pipelines shall be noted on the improvement plans and be included in all construction contracts involving the project site.</i></p> <p>4.6-2(b) <i>All abandoned oil pipelines within the areas of the project site planned for development shall be removed. Any</i></p>	City of Antioch Engineering Division	Prior to commencement of grading and construction	See Mitigation Measure 4.6-2(c)

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VINEYARDS AT SAND CREEK PROJECT**

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>associated apparent soil contamination (soil staining, odors, debris fill material, etc.) shall be properly evaluated and mitigated where necessary, in accordance with Mitigation Measure 4.6-2(c).</p> <p>4.6-2(c) If indicators of apparent soil contamination (soil staining, odors, debris fill material, etc.) are encountered at the project site, specifically in the vicinity of abandoned oil/gas wells or during removal of abandoned oil pipelines, the impacted area should be isolated from surrounding, non-impacted areas. The project environmental professional shall obtain samples of the potentially impacted soil for analysis of the contaminants of concern and comparison with applicable regulatory residential screening levels (i.e., Environmental Screening Levels, California Human Health Screening Levels, Regional Screening Levels, etc.). Where the soil contaminant concentrations exceed the applicable regulatory residential screening levels, the impacted soil shall be excavated and disposed of offsite at a licensed landfill facility to the satisfaction of the Contra Costa Environmental Health Department.</p>	<p>Contra Costa Environmental Health Department</p>	<p>During removal of abandoned oil pipelines</p>	
4.6-2(d)		<p>Prior to final map approval, the project applicant shall submit to the City of</p>	<p>City of Antioch Engineering</p>	<p>Prior to Final Map approval</p>	

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**MITIGATION MONITORING AND REPORTING PROGRAM
VINEYARDS AT SAND CREEK PROJECT**

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><i>Antioch Engineering Department, for review and approval, plans which show that inhabited structures will not be located directly over the three on-site abandoned oil/gas wells. The plans shall be completed in compliance with the DOGGR Construction Site Review Program, which includes guidelines and recommendations for setbacks and mitigation measures for venting systems.</i></p>	<p>Division</p>		
4.9 Noise					
4.9-2	<p>Impacts related to a substantial temporary or periodic increase in ambient noise levels in the project vicinity.</p>	<p>4.9-2(a) <i>Noise-generating activities at the construction site or in areas adjacent to the construction site that are associated with the proposed project in any way shall adhere to the requirements of the City of Antioch Zoning Ordinance with respect to hours of operations, subject to review and approval by the City Building Official. Specifically, construction activities shall not occur during the hours specified below:</i></p> <ul style="list-style-type: none"> • <i>On weekdays prior to 7:00 AM and after 6:00 PM;</i> • <i>On weekdays within 300 feet of occupied dwellings, prior to 8:00 AM and after 5:00 PM; and</i> • <i>On weekends and holidays, prior to 9:00 AM and after 5:00 PM, irrespective of the distance from</i> 	<p>City of Antioch Building Official</p>	<p>During construction</p>	

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**MITIGATION MONITORING AND REPORTING PROGRAM
VINEYARDS AT SAND CREEK PROJECT**

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>4.9-2(b) <i>Prior to issuance of the grading permit, the project contractor shall ensure that all intake and exhaust ports on power construction equipment shall be shrouded or shielded from sensitive receptors according to industry best practices, subject to review and approval by the City Building Official.</i></p>	<p>City of Antioch Building Official</p>	<p>Prior to issuance of the grading permit</p>	
		<p>4.9-2(c) <i>Prior to issuance of the grading permit, the project contractor shall designate a disturbance coordinator and conspicuously post the coordinator's number around the project site and in adjacent public spaces, subject to review and approval by the City Building Official. The disturbance coordinator shall receive any and all public complaints about construction noise disturbances and shall be responsible for determining the cause of the complaint and implementing any feasible measures to be taken to alleviate the problem.</i></p>	<p>City of Antioch Building Official</p>	<p>Prior to issuance of the grading permit</p>	
		<p>4.9-2(d) <i>Prior to the issuance of the grading permit, the applicants shall submit a construction-related noise mitigation plan to the City Building Official for review and approval. The plan shall depict the location of construction equipment and</i></p>	<p>City of Antioch Building Official</p>	<p>Prior to issuance of the grading permit</p>	

**MITIGATION MONITORING AND REPORTING PROGRAM
VINEYARDS AT SAND CREEK PROJECT**

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>how the noise from this equipment will be mitigated during construction of the project through the use of such methods as:</p> <ul style="list-style-type: none"> • The construction contractor shall use temporary noise-attenuation fences, where feasible, to reduce construction noise impacts on adjacent noise sensitive land uses. • During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site. • The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project 			

**MITIGATION MONITORING AND REPORTING PROGRAM
VINEYARDS AT SAND CREEK PROJECT**

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.9-5	Transportation noise at new sensitive receptors.	<p>4.9-5(a) <i>In conjunction with submittal of Improvement Plans, the applicant shall show on the Improvement Plans that sound walls and/or landscaped berms shall be constructed along Hillcrest Avenue and Sand Creek Road at proposed residential uses. The specific height and location of the noise barrier shall be confirmed based upon the final approved site and grading plans. See Figure 3.9-2 for the recommended noise barrier placement and required wall height. Wall height shown in the aforementioned figure is relative to building pad elevations. Noise barrier walls shall be constructed of concrete panels, concrete masonry units, earthen berms, or any combination of these materials. Wood is not recommended due to eventual warping and degradation of acoustical performance. The Improvement Plans shall be subject to review and approval by the City Engineer.</i></p> <p>4.9-5(b) <i>In conjunction with submittal of Building Plans, the applicant shall show on the plans that mechanical ventilation shall be installed in all residential uses to allow residents to keep doors and windows closed, as desired for acoustical isolation. The building plans shall be subject to review and approval by the City Building</i></p>	City of Antioch Engineering Division	In conjunction with submittal of Improvement Plans	In conjunction with submittal of Building Plans

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**MITIGATION MONITORING AND REPORTING PROGRAM
VINEYARDS AT SAND CREEK PROJECT**

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.9-7	Cumulative impacts on noise-sensitive receptors.	4.9-7 <i>Official.</i> Implement Mitigation Measures 4.9-5(a) and 4.9-5(b).	See Mitigation Measures 4.9-5(a) and 4.9-5(b)	See Mitigation Measures 4.9-5(a) and 4.9-5(b)	
4.10 Public Services, Recreation, and Utilities					
4.10-6	Adequate school capacity.	4.10-6 <i>Prior to building permit issuance for any residential development, the developer shall submit to the Community Development Department written proof from the BUSD and the LUHSD that appropriate school mitigation fees have been paid.</i>	City of Antioch Community Development Department	Prior to building permit issuance for any residential development	
4.10-7	Adequate parks and recreation facilities.	4.10-7 <i>Per the Antioch Municipal Code, at the time of the filing of the final subdivision map, the subdivider shall provide a combination of parkland dedication and the payment of in-lieu fees into the City of Antioch's Park Fee Trust Fund to the satisfaction of the City Engineer/Director of Public Works.</i>	City of Antioch Engineer / Director of Public Works	In conjunction with Final Map recordation	
4.11 Transportation and Circulation					
4.11-1	Traffic related to construction activities.	4.11-1 <i>Prior to issuance of grading and building permits, the developer shall submit a Traffic Control Plan, subject to review and approval by the City Engineer. The Plan shall include, but are not necessarily limited to, the following:</i> • <i>Project staging plan to maximize</i>	City of Antioch Engineering Division	Prior to issuance of grading and building permits	

**MITIGATION MONITORING AND REPORTING PROGRAM
VINEYARDS AT SAND CREEK PROJECT**

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
4.11-5	Site access, circulation, and emergency access.	<p>on-site storage of materials and equipment;</p> <ul style="list-style-type: none"> • A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones, and other warning devices for drivers; and designation of construction access routes; • Permitted construction hours; • Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations; and • Provisions for street sweeping to remove construction-related debris on public streets. 	City of Antioch Engineering Division	Prior to approval of Improvement Plans	
4.11-5	Site access, circulation, and emergency access.	<p>Prior to approval of Improvement Plans, the Improvement Plans shall show that the northbound left-turn pocket from Heidorn Ranch Road and the southbound left-turn pocket from Hillcrest Avenue shall be designed to provide approximately 75 to 100 feet of vehicle storage, plus the taper length. The Improvement Plans shall be subject to review and approval by the City Engineer.</p>	City of Antioch Engineering Division	Prior to approval of Improvement Plans	
4.11-6	Study roadway intersections and	<p>Prior to issuance of a building permit, the project applicant shall pay regional</p>	City of Antioch Community	Prior to issuance of a building	

**MITIGATION MONITORING AND REPORTING PROGRAM
VINEYARDS AT SAND CREEK PROJECT**

Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
	freeway facilities under Cumulative Plus Project conditions.	<i>transportation impact fees to the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) that would fund construction of additional improvements at the Sand Creek Road interchange, which includes a slip-ramp for the eastbound Sand Creek to southbound State Route 4 movement, eliminating the conflicting left-turn movement at the intersection. Construction of this improvement would result in acceptable operations (as shown in Table 4.11-14).</i>	Development Department	permit	

ATTACHMENT "B"

RESOLUTION NO. 2016/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A GENERAL PLAN AMENDMENT TO DESIGNATE THE SITE MEDIUM LOW DENSITY RESIDENTIAL AND OPEN SPACE AND AMENDING THE SAND CREEK FOCUS AREA TEXT FOR THE PROMENADE/VINEYARDS AT SAND CREEK PROJECT

WHEREAS, the City received an application from GBN Partners, LLC for approval of an Environmental Impact Report; a General Plan Amendment of the Sand Creek Focus Area of the General Plan to Medium Low Density Residential and Open Space, as well as a text amendment; a Development Agreement; a Planned Development Rezone, Master Development Plan, Final Development Plan; Vesting Tentative Map/Final Development Plan and a Resource Management Plan, for the development of a 641 unit single family residential community on a portion of approximately 141 acres (GP-14-01, PD-14-03, Subdivision 9390). The project is located on the easterly side of the Sand Creek Focus Area, east of the current terminus of Hillcrest Avenue, west of Heidorn Ranch Road and north of Sand Creek (APNs 057-030-003, 057-030-007); and

WHEREAS, the City determined that a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program is the appropriate environmental document pursuant to Section 15164 of the Guidelines of the California Environmental Quality Act; and,

WHEREAS, Section 65358 of the California Government Code provides for the amendment of all or part of an adopted General Plan; and

WHEREAS, in May 2015, the City hired EPS to prepare the "Implications for Economic Development of the Proposed General Plan Amendment for the Promenade/Vineyards at Sand Creek Project" (the "Economic Study"). The Economic Study concluded that: (1) The City currently has workspace development capacity of approximately 23.3 million square feet; (2) On an aggregate basis, the City has substantial development capacity for job growth requiring office/commercial and business park/industrial space; (3) Comparison of available City employment areas indicates that there are areas that are better and will be more competitive in attracting economic development than the Sand Creek Focus Area; and (4) Overall, the proposed change in General Plan designation (from Business Park to Residential) will not negatively affect the City's ability to attract new economic development.

WHEREAS, the primary purpose of the General Plan Amendment is to ensure consistency between the City of Antioch General Plan and the Project; and

RESOLUTION NO. 2016/**

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WHEREAS, the proposal to allow small lot single family residential development within the Medium Low Density Residential zone in the Sand Creek Focus Area promotes the City's ability to provide diverse housing types to satisfy the Regional Housing Needs Allocation and fulfill City objectives as expressed in the Housing Element; and

WHEREAS, project site is flat and adjacent to lands designated for high density residential development within the City of Brentwood; and

WHEREAS, the proposed project site is of adequate size to accommodate the proposed small lot single family residential development; and

WHEREAS, the proposed project will provide adequate infrastructure to accommodate the proposed small lot single family residential development; and

WHEREAS, on January 6, 2016, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary, recommending approval to the City Council; and

WHEREAS, the City Council duly gave notice of public hearing as required by law; and

WHEREAS, on February 9, 2016, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary, approving the General Plan Amendment.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby make the following findings for approval of the General Plan Amendment:

1. The proposed project conforms to the provisions and standards of the General Plan in that the proposed amendment is internally consistent with all other provisions of the General Plan and does not conflict with any of the previously adopted Goals, Policies and Programs of the General Plan; and
2. The proposed Amendment is necessary to implement the goals and objectives of the General Plan in that it will further implement the City of Antioch Housing Element; and
3. The proposed Amendment will not be detrimental to the public interest, convenience, and general welfare of the City in that the Amendment will result in a logical placement of land uses consistent with the overall intent of the General Plan; and
4. The proposed project will not cause environmental damage in that the project prepared the Vineyards at Sand Creek Final Environmental Impact Report

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February 9, 2016

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and Mitigation Monitoring and Reporting Program which concluded that the project does not result in any significant or unavoidable impacts; and

5. The Proposed General Plan Amendment will not require changes to or modifications of any other plans that the City Council adopted before the date of this resolution.

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council adopts the General Plan Amendment (GPA-14-01) of the site to the Medium Low Density Residential and Open Space designation as shown in Exhibit A and an Amendment of the Sand Creek Focus Area General Plan text as shown in Exhibit B.

* * * * *

I **HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 9th day of February, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

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EXHIBIT A
GENERAL PLAN LAND USE AMENDMENT

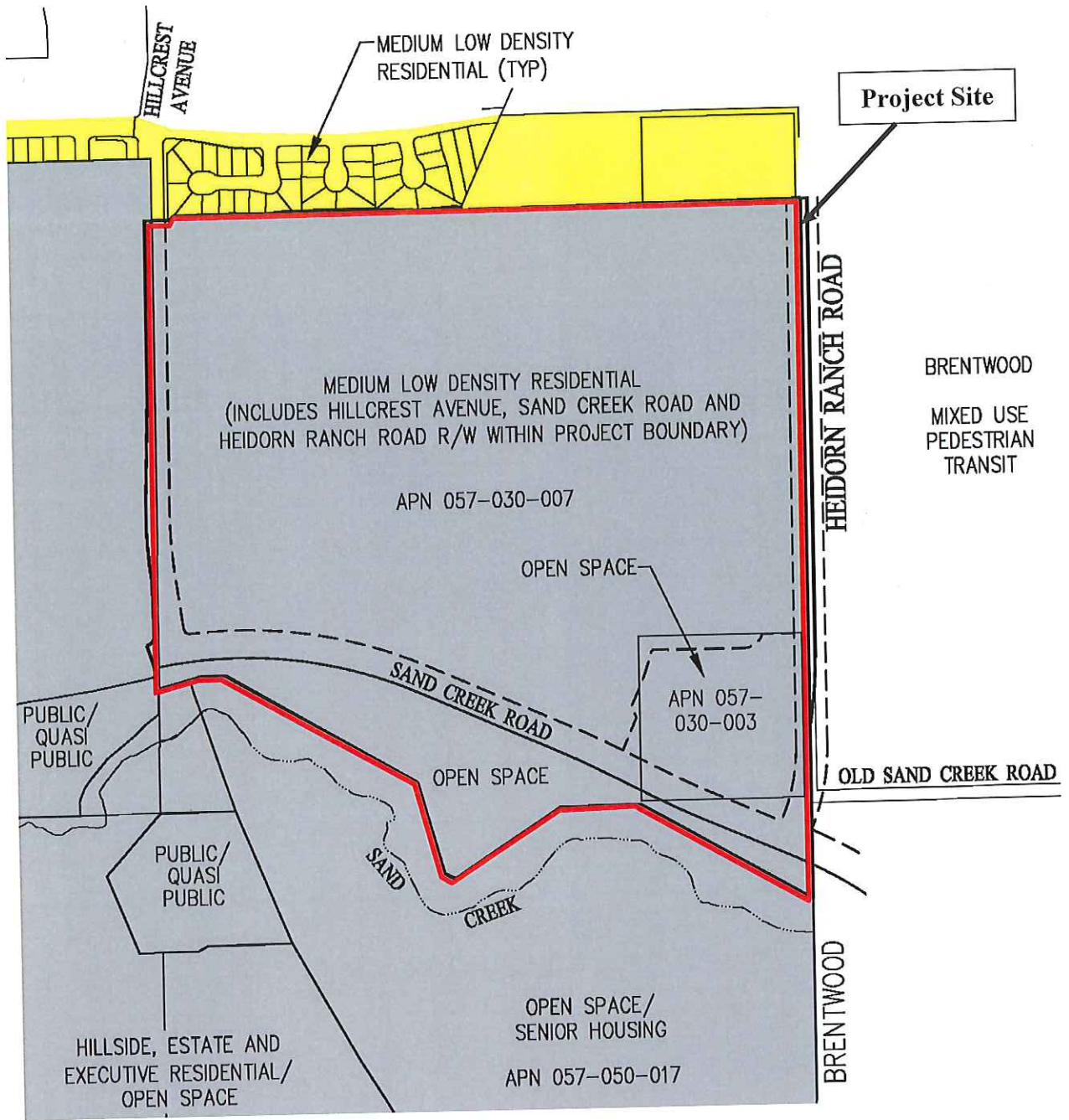


EXHIBIT B

4.4.6.7 Sand Creek. The Sand Creek Focus Area encompasses approximately 2,712 acres in the southern portion of the City of Antioch (Figure 4.8).

This Focus Area is bounded by existing residential neighborhoods to the north, Black Diamond Mines Regional Preserve to the west, the city limits to the south, and the City of Brentwood to the east. Empire Mine Road and Deer Valley Road run in a general north-south direction through the Focus Area, dividing it roughly into thirds.

a. Purpose and Primary Issues. The Sand Creek Focus Area combines two existing policy and planning areas identified in the previous General Plan: the southern portion of "Focused Policy Area 18" and the entirety of Future Urban Area 1." Previous General Plan policy tied the timing of development within this Focus Area to progressive build out of the land immediately to the north (the area generally known as Southeast Antioch), and to agreement on an alignment for the SR-4 bypass.

Through the 1990s, build out of Southeast Antioch was largely completed, an alignment for the SR-4 bypass was selected, and financing for construction of the bypass was developed. As a result, the City stepped up its

planning efforts for the Sand Creek Focus Area with area landowners. Because of the multiple ownerships within the Sand Creek Focus Area, detailed coordination of access and infrastructure, along with the establishment of workable financing mechanisms was necessary in addition to land use planning.

Sand Creek, as well as natural hillsides and canyons within the Sand Creek Focus Area, contain habitats for sensitive plant and animal species, as well as habitat linkages and movement corridors. Overall, the western portion of the Focus Area is more environmentally sensitive than the eastern portion in terms of steep topography, biological habitats and linkages, the existence of abandoned coal mines, and proximity to public open space at Black Diamond Mines Regional Preserve. The west end of the Sand Creek Focus Area serves as a linkage between two regionally significant blocks of grassland. Decades of urban and agricultural use have greatly reduced the width of this linkage, substantially increasing the ecological importance of the remaining linkage within the Sand Creek Focus Area. Land has been preserved in regional parks and permanent open space, primarily in extensive grassland to the immediate west and northwest, as well as south of the Sand Creek Focus Area. These preserves represent a significant investment of public resources, and are a valued public asset.

Stream and riparian communities occupy a small portion of the Focus Area, but are widely distributed. Because of their high biotic value, stream and riparian communities within the Focus Area are considered to be a sensitive resource. The Focus Area also includes an oak woodland and savanna community, which, because of its high wildlife value, is considered to be a sensitive resource.

Figure 4.8: Sand Creek

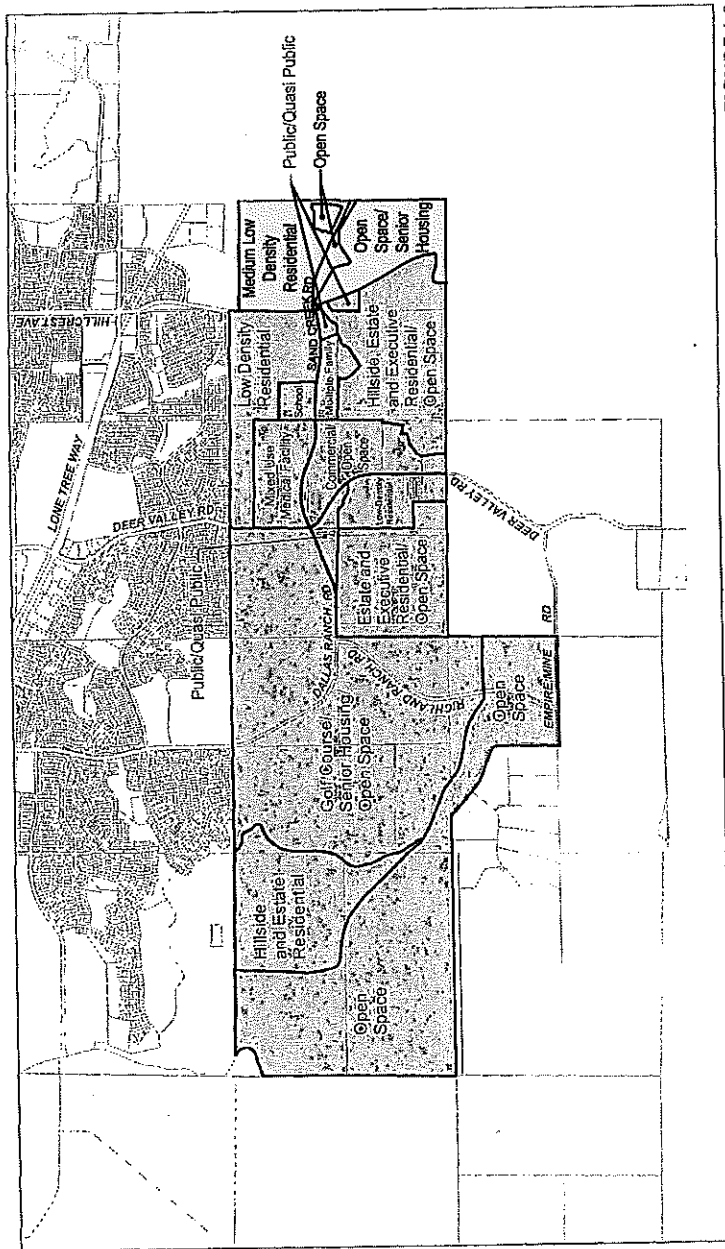


FIGURE 4.8

FIGURE 4.8

(REVISED BY CBS, 11/09/15)

City of Antioch
General Plan
Sand Creek Focus Area

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b. Policy Direction. The environmental sensitivity of portions of the Sand Creek Focus Area was recognized in the City's previous General Plan; however, policy direction was very general. As an example, the previous General Plan did not provide any indication of the maximum allowable development intensity for Future Urban Area 1. The previous General Plan also stated that while the area between Contra Loma Boulevard and Empire Mine Road was designated Estate Residential, "the actual density should be based on a development plan that ensures that the special characteristics of the area, including steep slopes, riparian habitat, and other environmental constraints, are accommodated.

The following policy discussion and policies for the Sand Creek Focus Area are intended to provide clear direction for the future development and environmental management of the area.

The Sand Creek Focus Area is intended to function as a large-scale planned community, providing needed housing and employment opportunities. This Focus Area is also intended to provide substantial employment opportunities. Up to approximately 280 acres are to be devoted to retail and employment-generating uses, which will result in the creation of up to 6,500 jobs at build out. Residential development within the Sand Creek Focus Area will provide for a range of housing types, including upper income estate housing, golf course-oriented age-restricted housing for seniors, suburban single-family detached housing for families or for seniors, and multifamily development.

The following policies apply to development within the Sand Creek Focus Area.

- a. Prior to or concurrent with approvals of any development applications other than major employment-generating uses (including, but not limited to a medical facility on the Kaiser property), a specific plan or alternative planning process as determined by the City Council, shall be prepared and approved for the Sand

Creek Focus Area. Such specific plan or alternative planning process shall identify and provide for project for project-related land uses, financing of required public services and facilities, open space preservation, community design, recreational amenities, and community improvements within the area proposed for development.

- b. Sand Creek Focus Area development shall make a substantial commitment to employment-generating uses. Up to 280 180 acres are to be devoted to employment-generating uses within the areas shown for Business Park and Commercial/Open Space, in addition to the area shown as Mixed Use Medical Facility. Appropriate primary land uses within employment-generating areas include:
 - Administrative and Professional Offices
 - Research and Development
 - Light Manufacturing and Assembly
 - Hospital and related medical uses
- c. Secondary, support and ancillary uses within employment-generating areas include:
 - Banks and Financial Services
 - Business Support Services
 - Eating and Drinking Establishments
 - Health Clubs and Spas
 - Lodging and Visitor Services
 - Storage and Distribution – Light
 - Civic Administration
 - Cultural Facilities
 - Day Care Centers
- d. The maximum development intensity for employment-generating lands shall be an overall FAR of 0.5.

- a. A maximum of 95 acres of retail commercial uses designed to service the local community may be developed within the areas shown for Commercial/Open Space, with a maximum overall development intensity of a 0.3 FAR.
- f. Up to 1.24 million square feet of retail commercial uses may be constructed. Within areas designated for retail use (areas shown for Commercial/Open Space), office development may be developed at a maximum FAR of 0.5.
- g. Appropriate uses within the retail portions of this Focus Area include:
 - Administrative and Professional Offices
 - Automotive Uses
 - Banks and Financial Services
 - Business Support Services
 - Eating and Drinking Establishments
 - Food and Beverage Sales
 - General Merchandise
 - Health Clubs and Spas
 - Personal Services
 - Personal Instruction
 - Theaters
 - Civic Administration
 - Cultural Facilities
 - Day Care Centers
 - Residential development as part of a mixed-use medical facility
- h. Commercial areas shall be designed as cohesive centers, and not in narrow corridors or commercial strips.
- i. Each commercial center shall establish an identifiable architectural theme, including buildings, signage and landscaping.
- j. Commercial and employment-generating developments shall be designed to accommodate public transit and non-motorized forms of transportation.
- k. A maximum of 4,000 dwelling units may be constructed within the Sand Creek Focus Area. Appropriate density bonuses may be granted for development of age-restricted housing for seniors; however, such density bonuses may not exceed the total maximum of 4,000 dwelling units for the Sand Creek Focus Area.
- l. It is recognized that although the ultimate development yield for the Focus Area may be no higher than the 4,000 dwelling unit maximum, the actual development yield is not guaranteed by the General Plan, and could be substantially lower. The actual residential development yield of the Sand Creek Focus Area will depend on the nature and severity of biological, geologic, and other environmental constraints present within the Focus Area, including, but not limited to constraints posed by slopes and abandoned mines present within portions of the Focus Area; on appropriate design responses to such constraints, and on General Plan policies. Such policies include, and but are not limited to, identification of appropriate residential development types, public services and facilities performance standards, environmental policies aimed at protection of natural topography and environmental resources, policies intended to protect public health and safety, and implementation of the Resource Management Plan called for in Policy "tu," below.
- m. As a means of expanding the range of housing choices available within Antioch, three types of "upscale" housing are to be provided, including Hillside Estate Housing, Executive Estate Housing, and Golf Course-Oriented Housing.

Hillside Estate Housing consists of residential development within the hilly portions of the Focus Area that are designated for residential development. Appropriate land use types include Large Lot Residential. Within these areas, typical flat land roadway standards may be modified (e.g., narrower street sections, slower design speeds) to minimize required grading. Mass grading would not be permitted within this residential type. Rough grading would be limited to streets and building pad areas. Residential densities within Hillside Estate Areas are to be limited to one dwelling unit per gross developable acre (1 du/ac), with typical lot sizes ranging upward from 20,000 square feet. The anticipated population density for this land use type is up to four persons per developed acre. Included in this category is custom home development, wherein semi-improved lots are sold to individuals for construction of custom homes. Approximately 20 percent of Hillside Estate Housing should be devoted to custom home sites.

Executive Estate Housing consists of large lot suburban subdivisions within the flatter portions of the Focus Area. Appropriate land use types include Large Lot Residential. Densities of Executive Housing areas would typically be 2 du/ac, with lot sizes ranging upward from 12,000 square feet. The anticipated population density for this land use type is up to eight persons per developed acre.

Golf Course-Oriented Housing consists of residential dwelling units fronting on a golf course to be constructed within the portion of the Focus Area identified as Golf Course/Senior Housing/Open Space in Figure 4.8. Appropriate land use types include Single Family Detached and Small Lot Single Family detached for lots fronting on the golf course. Maximum densities for golf course-oriented housing would typically be 4 du/ac, with lot sizes as small as 5,000 square feet for lots actually fronting on the golf course. Given the significant environmental topographic constraints in the portion of the focus area

west of Empire Mine Road, the minimum lot size for executive estate housing within this area shall be a minimum of 10,000 square feet. This would allow additional development flexibility in situations where executive estate housing needs to be clustered in order to preserve existing natural features. In no case shall the 10,000 square foot minimum lot size constitute more than 20 percent of the total number of executive estate housing units in the area west of Empire Mine Road. The anticipated population density for this land use type is up to eight to twelve persons per acre developed with residential uses. Should the City determine as part of the development review process that development of a golf course within the area having this designation would be infeasible, provision of an alternative open space program may be permitted, provided, however, that the overall density of lands designated Golf Course/Senior Housing/Open Space not be greater than would have occurred with development of a golf course.

- n. Single-Family Detached housing within suburban-style subdivisions with lot sizes ranging from 7,000 square feet to 10,000 square feet may also be developed within the Sand Creek Focus Area within areas shown as Residential and Low Density Residential in Figure 4.8. The anticipated population density for this land use type is up to eight to twelve persons per acre developed with residential uses.
- o. Small Lot Single Family Detached housing within the Vineyards at Sand Creek planned development with lots smaller than 7,000 square feet may be developed in the Sand Creek Focus Area within areas shown as Medium Low Density Residential in Figure 4.8. The anticipated population density for this land use type is fourteen to eighteen persons per acre developed with residential uses.

- p. A total of 25 to 35 acres is to be reserved for multi-family housing to a maximum density of 20 du/ac. Areas devoted to multi-family housing should be located adjacent to the main transportation routes within the Focus Area, and in close proximity to retail commercial areas. The anticipated population density for this land use type is up to forty persons per acre developed with residential uses.
- q. Age-restricted senior housing should be developed within the Focus Area as a means of expanding the range of housing choice within Antioch, while reducing the Focus Area's overall traffic and school impacts. Such senior housing may consist of Single Family Detached, Small Lot Single Family Detached, of Multi-Family Attached Housing, and may be developed in any of the residential areas of the Sand Creek Focus Area. Within areas identified in Figure 4.8 specifically for senior housing, limited areas of non-senior housing may be permitted where environmental or topographic constraints would limit development densities to a range more compatible with estate housing than with senior housing.
- r. Areas identified as Public/Quasi Public and School in Figure 4.8 are intended to identify locations for new public and institutional uses to serve the future development of the Sand Creek Focus Area. Development within these areas is to be consistent with the provisions of the Public/Institutional land use category described in Section 4.4.1.4 of the Land Use Element.
- s. Sand Creek, ridgelines, hilltops, stands of oak trees, and significant landforms shall be preserved in their natural condition. Overall, a minimum of 25 percent of the Sand Creek Focus Area shall be preserved in open space, exclusive of lands developed for golf course use.
- t. Adequate buffer areas adjacent to the top of banks along Sand Creek to protect sensitive plant and amphibian habitats and water quality shall be provided. Adequate buffer areas shall also be provided along the edge of existing areas of permanently preserved open space adjacent to the Sand Creek Focus Area, including but not limited to the Black Diamond Mines Regional Park. Buffers established adjacent to existing open space areas shall be of an adequate width to minimize light/glare, noise, fire safety, public safety, habitat, public access impacts within the existing open space areas, consistent with the provisions of Section 10.5, Open Space Transitions and Buffers Policies of the General Plan.
- u. Because of the sensitivity of the habitat areas within the Sand Creek Focus Area, and to provide for mitigation of biological resources impacts on lands in natural open space, as well as for the long-term management of natural open space, a [project-specific](#) Resource Management Plan based on the Framework Resource Management Plan attached as Appendix A to this General Plan shall be prepared and approved prior to development of the Sand Creek Focus Area [properties](#).
- v. A viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell Ranch State Park shall be retained using linkages in the southwestern portion of the Lone Tree Valley (within the Sand Creek drainage area), Horse Valley, and the intervening ridge. The primary goal of preserving such a corridor is to allow for wildlife movement between Black Diamond Mines Regional Preserve and Cowell Ranch State Park. Completion of such a corridor is contingent upon the cooperation with

the City of Brentwood and Contra Costa County, each of whom may have land use jurisdiction over portions of this corridor.

- To preserve this corridor and in view of other significant development constraints, certain lands in the southwestern portion of the Focus Area shall be designated as "Open Space," as depicted in Figure 4.8. Limited future adjustments to the boundaries of this "Open Space" area may occur as part of the Specific Plan and/or project level environmental review processes, provided that such adjustments: (a) are consistent with the goals and policies outlined in the Framework for Resource Management set forth in Appendix A; (b) are based upon subsequently developed information and data relating to environmental conditions or public health and safety that is available at the Specific Plan stage, the project-level development plan stage, or during the permitting processes with federal, state or regional regulatory agencies; and (c) would not cause the "Open Space" area west of Empire Mine Road to be less than 65 percent of the total lands west of Empire Mine Road. Any open space and otherwise undeveloped areas west of Empire Mine Road that are within the area designated as "Hillside and Estate Residential" shall not count towards meeting this 65 percent minimum "Open Space" requirement.
- All areas designated as "Open Space" within the Focus Area may be utilized for mitigation for loss of grassland and other project-level impacts by projects within the Focus Area.
- Due to the varied and complex topography west of Empire Mine Road the exact boundary between the "Hillside Estate" residential area and "Estate" residential area shall be determined as part of the project-level entitlement process.
- It is anticipated that there will be only minor adjustments to the boundary between the open space area and the hillside and estate residential area shown in Figure 4.8. Minor adjustments may be made to this boundary provided that such adjustments shall not create islands of residential development within the area designated open space in Figure 4.8..
- In order to ensure adequate buffering of the Black Diamond Mines Regional Park from development in the Sand Creek Focus Area, no residential development shall be allowed north of the Sand Creek channel between the area designated "Hillside and Estate Residential" in Figure 4.8 west of Empire Mine Road and the existing Black Diamond Mines Regional Park boundary.
- w. The construction of facilities necessary to ensure adequate public access across Sand Creek west of Empire Mine Road, including the bridging of Sand Creek, an appropriately sized parking lot and staging area, and any trails needed to ensure public access to Black Diamond Mines Regional Park shall be implemented as an infrastructure component of development in the Focus Area.
- x. To mitigate the impacts of habitat that will be lost to future development within the Focus Area, an appropriate amount of habitat shall be preserved on- or off-site per the compensatory provisions of the Framework Resource Management Plan prepared for the Sand Creek Focus Area (attached as Appendix A of the General Plan).
- y. Ponds, wetlands, and alkali grassland associated with upper Horse Creek shall be retained in natural open space, along with an appropriate buffer area to protect sensitive plant and amphibian habitats

and water quality. If impacts on the Horse Creek stream and riparian downstream are unavoidable to accommodate infrastructure, appropriate compensatory mitigation shall be required off-site per the provisions of the Resource Management Plan attached as Appendix A to this General Plan.

- z. Chaparral, scrub, and rock outcrop community within the western portion of the Focus Area (west of Empire Mine Road), as well as adjacent grassland community that is suitable habitat for the Alameda whipsnake (*masticophis lateralis euryxanthus*) shall be retained in natural open space. Within other portions of the Focus Area, the chaparral, scrub, and rock outcrop shall be retained in natural open space contiguous to the required grassland linkage to function as a buffer and protect the grassland linkage south of the chaparral, scrub, and outcrop community.
- aa. Within the western portion of the Focus Area (west of Empire Mine Road), the oak woodland and savanna community shall be preserved in natural open space. Within other portions of the Focus Area, the oak woodland and savanna community shall be preserved in natural open space where it overlaps the rock outcrop community.
- bb. As appropriate and necessary to protect public health and safety, abandoned mines shall be included within required natural open space areas, along with appropriate buffer areas and measures to prevent unauthorized entry.
- cc. Mass grading within the steeper portions or the Focus Area (generally exceeding 25 percent slopes) is to be avoided.
- dd. Impacts of residential development on the Antioch Unified School District and

Brentwood school districts will be mitigated pursuant to a developer agreement with the District.

- ee. Project entry, streetscape, and landscape design elements are to be designed to create and maintain a strong identification of the Sand Creek Focus Area as an identifiable "community" distinct from Southeast Antioch.
- ff. The Sand Creek Focus Area is intended to be "transit-friendly," including appropriate provisions for public transit and non-motorized forms of transportation.
- gg. subject to its financial feasibility (see Policy "m"), a golf course shall be provided within the Focus Area, designed in such a way as to maximize frontage for residential dwellings. The golf course may also be designed to serve as a buffer between development and open space areas set aside to mitigate the impacts of development.

The golf course shall be designed to retain the existing trail within Sand Creek.

The golf course and Sand Creek corridor shall function as a visual amenity from the primary access road within the Focus Area (Dallas Ranch Road/Sand Creek Road). As part of the golf course clubhouse, banquet and conference facilities shall be provided.

- hh. A park program, providing active and passive recreational opportunities is to be provided. In addition to a golf course and preservation of natural open space within Sand Creek and the steeper portions of the Focus Area, the development shall meet the City's established park standards. A sports complex is to be developed.

A sports complex is to be developed. The sports complex is intended to be located within the Flood Control District's detention basin.

Neighborhood park facilities may be privately maintained for the exclusive use of project residents. The sports complex within the Sand Creek Detention Basin will be maintained by the City.

- ii. Development of an appropriate level of pedestrian and bicycle circulation throughout the community is to be provided, including pathways connecting the residential neighborhoods, as well as non-resi-

dential and recreational components of the community. Sand Creek Focus Area development should also provide recreational trail systems for jogging and bicycling, including areas for hiking and mountain biking. Trails along Sand Creek and Horse Valley Creek shall be designed so as to avoid impacting sensitive plant and amphibian habitats, as well as water quality.

ATTACHMENT "C"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND GBN PARTNERS, LLC FOR THE VINEYARDS AT SAND CREEK PROJECT

The City Council of the City of Antioch does ordain as follows:

Section 1. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et. seq.* of the Government Code, with authorizes the City of Antioch ("City") to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property in order to establish certainty in the development process.

Section 2. The City of Antioch previously adopted an implementing ordinance (Article 32 of the Zoning Ordinance) authorizing and regulating the use of Development Agreements.

Section 3. The Planning Commission conducted a duly notice public hearing on January 6, 2016 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on February 9, 2016 at which all interested persons were allowed to address the Council on the Development Agreement.

