



## AGENDA

Antioch City Council  
Including the Antioch City Council  
acting as Successor Agency to the  
Antioch Development Agency

**Date:** Tuesday, August 25, 2015

**Time:** 5:30 P.M. – Closed Session  
7:00 P.M. – Regular Meeting

**Place:** Council Chambers, 200 H Street

**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 3<sup>rd</sup> 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.

**5:30 P.M.**      **ROLL CALL – CLOSED SESSION** for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency

**PUBLIC COMMENTS** for Closed Sessions

#### **CLOSED SESSIONS:**

- 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: Michelle Fitzer, Denise Haskett and Glenn Berkheimer; Employee organizations: Operating Engineers Local Union No. 3 (OE3) and Public Employees Union Local 1.

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

- 2) CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: City owned Assessors Parcel Number (APN)#s: 066010020; 066055001; 066041004; 066051012 and Successor Agency owned Assessor's Parcel (APN)#s: 066092001; 066107010; 066107011; 066107001; 066610010; 66051001; 066051002. City and Agency Negotiator, City Manager Steve Duran. Other Parties Negotiators: Seeno Homes, Inc., Albert Seeno Jr.; Lewis Operating Corporation, Doug Mull; City Ventures, Phil Kerr; Celebrate Antioch Foundation, Wayne Harrison. Under negotiation: price and terms of payment.

**REPORT OUT FROM AUGUST 13<sup>th</sup> CLOSED SESSION**

**REPORT OUT FROM AUGUST 17<sup>th</sup> CLOSED SESSION**

**7:00 P.M.**      **ROLL CALL – REGULAR MEETING** – for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency

**PLEDGE OF ALLEGIANCE**

1. **PROCLAMATION**

PROCLAMATION

- Childhood Cancer Awareness Week, September 20 – 26, 2015

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

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENING**

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE (Deadline date to apply: 09/10/15)

**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**

2. **ROLL CALL** – for Sycamore Corridor Committee Council Members Ogorchock and Wilson

A. APPROVAL OF SYCAMORE CORRIDOR COMMITTEE MINUTES FOR AUGUST 18, 2015

Recommended Action: Motion to approve the minutes

MINUTES

**ROLL CALL – REGULAR MEETING** – for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency

**MAYOR'S COMMENTS**

**PRESENTATIONS** – *California Public Utilities Commission, presented by Roland Esquivias*  
– *Police Mid-Year 2015 Status Report. presented by Chief Cantando*

PRESENTATION

PRESENTATION

3. **CONSENT CALENDAR for City /City as Successor Agency to the Antioch Development Agency**

A. APPROVAL OF COUNCIL SPECIAL MEETING STUDY SESSION MINUTES FOR JUNE 17, 2015

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

MINUTES

B. APPROVAL OF COUNCIL MINUTES FOR AUGUST 11, 2015

Recommended Action: It is recommended that the City Council continue the minutes to the next meeting.

MINUTES

**CONSENT CALENDAR for City /City as Successor Agency to the Antioch Development Agency – Continued**

**C. APPROVAL OF COUNCIL WARRANTS**

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

STAFF REPORT

**D. REJECTION OF CLAIM**

1. Juaquin Sanchez, Jr.

Recommended Action: It is recommended that the City Council reject the claim submitted by Juaquin Sanchez, Jr., that was received on June 10, 2015.

STAFF REPORT

**E. APPROVAL OF TREASURER'S REPORT FOR JULY 2015**

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

STAFF REPORT

**F. RESOLUTION APPROVING A FY 2015-16 BUDGET AMENDMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH STEPHEN GRONER & ASSOCIATES TO ADMINISTER THE CITY'S USED OIL COMPETITIVE GRANT**

Recommended Action: It is recommended that the City Council:

- 1) Adopt the resolution amending the FY 2015 – 2016 Solid Waste Used Oil Fund budget in the amount of \$214,000 in grant revenues and appropriations and authorizing the Public Works Director to sign the grant agreement; and
- 2) Authorize the City Manager to enter into a contract with Stephen Groner & Associates (SGA) for the amount not to exceed \$194,000 to develop the high school motor oil recycling outreach and education programs per our grant application.

STAFF REPORT

**G. CONSIDERATION OF BIDS FOR THE SUNSET BOOSTER PUMP STATION REPLACEMENT (P.W. 355-BP)**

Recommended Action: It is recommended that the City Council adopt a resolution amending the fiscal year 2015/2016 Capital Improvement budget by carrying forward \$480,000 in unspent budgeted funds designated for this project in fiscal year 2014/2015 and increase fiscal year 2015/2016 Water Enterprise funding for this project in the amount of \$320,000 for a total budget amendment of \$800,000, and award the Sunset Booster Pump Station Replacement contract and authorize the City Manager to execute an agreement with the lowest, responsive bidder, JMB Construction, Inc. in the amount of \$716,750.

STAFF REPORT

**CONSENT CALENDAR for City /City as Successor Agency to the Antioch Development Agency – Continued**

- H. RESOLUTION ACCEPTING A GRANT DEED FROM CONTRA COSTA COUNTY FOR APN 074-130-050 IN CONNECTION WITH THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT (P.W. 201-6)

Recommended Action: It is recommended that the City Council accept the real property conveyed by the Grant Deed from Contra Costa County to the City of Antioch for that property consisting of one legal parcel of property described as Contra Costa County Assessor Parcel Number 074-130-050 and authorize the City Attorney to sign the Certificate of Acceptance for said property in the form attached to the Resolution.

STAFF REPORT

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

- I. SECURITY SERVICES FOR SUCCESSOR AGENCY OWNED PARCELS LOCATED IN DOWNTOWN ANTIOCH

Recommended Action: It is recommended that the City as Successor Agency adopt the resolution authorizing the Executive Director to execute the Agreement for Private Security Services with Strategic Threat Management in the amount of \$70,960 for a term of six months to provide after hours security for Successor Agency owned properties located in downtown Antioch.

STAFF REPORT

- J. APPROVAL OF SUCCESSOR AGENCY WARRANTS

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

STAFF REPORT

**PUBLIC HEARING**

4. ADOPT RESOLUTION REVOKING A LOCAL CARD ROOM LICENSE FOR 408 "O" STREET ISSUED TO ANTHONY KESLINKE AND REVOKING ANCILLARY APPROVALS

Recommended Action: It is recommended that the City Council adopt the resolution revoking a local card room license for 408 "O" Street issued to Anthony Keslinke and revoking ancillary approvals.

STAFF REPORT

**PUBLIC HEARING – Continued**

**5. AVIANO PROJECT – GP-15-02, PD-14-01, PW-676, UP-14-05**

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

- 1) Adopt the Resolution adopting the Addendum to the Environmental Impact Report for the Aviano Adult Community Project.
- 2) Introduce the Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC.
- 3) Adopt the Resolution approving a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site (GP-15-02).
- 4) Introduce the Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).
- 5) Adopt the Resolution approving a Vesting Tentative Map/Final Development Plan and Use Permit for Phase 1 consisting of 127 units (UP-14-15).

STAFF REPORT

**COUNCIL REGULAR AGENDA**

**6. NRG RENEW AND UPDATE ON SOLAR PROJECTS**

Recommended Action: It is recommended that the City Council approve the non-binding Letter of Intent (LOI) with NRG Renew and authorize the City Manager to execute the document.

STAFF REPORT

**7. VEHICLE REPLACEMENT PURCHASE**

Recommended Action: It is recommended that the City Council authorize the purchase of five police patrol and three police investigation vehicles under City of Sacramento Contract #B13131311025 and one Public Works Sewer Collections utility truck under State of California contract #1-14-23-20A from Downtown Ford Sales, Sacramento, CA in the amount not to exceed \$274,639.42 and an additional \$20,000 for dealer installed auxiliary equipment.

STAFF REPORT

**COUNCIL REGULAR AGENDA – Continued**

**8. CONTRACTING EMERGENCY/SPECIALIZED SEWER SERVICES**

Recommended Action: It is recommended that the City Council approve the proposal and authorize the City Manager to execute the Emergency/Specialized Sewer Services sole source contract to Nor-Cal Pipeline Services for the amount not to exceed \$350,000 per contract year for a term ending July 1, 2017 with an option to renew an additional two years.

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**



**CHILDHOOD CANCER AWARENESS WEEK**  
*September 20 – 26, 2015*

**WHEREAS,**

*The American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in nearly 15,000 of our country's young people each and every year; and*

**WHEREAS,**

*One in five of our nation's children lose his or her battle with cancer. Many infants, children, and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and*

**WHEREAS,**

*Founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc., and Kids Cancer Connection, Inc., are dedicated to helping these children and their families; and*

**WHEREAS,**

*The American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Lucile Packard Children's Hospital at Stanford in Palo Alto, UCSF Benioff Children's Hospital, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and*

**WHEREAS,**

*The American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies, community get well cards, and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.*

**NOW, THEREFORE, I, WADE HARPER, Mayor of the City of Antioch,**  
*do hereby proclaim the week of September 20 – 26, 2015 as "CHILDHOOD CANCER AWARENESS WEEK" in the City of Antioch and call upon our citizens to observe the week and promote awareness.*

*AUGUST 25, 2015*

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**WADE HARPER, Mayor**



# ANTIOCH

California



**ALLAN CANTANDO**  
**Chief of Police**

# CITY COUNCIL REPORT



Mid-Year 2015

# **PART 1 CRIME**

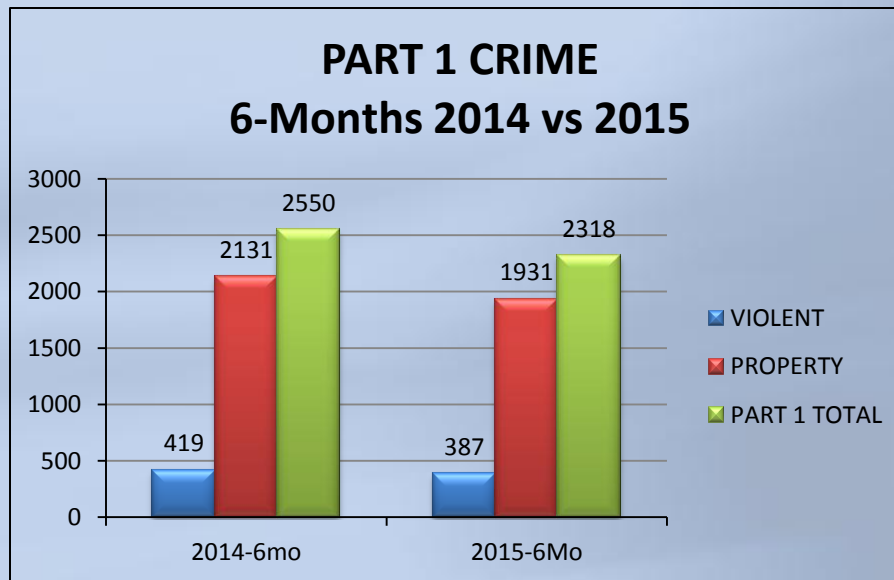
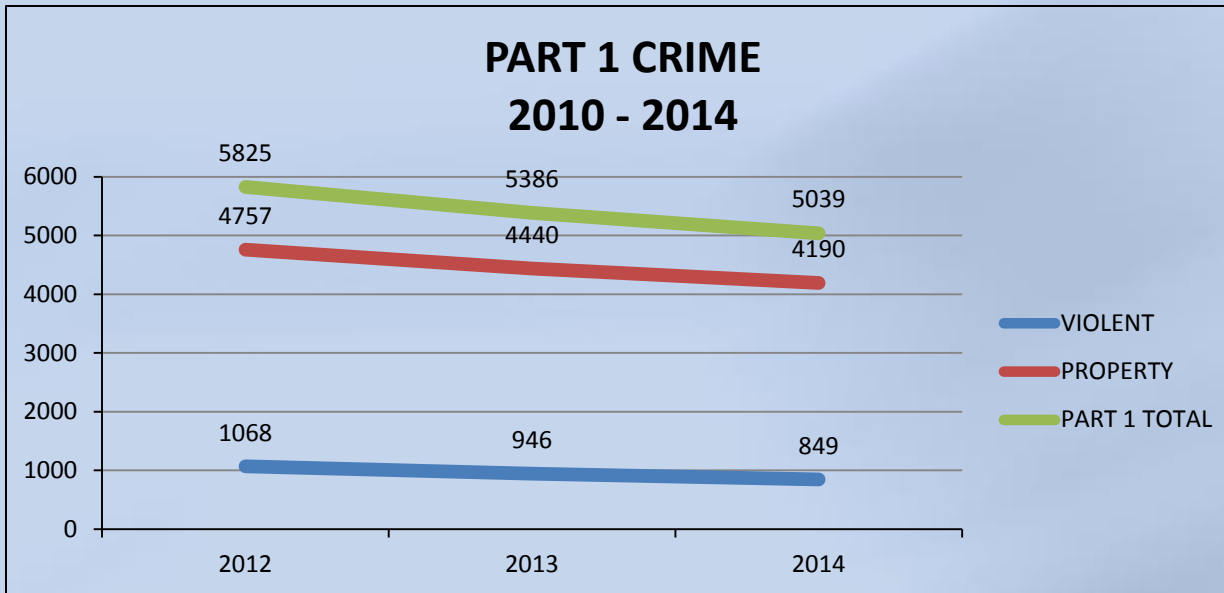
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# PART 1 CRIME STATISTICS

## 2014 vs. 2015

	Jan-Jun 2014 Total	Jan-Jun 2015 Total	#Change 2014 - 2015	%Change 2014 - 2015
*HOMICIDE	3	2	-1	-33.3%
RAPE	30	31	1	3.3%
ROBBERY	148	135	-13	-8.8%
AGGRAVATED ASSAULT	238	219	-19	-8.0%
<b>TOTAL VIOLENT CRIME</b>	<b>419</b>	<b>387</b>	<b>-32</b>	<b>-7.6%</b>
BURGLARY	701	496	-205	-29.2%
THEFT	921	895	-26	-2.8%
AUTO THEFT	509	540	31	6.1%
<b>TOTAL PROPERTY CRIME</b>	<b>2131</b>	<b>1931</b>	<b>-200</b>	<b>-9.4%</b>
<b>TOTAL PART 1 CRIME</b>	<b>2550</b>	<b>2318</b>	<b>-232</b>	<b>-9.1%</b>
ARSON	23	18	-5	-21.7%
ADULT ARRESTS	1678	2132	454	27.1%
JUVENILE ARRESTS	350	294	-56	-16.0%
<b>TOTAL ARRESTS</b>	<b>2028</b>	<b>2426</b>	<b>398</b>	<b>19.6%</b>

\*Murder & Nonnegligent Manslaughter as reported in FBI UCR tables



# UCR REPORTED PART 1 CRIME / CLEARANCES

## 2011 – 2015 (6mo)

	2011	2012	2013	2014	2015-6mo	*2013 Nat'l Clearance Rate
<b>HOMICIDE</b>	5	10	12	9	2	
CLEARANCE	6	6	6	5	4	
Clearance Rate	120%	60%	50%	56%	200%	61.3%
<b>RAPE</b>	21	29	25	59	31	
CLEARANCE	11	12	9	23	11	
Clearance Rate	52%	41%	36%	39%	35%	34.2%
<b>ROBBERY</b>	290	372	352	320	135	
CLEARANCE	88	109	92	81	42	
Clearance Rate	30%	29%	26%	25%	31%	28.9%
<b>AGR ASSAULT</b>	502	657	557	466	219	
CLEARANCE	257	305	267	218	134	
Clearance Rate	51%	46%	48%	47%	61%	54.8%
<b>BURGLARY</b>	1,335	1741	1351	1317	496	
CLEARANCE	98	117	95	63	31	
Clearance Rate	7%	7%	7%	5%	6%	11.8%
<b>THEFT</b>	1,571	1920	1872	1850	895	
CLEARANCE	368	361	251	241	92	
Clearance Rate	23%	19%	13%	13%	10%	21.2%
<b>MVTHEFT</b>	967	1094	1217	1023	540	
CLEARANCE	103	112	129	131	68	
Clearance Rate	11%	10%	11%	13%	13%	10.7%
<b>ARSON</b>	56	51	61	43	18	
CLEARANCE	7	4	6	8	3	
Clearance Rate	13%	8%	10%	19%	17%	19.9%

# **BUREAU OF SUPPORT SERVICES**

# VOLUNTEER PROGRAM

## 2015 – 6 Months

- APD Volunteers have worked a total of **5,643.51** hours
  - Field Services 4556.40
  - Investigations 91.08
  - Professional Standards 10.22
  - Records 985.81
- The value of the work provided is: **\*\$131,437.35**
- Decoy Patrol Car Program is functioning 6 days a week.

\* Based on \$23.29 an hour



# ANIMAL SERVICES KENNEL STATISTICS 2015 – 6 Months

<u>INTAKES</u>				
	CAT	DOG	OTHER	TOTAL
<b>TOTAL</b>	<b>785</b>	<b>973</b>	<b>141</b>	<b>1899</b>

<u>ANIMALS ADOPTED</u>				
	CAT	DOG	OTHER	TOTAL
<b>ADOPTED</b>	<b>193</b>	<b>278</b>	<b>20</b>	<b>491</b>

<u>OUTCOMES</u>				
	CAT	DOG	OTHER	TOTAL
<b>ADOPTION</b>	<b>193</b>	<b>278</b>	<b>20</b>	<b>491</b>
<b>EUTH</b>	<b>79</b>	<b>200</b>	<b>5</b>	<b>284</b>
<b>FOSTER</b>	<b>95</b>	<b>57</b>	<b>1</b>	<b>153</b>
<b>RESCUE</b>	<b>213</b>	<b>171</b>	<b>18</b>	<b>402</b>
<b>RTO</b>	<b>4</b>	<b>211</b>	<b>0</b>	<b>215</b>
<b>OTHER</b>	<b>151</b>	<b>70</b>	<b>25</b>	<b>246</b>
<b>TOTAL</b>	<b>735</b>	<b>987</b>	<b>69</b>	<b>1791</b>

Animals on hand on June 30, 2015 – **297**

Animal Control Calls for Service – **1,428**

## 2015 – 6 Months

**54 Volunteers worked 1,764 Hours**

\*Value of work provided: **\$41,083.56**

\* *Based on \$23.29 an hour*

# SPECIAL OPERATIONS UNIT

## 2015 – 6 Months

# Arrests	62
Consensual Contacts	3
Search Warrants	12
Probation/Parole Searches	22
PRCS	26
Guns Seized	13
Marijuana Grows	4
Marijuana (Plants) Seized	3665
Marijuana (Processed) Seized	2328.9 g
Meth Seized	774.6g
Cocaine Seized	3373.9g
Heroin Seized	156.2g
Ecstasy Seized	158
Prescription Drugs (grams)	15

# **SPECIALIZED UNITS INVESTIGATION CALL-OUTS 2015 – 6 Months**

**#CALL-OUTS – 7**

## **CHARGES/REASON**

- 1 – In-Custody Death
- 2 – Homicide
- 2 – Hostage (PC211; PC215)
- 1 – OIS (CCCSO)
- 1 – Suspicious Death

# SWAT CALL-OUTS

## 2015 – 6 Months

TOTAL OPERATIONS: 3

1 – Hostage Rescue

2 – Search Warrants (Outside Assist)

# **BUREAU OF FIELD SERVICES**

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# CALLS FOR SERVICE

## 2014 vs. 2015

### January – June

<b>PRIORITY</b>	<b>2014-6mo</b>	<b>2015-6mo</b>	<b>%CHANGE</b>
1	4,120	4,107	-0.3%
2	18,899	19,595	3.7%
3	13,041	13,775	5.6%
4	2,329	2,361	1.4%
5	1,165	1,509	29.5%
<b>TOTALS</b>	<b>39,554</b>	<b>41,347</b>	<b>4.5%</b>

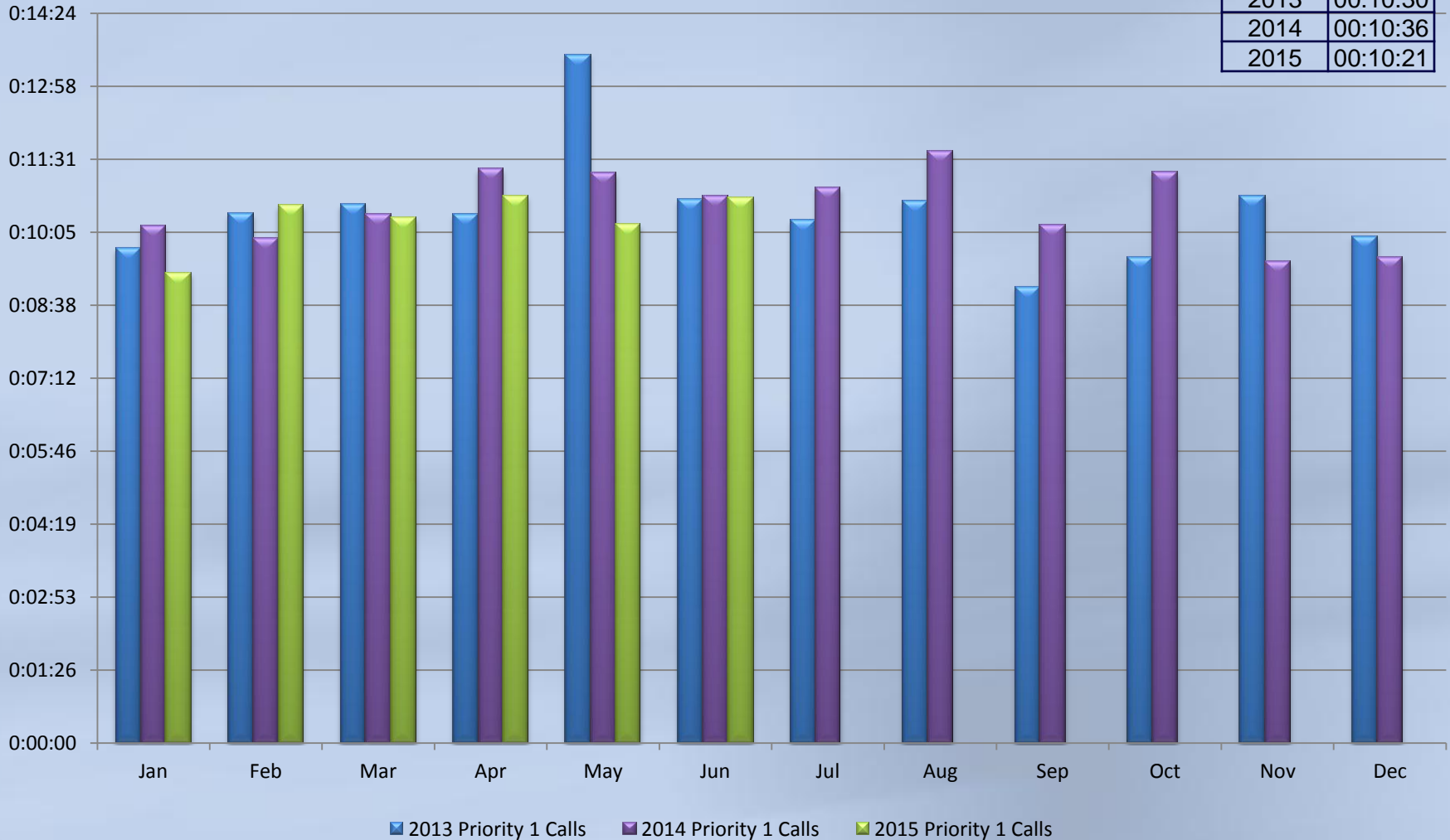
<b>HOW REC'D</b>	<b>2014-6mo</b>	<b>2015-6mo</b>	<b>%CHANGE</b>
OFFICER ON-VIEW	4,356	6,119	40.5%
PHONE	35,004	35,029	0.1%
*OTHER	194	199	2.6%
<b>TOTALS</b>	<b>39,554</b>	<b>41,347</b>	<b>4.5%</b>

\*Calls For Service which usually are reported at the Station, via teletype or other non-typical means.

# CALL RECEIVED to OFFICER ARRIVED

## Priority 1 Response Times 2013-2014-2015 Comparison

Year	AVG Rec'd to Arr
2013	00:10:30
2014	00:10:36
2015	00:10:21



# TRAFFIC STATISTICS

## 2014 vs. 2015

<b><u>TRAFFIC CALLS FOR SERVICE</u></b>			
<b><u>CLOSE CLASS</u></b>	<b>2014-6mo</b>	<b>2015-6mo</b>	<b>%CHANGE</b>
ACCIDENT – NO INJURY	688	606	-11.9%
ACCIDENT – WITH INJURY	118	164	39.0%
DUI - MISDEMEANOR	107	102	-4.7%
OTHERS	10	40	300.0%
DUI - FELONY	2	4	100.0%
<b>TOTAL</b>	<b>925</b>	<b>916</b>	<b>-1.0%</b>

	<b>2014-6mo</b>	<b>2015-6mo</b>	<b>%CHANGE</b>
<b><u>TRAFFIC FATALITIES</u></b>	<b>1</b>	<b>4</b>	<b>300.0%</b>



# K-9 PROGRAM

## 2015 – 6 Months

The Antioch Police Department currently has 5 certified working teams and one vacancy.

- 190 Deployments
- 62 Arrests
- 12 Physical Apprehensions
- 2 Demonstrations

# RESERVES

## 2015 – 6 Months

- 3 Reserve officers participated in Field Services functions, Special Events, Vehicle Abatement, Homeless Encampment issues, High School Graduation traffic control and Special Details.
- They worked a total of 565.5 hours in the 1<sup>st</sup> 6 months of 2015.
- One Reserve is currently off due to a non Reserve related injury.

# CRIME SUPPRESSION DETAILS

## January – June 2015

<b>#<u>OPERATIONS</u></b>	<b>34</b>
<b>#<u>CASES</u> Involved</b>	<b>151</b>
<b>#<u>ARRESTED</u></b>	<b>175</b>
<b>#<u>GUNS SEIZED</u></b>	<b>9</b>
<b>#<u>Enforcement Contacts</u></b>	<b>935</b>

# **CURRENT STAFFING LEVELS**

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# STAFFING

- **102 Authorized Sworn positions including the Chief**
- **89 Full-time positions are filled**
- **11 Sworn Vacancies**
- **2 Recruits began the academy on May 18, 2015.  
They are set to graduate November 13, 2015.**

# RECRUITMENTS AND HIRING

- **4 Academy graduate candidates are currently in background**
- **1 Entry level applicant is in background**
- **1 Entry level applicant will begin the Academy September 21<sup>st</sup>.**
- **Police recruitments remain open**

# SWORN POLICE OFFICER STAFFING

## 11/01/2013 – 08/05/2015

	Number of Hires	Separations				Net Change in Staffing Levels
		Retirements	Resignations	Terminations	Total Number of Separations	
Sworn Police	<b>25</b>	12	4	4	<b>20</b>	<b>5</b>

- *There are 2 Police Trainees that started the Academy on 5/18/15.*
- *There is also 1 Police Trainee that will start the next Academy in September.*

# POLICE DEPARTMENT RECRUITMENT

## January – June 2015

TYPE OF RECRUITMENT	NUMBER OF APPLICANTS	INVITED TO ORAL BOARDS	PLACED ON ELIGIBILITY LIST
Lateral	16	8	4
Academy Graduate/Student*	144	25	11
Police Trainee *	681	85	32
<b>TOTAL</b>	<b>841</b>	<b>118</b>	<b>47</b>

*\* An additional group of applicants applied in the time frame listed, but are still completing the process and are not included in the numbers above.*



# **NEW DEVELOPMENTS**

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# NEW HIRES



# Antioch Police Activities League





[eastcountytoday.net](http://eastcountytoday.net)



[eastcountytoday.net](http://eastcountytoday.net)

# Legos and the Law

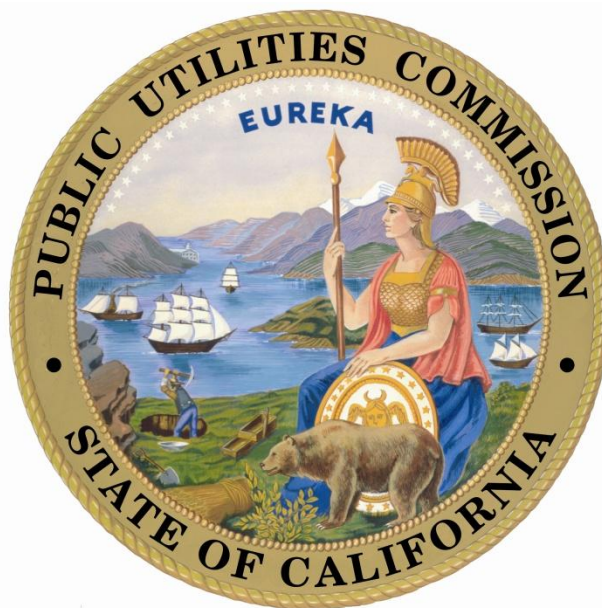


**Questions?**

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# Introduction to the California Public Utilities Commission

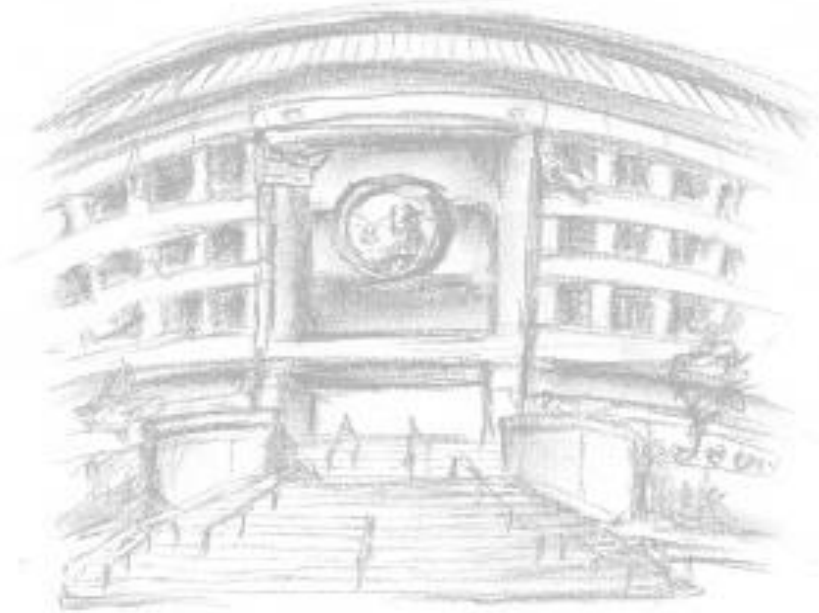






# About the CPUC

- The CPUC is the California state agency that regulates essential services including:
  - Electricity
  - Natural Gas
  - Telecommunications
  - Water
  - Rail and Transportation
- Headquartered in San Francisco with offices in Los Angeles and Sacramento
- Five Governor-appointed Commissioners serve staggered six-year terms
- Meet publicly at least once a month to decide on important policies, such as energy rates and procurement, renewable energy goals, and improvements to infrastructure





# Commissioners

Our present Commissioners are headed by the newly appointed President Commissioner Michael Picker.

Senior Advisor for Renewable Energy in the Office of the Governor from 2009 to 2014.

Deputy Treasurer in the Office of the California State Treasurer from 1998 to 1999,

Deputy Assistant for toxic substance control in the Office of the Governor from 1981 to 1982.

He was a member of the Sacramento Municipal Utility District Board of Directors from 2012-2014.

President Picker is a former lecturer at UCLA's Graduate School of Architecture and Urban Planning, and instructor at Occidental College's Urban and Environmental Policies Institute.

He holds an MBA from UC Davis, specializing in marketing, social marketing, and nonprofit management.





# Commissioners

**Mike Florio**, was appointed to the California Public Utilities Commission on January 25, 2011.

Prior to this appointment, Commissioner Florio was a senior attorney at The Utility Reform Network, and served in that capacity since 1978.

Commissioner Florio is a member of California Conference of Public Utility Counsel. He was also a member of the board of governors of the California Independent System Operator from 1997 to 2005.

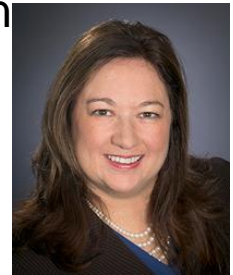
Commissioner Florio holds a J.D. from New York University School of Law, a M.P.A. from the Woodrow Wilson School at Princeton University and a B.A. from Bowling Green State University.





# Commissioners

**Catherine J.K. Sandoval** was appointed by Governor Jerry Brown in January 2011 to serve as a Commissioner.



Her appointment and confirmation to that post made her the first Latino to serve as a CPUC Commissioner in the agency's 100-year history.

She earned a Masters of Letters in Politics from Oxford University in England where she was the first Latina to win a Rhodes Scholarship. She graduated magna cum laude with a B.A. from Yale University. She hails from East Los Angeles and Montebello, California, and lives with her husband in California's Silicon Valley.





## Commissioners

Carla J. Peterman was appointed to the CPUC by Governor Edmund G. Brown Jr. in December 2012.

She was previously appointed by Governor Brown, in 2011, to the California Energy Commission where she was lead Commissioner for renewables, transportation, natural gas, and the 2012 Independent Energy Policy Report.

Commissioner Peterman holds a Bachelor of Arts in History from Howard University, where she graduated summa cum laude.

Commissioner Peterman earned a Master of Science degree and a Master of Business Administration degree from Oxford University, where she was a Rhodes Scholar.





## Commissioners

Liane M. Randolph was appointed as Commissioner of the CPUC December 23, 2014, effective January 2015.

She formerly served as Deputy Secretary and General Counsel at the California Natural Resources Agency. She is an expert in government and administrative law.



Commissioner Randolph obtained her law degree from the University of California, Los Angeles, where she also earned a B.A. in History.

Commissioner Randolph resides in Sacramento with her husband and two children. In her spare time she enjoys running, travel, and reading.





# Utility Regulation

Californians spend more than \$50 billion annually for services from industries regulated by the CPUC.

Our regulation includes:

- Rates and services of **energy** companies like **Edison, SoCalGas, SDG&E, and PG&E**
- Rates and services of **water** companies like **California-American, Golden State, and San Gabriel Valley**
- Consumer protection and public programs for **telecommunication** companies such as **AT&T and Verizon**
- Safety regarding **rail** companies such as **Los Angeles Metropolitan Transportation Authority, San Diego Trolley, and BART**, and independent **transportation** companies like movers, limousines, shuttles, etc.