Section 4. The City Council finds that the Development Agreement is consistent with the City's General Plan as well as all provisions of the City's Zoning Ordinance and Municipal Code. The City Council finds that the Development Agreement implements General Plan objectives by providing housing opportunities and needed infrastructure. The Development Agreement will not be detrimental to the health, safety and general welfare and will not adversely affect the orderly development of property or the preservation of property values. The City Council has considered the effect of the Development Agreement on the housing needs of the region in which the City is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources by required an HOA to maintain certain improvements and formation of a revenue generating mechanism to fund police services.

Section 5. An EIR was certified for the Vineyards at Sand Creek Project. The City Council has concluded that there have been no substantial changes to the project through the Development Agreement. Therefore, in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, a subsequent environmental document is not required.

Section 6. The Development Agreement included as Exhibit "A" is hereby approved, subject to minor and clarifying revisions approved by the City Manager and City Attorney, and the City Manager is authorized and directed to sign it on behalf of the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 9th day of February, 2016, and passed and adopted at a regular meeting thereof, held on the ____ day of ____, 2016.

AYES:

NOES:

ABSENT:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attention: City Clerk

(Space Above This Line Reserved For Recorder's Use)
Exempt from Recording Fees Pursuant to Gov. Code Section 27383

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF ANTIOCH
AND
GBN PARTNERS, LLC**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and GBN Partners, LLC, a Delaware limited liability company ("**Developer**") (each a "**Party**" and collectively the "**Parties**"), pursuant to the authority of Division 1, Chapter 4, Article 2.5, Sections 65864 et seq. of the Government Code (the "**Statute**") is entered into as of _____, (the "**Effective Date**") in the following factual context:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature enacted the Statute, which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Developer is the owner of approximately 142 acres of real property located in the City of Antioch, Contra Costa County more particularly described in *Exhibit A* to this Agreement (the "**Property**"), known as Promenade/Vineyards at Sand Creek, which Developer plans to develop as either a single-family market-rate residential community or as an age-restricted Active-Adult residential community (the "**Project**"). The planning, development, construction, operation and maintenance of the Project is more particularly described in, and reviewed and analyzed by, the Environmental Impact Report (SCH # 2014092010, "**EIR**") prepared in conjunction with the Project and its below-described "**Project Approvals.**" In accordance with the California Environmental Quality Act (Pub. Res. Code §§ 21000 et seq.) and its Guidelines (C.C.R., Title 14 §§ 15000, et seq.), as each is amended from time to time (collectively, "**CEQA**"), City certified as adequate and complete the EIR. Pursuant to CEQA, a mitigation/monitoring program for the Project was approved by the City Council. The City has determined that no additional environmental review is necessary in connection with its consideration, approval and execution of this Agreement.

C. The Project has been designed as a private, gated residential community, where housing and recreation are integrated into one cohesive whole. Key components include pedestrian and bicycle friendly streets, private recreational opportunities, a mix of housing opportunities, distinctive architecture and landscape elements, and a vibrant neighborhood community center.

CB

D. As of the execution of this Agreement, various land use regulations, entitlements, grants, permits and other approvals have been adopted, issued, and/or granted by City relating to the Project (collectively, “**Existing Approvals**”, contained in *Exhibit B* to this Agreement), including without limitation, all of the following (including their text, diagrams and conditions of approval):

1. “**EIR**” (defined in Recital B above).
2. “**General Plan Amendment**” – (GPA 14-01) – Redesignating the Property from Business Park to Residential, and exempting the Property from the City regulations (including without limitation City Ordinance No. 2005/41) relating to an alternative process for the project applications within the Sand Creek Focus Area (collectively, “**GPA**”).
3. “**Master Development Plan/Planned Development Rezone**” – (PD 14-03) – A Planned Development District with Design Guidelines to guide future development of the community and a Master Development Plan (collectively, the “**Rezoning**”).
4. “**Vesting Tentative Map/Final Development Plan**” – (Subdivision 9390) – Subdivision map and Final Development Plan reflecting roads, infrastructure and up to 650 single-family residential lots, which lots can also be developed as age-restricted units in their entirety. The Vesting Tentative Map/Final Development Plan will employ multiple (phased) final maps, creating separate phases of the Project (currently approximated at 6 phases) (collectively, the “**VTM**”). The VTM includes a Preliminary Phasing Plan consistent with the VTM to facilitate development of the Property. The Preliminary Phasing Plan is included as part of the VTM approval, including the conditions of approval that accompany the VTM (contained in *Exhibit B* to this Agreement), and shall be included within any reference in this Agreement to VTM.

E. “**Subsequent Approvals**” (each referred to individually as a “**Subsequent Approval**”) shall mean those permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), that may be necessary or desirable for the development of the Project, that are sought by Developer, and that are granted by City on or after the Effective Date of this Development Agreement. Subsequent Approvals include without limitation new permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), as well as amendments to Existing Approvals.

F. On January 6, 2016, at a duly noticed public hearing, the Planning Commission considered and recommended approval of the EIR, GPA, Rezone, VTM and this Agreement to the City Council pursuant to Resolution No. /_____.

G. On February 9, 2016, at a duly noticed public hearing, the City Council certified the EIR pursuant to Resolution No. /_____, approved the GPA pursuant to Resolution No. /_____, approved the Rezone pursuant to Ordinance No. _____, and approved the VTM pursuant to Resolution No. /_____.

H. The City Council has found that, among other things, this Agreement and the Project Approvals, are consistent with its General Plan and has been reviewed and evaluated in accordance with California Government Code §§65864 *et seq.*

I. On _____, 2016, at a duly noticed public hearing, the City Council adopted Ordinance No. _____ approving this Agreement, a copy of which is attached as *Exhibit C* to this Agreement.

AGREEMENT

In this factual context and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 TERM

1.1. The term of this Agreement (“**Term**”) shall commence as of the Effective Date and continue to and including _____, 2031. The expiration of the term of this Agreement shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Developer may have that exist independently of this Agreement and derive from common law vesting or other laws or regulations of the State or the City.

1.2. Pursuant to Government Code section 66452.6(a) and this Agreement, in addition to other extensions available under the Subdivision Map Act, the term of the Vesting Tentative Map and any other tentative map, vesting tentative map, tentative parcel map, vesting tentative parcel map, final map or vesting final maps, or any new such map or any amendment to any such map, or any resubdivision (collectively referred to as “**Subdivision Document**”) relating to the Project shall automatically be extended to and until the later of the following:

1.2.1 The Term; or

1.2.2 The end of the term or life of any such Subdivision Document otherwise given pursuant to the “**Subdivision Map Act**” (defined herein) and/or local regulation not in conflict with the Subdivision Map Act.

1.3. If this Agreement terminates for any reason prior to the expiration of the vested rights otherwise given under the Subdivision Map Act to any vesting tentative map, vesting parcel map, vesting final map or any other type of vesting map on the Property (or any portion of the Property) (collectively, “**Vesting Map**”), such termination of this Agreement shall not affect Developer’s right to proceed with development under such Vesting Map in accordance with only the applicable law so vested under the Vesting Map, for the life of such vested rights given by such Vesting Map.

1.4. The term of any and all Project Approvals, including without limitation, all development plans, development permits, or other permit, grant, agreement, approval or entitlement for the general development of all or any part of the Project and Property, shall be to and until the later of the following:

1.4.1 The Term; or

1.4.2 The term or life of any Subdivision Document pursuant to the Subdivision Map Act or local regulation not in conflict with the Subdivision Map Act.

ARTICLE 2 COVENANTS OF DEVELOPER

2.1. Obligations of Developer Generally. Developer shall have no obligation to proceed with, or complete the Project at any particular time or at all. However, if Developer proceeds, it shall comply the Applicable Law, as defined in this Agreement, including without limitation, Section 2.2. below.

2.2. Applicable Law. The rules, regulations and official policies governing permitted uses of the Property, density and improvement requirements applicable to development of the Property shall be the ordinances, rules, regulations, and official policies in force and effect on the Effective Date of this Agreement, except as otherwise provided in the Project Approvals or this Agreement (the “**City Regulations**”). The law applicable to the Project during the Term of this Agreement shall be only the following: (a) the City Regulations; (b) the Project Approvals and (c) this Agreement (collectively, the “**Applicable Law**”). If there is a conflict between this Agreement and the City Regulations or Project Approvals, this Agreement shall control. If there is a conflict between the Project Approvals and the City Regulations, the Project Approvals shall control.

2.3. Fees, Taxes and Assessments.

2.3.1 Development Fees. During the Term, Developer shall pay only those City-imposed development fees (collectively, “**Development Fees**”) in force and effect as of the Effective Date. The Project has been approved for development as either a single-family market-rate residential community in its entirety or as an age-restricted “active-adult” residential community in its entirety. Developer, in its sole and exclusive discretion shall determine which residential development to pursue. If Developer decides to pursue an age-restricted “active-adult” residential community and if City, in its sole and absolute discretion, has implemented an active adult fee category after completion of a nexus study and adoption of such fees, Developer shall be subject to such fees. Development Fees shall be paid at the rate in effect at the time of building permit issuance.

(a) The Project shall not be subject to any existing or future Development Fees related to affordable housing, public art, Residential Development Allocation Fee(s)/Growth Management Fees, or Habitat Conservation Plan (HCP) fees. The project is progressing with environmental permitting through the State and Federal Agencies, but the project may at its option participate in an HCP.

(b) Developer has agreed to dedicate right-of-way and complete certain improvements required by the Project Approvals to Hillcrest Avenue, Sand Creek Road and Heidorn Ranch Road as described in the Project Approvals. Therefore, the Project shall not be subject to any existing or future Development Fees relating to local traffic/roadway/circulation/transportation dedication, construction, improvements and/or funding of any kind or any other Development Fees relating to such local traffic/roadway/circulation/transportation dedication, construction, improvements and/or funding of any kind. The project is subject to regional

transportation fees (East Contra Costa Regional Fee and Financing Authority) in place at the time of building permit.

(c) Developer has agreed to be financially responsible for half of two public-benefit traffic signal improvements – one at Sand Creek Road at Hillcrest Avenue and the second at Sand Creek Road at Heidorn Ranch Road – neither of which are necessitated by project traffic alone, but are required by the Project Approvals and described in the Project Approvals. The developer will construct these signals and be reimbursed 50% by adjacent development or the City of Brentwood or deposit funds with the City for 50% of the signals as required by the Conditions of Approval. Therefore in consideration of the portion of these two traffic signals, the Project will not be subject to traffic signal fees or eligible for traffic signal reimbursements.

(d) Incentivize Community Benefit Infrastructure Construction, The City and the community have a significant interest in ensuring that the Project proceeds in an orderly fashion as part of the overall improvement of the community. In an effort to incentivize Developer's construction of important infrastructure in the Sand Creek Focus Area, from the date of the issuance of the first building permit for a non-model residential dwelling unit ("**Permit Issuance Date**") until the fifth anniversary of the Permit Issuance Date (5 years), the Development Fees Developer shall pay are the Development Fees in effect on a Citywide basis at the Permit Issuance Date, depending on the residential type of the Project (market rate or active adult). Notwithstanding the forgoing, the City may, at City's sole and exclusive discretion, on an annual basis, and pursuant to any applicable City Municipal Code requirements, increase or decrease (as appropriate) the amount of such Development Fees by a percentage not to exceed the percentage increase or decrease (as appropriate) for the prior calendar year in the Engineering News Record Construction Cost Index for the Region ("**Index-Adjusted Fees**"); however, Developer shall pay that Development Fee that is lower: the then-current City-wide Development Fee otherwise applicable to similar projects or the Index-Adjusted Fees.

2.3.2 Processing Fees. For the purposes of this Agreement, "Processing Fees" shall mean processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City for City staff and consultant time and resources spent reviewing and processing Developer's applications for Project Approvals, or for monitoring compliance with and reviewing submittals for any Project Approvals. Developer shall pay all Processing Fees, as such fees and charges are adjusted from time to time. "Processing Fees" shall not mean and include Development Impact Fees or any other fee, tax or assessment. The foregoing notwithstanding, no fees other than Processing Fees shall be due before approval of the final map, unless earlier payment is expressly required by the Project Approvals.

2.3.3 Taxes and Assessments. Except as otherwise provided in this Agreement or the Project Approvals, during the Term, Developer shall pay only those City-imposed land-based taxes and assessments in force and effect as of the Effective Date, except for a tax or assessment agreed upon by Developer, a tax or assessment imposed as a result of the implementation of a financing mechanism to fund improvements or services or a Proposition 218 voter approved assessment.

2.4. Construction and Timing of Improvements.

2.4.1 Developer shall construct the improvements required by, and more particularly described in, the conditions of approval contained in *Exhibit B*. Developer shall perform the work in accordance with the standards and specifications established by Applicable Law. To the extent there are no such standards or specifications, the work shall be performed in accordance with industry standards and in good and workmanlike manner, as approved by the City Engineer.

2.4.2 The Parties acknowledge that the Project may be built in phases different from those set forth in the Preliminary Phasing Plan attached in *Exhibit B*. The timing of certain improvements set forth in the conditions of approval were based on the Preliminary Phasing Plan. If the City Engineer approves changes to the phasing of the Project from that in the Preliminary Phasing Plan in a manner that impacts the timing for the construction of the improvements set forth therein, the City Engineer has the authority to change the timing for those improvements to be consistent with the changes to the phasing. Such changes will automatically be incorporated into the Project Approvals and will not require an amendment to the Project Approvals, including this Agreement.

2.5. Subdivision and Other Agreements; Multiple Final Maps. Developer shall execute and perform its obligations as set forth in any Subdivision Improvement Agreements required or permitted by Applicable Law to obtain approval of final maps. Developer may file multiple final maps in accordance with 3.5 below.

2.6. Design Review. The Project Approvals include Design Review Guidelines but do not include design review approval, which Developer has yet to obtain. Developer's design review applications and submittals shall be consistent with the Vineyards at Sand Creek Design Review Guidelines approved by the City. The designs shall incorporate a level of quality craftsmanship consistent with projects completed in similar regional markets.

2.7. Sand Creek Focus Area (SCFA) Sewer Trunk Line Improvements. Developer shall provide a sewer study and coordinate with the design, rights-of-way and easement needs of the major sewer trunk line through the Property in order to help facilitate the construction of the major sewer trunk line to benefitting properties, as more particularly described in the conditions of approval attached in *Exhibit B* (collectively, "**SCFA Sewer Trunk Line Improvements**"). If desired, the Developer shall create a land-based financing mechanism or participate in another mechanism acceptable to the City that will fairly distribute the cost of formation, design, offsite construction, upsizing and advance funding of the Sewer Trunk Line Improvements amongst the benefitting property owners in and around the Sand Creek Focus Area, as approved by the City Engineer. For property that will benefit from the Sewer Trunk Line Improvements, the City shall require, by imposing a condition of approval, inserting a requirement into a Development Agreement or otherwise, an obligation on that property (and the property's owner(s)) to reimburse Developer for such other property's (and its owner(s)) proportional share (fair share) of these identified Sewer Trunk Line Improvements at the earlier of the filing of a final map or issuance of a building permit on the affected property. The City shall collect the reimbursement amounts if and when such properties develop, and distribute that amount to Developer on a quarterly basis. City shall assist Developer as needed, including without limitation, taking those actions set forth in Section 2.14 of this Agreement. Upon acceptance by the City, the SCFA Sewer Trunk Line Improvements shall be maintained by City.

2.8. Parks, Trail Improvements and Landscaped Areas. Developer shall, at its sole cost and expense, design, construct and dedicate to the City, Parcel G, located south of the future extension of Sand Creek Road, as more particularly described in the conditions of approval attached in *Exhibit B* (“**Parcel G Water Quality & Detention Basin**”). Upon acceptance by the City, the Parcel G Water Quality & Detention Basin shall be owned by the City and maintained by the Lighting and Landscaping District. Developer shall also, at its sole cost and expense, construct the Sand Creek Regional Trail as more particularly described in the conditions of approval attached in *Exhibit B* (“**Trail Improvements**”). Upon acceptance by the City, the Trail Improvements and open space parcel it travels through, shall be maintained by the City or the Lighting and Landscape District. Developer shall, at its sole cost and expense, design and construct park and landscaped areas, as more particularly described in the conditions of approval attached in *Exhibit B*. The parks identified on Parcel A and Parcel D shall also be designed and landscaped by Developer and shall be dedicated to and maintained by the Homeowners Association (“**Parcel A Park**” and “**Parcel D Park**,” respectively.) Parcel A Park is 2.13 acres and Parcel D Park is 3.47 acres for a combined total park acreage of 5.6 acres, as required by and in conformance with the Antioch Municipal Code.

2.9. Homeowners Association. Developer shall establish a Homeowners Association (“**HOA**”) for the Project in conformance with the regulations set forth by the State Bureau of Real Estate.

2.9.1 Subject to approval by the State, the City Attorney and Community Development Director shall review and approve the HOA’s conditions, covenants and restrictions (“**CC&Rs**”) for conformance with this Agreement and the Project Approvals prior to the issuance of the first building permit for the Project. In addition, the City Attorney and Community Development Director may suggest modifications to the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, parking, open space, storm water facilities and the prohibition of nuisances. The applicant shall consider all such City-suggested modifications to such CC&Rs, and shall make those modifications that are reasonable and cost-effective.

2.9.2 The CC&Rs shall include the following provisions and requirements:

- (a) The City shall have rights of entry to the Project streets and public spaces.
- (b) Any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City.
- (c) A homeowner must secure a business license before a home can be rented as required by Municipal Code Section 3-1.217.
- (d) The front yards must be adequately maintained.
- (e) Any modifications to these requirements must be approved in advance by the City.

2.9.3 The City shall not have the right of enforcement of the CC&Rs, but the City shall have the right of enforcement of all legal and equitable remedies available to the City, including without limitation the following:

(a) The right to enforce its ordinances and regulations, including without limitation, Antioch Municipal Code Title 4 Chapter 7 (Weed and Rubbish Abatement), Chapter 10 (Abandoned, Wrecked, Dismantled or Inoperative Vehicles), and Chapter 16 (Repair of Vehicles and Boats in Residential Districts); and Antioch Municipal Code Title 5 Chapter 1 (including property/yard maintenance, abatement procedures, and nuisances), Chapter 8 (Public intoxication), and Chapter 20 (Rental Dwelling Unit Maintenance and Inspection Program); and

(b) The right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state or local laws, regulations, permits or approvals.

2.10. City Services. City shall provide wastewater collection and police services to the Project (or any and all portions thereof) to the same degree as all other users of such services and facilities in the City.

2.11. Police Services Funding.

2.11.1 Formation or Participation in a Police Services Financing Mechanism. In order to assist the City in meeting a police force level within a range of 1.2 to 1.5 officers per 1,000 residents as set forth in Performance Standard 3.5.3.1 of the General Plan, at the direction of the City, Developer shall either establish, or participate in (if one has already been established), a land-based financing mechanism in the form of a community facilities district, special tax or other means, as to the Property. The City and Developer shall work cooperatively in forming such a police services financing mechanism. The costs related to forming such financing mechanism, including consultant costs, shall be paid by Developer ("**Formation Costs**"). It is the intent of the City to require other property, as such other property develops, to annex into or become subject to such financing mechanism. For such other property, the City shall require, by imposing a condition of approval, inserting a requirement in a development agreement, or otherwise, an obligation/requirement on such other property (and the property's owner(s)) to reimburse Developer for such other property's (and its owner(s)') proportional share (fair share) of the Formation Costs ("**Formation Cost Reimbursement**"). The City shall require and collect the Formation Cost Reimbursement at the earlier of the filing of the final map or issuance of a building permit for any such other property on behalf of Developer and distribute that collected amount to Developer on a quarterly basis. Developer shall provide the Formation Costs, with supporting documentation, to the City.

2.11.2 Financial Obligation of the Developer. For the Term, the amount of the financial obligation for police services for the Project developed as a single family market rate (non-active adult) residential development (assuming an average of 3.22 persons per dwelling unit) related to police services funding shall not exceed \$445.00 per each Project lot upon which a single-family residential home is constructed, except that commencing one year after the Effective Date of this Agreement, City may increase or decrease, as appropriate, such \$445 maximum pursuant to the Consumer Price Index for the San Francisco Bay Area. However, if the Project is developed as an active adult residential development, then the assumed average occupancy of a

dwelling unit shall be 1.8 persons per dwelling unit, and the police services funding shall not exceed \$250 per each Project lot upon which an active adult residential home is constructed, except that commencing one year after the Effective Date of this Agreement, City may increase or decrease, as appropriate, such \$250 maximum owing per active adult residential dwelling pursuant to the Consumer Price Index for the San Francisco Bay Area. The requirements of this Section 2.11.2 shall be waived if the City imposes a special tax or other form of revenue generation on all City residents dedicated specifically for the purpose of funding police services, which shall not include the business license tax approved by voters in 2014 (Measure O) or any additional sales tax or extension of such sales tax.

2.12. Establishment of Facilities and Infrastructure Financing Mechanisms.

2.12.1 Upon Developer's request and in connection with the development of any phase of the Project, City shall consider, in its sole and absolute discretion, establishing a mechanism(s) that is legal and available to the City to aid in financing the construction, maintenance, operation of (or other financeable aspect of) "**Facilities and Infrastructure.**" "Facilities and Infrastructure" as used in this Agreement shall mean and include all onsite facilities and infrastructure and all offsite facilities and infrastructure needed for the Project. These mechanisms may include, without limitation, direct funding of condemnation costs and construction costs, acquisition of improvements, establishing reserve accounts to fund capital improvement program projects, Landscaping and Lighting Districts, Mello-Roos Districts, Community Facilities Districts, Infrastructure Finance Districts, special taxes and/or other similar mechanisms (collectively, "**Facilities Financing Mechanism(s)**"), and issuing any debt in connection therewith ("**Debt**"). Included goals of such Facilities Financing Mechanisms shall be to: ensure that each development project using Facilities and Infrastructure pay its proportional share of the cost of providing such Facilities and Infrastructure to such development project ("**Fair Share Contribution**"), that development projects that advance the construction or funding of the construction of all or a portion of such Facilities and Infrastructure ("**Advancing Projects**") be reimbursed for that costs of that construction or construction funding that is in excess of such Advancing Projects' Fair Share Contribution (collectively, "**Reimbursement Amounts**"), and that any and all Reimbursements Amounts owing to Advancing Projects be collected from those other projects that are not Advancing Projects at the earliest stage possible, but no later than building permit issuance.

2.12.2 Developer's request that City establish a Facilities Financing Mechanism and issue Debt shall be made to the City Manager in written form, and shall outline the purposes for which the Facilities Financing Mechanism and Debt will be established or issued, the general terms and conditions upon which it will be established or issued and a proposed timeline for its establishment or issuance.

2.12.3 City's participation in forming any Facilities Financing Mechanisms approved by City (and its operation thereafter) and in issuing any Debt approved by the City will include all of the usual and customary municipal functions associated with such tasks including, without limitation, the formation and administration of special districts, the issuance of Debt, the monitoring and collection of fees, taxes, assessments and charges such as utility charges, the creation and administration of enterprise funds, the enforcement of debt obligations and other

functions or duties authorized or mandated by the laws, regulations or customs relating to such tasks.

ARTICLE 3 COVENANTS OF THE CITY

3.1. Obligations of City Generally. The City shall act in good faith to accomplish the intent of this Agreement, to protect Developer's vested rights provided by this Agreement, and to ensure this Agreement remains in full force and effect. City shall cooperate with Developer so that Developer receives the benefits of and the rights vested by this Agreement, including prompt and timely action and assistance in (a) forming a Communities Facilities District(s) or other appropriate financing district(s) or mechanisms, and (b) obtaining from other governmental entities necessary or desirable permits or other approvals for the Project. To this end, any part of the Applicable Law that involves the exercise of judgment, discretion and/or action by City Staff, the City Planning Commission and/or the City Council shall require that such exercise of judgment, discretion and/or action be done in a reasonable manner.

3.2. Eminent Domain. Developer shall purchase any and all real property interests necessary to allow it to construct the public improvements required by the Project Approvals. In the event that an affected property owner has rejected an offer by Developer, based upon fair market value as determined by an appraisal prepared by a City-approved appraiser in cooperation with City, Developer may request City assistance. Provided that Developer provides adequate funding and enters into an agreement with the City setting forth the terms of City's obligations, in a form approved by City in its reasonable discretion, City shall promptly and timely negotiate and seek the purchase of the necessary property, including the possible consideration of City's use of its power of eminent domain (condemnation) to acquire such real property interests. Developer shall pay all costs associated with such acquisition or condemnation proceedings. Nothing herein is intended to or shall prejudice or commit City regarding any findings and determinations required to be made in connection with adoption of a resolution of necessity.

3.3. Vested Development Rights. Through this Agreement and the Applicable Law it describes, Developer has the vested right to develop the Property in accordance with the Applicable Law, which Applicable Law includes this Agreement, the City Regulations and the Project Approvals, with the reservations of authority set forth in Section 3.6 below. Any City ordinance, resolution, minute order, rule, motion, policy, standard, specification, or a practice adopted or enacted by City, its staff or its electorate (through their powers of initiative, referendum, recall or otherwise) that is not part of the Applicable Law and that takes effect on or after the Effective Date is hereby referred to as a "New City Law(s)." During the Term, no New City Law(s) shall be applied to the Project and/or Property except as otherwise set forth herein, including without limitation, the New City Laws set forth in Section 3.6 below.

3.4. Permitted Uses. The permitted uses of the Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings and other structures, except as such may be limited by any design review approvals yet to be obtained; and provisions for reservation or dedication of land for public purposes and other terms and conditions applicable to the Project/Property shall be those set forth in the Project Approvals, which City confirms and vests by this Agreement. As Subsequent Approvals are adopted and therefore become part of the Applicable Law, the Subsequent Approvals will refine the permitted uses, density and/or intensity

of use, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to the Project/Property. City shall not require Developer to reserve or dedicate land for public purposes except as expressly required by the Applicable Law, including without limitation, the Project Approvals.

3.5. Subdivision and Other Agreements. The City shall not require Developer to enter into any subdivision or other agreement that is inconsistent with the Applicable Law or that requires more work than is required by the Applicable Law, provided however that the Parties agree and understand that Developer will be required to enter into subdivision improvement agreements as set forth in this Agreement. The City shall allow Developer to file multiple final maps, if Developer desires, in accordance with the Subdivision Map Act, as amended from time to time.

3.6. City's Reservations of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property:

3.6.1 New City Laws regarding Processing Fees, provided such Processing Fees are adopted pursuant to controlling law and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

3.6.2 New City Laws relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

3.6.3 New City Laws governing construction standards and specifications, including (a) City's building code, plumbing code, mechanical code, electrical code and fire code and grading code, (b) all uniform construction codes applicable in City at the time of building permit issuance, and (c) design and construction standards for road and storm drain facilities; provided any such regulation has been adopted and uniformly applied by City on a citywide basis and has not been adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

3.6.4 New City Laws that may be in conflict with this Agreement or the Project Approvals but that are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, why there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition. Changes in laws, regulations, plans or policies that are specifically mandated and required by changes in state or federal laws or regulations that require such to apply to the Project.

3.6.5 Notwithstanding anything to the contrary provided herein, as provided in the Statute at Section 65869.5: "In the event that state or federal law or regulations, enacted after [this Agreement] has been entered into, prevent or preclude compliance with one or more provisions of [this Agreement], such provisions of [this Agreement] shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations."

3.6.6 Notwithstanding anything to the contrary provided herein, Developer shall have the right to challenge in court any New City Laws that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement, including without limitation any of the items listed in this Section 3.6 (subsections 3.6.1 through 3.6.6).

ARTICLE 4 AMENDMENT

4.1. Amendment to Approvals. To the extent permitted by state and federal law, any Project Approval (hereafter in the ARTICLE 4, an “**Approval**”) may, from time to time, be amended or modified in the following manner:

4.1.1 Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to an Approval, the Director of Community Development, or his/her designee (collectively “**Authorized Official**”) shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project Approvals as a whole; and (ii) whether the requested amendment or modification is substantially consistent with Applicable Law. If the Authorized Official finds that the proposed amendment or modification is minor, substantially consistent with Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an “**Administrative Project Amendment**” and the Authorized Official may, except to the extent otherwise required by law, approve the Administrative Project Amendment, following consultation with other relevant City staff, without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, non-substantial reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the design and location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project Approvals, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

4.1.2 Non-Administrative Amendments. Any request of Developer for an amendment or modification to an Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

4.1.3 Amendment Exemptions. Amendment of an Approval requested by Developer shall not require an amendment to this Agreement. Instead, the amendment automatically shall be deemed to be incorporated into the Project Approvals and vested under this Agreement.

4.2. Amendment of This Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

4.2.1 Administrative Amendments. The City Manager and City Attorney are authorized on behalf of the City to enter into any amendments to this Agreement other than amendments which substantially affect (i) the term of this Agreement (excluding extensions of time for performance of a particular act), (ii) permitted uses of the Property, (iii) provisions for the reservation or dedication of land, (iv) the density or intensity of use of the Property or the maximum height or size of proposed buildings, or (v) monetary payments by Developer. Such amendments (“**Administrative Agreement Amendment**”) shall, except to the extent otherwise required by law, become effective without notice or public hearing.

4.2.2 Non-Administrative Amendments. Any request of Developer for an amendment or modification to this Agreement which is determined not to be an Administrative Agreement Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

4.2.3 Subsequent Approvals. No amendment of this Agreement shall be required in connection with the issuance/approval of any Subsequent Approval Developer seeks and secures or any New City Laws that Developer elects to be subject to (in Developer’s sole and exclusive discretion) (“**New City Regulation**”). Any such Subsequent Approval or New City Regulation shall be vested into by Developer and City when it becomes effective under controlling law. City shall not amend or issue any Subsequent Approval unless Developer requests such an amendment or issuance from City.

ARTICLE 5 ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

5.1. Assignment of Interests, Rights and Obligations. Nothing in this Agreement shall limit the right of Developer to freely alienate, transfer or assign (“**Assign**” or “**Assignment**”) all or any portion of the Property, except that Developer may only Assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto, subject to both of the following:

5.1.1 The requirements of this ARTICLE 5; and

5.1.2 To a third party who acquires an interest or estate in Developer and/or the Property or any portion thereof including, without limitation, a third party who is a purchaser or ground lessee of lots, parcels or improvements (an “**Assignee**”).

5.2. Assignment Agreements.

5.2.1 Written Assignment Agreement. In connection with an Assignment by Developer (other than an Assignment by Developer to an Affiliated Party (as defined below), to a Mortgagee (as defined below in 5.4) or to a Home Purchaser (as defined below in 5.3)), Developer and the Assignee shall enter into a written agreement (an “**Assignment Agreement**”), with City’s consent in writing to such Assignment, which consent shall not be unreasonably withheld, regarding the respective interests, rights, benefits, burdens and obligations (collectively, “benefits and burdens”) of Developer and the Assignee in and under this Agreement and the Project Approvals. Such Assignment Agreement shall (i) set forth the benefits and burdens of this Agreement and/or the Project Approvals that are being assigned to Assignee, (ii) transfer to the

Assignee the benefits and burdens of this Agreement and/or the Project Approvals that are being assigned, and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the Assignment. Developer shall notify the City in writing that Developer plans to execute a Assignment Agreement at least 30 days in advance of the proposed execution date of the Assignment Agreement, and Developer shall provide City with such information as may be required by City to demonstrate the Assignee's qualifications (including financial ability) to the Assignment. City shall have 30 days from the date of receipt of such notice from Developer to review the information and to provide City's determination to Developer regarding City's consent to the Assignment. City may withhold its consent to the Assignment if the City reasonably determines that the Assignee, or an entity with similar or related ownership or control as Assignee, lacks the financial ability to assume the obligations involved with the Assignment or the Assignment Agreement does not adequately address the division of the obligations and requirements of this Agreement. If City consents to the Assignment, Developer shall be released from its benefits and burdens as set forth in the Assignment Agreement. If City does not consent to the Assignment, City shall provide its reasons in writing and shall meet with Developer in good faith to determine what additional information may be necessary for City to provide its consent. An "**Affiliated Party**" is defined as any corporation, limited liability company, partnership or other entity which is controlling of, controlled by, or under common control with Developer, and "**control**," for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

5.2.2 Binding. Upon City approval of, execution and recordation in the Official Records of Contra Costa County of an Assignment Agreement, and a "**Memorandum of Assignment**" (in a form substantially similar to the Memorandum of Assignment set forth in *Exhibit D* to this Agreement), the Assignment Agreement shall be binding on Developer, the City and the Assignee, and shall release Developer from those benefits and burdens of this Agreement and the Project Approvals expressly assigned and transferred in the Assignment Agreement.

5.3. Home Purchaser. The burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither an Assignment Agreement nor the City's consent shall be required in connection with, any single-family residence conveyed to a purchaser or leased to a lessee for a period in excess of one year. The purchaser or lessee in such a transaction and its successors ("**Home Purchaser**") shall be deemed to have no obligations under this Agreement.

5.4. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("**Mortgage**"). The foregoing notwithstanding, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to the City's remedies to terminate the rights of Developer and its successors and assigns under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgage**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

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5.4.1 Mortgagee Not Obligated. The provisions of 5.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

5.4.2 Notice of Default to Mortgagee. If the City receives a written notice from a Mortgagee or from Developer requesting a copy of any notice of default given Developer and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee's cost, concurrently with delivery to Developer, any notice with respect to any claim by the City that Developer committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. The City Manager is authorized on behalf of the City to grant to the Mortgagee an extension of time to cure or remedy, not to exceed an additional 60 days.

ARTICLE 6 COOPERATION IN THE EVENT OF LEGAL CHALLENGE; INDEMNITY

6.1. Indemnity. Developer shall defend, indemnify, and hold harmless the City from any legal action brought by any third party concerning: (i) the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Agreement; (ii) the procedures utilized in or the sufficiency of the environmental review associated with this Agreement; and (iii) the implementation of this Agreement through such further actions, measures, procedures, and approvals as are necessary to satisfy the Agreement's requirements. Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not unreasonably be withheld. Developer shall be exclusively responsible for paying all costs, damages, attorney fees, and other court-ordered compensation awarded to any third party (whether awarded against the City, Developer, or any other party) in any legal action in which its Developer's duties to defend, indemnify, and hold the City harmless arise under this Section. City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of any such action.

6.2. Limitations on Indemnity. The parties expressly recognize that the obligations stated in this Article do not require or contemplate that Developer shall indemnify or hold harmless or be responsible for any error, omission, tortious act, intentional act, negligent act, or default of, or any injury caused by, any homeowners association or any City department or dependent special district that is formed by, or that receives funding, as a result of any term or condition of this Agreement.

ARTICLE 7 DEFAULT; TERMINATION; ANNUAL REVIEW

7.1. Default.

7.1.1 Remedies In General; No Damages. City and Developer agree that, as part of the bargained for consideration of this Agreement, in the event of default by either Party, the

only remedy shall be declaratory relief or specific performance of this Agreement. In no event shall either Party, or any of their officers, agents, representatives, officials, employees or insurers, be liable to the other Party for damages, whether actual, consequential, punitive or special, for any breach or violation of this Agreement. The Parties agree that any action or proceeding to cure, correct or remedy any default or to enforce any covenant or promise under this Agreement shall be limited solely and exclusively to the remedies expressly provided. Following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 8 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. As noted above, in no event shall either Party be liable for any damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

7.1.2 Cure Period. Subject to extensions of time by mutual consent in writing of the Parties, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a default. In the event of any alleged default of any term, condition, or obligation of this Agreement, the Party alleging such default shall give the defaulting Party notice in writing specifying the nature of the alleged default and the manner in which such default may be satisfactorily cured (“**Notice of Breach**”). The defaulting Party shall cure the default within 30 days following receipt of the Notice of Breach, provided, however, if the nature of the alleged default is non-monetary and such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available.

7.1.3 Procedure for Default by Developer. If Developer is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in ARTICLE 8 below, City may institute legal proceedings against Developer pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Developer pursuant to California Government Code Section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code Sections 65865, 65867 and 65868 by the City Council within 60 calendar days following the date of delivery of such notice (the “**Default Hearing**”). Developer shall have the right to offer written and oral testimony prior to or at the time of said public hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Developer by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Developer files an action to challenge City’s termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City’s termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section shall not be interpreted to

constitute a waiver of section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

7.1.4 Procedure for Default by City. If the City is alleged by Developer to be in default under this Agreement, then after notice and expiration of the cure period and completion of the dispute resolution procedures below, Developer may enforce the terms of this Agreement by an action at law or in equity, subject to the limitations set forth above.

7.2. Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, or a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, enactment or imposition against the Project of any moratorium, or any time period for legal challenge of such moratorium by Developer, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals, Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than the City necessary for the development of the Project pursuant to this Agreement, or Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Developer. Upon the request of either Party, an extension of time for the performance of any obligation whose performance has been so prevented or delayed shall be memorialized in writing. The City Manager is authorized on behalf of the City to enter into such an extension. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon.

7.3. Annual Review. Throughout the term of this Agreement, at least once every 12 months, Developer shall provide City with a written report in demonstrating Developer's good-faith compliance with the terms and conditions of this Agreement (the "**Written Report**"). City's City Manager and City Attorney shall review the Written Report to determine whether Developer is in good-faith compliance with the terms of the Agreement and, if they have concerns about Developer's compliance, shall schedule a review before the City Council (the "**Periodic Review**"). At least 10 days prior to the Periodic Review, the City shall provide to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review (and, to the extent practical, related exhibits) concerning Developer's performance. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. If before the public hearing, such response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Developer has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within two months, or (b) notify Developer in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Developer has

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complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

7.4. Notice of Compliance. Within 30 days following any written request which Developer or a Mortgagee may make from time to time, the City shall execute and deliver to the requesting party (or to any other party identified by the requesting party) a written “**Notice of Compliance**”, in recordable form, duly executed and acknowledged by the City, that certifies: (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of the modifications; (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any default; and (c) any other information reasonably requested by Developer or the Mortgagee. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the City that this Agreement is in full force and effect without modification except as may be represented by Developer and that there are no uncured defaults in the performance of Developer, except as may be represented by Developer. Developer shall have the right, in its sole discretion, to record the Notice of Compliance.

ARTICLE 8 DISPUTE RESOLUTION

8.1. Dispute; Confidentiality. Any controversy or dispute arising out of or related to this Agreement, or the development of the Project (a “**Dispute**”), shall be subject to private negotiation among the Parties, and if then not resolved shall be subject to non-binding mediation followed by litigation, if necessary, as set forth below. Each Party agrees that any Dispute, and all matters concerning any Dispute, will be considered confidential and will not be disclosed to any third-party except (a) disclosures to a Party’s attorneys, accountants, and other consultants who assist the Party in the resolution of the Dispute, (b) as provided below with respect to the mediation, and (c) as otherwise required by law, including without limitation, the California Public Records Act or the City’s Municipal Code.