# Policies & Programs that Impact Your Community

## Key CPUC Policies

- Energy Efficiency
- Demand Response
- Renewable Energy
- Dynamic Pricing / Time Varying Rates
- Electric Vehicles
- Smart Grid
- Transmission Planning and Permitting
- Energy Generation and Infrastructure Safety

## Public Programs & Assistance

- California Alternate Rates for Energy
- California Lifeline
- Deaf and Disabled Telecommunications Program
- Low Income Energy Efficiency Program
- Telecommunications scam and fraud protection
- Assistance with formal consumer complaints
- Safety inspection

**The CPUC is increasing outreach to all customers in order to better educate them about these policies and programs and to learn more about their concerns and issues.**







## CPUC's Roles & Responsibilities

- Ensuring that regulated services are delivered in a safe, reliable manner, including conducting investigations, inspections, and audits
- Implementing aggressive renewable energy and energy efficiency goals and advancing climate strategies.
- Developing and implementing policies for the rapidly changing communications and broadband markets, including ensuring fair, affordable universal access to necessary services, protecting against fraud, and removing barriers that prevent a fully competitive market
- Safety jurisdiction over the rail system, including freight railroads, inter-city passenger railroads, commuter railroads, and rail transit systems





## CPUC's Roles & Responsibilities

- Licensing, insurance, and consumer protection oversight of moving companies and passenger carriers.
- Ensuring that California's investor-owned water utilities deliver clean, safe and reliable water to their customers at reasonable rates.





# Business & Community Outreach

*Our office leads CPUC's effort to help **educate and inform our communities, local government, and businesses to make smart energy and telecommunication choices.** We also promote CPUC's policies of diversity and the State's policy of encouraging the involvement of small business in utility and State procurement.*

*Our goal is to create and foster sound relationships with our customers in order to allow **two way communication enabling us to implement the CPUC's policies externally and help shape policy internally.***

To achieve this goal, our Outreach Officers partner with:

- **Community Based Organizations (CBOs)**
  - **Local Government**
- **Local Business Groups (e.g. Chambers of Commerce)**
  - **Diverse Organizations**





# Outreach Actions

- Holding Public Participation Hearings, meetings, workshops, and other events throughout the state on issues important to consumers, such as managing energy bills, obtaining utility contracts for small businesses, and utility rates.
- Utilizing speaking engagements and community and local government partnerships to promote the CPUC's programs and policies.
- Establishing a call center to help answer questions about utility service and bills and resolve disputes.
- Establishing a Public Advisor's Office to provide procedural information, advice, and assistance to individuals and groups who want to participate in CPUC proceedings.





# Outreach Actions

- Establishing a team of statewide Outreach Officers to provide assistance and information on consumer programs and services and CPUC policies to members of the community, local and state government offices, legislative offices, and non-profits ([www.cpuc.ca.gov/PUC/aboutus/biz\\_community.htm](http://www.cpuc.ca.gov/PUC/aboutus/biz_community.htm)).

## Consumer Assistance Programs

**CARE** - 20% discount on electric and natural gas

**ESAP** – no-cost weatherization services

**California Lifeline** – discounted rate on basic residential telephone svc

**CTAP** – free phone equipment depending on one’s disability

**CRS** – specially trained operators to assist the deaf, hard of hearing, and speech disabled

**Medical Baseline** – additional baseline allowance to the sick





# Outreach Actions

Creating a Small Business Program to promote procurement opportunities with the state and utilities and provide education on issues impacting the small business community (1-800-253-0500, [smallbiz@cpuc.ca.gov](mailto:smallbiz@cpuc.ca.gov)).

- Promotes economic development of the small businesses community by providing resources and information about state and utility contracting opportunities.
- Ensures the competitive nature of small business requests for state contracting and CPUC service needs.
- Provides education and outreach necessary to raise awareness of various regulatory and legislative policy issues impacting the small business community.





# Outreach Actions

Creating a Supplier Diversity Program to promote and monitor supplier diversity in procurement by utilities and overseeing a certification clearinghouse ([wmdvbe@cpuc.ca.gov](mailto:wmdvbe@cpuc.ca.gov)).

Utilities are encouraged by the CPUC to purchase 21.5% of their goods and services from diverse businesses.

The CPUC recommends businesses owned by women, minorities, and disabled veterans to get certified.

The CPUC holds a Utility Supplier Diversity En Banc annually to celebrate the utilities' efforts for this program and to address issues that can improve it.





# Working Together

We would like to partner with you on our outreach and education. Please contact us to:

- Have us present at an upcoming meeting or event
- Include an article on energy policy or rates in your publications
  - Invite us to regular meetings or special events
  - Obtain informational materials and handouts
  - Ask questions and/or share concerns

**Roland Esquivias, Northern California Outreach Officer**  
Business & Community Outreach, CPUC  
Phone: **(415) 703-2212**  
Email: **roe@cpuc.ca.gov**







## **SYCAMORE CORRIDOR COMMITTEE MEETING**

**Antioch Police Department  
Community Room  
300 L Street  
Antioch, CA 94509**

**August 18, 2015  
2:00 P.M.**

**On August 18, 2015**, the meeting was called to order by City Manager Steve Duran at 2:00 p.m. Subcommittee members Wilson and Ogorchock were present

**Staff present:**

Steve Duran, City Manager  
Lizeht Zepeda, Economic Development Program Manger  
Allan Cantando, Police Chief

**Public Comments:**

None.

**1. REPORT AND DISCUSS EAST CONTRA COSTA COUNTY HEALTH AND WEALTH INITIATIVE**

Iris and Keith Archuleta from Emerald HPC International gave us a brief overview of the various presentations from their June 12<sup>th</sup> kickoff meeting with 59 stakeholders within the community. The presentation displayed critical components that are put into clusters of law, health, and business. Followed by the next steps for the imitative: a presentation to City Council, create the conceptual framework in September, write operation plans with budgets, revisit partnerships, engage the media, and market opportunities.

A discussion followed the presentation. A question about if the county fairground area is included in the initiative was asked by a resident. Iris Archuleta explained yes, and that the initiative will not be naming streets or areas yet. Councilmember Wilson reiterated that it will not exclude areas but rather look at the city overall. City Manager Steve Duran explained that the idea is not to displace or gentrify Antioch but rather take a hybrid approach. Keith Archuleta added that the Health and Wealth Initiative would like to expand existing businesses and get residents off highway 4. Councilmember

Wilson mentioned that the county is already looking at ways to help existing businesses grow. Councilmember Ogorchock thanked both Iris and Keith Archuleta for the presentation and is thankful the initiative is coming to Antioch. Police Chief Allan Cantando asked how Turner Group will be involved. Iris Archuleta explained that Turner Group will act as an incubator to train and develop people. K2GC, a local construction company will then hire workers going thru the program. After the discussion Iris and Keith Archuleta were thanked by all for their hard work and future process of the initiative.

Councilmember Wilson was assigned as Chair of the Sycamore Corridor Committee.

**ADJOURNMENT** The meeting was adjourned at 3:34 pm.

**SPECIAL MEETING OF THE ANTIOCH  
CITY COUNCIL/PLANNING COMMISSION/  
ECONOMIC DEVELOPMENT COMMISSION  
STUDY SESSION ON THE GENERAL PLAN  
LAND USE ELEMENT & ZONING UPDATE**

**Special Meeting/Study Session**  
**6:00 P.M. – 9:00 P.M.**

**June 17, 2015**  
**Nick Rodriguez Community Center**  
**213 F Street, Antioch**

**1. ROLL CALL AND PLEDGE OF ALLEGIANCE**

Mayor Harper called the meeting to order at 6:03 P.M. and led the audience in the Pledge of Allegiance. Minutes Clerk Eiden called the roll.

**City Council**

Present: Council Member Wilson, Ogorchock, Rocha and Mayor Harper  
Absent: Council Member Tiscareno

**Planning Commission**

Present: Commissioner Mason, Parsons, Westerman, Hinojosa, and Chairperson Motts  
Absent: Commissioner Miller and Zacharatos

**Economic Development Commission**

Present: Commissioner Young, Sweatt, Turnage and Adebeyo  
Absent: Commissioners Thorpe, Wright and Chairperson Archuletta

Mayor Harper thanked everyone in attendance this evening.

**2. PUBLIC COMMENTS**

Karin Holman, Antioch resident, stated the City focus on improving its image and addressing criminal behavior. She spoke in support of developing a park on the Lumber Yard site, marketing vacant buildings and improving lighting.

Cindi Harrington, Antioch resident, invited the community to attend the Antioch Lapidary Club annual rock sale on June 20, 2015.

**3. Opening Remarks - Staff and Consultant Presentation**

- Project Status

- Overview of General Plan/Zoning sections of Opportunities & Constraints Report
- Land Use Element Update
- Zoning Update

Director of Community Development Ebbs introduced the item and Dick Loewke to give the presentation.

Dick Loewke, presented the staff report dated June 12, 2015 and overhead presentation which included:

- Initial Community Outreach Completed
- Selection of General Plan Focus Areas
- General Plan Focus Areas
- General Plan & Zoning Focus Areas

Mr. Loewke reviewed each Focus Area individually. The City Council and Commissions provided the following input:

- Focus Area #1 - Riverfront/Urban Waterfront Area

Mayor Harper requested staff review and consider recommendations in Supervisor Glover's Waterfront Plan.

- Focus Area #2 - Somersville Road Corridor Area

In response to Mayor Harper, Director of Community Development Ebbs stated it was not common practice to give up land within the City without compensation. He noted it may not be beneficial for the City to develop on the land and they would be bringing more data forward on this issue.

Economic Development Commissioner Turnage questioned if it would be feasible to rezone the area adjacent to the mall to allow for more than three stories in an effort to improve the City's tax base per acre.

Mr. Loewke responded that the corridor was currently C3 which allowed for housing and commercial uses. He noted the City had discretion over the height limitation.

Planning Commissioner Westerman questioned if there were environmental concerns related to the Chevron site.

Mr. Loewke stated he did not have specific information; however, they understood some level of cleanup was needed to accommodate residential use on the property.

Planning Commissioner Hinojosa reported the property was contaminated, had done through a remediation process and was cleared by DTSC. She questioned why the City was not changing the General Plan to match the Zoning District for the PG&E parcel. She also asked if the City included the PG&E parcel in the City's RHNA numbers and housing element allocation.

Mr. Loewke stated he would follow up on these questions; however, it was his understanding PG&E had planned and initiated some utility improvements on the property to provide services for the surrounding area. He noted he would need to confirm that information. He further noted if it was identified on the housing element as one of the sites needed to meet RHNA numbers, then it would become a more important issue.

➤ Focus Area #3, Eastern Waterfront Employment Area

Planning Commissioner Parsons informed Mr. Loewke that the yacht clubs in the area opposed annexing into the City.

Mr. Loewke clarified there was no obligation for the City to pre-zone and if the City wanted to remain neutral until a property owner approached them, they could do so.

In response to Mayor Harper, Mr. Loewke added pre-zoning would streamline the process and save the developer time and money.

➤ Focus Area #4 - Hillcrest Station Specific Plan Area

In response to Mayor Harper, Mr. Loewke stated the Specific Plan looked at transit oriented development that could include an office park with medium to high density residential development. He stated there were some serious infrastructure cost issues that needed to be addressed prior to development occurring. He noted as the economy strengthened the City would be looking at proposals and the goal was to streamline the process.

Planning Commissioner Parsons requested clarification with regards to the railroad buffer in this area.

Mr. Loewke responded air quality experts took a preliminary look at the Hillcrest Station Specific Plan and anticipated the separation of housing and the rail lines. He explained that this rail line was operated by a different carrier and carried different cargo and as a result, the particulate matter emitted was at a much lower concentration level. He noted for those reasons the separation needed at this location was much smaller than downtown. He explained a health risk assessment needed to be done with a

development project and there would have to be no risk or mitigation measures would be needed to offset any risk.

➤ Focus Area #5 “A” Street Interchange Area

Economic Development Commissioner Young questioned if homeowners in area could be offered incentives for updating their properties.

Mr. Loewke stated some guidelines to encourage coordination along the corridor would be helpful.

Economic Development Commissioner Adebayo questioned how relevant the plans would be for future generations.

Mr. Loewke stated urban economist looked at market needs and identified a number of businesses that were not well represented and in the next 5-10 years those businesses could be accommodated. He stated they also interviewed realtors, educators, resident groups, service providers and developers who identified the potential demand. He noted with aging facilities along “A” Street and the fact the properties could be acquired for relatively low price, the area was well poised for turnover of office and commercial businesses as well as new construction. He noted the goal was to provide guidance to accommodate emerging market opportunities and coordinate the esthetic component.

Councilmember Wilson questioned if consultants had reached out to the County Workforce Development Board for information regarding priority industry clusters for the area.

Mr. Loewke stated they had not interviewed the agency; however, they had read some of the work and gathered information. He mentioned it was a good source that had not been fully tapped.

Economic Development Commissioner Sweatt questioned if broadening the scope of zoning would contribute to broadening the base of developers or investors.

Mr. Loewke responded in most cases it would and they had suggested the overlay because the area had unique issues. He further noted there was a delicate balance between the accommodation with flexibility and guidance with incentives to upgrade property. He noted once that began to happen it would promote future redevelopment.

➤ Focus Area #6 Western Gateway Area

In response to Councilmember Rocha, Mr. Loewke clarified that Christmas Tree lot was zoned C-3 regional commercial.

➤ Focus Area #7 Sand Creek Area

Mitch Oshinsky reported staff saw the opportunity to streamline the process by formalizing a one step process in the area. He noted they had several development applications for this area and policy issues would be addressed by Planning Commission and the City Council as the projects come forward.

Mayor Harper stated he supported streamlining the application process to facilitate future development.

Economic Development Commissioner Young stated there was potential in the area for future growth and voiced his support for larger lots and executive housing. He stated the HOA model and gated communities would attract those wishing to move up within the City. He agreed streamlining the process was important to bring business into Antioch.

Economic Development Commissioner Sweatt concurred with Commissioner Young's comments.

Economic Development Commissioner Adebayo discussed the importance of the City planning for higher education opportunities in Antioch.

Mr. Oshinsky responded at this time there were no sites designated for a College.

Mr. Loewke mentioned he would be revisiting this issue this evening and noted if a College wished to locate in Antioch it was possible either under the existing General Plan or with a modification.

Planning Commissioner Hinojosa stated she was opposed to the City making policy decisions on a project by project basis for development projects.

Director of Community Development Ebbs stated it was a valid concern that was beyond the scope of tonight's discussion. He stated staff would do their best to address this issue moving forward.

Commissioner Hinojosa stated streamlining the process was very important and she would support Antioch participating in a Habitat Conservation Plan which could provide the opportunity for streamlining permitting for regulatory environmental issues.

In response to Commissioner Hinojosa, Mr. Loewke stated material brought back to the Commission and Council would address the process moving forward.

- Focus Area #8 - East Lone Tree Specific Plan Area

No comments were given.

- Focus Area #9 - Roddy Ranch Area

In response to Economic Development Commissioner Young, Mr. Loewke stated that as part of updating the General Plan there was opportunity to coordinate with the Park District on shared use facilities.

- Focus Area #10 - Ginochio Property Area

Planning Commissioner Hinojosa stated the City of Antioch was currently in an MOU with the City of Brentwood over the entirety of the property and she suggested it be included in the discussion as the process moved forward.

Mr. Loewke responded that the area was within Antioch's sphere of influence and planning area. He stated he would research the MOU issues. He noted the goal was to provide guidance to the development community, property owner and City of Brentwood that the City wanted to see a quality project in the area and they were serious about it by pre-zoning.

- Focus Area #11 - Downtown Specific Plan Area

In response to Councilmember Rocha, Mr. Loewke stated he would bring alternatives reflecting Council and Commission direction to the City Council at their June 23, 2015 meeting.

- Focus Area #12 - Delta Business Park Area

In response to Mayor Harper, Mr. Loewke stated they wanted to look at ways to expedite simple uses, streamline the hearing process for more complicated applications and add clearer standards, permitted and conditional uses to the code.

- Focus Area #13 - Auto Center Area

No comments

- Focus Area #14 - Fairgrounds Area



Planning Commissioner Chairperson Motts stated he was interested in this site for institutional higher learning. He noted there may be an opportunity for Cal State East Bay to relocate to this area.

Mr. Loewke stated anecdotally he agreed; however, more information needed to be gathered. He noted due to the proximity to the marina and downtown there was a natural opportunity to consider a College focused on marine biology or environmental studies.

Planning Commissioner Parsons stated the west section of the fairgrounds was leased to Little League so relocating that facility should be considered.

➤ Focus Area #15 - L Street Corridor Area

Mayor Harper stated he concurred with the comments and he supported beautifying the area.

Councilmember Rocha stated this area needed to be addressed now so when funding becomes available the improvements could occur in a timely manner.

Planning Commissioner Parsons suggested an overcrossing of the railroad be considered for safety and future development.

Economic Development Commissioner Young suggested streamlining the “L” Street and 10<sup>th</sup> Street corridor improvements and noted an overcrossing for the railroad was possible. He voiced his support for changing the name of “L” Street.

➤ Focus Area #16 - Viera Avenue Area

Planning Commissioner Parsons expressed concern for cross contamination of the wells in this area and stated infrastructure needed to be improved.

Mr. Loewke explained public utilities would be brought to area.

Planning Commissioner Parsons suggested making sewer and water connections mandatory in this area.

➤ Focus Area #17 - Landfill Area

Planning Commissioner Hinojosa stated there was a proposed development on the site and there were surrounding parcels set aside as part of the landfill permit conditions which she believed were meant to be buffer parcels and not developable.

Mr. Loewke stated he was aware although he did not have details and that was why he had indicated that communication needed to occur with the “County and State to determine the status of the landfill and what conditions may affect the surrounding properties. He stated they hoped to gain the knowledge and base guidance for those properties on what they learned.

➤ Focus Area #18 - Bluerock Area

Economic Development Commissioner Sweatt stated she agreed that healthcare uses would coincide with this area.

Mr. Loewke stated those types of uses could be accommodated in the PD District; however, it would take a lot of time and work to get through the process. He stated they were attempting to make Antioch competitive in the market place and turnkey a project in 6 months rather than 1.5 years.