8.2. Private Negotiation. If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within 30 days from a written request for a negotiation, then the Dispute shall be submitted to mediation pursuant to 8.3.

8.3. Mediation. Within 15 days following the written request to negotiate, either Party may initiate non-binding mediation (the “**Mediation**”), conducted by JAMS/Endispute, Inc. (“**JAMS**”) or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 15 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator’s fees and expenses, but each Party shall pay its own attorneys’ and expert witness fees and any other associated costs.

8.4. Injunction. Nothing in this ARTICLE 8 shall limit a Party's right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

ARTICLE 9 MISCELLANEOUS

9.1. Defined Terms; Citations. The capitalized terms used in this Agreement, unless the context obviously indicates otherwise, shall have the meaning given them in this Agreement. Except as otherwise expressly stated, all citations are to the Government Code of the State of California.

9.2. Enforceability. As provided in Section 65865.4, this Agreement shall be enforceable by either Party notwithstanding any change enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or resolution or other rule, regulation or policy adopted by the City that changes, alters or amends the ordinances, rules, regulations and policies included in the Applicable Law, except as this Agreement may be amended or canceled pursuant to Section 65868 or modified or suspended pursuant to Section 65869.5.

9.3. Other Necessary Acts. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals or this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

9.4. Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to this Agreement or the Project Approval, as it may be amended from time to time. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

9.5. Covenants Running with the Land. Subject to the Assignment provisions in ARTICLE 5, all of the provisions contained in this Agreement shall be binding upon and benefit the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of, or interest in, the Property, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property and is for the benefit of and binding upon the owner, Developer, and each successive owner of all or a portion of the Property, during its ownership of such property.

9.6. Attorneys' Fees. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post-judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses"

include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party which is determined in the proceeding to have prevailed or which prevails by dismissal, default or otherwise.

9.7. No Agency, Joint Venture or Partnership. The City and Developer disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Developer. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as creating any relationship other than a contractual relationship between the City and Developer.

9.8. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns subject to the express provisions relating to successors and assigns, and no other party other than a Mortgagee will have any rights, interest or claims or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9.9. Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes: (A) upon receipt on any City business day before 5:00 PM local time and on the next City business day if received after 5:00 PM or on other than a City business day, including without limitation, in the case of (i) personal delivery, or (ii) delivery by messenger, express or air courier or similar courier, or (B) five days after being duly mailed certified mail, return receipt requested, postage prepaid, all addressed as follows:

If to City:	City of Antioch Attention: City Manager 200 H Street Antioch, CA 94509 Telephone: (925) 779-7011 Facsimile: (925) 779-7003
With a mandatory copy to:	City Attorney City of Antioch 200 H Street Antioch, CA 94509 Telephone: (925) 779-7015 Facsimile: (925) 779-7003
If to Developer:	GBN Partners, LLC Attention: Matthew D. Beinke 3820 Blackhawk Road Danville, CA 94506 Telephone: (925) 736-1571 Facsimile: (925) 736-0309
With a mandatory copy to:	Nossaman LLP Attention: Michael Patrick Durkee 50 California Street, 34 th Floor

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San Francisco, CA 94111
Telephone: (415) 398-3600
Facsimile: (415) 398-2438

In this Agreement "City business days" means days that the Antioch City Hall is open for business and does not currently include Saturdays, Sundays, and federal and state legal holidays. Either Party may change its address by written notice to the other on five business days' prior notice in the manner set forth above. Receipt of communication by facsimile shall be sufficiently evidenced by a machine-generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving Party shall promptly notify the transmitting Party of any transmission problem and the transmitting Party shall promptly resend any affected pages.

9.10. Entire Agreement and Exhibits. This Agreement constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter of this Agreement. No oral statements or prior written matter not specifically incorporated in this Agreement shall be of any force and effect. No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Developer. The following exhibits are attached to this Agreement and incorporated for all purposes:

- | | |
|------------------|--------------------------------|
| <i>Exhibit A</i> | Property Description. |
| <i>Exhibit B</i> | Existing Approvals. |
| <i>Exhibit C</i> | Ordinance Approving Agreement. |
| <i>Exhibit D</i> | Memorandum of Assignment. |

9.11. Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

9.12. Recordation of Development Agreement. Pursuant to Section 65868.5, no later than ten days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Contra Costa.

This Agreement has been entered into by and between Developer and the City as of the Effective Date.

CITY:

City of Antioch, a municipal corporation

By: _____

APPROVED AS TO FORM:

By:

City Attorney

ATTEST:

By:

City Clerk

DEVELOPER:

GBN Partners, LLC, a Delaware limited liability company

By: _____
Matthew D. Beinke, Partner

APPROVED AS TO FORM:
Nossaman LLP

By:

Attorneys for Developer

C24

Exhibit A

AUGUST 14, 2015
JOB NO.: 514-072

**LEGAL
DESCRIPTION
GINOCHIO PROPERTY (PARCEL ONE 2014-
0150641) ANTIOCH, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED AND SHOWN IN THAT CERTAIN DOCUMENT ENTITLED "PW 443-03-14 LOT LINE ADJUSTMENT", RECORDED SEPTEMBER 5, 2014, INSTRUMENT NO. 2014-0150641, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL C, AS SAID PARCEL C IS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 5, 2002, IN INSTRUMENT NO. 2002-0312734 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE CONTRA COSTA COUNTY.

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE NORTHEASTERN CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID SOUTHEAST QUARTER, NORTH 89°22'08" WEST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 89°22'08" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 1,562.40 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL C, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHERN LINE OF PARCEL C, NORTH 14°36'23" WEST 100.92 FEET;

THENCE, NORTH 58°51'12" WEST 887.40

FEET; THENCE, NORTH 89°23'27" WEST 91.74

FEET;

THENCE, SOUTH 75°29'23" WEST 158.77 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL C;

075

THENCE, ALONG SAID WESTERN LINE, SOUTH 00°58'52" WEST 506.47 FEET
TO THE SOUTHWESTERN CORNER OF SAID PARCEL C;
THENCE, ALONG SAID WESTERN LINE, SOUTH 00°58'52" WEST 506.47 FEET
TO THE SOUTHWESTERN CORNER OF SAID PARCEL C;

LEGAL DESCRIPTION
PAGE 2 OF 2

AUGUST 14, 2015
JOB NO.: 514-072

THENCE, FROM SAID SOUTHWESTERN CORNER, ALONG SAID SOUTHERN LINE
OF PARCEL C, SOUTH 89°22'08" EAST 1,039.10 FEET TO SAID POINT OF
BEGINNING.

TOGETHER THEREWITH, THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1
NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF SAID SOUTHEAST QUARTER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF

SAID
SOUTHEAST QUARTER, NORTH 89°22'08" WEST (THE BEARING OF SAID NORTHERN
LINE BEING TAKEN AS NORTH 89°22'08" WEST FOR THE PURPOSE OF
MAKING THIS DESCRIPTION) 1,562.40 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 14°36'23" EAST 281.45

FEET; THENCE, SOUTH 61°13'41" EAST 51.04 FEET;

THENCE, NORTH 57°49'21" EAST 516.24

FEET; THENCE, SOUTH 89°22'08" EAST

324.45 FEET;

THENCE, SOUTH 59°24'33" EAST 788.29 FEET TO A POINT ON THE
EASTERN LINE OF SAID SOUTHEAST QUARTER;

THENCE, ALONG SAID EASTERN LINE, NORTH 00°55'42" EAST 409.59 FEET
TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY
THIS REFERENCE MADE A PART HEREOF.

**END OF
DESCRIPTION**

SABRINA KYLE PACK, P.L.S.L.S.
NO. 8164

C26

AUGUST 14, 2015
JOB NO.: 514-072

**LEGAL
DESCRIPTION
20' WIDE SANITARY SEWER EASEMENT GINOCCHIO
PROPERTY (PARCEL ONE 2014-0150641)
ANTIOCH, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED AND SHOWN IN THAT CERTAIN DOCUMENT ENTITLED "PW 443-03-14 LOT LINE ADJUSTMENT", RECORDED SEPTEMBER 5, 2014, INSTRUMENT NO. 2014-0150641, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND TWENTY (20.00) FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE OF SECTION 9, SAID POINT BEING THE NORTHEASTERN CORNER OF SAID PARCEL ONE (2014-0150641);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL ONE (2014-0150641), NORTH 89°56'08" WEST 14.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERN LINE, ALONG A LINE PARALLEL WITH AND FOURTEEN (14.00) FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERN LINE OF SAID PARCEL ONE, SAID LINE ALSO BEING THE EASTERN LINE OF SAID SECTION 9, SOUTH 00°52'52" WEST 1,003.69 FEET;

THENCE, LEAVING SAID PARALLEL LINE, NORTH 89°00'28" WEST 1,073.72 FEET;

THENCE, SOUTH 00°59'32" WEST 164.23

FEET; THENCE, NORTH 89°00'28" WEST

387.00 FEET; THENCE, NORTH 00°59'32"

EAST 164.23 FEET;

LEGAL DESCRIPTION
PAGE 2 OF 2

AUGUST 14, 2015
JOB NO.: 514-072

THENCE, NORTH 89°00'28" WEST 1,124.27 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL ONE (2014-0150641), SAID LINE ALSO BEING THE WESTERN LINE OF THE NORTHEAST QUARTER OF SECTION 9, SAID POINT ALSO BEING THE POINT OF TERMINUS FOR THIS DESCRIPTION.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE ON SAID NORTHERN LINE AND SAID WESTERN LINE OF PARCEL ONE (2014-0150641).

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

079

Exhibit B
Existing Approvals.

1. Resolution No. ___ certifying the Environmental Impact Report for the Vineyards at Sand Creek Project, adopting Findings of Fact, and adopting a Mitigation Monitoring and Reporting Program.
2. Resolution No. ___ approving a General Plan Amendment of the project site from Business Park, Public/Quasi-Public, and Open Space/Senior Housing designations to Medium Low Density Residential and Open Space as well as amendment to the text of the Sand Creek Focus Area of the General Plan (GP-14-01).
3. Ordinance No. ___ approving a Development Agreement between the City of Antioch and GBN Partners, LLC.
4. Ordinance No.)___ approving a Rezone of the project site to Planned Development, approving a Master Development Plan, Final Development Plan, and Planned Development and Design Standards (PD-14-03).
5. Resolution No. ___ approving a Vesting Tentative Map/Final Development Plan and Resource Management Plan consisting of 641 units (Subdivision 9390).

Exhibit C

Ordinance approving this Agreement.

Exhibit D

NO FEE DOCUMENT per Government Code § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attention: City Manager and City Attorney

Memorandum of Assignment

This "**Memorandum of Assignment**" (the "**Agreement**") relates to that Development Agreement by and between the City of Antioch and GBN Partners, LLP, dated _____, 2016, ("Development Agreement") and the recording and use of the Agreement on that certain below-described real property ("Subject Property"). This Agreement is entered into by GBN Partners, LLC, a Delaware limited liability company ("Developer") and _____ [owner of Subject Property] ("Assignee"), which Developer and Assignee likewise entered into a "Assignment Agreement" pursuant to Section _____ of the Agreement.

The Subject Property is more particularly described in *Exhibit* _____, attached hereto and incorporated herein by this reference as if set forth in full.

The Subject Property is burdened and benefitted by and otherwise bound and subject to each and every term and condition of the Development Agreement, as more specifically described in this Agreement and the Assignment Agreement, and Developer is released and therefore no longer burdened and benefitted by and otherwise bound and subject to each and every term and condition of the Agreement as relates to the Subject Property.

[Parties to delineate how all obligations, such as parks, roads, etc. are being distributed amongst the Developer and Assignee]

ATTACHMENT "D"

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE THE APPROXIMATELY 141 ACRE VINEYARDS AT SAND CREEK PROJECT SITE (APNs 057-030-003, 057-030-007), FROM STUDY ZONE (S) TO PLANNED DEVELOPMENT DISTRICT (PD)

The City Council of the City of Antioch does ordain as follows:

SECTION 1:

The City Council determined on February 9, 2016, that, pursuant to Section 15074 of the Guidelines of the California Environmental Quality Act, and after full consideration of the Environmental Impact Report and Mitigation Monitoring and Reporting Program prepared for project, and on the basis of the whole record before it, the Environmental Impact Report for the Promenade/Vineyards at Sand Creek project should be certified.

SECTION 2:

At its regular meeting of January 6, 2016, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Study Zone (S) to Planned Development District (PD-14-03) for the Vineyards at Sand Creek Project.

SECTION 3:

The real property described in Exhibit A, attached hereto, is hereby rezoned from Study Zone (S) to Planned Development District (PD-14-03) for the Vineyards at Sand Creek Project, and the zoning map is hereby amended accordingly.

SECTION 4:

The development standards, as defined below, for the subject property (APNs 057-030-003, 057-030-007), known as The Vineyards at Sand Creek Project, are herein incorporated into this ordinance, and are binding upon said property.

**Development Standards for the Proposed Promenade/Vineyards at Sand Creek
Planned Development District (PD-14-03)**

Development Standards for the Proposed Vineyards at Sand Creek Planned Development District	Proposed PD Zoning Standards for Single-Family Residential (SF)	Proposed PD Zoning Standards for Active Adult Residential (AA)
Maximum Density	<u>All Lot Types:</u> 4.6 dwelling units per gross acre (5.5 dwelling units per net developable acre)	<u>All Lot Types:</u> 4.6 dwelling units per gross acre (5.5 dwelling units per net developable acre)
Maximum Number of Units	<u>All Lot Types:</u> 641 Single Family Residences	<u>All Lot Types:</u> 641 Active Adult Residences
Minimum Lot Size	<u>Lot Type A:</u> 45'x80', average Lot Size 4,200 SF <u>Lot Type B:</u> 50'x80', average Lot Size 4,630 SF <u>Lot Type C:</u> 50'x90', average Lot Size 5,160 SF	<u>Lot Type A:</u> 45'x80', average Lot Size 4,200 SF <u>Lot Type B:</u> 50'x80', average Lot Size 4,630 SF <u>Lot Type C:</u> 50'x90', average Lot Size 5,160 SF
Minimum Lot Width	<u>Lot Type A:</u> All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way. <u>Lot Type B and C:</u> All lots shall have a minimum width of 50 feet at a distance of 20-feet from the right of way.	<u>Lot Type A:</u> All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way. <u>Lot Type B and C:</u> All lots shall have a minimum width of 50 feet at a distance of 20-feet from the right of way.
Minimum Front Yard Setbacks	<u>All Lot Types:</u> 10 foot minimum to porch front, 12 foot minimum to living space, (reserved for landscaping only, excluding driveways).	<u>All Lot Types:</u> 10 foot minimum to porch front, 12 foot minimum to living space, (reserved for landscaping only, excluding driveways).
Minimum Side Yard Setbacks	<u>Lot Type A Interior lot:</u> 4 foot minimum. <u>Lot Type A Corner lot:</u> 4 foot interior/9 foot street-side. <u>Lot Type B and C Interior lot:</u> 5 foot.	<u>Lot Type A Interior lot:</u> 4 foot minimum. <u>Lot Type A Interior 'Active Adult' Duet lot:</u> 0 foot minimum (duet) one side and 4 foot minimum alternate side.

Development Standards for the Proposed Vineyards at Sand Creek Planned Development District	Proposed PD Zoning Standards for Single-Family Residential (SF)	Proposed PD Zoning Standards for Active Adult Residential (AA)
	<p><u>Lot Type B and C Corner lot:</u> 5 foot interior/10 foot street-side.</p> <p>Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Municipal Code Section 9-5.801.</p>	<p><u>Lot Type A Corner lot:</u> 4 foot interior/9 foot street-side.</p> <p><u>Lot Type A Corner 'Active Adult' Duet lot:</u> 0 foot minimum interior/9 foot streetside.</p> <p><u>Lot Type B and C Interior lot:</u> 5 foot.</p> <p><u>Lot Type B and C Interior 'Active Adult' Duet lot:</u> 0 foot minimum one side and 5 foot minimum alternate side.</p> <p><u>Lot Type B and C Corner lot:</u> 5 foot interior/10 foot street-side.</p> <p><u>Lot Type B and C Corner 'Active Adult' Duet lot:</u> 0 foot minimum interior/10 foot streetside.</p> <p>Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Municipal Code Section 9-5.801.</p>
Minimum Rear Yard Setbacks	<p><u>Lot Type A, B, and C:</u> 10 foot minimum/12 foot average.</p> <p><u>Additionally, Lot Type C with lots deeper than 95 feet:</u> 15 foot minimum/18 foot average.</p>	<p><u>All Lot Types:</u> 10 foot minimum/12 foot average.</p> <p><u>Lot Type C with lots deeper than 95 feet:</u> 15 foot minimum/18 foot average.</p>
Accessory Structure Setbacks	<p><u>All Lot Types: Interior lot:</u> side yard and rear yard setback is zero feet.</p> <p><u>All Lot Types: Corner lot:</u> street side yard is 10 feet and rear /interior side yard is zero feet.</p>	<p><u>All Lot Types: Interior lot:</u> side yard and rear yard setback is zero feet.</p> <p><u>All Lot Types: Corner lot:</u> street side yard is 10 feet and rear /interior side yard is zero feet.</p>

Development Standards for the Proposed Vineyards at Sand Creek Planned Development District	Proposed PD Zoning Standards for Single-Family Residential (SF)	Proposed PD Zoning Standards for Active Adult Residential (AA)
Covered Patio	<p><u>All Lot Types:</u> Covered Patio/"California Room": A covered area, attached or detached to the main structure, without walls on two or more sides.</p> <p><u>Covered Patio setbacks:</u> 3' minimum to rear and side yard. The wall-less sides of Covered Patios at the rear elevation can encroach further than architectural popouts. A California Room with a solid covered roof (not trellis) is limited to cover no more than 33% of the required rear yard.</p>	<p><u>All Lot Types:</u> Covered Patio/"California Room": A covered area, attached or detached to the main structure, without walls on two or more sides.</p> <p><u>Covered Patio setbacks:</u> 3' minimum to rear and side yard. The wall-less side of Covered Patios at the rear elevation can encroach further than architectural popouts. A California Room with a solid covered roof (not trellis) is limited to no more than 33% of the required rear yard.</p>
Maximum Building Height	<p><u>All Lot Types:</u> 35 feet for single-story profile and two-story structures.</p> <p><u>All Lot Types:</u> 25 feet for one-story structures.</p>	<p><u>All Lot Types:</u> 35 feet for single-story profile and two-story structures.</p> <p><u>All Lot Types:</u> 25 feet for one-story structures.</p>
Maximum Lot Coverage (gross first floor living plus garage area divided by the lot area and does not include Covered Patios/porches)	<p><u>Lot Type A and B:</u> 60% for single-story homes and 54% for two-story homes. No single-story homes required.</p> <p><u>Lot Type C:</u> 60% for single-story or single-story profile homes and 54% for two-story homes. No single-story homes required.</p>	<p><u>Lot Type A and B:</u> 60% for single-story; 54% for two-story and single-story profile homes. No two-story homes required.</p> <p><u>Lot Type C:</u> 63% for single story homes. 54% for two-story and single-story profile homes. No two-story homes required.</p> <p>If developed as an Active Adult community, all homes are expected to be single-story – either detached or as duets, based upon market preferences. No two-story homes shall be required in an Active Adult community.</p>

Development Standards for the Proposed Vineyards at Sand Creek Planned Development District	Proposed PD Zoning Standards for Single-Family Residential (SF)	Proposed PD Zoning Standards for Active Adult Residential (AA)
Parking and Driveways	<p><u>All Lot Types:</u> 20-foot minimum setback to garage door for lots with sidewalk along frontage. 18-foot minimum setback to garage door for lots without sidewalk along frontage. Garage provides at least two off-street parking spaces. One on-street parking space must be provided in front of, or for corner lots the parking space may be on the street side yard of - each house (at least 20 feet of curb with exceptions for cul-de-sacs).</p>	<p><u>All Lot Types:</u> 20-foot minimum setback to garage door for lots with sidewalk along frontage. 18-foot minimum setback to garage door for lots without sidewalk along frontage. Garage provides at least two off-street parking spaces. One on-street parking space must be provided in front of, or for corner lots the parking space may be on the street side yard of - each house (at least 20 feet of curb with exceptions for cul-de-sacs).</p>
Driveway Width	<p><u>Lot Type A:</u> Driveway width not to exceed 45% of lot frontage.</p> <p><u>Lot Type B and C:</u> Driveway width not to exceed 40% of lot frontage.</p>	<p><u>Lot Type A:</u> Driveway width not to exceed 45% of lot frontage.</p> <p><u>Lot Type B and C:</u> Driveway width not to exceed 40% of lot frontage.</p>
Landscape Requirements	<p>The landscaped setbacks from arterial streets (Hillcrest Avenue, Heidorn Ranch Road and Sand Creek Road) shall be as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.</p>	<p>The landscaped setbacks from arterial streets (Hillcrest Avenue, Heidorn Ranch Road and Sand Creek Road) shall be as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.</p>
Private Pool Club and Park	<p>A private Pool Club and Parks shall be allowed within in the Vineyards at Sand Creek project.</p>	<p>A private Pool Club and Parks shall be allowed within in the Vineyards at Sand Creek project. If developed as an Active Adult Community, Parcel A Park and Parcel D Park may be adjusted to reflect the Active Adult programming. In no case shall this adjustment result in less park acreage in the gated community.</p>

Development Standards for the Proposed Vineyards at Sand Creek Planned Development District	Proposed PD Zoning Standards for Single-Family Residential (SF)	Proposed PD Zoning Standards for Active Adult Residential (AA)
Model Home Complexes	One or more model home complexes that showcase the different lot sizes and products shall be allowed within the Vineyards at Sand Creek project.	One or more model home complexes that showcase the different lot sizes and products shall be allowed within the Vineyards at Sand Creek project.
RV Parking	The project shall not be required to provide onsite or offsite RV Parking. This exclusion shall be included in the community's CC&R's.	The project shall not be required to provide onsite or offsite RV Parking. This exclusion shall be included in the community's CC&R's.
Private Curbs	VSC Private Streets shall have the option of providing a beveled-curb as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.	VSC Private Streets shall have the option of providing a beveled-curb as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.

SECTION 5:

The City Council finds that the public necessity requires the proposed zone change; that the subject property is suitable to the use permitted in the proposed zone change; that said permitted use is not detrimental to the surrounding property; and that the proposed zone change is in conformance with the Antioch General Plan.

SECTION 6:

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 9th day of February, 2016, and passed and adopted at a regular meeting thereof, held on the ___ day of ____, 2016.

AYES:

NOES:

ABSENT:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch

EXHIBIT A

AUGUST 14, 2015
JOB NO.: 514-072

**LEGAL DESCRIPTION
GINOCHIO PROPERTY (PARCEL ONE 2014-0150641)
ANTIOCH, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED AND SHOWN IN THAT CERTAIN DOCUMENT ENTITLED "PW 443-03-14 LOT LINE ADJUSTMENT", RECORDED SEPTEMBER 5, 2014, INSTRUMENT NO. 2014-0150641, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL C, AS SAID PARCEL C IS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 5, 2002, IN INSTRUMENT NO. 2002-0312734 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE CONTRA COSTA COUNTY.

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE NORTHEASTERN CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID SOUTHEAST QUARTER, NORTH 89°22'08" WEST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 89°22'08" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 1,562.40 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL C, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHERN LINE OF PARCEL C, NORTH 14°36'23" WEST 100.92 FEET;

THENCE, NORTH 58°51'12" WEST 887.40 FEET;

THENCE, NORTH 89°23'27" WEST 91.74 FEET;

THENCE, SOUTH 75°29'23" WEST 158.77 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL C;

THENCE, ALONG SAID WESTERN LINE, SOUTH 00°58'52" WEST 506.47 FEET TO THE SOUTHWESTERN CORNER OF SAID PARCEL C;
THENCE, ALONG SAID WESTERN LINE, SOUTH 60
THE SOUTHWESTERN CORNER OF SAID PARCEL C;

LEGAL DESCRIPTION
PAGE 2 OF 2

AUGUST 14, 2015
JOB NO.: 514-072

THENCE, FROM SAID SOUTHWESTERN CORNER, ALONG SAID SOUTHERN LINE OF PARCEL C, SOUTH 89°22'08" EAST 1,039.10 FEET TO SAID POINT OF BEGINNING.

TOGETHER THEREWITH, THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF SAID SOUTHEAST QUARTER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF

SAID SOUTHEAST QUARTER, NORTH 89°22'08" WEST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 89°22'08" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 1,562.40 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 14°36'23" EAST 281.45

FEET; THENCE, SOUTH 61°13'41" EAST 51.04 FEET;

THENCE, NORTH 57°49'21" EAST 516.24

FEET; THENCE, SOUTH 89°22'08" EAST

324.45 FEET;

THENCE, SOUTH 59°24'33" EAST 788.29 FEET TO A POINT ON THE EASTERN LINE OF SAID SOUTHEAST QUARTER;

THENCE, ALONG SAID EASTERN LINE, NORTH 00°55'42" EAST 409.59 FEET TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

**END OF
DESCRIPTION**

SABRINA KYLE PACK, P.L.S.
L.S. NO.
8164

D9

ATTACHMENT "E"

RESOLUTION NO. 2016/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING OF A VESTING TENTATIVE MAP/FINAL DEVELOPMENT PLAN AND RESOURCE MANAGEMENT PLAN FOR THE VINEYARDS AT SAND CREEK PROJECT

WHEREAS, the City received an application from GBN Partners, LLC for approval of a General Plan Amendment of the Sand Creek Focus Area of the General Plan to Medium Low Density Residential and Open Space as well as a text amendment; a Development Agreement; a Planned Development Rezone, Master Development Plan, Final Development Plan; Vesting Tentative Map/Final Development Plan and a Resource Management Plan for the development of a 641 unit single family residential community on approximately 141 acres (GP-14-01, PD-14-03, Subdivision 9390). The project is located on the easterly side of the Sand Creek Focus Area, east of the current terminus of Hillcrest Avenue, west of Heidorn Ranch Road and north of Sand Creek (APNs 057-030-003, 057-030-007); and

WHEREAS, the Planning Commission on January 6, 2016 recommended adoption of the Final Environmental Impact Report and Mitigation Monitoring and Reporting Program, Development Agreement, Planned Development Rezone, and Vesting Tentative Map and Resource Management Plan to the City Council; and,

WHEREAS, a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the City Council on February 9, 2016; and,

WHEREAS, on February 9, 2016, the City Council approved a General Plan land use designation and text amendment; and,

WHEREAS, on _____, 2016, the City Council approved a Development Agreement between the City of Antioch and GBN Partners, LLC; and,

WHEREAS, on _____, 2016, the City Council approved a rezone to Planned Development District (PD-14-03); and,

WHEREAS, the City Council duly gave notice of public hearing as required by law; and,

WHEREAS, on February 9, 2016, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

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NOW THEREFORE BE IT RESOLVED, that the City Council makes the following required findings for approval of a Final Development Plan:

1. Each individual unit of the development can exist as an independent unit capable of creating an environment of sustained desirability and stability because each parcel has its own independent parking and access. The uses proposed will not be detrimental to present and potential surrounding uses but instead will have a beneficial effect which could not be achieved under another zoning district due to the General Plan and zoning designations for the project site and the requirement to establish a Planned Development Zoning District and receive approval for a Final Development Plan for each project zoned Planned Development in the City of Antioch;
2. The streets and thoroughfares proposed meet the standards of the City's Growth Management Program and adequate utility service can be supplied to all phases of the development because the project will be constructing all the required streets and utilities to serve the project and the ultimate design, location and size of these improvements will be subject to the approval of the City Engineer;
3. There are no commercial components of the Project;
4. Any deviation from the standard zoning requirements is warranted by the design and additional amenities incorporated in the final development plan which offer certain unusual redeeming features to compensate for any deviations that may be permitted. The project is a small lot subdivision and is substantially in conformance with the applicable zoning requirements for residential development and the Planned Development District development standards established for the project site;
5. The area surrounding the PD district can be planned and zoned in coordination and substantial compatibility with the proposed development because the proposed development is consistent with the General Plan and the area around the Project will also be required to develop according to the General Plan policies; and,
6. The Project and the PD District conform to the General Plan of the City in that the small lot single family residential uses are consistent with the General Plan designation of Medium Low Density Residential for the project site; and,
7. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

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BE IT FURTHER RESOLVED that the City Council does hereby make the following findings for approval of a Vesting Tentative Parcel Map:

1. That the subdivision, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations. The site is has a General Plan Designation of Medium Low Density Residential and is zoned Planned Development and the subdivision will accommodate uses that are consistent with the General Plan on each of the lots created by the subdivision; and,
2. That the subdivision proposed by the Vesting Tentative Map complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations. The proposed subdivision meets the City's criteria for the map. The City's Planning and Engineering staff have reviewed the Vesting Tentative Map and evaluated the effects of the subdivision proposed and have determined that the Vesting Tentative Map as conditioned complies with and conforms to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations.
3. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Antioch does hereby APPROVE a Vesting Tentative Map/Final Development Plan (attached Exhibit A) and Resource Management Plan, for the development of a 641 unit single family residential community on approximately 141 acres on the easterly side of the Sand Creek Focus Area, east of the current terminus of Hillcrest Avenue, west of Heidorn Ranch Road and north of Sand Creek (APNs 057-030-003, 057-030-007) subject to the following conditions:

A. GENERAL CONDITIONS

1. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions or in the development agreement.
2. Concurrent with the first submittal of grading or improvement plans, the applicant shall submit a site plan exhibit showing the site plan as modified by conditions and approvals.
3. Architecture, sound walls, fencing, mailboxes, lighting, any accent paving, addressing, and landscaping for the entire project shall be subject to review and approval by the Planning Commission.

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4. Sound wall locations and elevations for each phase of the project shall be included on the grading plan(s).
5. This approval expires two years from the date of approval (Expires _____, 2018) or alternate date as identified in the signed Development Agreement, pursuant to the Map Act as amended.
6. The applicant shall defend, indemnify, and hold harmless the City in any action brought challenging any land use approval or environmental review for the Project. In addition, applicant shall pay any and all costs associated with any challenge to the land use approval or environmental review for the Project, including, without limitation, the costs associated with any election challenging the Project.
7. Permits or approvals, whether discretionary or ministerial, will not be considered if the applicant is not current on fees, reimbursement and/or other payments that are due the City.
8. All required easements or rights-of-way for improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.
9. All easements of record that are no longer required and affect individual lots or parcels within this project shall be removed prior to or concurrently with the recordation of the final map or executed by separate subsequent instrument as approved by the City Engineer.
10. The applicant shall establish a Home Owners Association (HOA) for this project in conformance with the regulations set forth by the State Bureau of Real Estate. The HOA shall be responsible for maintaining:
 - a. All HOA owned parcels (includes private streets and parks).
 - b. Landscaping in City rights-of-way north of the northerly curb line of Sand Creek Road, west of the westerly curb line of Heidorn Ranch Road, and east of the easterly curb line of Hillcrest Avenue.
 - c. Storm drain facilities (pipes, structures, and basins) north of the northerly curb line of Sand Creek Road, west of the westerly curb line of Heidorn Ranch Road, and east of the easterly curb line of Hillcrest Avenue.
 - d. Sound walls.
 - e. The City shall be reimbursed if it maintains landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter, and curb ramps), storm drain facilities, street lighting, or all

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other HOA facilities and amenities that are not maintained by the HOA to an acceptable City level.

11. Prior to issuance of the 1st building permit, the applicant shall provide draft CC&R's to the City for review. The applicant shall incorporate City comments into the application to the State or provide documentation acceptable to the City for omitting the comments. Prior to issuance of the 25th production building permit or issuance of the 1st Certificate of Occupancy, the applicant shall provide written confirmation of State approval of the CC&R's as outlined in the Development Agreement or as approved by the Community Development Director.
12. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.
13. The property shall annex into or establish and participate in a Lighting and Landscape District (LLD) and accept a level of annual assessments sufficient to maintain:
 - a. The street lights and landscaping adjacent to the project area excluding those areas to be maintained by the HOA (generally medians on Sand Creek Road, half of the median on Heidorn Ranch Road, and half of the median on Hillcrest Avenue).
 - b. The C.3 basin and trails south of Sand Creek Road (Parcel G).
 - c. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.

B. TENTATIVE MAP CONDITIONS

1. The Tentative Map approval is subject to the time lines established in the State of California Subdivision Map Act, as amended.
2. Approval is based upon substantial conformance with the Vesting Tentative Maps dated May 20, 2015, (Subdivision No. 9390).
3. Approval of this tentative map shall not be construed as a guarantee of future extension or re-approvals of this or similar maps.

C. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code. Requests for alternative days/time may be submitted in writing to the City Engineer for consideration.

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2. The project shall be in compliance with and supply all the necessary documentation for AMC 6-3.2: Construction and Demolition Debris Recycling.
3. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The applicant shall post dust control signage with an applicable contact and phone number, City staff, and the air quality control board.
4. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

D. SITE AND PROJECT DESIGN

1. Provisions for mail delivery in the subdivision area shall be reviewed and approved by staff prior to the approval of the small lot final map(s). Applicant shall install mail box facilities as required by the City Engineer.
2. Prior to the approval of the grading plan(s), the City Engineer shall determine if it is necessary to engage soils and structural engineers, as well as any other professionals, deemed necessary to review and verify the adequacy of the building plans submitted for this project. If deemed necessary by the City Engineer, this condition may include field inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the applicant.
3. All proposed improvements shall be constructed to City standards or as approved by the City Engineer.
4. All public streets shall intersect at approximately 90 degrees or as approved by the City Engineer.
5. All driveways shall be perpendicular to the street centerline, or as approved by the City Engineer.
6. All driveways shall be a minimum of five feet from curb return.
7. Monolithic sidewalks with beveled curb shall be 6" thick and reinforced as approved by the City Engineer. Detached sidewalks that will be crossed by vehicles at driveway locations shall be 6" thick and reinforced as approved by the City Engineer. Minimum sidewalks widths shall be as follows:
 - a. Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12" deep by 3" high with ½" lip and 18" gutter).

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- b. Adjacent to vertical curb, 4.5 feet excluding curb.
- c. Detached sidewalk, 5 feet.
8. A minimum of a 20 foot tangent shall extend beyond the return at intersections, or as approved by the City Engineer.
9. All lot sidelines shall be perpendicular or radial to the fronting street centerline, or as approved by the City Engineer.
10. Sight distance triangles shall be maintained per 9-5.1101, Site Obstructions at Intersections of the Antioch Municipal Code or as approved by the City Engineer.
11. Rear and side yard fencing shall be provided for all units. All fences shall be located at the top of slope, or as approved by the City Engineer.
12. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per 9-5.1603 or as approved by the City Engineer.
13. The applicant shall install streetlights within the project area.
14. Street names shall be as approved by the Planning Commission as shown on Exhibit C. Future changes to street names will require Planning Commission review and approval.
15. The applicant shall provide a "checklist" of universal design accessibility features to home buyers as required by Section 17959.6 of the Health and Safety Code.
16. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.
17. Cul-de-sac parking shall be provided as required by the City Engineer.
18. One on-street parking space per lot shall be located within close proximity to the unit served as approved by the City Engineer.
19. The applicant and then the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in a fire-safe and attractive manner.

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20. All fencing adjacent to public open space (trails and basins), shall be wrought iron, black vinyl clad chain link with powder coated posts, or other material as approved by the City Engineer.
21. Sound walls shall be constructed along the lots adjoining or adjacent to Sand Creek Road (Parcel C), Hillcrest Avenue (Parcels B & C), Heidorn Ranch Road (Parcel C & F), 'A' Street between Hillcrest Avenue and 'E' Street (Parcels B & C), and 'B' Street between 'Q' Street and Heidorn Ranch Road (Parcels C & F). Fencing/wall/berm along the street side of Parcel E shall be approved by the Planning Commission. Sound walls along Sand Creek Road shall be a minimum of seven (7) feet high or six (6) feet on a one (1) foot berm in conformance to the sound study. Sound walls at other locations shall be a minimum of six (6) feet high and in conformance to the sound study.
22. All two-car garages shall be a minimum of 20 feet by 20 feet clear inside dimensions or as approved by the Community Development Director.
23. Prior to submitting a final map that creates buildable lots, the applicant shall provide bonding in a sufficient amount to secure all necessary improvements for the phase as described throughout these Conditions of Approval. Such bonds will be released upon satisfactory completion of the corresponding improvements by the applicant.
24. All trails and access roadways shall be constructed as shown on the Tentative Map to the standards for a Class I Bike Path in the 6th Edition of the Caltrans Highway Design Manual or as approved by the City Engineer. The basin access roadway/trail, the Calpine facility access roadway, and landscape on Parcel E shall be constructed in conjunction with the basin on Parcel E. The combination trail/access roadway around the basin on Parcel G shall be constructed in conjunction with the basin on Parcel G.
25. Concurrent with the construction of the adjacent roadways, the applicant shall construct bus turnouts, shelters and benches (or lean bar as approved by Tri-Delta Transit) at the following locations or as approved by the City Engineer:
 - a. East side of Hillcrest Avenue north of 'A' Street.
 - b. West side of Heidorn Ranch Road south of 'B' Street.
26. The shelters shall be constructed with the roadway if bus service to the location is anticipated within the next 6 months by Tri-Delta Transit. If bus service is ultimately anticipated, but not within the next 6 months, a deposit of \$6,000 will be made by the applicant to Tri-Delta Transit. If bus service is not provided to the location and the shelter is not constructed within 10 years of the deposit, the \$6,000 will be returned to the applicant.

E. PHASING CONDITIONS

1. Prior to development of any phase of the subdivision, the applicant shall secure a use permit and design review approval from the Planning Commission for that phase.
2. The order and phasing boundaries of project construction shall conform to the proposed Phasing Plan, dated March 26, 2015, Exhibit B to this resolution. Proposed changes to the Phasing Plan shall be submitted to the City prior to or in conjunction with the use permit application required for the affected phase(s). Changes to the Phasing Plan are subject to approval by the Zoning Administrator or the Planning Commission. Use permits applications are subject to approval by the Planning Commission.
3. **Phase One:**
Prior to the issuance of the 1st building permit within Phase One, the following improvements shall be completed to the satisfaction of the City Engineer:
 - a. Heidorn Ranch Road: Heidorn Ranch Road shall be constructed with west side curb and gutter and west side median curb and gutter, utilities to be placed under the west half of the roadway (with needed laterals for street lights, fire hydrants, irrigation, etc. and asphalt for the southbound bike, turn, and travel lanes from approximately the south right of way of East Bay MUD to the south curb returns of 'B' Street. Design shall be coordinated with the City of Brentwood or their designee.

Prior to the issuance of the 25th building permit and the 1st Certificate of Occupancy for a lot within Phase One, the following improvements shall be completed to the satisfaction of the City Engineer:

- b. Heidorn Ranch Road: Heidorn Ranch Road shall be constructed to the interim configuration with two 12 foot lanes and an 8 foot bike lane southbound and one 12 foot lane and a 4 foot shoulder northbound (or as required by the fire district), landscaped median and western right of way including Parcel F, LED street lights along the western edge of the roadway, turn pockets and other appurtenances, and all utilities to be placed below the surface improvements, including interconnect conduit and pull boxes, from approximately the south right of way of East Bay MUD through the south curb returns of 'B' Street. Improvements shall include conduits and pull boxes for a traffic signal at Heidorn Ranch Road and 'B' Street, all as approved by the City Engineer. Design shall be coordinated with the City of Brentwood or their designee.

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- c. Heidorn Ranch Road/'B' Street traffic signal: The applicant shall construct a full traffic signal with interconnect at intersection of Heidorn Ranch Road and 'B' Street. Upon concurrence of the applicant and the City Engineer, the applicant may deposit payment into the City's traffic signal account for the traffic signal design and/or construction if the third leg of the intersection has not been improved. Should the requirement for construction of the Heidorn Ranch Road/'B' Street traffic signal occur simultaneous with the construction of the Heidorn Ranch Road (by others) in Brentwood, the traffic signal shall be installed with each developer (or the City of Brentwood as applicable) paying their fair share of the improvements as approved by the City Engineer. Should the traffic signal on Heidorn Ranch Road and 'B' Street be constructed by the City of Brentwood or the development in Brentwood adjacent to and east of this project, the applicant shall pay ½ of the cost of the design and construction to the City of Antioch for reimbursement to City of Brentwood or the Brentwood developer(s).
- d. 'B' Street: 'B' Street shall be fully constructed from Heidorn Ranch Road to the easterly curb returns of 'N' Street including lighting and median and right of way landscaping.

4. Phase Two:

Prior to the issuance of the 1st building permit for a lot within Phase Two, the following shall be completed to the satisfaction of the City Engineer:

- a. Any uncompleted improvements required of Phase One.
- b. 'B' Street extension: Completion of 'B' Street through 'M' Street including lighting and median and right of way landscaping.
- c. Parcel A Park: The park design shall be approved by the Parks and Recreation Commission and/or the Planning Commission.

Prior to the issuance of the 50th building permit for a lot within Phase Two, the following shall be completed to the satisfaction of the City Engineer:

- d. Parcel A Park: Park construction.

5. Phase Three:

Prior to the issuance of the 1st building permit for a lot within Phase Three, the following shall be completed to the satisfaction of the City Engineer:

- a. Hillcrest Avenue: Hillcrest Avenue shall be constructed with east side curb, gutter, sidewalk and landscaping, including Parcel B, east side median curb and gutter, median LED street lights, and utilities to be placed under the east half of the roadway, including interconnect conduit and pull boxes (if proposed for the east side of the roadway) and pavement for the northbound bike, turn, and travel lanes from the existing stub of Hillcrest Avenue to the south curb returns of 'A' Street. The transition from the existing 4-lane

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section of Hillcrest Avenue shall include a 2" grind and overlay of the existing asphalt south of Prewett Ranch Drive and be as approved by the City Engineer. Improvements shall include conduits and pull boxes for the easterly portion of a traffic signal at Hillcrest Avenue and 'A' Street, all as approved by the City Engineer.

- b. Hillcrest Avenue/'A' Street traffic signal": The applicant shall construct a full traffic signal at the intersection of Hillcrest Avenue and 'A' Street. Upon concurrence of the applicant and the City, the applicant may deposit payment into the City's traffic signal account for the traffic signal design and/or construction if the third leg of the intersection has not been constructed. Should the requirement for construction of the Hillcrest Avenue/'A' Street traffic signal occur simultaneous with the Aviano Farms development, the traffic signal shall be installed with each developer paying their fair share of the improvements as approved by the City Engineer. Should the traffic signal be constructed by the Aviano Farms development, the developer otherwise obligated shall pay ½ of the cost of the design and construction to the City for reimbursement to the Aviano Farms development prior to initiation of the Phase Three.
- c. 'A' Street: 'A' Street shall be fully constructed to the from Hillcrest Avenue to the curb returns of 'H' Street including lighting and median and right of way landscaping.

6. Phases Four, Five and Six:

Prior to approval of a small lot Final Map within Phase Four, Five or Six, the following improvements shall be completed OR a bond shall be provided securing their construction:

- a. Any uncompleted improvements required of Phases One, Two and Three.
- b. Heidorn Ranch Road, Southern Extension: Heidorn Ranch Road shall be constructed at the interim configuration with two 12 foot lanes and an 8 foot bike lane southbound and one 12 foot lane and an 4 foot shoulder (or as required by the fire district) northbound, landscaped median and easterly right of way including the adjacent portion of Parcel C, street lights, turn pockets and other appurtenances, and all utilities, including interconnect conduit and pull boxes, from 'B' Street through and including the intersection with Sand Creek Road. Design shall be coordinated with the City of Brentwood or their designee.
- c. Heidorn Ranch Road/Sand Creek Traffic Signal: A full traffic signal shall be constructed at the intersection of Heidorn Ranch Road and Sand Creek Road. Upon concurrence of the applicant and the City, the applicant may deposit payment into the City's traffic signal account for the traffic signal design and/or construction if the third

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- leg of the intersection has not been constructed. The traffic signal is fee creditable against the project's Traffic Signalization fees.
- d. Sand Creek Road: Sand Creek Road shall be constructed from the boundary of the Cities of Antioch and Brentwood to Hillcrest Avenue. The road shall be constructed to the configuration approved by the City of Antioch Planning Commission and/or City Engineer in coordination with the City of Brentwood. The design shall include an ultimate width of 80 foot curb to curb and 112 foot right-of-way from the centerline of Hillcrest Avenue through the easterly curb return of Heidorn Ranch Road with two 12 foot lanes and an 8 foot bike lane westbound and two 12 foot lanes and an 8 foot bike lane eastbound with landscaped median and northerly right of way (including the adjacent portion of Parcel C) and southerly right of way, street lights, turn pockets and other appurtenances, and all utilities, including interconnect conduit. Improvements shall include conduits and pull boxes for traffic signals at Sand Creek Road/Hillcrest Avenue and Sand Creek Road/Heidorn Ranch Road, all as approved by the City Engineer.
 - e. The multi-use Sand Creek Regional Trail shall be constructed to the west, south and east of the basin, and landscaping installed on Parcel G as approved by the Park and Recreation Commission. If allowed by the resource agencies, the Regional Trail shall be unfenced (on the Sand Creek side) and the surface shall be as required by the City Engineer. The trail shall be as close to the creek as allowed by the resource agencies. The applicant shall coordinate with the Aviano Farms development to the west, and the City of Brentwood to the east, for the location and elevation of connection points.
 - f. Hillcrest Avenue, Southern Extension: Hillcrest Avenue shall be constructed with east side curb, gutter, and sidewalk and landscaping, including Parcel C, and east side median curb and gutter, median LED street lights, and utilities to be placed under the east half of the roadway including interconnect conduit and pull boxes (if proposed for the east side of the roadway) and asphalt for the northbound bike, turn, and travel lanes from 'A' Street to Sand Creek Road. Improvements shall include conduits and pull boxes for the easterly portion of a traffic signal at Hillcrest Avenue and Sand Creek Road, interconnect conduit and pull boxes, from 'A' Street thru and including the intersection of Sand Creek Road (if proposed for the east side of the roadway), all as approved by the City Engineer.
 - g. Hillcrest Avenue/Sand Creek Road Traffic Signal: A full traffic signal shall be constructed with interconnect at the intersection of Hillcrest Avenue and Sand Creek Road. Upon concurrence of the applicant and the City, the applicant may deposit payment into the

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City's traffic signal account for the traffic signal design and/or construction if the third leg of the intersection has not been constructed. The traffic signal is fee creditable against the project's Traffic Signalization fees.

- h. Parcel D Park.

Prior to the issuance of the 1st building permit for a lot within Phase Four, Five, or Six, Parcel A Park design shall be approved by the Parks and Recreation Commission and/or the Planning Commission.

Prior to the issuance of the 50th building permit for a lot within Phase Four, Five, or Six, the construction of Parcel A Park shall be completed to the satisfaction of the City Engineer.

7. Phase Four:

Prior to the issuance of the 1st building permit for a lot within Phase Four, the following shall be completed to the satisfaction of the City Engineer:

- a. Any uncompleted improvements required of Phase One.

Prior to the issuance of the 1st building permit for a lot within Phase Four, the developer shall begin the following improvements to the satisfaction of the City Engineer:

- b. Heidorn Ranch Road, Southern Extension: Heidorn Ranch Road shall be constructed at the interim configuration with two 12 foot lanes and an 8 foot bike lane southbound and one 12 foot lane and an 4 foot shoulder (or as required by the fire district) northbound, landscaped median and easterly right of way including the adjacent portion of Parcel C, street lights, turn pockets and other appurtenances, and all utilities, including interconnect conduit and pull boxes, from 'B' Street through and including the intersection with Sand Creek Road. Design shall be coordinated with the City of Brentwood or their designee.
- c. Heidorn Ranch Road/Sand Creek Traffic Signal: A full traffic signal shall be constructed at the intersection of Heidorn Ranch Road and Sand Creek Road. Upon concurrence of the applicant and the City, the applicant may deposit payment into the City's traffic signal account for the traffic signal design and/or construction if the third leg of the intersection has not been constructed. The traffic signal is fee creditable against the project's Traffic Signalization fees. Should the requirement for construction of the Heidorn Ranch Road/Sand Creek Road traffic signal occur simultaneous with the construction of the Heidorn Ranch Road (by others) in Brentwood, the traffic signal shall be installed with each developer (or the City of Brentwood as applicable) paying their fair share of the improvements as approved by the City Engineer. Should the traffic

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signal on Heidorn Ranch Road and Sand Creek Road be constructed by the City of Brentwood or the development in Brentwood adjacent to and east of this project, the applicant shall pay ½ of the cost of the design and construction to the City of Antioch for reimbursement to City of Brentwood or the Brentwood developer(s).

- d. Sand Creek Road: Sand Creek Road shall be constructed from the boundary of the Cities of Antioch and Brentwood to the extension of the westerly Phase Four boundary. The road shall be constructed to the configuration approved by the City of Antioch Planning Commission and/or City Engineer in coordination with the City of Brentwood. The design shall include an ultimate width of 80 foot curb to curb and 112 foot right-of-way from the extension of the westerly Phase Four boundary through the easterly curb return of Heidorn Ranch Road with two 12 foot lanes and an 8 foot bike lane westbound and two 12 foot lanes and an 8 foot bike lane eastbound with landscaped median and northerly right of way (including the adjacent portion of Parcel C) and southerly right of way, street lights, turn pockets and other appurtenances, and all utilities, including interconnect conduit. Improvements shall include conduits and pull boxes for traffic signal at Sand Creek Road/Heidorn Ranch Road, all as approved by the City Engineer.
- e. The multi-use Sand Creek Regional Trail shall be constructed to the west, south and east of the basin, and landscaping installed on Parcel G as approved by the Park and Recreation Commission. If allowed by the resource agencies, the Regional Trail shall be unfenced (on the Sand Creek side) and the surface shall be as required by the City Engineer. The applicant shall coordinate with City of Brentwood to the east, for the location and elevation of the connection point. This condition may be deferred to a by the City Engineer to facilitate construction of the overall trail.
- f. Parcel D Park: The park design shall be approved by the Parks and Recreation Commission and/or the Planning Commission.

Prior to the issuance of the 50th building permit for a lot within Phase Four, the following shall be completed to the satisfaction of the City Engineer:

- g. Parcel D Park: Park construction.

Prior to the issuance of the 35th building permit for a lot within Phase Four, the preceding improvements (E.7b through E.7e) shall be completed to 50% to the satisfaction of the City Engineer.

Prior to the issuance of the 75th building permit for a lot within Phase Four, the preceding improvements (E.7b through E.7e) shall be completed to the satisfaction of the City Engineer.

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8. Phase Five:

Prior to the issuance of the 1st building permit for a lot within Phase Five, one of the following shall be completed to the satisfaction of the City Engineer:

- a. Any uncompleted improvements required of Phase Four, OR
- b. Any uncompleted improvements required of Phase Six.

Prior to the issuance of the 1st building permit for a lot within Phase Five, the developer shall begin the following improvements to the satisfaction of the City Engineer:

- c. All of the improvements described in Condition of Approval E.6d and E.6e shall be installed. E.6e may be deferred by the City Engineer to facilitate construction of the overall trail.

Prior to the issuance of the 35th building permit for a lot within Phase Five, the preceding improvements (E.8c) shall be completed to 50% to the satisfaction of the City Engineer.

Prior to the issuance of the 75th building permit for a lot within Phase Five, the preceding improvements (E.8c) shall be completed to the satisfaction of the City Engineer.

9. Phase Six:

Prior to the issuance of the 1st building permit for a lot within Phase Six, the following shall be completed to the satisfaction of the City Engineer:

- a. Any uncompleted improvements required of Phase Three.

Prior to the issuance of the 1st building permit for a lot within Phase Six, the developer shall begin the following improvements to the satisfaction of the City Engineer:

- b. Hillcrest Avenue, Southern Extension: Hillcrest Avenue shall be constructed with east side curb, gutter, and sidewalk and landscaping, including Parcel C, and east side median curb and gutter, median LED street lights, and utilities to be placed under the east half of the roadway including interconnect conduit and pull boxes (if proposed for the east side of the roadway) and asphalt for the northbound bike, turn, and travel lanes from 'A' Street to Sand Creek Road. Improvements shall include conduits and pull boxes for the easterly portion of a traffic signal at Hillcrest Avenue and Sand Creek Road, interconnect conduit and pull boxes, from 'A' Street thru and including the intersection of Sand Creek Road (if proposed for the east side of the roadway), all as approved by the City Engineer.

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- c. Hillcrest Avenue/Sand Creek Road Traffic Signal: A full traffic signal shall be constructed with interconnect at the intersection of Hillcrest Avenue and Sand Creek Road. Upon concurrence of the applicant and the City, the applicant may deposit payment into the City's traffic signal account for the traffic signal design and/or construction if the third leg of the intersection has not been constructed. The traffic signal is fee creditable against the project's Traffic Signalization fees.
- d. Sand Creek Road: Sand Creek Road shall be constructed from the Hillcrest Avenue intersection to the extension of the easterly Phase Six boundary. The road shall be constructed to the configuration approved by the City of Antioch Planning Commission and/or City Engineer in coordination with the Aviano development. The design shall include an ultimate width of 80 foot curb to curb and 112 foot right-of-way from the westerly curb return of Hillcrest Avenue through the extension of the easterly Phase Six boundary with two 12 foot lanes and an 8 foot bike lane westbound and two 12 foot lanes and an 8 foot bike lane eastbound with landscaped median and northerly right of way (including the adjacent portion of Parcel C) and southerly right of way, street lights, turn pockets and other appurtenances, and all utilities, including interconnect conduit. Improvements shall include conduits and pull boxes for traffic signal at Sand Creek Road/ Hillcrest Avenue, all as approved by the City Engineer.
- e. The multi-use Sand Creek Regional Trail shall be constructed to the west, south and east of the basin, and landscaping installed on Parcel G as approved by the Park and Recreation Commission. If allowed by the resource agencies, the Regional Trail shall be unfenced (on the Sand Creek side) and the surface shall be as required by the City Engineer. The applicant shall coordinate with the Aviano development to the east, for the location and elevation of the connection point. This condition may be deferred to a by the City Engineer to facilitate construction of the overall trail.

Prior to the issuance of the 30th building permit for a lot within Phase Six, the preceding improvements (E.9b through E.9e) shall be completed to 50% to the satisfaction of the City Engineer.

Prior to the issuance of the 60th building permit for a lot within Phase Six, the preceding improvements (E.9b through E.9e) shall be completed to the satisfaction of the City Engineer.

F. UTILITIES

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1. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.
2. All existing and proposed utilities shall be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code and as approved by the City Engineer. Existing overhead utilities on arterial streets shall be undergrounded.
3. Underground utilities shall be designed to flow approximately parallel to the centerline of the street, or as approved by the City Engineer.
4. All sewage shall flow by gravity to the intersecting street sewer main.
5. All public utilities shall be installed in streets avoiding between-lot locations unless approved by the City Engineer.
6. Prior to the recordation of the first final map, the applicant shall submit hydrology and hydraulic analyses with a storm water control plan to the City for review and approval and to Contra Costa County Flood Control for review at no cost to the City as directed by the City Engineer.
7. The applicant shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements 3.c. for additional water flow conditions.
8. The houses shall contain rain gutters and downspouts that direct water away from the foundation as approved by the City Engineer.
9. Recycled water mains shall be constructed in arterial roadways and internal streets with significant right of way, park, or other landscaping as approved by the City Engineer. This development is subject to State Laws which may require recycled water to all landscaped area.
10. Prior to recordation of the first final map, the applicant shall submit the completed draft sewer study for the Sand Creek Focus Area to the general concurrence of the City Engineer. Prior to recordation of the first final map creating residential lots, the final version of the sewer study for the Sand Creek Focus Area shall be completed to the approval of the City Engineer. The applicant shall extend the existing sanitary sewer main trunk line from the stub in Heidorn Ranch Road at no cost to the City. (Note: If the draft and/or final sewer study for the Sand Creek Focus Area has been

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submitted to the City in conjunction with other development, it will be used to fulfill the applicable portion(s) of this condition.)

11. The applicant may form (if not already formed) or shall annex (if already formed) into a benefit district or participate in another mechanism acceptable to the City that fairly distributes the cost of upsizing of utilities amongst the befitting property owners in and around the Sand Creek Focus Area as approved by the City Engineer.

G. LANDSCAPING

1. All right-of-way landscaping (excluding adjacent to front and side yards), medians, private parks, water quality & detention basins, and open space areas north of the northerly curb line of Sand Creek Road, east of the easterly curb line of Hillcrest Avenue and west of the westerly curb line of Heidorn Ranch Road shall be installed by the applicant and maintained by the applicant or HOA.
2. Parcel G shall be landscaped by the applicant and maintained by the LLD.
3. A minimum of one 15 gallon tree shall be located within 10' of the sidewalk, or within 10' of the back of curb at locations without sidewalk, in the front yard of each lot and the side yard of corner lots prior to the issuance of the certificate of occupancy. The type and location of the tree shall be as approved by the City Engineer.
4. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape conditions of approval.

H. FIRE REQUIREMENTS

1. All weather access roads and a water supply shall be provided prior to commencing any combustible construction, as required by the Fire Chief.
2. Street widths shall be subject to approval by the Contra Costa County Fire Protection District and the City Engineer.
3. The applicant shall comply with the following conditions provided by the Contra Costa County Fire Protection District:
 - a. Access roadways of less than 28-feet unobstructed width shall have NO PARKING – FIRE LANE signs posted or curbs painted red with the words NO PARKING – FIRE LANE clearly marked, per 22500.1 CVC.
 - b. The cul-de-sacs or turnarounds shall have an outside turning radius of a minimum of a 45' or as approved by the City Engineer. Should

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- the sidewalk be included in the turning radius, it shall be clear of street lights, fire hydrants and other obstructions.
- c. The applicant shall provide an adequate reliable water supply for fire protection with a minimum fire flow of 1750 GPM. Required flow shall be delivered from not more than one hydrant flowing simultaneously for the duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (508.1), (B105) CFC
 - d. The applicant shall provide hydrants of the East Bay type, which shall be maintained by the City. Approximate hydrant locations will be determined by the Fire District and approved by the City Engineer.
 - e. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC. Gravel roads are not considered all-weather roadways for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum sub base materials and capable of supporting the designated gross vehicle weight specified above.
 - f. Premises identification shall be provided. Such numbers shall contrast with their background and be a minimum of four inches high with ½-inch stroke or larger as required to be readily visible from the street. (505.1) CFC, (501.2) CBC
 - g. Plan review and inspection fees shall be submitted at the time of plan review submittal. Checks may be made payable to Contra Costa County Fire Protection District (CCCFPD).
4. Submit plans to: Contra Costa County Fire Protection District, 2010 Geary Road, Pleasant Hill, CA 94523.

I. FEES

- 1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code and the Development Agreement.
- 2. The applicant shall pay all pass through fees. Fees include but are not limited to
 - a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
 - b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance. (See G.3.g.)
 - c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s). (currently \$50 per lot or parcel).
 - d. Contra Costa County Flood Control District Fees.
 - e. School Impact Fees.

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- f. Delta Diablo Sewer Fees.
 - g. Contra Costa Water Fees.
3. Prior to filing of the first final map for recording, the applicant shall establish (or annex into an existing) a police financing district and shall agree to accept a level of annual assessments (with a CPI escalator) or provide an additional funding source, excluding tax measures and acceptable to the City, sufficient to fund police to the level identified in the General Plan.

J. MODEL HOMES

- 1. Prior to the placement of any sales trailers, plans shall be submitted to the Engineering Department for review and approval. Any trailer shall be placed out of the public right-of-way and shall have its own parking lot.
- 2. The model home complex parking lot location and design shall be subject to City Engineer approval.
- 3. The model home landscaping shall be drought tolerant, with total area of spray irrigation for the complex not to exceed 50 percent of the landscaping area.

K. GRADING

- 1. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
- 2. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.
- 3. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.
- 4. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.
- 5. The swales adjacent to the house structure shall have a minimum of a one (1) percent slope or as directed by the City Engineer.
- 6. The applicant shall make a good faith effort to coordinate the grading along the project borders with affected property owners. All off-site

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grading is subject to the approval of the affected property owners and the City Engineer. The applicant shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.

7. Any sale of a portion (or portions) of this project to other developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this resolution.
8. The grading plan for this development shall be approved by the City Engineer.
9. All elevations shown on the improvement plans shall be on the USGS 1929 sea level datum or as approved by the City Engineer.
10. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
11. All retaining walls shall be of masonry construction.
12. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as approved by the City Engineer.
13. The back to back or side to side grading transitions from lot to lot shall have a maximum slope of 2:1, and shall be accommodated entirely on the lower lot or as approved by the City Engineer.
14. The minimum concrete gutter flow slope shall be 0.75%.
15. All property lines shall be located at the top of slope.

L. CONSERVATION/NPDES

1. Water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used.
2. The Project shall meet or exceed Tier 1 of the CALGreen Building Code.
3. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretional Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and

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redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.

4. The applicant shall comply with the Storm Water Treatment Plan dated _____.
5. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:
 - a. Prior to issuance of permits for building, site improvements, or landscaping, the applicant shall submit a permit application consistent with the applicant's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.
 - b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).

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- c. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.
 - d. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
 - e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
 - f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.
 - g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
6. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.
 7. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.
 8. Install on all catch basins "No Dumping, Drains to River" decal buttons.
 9. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.

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10. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
11. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
12. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.
13. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.
14. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.

M. FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM

1. The applicant shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program.
2. The applicant shall mitigate any impacts on wildlife, including State and Federally listed threatened and endangered species, and their habitat by compliance with one of the following:
 - a. Implementing, or making enforceable commitments to implement, all applicable mitigation measures in the project environmental documents, as well as any additional measures as may be required by the California Department of Fish & Wildlife (CDFW) or the U.S. Fish & Wildlife Service (FWS), and obtaining a letter(s) from CDFW and FWS stating that the project has fulfilled the requirements of

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- applicable State and Federal wildlife protection laws and regulations; or
- b. Complying with applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or
 - c. Complying with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of **applicable** fees, provided that CDFW and FWS have approved the conservation plan.

* * * * *

I **HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 9th day of February, 2016, by the following vote:

AYES:

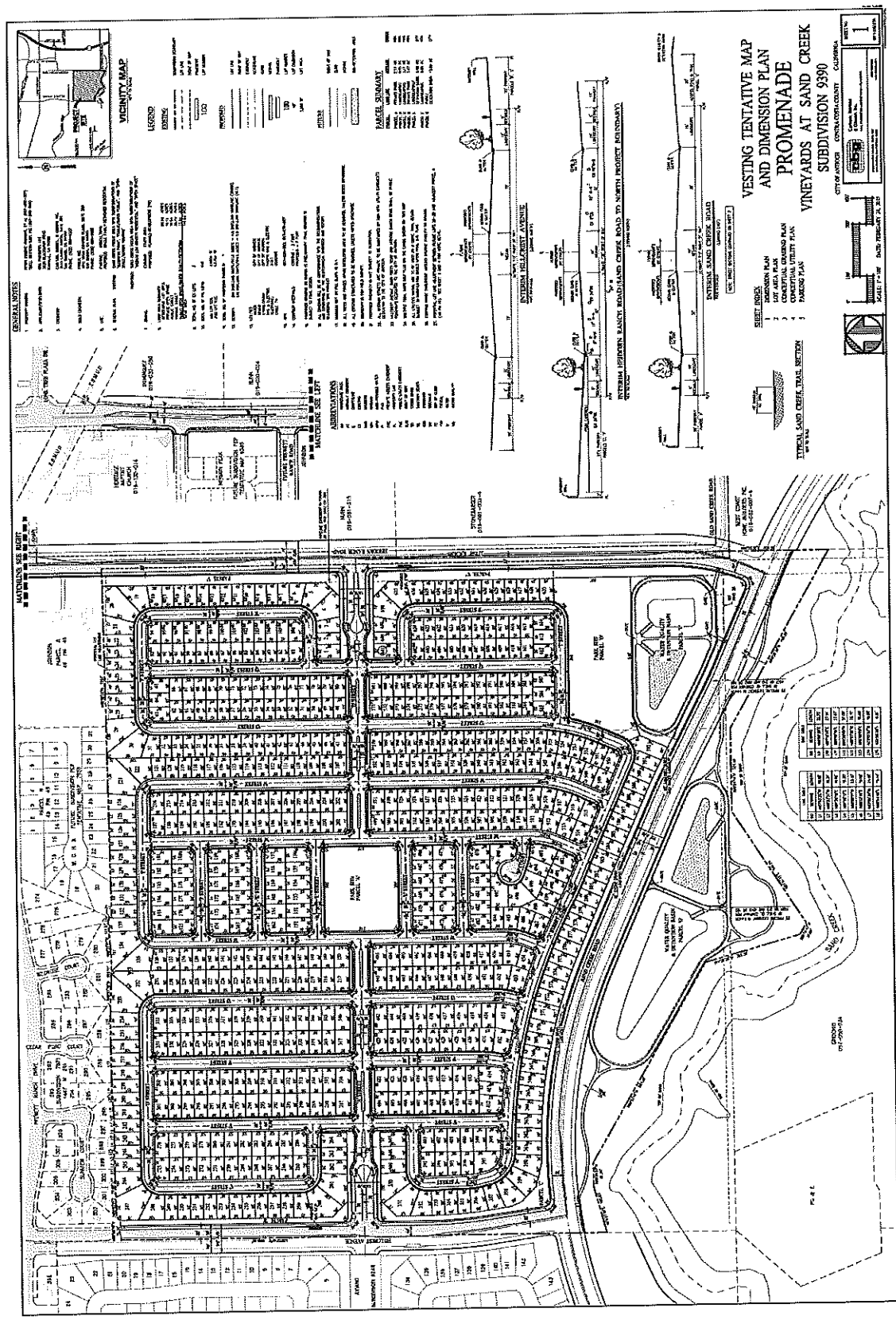
NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

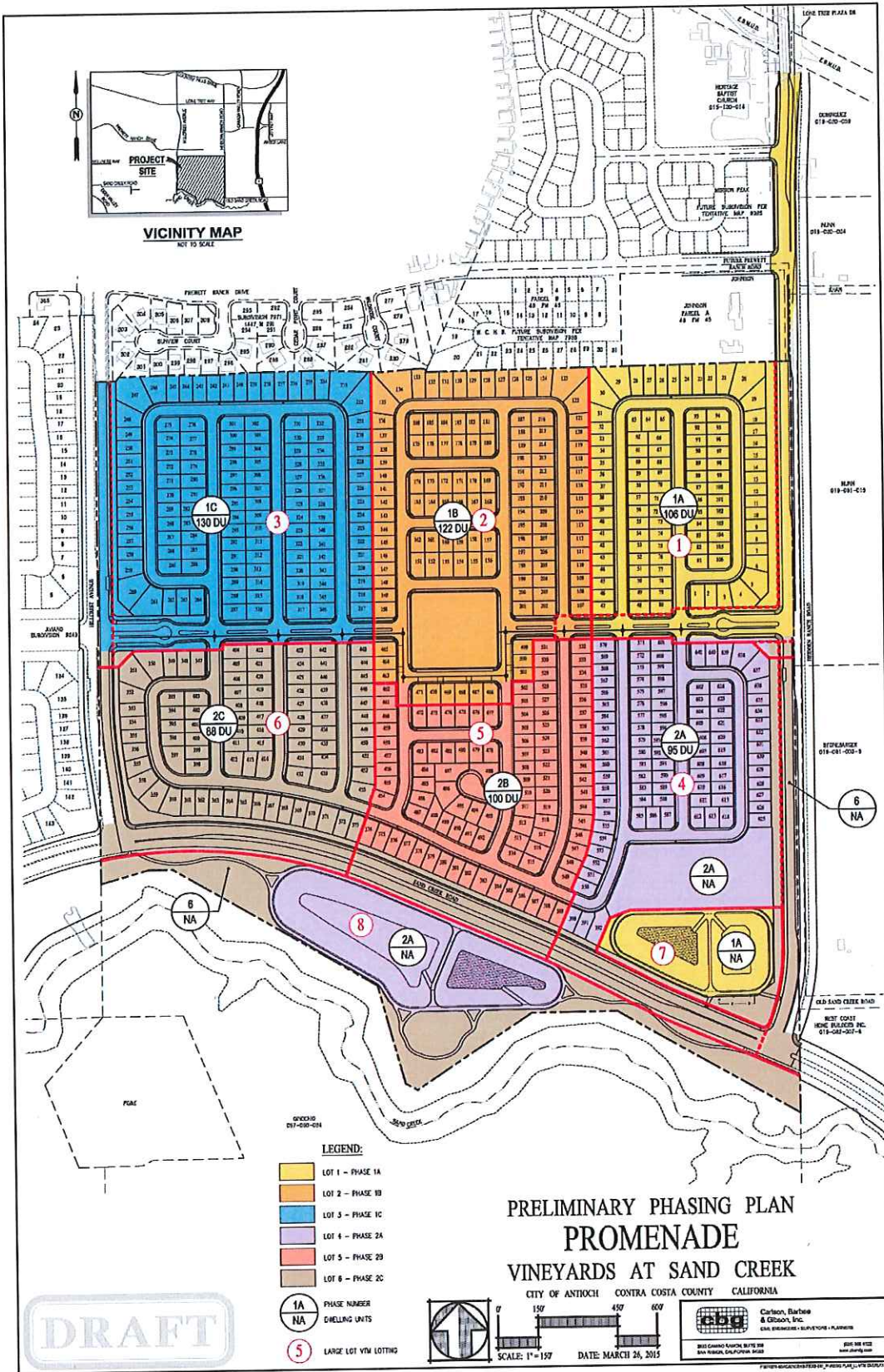
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EXHIBIT A
VESTING TENTATIVE MAP



E26

EXHIBIT B PHASING PLAN



E27

**EXHIBIT C
STREET NAMES**

Street Names List for the Promenade/Vineyards at Sand Creek Project, Antioch CA
Theme: California Wine Regions **Need: 25 to 30 names**

- Alexander Valley
- Alta Mesa
- Anderson Valley
- Benmore Valley
- Bennett Valley
- Borden Ranch
- Shenandoah Valley
- Capay Valley
- Central Coast
- Chalk Hill
- Chalone
- Chiles Valley
- Clement Hills
- Cole Ranch
- Covelo
- Dunnigan Hills
- Fair Play
- Fiddletown
- Guenoc Valley
- Hames Valley
- High Valley
- Howell Mountain
- Knights Valley
- Lime Kiln Valley
- Madera ~~deleted by APD 3/2/15 and CCCFPD 4/29/15~~
- McDowell Valley
- Mount Veeder
- Mount Harlan
- Pacheco Pass
- Potter Valley
- Ramona Valley
- Red Hills Lake
- Redwood Valley
- River Junction
- Rockpile
- Saddle Rock
- Salado Creek
- San Bernabe
- San Lucas ~~deleted by CCCFPD 4/29/15~~
- Sierra Foothills

Sloughhouse

Spring Mountain

Trinity Lakes

~~Wild Horse Valley~~ *deleted by APD 3/2/15 and CCCFPD 4/29/15*

~~Willow Creek~~ *deleted by CCCFPD 4/29/15*

York Mountain

Yorkville Highlands

Submitted February 18, 2015 updated with deletions 12/21/15

ATTACHMENT "F"

CITY OF ANTIOCH PLANNING COMMISSION

**Regular Meeting
6:30 p.m.**

**January 6, 2016
City Council Chambers**

Chair Motts called the meeting to order at 6:30 P.M. on Wednesday, January 6, 2016, in the City Council Chambers. He stated that all items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, January 13, 2016.

ROLL CALL

Present: Commissioners Parsons, Mason, Miller, Hinojosa
Vice Chair Zacharatos and Chair Motts

Staff: Interim City Attorney, Bill Galstan
Director of Community Development, Forrest Ebbs
Assistant City Engineer, Lynne Filson
Minutes Clerk, Kitty Eiden

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None.

CONSENT CALENDAR

1. Approval of Minutes:
 - A. October 21, 2015
 - B. November 4, 2015

On motion by Commissioner Parsons, seconded by Vice Chair Zacharatos, the Planning Commission unanimously approved the minutes of October 21, 2015 and November 4, 2015, as presented. The motion carried the following vote:

AYES: Parsons, Zacharatos, Mason, Miller, Hinojosa, Motts
NOES: None
ABSTAIN: None
ABSENT: None

NEW PUBLIC HEARING

2. **UP-15-12 – Somerville Towne Center** – Kevin Le of Courtney + Le Architects, applicant, on behalf of Times Equities Inc., the property owner, requests a use permit and design review for the construction of two new buildings containing drive-throughs within the existing parking lot at the southeastern corner of the Somersville Towne Center shopping mall complex. The project site is located at 2500 Somerville at the intersection of Fairview Drive (APN 074-450-036).

Director of Community Development Ebbs presented the staff report dated December 14, 2015, recommending the Planning Commission approve a use permit and design review for the two drive-through buildings for fast food restaurants subject to the conditions of approval contained in the staff reports attached resolution.

Chair Motts opened the public hearing.

John Le, Courtney & Le Architects, explained the project would be adding square footage; however, parking was abundant at the shopping center. He noted three driveways would be closed and one would remain for access. He stated they would abide by the conditions of approval; however, he requested General Condition #2 be amended to provide an additional two (2) year term from the date of approval to allow additional time to negotiate leases, if needed.

In response to Chair Motts, John Le stated there had been interest from multiple retail tenants; however, they did not have signed leases at this time.

In response to Commissioner Parsons, Director of Community Development Ebbs stated that given the request from the applicant; staff's recommendation would be to amend General Condition #2 to indicate the approval expires four years from the date of approval with a provision for a one year extension.

Chair Motts closed the public hearing.

Commissioners Parsons thanked the applicant for bringing this project to Antioch.

Commissioner Hinojosa stated she liked the project and was excited to more businesses located in the area. She thanked the applicant for their consideration in designing the stop signs adjacent to building "B".

Chair Motts concurred with Commissioner Hinojosa noting the project would be a welcomed sight in the area.

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On motion by Commissioner Hinojosa, seconded by Commissioner Parsons, the Planning Commission approved the use permit and design review for the two drive-through buildings for fast food restaurants subject to the conditions of approval contained in the staff reports attached resolution. With the following revision to General Condition #2.

#2 This approval expires four years from the date of approval (Expires January 6, 2020), unless the use has been established or a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one, one year extension shall be granted.

The motion carried the following vote:

AYES:	<i>Parsons, Zacharatos, Mason, Miller, Hinojosa, Motts</i>
NOES:	<i>None</i>
ABSTAIN:	<i>None</i>
ABSENT:	<i>None</i>

3. PD-14-03 – Vineyards at Sand Creek Residential Subdivision – GBN Partners, LLC, requests approval of: an Environmental Impact Report; a General Plan Amendment (GP-14-01) from Business Park, Public/Quasi-Public, and Open Space/Senior Housing to Medium Low Density Residential District; a Master Development Plan, Final Development Plan and Planned Development Rezone (PD-14-03); a Resource Management Plan; a Vesting Tentative Map (Subdivision 9390); and a Development Agreement. The project consists of the development of a gated residential community on 141.6 total acres; including up to 650 single-family residential units, private streets, two parks, a segment of the Sand Creek Regional Trail, two stormwater detention basins, and landscaped and open space areas. The project site is bounded by a residential subdivision to the north, the future extension of Sand Creek to the south, Heidorn Ranch Road and City of Brentwood city limits to the east, and future Hillcrest Avenue extension and vacant residential land to the west (APNs 057-030-003 and 057-050-007).

Director of Community Development Ebbs presented the staff report dated January 6, 2016, recommending the Planning Commission consider the proposed Vineyards and Sand Creek Project and make a recommendation to the City Council. He explained the Planning Commission had been provided with a minor change to the conditions of approval relating to timing of the infrastructure improvements. Additionally, correspondences received, as late as this afternoon, were provided on the dais.

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In response to Commissioner Hinojosa, Director of Community Development Ebbs explained staff had not made a written recommendation on the General Plan amendment as his recommendations were based on existing adopted policy and this project was inconsistent with the General Plan. He stated best service to the Planning Commission was to bring forward all existing policies and any changes would be deferred to them. He commented any recommendation by staff on the project would be personal and not based on official policy adopted by the City Council. Speaking to removing the Business Park designation for this property, he noted there would be opportunity through the General Plan Land Use Element update to reassign employment generating land uses elsewhere in the focus area. He further noted there were no other formal applications for projects in the Sand Creek focus area at this time. Additionally, he clarified any new policies coming forward as part of the General Plan Land Use Element update, would be discussed at the Planning Commission Study Session on January 20, 2016, and would conclude when Council adopted the update later this year. He noted the decision to hold a project to a standard yet to be developed was not feasible as it should be measured against today's General Plan.

In response to Commissioner Parsons, Director of Community Development Ebbs clarified the Planning Commission would be making a recommendation on policy to the City Council who would make the ultimate decision.

Chair Motts opened the public hearing.

Matt Beinke, GBN Partners LLC applicant from The Vineyards and Sand Creek, gave a history of the project and an overhead presentation which included the site plan and project constraints. He announced they were in the process of purchasing the corner property which they felt was necessary as it sits at the City limit boundary line and would set the tone for the area. He noted they would participate in the police services district and because it was a private community, the burden would not be borne by the City.