➤ Focus Area #19 - Deer Valley Area

No comments

### **Public Comments**

Juan Pablo Galvan, Land Use Planner for Save Mount Diablo, stated they were supportive of transit oriented development and the widening of Highway 4. He discussed the impact housing on the City’s southern edge would have on existing neighborhoods. He suggested the western square mile of the Sand Creek Focus Area and the area separating Horse and Lone Tree Valleys be preserved as open space. He noted Sand Creek should be provided with a wide development buffer so it could serve as a wildlife and recreational corridor. He commented the Ginochio focus area lies outside and the ULL and development there could conflict with planning processes in Brentwood. He stated Antioch should be doing anything possible to create and maintain a buffer between it and Brentwood so they could retain their own separate identities and characteristics. He expressed interest in how the General Plan process would be developed and how the City would create a legally supportable plan.

Allan Payton, Antioch resident, gave a history of Antioch’s ULL and voiced his support for a buffer zone between Antioch and Brentwood on the Ginochio property. He discussed the importance of providing the type of housing needed to attract executives, professionals and business owners. He suggested the City allow for 6-10 story buildings around the eBART station and allow for the conversion of residences to businesses and commercial uses in the “A” and “L” Street corridors. Additionally, he

stated the City should rezone the residential properties along “A” Street so they could be converted. He urged the City move forward with the “L” Street improvements.

#### **4. Questions - from City Council and Commissions**

In response to Economic Development Commissioner Young, Director of Community Development Ebbs explained that they would look at ways to streamline the application process for smaller developers.

In response to Economic Development Commissioner Sweatt, Director of Community Development Ebbs stated the market for high rise office buildings in Antioch was not there yet; however, it was important to consider the possibility in the future.

Planning Commissioner Parsons clarified she felt it should be mandatory for residents in the Viera Lane annexation area to connect to City water and sewer, if they could not prove their water was palatable.

Planning Commission Chairperson Motts stated he felt it was important not to look at development in the Sand Creek area on a case by case basis.

Director of Community Development Ebbs stated the Planning Commission would be considering this process in the future.

Chairperson Hinojosa suggested the City consider participation or the development of a Habitat Conservation Plan and Natural Community Conservation Plan

City Manager Duran responded that staff had been working on this issue for several months and he would provide an update within the next few weeks.

Planning Commissioner Hinojosa reported the City had been awarded a \$600,000 grant to pursue developing an HCP and there was an expiration; therefore, there was incentive to have the dialog prior to that occurring.

Councilmember Wilson suggested the City reach out to the County resources such as the Workforce Development Board. She voiced her support for improving the “A” and L Street on/off ramps and discussed the importance of sustainability.

Councilmember Ogorchock discussed the importance of infrastructure supporting future development.

Mayor Harper stated as the eBART station was completed the City needed to take advantage of timing for development in the area. He requested the City review the

Waterfront Plan and think regionally in the planning process. He thanked everyone for coming and participating in the meeting.

**5. Joint Discussion - City Council and Commissions**

- Input on Land Use Element & Zoning Update

Input was given during the Consultants presentation.

**6. Summary and Next Steps**

Mr. Loewke stated comments from this evening would be reviewed and researched so they could assemble a package to bring back to the City Council in July. He noted once they had direction they would begin work on the Environmental Analysis for the Downtown Specific Plan and Land Use Element Update. He further noted there would be opportunity for input during the entire process and comment forms were available in the community room this evening.

City Manager Duran announced the next City Council meeting would be on July 28, 2015.

**7. Adjournment**

Mayor Harper adjourned the meeting at 8:18 P.M.

Respectfully submitted:

*Kitty Eiden*

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KITTY EIDEN, Minutes Clerk



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 25, 2015

**TO:** Honorable Mayor and Members of the City Council

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

**APPROVED BY:** Michelle Fitzner, Administrative Services Director

**SUBJECT:** City Council Meeting Minutes of August 11, 2015

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of August 11, 2015 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 OF  
 JULY 31 - AUGUST 13, 2015  
 FUND/CHECK#

**100 General Fund**

**Non Departmental**

204124 CONTRA COSTA COUNTY	MAP FEES	100.00
357762 BLUE STAR HEATING AND AIR	CBSC FEE REFUND	1.65
357764 CALIF BUILDING STANDARDS COMMISSION	QTR2 2015 REMITTANCE	3,842.00
357768 CIRCLEPOINT	CONSULTING SERVICES	2,074.48
357791 DEPT OF CONSERVATION	QTR2 2015 REMITTANCE	4,507.00
357849 PMC	PROFESSIONAL SERVICES	1,688.19
357867 SDG ARCHITECTURE AND ENGINEERING	PROFESSIONAL SERVICES	2,160.00
357881 UNFALLING LOVE CHURCH	STATE FEE REFUND	1.00
357942 ECONOMIC AND PLANNING SYSTEMS INC	CONSULTING SERVICES	120.00
357961 KB HOME SOUTH BAY INC	DEVELOPER DEPOSIT REFUND	104,512.58
357987 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	5,498.95

**City Council**

204176 CITY OF ORINDA	CONFERENCE-OGORCHOCK	50.00
357842 OGORCHOCK, LORI ANN	PER DIEM 6/24-6/26	624.54

**City Attorney**

358006 WESTAMERICA BANK	COPIER LEASE	78.95
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**City Manager**

357908 CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	516.00
358006 WESTAMERICA BANK	COPIER LEASE	78.95

**City Clerk**

357796 EIDEN, KITTY J	CONTRACT SERVICES	2,903.00
357969 MARICAL	BINDERS	692.27
358006 WESTAMERICA BANK	COPIER LEASE	78.95

**Human Resources**

357798 FEDEX	SHIPPING	45.94
357814 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	295.00
357841 OFFICE MAX INC	OFFICE SUPPLIES	255.15
358006 WESTAMERICA BANK	COPIER LEASE	250.02

**Economic Development**

357838 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	2,063.00
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	408.82
358006 WESTAMERICA BANK	COPIER LEASE	78.95

**Finance Administration**

357841 OFFICE MAX INC	OFFICE SUPPLIES	108.34
357902 BANK OF AMERICA	MEETING EXPENSE	44.95
358006 WESTAMERICA BANK	COPIER LEASE	250.02

**Finance Accounting**

357771 CLINE, CAROL F	TRAVEL REIMBURSEMENT	3,157.54
357912 CALIF MUNICIPAL STATISTICS INC	CAFR DEBT STATEMENT	425.00
924958 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	20,856.25

**Finance Operations**

357841 OFFICE MAX INC	OFFICE SUPPLIES	354.23
357882 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	2.00
357975 NEOPOST	POSTAGE MACHINE RENTAL	3,121.79

Prepared by: Georgina Meek  
 Finance Accounting  
 8/20/2015

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 JULY 31 - AUGUST 13, 2015  
 FUND/CHECK#

358002 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	13.30
358006 WESTAMERICA BANK	COPIER LEASE	350.36
<b>Non Departmental</b>		
204246 DS SERVICES OF AMERICA INC	BUS LIC APP FEE REFUND	30.00
204247 WAXIE SANITARY SUPPLY	BUS LIC STICKER FEE REFUND	5.00
204248 ANTIOCH MOVING AND STORAGE CO INC	BUS LIC APP FEE REFUND	30.00
357827 MARTINEZ, CHRISTOPER	LIABILITY CLAIM	250.00
357852 PROFINISH PAINT TECHNOLOGIES	BUS LIC FEE REFUND	216.19
357853 PERS	PAYROLL DEDUCTIONS	1,545.00
357881 UNFALLING LOVE CHURCH	BUS LIC APP FEE REFUND	130.00
357900 AQUILINA JANITORIAL SERVICES	BUS LIC OVERPAYMENT REFUND	327.70
357936 DELTA DIABLO	GOLF COURSE WATER	16,665.88
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	47,635.00
924852 RETIREE	MEDICAL AFTER RETIREMENT	1,685.66
<b>Public Works Maintenance Administration</b>		
358006 WESTAMERICA BANK	COPIER LEASE	22.50
<b>Public Works General Maintenance Services</b>		
358006 WESTAMERICA BANK	COPIER LEASE	60.00
<b>Public Works Street Maintenance</b>		
357775 COMMERCIAL POWER SWEEP INC	SWEEP SERVICE	560.00
<b>Public Works-Signal/Street Lights</b>		
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,649.85
924858 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,706.85
924954 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	696.32
<b>Public Works-Striping/Signing</b>		
203789 SCHWINN CITY	FLAGS	21.78
357958 INTERSTATE SALES	STREET SUPPLIES	1,094.36
924953 GRAINGER INC	SMALL TOOLS	133.91
<b>Public Works-Facilities Maintenance</b>		
357808 HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	13,075.50
357840 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	100.00
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	12,142.19
924858 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	344.43
924954 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	312.21
<b>Public Works-Parks Maint</b>		
357845 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	121,210.44
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	934.12
357874 STEWARTS TREE SERVICE INC	TREE SERVICE	3,900.00
357895 AMERICAN PLUMBING INC	PLUMBING SERVICES	177.70
357980 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,330.00
358001 UNIQUE PEST CONTROL	PEST CONTROL SERVICES	4,200.00
924859 JOHN DEERE LANDSCAPES PACHECO	EQUIPMENT REPAIR	536.45
<b>Public Works-Median/General Land</b>		
357809 HORIZON	VALVE REPAIR KITS	198.64
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,819.42
357892 ACE HARDWARE, ANTIOCH	PVC FITTINGS	1.00

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357955 HORIZON	SUPPLIES	109.80
357981 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,420.00
357989 ROBERTS AND BRUNE CO	SUPPLIES	16.28
<b>Police Administration</b>		
357748 ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-MEADS	188.00
357749 ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-MARTIN	188.00
357750 ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-MCMANUS	557.00
357751 ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-DEE	557.00
357756 ASR - BRICKER MINCOLA	UNIFORM	56.93
357772 CNOA	TUITION-SUMMERS	45.00
357781 COPSWEST	TUITION-LADUE	400.00
357782 COPSWEST	TUITION-MOREFIELD	400.00
357784 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	200.00
357787 DEE, KRISTOPHER M	PARKING REIMBURSEMENT	22.50
357788 DEE, KRISTOPHER M	MEAL ALLOWANCE	75.00
357798 FEDEX	SHIPPING	18.64
357816 JOHNSON, VIRGINIA L	TRAVEL REIMBURSEMENT	681.87
357824 LIONS GATE HOTEL	LODGING-BITTNER	325.05
357826 MARTIN, RICHARD B	MEAL ALLOWANCE	75.00
357828 MC MANUS, ERIC A	MEAL ALLOWANCE	75.00
357831 MEADS, ROBERT P	MEAL ALLOWANCE	75.00
357841 OFFICE MAX INC	OFFICE SUPPLIES	1,661.05
357850 PORAC LEGAL DEFENSE FUND	RESERVE DUES	40.50
357854 PUBLIC SAFETY TRAINING INSTITUTE	TUITION-SOLARI	82.00
357855 PUBLIC SAFETY TRAINING INSTITUTE	TUITION-JOHNSEN	82.00
357864 RUPANI, FRANK M	EXPENSE REIMBURSEMENT	320.00
357865 SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	7,645.59
357869 SINGH, PARDEEP	APP FEE REFUND	36.00
357886 VERIZON WIRELESS	AIR CARD	76.02
357901 ASR - BRICKER MINCOLA	UNIFORMS	5,609.62
357903 BARAKOS, DIMITRI A	TRAINING PER DIEM	355.00
357909 CAHN CONFERENCE	TUITION-KRENZ	275.00
357910 CAHN CONFERENCE	TUITION-BARAKOS	275.00
357911 CAHN CONFERENCE	TUITION-MENDES	275.00
357914 CANTANDO, ALLAN J	EXPENSE REIMBURSEMENT	144.51
357916 CNOA	TUITION-EVANS	45.00
357917 CNOA	TUITION-MORIN	45.00
357920 COMCAST	CABLE	26.11
357925 CONTRA COSTA COUNTY	RANGE FEES	585.00
357930 CONTRA COSTA COUNTY	FELONY FILING FEES	8,028.00
357935 CSI FORENSIC SUPPLY	SUPPLIES	361.63
357944 EMBASSY SUITES	LODGING-KRENZ	778.65
357945 EMBASSY SUITES	LODGING-BARAKOS	778.65
357946 EMBASSY SUITES	LODGING-MENDES	778.65
357949 GALLS INC	TACTICAL VEST	799.66
357952 HAWTHORNE SUITES	LODGING-MORIN/EVANS	144.78

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357954 HOFFMAN, RICK D	TRAVEL REIMBURSEMENT	494.73
357964 KIRBY POLYGRAPH INVESTIGATIVE SVCS	POLYGRAPH EXAMS	2,100.00
357965 KRENZ, RONALD L	TRAINING PER DIEM	355.00
357966 LAW OFFICES OF JONES AND MAYER	LEGAL SERVICES	1,102.00
357967 LC ACTION POLICE SUPPLY	EQUIPMENT BAGS	3,556.78
357971 MENDES, AURELIANO M	TRAINING PER DIEM	355.00
357976 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	246.95
357983 PITNEY BOWES INC	POSTAGE MACHINE	331.35
357984 PORAC LEGAL DEFENSE FUND	RESERVE DUES-RUPANI	30.00
357985 PSYCHOLOGICAL SERVICES GROUP	PROFESSIONAL SERVICES	262.50
357991 ROSE, BRIAN C	TRAVEL REIMBURSEMENT	252.97
357995 SHRED IT INC	SHRED SERVICES	246.30
357997 SIMPSON INVESTIGATIVE SVCS GROUP	PROFESSIONAL SERVICES	3,702.36
357998 SPEEDO CHECK	SPEEDOMETER CHECK	1,155.00
358000 TRAINING FOR SAFETY INCORPORATED	TUITION-MEADS/MALSOM	218.00
358006 WESTAMERICA BANK	COPIER LEASE	1,642.05
924820 CRYSTAL CLEAR LOGOS INC	SHIRTS	510.47
924950 CONKLIN, GILBERT R	COURT APPEARANCE	90.88
924956 MOBILE MINI LLC	STORAGE CONTAINER	214.86
<b>Police Prisoner Custody</b>		
357853 PERS	PAYROLL DEDUCTIONS	1,376.86
358006 WESTAMERICA BANK	COPIER LEASE	151.33
<b>Police Community Policing</b>		
204222 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	91.50
204223 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	100.00
204224 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	73.04
204225 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	79.30
357747 3M	MAINTENANCE SERVICE	300.00
357810 HUNT AND SONS INC	FUEL	67.56
357922 COMMERCIAL SUPPORT SERVICES	CAR WASHES	848.00
357956 HUNT AND SONS INC	FUEL	1,076.53
<b>Police Investigations</b>		
204222 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	7.50
204224 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	7.50
204225 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	19.20
357779 CONTRA COSTA COUNTY	LAB TESTING	26,307.50
357893 ADVANTAGE SENTRY & PROTECTION	PRISONER TRANSPORTATION	5,241.81
357894 AIR SYSTEMS LLC	TRACKING SERVICES	824.45
357926 CONTRA COSTA COUNTY	LAB TESTING	3,543.75
357927 CONTRA COSTA COUNTY	SART EXAMS	13,200.00
357928 CONTRA COSTA COUNTY	LAB TESTING	18,012.50
357929 CONTRA COSTA COUNTY	LAB TESTING	880.00
357949 GALLS INC	TACTICAL VEST	138.53
357999 SPRINT	PHONE RECORDS	60.00
358006 WESTAMERICA BANK	COPIER LEASE	607.78

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**Police Special Operations Unit**

357876 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	887.98
357877 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	413.22

**Police Communications**

357774 COMCAST	CONNECTION SERVICE	334.93
357780 CONTRA COSTA COUNTY	ARIES MAINTENANCE	33,400.00
357805 GLOBALSTAR	SATELLITE PHONE	87.95
357836 MOTOROLA SOLUTIONS INC	PORTABLE RADIOS	1,237,726.59

**Police Community Volunteers**

357796 EIDEN, KITTY J	MEETING MINUTES SERVICE	119.00
357901 ASR - BRICKER MINCOLA	VIP UNIFORMS	661.73

**Police Facilities Maintenance**

357759 BELUS CONSTRUCTION & INVESTMENTS	CONSTRUCTION SERVICES	4,957.00
357765 CAMALI CORP	MAINTENANCE SERVICE	363.00
357790 DELTA LOCK KEY AND SAFE	KEYS	46.33
357808 HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	7,233.00
357840 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	165.00
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	17,213.71
357858 RANGE MAINTENANCE SERVICES LLC	RANGE MAINTENANCE	2,550.00
357905 BELUS CONSTRUCTION & INVESTMENTS	REPAIR SERVICE	7,485.00
357913 CAMALI CORP	MAINTENANCE CONTRACT	4,347.00
357934 CREATIVE SUPPORTS INC	OFFICE SUPPLIES	888.90
357990 ROCHESTER MIDLAND CORP	RESTROOM MAINTENANCE	1,490.10

**Community Development Administration**

358006 WESTAMERICA BANK	COPIER LEASE	227.38
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**Community Development Land Planning Services**

357777 CONTRA COSTA COUNTY	FY15-16 LAFCO COST	17,655.32
357796 EIDEN, KITTY J	MEETING MINUTES	399.00
357849 PMC	PROFESSIONAL SERVICES	2,361.19
357987 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	7,184.62