Phil VanderToolen, VanderToolen and Associates Landscape Architects, gave an overhead presentation of the landscape amenities including gated entries, pool area, park features, trail system and entry features. Also reviewed were the streetscapes and plant palette.

Mark Day, Dahlin Group Architecture and Planning, provided examples of architecture following the guidelines and standards written to insure a quality project would be brought forward. He discussed their intent to create California/outdoor rooms and stated the homes would be energy efficient and meet or exceed building standards.

Commissioner Hinojosa spoke in support of the covered patios/California room options.

In response to the Commission, Mark Day stated they believed they had sufficient lot coverage to allow for an additional accessory structure and noted his experience had

been the builders were providing the option and pre-plotting to accommodate for California rooms.

Matt Beinke, GBN Partners LLC applicant from The Vineyards and Sand Creek, clarified they developed the project after considering infrastructure needs, adjacent development of similar size as well as the mixed use high density development to the east in the City of Brentwood. In addition, he noted infrastructure improvements provided the first segments to Dozier-Libbey Medical High School and Kaiser Hospital. Speaking to the Sand Creek trail, he reported they worked with Save Mount Diablo to create the Sand Creek protective corridor that they would be designating. He thanked City staff for their time and efforts to assist them in addressing all of the issues.

In response to the Commission, Phil VanderToolen explained the property line would remain the same for homes with and without sidewalks. He noted parking would occur on the arterials.

In response to the Commission, Matt Beinke explained the gate house was designed to be manned or unmanned. He stated the Sand Creek Regional Trail exists in the location it will be permitted to be by the resource agencies.

Assistant City Engineer Filson added the intent was to retain the trail along Sand Creek and not adjacent to the roadway.

Matt Beinke added keeping the trail away from the roadway was their goal. He stated they do not anticipate building a single story product; however, through the guidelines they created a single story profile home. He noted the senior housing designation would not require any changes to the proposed lot size or setbacks. He further noted with the proposed tree coverage, the type of home would not be evident until directly in front of the home.

Jack Roddy, Brentwood resident, spoke in support of the project and the developers.

Kevin Fitzgerald, Antioch resident and Business owner, spoke in support of the Vineyards at Sand Creek. He noted the project would provide infrastructure and be a catalyst for planning in the area. Additionally, he noted the project would provide union jobs and fund police services. He gave a historical perspective of the Roddy Ranch project.

Cleve Palmer, Antioch resident, spoke in support of the project noting it would provide local transitional housing for Antioch residents.

Greg Souza, Antioch resident, spoke in opposition to any development inconsistent with the General Plan. He noted with current proposals in front of the Planning Commission, he believes FUA1 would exceed 4000 homes. He further noted the Sand Creek Specific Plan envisioned larger lots with an emphasis on businesses. He expressed

concern for the projects impacts on City services and schools. He urged the Planning Commission not to recommend approval to the City Council.

Commissioner Hinojosa clarified the Sand Creek focus area allowed for a maximum of 4000 units and that was based on whether or not that number was achievable given constraints.

Bob Lilley, representing the International Brotherhood of Electrical Workers (IBEW), spoke in favor of the project. He stated this project would provide infrastructure and be a catalyst for future development which would benefit the entire City. He noted there was a deviation from the General Plan; however, the General Plan made assumptions that had not come to pass. He advocated on behalf of his workers to have the opportunity to work on a good project that would enhance the community.

Arim Hodess, representing Plumbers Local #159, spoke in support of the Vineyards project. He concurred with comments from Bob Lilley. He stated this was the first project that had come forward as a fiscal benefit to the City and relocating the business park was necessary. He urged the Planning Commission to make a recommendation to the City Council to amend the General Plan and approve the project.

Wendy Aghily, Antioch resident, stated this property was the only portion of FUA1 designated for business. She noted she had met with Richland developers who indicated they would be bringing forward a destination retail place for their parcel which they confirmed to be a strip mall. She discussed the report she previously submitted as it pertained to Antioch demographics and local jobs. She noted the proposal before the Commission was in conflict with the General Plan as it pertained to minimum lot sizes. She further noted that with the overabundance of people in Antioch living below the poverty level, she feels homes of this size, in this area, would become rentals. She stated the Planning Commission was being asked to approve a development in hopes the General Plan would be changed, on land the developer does not own yet.

Juan Pablo Galvan, representing Save Mount Diablo, stated they looked forward to further participation in the holistic planning process for the Sand Creek focus area. With regards to this project, he reported they had a discussion with the applicant, toured the site and the proposed mitigation property. He stated they were encouraged that the applicant had guaranteed to permanently protect the entire length of the creek corridor and they would encourage that to be carried through the Sand Creek focus area. He noted they were pleased with the quality and location of the proposed mitigation property.

Josh Young, Antioch resident, spoke in support of the development noting it was a prime opportunity to take advantage of the economy. He noted projects such as this brought positive attention to Antioch as a place for families to live and were essential to the future growth of the City.

Terry Ramus, Antioch resident, provided written comments asking the City to give serious consideration to the following infrastructure and planning issues: planning area in FUA1 was happening in a piece meal fashion and the City had not planned ahead; the City needed to make sure connections to the bypass take place at Laurel Road and Sand Creek Road; infrastructure needed to be completed in a timely manner; the Business Park location should be considered and planned for; and he questioned what guaranteed the quality of development should the project be sold to another developer. Additionally, he suggested a provision be included for additional community infrastructure.

Mark Gabriel Avelos and Joshua Harvey, Antioch residents, presented written comment in support of the Vineyards at Sand Creek.

Lucia Albers and Alan Iannuccone, Brentwood residents, spoke in support of the project.

Donald Freitas, Antioch resident, stated the goal for FUA1 was to develop a dynamic community that included residential, commercial and retail components. He stated the Planning Commission had the opportunity to move the community forward by approving this project to change the perception of Antioch and provide the needed infrastructure for the community. He explained the concept was as development moved west properties would get larger. He urged the Planning Commission to make a recommendation to the City Council to approve the project.

Allen Payton, Antioch resident, stated an assessment should be included for homes in the Sand Creek area for the unfinished portion of Prewett Park. He noted the plan was as development moved south, larger homes would be built, on larger lots. He further noted there was property near Slatten Ranch, the BART station, East 18th Street and along the waterfront that could be utilized for employment generating development.

Commissioner Parsons read written comment from Tim Forrester representing the Antioch Unified School District who asked the Planning Commission to carefully consider the benefits of the project.

Chair Motts closed the public hearing; he then reopened the public hearing to allow for the applicant's rebuttal.

Rebuttal

Matt Beinke thanked the Planning Commission for the opportunity to present the project and requested the Planning Commission recommend approval to the City Council.

Chair Motts closed the public hearing. He declared a recess at 8:32 P.M. The meeting reconvened at 8:45 P.M. with all Planning Commissioners present.

Commissioner Parsons stated she liked the project and supported a gated community. She noted due to surrounding land use, a Business Park would not be feasible at this location; therefore, she would recommend the City Council amend the General Plan to allow the project to move forward.

In response to Commissioner Hinojosa, Director of Community Development Ebbs provided a general overview of the fiscal impact analysis study. He added there was vacant business park space in the current market and an opportunity in the General Plan Land Use Element to look at sites adjacent to the freeway.

A motion was made by Commissioner Mason, seconded by Commissioner Parsons to approve the resolutions recommending the City Council;

- 1) Certify the Environmental Impact Report***
- 2) Approve of the General Plan Amendment***
- 3) Approve the Development Agreement***
- 4) Approve an Ordinance to rezone to Planned Development District (PD-15-**)***
- 5) Approve the Resource Management Plan***
- 6) Approve the Vesting Tentative Map/Final Development Plan***

Discussion on the motion followed.

Commissioner Hinojosa complimented the consultant who prepared the Economic Study and stated based on information provided, she felt comfortable with the General Plan Amendment for the land use designation. Speaking to residential density, she stated the product before the Commission was an excellent example of how this type of housing could be done on smaller lots; therefore she was comfortable with lowering the square foot lot threshold. She noted she had reservations on what the minimum standard should be and she hoped that issue would be discussed during the Land Use Study Session. She further noted she would have preferred to see a single story housing product.

Commissioner Zacharatos stated this project would provide a gated community and complete utilities for the area. She noted it would also provide a housing product that would benefit the City.

Commissioner Miller stated he would not support deviating from the City's General Plan and voiced his support for keeping the business park designation for the property.

Chair Motts stated he understood Commissioner Miller's concerns and noted Business Park development could be placed in areas more feasible. He stated he believed the General Plan amendments were consistent with the studies indicating a change was warranted. He noted given the nature of how the project had come forward and given the quality of product being proposed, he supported the amendments to the General Plan.

Director of Community Development Ebbs suggested if the density issue was a concern for setting precedent, the Planning Commission could add a finding to the resolution that the approval was based on the consideration that the project was on the far east side adjacent to much higher density and on flat land.

Chair Motts supported staff's recommended finding and noted market changes were also a factor in his support of the General Plan amendments.

Commissioner Hinojosa acknowledged Commissioner Miller's position on this project. She noted she does not support projects coming forward with General Plan amendments; however, she had multiple conversations with Director of Community Development Ebbs who assured her as they moved through the Land Use Element update, that issue would be addressed. She stated she shared concerns that the process was not ideal and she had reservations for moving forward with a recommendation to the City Council in advance of the Specific Plan Study Session on January 20, 2016. She stated she had moved past that and felt it was time to move forward. She noted this project would install the infrastructure needed to facilitate development and lead to increased revenues generated by more residents in the community. Additionally, she believed the project fit into the community, followed the General Plan and Land Use standards, provided sufficient biological and environmental mitigation and worked collaborative with stakeholders to build consensus and pay their fair share toward costs to the City for services while committing to hire local labor. She stated she had respect for how the applicant had gone through this process and she was excited for the project to be coming forward; therefore, she noted she supported the project as presented.

In response to Chair Motts, Director of Community Development Ebbs stated a development impact fee and park in lieu fee were included in the conditions of approval and could be utilized for further improvements at Prewett Park.

Following the discussion the previous motion was amended as follows:

RESOLUTION NOS. 2016-02, 2016-03, 2016-04, 2016-05, 2016-06

On motion by Commissioner Mason, seconded by Commissioner Parsons, the Planning Commission approved the resolutions recommending the City Council;

- 1) Certify the Environmental Impact Report***
- 2) Approve of the General Plan Amendment***
- 3) Approve the Development Agreement***
- 4) Approve an Ordinance to rezone to Planned Development District (PD-15-**)***
- 5) Approve the Resource Management Plan***
- 6) Approve the Vesting Tentative Map/Final Development Plan***

FA

With the amended conditions of approval provided on the dais this evening and with the addition of a finding to the resolution addressing the General Plan Amendment as follows:

“Whereas, the subject property is basically flat and located adjacent to high density residential development in the City of Brentwood,”

The motion carried the following vote:

AYES: Parsons, Zacharatos, Mason, Hinojosa, Motts
NOES: Miller
ABSTAIN: None
ABSENT: None

ORAL COMMUNICATIONS

Director of Community Development Ebbs reminded the Planning Commission that a Sand Creek Focus Area public workshop would be held at 6:30 P.M. on January 20, 2015 at Prewett Park Community Center. He stated he would be sending out a report on the format of the Study Session to Commission members prior to the event. He noted it would be a Planning Commission meeting and the format would include various stations with ways for the public to provide input. He reported staff and Mayor Harper held the last of the interviews for the Planning Commission vacant seats today and Mayor Harper would be making a decision for his appointees at the January 26, 2016 City Council meeting.

WRITTEN COMMUNICATIONS

None.

COMMITTEE REPORTS

Chair Motts reported on his attendance at the TRANSPLAN meeting on December 10, 2015.

ADJOURNMENT

Chair Motts adjourned the Planning Commission at 9:14 P.M. to the next regularly scheduled meeting to be held on January 20, 2016.

Respectfully Submitted,
Kitty Eiden

ATTACHMENT "G"

STAFF REPORT TO THE PLANNING COMMISSION FOR CONSIDERATION AT THE MEETING OF JANUARY 6, 2016

Prepared by: Cindy Gnos, Contract Planner
Raney Planning & Management, Inc.

Approved by: Forrest Ebbs, Community Development Director *FE*

Date: January 6, 2016

Subject: Vineyards at Sand Creek Project

RECOMMENDATION

It is recommended that the Planning Commission consider the proposed Vineyards at Sand Creek Project and make a recommendation to the City Council.

ENTITLEMENTS

The applicant, GBN Partners, LLC requests approval of the Vineyards at Sand Creek Project EIR, a Development Agreement, General Plan Amendment, Planned Development rezone, Resource Management Plan, and a Tentative Map, for the development of a 641 unit residential community on 141.6 acres. The project is located within the northeastern corner of the Sand Creek Focus Area, or Future Urban Area (FUA-1). The site is identified by the following Contra Costa County Assessor's Parcel Numbers (APNs): 057-030-003, 057-030-007. The City of Antioch has discretionary authority and is the lead agency for the proposed project. The project applicant is seeking approval of the following by the City of Antioch at this time:

1. *Development Agreement.* The Development Agreement approval allows the City and an applicant to enter into an agreement, which will assure the City that the proposed project will proceed to its completion in compliance with the plans submitted by the applicant. The Development Agreement for the proposed would include a special tax or other financing mechanism to fund additional police officers needed to serve development.
2. *General Plan Amendment.* The project would require the approval of a General Plan Amendment of the Sand Creek Focus Area of the General Plan from Business Park, Public/Quasi-Public, and Open Space/Senior Housing designations to Medium Low Density Residential and Open Space as well as amendment to the text of the Sand Creek Focus Area of the General Plan.
3. *Planned Development Rezone.* The project would require the approval of a Master Development Plan, Final Development Plan, and Planned Development rezone. The Development Plan and Planned Development district would establish the development standards applicable to the project site, including setbacks, lot sizes, and building heights.

4. *Resource Management Plan.* Pursuant to section 4.4.6.7(t) of the City of Antioch General Plan, the applicant has submitted a Resource Management Plan for City approval.
5. *Tentative Map.* Tentative Map approval is required to authorize the subdivision of the project site into multiple parcels to accommodate up to 641 single-family residential units as well as recreational, parks, and open space parcels.

The proposed project would require the following additional City of Antioch approvals in the future:

- Approval of Final Map(s);
- Approval of a Use Permit for each Phase
- Approval of Design Review;
- Approval of Improvement Plans;
- Approval of a Grading Permit; and
- Approval of Building Permits.

In addition to approvals from the City of Antioch, the proposed project would require the following approvals from other Responsible Agencies:

- US Army Corps of Engineers authorization to proceed under the Clean Water Act Nationwide Permit Program;
- Central Valley Regional Water Quality Control Clean Water Act section 401 Water Quality Certification;
- US Fish and Wildlife Service ESA incidental take authorization; and
- California Department Fish and Wildlife Lake and Streambed Alteration Agreement.

BACKGROUND

The proposed project is located in the southeastern portion of the City of Antioch within the northeastern corner of the Sand Creek Focus Area, which contains lands designated by the Antioch General Plan for open space, residential, business park, commercial, and mixed-use development.

The project site consists of approximately 141 acres of undeveloped, farm land, designated as Business Park (BP), Public/Quasi Public (P/QP), and Open Space/Senior Housing (OS/SH) within the Sand Creek Focus Area of the City of Antioch General Plan. The site is zoned Study Zone (S). The project site is surrounded by a mixture of uses including existing single-family residential uses to the north; the undeveloped but approved Aviano residential project to the west, undeveloped land planned for future residential, mixed use, and commercial development in Brentwood to the east; and Sand Creek, a Pacific Gas & Electric (PG&E) facility, and Sand Creek and undeveloped farm land to the south (planned for future residential in the City of Antioch's General Plan).

The project site consists of both on-site (referred to as the "project site") and off-site impact areas. Both areas are described in detail below (see Attachment A).

- *Project Site.* The 141.6-acre project site is comprised of two parcels, collectively called the Vineyards at Sand Creek Project. The project site is primarily covered with non-native vegetation and historic aerial photos show the property has been farmed and disked since the 1930's. The project site previously contained three oil/gas wells that were abandoned by plugging in 1981 and 1991. The site is generally rectangular; however, the southern boundary shifts north and south in an irregular shape. The site's terrain is generally flat and the existing topography falls from southwest to southeast at approximately one percent slope with elevations ranging from 150 to 175 feet above mean sea level. Sand Creek, a tributary of Marsh Creek, flows in a northeastern direction and is located south of the project site. A 25-foot wide Shell Oil Company easement runs in an east-west direction across the southern portion of the site. An above-ground Calpine dehydration station servicing a 10-inch Calpine gas line is located at the far southeast corner of the Aera property. The dehydration station is active, will remain active, and is regularly checked by Calpine employees. The above-ground facilities at the station include piping and cabinets with an approximate 80-foot by 20-foot footprint, standing approximately five feet tall. An approximately 58-foot wide PG&E pipeline easement with a 36-inch pipeline below ground runs in a north-south direction across the eastern edge of the project site adjacent to Heidorn Ranch Road.
- *Off-Site Impact Areas.* The proposed project would construct off-site improvements (i.e. roadways and utilities) that would affect two off-site, adjacent properties totaling approximately 6.47 acres. One off-site area to the north and east includes an approximately 6.02-acre portion of Heidorn Ranch Road (a dedicated public roadway in Antioch). The proposed project may affect the frontage of five private properties along the roadway alignment. The five adjacent properties are primarily flat and consist of private homes with ornamental plantings and, in one case, land planted in row crops. The second off-site area of approximately 0.4 acres to the southeast includes a portion of Sand Creek. Storm drain lines from the project's southern detention basin and a new storm drain outfall are proposed within the 0.4-acre off-site area. The off-site area is also primarily flat up to the creek top-of-bank, and a paved PG&E access road to a nearby PG&E facility traverses the alignment south of the site.

ENVIRONMENTAL REVIEW

An Environmental Impact Report (EIR) was prepared for this project in accordance with the California Environmental Quality Act (CEQA). A Notice of Preparation (NOP) for the Draft EIR was released for a 30-day review from September 9, 2014 to October 9, 2014. In addition, a public scoping meeting was held on September 17, 2014 to solicit public comments regarding the scope of the Draft EIR. A Notice of Availability (NOA) of the Draft EIR was distributed and the Draft EIR was sent to the State Clearinghouse for

distribution on June 23, 2015 for the 45-day public review period. Copies of the document were made available at the City of Antioch Community Development Department and on the City's website at: www.ci.antioch.ca.us. In addition, a public hearing was held on July 15, 2015 to solicit public comments regarding the Draft EIR. A Final EIR, including response to comments has also been prepared and is located on the City's website.

The EIR concluded that impacts in the following areas would be reduced to a less-than-significant level with the implementation of mitigation measures:

- Aesthetics
- Air quality and greenhouse gas emissions
- Biological resources
- Cultural resources
- Geology, soils and mineral resources
- Hazards and hazardous materials
- Noise
- Public services, recreation, and utilities
- Transportation and circulation

The EIR concluded that the project would not contribute to a significant and unavoidable impact and all impacts that are potentially significant have been mitigated to a less-than-significant level.

ANALYSIS

Issue #1: Project Overview

The applicant is proposing to construct a gated residential development, including up to 641 single-family residential units on 127.5 acres; 31.6 acres of parks and landscaped areas; extension of Heidorn Ranch Road, Hillcrest Avenue, and Sand Creek Road; extension of a portion of the Sand Creek Trail for connection to other City and regional trails with associated parking; and utility improvements.

- *Residential Concept.* The proposed project includes development of up to 641 single-family residential units on approximately 127.5 acres north of the future alignment of Sand Creek Road. The average density of the residential development would be approximately 5.03 units per gross acre. The proposed project would be constructed in two main phases arranged into six neighborhoods. At least six different housing layouts with three different elevations would be constructed on lots ranging from approximately 4,200 to 5,160 square feet. The project would be a gated community with private streets and the applicant is requesting approvals for the proposed project to be either an age-restricted or standard community, at their discretion.

- *Recreation, Landscaping and Open Space.* The proposed project includes the development of recreational, park, and landscape areas within the residential area. The proposed project would include the construction of a detention basin south of the residential area and extension of the Sand Creek Trail, with the remaining acreage as undeveloped open space adjacent to the Sand Creek buffer area. In addition, the proposed project would include a focus on drought-tolerant and adaptive plant species. Approximately 25 percent of the site would be set aside for open space and buffer uses, as described in detail below:
 - *Promenade Central Park.* An approximate 2.1-acre park space would be located in the middle of the project site. Separate parking would also be provided if recreational facilities, such as a community building or pool were incorporated in the Promenade Central Park.
 - *Promenade Southeastern Park.* An approximate 7.5-acre park space with a 3.5-acre detention basin would be located in the southeastern corner of the project site.
 - *Sand Creek Regional Trail.* A segment of the Sand Creek Regional Trail would be constructed within the project site. The trail would connect to the planned trail to the west, by the Aviano Project, and would transition to the public sidewalk to the east along Sand Creek Road.
 - *Southern Detention Basin Surrounding Open Space.* Approximately 5.7 acres of open space would be included around and adjacent to the detention basin located south of Sand Creek Road.
 - *Landscaping.* Landscaping would be provided throughout the project site on a total of approximately 31.6 acres.

- *Project Construction.* Project grading would be balanced on-site. Construction of the proposed project would be conducted in two main phases arranged into six neighborhoods. Phase 1 of the project would most likely commence in 2017; and Phase 2 of construction is expected to be completed in 2022.

Issue #2: General Plan Consistency

The subject site is within the 2,700-acre Sand Creek Focus Area located in the southern portion of the City of Antioch. The General Plan anticipates this Focus Area to evolve into a large-scale planned community that provides a mix of housing and commercial opportunities. The 141.6-acre project site is located within the northeastern corner of the Sand Creek Focus Area, and is designated as Business Park, Public/Quasi Public, and Open Space/Senior Housing (see Attachment B).

Land Use Element Update

The City embarked on a City-wide General Plan Land Use and Zoning update in September 2014. The process and community outreach continues for the Land Use Element update, including the Sand Creek Focus Area of the General Plan. The Preliminary Development Plan (PDP review for the proposed Vineyards at Sand Creek

project was initiated in May 2014, with a Planning Commission hearing on the PDP in September 2014.

Sand Creek Focus Area

The subject site is within the 2,700-acre Sand Creek Focus Area (see Attachment B) located in the southern portion of the City of Antioch, and as shown on the City's General Plan Land Use Map. The General Plan anticipates this Focus Area to evolve into a large-scale planned community that provides a mix of housing and commercial opportunities. The Sand Creek Focus Area of the General Plan (Section 4.4.6.7.b.i) states that the ultimate development yield for the Focus Area may be no higher than 4,000 dwelling units, but such a yield is not guaranteed and could be substantially lower. Rather, the General Plan notes that the actual residential development yield will depend on the nature and severity of biological, geologic, and other environmental constraints present. The project site is designated Business Park, Public/Quasi Public, and Open Space/Senior Housing within the Sand Creek Focus Area. These are further discussed below.

Business Park (BP)

The primary purpose of lands designated BP on the Antioch General Plan land use map is to provide for light industrial, research and development, and office-based firms seeking an attractive and pleasant working environment and a prestigious location. BP areas are typically labor-intensive, meaning that the density of employment is higher than areas involving mostly manufacturing or warehouse uses. BP development may occur as a single use, a subdivision wherein individual entities own and operate their businesses, or as multi-tenant complexes. Up to 280 acres within the Sand Creek Focus Area of the General Plan are to be devoted to retail and employment-generating uses which would result in the creation of up to 6,500 jobs at buildout. The BP land use designation has a maximum allowable development intensity of 0.5 Floor Area Ratio (FAR). The project site is the only site within the Sand Creek Focus Area that is designated BP. Kaiser has built on the Mixed Use Medical Facility designated site and the Commercial/Open Space site south of Kaiser remains vacant.

As part of the review of the development application, the City undertook a market analysis to determine the implications of the request to eliminate the BP designation (see Attachment C). According to the analysis, despite the BP General Plan designation, the site location and market conditions reduce the site's desirability as a location for a business park. BP, as well as other types of commercial/office development, is sensitive to optimum location, visibility, and accessibility. The project site is adjacent to residential development and open space. The site would only have freeway visibility if taller buildings were developed on-site. According to the market analysis the City has many other large areas designated for business park development that would better suit the criteria needed and are identified in the Strategic Plan as priority areas for development. Such areas include the Hillcrest Station Specific Plan area which designates 36.6 acres for Office/TOD development and estimates 1,200,000

square feet of office space at buildout. Also included is the remainder of the East Lone Tree Specific Plan area, which has approximately 60 acres of Regional Retail/Employment generating vacant land which could accommodate approximately 1,307,000 square feet of office space. In addition, other areas that could accommodate office development include Rivertown, the Lone Tree Way/A Street corridor, vacant areas around Verne Roberts Circle, the large business park development between Lone Tree Way and Country Hills Drive, and the new Wilbur Annexation area which would likely include supportive or complementary office uses with future industrial development, and the East 18th Street corridor just south of the Wilbur area. According to the market analysis the City currently has a significant amount of vacant land/buildings suitable for office and business park development/redevelopment.

Public/Quasi Public (P/QP)

The P/QP land use designation is used to designate public land and institutional uses, including public and private schools and colleges, public corporation yards, libraries, fire stations, police stations, water treatment facilities, animal shelters, public and private museums churches, and governmental offices. The P/QP land use designation has a maximum allowable development intensity of 0.5 FAR. The existing P/QP designation on the project site is the location of the Aera property which has been purchased by the project applicants. The applicant is requesting the site be redesignated OS to accommodate a private park and a water quality/detention basin.

Open Space/Senior Housing (OS/SH)

The OS land use designation is intended for areas that include parks, as well as other open space areas. Certain open space areas, such as those that exist to protect sensitive environmental resources, might not be open to public use, while other lands may be owned and managed by private entities, and therefore not open to the general public. The most prevalent public open space uses are City and regional parks, as well as private open space areas within residential developments.

The proposed project is designating the Aera property, described above, as well as the area between Sand Creek and the future Sand Creek Road as OS. The OS area south of the future Sand Creek Road is proposed to include a water quality/detention basin and trails.

Age-restricted senior housing within the Sand Creek Focus Area is intended as a means of expanding the range of housing choice within Antioch, while reducing the Focus Area's overall traffic and school impacts. Such senior housing may consist of Single-family detached, Small Lot Single-family detached, or Multi-family attached housing, and may be developed in any of the residential areas of the Sand Creek Focus Area of the General Plan. Areas identified specifically for senior housing may include limited areas of non-senior housing where environmental or topographic constraints would limit development densities to a range more compatible with estate housing than with senior housing. Although the applicant is not proposing a specific Senior Housing

designation, because senior housing is allowed in any residential designation, the applicant is leaving the possibility open that the proposed gated community can either be standard single family or senior housing.

General Plan Amendment

The proposed project includes the development of up to 641 single-family residential units and 31.6 acres of parks and landscaped areas on lands that are not currently designated for this type of development. As a result, the project requires the approval of a General Plan Amendment of the Sand Creek Focus Area that would change the land use designations from BP, P/QP, and OS/SH designations to Medium-Low Density Residential (MLDR) and OS (see Attachment D).

In addition, the proposed General Plan Amendment includes changes to the text of the Land Use Element (see Attachment E). Section 4.4.6.7 of the Antioch General Plan would be amended to add the MLDR designation to the focus area and allow the development of small lot single-family detached housing within the Sand Creek Focus Area within areas designated as MLDR, resulting in a population density of 14 to 18 persons per acre. The MLDR would result in a higher density and smaller lot size than was originally anticipated for any portions of the Sand Creek Focus Area (see Table 1). The minimum lot size is 60% of the current densest land use designation and the proposed density is 50% higher.

**Table 1
Existing Sand Creek Focus Area Single-Family Residential Density**

	Minimum Lot Size	Population Density	Unit Density
Proposed Land Use Designation			
Medium-Low Density Residential	4,200 sf	14-18 persons/developed acre	6.0 units/acre
Current Land Use Designations in the Sand Creek Focus Area			
Low-Density Residential	7,000 sf	8-12 persons/developed acre	2.7-4.0 units/acre
Hillside and Estate Residential	10,000 sf; 80% must be larger	8-12 persons/developed acre	2.7-4.0 units/acre
Executive Estate Housing	12,000 sf	0-8 persons/developed acre	2.0 units/acre
Hillside Estate	20,000 sf	0-4 persons/developed acre	1.0 unit/acre

The Sand Creek Focus Area of the General Plan (Section 4.4.6.7.b.1) states that the ultimate development yield for the Focus Area may be no higher than 4,000 dwelling units, but is not guaranteed and could be substantially lower. To date, 533 dwelling units have been approved within the Sand Creek Focus Area, all as part of the adjacent Aviano project. The proposed project would convert a BP site to MLDR for the

development of 641 units. This project does not increase the 4,000 dwelling unit total, but its units would be deducted from the overall total.

Fiscal Impact Summary

The General Plan (6.4.2.e.) calls for a fiscal impact analysis to “provide input into assessment of the overall fiscal impact of development within the City, and to determine what costs to the City, if any, should be mitigated. A fiscal impact analysis was prepared for the proposed project by Economic and Planning Systems, under contract with the City (see Attachment F). The analysis included three scenarios: a baseline scenario, a conservative sale price scenario, and an increased baseline costs scenario. All three result in an annual surplus to the City that ranged from \$64,038 to \$151,303. These figures are for the entire project. The per-unit values are \$100 to \$236 annually.

The analysis considered the overall fiscal impact on the City, including the anticipated costs of the City serving the project, the sales tax and other local revenues generated by future residents, and the anticipated police service fee, which offsets the costs of providing police services. This surplus occurs only because of the unique qualities of this project. Specifically, the private ownership and maintenance of the project’s streets and parks relieve the City of its ordinary obligation to forever maintain these elements and the police service fee eliminates that ordinary obligation. Without private ownership and this fee in place, the project would result in a large annual cost to the City. It is also important to note that the City of Brentwood will capture 75% of the sales tax revenue from this project because of its location and land use planning patterns.

Issue #3: Vesting Tentative Map

The Vesting Tentative Map for the proposed project includes development of 641 single-family residential units on approximately 127.5 acres north of the future alignment of Sand Creek Road (see Attachment G). The average density of the residential development would be approximately 5.03 units per gross acre. The proposed project would be constructed in two main phases arranged into six neighborhoods. At least six different housing layouts with three different elevations would be constructed on lots ranging from approximately 4,200 to 5,160 square feet.

Circulation

Vehicular entrances and exits to the project site would be provided along the east side of the project site by improving Heidorn Ranch Road to a four-lane divided roadway from south of the East Bay Municipal Utility District (EBMUD) Mokelumne Aqueduct right-of-way to the main entrance. In addition, Heidorn Ranch Road would be extended to intersect with Sand Creek Road.

On the west side of the project site, Hillcrest Avenue would be improved as a four-lane divided roadway (previously approved and permitted by the Aviano Residential project) as a second entrance along the westerly boundary of the site.

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The Sand Creek Road would be constructed from the boundary of the Cities of Antioch and Brentwood to Hillcrest Avenue. The design shall include an ultimate width of 80 foot curb to curb and 112 foot right-of-way from Hillcrest Avenue to Heidorn Ranch Road with two 12 foot lanes and an 8 foot bike lane in each direction.

Interior vehicular circulation would be provided by a traditional grid pattern of two-way streets that connect back to a wider, central spine entry street, referred to as a Promenade. Each residential unit would have a two-car garage and driveway with additional street parking.

The conditions of approval address the timing of the roadway improvements by each phase in order to ensure adequate access is provided to the project site and the region at the appropriate time.

Parks and Recreation

The proposed project includes a total of 31.6 acres of private parks, open space, and landscaped areas. The proposed project would include the construction of a water quality/detention basin south of the residential area and extension of the Sand Creek Trail, with the remaining acreage as undeveloped open space adjacent to the Sand Creek buffer area. In addition, the proposed project would include a focus on drought-tolerant and adaptive plant species. Approximately 25 percent of the site would be set aside for open space and buffer uses, as described in detail below. The conditions of approval outline the park improvements necessary for each phase of development.

Central Park

An approximate 2.1-acre private park space would be located in the middle of the project site. Separate parking would also be provided if recreational facilities, such as a community building or pool were incorporated in the Central Park.

Southeastern Park

An approximate 7.5-acre private park space with a 3.5-acre water quality/detention basin would be located in the southeastern corner of the project site. A portion of the park space would include a large lawn area for youth playfields, as well as walking paths, a play structure, shade trees, and benches. Agricultural plantings would be used to delineate active areas from open space and provide a screening for the detention basin and Calpine Facility.

Sand Creek Regional Trail

A segment of the Sand Creek Regional Trail would be constructed within the project site. The trail would connect to the planned trail to the west, by the Aviano residential project, and would transition to the public sidewalk to the east along Sand Creek Road.

Access points would be provided south of Sand Creek Road at Hillcrest Road and at Heidorn Ranch Road.

Southern Detention Basin Surrounding Open Space

Approximately 5.7 acres of open space would be included around and adjacent to the water quality/detention basin located south of Sand Creek Road.

Landscaping

Landscaping would be provided throughout the project site on a total of approximately 31.6 acres. Project landscaping would consist of street trees, shrubs, groundcover, agricultural plantings, and open lawn areas. Both entrances to the project site and the main spine street would be landscaped as would the project side of Hillcrest Road, Sand Creek Road and Heidorn Ranch Road including roadway medians. Public spaces, common spaces, and private landscaping areas would have an emphasis on drought-tolerant and adaptive plant species.

According to Section § 9-4.1004 of the Antioch Municipal Code, the amount of land to be dedicated for parks is based on the average number of persons per dwelling unit multiplied by the standard of 5.0 acres per 1,000 persons equals the required number of acres per dwelling unit.

At 641 single-family dwelling units, a minimum of 9.62 acres of parkland must be included in the proposed project (0.015 average requirement per dwelling unit x 641 dwelling units = 9.62 acres). The proposed project includes a total of 31.6 acres of landscaped areas; however, according to Section § 9-4.1010(A) of the Antioch Municipal Code, a maximum credit of 6.75 acres of private parkland would count towards the parkland dedication set forth in Standard 3.5.7.2. Therefore, in addition to the private parkland included in the proposed project, the payment of parkland dedication in-lieu fees will be required consistent with Code.

Issue #4: Zoning and Planned Development Standards

As described above, the proposed project site is located within the Sand Creek Focus Area of the General Plan and is zoned S. As a result, the proposed project requires the approval of a Master Development Plan, Final Development Plan, and Planned Development rezone. The Master Development Plan and rezone to Planned Development district is intended to set the development standards applicable to the project site, including the maximum density and maximum number of units, minimum lot size, landscape requirements, open space requirements, architectural guidelines, and maximum building heights and lot coverage. The applicant has proposed separate development standards for the project depending upon whether it is built as an active adult or standard single family community. Table 2 outlines the proposed development standards and compares them to the City's standard R-6 zoning requirements.

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**Table 2
Planned Development Standards**

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
Maximum Density	6 dwelling units per gross developable acre	<u>All Lot Types:</u> 4.6 dwelling units per gross acre (5.5 dwelling units per net developable acre)	<u>All Lot Types:</u> 4.6 dwelling units per gross acre (5.5 dwelling units per net developable acre)
Maximum Number of Units		<u>All Lot Types:</u> 641 Single Family Residences	<u>All Lot Types:</u> 641 Active Adult Residences
Minimum Lot Size	6,000 sq. ft.	<u>Lot Type A:</u> 45'x80', average Lot Size 4,200 SF <u>Lot Type B:</u> 50'x80', average Lot Size 4,630 SF <u>Lot Type C:</u> 50'x90', average Lot Size 5,160 SF	<u>Lot Type A:</u> 45'x80', average Lot Size 4,200 SF <u>Lot Type B:</u> 50'x80', average Lot Size 4,630 SF <u>Lot Type C:</u> 50'x90', average Lot Size 5,160 SF
Minimum Lot Width	<u>Interior lot:</u> 60 feet. <u>Corner lot:</u> 65 feet.	<u>Lot Type A:</u> All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way. <u>Lot Type B and C:</u> All lots shall have a minimum width of 50 feet at a distance of 20-feet from the right of way.	<u>Lot Type A:</u> All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way. <u>Lot Type B and C:</u> All lots shall have a minimum width of 50 feet at a distance of 20-feet from the right of way.
Minimum Front Yard Setbacks	20 feet (reserved for landscaping only, excluding driveways).	<u>All Lot Types:</u> 10 foot minimum to porch front, 12 foot minimum to living space, (reserved for landscaping only, excluding driveways).	<u>All Lot Types:</u> 10 foot minimum to porch front, 12 foot minimum to living space, (reserved for landscaping only, excluding driveways).
Minimum Side Yard Setbacks	<u>Interior lot:</u> 5 feet. <u>Corner lot:</u> 10 feet. For at least 25% of the lots in a given subdivision, one side yard of an interior lot shall be	<u>Lot Type A Interior lot:</u> 4 foot minimum. <u>Lot Type A Corner lot:</u> 4 foot interior/9 foot street-side. <u>Lot Type B and C Interior</u>	<u>Lot Type A Interior lot:</u> 4 foot minimum. <u>Lot Type A Interior 'Active Adult' Duet lot:</u> 0 foot minimum (duet) one side and 4 foot minimum alternate side.