**CD Code Enforcement**

204123 CONTRA COSTA COUNTY	LIEN RELEASE FEES	30.00
357851 PRINT CLUB	FORMS	351.53
357891 CONTRA COSTA COUNTY	RECORDING FEES	413.00
357907 BILL BRANDT FORD	NEW 2015 VEHICLE	20,071.95
358006 WESTAMERICA BANK	COPIER LEASE	175.26

**PW Engineer Land Development**

358006 WESTAMERICA BANK	COPIER LEASE	686.14
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**Community Development Building Inspection**

357762 BLUE STAR HEATING AND AIR	BLDG PERMIT FEE REFUND	104.32
357841 OFFICE MAX INC	OFFICE SUPPLIES	9.50

**Capital Imp. Administration**

358006 WESTAMERICA BANK	COPIER LEASE	108.50
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**Community Development Engineering Services**

358006 WESTAMERICA BANK	COPIER LEASE	105.31
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**212 CDBG Fund**

**CDBG**

357904 BAY AREA LEGAL AID	CDBG SERVICES	7,780.67
357923 COMMUNITY VIOLENCE SOLUTIONS	CDBG SERVICES	1,852.61
357931 CONTRA COSTA COUNTY	CDBG SERVICES	2,247.06
357932 CONTRA COSTA SENIOR LEGAL SERVICES	CDBG SERVICES	2,300.28
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	19.00
357978 OMBUDSMAN SERVICES OF CCC	CDBG SERVICES	2,340.56
357979 OPPORTUNITY JUNCTION	CDBG SERVICES	12,500.09
357994 SENIOR OUTREACH SERVICES	CDBG SERVICES	1,472.09

**213 Gas Tax Fund**

**Streets**

357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	27,900.59
924877 MCK SERVICES INC	CAVALLO PAVEMENT PROJECT	824,047.88
924924 TESTING ENGINEERS INC	ENGINEERING CONSULTANT	2,480.00
924955 MCK SERVICES INC	CAVALLO PAVEMENT PROJECT	655,444.45

**214 Animal Control Fund**

**Animal Control**

204249 NELSON, JUDY	CAVALLO PAVEMENT PROJECT	73.00
357753 ANIMAL CARE EQUIPMENT	SUPPLIES	86.34
357794 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	3,032.50
357819 KOEFRAN SERVICES INC	ANIMAL DISPOSAL SERVICES	1,850.00
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	905.99
357941 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	10,624.30
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	802.00
358006 WESTAMERICA BANK	COPIER LEASE	151.33

**219 Recreation Fund**

**Non Departmental**

357950 GOMEZ, VICTORIA	DEPOSIT REFUND	1,000.00
357986 RAMIREZ, GLORIA	DEPOSIT REFUND	1,000.00

**Recreation Admin**

357808 HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	5,406.25
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,354.82

**Senior Programs**

357846 PACIFIC GAS AND ELECTRIC CO	GAS	1,569.88
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	314.00

**Recreation Classes/Prog**

357804 GEDDES MUSIC BRENTWOOD	CONTRACTOR PAYMENT	612.00
357820 KOVALICK, LUANNE	CONTRACTOR PAYMENT	649.20
357889 WE ARE ONE PRODUCTIONS	CONTRACTOR PAYMENT	1,368.00

**Recreation Sports Programs**

357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,984.95
357924 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	1,690.00
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	249.00

**Recreation-New Comm Cntr**

204254 FOODMAXX	SUPPLIES	26.06
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357769 CIRCUS OF SMILES	EVENT SERVICES	489.00
357774 COMCAST	CONNECTION SERVICE	1,587.42
357803 GARDA CL WEST INC	ARMORED CAR PICK UP	77.00
357808 HONEYWELL INTERNATIONAL INC	HVAC MAINTENANCE	9,930.25
357840 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	230.00
357845 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,619.00
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9,448.78
357853 PERS	PAYROLL DEDUCTIONS	1,500.34
357860 ROBERTS, NANCY	CONTRACTOR PAYMENT	999.60
357938 DISCOUNT SCHOOL SUPPLY	SUPPLIES	390.85
357943 EDUCATION TO GO	CONTRACTOR PAYMENT	201.75
357972 MUIR, ROXANNE	CONTRACTOR PAYMENT	384.00
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	662.00
357993 SAFETY DRIVERS ED LLC	CONTRACTOR PAYMENT	566.40
358005 WESCO RECEIVABLES CORP	SUPPLIES	114.29
358006 WESTAMERICA BANK	COPIER LEASE	300.62
<b>221 Asset Forfeiture Fund</b>		
<b>Asset Forfeiture</b>		
357982 PEN LINK	SOFTWARE MAINTENANCE	2,200.00
<b>222 Measure C/J Fund</b>		
<b>Streets</b>		
357947 FEDERAL ADVOCATES INC	ADVOCACY SERVICES	5,000.00
924945 MCK SERVICES INC	NINTH ST PROJECT	98,236.24
<b>226 Solid Waste Reduction Fund</b>		
<b>Solid Waste Used Oil</b>		
357789 DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	2,797.71
<b>Solid Waste</b>		
357789 DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	9,400.77
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	133.00
<b>228 Abandoned Vehicles Fund</b>		
<b>Abandoned Vehicles</b>		
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	43.00
<b>229 Pollution Elimination Fund</b>		
<b>Channel Maintenance Operation</b>		
357754 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE SERVICES	2,208.00
357795 ECORP CONSULTING INC	PROFESSIONAL SERVICES	4,364.33
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	350.00
<b>251 Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>		
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	797.86
<b>Lonetree Maintenance Zone 2</b>		
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	745.93
357980 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,900.00
<b>Lonetree Maintenance Zone 3</b>		
357980 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,900.00

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**Lonetree Maintenance Zone 4**

357981 PACIFIC COAST LANDSCAPE MGMT INC LANDSCAPE SERVICES 2,995.00

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 346.78

357874 STEWARTS TREE SERVICE INC TREE SERVICE 1,300.00

924954 ICR ELECTRICAL CONTRACTORS ELECTRICAL SERVICES 846.36

**253 Almondridge SLLMD Fund**

**Almondridge Maintenance**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 218.42

**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 972.50

**Hillcrest Maintenance Zone 2**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 772.81

357981 PACIFIC COAST LANDSCAPE MGMT INC LANDSCAPE SERVICES 4,285.00

**Hillcrest Maintenance Zone 4**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 655.77

357874 STEWARTS TREE SERVICE INC TREE SERVICE 1,300.00

**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 130.37

**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 80.47

**Citywide 2A Maintenance Zone 4**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 319.85

357980 PACHECO BROTHERS GARDENING INC LANDSCAPE SERVICES 2,340.00

**Citywide 2A Maintenance Zone 5**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 450.21

**Citywide 2A Maintenance Zone 6**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 239.07

**Citywide 2A Maintenance Zone 9**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 499.52

**Citywide 2A Maintenance Zone10**

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 123.14

**257 SLLMD Administration Fund**

**SLLMD Administration**

203790 SOCIETY OF ARBORICULTURE FORMS 98.80

357757 BAY AREA NEWS GROUP LEGAL AD 398.72

357801 FURBER SAW INC EQUIPMENT 2,114.16

357809 HORIZON SUPPLIES 418.56

357973 MUNICIPAL POOLING AUTHORITY 15/16 ERMA PREMIUM 105.00

924859 JOHN DEERE LANDSCAPES PACHECO EQUIPMENT REPAIR 9,491.89

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**259 East Lone Tree SLLMD Fund**

**Zone 1-District 10**

357868 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
357996 SILVA LANDSCAPE	LANDSCAPE SERVICES	6,840.00

**312 Prewett Family Park Fund**

**Parks & Open Space**

357857 QUICK PC SUPPORT	COMPUTER SOFTWARE	91,524.50
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**376 Lone Diamond Fund**

**Assessment District**

357766 CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES	177.00
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**569 Vehicle Replacement Fund**

**Equipment Maintenance**

357939 DOWNTOWN FORD SALES	2015 FORD F250 VEHICLES	84,275.76
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**570 Equipment Maintenance Fund**

**Non Departmental**

357810 HUNT AND SONS INC	FUEL	3,731.74
357902 BANK OF AMERICA	EE COMPUTER PURCHASE	1,037.41
357956 HUNT AND SONS INC	FUEL	19,767.51

**Equipment Maintenance**

357752 ALVAREZ, ALAN G	LIC RENEW REIMBURSEMENT	42.00
357755 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	1,196.54
357822 LEHR AUTO ELECTRIC	EQUIPMENT	2,111.31
357825 MAACO	PAINT	1,712.11
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	655.83
357898 ANTIOCH AUTO PARTS	SUPPLIES	1,628.51
357899 APPLUS TECHNOLOGIES INC	SMOG MACHINE	3,004.63
357940 EAST BAY TIRE CO	TIRE SERVICE	131.08
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	626.00
357974 MUNICIPAL POOLING AUTHORITY	15/16 VEHICLE POLICY	13,110.00
358004 WALNUT CREEK FORD	SUPPLIES	93.51
358006 WESTAMERICA BANK	COPIER LEASE	27.50

**573 Information Services Fund**

**Information Services**

357834 MISAC NORTHERN CA REGION	MEMBER FEES	160.00
357885 VERIZON WIRELESS	AIR CARD	219.83
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	290.00

**Network Support & PCs**

357774 COMCAST	CONNECTION SERVICE	1,039.57
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	453.00
358006 WESTAMERICA BANK	COPIER LEASE	102.03
924839 GRAINGER INC	SUPPLIES	322.43
924947 CDW GOVERNMENT INC	TAPES	271.19
924949 COMPUTERLAND	CABLE	70.98
924952 DIGITAL SERVICES	WEBSITE MAINTENANCE	3,035.00
924957 ODIN SYSTEMS INC	CAMERA SYSTEM REPAIR	5,725.50

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**Telephone System**

204094 AMERICAN MESSAGING	PAGER	37.37
357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	31.00

**GIS Support Services**

357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	453.00
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**Office Equipment Replacement**

357953 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	4,288.94
924947 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	1,126.02

**577 Post Retirement Medical-Police Fund**

**Non Departmental**

357761 RETIREE	MEDICAL AFTER RETIREMENT	1,170.00
357763 RETIREE	MEDICAL AFTER RETIREMENT	714.45
357800 RETIREE	MEDICAL AFTER RETIREMENT	317.93
357802 RETIREE	MEDICAL AFTER RETIREMENT	1,021.12
357821 RETIREE	MEDICAL AFTER RETIREMENT	887.96
357829 RETIREE	MEDICAL AFTER RETIREMENT	129.00
357830 RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
357853 PERS	MEDICAL AFTER RETIREMENT	5,978.00
357862 RETIREE	MEDICAL AFTER RETIREMENT	235.23
357870 RETIREE	MEDICAL AFTER RETIREMENT	89.00
357880 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
357888 RETIREE	MEDICAL AFTER RETIREMENT	663.90
357890 RETIREE	MEDICAL AFTER RETIREMENT	469.02
924789 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924790 RETIREE	MEDICAL AFTER RETIREMENT	235.23
924794 RETIREE	MEDICAL AFTER RETIREMENT	887.96
924795 RETIREE	MEDICAL AFTER RETIREMENT	270.95
924797 RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
924800 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924801 RETIREE	MEDICAL AFTER RETIREMENT	1,199.92
924809 RETIREE	MEDICAL AFTER RETIREMENT	887.96
924810 RETIREE	MEDICAL AFTER RETIREMENT	897.00
924813 RETIREE	MEDICAL AFTER RETIREMENT	556.94
924816 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924827 RETIREE	MEDICAL AFTER RETIREMENT	1,428.90
924832 RETIREE	MEDICAL AFTER RETIREMENT	1,190.16
924833 RETIREE	MEDICAL AFTER RETIREMENT	680.00
924834 RETIREE	MEDICAL AFTER RETIREMENT	235.23
924848 RETIREE	MEDICAL AFTER RETIREMENT	173.51
924851 RETIREE	MEDICAL AFTER RETIREMENT	235.23
924854 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924855 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924856 RETIREE	MEDICAL AFTER RETIREMENT	262.28
924864 RETIREE	MEDICAL AFTER RETIREMENT	173.51
924880 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924882 RETIREE	MEDICAL AFTER RETIREMENT	592.45

CITY OF ANTIOCH  
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924883 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924895 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924896 RETIREE	MEDICAL AFTER RETIREMENT	811.87
924897 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924899 RETIREE	MEDICAL AFTER RETIREMENT	949.68
924909 RETIREE	MEDICAL AFTER RETIREMENT	592.45
924919 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924925 RETIREE	MEDICAL AFTER RETIREMENT	469.02
924930 RETIREE	MEDICAL AFTER RETIREMENT	592.45
924940 RETIREE	MEDICAL AFTER RETIREMENT	592.45
924942 RETIREE	MEDICAL AFTER RETIREMENT	239.43
924943 RETIREE	MEDICAL AFTER RETIREMENT	1,306.90

**578 Post Retirement Medical-Misc Fund**

***Non Departmental***

357760 RETIREE	MEDICAL AFTER RETIREMENT	232.69
357767 RETIREE	MEDICAL AFTER RETIREMENT	449.11
357786 RETIREE	MEDICAL AFTER RETIREMENT	232.69
357792 RETIREE	MEDICAL AFTER RETIREMENT	114.69
357793 RETIREE	MEDICAL AFTER RETIREMENT	285.44
357807 RETIREE	MEDICAL AFTER RETIREMENT	118.65
357817 RETIREE	MEDICAL AFTER RETIREMENT	232.69
357833 RETIREE	MEDICAL AFTER RETIREMENT	232.69
357853 PERS	MEDICAL AFTER RETIREMENT	8,662.00
357856 RETIREE	MEDICAL AFTER RETIREMENT	114.69
357859 RETIREE	MEDICAL AFTER RETIREMENT	587.38
357861 RETIREE	MEDICAL AFTER RETIREMENT	114.69
357866 RETIREE	MEDICAL AFTER RETIREMENT	114.69
357887 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924791 RETIREE	MEDICAL AFTER RETIREMENT	246.76
924792 RETIREE	MEDICAL AFTER RETIREMENT	587.38
924793 RETIREE	MEDICAL AFTER RETIREMENT	230.63
924796 RETIREE	MEDICAL AFTER RETIREMENT	258.90
924799 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924804 RETIREE	MEDICAL AFTER RETIREMENT	232.69
924807 RETIREE	MEDICAL AFTER RETIREMENT	587.38
924815 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924817 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924821 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924823 RETIREE	MEDICAL AFTER RETIREMENT	232.69
924826 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924829 RETIREE	MEDICAL AFTER RETIREMENT	587.38
924830 RETIREE	MEDICAL AFTER RETIREMENT	173.51
924831 RETIREE	MEDICAL AFTER RETIREMENT	250.00
924838 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924840 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924842 RETIREE	MEDICAL AFTER RETIREMENT	59.75

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 Finance Accounting

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924843 RETIREE	MEDICAL AFTER RETIREMENT	177.41
924850 RETIREE	MEDICAL AFTER RETIREMENT	587.38
924853 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924860 RETIREE	MEDICAL AFTER RETIREMENT	232.69
924863 RETIREE	MEDICAL AFTER RETIREMENT	587.38
924866 RETIREE	MEDICAL AFTER RETIREMENT	232.69
924868 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924871 RETIREE	MEDICAL AFTER RETIREMENT	587.38
924874 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924875 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924879 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924890 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924891 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924892 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924901 RETIREE	MEDICAL AFTER RETIREMENT	232.69
924904 RETIREE	MEDICAL AFTER RETIREMENT	232.69
924908 RETIREE	MEDICAL AFTER RETIREMENT	587.38
924914 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924923 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924926 RETIREE	MEDICAL AFTER RETIREMENT	246.76
924928 RETIREE	MEDICAL AFTER RETIREMENT	131.94
924929 RETIREE	MEDICAL AFTER RETIREMENT	173.51
924933 RETIREE	MEDICAL AFTER RETIREMENT	709.38
924939 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924941 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924944 RETIREE	MEDICAL AFTER RETIREMENT	114.69

**579 Post Retirement Medical-Mgmt Fund**

***Non Departmental***

357770 RETIREE	MEDICAL AFTER RETIREMENT	891.90
357783 RETIREE	MEDICAL AFTER RETIREMENT	172.69
357799 RETIREE	MEDICAL AFTER RETIREMENT	114.69
357806 RETIREE	MEDICAL AFTER RETIREMENT	232.69
357811 RETIREE	MEDICAL AFTER RETIREMENT	400.00
357815 RETIREE	MEDICAL AFTER RETIREMENT	587.38
357823 RETIREE	MEDICAL AFTER RETIREMENT	351.38
357835 RETIREE	MEDICAL AFTER RETIREMENT	752.38
357844 RETIREE	MEDICAL AFTER RETIREMENT	1,735.57
357848 RETIREE	MEDICAL AFTER RETIREMENT	114.69
357853 PERS	MEDICAL AFTER RETIREMENT	6,344.00
357875 RETIREE	MEDICAL AFTER RETIREMENT	232.69
357884 RETIREE	MEDICAL AFTER RETIREMENT	1,735.57
924798 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924802 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924803 RETIREE	MEDICAL AFTER RETIREMENT	269.65
924805 RETIREE	MEDICAL AFTER RETIREMENT	172.70
924806 RETIREE	MEDICAL AFTER RETIREMENT	114.69