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Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
	10 feet in width and the other side yard can be five feet.	<p><u>lot</u>: 5 foot.</p> <p><u>Lot Type B and C Corner lot</u>: 5 foot interior/10 foot street-side.</p> <p>Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Municipal Code Section 9-5.801.</p>	<p><u>Lot Type A Corner lot</u>: 4 foot interior/9 foot street-side.</p> <p><u>Lot Type A Corner 'Active Adult' Duet lot</u>: 0 foot minimum interior/9 foot streetside.</p> <p><u>Lot Type B and C Interior lot</u>: 5 foot.</p> <p><u>Lot Type B and C Interior 'Active Adult' Duet lot</u>: 0 foot minimum one side and 5 foot minimum alternate side.</p> <p><u>Lot Type B and C Corner lot</u>: 5 foot interior/10 foot street-side.</p> <p><u>Lot Type B and C Corner 'Active Adult' Duet lot</u>: 0 foot minimum interior/10 foot streetside.</p> <p>Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Municipal Code Section 9-5.801.</p>
Minimum Rear Yard Setbacks	20 feet	<p><u>Lot Type A, B, and C</u>: 10 foot minimum/12 foot average.</p> <p><u>Additionally, Lot Type C with lots deeper than 95 feet</u>: 15 foot minimum/18 foot average.</p>	<p><u>All Lot Types</u>: 10 foot minimum/12 foot average.</p> <p><u>Lot Type C with lots deeper than 95 feet</u>: 15 foot minimum/18 foot average.</p>

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
Accessory Structure Setbacks	Detached accessory structures shall be located behind the required front yard setback and cover no more than 40% of the required rear yard area. Minimum side yard for is 20 feet on corner lots and zero feet on interior lots. No minimum rear yard setback is required. Attached accessory buildings shall comply with the requirements applicable to the main building. A detached accessory building shall be at least five feet from any building.	<p><u>All Lot Types: Interior lot:</u> side yard and rear yard setback is zero feet.</p> <p><u>All Lot Types: Corner lot:</u> street side yard is 10 feet and rear /interior side yard is zero feet.</p>	<p><u>All Lot Types: Interior lot:</u> side yard and rear yard setback is zero feet.</p> <p><u>All Lot Types: Corner lot:</u> street side yard is 10 feet and rear /interior side yard is zero feet.</p>
Covered Patio	May encroach to within 10 feet of rear property line and to within three feet of a side property line.	<p><u>All Lot Types: Covered Patio/"California Room":</u> A covered area, attached or detached to the main structure, without walls on two or more sides.</p> <p><u>Covered Patio setbacks:</u> 3' minimum to rear and side yard. The wall-less sides of Covered Patios at the rear elevation can encroach further than architectural popouts. A California Room with a solid covered roof (not trellis) is limited to cover no more than 33% of the required rear yard.</p>	<p><u>All Lot Types: Covered Patio/"California Room":</u> A covered area, attached or detached to the main structure, without walls on two or more sides.</p> <p><u>Covered Patio setbacks:</u> 3' minimum to rear and side yard. The wall-less side of Covered Patios at the rear elevation can encroach further than architectural popouts. A California Room with a solid covered roof (not trellis) is limited to no more than 33% of the required rear yard.</p>
Maximum Building Height	35 feet	<u>All Lot Types:</u> 35 feet for single-story profile and two-story structures.	<u>All Lot Types:</u> 35 feet for single-story profile and two-story structures.

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
<p>Maximum Lot Coverage (gross first floor living plus garage area divided by the lot area and does not include Covered Patios/porches)</p>	<p>40%</p>	<p><u>All Lot Types:</u> 25 feet for one-story structures.</p> <p><u>Lot Type A and B:</u> 60% for single-story homes and 54% for two-story homes. No single-story homes required.</p> <p><u>Lot Type C:</u> 60% for single-story or single-story profile homes and 54% for two-story homes. No single-story homes required.</p>	<p><u>All Lot Types:</u> 25 feet for one-story structures.</p> <p><u>Lot Type A and B:</u> 60% for single-story; 54% for two-story and single-story profile homes. No two-story homes required.</p> <p><u>Lot Type C:</u> 63% for single story homes. 54% for two-story and single-story profile homes. No two-story homes required.</p> <p>If developed as an Active Adult community, all homes are expected to be single-story – either detached or as duets, based upon market preferences. No two-story homes shall be required in an Active Adult community.</p>
<p>Parking and Driveways</p>	<p>20 feet from property line to front of garage.</p> <p>2 spaces per unit in a garage, plus one guest parking space on the street within close proximity to the unit served.</p>	<p><u>All Lot Types:</u> 20-foot minimum setback to garage door for lots with sidewalk along frontage. 18-foot minimum setback to garage door for lots without sidewalk along frontage Garage provides at least two off-street parking spaces. One on-street parking space must be provided in front of, or for corner lots the parking space may be on the street side yard of - each house (at least 20 feet of curb with exceptions for cul-de-sacs).</p>	<p><u>All Lot Types:</u> 20-foot minimum setback to garage door for lots with sidewalk along frontage. 18-foot minimum setback to garage door for lots without sidewalk along frontage Garage provides at least two off-street parking spaces. One on-street parking space must be provided in front of, or for corner lots the parking space may be on the street side yard of - each house (at least 20 feet of curb with exceptions for cul-de-sacs).</p>

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
Driveway Width	Minimum 10 feet	<p><u>Lot Type A:</u> Driveway width not to exceed 45% of lot frontage.</p> <p><u>Lot Type B and C:</u> Driveway width not to exceed 40% of lot frontage.</p>	<p><u>Lot Type A:</u> Driveway width not to exceed 45% of lot frontage.</p> <p><u>Lot Type B and C:</u> Driveway width not to exceed 40% of lot frontage.</p>
Landscape Requirements		The landscaped setbacks from arterial streets (Hillcrest Avenue, Heidorn Ranch Road and Sand Creek Road) shall be as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.	The landscaped setbacks from arterial streets (Hillcrest Avenue, Heidorn Ranch Road and Sand Creek Road) shall be as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.
Private Pool Club and Park		A private Pool Club and Parks shall be allowed within in the Vineyards at Sand Creek project.	A private Pool Club and Parks shall be allowed within in the Vineyards at Sand Creek project. If developed as an Active Adult Community, Parcel A Park and Parcel D Park may be adjusted to reflect the Active Adult programming. In no case shall this adjustment result in less park acreage in the gated community.
Model Home Complexes		One or more model home complexes that showcase the different lot sizes and products shall be allowed within the Vineyards at Sand Creek project.	One or more model home complexes that showcase the different lot sizes and products shall be allowed within the Vineyards at Sand Creek project.
RV Parking	For at least 25% of the lots in a given subdivision, one side yard of an interior lot shall be 10 feet in width and the other side yard can be five feet.	The project shall not be required to provide onsite or offsite RV Parking. This exclusion shall be included in the community's CC&R's.	The project shall not be required to provide onsite or offsite RV Parking. This exclusion shall be included in the community's CC&R's.

Proposed Planned Development District Standard	Standard R-6 Zoning	Proposed PD Zoning for Single-Family Residential (SF)	Proposed PD Zoning for Active Adult Residential (AA)
Private Curbs		VSC Private Streets shall have the option of providing a beveled-curb as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.	VSC Private Streets shall have the option of providing a beveled-curb as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.

Vineyards at Sand Creek Design Guidelines

The applicant, GBN Partners, LLC has prepared Design Guidelines for the proposed Vineyards at Sand Creek Project (see Attachment H – noting that they have been distributed to the Planning Commission and are available on the City's website). The intent of the Design Guidelines is to customize the City of Antioch's Residential Design Guidelines for the Vineyards at Sand Creek single-family residential project. These Guidelines, conceptualized with neighborhood landscaping, entry and architectural renderings, are to be used in place of the City Guidelines in evaluating the future neighborhood construction plans. Future Design Review submittals will be reviewed against the Design Guidelines to ensure that this single-family residential development would be consistent.

Design Objectives

The proposed project is a gated community that incorporates physical and pedestrian connections between internal neighborhoods to help create a unified community. In addition, the project constructs public sidewalks and regional trail connections that will also benefit pedestrians outside the gated community.

Site Planning

The proposed project creates usable public open space that would provide public access and enjoyment along Sand Creek. The extension and improvement of public roads (Hillcrest Avenue and Heidorn Ranch Road) with sidewalks and bike lanes would give this neighborhood direct access to schools, opens space and the variety of commercial uses located along Lone Tree Way.

Project Entry and Character

The proposed project would be distinguished at its edges and entries by drought tolerant and vineyard-themed landscaping. The entries would reflect the overall architectural identity and character of the project and be augmented by the use of lighting, larger specimen trees, landscaped medians, natural material wall features, textured asphalts/paving treatments and project signage.

Circulation

The VSC Project circulation system efficiently connects all parts of the neighborhood together and accommodates all modes of transportation (cars, bikes, pedestrian and transit). Behind the gates, the city-standard sized (though private) neighborhood streets allow for parking on both sides, and a generous five-foot sidewalk on one side. All paths lead to the central spine street with its separated 20-foot travel lanes, deep landscaping, and broad sidewalks. Outside the gates, the project improvements would complete the construction and extension of Heidorn Ranch Road, Hillcrest Avenue and Sand Creek Road, all of which have six-foot wide sidewalks and signalized intersections. Pedestrian connections to two regional trails - the Mokelumne Regional Trail to the north and the soon-to-be-constructed Sand Creek Trail to the south - are less than a half mile's walk from the project entries. For longer trips, Tri-Delta Transit bus stops are conveniently located at each entry.

Architectural

The proposed project Architectural Style is generally in keeping with the vineyard theme and the root of this style is found primarily in the wine regions of California. The traditional Californian styles of the "California Vineyard" include Tuscan, Spanish and Monterey. The newer Californian styles include Shingle and American Farmhouse. A minimum of three styles per plan - from a palette of four per product neighborhood (Lot Size Type A, B and C) would be used and would give a very nice mix along any given streetscape. The style will enhance the character of Antioch, and when grouped together, would complement each other and create a unique neighborhood identity.

Landscape

The Design Guidelines intend to use landscaping to define entrances, to provide buffer between incompatible uses, and to provide screening when necessary. The proposed plant palette shall include drought tolerant materials with various, textures, and colors. Large specimen trees within the proposed project shall be strategically located within the development. Potential locations include at the project entries, at the Central Park/Pool Club Area and at the Sports Park. The proposed project tree selections shall consist of high branching species that require minimal maintenance. Drought tolerant trees would consist of natives and adaptive species of low fire values.

Issue #5: Infrastructure and Off-Site Improvements

The project site is currently undeveloped; therefore the project will have to construct the following public utilities and improvements in order to serve the project.

- *Water Service.* Potable water would be distributed to the project site by an existing 12-inch Zone III trunk line beneath Heidorn Ranch Road. The line would be extended within Heidorn Ranch Road south to Sand Creek Road and west

within Sand Creek Road to create a loop to connect with the 16-inch Zone III trunk line in Hillcrest Avenue.

- *Sanitary Sewer.* If not already completed by the adjacent developer (the sewer line was previously approved and permitted for the Aviano Residential project), the proposed project would extend the existing 24-inch sanitary sewer pipe, located at Heidorn Ranch Road, northeast of the project site. The pipe would be extended south along the future alignment of Heidorn Ranch Road to the project entry and west through the Promenade to the Hillcrest Avenue entry.
- *Storm Water.* Approximately one-third of the eastern part of the site (approximately 35 acres) would drain to the smaller proposed stormwater detention/water quality basin located within the Promenade southeastern park. The balance of the site would drain to the larger proposed stormwater detention/water quality basin south of Sand Creek Road. The basins would then drain through engineered outlets to Sand Creek. The basins would provide mitigation for detention, water quality, and hydromodification.
- *Power and Communications.* Electricity to the project site would be provided by PG&E. AT&T provides telephone and internet service and Comcast and Astound provide cable television and internet services city-wide. Dry utilities, electrical, gas, and technology lines would be extended from the existing lines beneath Heidorn Ranch Road and Hillcrest Avenue and looped between the two through Sand Creek Road.

Off-Site Improvements

The proposed project would construct off-site improvements (i.e. roadways and utilities) that would affect two off-site, adjacent areas totaling approximately 6.47 acres. One off-site area to the north and east includes an approximately 6.02-acre portion of Heidorn Ranch Road. The proposed project may affect the frontage of five private properties along the roadway alignment. The five adjacent properties are primarily flat and consist of private homes with ornamental plantings and, in one case, land planted in row crops. The second off-site area of approximately 0.4 acres to the southeast includes a portion of Sand Creek. Storm drain lines from the project's southern detention basin and a new storm drain outfall are proposed within the 0.4-acre off-site area. The off-site area is also primarily flat up to the creek top-of-bank, and a paved PG&E access road to a nearby PG&E facility traverses the alignment south of the site.

Issue #6: Development Agreement

The approval of the Vineyards at Sand Creek Project includes a Development Agreement between GBN Partners, LLC and the City of Antioch (see the Development Agreement attached to the Planning Commission resolution). The Development Agreement is for a fifteen year term and addresses the provision of police services funding, development fees, reimbursements, potential infrastructure and financing mechanisms.

RECOMMENDATION

The Planning Commission is asked to consider the proposed project and make a recommendation to the City Council.

The Planning Commission may find it helpful to examine the project as two distinct requests, understanding that the second is wholly contingent on the first. The first request is to substitute a residential designation for the business park designation and to allow a project at a higher density than ordinarily allowed in the Sand Creek Focus Area. This request also requires that other text in the General Plan be amended to avoid conflict. Approval of this request would create new policy relative to this property and others in the Sand Creek Focus Area. This new policy addresses land use designation, residential densities, the City's pursuit of employment-generating uses in this area, and comprehensive resource management. As the primary advisory body to the City Council, the Planning Commission should very seriously consider this request in its recommendation. The Planning Commission may recommend all, none, or part of the General Plan amendments.

The second effort addresses the actual mechanics of the project. Because the project is dependent on approval of the General Plan amendments, it cannot be separately approved without all of the other approvals in place. That said, the proposed project, its conditions of approval, the development agreement, and other elements are consistent with the City's best practices and staff recommends their approval should the Planning Commission find in favor of the General Plan amendments.

ATTACHMENTS

- A On and Off-site Project Map
- B Existing General Plan Sand Creek Focus Area Designations
- C Market Analysis
- D Proposed General Plan Sand Creek Focus Area Designations
- E Proposed General Plan Text Amendments
- F Fiscal Impact Analysis
- G Vineyards at Sand Creek Vesting Tentative Map
- H Vineyards at Sand Creek Design Guidelines

ATTACHMENT H

**REDLINED DEVELOPMENT AGREEMENT WITH CHANGES SINCE THE PLANNING
COMMISSION HEARING**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attention: City Clerk

(Space Above This Line Reserved For Recorder's Use)
Exempt from Recording Fees Pursuant to Gov. Code Section 27383

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF ANTIOCH
AND
GBN PARTNERS, LLC**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and GBN Partners, LLC, a Delaware limited liability company ("**Developer**") (each a "**Party**" and collectively the "**Parties**"), pursuant to the authority of Division 1, Chapter 4, Article 2.5, Sections 65864 et seq. of the Government Code (the "**Statute**") is entered into as of _____, (the "**Effective Date**") in the following factual context:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature enacted the Statute, which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Developer is the owner of approximately 142 acres of real property located in the City of Antioch, Contra Costa County more particularly described in *Exhibit A* to this Agreement (the "**Property**"), known as Promenade/Vineyards at Sand Creek, which Developer plans to develop as either a single-family market-rate residential community or as an age-restricted Active-Adult residential community (the "**Project**"). The planning, development, construction, operation and maintenance of the Project is more particularly described in, and reviewed and analyzed by, the Environmental Impact Report (SCH # 2014092010, "**EIR**") prepared in conjunction with the Project and its below-described "**Project Approvals**." In accordance with the California Environmental Quality Act (Pub. Res. Code §§ 21000 *et seq.*) and its Guidelines (C.C.R., Title 14 §§ 15000, *et seq.*), as each is amended from time to time (collectively, "**CEQA**"), City certified as adequate and complete the EIR. Pursuant to CEQA, a mitigation/monitoring program for the Project was approved by the City Council. The City has determined that no additional environmental review is necessary in connection with its consideration, approval and execution of this Agreement.

C. The Project has been designed as a private, gated residential community, where housing and recreation are integrated into one cohesive whole. Key components include pedestrian and bicycle friendly streets, private recreational opportunities, a mix of housing opportunities, distinctive architecture and landscape elements, and a vibrant neighborhood community center.

D. As of the execution of this Agreement, various land use regulations, entitlements, grants, permits and other approvals have been adopted, issued, and/or granted by City relating to the Project (collectively, “**Existing Approvals**”, contained in *Exhibit B* to this Agreement), including without limitation, all of the following (including their text, diagrams and conditions of approval):

1. “**EIR**” (defined in Recital B above).
2. “**General Plan Amendment**” – (GPA 14-01) – Redesignating the Property from Business Park to Residential, and exempting the Property from the City regulations (including without limitation City Ordinance No. 2005/41) relating to an alternative process for the project applications within the Sand Creek Focus Area (collectively, “**GPA**”).
3. “**Master Development Plan/Planned Development Rezone**” – (PD 14-03) – A Planned Development District with Design Guidelines to guide future development of the community and a Master Development Plan (collectively, the “**Rezoning**”).
4. “**Vesting Tentative Map/Final Development Plan**” – (Subdivision 9390) – Subdivision map and Final Development Plan reflecting roads, infrastructure and up to 650 single-family residential lots, which lots can also be developed as age-restricted units in their entirety. The Vesting Tentative Map/Final Development Plan will employ multiple (phased) final maps, creating separate phases of the Project (currently approximated at 6 phases) (collectively, the “**VTM**”). The VTM includes a Preliminary Phasing Plan consistent with the VTM to facilitate development of the Property. The Preliminary Phasing Plan is included as part of the VTM approval, including the conditions of approval that accompany the VTM (contained in *Exhibit B* to this Agreement), and shall be included within any reference in this Agreement to VTM.

E. “**Subsequent Approvals**” (each referred to individually as a “**Subsequent Approval**”) shall mean those permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), that may be necessary or desirable for the development of the Project, that are sought by Developer, and that are granted by City on or after the Effective Date of this Development Agreement. Subsequent Approvals include without limitation new permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), as well as amendments to Existing Approvals.

F. On _____, 2016, at a duly noticed public hearing, the Planning Commission considered and recommended approval of the EIR, GPA, Rezone, VTM and this Agreement to the City Council pursuant to Resolution No. / _____.

G. On _____, 2016, at a duly noticed public hearing, the City Council certified the EIR pursuant to Resolution No. / _____, approved the GPA pursuant to Resolution No. / _____, approved the Rezone pursuant to Ordinance No. _____, and approved the VTM pursuant to Resolution No. / _____.

H. The City Council has found that, among other things, this Agreement and the Project Approvals, are consistent with its General Plan and has been reviewed and evaluated in accordance with California Government Code §§65864 *et seq.*

I. On _____, 2016, at a duly noticed public hearing, the City Council adopted Ordinance No. _____ approving this Agreement, a copy of which is attached as *Exhibit C* to this Agreement.

AGREEMENT

In this factual context and intending to be legally bound, the Parties agree as follows:

**ARTICLE 1
TERM**

1.1. The term of this Agreement (“**Term**”) shall commence as of the Effective Date and continue to and including _____, 2031. The expiration of the term of this Agreement shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Developer may have that exist independently of this Agreement and derive from common law vesting or other laws or regulations of the State or the City.

1.2. Pursuant to Government Code section 66452.6(a) and this Agreement, in addition to other extensions available under the Subdivision Map Act, the term of the Vesting Tentative Map and any other tentative map, vesting tentative map, tentative parcel map, vesting tentative parcel map, final map or vesting final maps, or any new such map or any amendment to any such map, or any resubdivision (collectively referred to as “**Subdivision Document**”) relating to the Project shall automatically be extended to and until the later of the following:

1.2.1 The Term; or

1.2.2 The end of the term or life of any such Subdivision Document otherwise given pursuant to the “**Subdivision Map Act**” (defined herein) and/or local regulation not in conflict with the Subdivision Map Act.

1.3. If this Agreement terminates for any reason prior to the expiration of the vested rights otherwise given under the Subdivision Map Act to any vesting tentative map, vesting parcel map, vesting final map or any other type of vesting map on the Property (or any portion of the Property) (collectively, “**Vesting Map**”), such termination of this Agreement shall not affect Developer’s right to proceed with development under such Vesting Map in accordance with only

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the applicable law so vested under the Vesting Map, for the life of such vested rights given by such Vesting Map.

1.4. The term of any and all Project Approvals, including without limitation, all development plans, development permits, or other permit, grant, agreement, approval or entitlement for the general development of all or any part of the Project and Property, shall be to and until the later of the following:

1.4.1 The Term; or

1.4.2 The term or life of any Subdivision Document pursuant to the Subdivision Map Act or local regulation not in conflict with the Subdivision Map Act.

ARTICLE 2 COVENANTS OF DEVELOPER

2.1. **Obligations of Developer Generally.** Developer shall have no obligation to proceed with, or complete the Project at any particular time or at all. However, if Developer proceeds, it shall comply the Applicable Law, as defined in this Agreement, including without limitation, Section 2.2. below.

2.2. **Applicable Law.** The rules, regulations and official policies governing permitted uses of the Property, density and improvement requirements applicable to development of the Property shall be the ordinances, rules, regulations, and official policies in force and effect on the Effective Date of this Agreement, except as otherwise provided in the Project Approvals or this Agreement (the “**City Regulations**”). The law applicable to the Project during the Term of this Agreement shall be only the following: (a) the City Regulations; (b) the Project Approvals and (c) this Agreement (collectively, the “**Applicable Law**”). If there is a conflict between this Agreement and the City Regulations or Project Approvals, this Agreement shall control. If there is a conflict between the Project Approvals and the City Regulations, the Project Approvals shall control.

2.3. **Fees, Taxes and Assessments.**

2.3.1 **Development Fees.** During the Term, Developer shall pay only those City-imposed development fees (collectively, “**Development Fees**”) in force and effect as of the Effective Date. The Project has been approved for development as either a single-family market-rate residential community in its entirety or as an age-restricted “active-adult” residential community in its entirety. Developer, in its sole and exclusive discretion shall determine which residential development to pursue. If Developer decides to pursue an age-restricted “active-adult” residential community and if City, in its sole and absolute discretion, has implemented an active adult fee category after completion of a nexus study and adoption of such fees, Developer shall be subject to such fees. Development Fees shall be paid at the rate in effect at the time of building permit issuance.

(a) The Project shall not be subject to any existing or future Development Fees related to affordable housing, public art, Residential Development Allocation Fee(s)/Growth Management Fees, or Habitat Conservation Plan (HCP) fees. The project is progressing with environmental permitting through the State and Federal Agencies, but the project may at its option participate in an HCP.

(b) Developer has agreed to dedicate right-of-way and complete certain improvements required by the Project Approvals to Hillcrest Avenue, Sand Creek Road and Heidorn Ranch Road as described in the Project Approvals. Therefore, the Project shall not be subject to any existing or future Development Fees relating to local traffic/roadway/circulation/transportation dedication, construction, improvements and/or funding of any kind or any other Development Fees relating to such local traffic/roadway/circulation/transportation dedication, construction, improvements and/or funding of any kind. The project is subject to regional transportation fees (East Contra Costa Regional Fee and Financing Authority) in place at the time of building permit.

(c) Developer has agreed to be financially responsible for half of two public-benefit traffic signal improvements – one at Sand Creek Road at Hillcrest Avenue and the second at Sand Creek Road at Heidorn Ranch Road – neither of which are necessitated by project traffic alone, but are required by the Project Approvals and described in the Project Approvals. The developer will construct these signals and be reimbursed 50% by adjacent development or the City of Brentwood or deposit funds with the City for 50% of the signals as required by the Conditions of Approval. Therefore in consideration of the portion of these two traffic signals, the Project will not be subject to traffic signal fees or eligible for traffic signal reimbursements.

(d) Incentivize Community Benefit Infrastructure Construction, The City and the community have a significant interest in ensuring that the Project proceeds in an orderly fashion as part of the overall improvement of the community. In an effort to incentivize Developer's construction of important infrastructure in the Sand Creek Focus Area, from the date of the issuance of the first building permit for a non-model residential dwelling unit ("Permit Issuance Date") until the fifth anniversary of the Permit Issuance Date (5 years), the Development Fees Developer shall pay are the Development Fees in effect on a Citywide basis at the Permit Issuance Date, depending on the residential type of the Project (market rate or active adult). Notwithstanding the forgoing, the City may, at City's sole and exclusive discretion, on an annual basis, and pursuant to any applicable City Municipal Code requirements, increase or decrease (as appropriate) the amount of such Development Fees by a percentage not to exceed the percentage increase or decrease (as appropriate) for the prior calendar year in the Engineering News Record Construction Cost Index for the Region ("Index-Adjusted Fees"); however, Developer shall pay that Development Fee that is lower: the then-current City-wide Development Fee otherwise applicable to similar projects or the Index-Adjusted Fees.

2.3.2 Processing Fees. For the purposes of this Agreement, "Processing Fees" shall mean processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City for City staff and consultant time and resources spent reviewing and processing Developer's applications for Project Approvals, or for monitoring compliance with and reviewing submittals for any Project Approvals. Developer

shall pay all Processing Fees, as such fees and charges are adjusted from time to time. "Processing Fees" shall not mean and include Development Impact Fees or any other fee, tax or assessment. The foregoing notwithstanding, no fees other than Processing Fees shall be due before approval of the final map, unless earlier payment is expressly required by the Project Approvals.

2.3.3 Taxes and Assessments. Except as otherwise provided in this Agreement or the Project Approvals, during the Term, Developer shall pay only those City-imposed land-based taxes and assessments in force and effect as of the Effective Date, except for a tax or assessment agreed upon by Developer, a tax or assessment imposed as a result of the implementation of a financing mechanism to fund improvements or services or a Proposition 218 voter approved assessment.

2.4. Construction and Timing of Improvements.

2.4.1 Developer shall construct the improvements required by, and more particularly described in, the conditions of approval contained in *Exhibit B*. Developer shall perform the work in accordance with the standards and specifications established by Applicable Law. To the extent there are no such standards or specifications, the work shall be performed in accordance with industry standards and in good and workmanlike manner, as approved by the City Engineer.

2.4.2 The Parties acknowledge that the Project may be built in phases different from those set forth in the Preliminary Phasing Plan attached in *Exhibit B*. The timing of certain improvements set forth in the conditions of approval were based on the Preliminary Phasing Plan. If the City Engineer approves changes to the phasing of the Project from that in the Preliminary Phasing Plan in a manner that impacts the timing for the construction of the improvements set forth therein, the City Engineer has the authority to change the timing for those improvements to be consistent with the changes to the phasing. Such changes will automatically be incorporated into the Project Approvals and will not require an amendment to the Project Approvals, including this Agreement.

2.5. Subdivision and Other Agreements; Multiple Final Maps. Developer shall execute and perform its obligations as set forth in any Subdivision Improvement Agreements required or permitted by Applicable Law to obtain approval of final maps. Developer may file multiple final maps in accordance with 3.5 below.

2.6. Design Review. The Project Approvals include Design Review Guidelines but do not include design review approval, which Developer has yet to obtain. Developer's design review applications and submittals shall be consistent with the Vineyards at Sand Creek Design Review Guidelines approved by the City. The designs shall incorporate a level of quality craftsmanship consistent with projects completed in similar regional markets.

2.7. Sand Creek Focus Area (SCFA) Sewer Trunk Line Improvements. Developer shall provide a sewer study and coordinate with the design, rights-of-way and easement needs of the major sewer trunk line through the Property in order to help facilitate the construction of the major sewer trunk line to benefitting properties, as more particularly

described in the conditions of approval attached in **Exhibit B** (collectively, “**SCFA Sewer Trunk Line Improvements**”). If desired, the Developer shall create a land-based financing mechanism or participate in another mechanism acceptable to the City that will fairly distribute the cost of formation, design, offsite construction, upsizing and advance funding of the Sewer Trunk Line Improvements amongst the benefitting property owners in and around the Sand Creek Focus Area, as approved by the City Engineer. For property that will benefit from the Sewer Trunk Line Improvements, the City shall require, by imposing a condition of approval, inserting a requirement into a Development Agreement or otherwise, an obligation on that property (and the property’s owner(s)) to reimburse Developer for such other property’s (and its owner(s)) proportional share (fair share) of these identified Sewer Trunk Line Improvements at the earlier of the filing of a final map or issuance of a building permit on the affected property. The City shall collect the reimbursement amounts if and when such properties develop, and distribute that amount to Developer on a quarterly basis. City shall assist Developer as needed, including without limitation, taking those actions set forth in Section 2.14 of this Agreement. Upon acceptance by the City, the SCFA Sewer Trunk Line Improvements shall be maintained by City.

2.8. Parks, Trail Improvements and Landscaped Areas. Developer shall, at its sole cost and expense, design, construct and dedicate to the City, Parcel G, located south of the future extension of Sand Creek Road, as more particularly described in the conditions of approval attached in **Exhibit B** (“**Parcel G Water Quality & Detention Basin**”). Upon acceptance by the City, the Parcel G Water Quality & Detention Basin shall be owned by the City and maintained by the Lighting and Landscaping District. Developer shall also, at its sole cost and expense, construct the Sand Creek Regional Trail as more particularly described in the conditions of approval attached in **Exhibit B** (“**Trail Improvements**”). Upon acceptance by the City, the Trail Improvements and open space parcel it travels through, shall be maintained by the City or the Lighting and Landscape District. Developer shall, at its sole cost and expense, design and construct park and landscaped areas, as more particularly described in the conditions of approval attached in **Exhibit B**. The parks identified on Parcel A and Parcel D shall also be designed and landscaped by Developer and shall be dedicated to and maintained by the Homeowners Association (“**Parcel A Park**” and “**Parcel D Park**,” respectively.) Parcel A Park is 2.13 acres and Parcel D Park is 3.47 acres for a combined total park acreage of 5.6 acres, as required by and in conformance with the Antioch Municipal Code.

2.9. Homeowners Association. Developer shall establish a Homeowners Association (“**HOA**”) for the Project in conformance with the regulations set forth by the State Bureau of Real Estate.

2.9.1 Subject to approval by the State, the City Attorney and Community Development Director shall review and approve the HOA’s conditions, covenants and restrictions (“**CC&Rs**”) for conformance with this Agreement and the Project Approvals prior to the issuance of the first building permit for the Project. In addition, the City Attorney and Community Development Director may suggest modifications to the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, parking, open space, storm water facilities and the prohibition of nuisances. The applicant shall consider all such City-suggested modifications to such CC&Rs, and shall make those modifications that are reasonable and cost-effective.

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2.9.2 The CC&Rs shall include the following provisions and requirements:

- (a) The City shall have rights of entry to the Project streets and public spaces.
- (b) Any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City.
- (c) A homeowner must secure a business license before a home can be rented as required by Municipal Code Section 3-1.217.
- (d) The front yards must be adequately maintained.
- (e) Any modifications to these requirements must be approved in advance by the City.

2.9.3 The City shall not have the right of enforcement of the CC&Rs, but the City shall have the right of enforcement of all legal and equitable remedies available to the City, including without limitation the following:

- (a) The right to enforce its ordinances and regulations, including without limitation, Antioch Municipal Code Title 4 Chapter 7 (Weed and Rubbish Abatement), Chapter 10 (Abandoned, Wrecked, Dismantled or Inoperative Vehicles), and Chapter 16 (Repair of Vehicles and Boats in Residential Districts); and Antioch Municipal Code Title 5 Chapter 1 (including property/yard maintenance, abatement procedures, and nuisances), Chapter 8 (Public intoxication), and Chapter 20 (Rental Dwelling Unit Maintenance and Inspection Program); and
- (b) The right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state or local laws, regulations, permits or approvals.

2.10. City Services. City shall provide wastewater collection and police services to the Project (or any and all portions thereof) to the same degree as all other users of such services and facilities in the City.

2.11. Police Services Funding.

2.11.1 Formation or Participation in a Police Services Financing Mechanism.

In order to assist the City in meeting a police force level within a range of 1.2 to 1.5 officers per 1,000 residents as set forth in Performance Standard 3.5.3.1 of the General Plan, at the direction of the City, Developer shall either establish, or participate in (if one has already been established), a land-based financing mechanism in the form of a community facilities district, special tax or other means, as to the Property. The City and Developer shall work cooperatively in forming such a police services financing mechanism. The costs related to forming such financing mechanism, including consultant costs, shall be paid by Developer (“**Formation Costs**”). It is the intent of the City to require other property, as such other property develops, to annex into or become subject to such financing mechanism. For such other property, the City shall require, by imposing a condition of approval, inserting a requirement in a development

agreement, or otherwise, an obligation/requirement on such other property (and the property's owner(s)) to reimburse Developer for such other property's (and its owner(s)') proportional share (fair share) of the Formation Costs ("**Formation Cost Reimbursement**"). The City shall require and collect the Formation Cost Reimbursement at the earlier of the filing of the final map or issuance of a building permit for any such other property on behalf of Developer and distribute that collected amount to Developer on a quarterly basis. Developer shall provide the Formation Costs, with supporting documentation, to the City.

2.11.2 Financial Obligation of the Developer. For the Term, the amount of the financial obligation for police services for the Project developed as a single family market rate (non-active adult) residential development (assuming an average of 3.22 persons per dwelling unit) related to police services funding shall not exceed \$445.00 per each Project lot upon which a single-family residential home is constructed, except that commencing one year after the Effective Date of this Agreement, City may increase or decrease, as appropriate, such \$445 maximum pursuant to the Consumer Price Index for the San Francisco Bay Area. However, if the Project is developed as an active adult residential development, then the assumed average occupancy of a dwelling unit shall be 1.8 persons per dwelling unit, and the police services funding shall not exceed \$250 per each Project lot upon which an active adult residential home is constructed, except that commencing one year after the Effective Date of this Agreement, City may increase or decrease, as appropriate, such \$250 maximum owing per active adult residential dwelling pursuant to the Consumer Price Index for the San Francisco Bay Area. The requirements of this Section 2.11.2 shall be waived if the City imposes a special tax or other form of revenue generation on all City residents dedicated specifically for the purpose of funding police services, which shall not include the business license tax approved by voters in 2014 (Measure O) or any additional sales tax or extension of such sales tax.

2.12. Establishment of Facilities and Infrastructure Financing Mechanisms.

2.12.1 Upon Developer's request and in connection with the development of any phase of the Project, City shall consider, in its sole and absolute discretion, establishing a mechanism(s) that is legal and available to the City to aid in financing the construction, maintenance, operation of (or other financeable aspect of) "**Facilities and Infrastructure.**" "Facilities and Infrastructure" as used in this Agreement shall mean and include all onsite facilities and infrastructure and all offsite facilities and infrastructure needed for the Project. These mechanisms may include, without limitation, direct funding of condemnation costs and construction costs, acquisition of improvements, establishing reserve accounts to fund capital improvement program projects, Landscaping and Lighting Districts, Mello-Roos Districts, Community Facilities Districts, Infrastructure Finance Districts, special taxes and/or other similar mechanisms (collectively, "**Facilities Financing Mechanism(s)**"), and issuing any debt in connection therewith ("**Debt**"). Included goals of such Facilities Financing Mechanisms shall be to: ensure that each development project using Facilities and Infrastructure pay its proportional share of the cost of providing such Facilities and Infrastructure to such development project ("**Fair Share Contribution**"), that development projects that advance the construction or funding of the construction of all or a portion of such Facilities and Infrastructure ("**Advancing Projects**") be reimbursed for that costs of that construction or construction funding that is in excess of such Advancing Projects' Fair Share Contribution (collectively, "**Reimbursement Amounts**"), and that any and all Reimbursements Amounts owing to Advancing Projects be

collected from those other projects that are not Advancing Projects at the earliest stage possible, but no later than building permit issuance.

2.12.2 Developer's request that City establish a Facilities Financing Mechanism and issue Debt shall be made to the City Manager in written form, and shall outline the purposes for which the Facilities Financing Mechanism and Debt will be established or issued, the general terms and conditions upon which it will be established or issued and a proposed timeline for its establishment or issuance.

2.12.3 City's participation in forming any Facilities Financing Mechanisms approved by City (and its operation thereafter) and in issuing any Debt approved by the City will include all of the usual and customary municipal functions associated with such tasks including, without limitation, the formation and administration of special districts, the issuance of Debt, the monitoring and collection of fees, taxes, assessments and charges such as utility charges, the creation and administration of enterprise funds, the enforcement of debt obligations and other functions or duties authorized or mandated by the laws, regulations or customs relating to such tasks.

ARTICLE 3 COVENANTS OF THE CITY

3.1. Obligations of City Generally. The City shall act in good faith to accomplish the intent of this Agreement, to protect Developer's vested rights provided by this Agreement, and to ensure this Agreement remains in full force and effect. City shall cooperate with Developer so that Developer receives the benefits of and the rights vested by this Agreement, including prompt and timely action and assistance in (a) forming a Communities Facilities District(s) or other appropriate financing district(s) or mechanisms, and (b) obtaining from other governmental entities necessary or desirable permits or other approvals for the Project. To this end, any part of the Applicable Law that involves the exercise of judgment, discretion and/or action by City Staff, the City Planning Commission and/or the City Council shall require that such exercise of judgment, discretion and/or action be done in a reasonable manner.

3.2. Eminent Domain. Developer shall purchase any and all real property interests necessary to allow it to construct the public improvements required by the Project Approvals. In the event that an affected property owner has rejected an offer by Developer, based upon fair market value as determined by an appraisal prepared by a City-approved appraiser in cooperation with City, Developer may request City assistance. Provided that Developer provides adequate funding and enters into an agreement with the City setting forth the terms of City's obligations, in a form approved by City in its reasonable discretion, City shall promptly and timely negotiate and seek the purchase of the necessary property, including the possible consideration of City's use of its power of eminent domain (condemnation) to acquire such real property interests. Developer shall pay all costs associated with such acquisition or condemnation proceedings. Nothing herein is intended to or shall prejudice or commit City regarding any findings and determinations required to be made in connection with adoption of a resolution of necessity.

3.3. Vested Development Rights. Through this Agreement and the Applicable Law it describes, Developer has the vested right to develop the Property in accordance with the

Applicable Law, which Applicable Law includes this Agreement, the City Regulations and the Project Approvals, with the reservations of authority set forth in Section 3.6 below. Any City ordinance, resolution, minute order, rule, motion, policy, standard, specification, or a practice adopted or enacted by City, its staff or its electorate (through their powers of initiative, referendum, recall or otherwise) that is not part of the Applicable Law and that takes effect on or after the Effective Date is hereby referred to as a “**New City Law(s)**.” During the Term, no New City Law(s) shall be applied to the Project and/or Property except as otherwise set forth herein, including without limitation, the New City Laws set forth in Section 3.6 below.

3.4. Permitted Uses. The permitted uses of the Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings and other structures, except as such may be limited by any design review approvals yet to be obtained; and provisions for reservation or dedication of land for public purposes and other terms and conditions applicable to the Project/Property shall be those set forth in the Project Approvals, which City confirms and vests by this Agreement. As Subsequent Approvals are adopted and therefore become part of the Applicable Law, the Subsequent Approvals will refine the permitted uses, density and/or intensity of use, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to the Project/Property. City shall not require Developer to reserve or dedicate land for public purposes except as expressly required by the Applicable Law, including without limitation, the Project Approvals.

3.5. Subdivision and Other Agreements. The City shall not require Developer to enter into any subdivision or other agreement that is inconsistent with the Applicable Law or that requires more work than is required by the Applicable Law, provided however that the Parties agree and understand that Developer will be required to enter into subdivision improvement agreements as set forth in this Agreement. The City shall allow Developer to file multiple final maps, if Developer desires, in accordance with the Subdivision Map Act, as amended from time to time.