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924808	RETIREE	MEDICAL AFTER RETIREMENT	891.90
924811	RETIREE	MEDICAL AFTER RETIREMENT	592.45
924812	RETIREE	MEDICAL AFTER RETIREMENT	587.38
924814	RETIREE	MEDICAL AFTER RETIREMENT	709.38
924818	RETIREE	MEDICAL AFTER RETIREMENT	615.52
924819	RETIREE	MEDICAL AFTER RETIREMENT	114.69
924822	RETIREE	MEDICAL AFTER RETIREMENT	587.38
924824	RETIREE	MEDICAL AFTER RETIREMENT	467.38
924825	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924828	RETIREE	MEDICAL AFTER RETIREMENT	246.76
924835	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924836	RETIREE	MEDICAL AFTER RETIREMENT	891.90
924837	RETIREE	MEDICAL AFTER RETIREMENT	114.69
924841	RETIREE	MEDICAL AFTER RETIREMENT	873.55
924845	RETIREE	MEDICAL AFTER RETIREMENT	578.29
924846	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924847	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924849	RETIREE	MEDICAL AFTER RETIREMENT	469.02
924857	RETIREE	MEDICAL AFTER RETIREMENT	322.37
924861	RETIREE	MEDICAL AFTER RETIREMENT	717.38
924862	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924865	RETIREE	MEDICAL AFTER RETIREMENT	246.76
924867	RETIREE	MEDICAL AFTER RETIREMENT	587.38
924869	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924870	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924872	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924873	RETIREE	MEDICAL AFTER RETIREMENT	232.69
924876	RETIREE	MEDICAL AFTER RETIREMENT	172.38
924878	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924881	RETIREE	MEDICAL AFTER RETIREMENT	531.58
924884	RETIREE	MEDICAL AFTER RETIREMENT	173.51
924885	RETIREE	MEDICAL AFTER RETIREMENT	246.76
924887	RETIREE	MEDICAL AFTER RETIREMENT	172.69
924888	RETIREE	MEDICAL AFTER RETIREMENT	587.38
924889	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924893	RETIREE	MEDICAL AFTER RETIREMENT	114.69
924894	RETIREE	MEDICAL AFTER RETIREMENT	114.69
924898	RETIREE	MEDICAL AFTER RETIREMENT	1,306.90
924900	RETIREE	MEDICAL AFTER RETIREMENT	114.69
924902	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924903	RETIREE	MEDICAL AFTER RETIREMENT	351.38
924905	RETIREE	MEDICAL AFTER RETIREMENT	232.69
924906	RETIREE	MEDICAL AFTER RETIREMENT	172.70
924907	RETIREE	MEDICAL AFTER RETIREMENT	372.69
924910	RETIREE	MEDICAL AFTER RETIREMENT	891.90
924911	RETIREE	MEDICAL AFTER RETIREMENT	351.38

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924912 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924913 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924915 RETIREE	MEDICAL AFTER RETIREMENT	246.76
924916 RETIREE	MEDICAL AFTER RETIREMENT	615.52
924917 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924918 RETIREE	MEDICAL AFTER RETIREMENT	587.38
924920 RETIREE	MEDICAL AFTER RETIREMENT	752.38
924921 RETIREE	MEDICAL AFTER RETIREMENT	185.67
924922 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924927 RETIREE	MEDICAL AFTER RETIREMENT	564.85
924932 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924934 RETIREE	MEDICAL AFTER RETIREMENT	351.38
924935 RETIREE	MEDICAL AFTER RETIREMENT	1,596.50
924936 RETIREE	MEDICAL AFTER RETIREMENT	114.69
924937 RETIREE	MEDICAL AFTER RETIREMENT	1,520.00
924938 RETIREE	MEDICAL AFTER RETIREMENT	246.76

**611 Water Fund**

**Non Departmental**

357773 COLE SUPPLY CO INC	SUPPLIES	319.92
924844 HAMMONS SUPPLY COMPANY	SUPPLIES	243.29

**Water Supervision**

357973 MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	7,880.00
------------------------------------	--------------------	----------

**Water Production**

357776 CONTRA COSTA COUNTY	ANNUAL PERMIT FEES	52,596.80
357812 INFOSEND INC	POSTAGE	19,656.98
357841 OFFICE MAX INC	OFFICE SUPPLIES	14.75
357846 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	124,411.38
357892 ACE HARDWARE, ANTIOCH	HOSE	47.15
357897 ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL	125.00
357937 DEPARTMENT OF INDUSTRIAL RELATIONS	OSHA FINES	9,445.00
357948 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	100.07
357951 HACH CO	LAB SUPPLIES	566.91
357956 HUNT AND SONS INC	FUEL	5,535.86
357960 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	26,134.32
357970 MCCAMPBELL ANALYTICAL INC	MONITORING	331.20
357989 ROBERTS AND BRUNE CO	SUPPLIES	904.97
357992 S AND S SUPPLIES AND SOLUTIONS	TESTING & INSPECTION	836.31
358003 UNIVAR USA INC	CAUSTIC	10,065.86
358006 WESTAMERICA BANK	COPIER LEASE	51.42
924886 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	5,339.44
924931 VINCENT ELECTRIC MOTOR CO	MOTORS	571.58
924948 CHEMTRADE CHEMICALS US LLC	ALUM	10,348.07

**Water Distribution**

357774 COMCAST	CONNECTION SERVICE	334.93
357789 DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	9,400.76
357797 FASTENAL CO	SUPPLIES	403.28

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CITY OF ANTIOCH  
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357812	INFOSEND INC	PROGRAMMING FEE	300.00
357837	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE	131.89
357882	UNITED PARCEL SERVICE	SHIPPING	65.05
357892	ACE HARDWARE, ANTIOCH	SUPPLIES	1,446.78
357896	AMERICAN WATER WORKS ASSOCIATION	RENEWAL-MOLINAR	100.00
357898	ANTIOCH AUTO PARTS	SUPPLIES	187.77
357906	BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	98.41
357933	COUNTY ASPHALT	ASPHALT	673.55
357936	DELTA DIABLO	RECYCLED WATER	8,894.96
357957	INFOSEND INC	POSTAGE	6,584.63
357958	INTERSTATE SALES	CONE SIGNS	103.55
357989	ROBERTS AND BRUNE CO	SUPPLIES	80.63
358006	WESTAMERICA BANK	COPIER LEASE	70.01
924839	GRAINGER INC	SUPPLIES	17.91
924859	JOHN DEERE LANDSCAPES PACHECO	EQUIPMENT REPAIR	6,522.46
924946	ALTURA COMMUNICATION SOLUTIONS LLC	IVR SYSTEM UPDATE	173.75
<b>Water Meter Reading</b>			
357839	NATIONAL METER & AUTOMATION INC	WATER METER PARTS	8,907.24
<b>Public Buildings &amp; Facilities</b>			
357818	KIMLEY HORN AND ASSOCIATES INC	CONSULTING SERVICES	4,080.36
357915	CDM SMITH INC	CONSULTING SERVICES	8,338.02
<b>Warehouse &amp; Central Stores</b>			
357882	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	2.00
358002	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	13.30
358006	WESTAMERICA BANK	COPIER LEASE	151.33
<b>612 Water System Improvement Fund</b>			
<b>Water Systems</b>			
357785	D R LEMINGS CONSTRUCTION	WILLIAMSON RANCH PROJECT	30,895.79
<b>621 Sewer Fund</b>			
<b>Sewer-Wastewater Supervision</b>			
357758	BECHTHOLDT, MICHAEL J	EXPENSE REIMBURSEMENT	42.77
357973	MUNICIPAL POOLING AUTHORITY	15/16 ERMA PREMIUM	3,579.00
358006	WESTAMERICA BANK	COPIER LEASE	212.85
<b>Sewer-Wastewater Collection</b>			
357774	COMCAST	CONNECTION SERVICE	334.93
357789	DELTA DIABLO	HOUSEHOLD HAZARDOUS WASTE	9,400.76
357863	RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	1,402.95
357892	ACE HARDWARE, ANTIOCH	SUPPLIES	21.57
357906	BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	98.40
357933	COUNTY ASPHALT	ASPHALT	673.53
357957	INFOSEND INC	POSTAGE	6,584.61
924946	ALTURA COMMUNICATION SOLUTIONS LLC	IVR SYSTEM UPDATE	173.75
<b>622 Sewer System Improvement Fund</b>			
<b>Wastewater Collection</b>			
357988	RGW CONSTRUCTION INC	SEWER MAIN PROJECT	98,553.08

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CITY OF ANTIOCH  
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**631 Marina Fund**

**Non Departmental**

357871 STATE BOARD OF EQUALIZATION SALES TAX REMITTANCE 1,769.00

**Marina Administration**

357846 PACIFIC GAS AND ELECTRIC CO GAS 3,126.02

357973 MUNICIPAL POOLING AUTHORITY 15/16 ERMA PREMIUM 350.00

358006 WESTAMERICA BANK COPIER LEASE 51.42

**Major Projects**

357878 TRANSYSTEMS CORPORATION CONSULTING SERVICES 2,037.00

**641 Prewett Water Park Fund**

**Non Departmental**

357959 JOHNSON, RONZY DEPOSIT REFUND 500.00

**Recreation Water Park**

204279 BIG 5 SPORTING GOODS SUPPLIES 8.68

204280 DELTA DIABLO WASTE DISPOSAL 17.00

357776 CONTRA COSTA COUNTY ANNUAL PERMIT FEES 1,379.00

357803 GARDA CL WEST INC ARMORED CAR PICK UP 77.00

357808 HONEYWELL INTERNATIONAL INC HVAC MAINTENANCE 2,389.00

357832 MEDTECH WRISTBANDS WRISTBANDS 697.50

357845 PACHECO BROTHERS GARDENING INC LANDSCAPE SERVICES 2,507.67

357846 PACIFIC GAS AND ELECTRIC CO ELECTRIC 13,623.94

357853 PERS PAYROLL DEDUCTIONS 357.22

357873 STATE OF CALIFORNIA INSPECTION SERVICES 390.00

357883 US FOODSERVICE INC CONCESSION SUPPLIES 2,344.55

357895 AMERICAN PLUMBING INC PLUMBING SERVICES 300.97

357919 COLE SUPPLY CO INC SUPPLIES 2,545.06

357921 COMMERCIAL POOL SYSTEMS INC SUPPLIES 3,961.71

357962 KELLY MOORE PAINT CO SUPPLIES 350.94

357963 KELLY MOORE PAINT CO SUPPLIES 146.61

357968 LINCOLN EQUIPMENT INC POOL VAC REPLACEMENT 6,685.52

357973 MUNICIPAL POOLING AUTHORITY 15/16 ERMA PREMIUM 854.00

357977 OAKLEYS PEST CONTROL PEST CONTROL SERVICE 150.00

358003 UNIVAR USA INC CHEMICALS 1,696.35

358006 WESTAMERICA BANK COPIER LEASE 250.02

924951 CONSOLIDATED ELECTRICAL DIST INC SUPPLIES 162.75

924953 GRAINGER INC SUPPLIES 1,463.73

924954 ICR ELECTRICAL CONTRACTORS ELECTRICAL SERVICES 1,763.40

**Rec Prewett Concessions**

357918 COCA COLA BOTTLING CO SUPPLIES 1,897.97

**721 Employee Benefits Fund**

**Non Departmental**

357778 CONTRA COSTA COUNTY PAYROLL DEDUCTIONS 400.00

357813 INTERNAL REVENUE SERVICE PAYROLL DEDUCTIONS 60.00

357843 OPERATING ENGINEERS TRUST FUND PAYROLL DEDUCTIONS 7,879.95

357847 PARS PAYROLL DEDUCTIONS 6,769.95

357853 PERS PAYROLL DEDUCTIONS 319,946.96

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357872 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	95.23
357879 RECIPIENT	PAYROLL DEDUCTIONS	112.15
358007 AFLAC	PAYROLL DEDUCTIONS	21,813.75
358008 EMPLOYEE	CHECK REPLACEMENT	1,964.43



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 25, 2015

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** William R. Galstan, Interim Asst. City Attorney *William R Galstan*

**SUBJECT:** **Rejection of Claim: Juaquin Sanchez, Jr.**

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### **RECOMMENDED ACTION**

It is recommended that the City Council reject the claim submitted by Juaquin Sanchez Jr. that was received on June 10, 2015.

Should the City Council desire to discuss this matter, it would be scheduled for a future closed session.



STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE COUNCIL MEETING OF AUGUST 25, 2015

SUBMITTED BY: Donna Conley, City Treasurer

*DC*

DATE August 19, 2015

SUBJECT: Treasurer's Report – JULY 2015

RECOMMENDATION: Review and file.

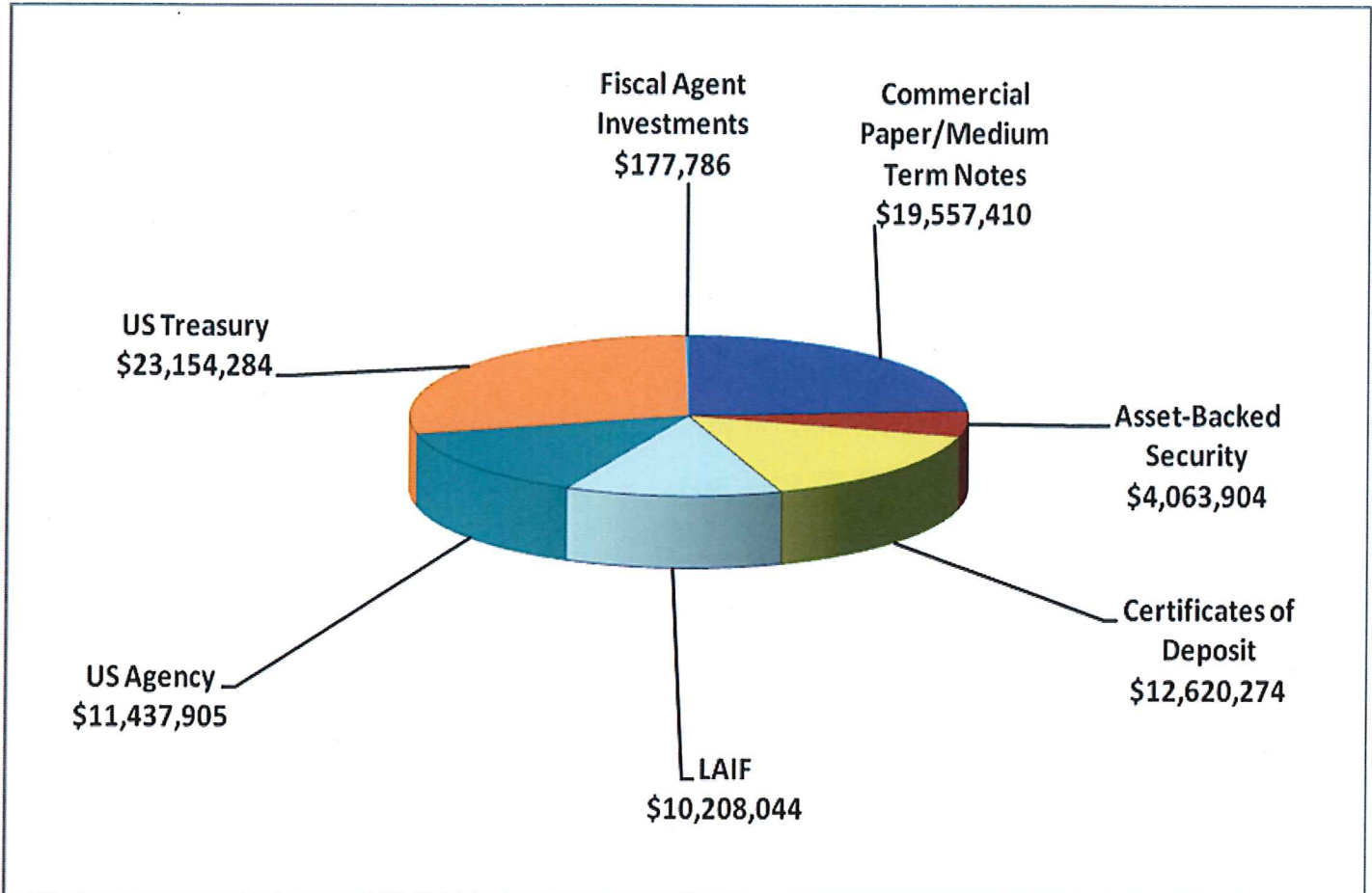
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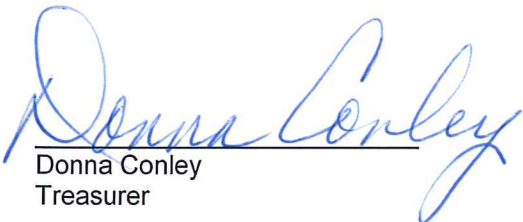
CITY OF ANTIOCH  
SUMMARY REPORT ON THE CITY'S INVESTMENTS

JULY 31, 2015



Total of City and Fiscal Agent Investments = \$81,219,607

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.

  
Donna Conley  
Treasurer

  
Dawn Merchant  
Finance Director

**Summary of Fiscal Agent Balances by  
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	31,705
Antioch Development Agency 2000 Tax Allocation Bonds	5
Antioch Development Agency 2009 Tax Allocation Bonds	146,076
	<u><u>\$177,786</u></u>



## Managed Account Issuer Summary

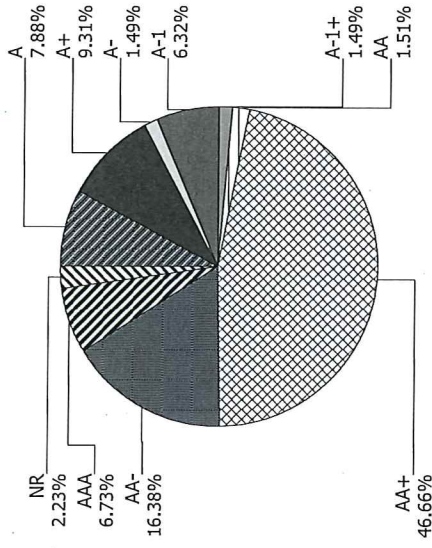
For the Month Ending July 31, 2015

CITY OF ANTIOCH, CA - 04380500

### Issuer Summary

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	370,905.02	0.52
AMERICAN HONDA FINANCE	1,337,201.97	1.89
APPLE INC	1,704,054.50	2.41
BANK OF NEW YORK CO INC	1,398,226.20	1.98
BANK OF NOVA SCOTIA	1,349,815.05	1.91
BERKSHIRE HATHAWAY INC	932,649.57	1.32
CA EARTHQUAKE AUTH TXBL REV BOND	375,891.75	0.53
CA ST DEPT OF WATER REV BONDS	500,385.00	0.71
CANADIAN IMPERIAL BANK OF COMMERCE	1,397,774.00	1.98
CATERPILLAR INC	770,355.74	1.09
CISCO SYSTEMS INC	1,209,945.32	1.71
CITIBANK CREDIT CARD ISSUANCE TRUST	525,025.20	0.74
CONOCOPHILLIPS	239,265.36	0.34
DEERE & COMPANY	1,064,436.62	1.51
EXXON MOBIL CORP	1,401,650.60	1.98
FANNIE MAE	2,605,300.53	3.69
FEDERAL HOME LOAN BANKS	3,278,631.74	4.63
FORD CREDIT AUTO OWNER TRUST	934,374.00	1.32
FREDDIE MAC	2,186,360.03	3.09
GLAXOSMITHKLINE PLC	584,048.33	0.83
GOLDMAN SACHS GROUP INC	1,376,938.75	1.95
HONDA AUTO RECEIVABLES	793,900.68	1.12
HSBC HOLDINGS PLC	1,616,719.44	2.29
IBM CORP	1,741,832.75	2.46
JP MORGAN CHASE & CO	1,651,567.20	2.34
MCDONALD'S CORPORATION	683,133.13	0.97
NISSAN AUTO RECEIVABLES	853,454.97	1.21
NORDEA BANK AB	1,396,626.00	1.98
ORANGE COUNTY, CA	877,056.25	1.24
PEPSICO, INC	1,276,265.20	1.81
RABOBANK NEDERLAND	1,694,713.00	2.40
STATE OF CALIFORNIA	1,507,659.50	2.13

### Credit Quality (S&P Ratings)





### Managed Account Issuer Summary

For the Month Ending July 31, 2015

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
TEXAS INSTRUMENTS INCORPORATED	880,570.45	1.25
TORONTO-DOMINION BANK	1,401,302.00	1.98
TOYOTA AUTO RECEIVABLES	954,854.92	1.35
TOYOTA MOTOR CORP	725,190.68	1.03
UNITED STATES TREASURY	23,202,956.14	32.81
UNIVERSITY OF CALIFORNIA	135,392.85	0.19
US BANCORP	1,370,369.00	1.94
WELLS FARGO & COMPANY	1,029,599.18	1.46
WESTPAC BANKING CORP NY	1,350,560.25	1.91
<b>Total</b>	<b>\$70,686,958.87</b>	<b>100.00%</b>



PFM Asset Management LLC



### Managed Account Detail of Securities Held

For the Month Ending July 31, 2015

CITY OF ANTIPOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	AA+	Aaa	02/27/14	03/03/14	855,661.52	0.49	3,536.14	849,643.01	850,611.65
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	AA+	Aaa	10/31/13	11/01/13	1,395,712.11	0.62	2,052.90	1,389,653.97	1,392,357.12
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	AA+	Aaa	11/27/13	12/03/13	2,657,644.53	0.58	3,905.70	2,645,119.03	2,648,997.12
US TREASURY NOTES DTD 01/03/2012 0.875% 12/31/2016	912828RX0	AA+	Aaa	12/05/14	12/09/14	1,656,187.50	0.69	1,255.43	1,654,254.72	1,659,023.85
US TREASURY NOTES DTD 05/31/2012 0.625% 05/31/2017	912828SY7	AA+	Aaa	06/02/14	06/03/14	1,113,787.50	0.81	1,185.79	1,116,181.39	1,119,562.08
US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828TB6	AA+	Aaa	10/30/14	11/03/14	1,773,197.27	0.79	1,157.61	1,773,700.66	1,778,743.48
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	07/01/14	07/07/14	281,047.85	0.96	3.87	282,412.68	283,975.71
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	02/06/15	02/10/15	2,017,988.67	0.84	27.65	2,021,230.68	2,027,686.21
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	AA+	Aaa	02/02/15	02/04/15	2,342,564.45	0.63	31.93	2,344,024.26	2,341,554.10
US TREASURY NOTES DTD 09/30/2010 1.875% 09/30/2017	912828PAZ	AA+	Aaa	09/02/14	09/04/14	984,075.00	1.04	6,049.18	977,043.53	983,325.12
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	AA+	Aaa	03/25/15	03/26/15	1,316,667.00	0.96	3,339.65	1,317,622.89	1,319,721.20
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	AA+	Aaa	03/26/15	03/27/15	1,315,424.80	0.99	3,339.65	1,316,515.03	1,319,721.20
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	AA+	Aaa	03/26/15	03/27/15	2,233,652.34	1.00	5,671.11	2,235,513.65	2,241,036.00
US TREASURY NOTES DTD 04/30/2013 0.625% 04/30/2018	912828UZ1	AA+	Aaa	04/28/15	04/30/15	1,239,941.41	0.90	1,974.35	1,240,779.29	1,240,038.75



## Managed Account Detail of Securities Held

For the Month Ending July 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>										
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828V00	AA+	Aaa	07/01/15	07/01/15	252,080.08	1.10	9.34	252,023.91	252,734.50
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828V00	AA+	Aaa	07/01/15	07/06/15	1,738,880.86	1.11	64.45	1,738,565.35	1,743,868.05
<b>Security Type Sub-Total</b>						<b>23,174,512.89</b>	<b>0.81</b>	<b>33,604.75</b>	<b>23,154,284.05</b>	<b>23,202,956.14</b>
<b>Municipal Bond / Note</b>										
CA ST DEPT OF WATER TXBL REV BONDS DTD 09/27/2012 0.650% 12/01/2015	13066KX87	AAA	Aa1	09/19/12	09/27/12	500,000.00	0.65	541.67	500,000.00	500,385.00
CA ST TXBL GO BONDS DTD 03/27/2013 1.050% 02/01/2016	13063BN73	AA-	Aa3	03/13/13	03/27/13	551,859.00	0.93	2,887.50	550,330.08	551,342.00
ORANGE CNTY, CA TXBL REV PO BONDS DTD 01/13/2015 0.780% 05/02/2016	68428LDJ0	AA-	NR	01/09/15	01/13/15	875,000.00	0.78	3,753.75	875,000.00	877,056.25
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.907% 05/15/2016	91412GSX4	AA	Aa2	09/26/13	10/02/13	135,000.00	0.91	258.50	135,000.00	135,392.85
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.194% 07/01/2016	13017HAC0	NR	A3	10/29/14	11/06/14	225,000.00	1.19	223.88	225,000.00	225,204.75
CA ST TAXABLE GO BONDS DTD 11/05/2013 1.250% 11/01/2016	13063CFD7	AA-	Aa3	10/22/13	11/05/13	954,455.50	1.09	2,968.75	951,880.34	956,317.50
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	NR	A3	10/29/14	11/06/14	150,000.00	1.82	228.00	150,000.00	150,687.00
<b>Security Type Sub-Total</b>						<b>3,391,314.50</b>	<b>0.95</b>	<b>10,862.05</b>	<b>3,387,210.42</b>	<b>3,396,385.35</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>										
FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	AA+	Aaa	01/15/15	01/30/15	383,797.15	1.26	514.90	383,229.73	384,773.18
FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANDY4	AA+	Aaa	04/15/15	04/30/15	328,248.83	0.83	419.79	328,045.19	327,615.93



PFM Asset Management LLC



### Managed Account Detail of Securities Held

For the Month Ending July 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Dated Date/Coupon/Maturity	Par	Rating	Date	Date	Cost	at Cost	Interest	Cost	Value
<b>Federal Agency Collateralized Mortgage Obligation</b>									
FNMA SERIES 2015-M3 FA	AA+	Aaa	02/12/15	02/27/15	253,384.27	0.39	91.79	253,384.28	253,453.79
DTD 02/01/2015 0.420% 06/01/2018									
<b>Security Type Sub-Total</b>	<b>958,450.50</b>				<b>965,430.25</b>	<b>0.88</b>	<b>1,026.48</b>	<b>964,659.20</b>	<b>965,842.90</b>
<b>Federal Agency Bond / Note</b>									
FNMA NOTES	AA+	Aaa	10/01/13	10/03/13	664,674.35	0.75	2,797.40	658,777.83	660,827.54
DTD 08/19/2011 1.250% 09/28/2016									
FNMA NOTES	AA+	Aaa	10/01/13	10/03/13	984,555.92	0.74	4,142.71	975,683.69	978,630.09
DTD 08/19/2011 1.250% 09/28/2016									
FHLB NOTES	AA+	Aaa	08/06/14	08/07/14	1,855,815.00	0.61	3,177.50	1,857,729.33	1,860,176.70
DTD 08/07/2014 0.500% 09/28/2016									
FHLB GLOBAL NOTES	AA+	Aaa	05/14/15	05/15/15	1,418,821.40	0.67	1,503.82	1,418,942.13	1,418,455.04
DTD 05/15/2015 0.625% 05/30/2017									
FREDDIE MAC GLOBAL NOTES	AA+	Aaa	08/12/14	08/14/14	2,174,854.27	1.00	181.25	2,174,902.82	2,186,360.03
DTD 06/25/2012 1.000% 07/28/2017									
<b>Security Type Sub-Total</b>	<b>7,080,000.00</b>				<b>7,098,720.94</b>	<b>0.77</b>	<b>11,802.68</b>	<b>7,086,035.80</b>	<b>7,104,449.40</b>
<b>Corporate Note</b>									
JPMORGAN CHASE & CO GLOBAL NOTES	A	A3	10/15/12	10/18/12	649,733.50	1.11	2,105.28	649,981.42	650,642.20
DTD 10/18/2012 1.100% 10/15/2015									
WELLS FARGO & COMPANY	A+	A2	07/22/13	07/29/13	1,024,016.00	1.28	391.49	1,024,674.94	1,029,599.18
DTD 07/29/2013 1.250% 07/20/2016									
BERKSHIRE HATHAWAY FIN GLOBAL NOTES	AA	Aa2	08/06/13	08/15/13	929,507.10	0.97	4,073.92	929,827.71	932,649.57
DTD 08/15/2013 0.950% 08/15/2016									
AMERICAN HONDA FINANCE GLOBAL NOTES	A+	A1	10/03/13	10/10/13	582,964.20	1.24	2,084.06	584,185.89	586,832.22
DTD 10/10/2013 1.125% 10/07/2016									
JPMORGAN CHASE & CO	A	A3	02/12/14	02/18/14	999,500.00	1.37	6,225.00	999,740.08	1,000,925.00
DTD 02/18/2014 1.350% 02/15/2017									





## Managed Account Detail of Securities Held

For the Month Ending July 31, 2015

CITY OF ANTIPOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity Corporate Note	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
APPLE INC CORP NOTE DTD 05/06/2014 1.050% 05/05/2017	037833AMZ	AA+	Aa1	04/29/14	05/06/14	1,699,099.00	1.07	4,214.58	1,699,467.25	1,704,054.50
JOHN DEERE CAPITAL CORP NOTES DTD 06/12/2014 1.125% 06/12/2017	24422ESNO	A	A2	06/09/14	06/12/14	1,064,499.45	1.14	1,630.78	1,064,687.05	1,064,436.62
HSBC USA INC DTD 06/23/2014 1.300% 06/23/2017	40434CAA3	A	A2	06/16/14	06/23/14	564,141.20	1.35	775.31	564,453.73	566,387.64
PEPSICO, INC DTD 07/17/2015 1.125% 07/17/2017	713448CW6	A	A1	07/14/15	07/17/15	999,680.00	1.14	437.50	999,686.17	1,001,538.00
CATERPILLAR FINANCIAL SE DTD 08/20/2014 1.250% 08/18/2017	14912L6D8	A	A2	08/13/14	08/20/14	769,615.00	1.27	4,357.99	769,735.12	770,355.74
AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258MODR7	A-	A2	09/18/14	09/23/14	369,504.20	1.60	2,055.04	369,643.35	370,905.02
IBM CORP NOTES DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	AA-	Aa3	02/03/15	02/06/15	1,744,662.50	1.23	9,570.31	1,745,514.19	1,741,832.75
MCDONALDS CORP NOTES DTD 02/29/2008 5.350% 03/01/2018	58013MEE0	A-	A3	04/01/15	04/07/15	697,331.25	1.27	13,932.29	689,563.44	683,133.13
EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	AAA	Aaa	03/04/15	03/06/15	1,400,000.00	1.31	7,358.75	1,400,000.00	1,401,650.60
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	A+	A1	03/10/15	03/13/15	748,995.00	1.55	4,312.50	749,120.96	750,369.75
PEPSICO, INC CORP NOTES DTD 04/30/2015 1.250% 04/30/2018	713448CR7	A	A1	04/27/15	04/30/15	274,967.00	1.25	868.92	274,969.74	274,727.20
TEXAS INSTRUMENTS CORP NOTE DTD 05/08/2013 1.000% 05/01/2018	882508AV6	A+	A1	04/02/15	04/08/15	885,202.90	1.18	2,225.00	885,688.32	880,570.45
CONOCOPHILLIPS COMPANY CORP NOTE DTD 05/18/2015 1.500% 05/15/2018	20826FALO	A	A1	05/13/15	05/18/15	239,971.20	1.50	730.00	239,973.08	239,265.36
GLAXOSMITHKLINE CAP INC NOTES DTD 05/13/2008 5.650% 05/15/2018	377372AD9	A+	A2	04/01/15	04/07/15	594,368.25	1.30	6,262.08	587,420.08	584,048.33





## Managed Account Detail of Securities Held

For the Month Ending July 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>										
BANK OF NEW YORK MELLON CORP DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	A+	A1	05/22/15	05/29/15	1,399,874.00	1.60	3,857.78	1,399,880.64	1,398,226.20
CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	AA-	A1	06/10/15	06/17/15	1,204,795.15	1.66	2,430.08	1,204,803.25	1,209,945.32
TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	AA-	Aa3	07/08/15	07/13/15	724,383.75	1.58	561.88	724,393.82	725,190.68
<b>Security Type Sub-Total</b>						<b>19,566,810.65</b>	<b>1.30</b>	<b>80,460.54</b>	<b>19,557,410.23</b>	<b>19,567,285.46</b>
<b>Certificate of Deposit</b>										
WESTPAC BANKING CORP NY LT FLOAT CD DTD 04/17/2014 0.469% 04/15/2016	9612ITWF1	AA-	Aa2	04/16/14	04/17/14	1,350,000.00	0.41	298.86	1,350,000.00	1,350,560.25
BANK OF NOVA SCOTIA HOU5 CD FLOAT DTD 06/13/2014 0.462% 06/10/2016	06417HMU7	A+	Aa2	06/11/14	06/13/14	1,349,184.60	0.28	901.29	1,349,648.30	1,349,815.05
GOLDMAN SACHS BANK USA CD DTD 08/19/2014 0.900% 08/12/2016	38147J2L5	A-1	P-1	08/14/14	08/19/14	1,375,000.00	0.90	5,526.37	1,375,000.00	1,376,938.75
HSBC BANK USA NA CD DTD 02/13/2015 0.880% 08/15/2016	40428AC54	A-1+	P-1	02/11/15	02/13/15	1,050,000.00	0.88	4,337.67	1,050,000.00	1,050,331.80
CANADIAN IMPERIAL BANK NY YCD DTD 04/10/2015 1.010% 04/06/2017	13606JYY9	A-1	P-1	04/06/15	04/10/15	1,400,000.00	1.01	4,359.83	1,400,000.00	1,397,774.00
RABOBANK NEDERLAND NV CERT DEPOS DTD 04/27/2015 1.070% 04/21/2017	21684BXH2	A-1	P-1	04/22/15	04/27/15	1,700,000.00	1.07	4,749.61	1,700,000.00	1,694,713.00
NORDEA BANK FINLAND NY CD DTD 05/29/2015 1.150% 05/26/2017	65558LFA5	AA-	Aa3	05/27/15	05/29/15	1,400,000.00	1.15	2,862.22	1,400,000.00	1,396,626.00
TORONTO DOMINION BANK NY YCD DTD 06/19/2015 1.240% 06/16/2017	89113ESN7	AA-	Aa1	06/16/15	06/19/15	1,400,000.00	1.25	2,073.56	1,400,000.00	1,401,302.00
US BANK NA CINCINNATI (CALLABLE) CD DTD 09/11/2014 1.375% 09/11/2017	90333VPF1	AA-	Aa3	09/09/14	09/11/14	1,372,786.25	1.41	7,352.43	1,373,440.68	1,370,369.00
<b>Security Type Sub-Total</b>						<b>12,400,000.00</b>	<b>0.94</b>	<b>32,461.84</b>	<b>12,398,088.98</b>	<b>12,388,429.85</b>