3.6. City’s Reservations of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property:

3.6.1 New City Laws regarding Processing Fees, provided such Processing Fees are adopted pursuant to controlling law and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

3.6.2 New City Laws relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

3.6.3 New City Laws governing construction standards and specifications, including (a) City’s building code, plumbing code, mechanical code, electrical code, fire code and grading code, (b) all uniform construction codes applicable in City at the time of building permit issuance, and (c) design and construction standards for road and storm drain facilities;

provided any such regulation has been adopted and uniformly applied by City on a citywide basis and has not been adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

3.6.4 New City Laws that may be in conflict with this Agreement or the Project Approvals but that are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, why there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition. Changes in laws, regulations, plans or policies that are specifically mandated and required by changes in state or federal laws or regulations that require such to apply to the Project.

3.6.5 Notwithstanding anything to the contrary provided herein, as provided in the Statute at Section 65869.5: “In the event that state or federal law or regulations, enacted after [this Agreement] has been entered into, prevent or preclude compliance with one or more provisions of [this Agreement], such provisions of [this Agreement] shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.”

3.6.6 Notwithstanding anything to the contrary provided herein, Developer shall have the right to challenge in court any New City Laws that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement, including without limitation any of the items listed in this Section 3.6 (subsections 3.6.1 through 3.6.6).

ARTICLE 4 AMENDMENT

4.1. Amendment to Approvals. To the extent permitted by state and federal law, any Project Approval (hereafter in the ARTICLE 4, an “**Approval**”) may, from time to time, be amended or modified in the following manner:

4.1.1 Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to an Approval, the Director of Community Development, or his/her designee (collectively “**Authorized Official**”) shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project Approvals as a whole; and (ii) whether the requested amendment or modification is substantially consistent with Applicable Law. If the Authorized Official finds that the proposed amendment or modification is minor, substantially consistent with Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an “**Administrative Project Amendment**” and the Authorized Official may, except to the extent otherwise required by law, approve the Administrative Project Amendment, following consultation with other relevant City staff, without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, non-substantial reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final

development plan or landscape plan, variations in the design and location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project Approvals, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

4.1.2 Non-Administrative Amendments. Any request of Developer for an amendment or modification to an Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

4.1.3 Amendment Exemptions. Amendment of an Approval requested by Developer shall not require an amendment to this Agreement. Instead, the amendment automatically shall be deemed to be incorporated into the Project Approvals and vested under this Agreement.

4.2. Amendment of This Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

4.2.1 Administrative Amendments. The City Manager and City Attorney are authorized on behalf of the City to enter into any amendments to this Agreement other than amendments which substantially affect (i) the term of this Agreement (excluding extensions of time for performance of a particular act), (ii) permitted uses of the Property, (iii) provisions for the reservation or dedication of land, (iv) the density or intensity of use of the Property or the maximum height or size of proposed buildings, or (v) monetary payments by Developer. Such amendments (“**Administrative Agreement Amendment**”) shall, except to the extent otherwise required by law, become effective without notice or public hearing.

4.2.2 Non-Administrative Amendments. Any request of Developer for an amendment or modification to this Agreement which is determined not to be an Administrative Agreement Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

4.2.3 Subsequent Approvals. No amendment of this Agreement shall be required in connection with the issuance/approval of any Subsequent Approval Developer seeks and secures or any New City Laws that Developer elects to be subject to (in Developer’s sole and exclusive discretion) (“**New City Regulation**”). Any such Subsequent Approval or New City Regulation shall be vested into by Developer and City when it becomes effective under controlling law. City shall not amend or issue any Subsequent Approval unless Developer requests such an amendment or issuance from City.

ARTICLE 5 ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

5.1. Assignment of Interests, Rights and Obligations. Nothing in this Agreement shall limit the right of Developer to freely alienate, transfer or assign (“**Assign**” or “**Assignment**”) all or any portion of the Property, except that Developer may only Assign all or

any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto, subject to both of the following:

5.1.1 The requirements of this ARTICLE 5; and

5.1.2 To a third party who acquires an interest or estate in Developer and/or the Property or any portion thereof including, without limitation, a third party who is a purchaser or ground lessee of lots, parcels or improvements (an “Assignee”).

5.2. Assignment Agreements.

5.2.1 Written Assignment Agreement. In connection with an Assignment by Developer (other than an Assignment by Developer to an Affiliated Party (as defined below), to a Mortgagee (as defined below in 5.4) or to a Home Purchaser (as defined below in 5.3)), Developer and the Assignee shall enter into a written agreement (an “Assignment Agreement”), with City’s consent in writing to such Assignment, which consent shall not be unreasonably withheld, regarding the respective interests, rights, benefits, burdens and obligations (collectively, “benefits and burdens”) of Developer and the Assignee in and under this Agreement and the Project Approvals. Such Assignment Agreement shall (i) set forth the benefits and burdens of this Agreement and/or the Project Approvals that are being assigned to Assignee, (ii) transfer to the Assignee the benefits and burdens of this Agreement and/or the Project Approvals that are being assigned, and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the Assignment. Developer shall notify the City in writing that Developer plans to execute a Assignment Agreement at least 30 days in advance of the proposed execution date of the Assignment Agreement, and Developer shall provide City with such information as may be required by City to demonstrate the Assignee’s qualifications (including financial ability) to the Assignment. City shall have 30 days from the date of receipt of such notice from Developer to review the information and to provide City’s determination to Developer regarding City’s consent to the Assignment. City may withhold its consent to the Assignment if the City reasonably determines that the Assignee, or an entity with similar or related ownership or control as Assignee, lacks the financial ability to assume the obligations involved with the Assignment or the Assignment Agreement does not adequately address the division of the obligations and requirements of this Agreement. If City consents to the Assignment, Developer shall be released from its benefits and burdens as set forth in the Assignment Agreement. If City does not consent to the Assignment, City shall provide its reasons in writing and shall meet with Developer in good faith to determine what additional information may be necessary for City to provide its consent. An “Affiliated Party” is defined as any corporation, limited liability company, partnership or other entity which is controlling of, controlled by, or under common control with Developer, and “control,” for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

5.2.2 Binding. Upon City approval of, execution and recordation in the Official Records of Contra Costa County of an Assignment Agreement, and a “Memorandum of Assignment” (in a form substantially similar to the Memorandum of Assignment set forth in *Exhibit D* to this Agreement), the Assignment Agreement shall be binding on Developer, the City and the Assignee, and shall release Developer from those benefits and burdens of this

Agreement and the Project Approvals expressly assigned and transferred in the Assignment Agreement.

5.3. Home Purchaser. The burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither an Assignment Agreement nor the City's consent shall be required in connection with, any single-family residence conveyed to a purchaser or leased to a lessee for a period in excess of one year. The purchaser or lessee in such a transaction and its successors ("**Home Purchaser**") shall be deemed to have no obligations under this Agreement.

5.4. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("**Mortgage**"). The foregoing notwithstanding, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to the City's remedies to terminate the rights of Developer and its successors and assigns under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgage**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

5.4.1 Mortgagee Not Obligated. The provisions of 5.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

5.4.2 Notice of Default to Mortgagee. If the City receives a written notice from a Mortgagee or from Developer requesting a copy of any notice of default given Developer and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee's cost, concurrently with delivery to Developer, any notice with respect to any claim by the City that Developer committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. The City Manager is authorized on behalf of the City to grant to the Mortgagee an extension of time to cure or remedy, not to exceed an additional 60 days.

ARTICLE 6 COOPERATION IN THE EVENT OF LEGAL CHALLENGE; INDEMNITY

6.1. Indemnity. Developer shall defend, indemnify, and hold harmless the City from any legal action brought by any third party concerning: (i) the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Agreement; (ii) the procedures utilized in or the sufficiency of the environmental review associated with this Agreement; and (iii) the implementation of this Agreement through

such further actions, measures, procedures, and approvals as are necessary to satisfy the Agreement's requirements. Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not unreasonably be withheld. Developer shall be exclusively responsible for paying all costs, damages, attorney fees, and other court-ordered compensation awarded to any third party (whether awarded against the City, Developer, or any other party) in any legal action in which its Developer' duties to defend, indemnify, and hold the City harmless arise under this Section. City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of any such action.

6.2. Limitations on Indemnity. The parties expressly recognize that the obligations stated in this Article do not require or contemplate that Developer shall indemnify or hold harmless or be responsible for any error, omission, tortious act, intentional act, negligent act, or default of, or any injury caused by, any homeowners association or any City department or dependent special district that is formed by, or that receives funding, as a result of any term or condition of this Agreement.

ARTICLE 7 DEFAULT; TERMINATION; ANNUAL REVIEW

7.1. Default.

7.1.1 Remedies In General; No Damages. City and Developer agree that, as part of the bargained for consideration of this Agreement, in the event of default by either Party, the only remedy shall be declaratory relief or specific performance of this Agreement. In no event shall either Party, or any of their officers, agents, representatives, officials, employees or insurers, be liable to the other Party for damages, whether actual, consequential, punitive or special, for any breach or violation of this Agreement. The Parties agree that any action or proceeding to cure, correct or remedy any default or to enforce any covenant or promise under this Agreement shall be limited solely and exclusively to the remedies expressly provided. Following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 8 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. As noted above, in no event shall either Party be liable for any damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

7.1.2 Cure Period. Subject to extensions of time by mutual consent in writing of the Parties, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a default. In the event of any alleged default of any term, condition, or obligation of this Agreement, the Party alleging such default shall give the defaulting Party notice in writing specifying the nature of the alleged default and the manner in which such default may be satisfactorily cured ("**Notice of Breach**"). The defaulting Party shall cure the default within 30 days following receipt of the Notice of Breach, provided, however, if the nature

of the alleged default is non-monetary and such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available.

7.1.3 Procedure for Default by Developer. If Developer is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in ARTICLE 8 below, City may institute legal proceedings against Developer pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Developer pursuant to California Government Code Section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code Sections 65865, 65867 and 65868 by the City Council within 60 calendar days following the date of delivery of such notice (the “**Default Hearing**”). Developer shall have the right to offer written and oral testimony prior to or at the time of said public hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Developer by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Developer files an action to challenge City’s termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City’s termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section shall not be interpreted to constitute a waiver of section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

7.1.4 Procedure for Default by City. If the City is alleged by Developer to be in default under this Agreement, then after notice and expiration of the cure period and completion of the dispute resolution procedures below, Developer may enforce the terms of this Agreement by an action at law or in equity, subject to the limitations set forth above.

7.2. Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, or a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, enactment or imposition against the Project of any moratorium, or any time period for legal challenge of such moratorium by Developer, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals, Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than the City necessary for the development of the Project pursuant to this Agreement, or Developer’ inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Developer. Upon the request of either Party, an

extension of time for the performance of any obligation whose performance has been so prevented or delayed shall be memorialized in writing. The City Manager is authorized on behalf of the City to enter into such an extension. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon.

7.3. Annual Review. Throughout the term of this Agreement, at least once every 12 months, Developer shall provide City with a written report in demonstrating Developer's good-faith compliance with the terms and conditions of this Agreement (the "**Written Report**"). City's City Manager and City Attorney shall review the Written Report to determine whether Developer is in good-faith compliance with the terms of the Agreement and, if they have concerns about Developer's compliance, shall schedule a review before the City Council (the "**Periodic Review**"). At least 10 days prior to the Periodic Review, the City shall provide to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review (and, to the extent practical, related exhibits) concerning Developer's performance. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. If before the public hearing, such response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Developer has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within two months, or (b) notify Developer in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Developer has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

7.4. Notice of Compliance. Within 30 days following any written request which Developer or a Mortgagee may make from time to time, the City shall execute and deliver to the requesting party (or to any other party identified by the requesting party) a written "**Notice of Compliance**", in recordable form, duly executed and acknowledged by the City, that certifies: (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of the modifications; (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any default; and (c) any other information reasonably requested by Developer or the Mortgagee. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the City that this Agreement is in full force and effect without modification except as may be represented by Developer and that there are no uncured defaults in the performance of Developer, except as may be represented by Developer. Developer shall have the right, in its sole discretion, to record the Notice of Compliance.

**ARTICLE 8
DISPUTE RESOLUTION**

8.1. Dispute; Confidentiality. Any controversy or dispute arising out of or related to this Agreement, or the development of the Project (a “**Dispute**”), shall be subject to private negotiation among the Parties, and if then not resolved shall be subject to non-binding mediation followed by litigation, if necessary, as set forth below. Each Party agrees that any Dispute, and all matters concerning any Dispute, will be considered confidential and will not be disclosed to any third-party except (a) disclosures to a Party’s attorneys, accountants, and other consultants who assist the Party in the resolution of the Dispute, (b) as provided below with respect to the mediation, and (c) as otherwise required by law, including without limitation, the California Public Records Act or the City’s Municipal Code.

8.2. Private Negotiation. If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within 30 days from a written request for a negotiation, then the Dispute shall be submitted to mediation pursuant to 8.3.

8.3. Mediation. Within 15 days following the written request to negotiate, either Party may initiate non-binding mediation (the “**Mediation**”), conducted by JAMS/Endispute, Inc. (“**JAMS**”) or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 15 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator’s fees and expenses, but each Party shall pay its own attorneys’ and expert witness fees and any other associated costs.

8.4. Injunction. Nothing in this ARTICLE 8 shall limit a Party’s right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

**ARTICLE 9
MISCELLANEOUS**

9.1. Defined Terms; Citations. The capitalized terms used in this Agreement, unless the context obviously indicates otherwise, shall have the meaning given them in this Agreement. Except as otherwise expressly stated, all citations are to the Government Code of the State of California.

9.2. Enforceability. As provided in Section 65865.4, this Agreement shall be enforceable by either Party notwithstanding any change enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or resolution or

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other rule, regulation or policy adopted by the City that changes, alters or amends the ordinances, rules, regulations and policies included in the Applicable Law, except as this Agreement may be amended or canceled pursuant to Section 65868 or modified or suspended pursuant to Section 65869.5.

9.3. Other Necessary Acts. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals or this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

9.4. Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to this Agreement or the Project Approval, as it may be amended from time to time. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

9.5. Covenants Running with the Land. Subject to the Assignment provisions in ARTICLE 5, all of the provisions contained in this Agreement shall be binding upon and benefit the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of, or interest in, the Property, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property and is for the benefit of and binding upon the owner, Developer, and each successive owner of all or a portion of the Property, during its ownership of such property.

9.6. Attorneys' Fees. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post-judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party which is determined in the proceeding to have prevailed or which prevails by dismissal, default or otherwise.

9.7. No Agency, Joint Venture or Partnership. The City and Developer disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Developer. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as creating any relationship other than a contractual relationship between the City and Developer.

9.8. No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns subject to the express provisions relating to successors and assigns, and no other party other than a

Party shall promptly notify the transmitting Party of any transmission problem and the transmitting Party shall promptly resend any affected pages.

9.10. Entire Agreement and Exhibits. This Agreement constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter of this Agreement. No oral statements or prior written matter not specifically incorporated in this Agreement shall be of any force and effect. No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Developer. The following exhibits are attached to this Agreement and incorporated for all purposes:

- | | |
|------------------|--------------------------------|
| <i>Exhibit A</i> | Property Description. |
| <i>Exhibit B</i> | Existing Approvals. |
| <i>Exhibit C</i> | Ordinance Approving Agreement. |
| <i>Exhibit D</i> | Memorandum of Assignment. |

9.11. Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

9.12. Recordation of Development Agreement. Pursuant to Section 65868.5, no later than ten days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Contra Costa.

This Agreement has been entered into by and between Developer and the City as of the Effective Date.

CITY:

City of Antioch, a municipal corporation

By: _____,

APPROVED AS TO FORM:

By:

City Attorney

ATTEST:

By:

City Clerk

DEVELOPER:

GBN Partners, LLC, a Delaware limited liability company

By: _____
Matthew D. Beinke, Partner

APPROVED AS TO FORM:
Nossaman LLP

By:

Attorneys for Developer

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Exhibit A

Property Description.

Exhibit B
Existing Approvals.

Exhibit C

Ordinance approving this Agreement.

Exhibit D

NO FEE DOCUMENT per Government Code § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attention: City Manager and City Attorney

Memorandum of Assignment

This "**Memorandum of Assignment**" (the "**Agreement**") relates to that Development Agreement by and between the City of Antioch and GBN Partners, LLP, dated _____, **2016**, ("Development Agreement") and the recording and use of the Agreement on that certain below-described real property ("Subject Property"). This Agreement is entered into by GBN Partners, LLC, a Delaware limited liability company ("Developer") and _____ [owner of Subject Property] ("Assignee"), which Developer and Assignee likewise entered into a "Assignment Agreement" pursuant to Section _____ of the Agreement.

The Subject Property is more particularly described in *Exhibit _____*, attached hereto and incorporated herein by this reference as if set forth in full.

The Subject Property is burdened and benefitted by and otherwise bound and subject to each and every term and condition of the Development Agreement, as more specifically described in this Agreement and the Assignment Agreement, and Developer is released and therefore no longer burdened and benefitted by and otherwise bound and subject to each and every term and condition of the Agreement as relates to the Subject Property.

[Parties to delineate how all obligations, such as parks, roads, etc. are being distributed amongst the Developer and Assignee]



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 9, 2016
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*
SUBJECT: Ordinance Regulating Shopping Carts

RECOMMENDED ACTION

It is recommended that the City Council Introduce the Ordinance Regulating Shopping Carts.

STRATEGIC PURPOSE

This action supports the updated Strategic Plan "Long Term Goal D: Blight Eradication: Eradicate blight through code enforcement and blight abatement" by establishing a regulatory framework through which the Code Enforcement Division may effectively address abandoned and nuisance shopping carts.

FISCAL IMPACT

The recommended action has no direct fiscal impact. The proposed ordinance will be primarily implemented by the Code Enforcement Division located in the Community Development Department. The City Council approved the funding of two General Laborers and one Development Services Technician in October 2015 to provide direct response to illegal dumping and similar concerns. These positions were funded with Measure C revenues and the two General Laborer positions are currently in active recruitment.

DISCUSSION

The proposed ordinance addresses the ongoing problems associated with shopping carts throughout the City of Antioch. The following summarizes the contents of the ordinance:

1. The ordinance requires that all operators of business that offer shopping carts install an identification plaque on each cart that identifies the cart owner and states that it is unlawful to remove the cart from the premises. This plaque must also contain the telephone number and address of the cart owner.
2. The ordinance prohibits the removal of a shopping cart with an identification plaque from the store premises or possession of a tagged

- shopping cart beyond the store premises without written permission from the cart owner.
3. The ordinance requires that business operators offering shopping carts complete a Prevention of Shopping Cart Removal Form, which notifies the operator of the City's requirements and expectations.
 4. When a City official discovers a shopping cart, they may take two different actions. First, they may contact the owner, notify them of the location of the shopping cart, and provide three business days for the operator to retrieve the cart on their own. Alternatively, the City official could impound the cart, contact the owner, and offer the same three business days for them to retrieve if directly from the City.
 5. If a cart is retrieved from the City within the three business days, there will be no charge. Carts that are held beyond three business days will be subject to impound and storage fees. Staff anticipates that this fee will be established at the end of FY 15/16 to allow an education period while the program begins.
 6. If the cart is not claimed within thirty days, the City can sell, dispose of, or recycle the cart.
 7. Repeat offenders who have three violations in a six-month period may also be subject to a \$50 fine for each occurrence.

The proposed ordinance is very similar to an ordinance currently used by the City of Oakley. Community Development Staff will be reaching out to the Cities of Pittsburg and Brentwood to encourage them to use a similar ordinance so that the expectations and protocols are the same throughout.

ATTACHMENTS

- A. Ordinance adding Chapter 21 to Title 5 of the Antioch Municipal Code

ATTACHMENT "A"

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADDING CHAPTER 21 TO TITLE 5 OF THE ANTIOCH MUNICIPAL CODE, DEALING WITH SHOPPING CART RETRIEVAL AND REMOVAL

The City Council of the City of Antioch does ordain as follows:

Section 1. Chapter 21 is hereby added to Title 5 of the Antioch Municipal Code, to read as follows:

CHAPTER 21. SHOPPING CART RETRIEVAL AND PREVENTION OF REMOVAL

5.21.101 Findings and Purpose.

- (A) In enacting this Chapter, the City hereby finds that abandoned shopping carts are unsightly, accumulate over time on public and private property causing blight and similar conditions resulting in reduction of property values, interfere with pedestrian and vehicular traffic and constitute a public nuisance detrimental to the public health, safety and welfare.
- (B) The purpose of this Chapter is to facilitate the removal of wrecked, dismantled and abandoned shopping carts and parts thereof from public and private property, to return carts to their rightful owners, and to ensure that measures are taken by cart owners to prevent the removal of shopping carts from store premises; collectively alleviating the safety hazards, unsafe conditions and the impairment of property values resulting from the abandonment of such carts. This Chapter implements the provisions of California Business and Professions Code Sec. 22435 et seq

5.21.102 Applicability.

This Chapter applies to:

- (A) Each business owner in the City of the business provides shopping carts for customer use at any one business location; and
- (B) Any person in possession of a shopping cart.

5.21.103 Definitions.

For the purposes of this Chapter, the following words and phrases shall have the following meanings:

- (A) "Director" means the Community Development Director;
- (B) "Off-site shopping cart" means any shopping cart of part thereof which has been removed from the premises of the owner of the shopping cart without the owner's written consent and which is located on either public or private property, except shopping carts which are removed from such premises for the purpose of repair or maintenance and which are in the possession or custody of the party to whom they have been released.
- (C) "Owner" means any person, firm, partnership, corporation, association or other entity which owns, possesses or makes a shopping cart available for the use of the owner's customers or the public in connection with the management and operation of the owner's business. For purposes of this Chapter, "owner" shall also include the owner's on-site business manager or designated agent that provides shopping carts for use by owner's customers or the public.
- (D) "Premises" means the entire area owned, utilized or under the control of the business establishment that provides shopping carts for use by customers, including any parking area or other off-street area provided by or for use by a customer of said business establishment.
- (E) "Prevention of Shopping Cart Removal Form" means a form provided by the City to an owner of a business with a shopping cart that the owner must complete, providing contact information for the owner's business, information regarding the shopping carts owned by the business and information regarding methods used by the business owner to deter cart removal from the business premises. The information provided on the form shall be used to assist the City in notifying owners of found off-site shopping carts.
- (F) "Shopping cart" means a basket which is mounted on wheels of a similar device generally used in a retail establishment by a customer for transporting goods of any kind, including but not limited to, grocery store carts.
- (G) "Unidentifiable shopping cart" means any shopping cart that does not have a shopping cart identification sign as provided herein.

5.21.104 Shopping cart identification signs.

Every owner shall permanently affix to each shopping cart owned or provided by owner a sign that includes the following information:

- (A) The identity of the owner of the shopping cart or the business establishment to which it pertains, or both;
- (B) The City may only enforce the provisions of the following section of this Chapter if the sign on the shopping cart also includes the following information:
 - (1) A valid telephone number and address for returning the shopping cart to its owner or to the business establishment identified thereof;

- (2) Notice to the public that the unauthorized removal of the shopping cart from the premises of the business establishment, or the unauthorized possession of the shopping cart, is a violation of State law.

5.21.105 Unauthorized removal or possession of a shopping cart.

It is unlawful for any person to do any of the following if a shopping cart has a permanently-affixed sign pursuant to Sec. 5.21.104:

- (A) To remove a shopping cart from the premises of a business establishment with the intent to temporarily or permanently deprive the owner of its possession.
- (B) To leave or abandon a shopping cart at a location other than the premises of the retail establishment, with the intent to temporarily or permanently deprive the owner or retailer of possession of the shopping cart;
- (C) To alter, convert, or tamper with a shopping cart, or to remove any part or portion thereof, or to remove, obliterate or alter serial numbers on a shopping cart, with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.
- (D) To be in possession of any shopping cart while that shopping cart is not located on the premises of the owner's business establishment, with the intent to temporarily or permanently deprive the owner or retailer of possession of the shopping cart.

These provisions do not apply to the owner of a shopping cart, or to their agents or employees, or to a customer of a retail establishment who has written consent from the owner of a shopping cart to be in possession of the shopping cart or to remove the shopping cart from the premises of the owner's business establishment or to do any of the acts specified in this section.

5.21.106 Prevention of shopping cart removal form.

Every owner of a business establishment providing shopping carts to customers shall complete a Prevention of Shopping Cart Removal Form. The form shall be prepared and distributed by the Director.

5.21.107 Submission of form.

- (A) All owners of businesses which provide shopping carts for customer use shall submit a Prevention of Shopping Cart Removal Form to the Director within sixty (60) days after the effective date of the ordinance codified in this Chapter.
- (B) All new or relocated businesses which provide shopping carts for customer use shall submit a form to the Director within sixty (60) days after opening for business.

5.21.108 Notification to Owner of Off-site Shopping Cart.

- (A) The City shall use the information provided on the Prevention of Shopping Cart Removal Form to notify owner of any off-site shopping cart found within the City, and shall provide the owner with the location of the off-site shopping cart and shall also inform the owner that the off-site shopping cart must be retrieved within three business days from the date that the owner receives actual notice from the City of the cart's discovery and location. The City may abate, remove and impound an off-site shopping cart that has a sign affixed to it as set forth in Section 5.21.104 if the off-site shopping cart is not retrieved within three business days from the date the owner receives actual notice from the City of the shopping carts discovery and location.
- (B) Alternatively, the City may immediately abate, remove and impound an off-site shopping cart that has a sign affixed to it as set forth in Section 5.21.104 if the City provides the owner with actual notice within 24 hours following the impound and informs the owner of the location where the shopping cart may be claimed.
- (C) If any shopping cart will impede emergency services, the City may immediately retrieve the shopping cart from public or private property.
- (D) The City may, without notice, abate, remove, and impound any off-site shopping cart that lacks an affixed sign as required by Section 5.21.104 if the owner of the off-site shopping cart cannot readily be determined from viewing the cart. If the owner of the unidentifiable cart has not been ascertained after thirty (30) days in impound, the City may dispose of the cart and shall not be liable to any party for the value or loss of value of the cart.
- (E) Any impounded off-site shopping cart shall be marked with a tag indicating the date and location of its discovery and shall be held at a location selected by the City that is reasonably located to the owner's business establishment and that is open for business at least six hours of each City business day. The City is not liable to any party for any damage to a stored off-site shopping cart.
- (F) The owner of the off-site shopping cart, or agent, shall be provided actual notice within twenty-four (24) hours following the impound of any off-site shopping cart, informing the owner or agent as to the location where the cart may be claimed.
- (G) Any off-site cart reclaimed by the owner within three business days following the date the owner receives actual notice of the cart's discovery and location shall be released and surrendered to the owner at no charge whatsoever, including the waiver of any impound or storage fees or fines that would otherwise be applicable. Any off-site shopping cart not reclaimed by the owner within three business days shall be subject to any applicable impound and storage fees, commencing on the fourth business day following notice. The fee for impound and storage shall be established and modified by resolution of the City Council and shall

- include the actual cost of removal and storage of the cart, plus the proportionate share of administrative costs in connection therewith.
- (H) An off-site shopping cart shall be released to the owner or to a contractor hired by the owner for the purpose of retrieving the cart. There shall be a presumption that the off-site shopping cart is owned by the business establishment designated on the cart.
 - (I) Any off-site shopping cart not reclaimed by the owner within thirty (30) days of receipt following the date of actual notice may be sold or disposed of. The City retains the right to collect any cost associated with disposal of the off-site cart along with any applicable fees or fines.

5.21.109 Fine, Sale and Disposal of Off-site Carts.

In addition to any other penalty or requirement set forth in this Chapter, any owner who fails to retrieve off-site shopping carts pursuant to this Chapter on three or more occasions within a specified six-month period shall be subject to a \$50.00 fine for each occurrence. An occurrence includes all off-site shopping carts owned by the owner that are impounded by the City within a one-day period. All penalties and fines shall be due and payable to the City within thirty (30) days after issuance of the penalty or fine.

Section 2. CEQA Findings.

This ordinance is exempt from CEQA per CEQA Guidelines Sec. 15061(b)(3), Review for Exemption, because it can be seen with certainty that the project will not have a significant effect on the environment, therefore the project is not subject to CEQA.

Section 3. Severability.

In the event any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in force and effect.

Section 4. Effective Date and Publication.

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation or by publishing a summary of the proposed ordinance and posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted and within fifteen (15) days after its adopting, publishing a summary of the ordinance with the names of the Council members voting for and against the ordinance.

* * * * *

I **HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the ___ day of ___ and passed and introduced at a regular meeting thereof, held on the _ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 9, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer *RJB*

SUBJECT: Consideration of Bids for the Country Hills Drive and Vista Grande Drive Water Main Replacement, P.W. 503-16

RECOMMENDED ACTION

It is recommended that the City Council award the Country Hills Drive and Vista Grande Drive Water Main Replacement contract and authorize the City Manager to execute an agreement with the lowest, responsive bidder, A-S Pipelines, Inc. in the amount of \$983,690.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way and Strategy K-2 by enhancing the delivery of high quality water to our customers.

FISCAL IMPACT

The 2015-16 Capital Improvement Budget includes available funding for water system improvements and replacements through the Water System Improvement Fund. The Engineer's estimate for the construction of this project was \$1,250,000.

DISCUSSION

On January 12, 2015, nine (9) bids were received and opened as shown on the attached tabulation. The low bid was submitted by A-S Pipelines, Inc. of Pittsburg in the amount of \$983,690. The bids have been checked and found to be without any errors or omissions.

This project will replace the deteriorating water facilities on Country Hills Drive from Vista Grande Drive to Canada Valley Road and Vista Grande Drive from Lone Tree Way to Country Hills Drive and install new cathodic protection facilities within the project area.

ATTACHMENTS

A: Tabulation of Bids

ATTACHMENT "A"

CITY OF ANTIOCH TABULATION OF BIDS

JOB TITLE: Country Hills Drive and Vista Grande Drive Water Main Replacement
(P.W. 503-16)

BIDS OPENED: January 12, 2016 ~ 2:00 p.m.
City Council Chambers

	Engineer's Construction Estimate	A-S Pipelines, Inc. Pittsburg	R.J. Gordon Construction, Inc. Pleasant Hill	Cratus, Inc. San Francisco	Ranger Pipelines, Inc. San Francisco	W.R. Forde Associates Richmond
TOTAL BID PRICE	\$1,250,000.00	\$983,690.00	\$991,650.00	\$1,079,750.00	\$1,138,050.00	\$1,165,700.00

A-S Pipelines, Inc.	R.J. Gordon Construction, Inc.	Cratus, Inc.	Ranger Pipelines, Inc.
1% Lombardo Diamond Core Drilling 2.5% Western Traffic Supply 10% Solano Construction 1% Compass Engineering Contractors	Striping Chrisp Company Sawcutting Bayline Cutting & Coring	Striping Bayside Strip & Seal Line Stop/Tap Tapmaster Cathodic Protection Testing Corpro	Striping Compass Engineering Contractors
W.R. Forde Associates			
Striping Bayside Strip & Seal			

AI

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Country Hills Drive and Vista Grande Drive Water Main Replacement
(P.W. 503-16)

BIDS OPENED: January 12, 2016 ~ 2:00 p.m.
City Council Chambers

	Engineer's Construction Estimate	J & M, Inc. Livermore	Knife River Construction Stockton	D & D Pipelines, Inc. San Francisco	California Trenchless, Inc. Hayward
TOTAL BID PRICE	\$1,250,000.00	\$1,197,000.00	\$1,199,550.00	\$1,233,600.00	\$1,509,200.00

J & M, Inc.	Knife River Construction	D & D Pipelines, Inc.	California Trenchless, Inc.
Paving MCK Services Striping Chrisp Co.	Striping Chrisp Co.	Striping Engineering Contractors Paving MCK Services Sawcutting Harrison Concrete Cutting	Striping Chrisp Co. Less than 1% Benchmark Engineering Cathodic Protection Farwest Corrosion Paving MCK Services

A2



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 9, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: William R. Galstan, Interim Asst. City Attorney *William R. Galstan*

SUBJECT: Card Room Ballot Initiative

RECOMMENDED ACTION

It is recommended that the City Council:

- (A) Receive and file the Clerk's Certificate to Initiative Petition; **and**
- (B) Consider whether the City Council wishes to adopt the initiative ordinance or submit the matter to the voters.

STRATEGIC PURPOSE

This agenda item relates to Strategic Management Plan Long Term Goal L, City Administration, and specifically Strategy L-7, Manage the City's Component of Municipal Elections.

FISCAL IMPACT

No City cost if Council adopts the ordinance. Estimated cost of \$132,771 to \$177,028 if the Council calls an election and submits the measure to the voters.

Note: The City Clerk reports that his office has incurred costs of \$3,027.11 paid to the County Elections Department for the cost of verifying the signatures. Mr. Simonsen indicates that his departmental budget has zero funds for the County fee or for the election costs; at some point, a transfer (probably from the General Fund) would be necessary.

DISCUSSION

Council may be aware that an initiative measure has been circulated within Antioch dealing with the licensing and land use regulation of card rooms. Pursuant to state law, the Interim City Attorney has provided a title of this measure as follows: "Initiative Limiting Card Rooms Within the City and Requiring Voter Approval for New or Expanded Card Rooms." The proponents of the initiative submitted petitions with 9,347 signatures. According to the usual procedure, the petitions were submitted by our City Clerk to the County Elections Department for verification. The County Clerk submitted, on January 11, 2016, its Certificate that sufficient valid signatures had been submitted to qualify the petition to be submitted to the City Council, see **Clerk's Certificate, Attachment #1.**

Pursuant to State Law, the City Council must, within 30 days, receive and file the Clerk's Certificate, and then determine whether it will adopt the initiative ordinance without amendment, or call an election and submit the measure to the voters.

State law also allows the Council to request reports from staff on the effect of the proposal during the 30-day period. While there would not be time for Council to make such a request, this office has informally asked the Police and Finance Departments whether they have any comments on the proposed ordinance. We have not received any comments from those departments.

Provisions of the proposed ordinance.

The Interim City Attorney has, pursuant to State Law, provided a summary of the proposed ordinance. His summary reads as follows:

Since 2011, the City of Antioch has had an ordinance regulating the number and location of card rooms that may operate in the City. The proposed initiative would change this ordinance in a number of ways. Currently, the card-room ordinance allows only two card rooms to exist within the City at one time. The initiative would change this limitation to allow only those card rooms that existed on Sept. 1, 2015 to operate.

The present ordinance requires persons who wish to operate a card room to obtain a license, based on an application, which the City Council may approve or reject. The initiative would require that City voter approval also be obtained for any new card-room or card-room expansion.

The initiative would prohibit card rooms from being located within 1,000 feet of another card room or within 1,000 feet of any school, hospital, medical clinic, alcohol or drug recovery center, mental/social care facility, park, library, place of worship.

The initiative would mandate that the City Council deny a license application for a proposed cardroom if it finds the applicant has committed a felony, lacks good moral character, has submitted false information in support of the application, or the card room would be incompatible with surrounding land uses. The initiative would add an additional ground for denial: that the applicant does not have a current, valid license issued by the California Gambling Commission.

The initiative also changes the regulations for licensed card rooms, including limiting the number of player-dealer games to half the card room's tables and limiting the number of players at a table to ten (except for poker tournaments).

The full ordinance, as proposed by the circulators, is the **Initiative Measure, Attachment #2**. It shows, by strike-outs and italics, the changes that it would make to Antioch's existing card room ordinance.

Adopt the ordinance as presented.

One of the options provided by State Law is for the City Council to adopt the proposed ordinance without amendment. This action would have the salutary effect of saving the City's General Fund between \$132,771 and \$177,028 for the costs of the election, see **Simonsen email, Attachment #3**.

A few comments on the option of the City Council adopting the proposed ordinance:

It is our understanding that the initiative is sponsored/supported by the card room industry and certainly has the intended purpose of: 1) maintaining the status quo for the existing one card room; and 2) making it difficult to allow new or enlarged card rooms. These two factors would benefit the existing local card room as well as other existing card rooms within the trade area, which includes Pacheco and Livermore.

The limitation of card rooms to the status quo may be something that a majority of voters would support. There was widespread community opposition to a proposed Indian Casino in town several years ago and the idea was dropped.

Additionally, there is no apparent organized opposition to the initiative, but the initiative supporters could be expected to campaign in support of it. Thus with expected vigorous campaigning for the measure and little or no expected opposition, the measure could easily pass (only a majority vote is required).

These factors argue in favor of having the Council simply adopt the ordinance without amendment **Reconfigured Ordinance,¹ Attachment #4**. State law speaks in terms of the Council "adopting" such measures, so there is no introduction with reading waived step in the process, as would be typical.

However, adopting the ordinance would eliminate the City's option in the future of trying to attract, or acting on an application, for a new or enlarged card room. If the City Council wishes to keep open the option of entertaining a new or larger card room in the future, and believes that such option is worth the expense of the election, then the Council should reject the idea of adopting the ordinance and it should call the election.

Also, it should be noted that if Council adopts the ordinance, it cannot be amended in the future without approval of the voters. The same rule applies if the measure is submitted to the voters and passes, i.e. the City Council cannot subsequently amend it without further voter approval.

¹ The ordinance is "reconfigured" only in that it eliminates the strike-outs, italics and underlines and states that the ordinance is adopted by the Council, rather than by the voters.

Calling Election.

If the Council wishes to not adopt the measure, but instead submit it to the voters by calling an election, resolutions are provided for this purpose. **Resolution Calling Election, Attachment #5** calls the election for June 7, 2016 and establishes the specific question to be asked of the voters.

If Council wishes to call the election, it must adopt the above Resolution (Attachment 5) this evening, as the 30 days for taking action on the initiative petition will expire later this week. If Council does adopt the Resolution, other resolutions establishing specific rules for the election will be prepared and must be submitted to the County not later than March 11.

Council may also start considering whether it wishes, as a body, to author an argument against the measure. (It is assumed that if the Council *supports* the measure, there would be no need for an argument, the Council could just adopt the proposed ordinance). Also, individual Council members may sign on to arguments for or against.

ATTACHMENTS:

- #1: County Elections Dept. Certificate to Initiative Petition
- #2: Initiative Measure to be Submitted to the Voters
- #3: Oct. 23, 2015 email from Simonsen to Duran
- #4: Reconfigured Initiative Ordinance
- #5: Resolution calling election

ATTACHMENT#1

925.335.7893 fax

Elections Division
925.335.7800
925.335.7836 fax

Contra Costa County
Clerk Recorder-Elections Department
555 Escobar Street
Martinez, CA 94553

Joseph E. Canciamilla
County Clerk-Recorder
and Registrar of Voters

Scott O. Konopasek
Assistant County Registrar



CLERK'S CERTIFICATE TO INITIATIVE PETITION

I, Joseph E. Canciamilla, County Clerk of the County of Contra Costa, State of California, hereby certify:

That the **City of Antioch Citizens Initiative Against Gambling Expansion.**

1. That said petition consists of: **2165** sections;

That each section contains signatures purporting to be the signatures of electors of this **city**;

- | | |
|---|----------------|
| 1. The number of unverified signatures filed by the proponent (raw count): | 9,347 |
| 2. That the number of voters as of the last report of registration to the state February 10, 2015 is: | 44,257 |
| 3. The minimum number of valid signatures needed using 15% of the registered voters as shown above: | 6,639 |
| 4. The number of signatures verified : | 500 |
| a. The number of signatures found SUFFICIENT : | 402 |
| b. The number of signatures found NOT SUFFICIENT : | 98 |
| c. NOT SUFFICIENT because of DUPLICATE : | 0 |
| 5. The projected statistically valid total is:
(As provided by California Administrative Code 20510 – 20540) | 7,515 |
| 6. The statistical total as a percentage of the total needed is: | 113.20% |

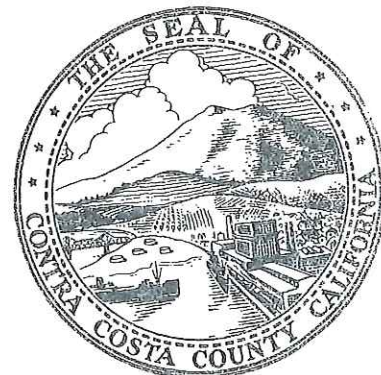
The projected statistically valid total is in excess of the 110% required based on the sample, pursuant to Elections Code 9115 and 9214.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this:

11th day of **January 2016**.

Joseph E. Canciamilla,
County Clerk-Recorder
Contra Costa County, California


Mary E. Sanchez
Elections Service Technician



ATTACHMENT #2

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

INITIATIVE LIMITING CARD ROOMS WITHIN THE CITY AND REQUIRING VOTER APPROVAL FOR NEW OR EXPANDED CARD ROOMS

Since 2011, the City of Antioch has had an ordinance regulating the number and location of card rooms that may operate in the city. The proposed initiative would change this ordinance in a number of ways. Currently, the card-room ordinance allows only two card rooms to exist within the city at one time. The initiative would change this limitation to allow only those card rooms that existed on September 1, 2015 to operate.

The present ordinance requires persons who wish to operate a card room to obtain a license, based on an application, which the City Council may approve or reject. The initiative would require that City voter approval also be obtained for any new card-room or card-room expansion.

The initiative would prohibit card rooms from being located within 1,000 feet of another card room or within 1,000 feet of any school, hospital, medical clinic, alcohol or drug recovery center, mental/social care facility, park, library, place of worship.

The initiative would mandate that the City Council deny a license application for a proposed cardroom if it finds the applicant has committed a felony, lacks good moral character, has submitted false information in support of the application, or the card room would be incompatible with surrounding land uses. The initiative would add an additional ground for denial: that the applicant does not have a current, valid license issued by the California Gambling Control Commission.

The initiative also changes the regulations for licensed card rooms, including limiting the number of player-dealer games to half the card room's tables and limiting the number of players at a table to ten (except for poker tournaments)

To the Honorable City Council of the City of Antioch,
We, the undersigned, registered, qualified voters and residents of the City of Antioch, hereby propose amendments to Title 5, Chapter 4 of the Code of Ordinances of the City of Antioch relating to card rooms, and request that the City Council submit the same immediately to a vote of the people of the City of Antioch at a special election for their adoption or rejection. The proposed statutory amendments read as follows:

Citizens Initiative Against Gambling Expansion

The People of the City of Antioch hereby ordain and enact as follows:

SECTION 1. TITLE.

This initiative shall be known as the "Citizens Initiative Against Gambling Expansion."

SECTION 2. FINDINGS. The City of Antioch hereby finds, determines and declares as follows:

- A. The expansion of gambling in the City of Antioch can harm public health, safety and welfare, and increase demands on police, public safety and social services.
- B. Holding a public vote on any future expansion of gambling will serve to protect public health, safety and welfare.
- C. To prevent unsuitable persons and criminals from receiving gambling licenses, the City's gambling licensing process must be strengthened.
- D. To prevent gambling near schools and places where children gather, places of worship, health care or treatment facilities, or other gambling businesses, public health, safety and welfare requires regulating the location of gambling establishments.

SECTION 3. PURPOSE AND INTENT.

In enacting this Ordinance amendment, it is the purpose and intent of the people of the City of Antioch to:

- A. Preserve, maintain and protect the City and the People of Antioch by requiring a public vote before there is an expansion of gambling.
- B. To clarify and strengthen the laws governing gambling establishments, their location, games and the licensing of persons who own and operate gambling establishments.

SECTION 4. Title 5, Chapter 4 of the Code of Ordinances of the City of Antioch are hereby amended as follows (with added language in *Italics and Underlined*, and deleted language in strike-out):

§ 5-4.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACT. Cal. Bus. and Prof. Code, Division 8, Chapter 5, known as The Gambling Control Act.

CARD ROOM. Any room, enclosure, or space furnished with a table or tables used, or intended to be used, as a card table for the playing of cards and similar games, the use of which table is available to the public, or any portion of the public.

CARD ROOM EMPLOYEE. Any natural person employed in the operation of a card room, including, without limitation, dealers, floor personnel, security employees, countroom personnel, cage personnel, collection personnel, surveillance personnel, data-processing personnel, maintenance personnel (but not personnel involved only in maintenance of the exterior of the premises), waiters and waitresses, and secretaries, or any other natural person whose employment duties require or authorize access to card rooms.

COMMISSION. The California Gambling Control Commission.

LICENSE. Any license issued by the Commission pursuant to the Act and regulations adopted pursuant to the Act authorizing the holder to operate a card room operation or be employed in the operation of a card room in a supervisory capacity.

WORK PERMIT. Any card, certificate, or permit issued by the Commission, authorizing the holder to be employed as a card room employee.

§ 5-4.02 NUMBER OF LOCATION AND LICENSES LIMITED.

(A) It is hereby found and determined that the public health, safety, and welfare require that the number and location of licensed card rooms in the city be limited, and the following regulations are required to fulfill such objectives:

- (1) The total number of licensed card rooms permitted in the city shall be two no more than those in operation as of September 1, 2015 and licensed by the City on that date, unless otherwise limited by the Act or subsequent state law.
- (2) When, pursuant to the provisions of this section, a card room license can be granted, it shall be granted or denied in the numerical order in which the application was made, all applications being subject to the provisions of this chapter.
- (3) No card room license shall be granted, nor shall the transfer of the location of an existing card room license be authorized, until a use permit and the approval of the Council has first been obtained. A use permit may be granted if the proposed location will be desirable to the public convenience or welfare and will be in harmony with the zoning provisions, the General Plan, this ordinance and any specific plan and if the location is proper in relation to adjacent uses.
- (4) No more than one card room license shall be issued for the downtown area. The downtown area is described as that territory bounded by the San Joaquin

River to Sixth Street and L to A Streets. The Council finds that in the past an undue concentration of card rooms in the downtown area has helped lead to blighting conditions.

(5) A card room shall not be located within 1,000 feet of a public or private pre-school or K-12 school, a licensed hospital, medical clinic, alcohol or other drug abuse recovery or treatment center, or community care residential facility providing mental and/or social rehabilitation services, a public park or playground, a public library, a church or place of worship, or another card room or place where gambling is permitted. The footage distance shall be measured from the closest point on the exterior property lines of the card room establishment to the closest point on the exterior property lines of the other property. The location of a card room that was licensed and operating at that location as of September 1, 2015 is exempt from this subsection.

§ 5-4.03 LICENSE APPLICATION.

(A) *Application to Commission; requirements.* Every person making an application for a card room license shall submit an application under oath to the Commission for review and consideration, pursuant to the procedures and fee schedule in the Act and regulations set by the Commission. The City Council shall not consider an application for a city Card Room License until the Commission has granted a card room license to the applicant for the requested location.

(B) *Application to city; requirements.* Every person making an application for a card room license shall submit an application, under oath, to the Chief of Police, which shall include the following:

- (1) The true names and addresses of the applicant and of all persons financially interested in the business. **PERSONS FINANCIALLY INTERESTED** shall include all persons who share in the profits of the business in any form;
- (2) The criminal record, if any, of any of the persons named in the application;
- (3) The fingerprints and photographs of the applicant and of all persons financially interested in the business;
- (4) Any other information required by the Chief of Police; and
- (5) Any application fee and/or deposit required under the Master Fee Schedule.

§ 5-4.04 LICENSE; DENIAL.

(A) *Denial by Commission; grounds.* The Commission, upon the receipt of the application, shall either grant or deny the application. Denial may be upon one or more of the grounds in the act and/or regulations set by the Commission.

(B) *Denial by the Council; grounds.* The Council, upon the receipt of the report of the Chief of Police, shall either grant or deny the application. Denial may A license application for a new license or the transfer of an existing license shall be denied if the Council finds upon one or more of the following grounds:

- (1) That the applicant or any person financially interested in the applicant or business has been convicted of a felony;
- (2) That, in the opinion of the Council, the applicant or any person financially interested in the applicant or business is not of good moral character,
- (3) That any of the information furnished or required in the application or submitted in connection with the application was false or misleading, or material information was omitted with the probable intent to conceal the facts; and
- (4) That, in the opinion of the Council, the proposed location for the card room would be incompatible with the uses being made of the property in the immediate vicinity and/or injurious to the health, safety, or morals of the people of the city.

(5) That the applicant or a person financially interested in the applicant or business, does not have a state gambling license or license endorsement for the card room in good standing. For the purposes of this subsection, a license or owner's license endorsement is not in good standing if the state license or endorsement expired without a new license or endorsement being issued prior to its expiration, the license has been suspended or revoked by the Commission, or the applicant is subject to a pending disciplinary accusation before the Commission which seeks revocation of the applicant's state gambling license.

(C) *Denial; effect.* Denial of the application shall cause the applicant to lose his place on the numerical ranking list. If the applicant desires future consideration, he shall file a new application, which shall be placed at the bottom of the numerical ranking of applicants.

§ 5-4.05 LICENSE; ISSUANCE TO ESTABLISHED BUSINESSES ONLY.

In addition to the other requirements contained in this chapter, no new license shall be issued for a card room other than in an established place of business of sufficient size and volume that the already established business is the major business of the place rather than the business of operating such card room. This section does not apply to licenses issued under section 5-4.08.

§ 5-4.06 LICENSE FEE.

(A) Every person conducting, using, and/or maintaining on premises owned, used, or leased by him any card room or card tables which may be used by patrons of the premises shall pay a license fee in the amount established in the Master Fee Resolution and the fee schedule in the Act and regulations set forth by the Commission.

(B) The license fees for card tables shall be in addition to any other license fees or taxes imposed upon the established business therein.

§ 5-4.07 FAILURE TO PAY FEES; REVOCATION OF LICENSES.

If any person conducting a card room shall fail to pay the fees specified by § 5-4.06 of this article or other fees, rates or taxes pursuant to the Antioch Municipal Code or Master Fee Schedule following notice from the Finance Department that such fees are delinquent, the Director of Financial Services shall so notify the Chief of Police. The Chief of Police shall notify the licensee of the intention of the Chief of Police to revoke the card room license for failure to pay the fees, rates or taxes. If such fees, rates or taxes are not then paid within ten calendar days after such notice, the Chief of Police shall revoke such license. During the ten calendar day time period, the licensee may have the opportunity to present to the Chief of Police evidence that the amount of fees, rates or taxes being assessed is incorrect. The Chief of Police may order the adjustment of the fees, rates or taxes being imposed. If payment is made prior to revocation, a 50% penalty shall be added to the fees, rates and taxes due and owing. The remedy of revocation shall be in addition to the civil or criminal remedies available to the city.

§ 5-4.08 LICENSE NONTRANSFERABLE; EXCEPTIONS.

(A) Except as provided in § 5-4.08 of this chapter, no card room license shall be assignable or transferable, except that such a City gambling license that was in effect on September 1, 2015 for a card room in operation on that date may be transferable to the purchaser, heir or other successor in interest of that established business where the license is used and operated; however, the transferee, before operating the card room, shall obtain permission for the card room license transfer from the Council in the same manner as for an original issuance under section 5-4.04, the Chief of Police forwarding his report and recommendation to the Council prior to action being taken. The approval or disapproval of any card room license transfer permitted by this section shall be within the sole discretion of the Council based on the criteria established by this chapter and in compliance with section 5-4.04. If a request for a license transfer has not been made within 60 days after the business sale takes place, the card room license shall expire, may be distributed to another person.

(B) For a license that was in effect for a card room operating on September 1, 2015, in the event the existing business to which the card room license is necessarily attached reverts to the former card room license holder because of the nonpayment of the purchase price or by reason of contract, operation of law, or otherwise, the card room license may be transferred to the former card room license holder subject to Council approval under section 5-4.04, as specified for all transfers. In all other cases, the license shall automatically expire. The provisions of this section shall be broadly construed so as to give effect to the intent thereof.

§ 5-4.09 SUSPENSION AND REVOCATION OF LICENSE.

(A) The Council may suspend or revoke a card room license on any of the grounds set forth in § 5-4.04 of this chapter, on the ground that the card room business has become the main business of the establishment, or on the ground that the licensee has violated a provision of this chapter. If a card room license is not used by the operation of card tables on the premises to which the card room license is attached for a period of six consecutive months, the card room license shall automatically expire.

(B) However, a card room license may be moved from one established business location to another by the licensee provided the new location has been first approved by the Council within six months after card room activity has ceased at the premises to which the card room license was last attached. The Council may grant an additional six months for a business relocation upon a showing of hardship by the licensee.

§ 5-4.10 CARD ROOM WORK PERMIT REQUIRED.

No person shall work as a card room employee without first obtaining a work permit from the Commission, nor shall any licensee of a card room employ any person as a card room employee who does not possess a valid work permit.

§ 5-4.11 CARD ROOM WORK PERMIT APPLICATION; FEE.

An applicant for a card room work permit shall submit his or her application to the Commission for review and consideration, pursuant to the procedures and fee schedule in the act and regulations set by the Commission.

§ 5-4.12 CARD ROOM WORK PERMIT NONTRANSFERABLE.

No card room work permit shall be assignable or transferable.

§ 5-4.13 CARD ROOM WORK PERMIT; SUSPENSION AND REVOCATION.

The Chief of Police may temporarily suspend a work permit on the ground that the permittee has violated any provision of this chapter or the Act, pending action by the Commission.

§ 5-4.14 RULES AND REGULATIONS.

No person, either as a licensee or employee, shall maintain, operate, or permit any act within a card room in violation of any of the following regulations:

- (A) Not more than one card room shall be located at one business location.
- (B) Four card tables shall be automatically allowed per card room. The Council, in its discretion, may allow up to six card tables per card room. No more than half the card room tables may be operated for any player-dealer games as defined in Penal Code §330.11.
- (C) The number of players permitted at one card table shall be no more than 10, except for poker tournaments, as prescribed by state law.
- (D) Card rooms shall be open to police inspection during all hours of operation.
- (E) Each card table, during the time of play at such table, shall have assigned to it a person holding a valid work permit. Such person shall be in charge of, supervise, and conduct the game strictly in accordance with the laws of the state and the provisions of this chapter.
- (F) Only games authorized by state law to be played shall be permitted to be played in any card room.
- (G) Only table stakes shall be permitted.
- (H) No person under the age of 21 shall be permitted at any card table, or participate in any game, or remain in a card room.
- (I) No intoxicated person shall be permitted in any card room.
- (J) The licensee shall post in every card room, in letters plainly visible throughout the room, signs stating the hourly rate or cost per hand charged for the use of the tables in such card room and each other of the regulations set forth in this section as the Chief of Police may require.
- (K) Each card room shall adopt a schedule of the hours of operation, after the schedule has been approved by the Chief of Police. Such approved schedule of hours shall be clearly posted at the gambling establishment so as to give law enforcement and patrons adequate notice of the hours of operation. Unless otherwise restricted, a card room may be allowed to operate 24 hours each day.
- (L) (1) No player in any licensed Antioch card room shall be permitted to wager or raise a wager by more than the following amounts:
 - (a) \$200 for individual bets in Blackjack or California games that feature a rotating player-dealer position, except for games described in division (c) which shall have higher limits;
 - (b) \$200 for individual bets in Limit Poker games;
 - (c) \$500 for individual bets in No Limit and Double Hand Poker games; and
 - (d) \$50 for individual bets in any other card room game permitted by California law.
- (2) Any licensed card room may increase their current wagering limits as stated above, provided, however, that no card room may increase its wager limit in any amount for any game until it has received prior approval from the Chief of Police. During hours of operation, card rooms shall clearly post the wagering limit rules at the tables where the games are offered, to provide patrons adequate notice of those rules.
- (M) Each card room shall be responsible and liable for its patrons' safety and security in and around the card room. Each card room shall adopt an operations plan, including security guards, video surveillance, and other measures to provide for the safety and security of patrons, after the plan has been approved by the Chief of Police.

§ 5-4.15 CONDUCTING UNLICENSED CARD ROOMS UNLAWFUL.

No person shall play, deal, carry on, open, or cause to be opened, conduct, or bet at or against any game not prohibited by the laws of the state with cards, dice, or any device for money, checks, credit, or other representative of value, except when played in a card room licensed pursuant to the provisions of this chapter.

§ 5-4.16 GAMES PROHIBITED BY STATE LAWS UNLAWFUL.

The provisions of this chapter shall not be construed to permit the licensing of any card room for the playing of any game prohibited by the laws of the state.

§ 5-4.17 EXEMPTIONS.

Any nonprofit society, club, or fraternal, labor, or other organization, having adopted bylaws and duly elected directors and members, may be excluded from compliance with the provisions of this chapter by applying to the Council and if the Council finds that the tables are for the exclusive use of the members of the organization and that no charge is made for the use of card room facilities.

§ 5-4.18 PUBLIC VOTE

Any expansion of gambling in the City of Antioch shall require a vote of the people at a statewide general, statewide primary, or regularly scheduled municipal election date. For the purposes of this Act, "expansion of gambling" means any change that conflicts with The Citizens Initiative Against Gambling Expansion, increases the number of City card room licenses, or increases the number of gambling tables that may be operated under section 5-4.14(B) to more than 8 tables.

SECTION 5. CEQA.

This initiative and ordinance change is not a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 153789. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEAQS exemption contained in CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

SECTION 6. EXEMPTIONS

This initiative shall not apply to any card room that has obtained, as of the effective date of this initiative, a vested right pursuant to state or local law. This initiative shall not apply to any use or activity that, under state or federal law, is beyond the power of the local voters to affect by the initiative power reserved to the people through the California Constitution.

SECTION 7. AMENDMENT.

This initiative may be amended only by a majority of the voters of the City of Antioch voting at a general election, as defined in Elections Code section 324.

SECTION 8. SEVERABILITY.

This Act shall be interpreted and applied so as to be consistent with all federal, state, and local laws, rules and regulations. If any provision of this initiative or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this initiative which can be given effect without the invalid provision or application, and to this end the provisions of this initiative are severable and to be given the greatest effect possible. In enacting this initiative, it is the express intent of the voters that, if any provision of this initiative is held invalid, the remainder of the initiative shall be given full force and effect.

SECTION 9. CONFLICTING INITIATIVES OR ORDINANCES.

If this initiative measure and another measure relating to gambling appear on the same City election ballot and both receive a majority of votes but this measure receives a greater number of affirmative votes, the provisions of this initiative shall prevail in their entirety, and the provisions of the other initiative that conflict with this initiative shall be null and void. If a majority of the voters vote in favor of both measures but this measure receives less votes than the other measure, only those provisions of the other measure that are in direct and irreconcilable conflicts with the provisions of this measure shall become valid. If prior to the adoption of this initiative, the city ordinance is changed, the provisions of this initiative shall prevail in their entirety.

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Antioch for the purpose of proposing an initiative that would restrict the expansion of gambling. A statement of the reasons of the proposed action as contemplated in the petition is as follows:

We are proposing the **Citizens Initiative Against Gambling Expansion** in order to Preserve, maintain and protect the City and the People of Antioch by requiring a public vote before there is an expansion of gambling, to ensure that card rooms do not expand into larger Casinos without voter approval and to clarify and strengthen the laws governing card rooms and their location.

Lamar Thorpe
Antioch, CA

LaTanya Harmon
Antioch, CA

Patrice L. Guillory
Antioch, CA

Simonsen, Arne

ATTACHMENT #3

From: Simonsen, Arne
Sent: Friday, October 23, 2015 3:06 PM
To: Duran, Steve
Cc: Fitzer, Michelle; Merchant, Dawn; Garcia, Christina
Subject: Estimated costs related to the citizen Gaming Initiative

With the potential of a citizen ballot initiative in the City of Antioch which calls for a Special Election should they exceed 15% valid signatures of registered Antioch voters on their petition(s), below are the estimated costs for the following:

Stand-alone Special Election **Around \$5.00 per Registered Voter = \$221,285**

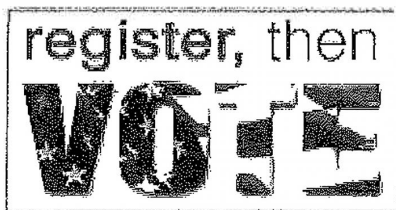
Consolidated June Primary Election **Between \$3.00 to \$4.00 per Registered Voter = \$132,771 to \$177,028**

The last day a Resolution to place a ballot measure on the June Primary: **March 11, 2016**

There are **44, 257** registered voters in Antioch

Arne Simonsen

City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007
(925) 779-7008



RECONFIGURED ORDINANCE

ATTACHMENT #4

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING AND RE-ENACTING CHAPTER 4 OF TITLE 5 OF THE ANTIOCH MUNICIPAL CODE, DEALING WITH CARD ROOMS

The City Council of the City of Antioch does ordain as follows:

Section 1. Title.

This initiative ordinance shall be known as the "Citizens Initiative Against Gambling Expansion."

Section 2. Findings.

The City of Antioch hereby finds, determines and declares as follows:

- A. The expansion of gambling in the City of Antioch can harm public health, safety and welfare, and increase demands on police, public safety and social services.
- B. Holding a public vote on any future expansion of gambling will serve to protect public health, safety and welfare.
- C. To prevent unsuitable persons and criminals from receiving gambling licenses, the City's gambling licensing process must be strengthened.
- D. To prevent gambling near schools and places where children gather, places of worship, health care or treatment facilities, or other gambling businesses, public health, safety and welfare requires regulating the location of gambling establishments.

Section 3. Purpose and Intent.

In enacting this Ordinance amendment, it is the purpose and intent of the people of the City of Antioch to:

- A. Preserve, maintain and protect the City and the People of Antioch by requiring a public vote before there is an expansion of gambling.

- B. To clarify and strengthen the laws governing gambling establishments, their location, games, and the licensing of persons who own and operate gambling establishments.

Section 4. Title 5, Chapter 4 of the Code of Ordinances of the City of Antioch are hereby amended as follows:

5-4.01. DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates a different meaning.

ACT. California Business and Prof. Code, Division 8, Chapter 5 known as the Gambling Control Act.

CARD ROOM. Any room, enclosure, or space furnished with a table or tables used, or intended to be used, as a card table for the playing of cards and similar games, the use of which table is available to the public, or any portion of the public.

CARD ROOM EMPLOYEE. Any natural person employed in the operation of a card room, including, without limitation, dealers, floor personnel, security employees, countroom personnel, cage personnel, collection personnel, surveillance personnel, data-processing personnel, maintenance personnel (but not personnel involved only in maintenance of the exterior of the premises), waiters and waitresses, and secretaries, or any other natural person whose employment duties require or authorize access to card rooms.

COMMISSION. The California Gambling Commission.

LICENSE. Any license issued by the Commission pursuant to the Act, and regulations adopted pursuant to the Act authorizing the holder to operate a card room operation or be employed in the operation of a card room in a supervisory capacity.

WORK PERMIT. Any card, certificate, or permit issued by the Commission, authorizing the holder to be employed as a card room employee.

5-4.02. NUMBER OF LOCATION AND LICENSES LIMITED.

- (A) It is hereby found and determined that the public health, safety and welfare require that the number and location of licensed card rooms in the city be limited, and the following regulations are required to fulfill such objectives:
 - (1) The total number of licensed card rooms permitted in the city shall be no more than those in operation as of September 1, 2015 and licensed by the City on that date, unless otherwise limited by the Act or subsequent state law.

- (2) When, pursuant to the provisions of this section, a card room license can be granted, it shall be granted or denied in the numerical order in which application was made, all applications being subject to the provisions of this Chapter.
- (3) No card room license shall be granted, nor shall the transfer of the location of an existing card room license be authorized, until a use permit and the approval of the Council has first been obtained. A use permit may be granted if the proposed location will be desirable to the public convenience or welfare and will be in harmony with the zoning provisions, the General Plan, this ordinance and any specific plan and if the location is proper in relation to adjacent uses.
- (4) No more than one card room license shall be issued for the downtown area. The downtown area is described as that territory bounded by the San Joaquin River to Sixth Street and L to A Streets. The Council finds that in the past an undue concentration of card rooms in the downtown area has helped lead to blighting conditions.
- (5) A card room shall not be located within 1,000 feet of a public or private pre-school or K-12 school, a licensed hospital, medical clinic, alcohol or other drug abuse recovery or treatment center, or community care residential facility providing mental and/or social rehabilitation services, a public park or playground, a public library, a church or place of worship[, or another card room or place where gambling is permitted. The footage distances shall be measured from the closest point on the exterior property lines of the card room establishment to the closest point on the exterior property lines of the other property. The location of a card room that was licensed and operating at that location as of September 1, 2105 is exempt from this subsection.

5-4.03. LICENSE APPLICATION.

- (A) *Application to Commission; requirements.* Every person making an application for a card room license shall submit an application under oath to the Commission for review and consideration, pursuant to the procedures and fee schedule in the Act and regulations set by the Commission. The City Council shall not consider an application for a city Card Room License until the Commission has granted a card room license to the applicant for the requested location.
- (B) *Application to city; requirements.* Every person making an application for a card room license shall submit an application, under oath, to the Chief of Police, which shall include the following:
 - (1) The true names and addresses of the applicant and of all persons financially interested in the business. PERSONS FINANCIALLY INTERESTED shall include all persons who share in the profits of the business in any form;
 - (2) The criminal record, if any, of any of the persons named in the application;

- (3) The fingerprints and photographs of the applicant and of all persons financially interested in the business;
- (4) Any other information required by the Chief of Police; and
- (5) Any application fee and/or deposit required under the Master Fee Schedule.

5-4.04. LICENSE; DENIAL.

- (A) *Denial by Commission; grounds.* The Commission, upon the receipt of the application, shall either grant or deny the application. Denial may be upon one or more of the grounds in the Act and/or regulation set by the Commission.
- (B) *Denial by the Council; grounds.* The Council, upon receipt of the report of the Chief of Police, shall either grant or deny the application. A license application for a new license or the transfer of an existing license shall be denied if the Council finds one or more of the following:
 - (1) That the applicant or any person financially interested in the applicant or business has been convicted of a felony;
 - (2) That, in the opinion of the Council, the applicant or any person financially interested in the applicant or business is not of good moral character;
 - (3) That any of the information furnished or required in the application or submitted in connection with the application was false or misleading, or material information was omitted with the probable intent to conceal the facts; and
 - (4) That, in the opinion of the Council, the proposed location for the card room would be incompatible with the uses being made of the property in the immediate vicinity or injurious to the health, safety, or morals of the people of the city.
 - (5) That the applicant or a person financially interested in the applicant or business does not have a state gambling license or license endorsement for the card room in good standing. For the purposes of this subsection, a license or owner's license endorsement is not in good standing if the state license or endorsement expired without a new license or endorsement being issued prior to its expiration, the license has been suspended or revoked by the Commission, or the applicant is subject to a pending disciplinary accusation before the Commission, which seeks revocation of the applicant's state gambling license.
- (C) *Denial; effect.* Denial of the application shall cause the applicant to lose his place on the numerical ranking list. If the applicant desires further consideration, he shall file a new application, which shall be placed at the bottom of the numerical ranking of applicants.

5-4.05. LICENSE; ISSUANCE TO ESTABLISHED BUSINESSES ONLY.

In addition to the other requirements contained in this Chapter, no new license shall be issued for a card room other than in an established place of business of sufficient

size and volume that the already established business is the major business of the place rather than the business of operating such card room. This section does not apply to licenses issued under section 5-4.08.

5-4.06. LICENSE FEE.

- (A) Every person conducting, using, and/or maintaining on premises owned, used or leased by him any card room or card tables which may be used by patrons of the premises shall pay a license fee in the amount established in the Master Fee Resolution and the fee schedule in the Act and regulations set forth by the Commission.
- (B) The license fees for card tables shall be in addition to any other license fees or taxes imposed upon the established business therein.

5-4.07. FAILURE TO PAY FEES; REVOCATION OF LICENSES.

If any person conducting a card room shall fail to pay the fees specified by Sec. 5-4.06 of this article or other fees, rates or taxes pursuant to the Antioch Municipal Code or Master Fee Schedule following notice from the Finance Department that such fees are delinquent, the Director of Financial Services shall so notify the Chief of Police. The Chief of Police shall notify the licensee of the intention of the Chief of Police to revoke the card room license for failure to pay the fees, rates or taxes. If such fees, rates or taxes are not then paid within ten calendar days after such notice, the Chief of Police shall revoke such license. During the ten calendar day time period, the licensee may have the opportunity to present to the Chief of Police evidence that the amount of fees, rates or taxes being assessed is incorrect. The Chief of Police may order the adjustment of the fees, rates or taxes being imposed. If payment is made prior to revocation, a 50% penalty shall be added to the fees, rates and taxes due and owing. The remedy of revocation shall be in addition to the civil or criminal remedies available to the City.

5-4.08. LICENSE NONTRANSFERABLE; EXCEPTIONS.

- (A) Except as provided in Sec. 5-4.08 of this Chapter, no card room license shall be assignable or transferable, except that a City gambling license that was in effect on September 1, 2015 for a card room in operation on that date may be transferable to the purchaser, heir or other successor in interest of that established business where the license is used and operated; however, the transferee, before operating the card room, shall obtain permission for the card room transfer from the Council in the same manner as for an original issuance under Sec. 5-4.04, the Chief of Police forwarding his report and recommendation to the Council prior to action being taken. The approval or disapproval of any card room license transfer permitted by this section shall be within the sole discretion of the Council based on the criteria established by this chapter and in compliance with Sec. 5-4.04. If a request for a license

transfer has not been made within 60 days after the business sale takes place, the card room license shall expire.

- (B) For a license that was in effect for a card room operating on September 1, 2015, in the event the existing business to which the card room license is necessarily attached reverts to the former card room license holder because of the nonpayment of the purchase price or by reason of contract, operation of law, or otherwise, the card room license may be transferred to the former card room license holder subject to Council approval under Sec. 5-4.04. In all other cases, the license shall automatically expire.

5-4.09. SUSPENSION AND REVOCATION OF LICENSE.

- (A) The Council may suspend or revoke a card room license on any of the grounds set forth in Sec. 5-4.04 of this Chapter, on the ground that the card room business has become the main business of the establishment, or on the ground that the licensee has violated a provision of this Chapter. If a card room license is not used by the operation of card tables on the premises to which the card room license is attached for a period of six consecutive months, the card room license shall automatically expire.
- (B) However, a card room license may be moved from one established business location to another by the licensee provided the new location has been first approved by the Council within six months after card room activity has ceased at the premises to which the card room license was last attached. The Council may grant an additional six months for a business relocation upon a showing of hardship by the licensee.

5-4.10. CARD ROOM WORK PERMIT REQUIRED.

No person shall work as a card room employee without first obtaining a work permit from the Commission, nor shall any licensee of a card room employ any person as a card room employee who does not possess a valid work permit.

5-4.11. CARD ROOM WORK PERMIT APPLICATION; FEE.

An applicant for a card room work permit shall submit his or her application to the Commission for review and consideration, pursuant to the procedures and fee schedule in the Act and regulations of the Commission.

5-4.12. CARD ROOM WORK PERMIT NONTRANSFERABLE.

No card room work permit shall be assignable or transferable.

5-4.13. CARD ROOM WORK PERMIT; SUSPENSION AND REVOCATION.

The Chief of Police may temporarily suspend a work permit on the ground that the permittee has violated any provision of this Chapter or the Act, pending action by the Commission.

5-4.14. RULES AND REGULATIONS.

No person, either as a licensee or employee, shall maintain, operate, or permit any act within a card room in violation of any of the following regulations:

- (A) Not more than one card room shall be located at one business location.
- (B) Four card tables shall be automatically allowed per card room. The Council, in its discretion, may allow up to six card tables per card room. No more than half the card room tables may be operated for any player-dealer games as defined in Penal Code Sec. 330.11.
- (C) The number of players permitted at one card table shall be no more than 10, except for poker tournaments.
- (D) Card rooms shall be open to police inspection during all hours of operation.
- (E) Each card table, during the time of play at such table, shall have assigned to it a person holding a valid work permit. Such person shall be in charge of, supervise and conduct the game strictly in accordance with the laws of the state and the provisions of this Chapter.
- (F) Only games authorized by state law to be played shall be permitted to be played in any card room.
- (G) Only table stakes shall be permitted.
- (H) No person under the age of 21 shall be permitted at any card table, or participate in any game, or remain in a card room.
- (I) No intoxicated person shall be permitted in any card room.
- (J) The licensee shall post in every card room, in letters plainly visible throughout the room, signs stating the hourly rate or cost per hand charged for the use of the tables in such card room and each of the other regulations set forth in this section as the Chief of Police may require.
- (K) Each card room shall adopt a schedule of hours of operation, after the schedule has been approved by the Chief of Police. Such approved schedule of hours shall be clearly posted at the gaming establishment so as to give law enforcement and patrons adequate notice of the hours of operation. Unless otherwise restricted, a card room may be allowed to operate 24 hours each day.
- (L) (1) No player in any licensed Antioch card room shall be permitted to wager or raise a wager by more than the following amounts: (a) \$200 for individual bets in Blackjack or California games that feature a rotating player-dealer position, except for games described in division (c) which shall have higher limits; (b) \$200 for individual bets in Limit Poker games; (c) \$500 for individual bets in No Limit and Double Hand Poker games; and (d) \$50 for individual bets in any other card room game permitted by California law. (2) Any licensed card room may

increase their current wagering limits as stated above, provided, however, that no card room may increase its wager limit in any amount for any game until it has received prior approval from the Chief of Police. During hours of operation, card rooms shall clearly post the wagering limit rules at the tables where the games are offered, to provide patrons adequate notice of those rules.

- (M) Each card room shall be responsible and liable for its patrons' safety and security in and around the card room. Each card room shall adopt an operations plan, including security guards, video surveillance, and other measures to provide for the safety and security of patrons, after the plan has been approved by the Chief of Police.

5-4.15. CONDUCTING UNLICENSED CARD ROOMS UNLAWFUL.

No person shall play, deal, carry on, open, or cause to be opened, conduct, or bet at or against any game not prohibited by the laws of the state with cards, dice or any device for money, checks, credit, or other representative of value, except when played in a card room licensed pursuant to the provisions of this Chapter.

5-4.16. GAMES PROHIBITED BY STATE LAWS UNLAWFUL.

The provisions of this Chapter shall not be construed to permit the licensing of any card room for the playing of any game prohibited by the laws of the State.

5-4.17. EXEMPTIONS.

Any nonprofit society, club, or fraternal, labor or other organization, having adopted bylaws and duly elected directors and members, may be excluded from compliance with the provisions of this Chapter by applying to the Council and if the Council finds that the tables are for the exclusive use of the members of the organization and that no charge is made for the use of card room facilities.

5-4.18. PUBLIC VOTE.

Any expansion of gambling in the City of Antioch shall require a vote of the people at a statewide general, statewide primary, or regularly scheduled municipal election date. For the purposes of this Act, "expansion of gambling" means any change that conflicts with The Citizens Initiative Against Gambling Expansion, increases the number of City card room licenses, or increases the number of gambling tables that may be operated under section 5-4.14(B) to more than 8 tables.

Section 5. CEQA.

This initiative and ordinance change is not a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 153789. In the event that this ordinance is found to be a project under CEQA, it is subject to the

CEQA exemption contained in the CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

Section 6. EXEMPTIONS.

This initiative shall not apply to any card room that has obtained, as of the effective date of this initiative, a vested right pursuant to state or local law. This initiative shall not apply to any use or activity that, under state or federal law, is beyond the power of the local voters to affect by the initiative power reserved to the people through the California Constitution.

Section 7. AMENDMENT.

This initiative may be amended only by a majority of the voters of the City of Antioch voting at a general election, as defined in Elections Code section 324.

Section 8. SEVERABILITY.

This Act shall be interpreted and applied so as to be consistent with all federal, state, and local laws, rules and regulations. If any provision of this initiative or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this initiative which can be given effect without the invalid provision or application, and to this end the provisions of this initiative are severable and to be given the greatest effect possible. In enacting this initiative, it is the express intent of the voters (and City Council) that if any provision of this initiative is held invalid, the remainder of the initiative shall be given full force and effect.

Section 9. CONFLICTING INITIATIVES OR ORDINANCES.

If this initiative measure and another measure relating to gambling appear on the same City election ballot and both receive a majority of votes but this measure receives a greater number of affirmative votes, the provisions of this initiative shall prevail in their entirety, and the provisions of the other initiative that conflict with this initiative shall be null and void. If a majority of the voters vote in favor of both measures but this measure receives less votes than the other measure, only those provisions of the other measure that are in direct and irreconcilable conflicts with the provisions of this measure shall become valid. If prior to the adoption of this initiative, the city ordinance is changed, the provisions of this initiative shall prevail in their entirety.

Section 10. EFFECTIVE DATE.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CALLING AN INITIATIVE MEASURE ELECTION

WHEREAS the City Clerk has issued a certificate verifying that proponents of an initiative petition have timely submitted petitions containing the required number of signatures pursuant to the Elections Code to qualify for an election; and

WHEREAS the City Council has determined to submit the matter to the electorate rather than adopting the proposed ordinance;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby call an election to be consolidated with the June 7, 2016 Primary Election to determine the initiative petition.

BE IT FURTHER RESOLVED that the specific measure on the ballot shall be as follows:

MEASURE: _____

“Shall the electors adopt the Initiative Limiting Card Rooms Within the City and Requiring Voter Approval for New or Expanded Card Rooms Ordinance?”

BE IT FURTHER RESOLVED that that the City Clerk is directed to transmit a copy of the measure to the City Attorney for the purpose of preparing an impartial analysis of the measure.

BE IT FURTHER RESOLVED that the full text of the measure is not to be printed in the voter pamphlet.

BE IT FURTHER RESOLVED that the City Clerk shall fix and determine a reasonable date prior to the election, and consistent with rules of the Contra Costa County Elections Division, after which no arguments for or against the measure may be submitted, which date shall be noticed buy the City Clerk pursuant to Government Code Sec. 6061 and Elections Code Sec. 9286.

BE IT FURTHER RESOLVED that no rebuttal arguments shall be allowed.

* * * * *

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
City Clerk of the City of Antioch