## Managed Account Detail of Securities Held

For the Month Ending July 31, 2015

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security / Collateralized Mortgage Obligation</b>										
HONDA ABS 2015-1 A2 DTD 01/28/2015 0.700% 06/15/2017	43814KAB7	AAA	Aaa	01/21/15	01/28/15	299,984.34	0.70	93.33	299,988.23	299,967.90
TOYOTA ABS 2015-A A2 DTD 03/04/2015 0.710% 07/15/2017	89236WAB4	AAA	Aaa	02/24/15	03/04/15	274,997.39	0.71	86.78	274,997.93	274,852.88
FORD ABS 2014-C A2 DTD 11/25/2014 0.610% 08/15/2017	34530PAC6	AAA	NR	11/18/14	11/25/14	584,846.75	0.61	158.56	584,852.31	584,796.80
HONDA ABS 2015-2 A3 DTD 05/20/2015 1.040% 02/21/2019	43813NAC0	AAA	NR	05/13/15	05/20/15	494,924.02	1.05	143.00	494,927.96	493,932.78
CITIBANK ABS 2014-A2 A2 DTD 03/05/2014 1.020% 02/22/2019	17305EFND	AAA	Aaa	03/17/15	03/20/15	524,282.23	1.08	2,365.13	524,331.94	525,025.20
TOYOTA ABS 2015-B A3 DTD 06/17/2015 1.270% 05/15/2019	89237CAD3	AAA	Aaa	06/10/15	06/17/15	679,963.21	1.27	383.82	679,964.30	680,002.04
NISSAN ABS 2015-A A3 DTD 04/14/2015 1.050% 10/15/2019	65477UAC4	NR	Aaa	04/07/15	04/14/15	514,891.75	1.06	240.33	514,899.80	513,538.95
FORD ABS 2015-B A3 DTD 05/26/2015 1.160% 11/15/2019	34530VAD1	NR	Aaa	05/19/15	05/26/15	349,967.63	1.16	180.44	349,968.74	349,577.20
NISSAN ABS 2015-B A3 DTD 07/22/2015 1.340% 03/16/2020	65475WAD0	NR	Aaa	07/15/15	07/22/15	339,972.97	1.34	113.90	339,973.09	339,916.02
<b>Security Type Sub-Total</b>						<b>4,063,830.29</b>	<b>1.02</b>	<b>3,765.29</b>	<b>4,063,904.30</b>	<b>4,061,609.77</b>
<b>Managed Account Sub-Total</b>						<b>70,657,590.37</b>	<b>0.99</b>	<b>173,983.63</b>	<b>70,611,592.98</b>	<b>70,686,958.87</b>
<b>Securities Sub-Total</b>						<b>\$70,657,590.37</b>	<b>0.99%</b>	<b>\$173,983.63</b>	<b>\$70,611,592.98</b>	<b>\$70,686,958.87</b>
<b>Accrued Interest</b>										<b>\$173,983.63</b>
<b>Total Investments</b>										<b>\$70,860,942.50</b>





## Managed Account Security Transactions & Interest

For the Month Ending July 31, 2015

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>BUY</b>									
07/01/15 07/01/15	US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828VO0	250,000.00	(252,080.08)	(1,433.87)	(253,513.95)			
07/01/15 07/06/15	US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828VO0	1,725,000.00	(1,738,880.86)	(10,221.34)	(1,749,102.20)			
07/08/15 07/13/15	TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	725,000.00	(724,383.75)	0.00	(724,383.75)			
07/14/15 07/17/15	PEPSICO, INC DTD 07/17/2015 1.125% 07/17/2017	713448CW6	1,000,000.00	(999,680.00)	0.00	(999,680.00)			
07/15/15 07/22/15	NISSAN ABS 2015-B A3 DTD 07/22/2015 1.340% 03/16/2020	65475WAD0	340,000.00	(339,972.97)	0.00	(339,972.97)			
<b>Transaction Type Sub-Total</b>							<b>(4,054,997.66)</b>	<b>(11,655.21)</b>	<b>(4,066,652.87)</b>
<b>INTEREST</b>									
07/01/15 07/01/15	CA EARTHQUAKE AUTH TXBL REV BONDS	13017HAC0	225,000.00	0.00	1,343.25	1,343.25			
07/01/15 07/01/15	DTD 11/06/2014 1.194% 07/01/2016 METRO WTR DIST AUTH, CA TXBL REV BONDS	59266TH07	225,000.00	0.00	1,060.88	1,060.88			
07/01/15 07/01/15	DTD 06/28/2012 0.943% 07/01/2015 CA EARTHQUAKE AUTH TXBL REV BONDS	13017HAD8	150,000.00	0.00	1,368.00	1,368.00			
07/01/15 07/25/15	DTD 11/06/2014 1.824% 07/01/2017 FNMA SERIES 2015-M3 FA	3136AMMCO	253,763.16	0.00	88.74	88.74			
07/01/15 07/25/15	DTD 02/01/2015 0.420% 06/01/2018 FNMA SERIES 2015-M7 ASQ2	3136ANDY4	325,000.00	0.00	419.79	419.79			
07/01/15 07/25/15	DTD 04/01/2015 1.550% 04/01/2018 FNMA SERIES 2015-M1 ASQ2	3136AMKW8	380,000.00	0.00	514.90	514.90			
07/15/15 07/15/15	DTD 01/15/2015 1.626% 02/01/2018 FORD ABS 2014-C A2	34530PAC6	659,414.67	0.00	335.20	335.20			
07/15/15 07/15/15	DTD 11/25/2014 0.610% 08/15/2017 TOYOTA ABS 2015-A A2	89236WAB4	275,000.00	0.00	162.71	162.71			
07/15/15 07/15/15	DTD 03/04/2015 0.710% 07/15/2017 TOYOTA ABS 2015-B A3	89237CAD3	680,000.00	0.00	671.69	671.69			
	DTD 06/17/2015 1.270% 05/15/2019								



PFM Asset Management LLC



**Managed Account Security Transactions & Interest**

For the Month Ending July 31, 2015

CITY OF ANTIOCH, CA - 04380500

Transaction Type Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>									
07/15/15	WESTPAC BANKING CORP NY LT FLOAT CD	96121TWF1	1,350,000.00	0.00	1,553.71	1,553.71			
07/15/15	DTD 04/17/2014 0.469% 04/15/2016 FORD ABS 2015-B A3	34530VAD1	350,000.00	0.00	338.33	338.33			
07/15/15	DTD 05/26/2015 1.160% 11/15/2019 NISSAN ABS 2015-A A3	65477UAC4	515,000.00	0.00	450.63	450.63			
07/15/15	DTD 04/14/2015 1.050% 10/15/2019 HONDA ABS 2015-1 A2	43814KAB7	300,000.00	0.00	175.00	175.00			
07/20/15	DTD 01/28/2015 0.700% 06/15/2017 WELLS FARGO & COMPANY	94974BFL9	1,025,000.00	0.00	6,406.25	6,406.25			
07/21/15	DTD 07/29/2013 1.250% 07/20/2016 HONDA ABS 2015-2 A3	43813NAC0	495,000.00	0.00	429.00	429.00			
07/28/15	DTD 05/20/2015 1.040% 02/21/2019 FREDDIE MAC GLOBAL NOTES	3137EADJ5	2,175,000.00	0.00	10,875.00	10,875.00			
07/31/15	DTD 06/25/2012 1.000% 07/28/2017 US TREASURY NOTES	912828TG5	285,000.00	0.00	712.50	712.50			
07/31/15	DTD 07/31/2012 0.500% 07/31/2017 US TREASURY NOTES	912828TG5	2,350,000.00	0.00	5,875.00	5,875.00			
07/31/15	DTD 07/31/2012 0.500% 07/31/2017 US TREASURY NOTES	912828VQ0	1,725,000.00	0.00	11,859.38	11,859.38			
07/31/15	DTD 07/31/2013 1.375% 07/31/2018 US TREASURY NOTES	912828TG5	2,035,000.00	0.00	5,087.50	5,087.50			
07/31/15	DTD 07/31/2012 0.500% 07/31/2017 US TREASURY NOTES	912828VQ0	250,000.00	0.00	1,718.75	1,718.75			
	<b>Transaction Type Sub-Total</b>		<b>16,028,177.83</b>	<b>0.00</b>	<b>51,446.21</b>	<b>51,446.21</b>			
	<b>MATURITY</b>								
07/01/15	METRO WTR DIST AUTH, CA TXBL REV BONDS	59266THO7	225,000.00	225,000.00	0.00	225,000.00	0.00	0.00	
	DTD 06/28/2012 0.943% 07/01/2015								
	<b>Transaction Type Sub-Total</b>		<b>225,000.00</b>	<b>225,000.00</b>	<b>0.00</b>	<b>225,000.00</b>	<b>0.00</b>	<b>0.00</b>	



**PFM Asset Management LLC**



**Managed Account Security Transactions & Interest**

For the Month Ending July 31, 2015

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>PAYDOWNS</b>										
	07/01/15	FNMA SERIES 2015-M3 FA	3136AMMCO	312.66	312.66	0.00	312.66	0.08	0.00	
		DTD 02/01/2015 0.420% 06/01/2018								
	07/15/15	FORD ABS 2014-C A2	34530PAC6	74,548.27	74,548.27	0.00	74,548.27	2.51	0.00	
		DTD 11/25/2014 0.610% 08/15/2017								
<b>Transaction Type Sub-Total</b>				<b>74,860.93</b>	<b>74,860.93</b>	<b>0.00</b>	<b>74,860.93</b>	<b>2.59</b>	<b>0.00</b>	
<b>SELL</b>										
	07/01/15	US TREASURY NOTES	912828KZ2	1,705,000.00	1,753,619.14	903.46	1,754,522.60	(93,242.19)	3,103.19	SPEC LOT
		DTD 06/30/2009 3.250% 06/30/2016								
	07/08/15	TOYOTA MOTOR CREDIT CORP	89236TAL9	725,000.00	726,297.75	902.22	727,199.97	1,595.00	1,382.13	SPEC LOT
		DTD 05/17/2013 0.800% 05/17/2016								
	07/14/15	US TREASURY NOTES	912828RU6	1,000,000.00	1,005,585.94	1,123.63	1,006,709.57	(2,148.43)	2,122.54	SPEC LOT
		DTD 11/30/2011 0.875% 11/30/2016								
	07/15/15	US TREASURY NOTES	912828SY7	340,000.00	339,960.16	301.91	340,262.07	1,846.10	1,136.57	SPEC LOT
		DTD 05/31/2012 0.625% 05/31/2017								
<b>Transaction Type Sub-Total</b>				<b>3,770,000.00</b>	<b>3,825,462.99</b>	<b>3,231.22</b>	<b>3,828,694.21</b>	<b>(91,949.52)</b>	<b>7,744.43</b>	
<b>Managed Account Sub-Total</b>					<b>70,326.26</b>	<b>43,022.22</b>	<b>113,348.48</b>	<b>(91,946.93)</b>	<b>7,744.43</b>	
<b>Total Security Transactions</b>					<b>\$70,326.26</b>	<b>\$43,022.22</b>	<b>\$113,348.48</b>	<b>(\$91,946.93)</b>	<b>\$7,744.43</b>	



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 25, 2015

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Julie Haas-Wajdowicz, Environmental Resource Coordinator. *JWH*

**APPROVED BY:** Ron Bernal, PE, Public Works Director/City Engineer

**SUBJECT:** Resolution Approving a FY 2015-16 Budget Amendment and Authorizing the City Manager to Enter into a Contract with Stephen Groner & Associates to Administer the City's Used Oil Competitive Grant.

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### RECOMMENDED ACTION

It is recommended that the City Council:

1. Adopt the resolution amending the FY 2015 – 2016 Solid Waste Used Oil Fund budget in the amount of \$214,000 in grant revenues and appropriations and authorizing the Public Works Director to sign the grant agreement; and
2. Authorize the City Manager to enter into a contract with Stephen Groner & Associates (SGA) for the amount not to exceed \$194,000 to develop the high school motor oil recycling outreach and education programs per our grant application.

### STRATEGIC PURPOSE

Approval of this contract will satisfy **Long Term Goal E: Environmental Enhancement** pollution prevention (NPDES), water conservation, energy and carbon conservation, and waste prevention. Through Environmental Resources staff, develop and implement programs, policies, outreach and education to create a community of residents, businesses and organizations that take actions to reduce their environmental impact while creating a vibrant and healthy climate in Antioch. This grant will increase awareness of motor oil recycling importance and availability while creating a new generation of oil recyclers.

### FISCAL IMPACT

Funding for this work will be provided by the CalRecycle Used Oil Competitive Grant Program in the amount of \$214,000. This is a 2 year grant cycle. Any funds not expended in FY 15/16 will be rolled into the FY16/17 budget.

### DISCUSSION

The City partnered with Stephen Groner & Associates (SGA) to apply for a competitive regional used oil grant through CalRecycle in February/March 2015. This grant

proposal was developed by staff from SGA after working with Antioch High School's academies on the Clean Water Program outreach programs. As the grant proposal outlines (Attachment "B"), the plan is to conduct a regional high school auto shop motor oil recycling program. In order to increase the funding and scope of the program, the City invited the cities of Pittsburg and Brentwood to join our effort in order to make this a regional grant application. City staff hopes that this effort will increase the amount of motor oil and filters recycled every year, a number that has been on a gradual decline for the last 2-3 years. We believe that this is partially due to a gap in our outreach efforts, especially related to younger Do It Yourselfers (DIYers). This program will not only outreach specifically to high school shop classes in the region, but will also work with high school students to develop an effective outreach campaign.

On July 20, 2015, city staff was notified that we were awarded the grant in the amount of \$214,000. Staff is requesting authorization to execute a contract with Stephen Groner & Associates with a budget not to exceed \$194,000. The remaining \$20,000 will be used by the City to hire summer interns for 2016 and 2017 to keep the program running and to provide our high school students with valuable professional development. A copy of SGA's scope of work is included as Exhibit A of the proposed contract which is included as Attachment "C".

#### **ATTACHMENTS**

- A. Resolution to amend the FY 15/16 budget
- B. Grant Work Plan
- C. Consultant Agreement with SGA

**ATTACHMENT "A"**

**RESOLUTION NO. 2015/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING AN AMENDMENT TO THE FY 2015-2016 BUDGET IN THE AMOUNT OF \$214,000 FOR THE USED OIL COMPETITIVE GRANT AWARD**

**WHEREAS**, the City of Antioch received a grant in the amount of \$214,000 from CalRecycle in a Used Oil Grant, UO2C-15-0038.

**NOW THEREFORE BE IT RESOLVED**, that the City Council hereby approves an amendment to the FY 2015 – 2016 Solid Waste Used Oil Fund budget in the amount of \$214,000 in grant revenues and appropriations for the awarded funds from CalRecycle to implement a regional used motor oil outreach effort and filter exchange geared towards the next generation of Do-It Yourselfers.

\* \* \* \* \*

**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 25<sup>th</sup> day of August, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**



# ATTACHMENT "B"

Department of Resources Recycling and Recovery  
(CalRecycle)

## WORK PLAN

### Used Oil Competitive Grant Program UOC2 Cycle - Fiscal Year (FY) 2015-16

**Due Date: Thursday, February 26, 2015 by 11:59 PM**

List the major activities, steps or tasks necessary to implement and complete your project. Provide a logical timeframe in chronological order for all proposed grant activities. Rows may be added to table below, as needed.

*NOTE: Utilizing a document form other than the official CalRecycle version, changing document format or tampering with the CalRecycle version will subject the applicant to disqualification from this grant cycle.*

After you complete this document, use the "save as" command and save the file in the following format: **WP\_name of your organization\_UOC2.doc** (ex: WP\_CityofCalifornia\_UOC2.doc). You may convert the completed document into PDF format before uploading it in the Documents Tab.

I. APPLICANT NAME	II. REQUESTED GRANT AMOUNT
City of Antioch	\$214,000 (Round to nearest to dollar amount)

III. DESCRIPTION OF ACTIVITY	START DATE	END DATE
<b>Strategic Planning and Relationships.</b> From the notice to proceed, we will begin to develop a robust, finalized work plan and begin identifying partners to conduct focus groups.	Aug 1, 2015	Oct 1, 2015
<b>Focus Groups and Research.</b> A month of focus groups and analysis on the findings will commence once students are in the swing of the semester. The focus groups will be used to better understand barriers and motivators and tailor subsequent efforts. The focus groups will also be used to identify interests of the target audience.	Oct 1, 2015	Nov 1, 2015
<b>Materials Development.</b> Based on the findings from the focus groups, a website that caters to the interests of the target audience will be developed along with a social media suite to help them promote it. At the same time, we will begin developing used oil recycling materials (e.g. posters, fliers, etc) with messaging designed to take the barriers and motivators of the target audience in mind.	Nov 1, 2015	Feb 1, 2016
<b>Program Implementation and Support.</b> Starting in the spring semester, the website and social media suite will be handed over to the students and staff resources will be allocated to aid them in understanding the website, developing content, promoting the same, and building a sustained and engaged audience. This audience will be like minded young DIYers who are attracted to the program using the in-kind promotional efforts of student-staff.	Feb 1, 2016	May 1, 2016
Progress Report #1 Due April 20, 2016 (Covering activities from NTP to April 20, 2016)	April 1, 2016	April 20, 2016
<b>Oil Filter Exchange Event Coordination.</b> Starting in April and continuing through June, effort will be allocated to identify, partner with, plan, and promote used oil filter	Apr 1, 2016	June 1, 2016

exchange events. One event will occur in each of the three partner cities. The events will be staggered and locations will be selected to have the largest possible geographic impact. The events will also be promoted on the website and social media suite with an effort to attract young DIYers to the events.		
<b>Used Oil Filter Exchange Events.</b> The events themselves will be conducted. During the events, an intercept survey will be conducted to analyze the impact of the program as described in the narrative.	May 1, 2016	Aug 1, 2016
<b>Summer Internship.</b> The program includes funding for a summer internship to enable a student to act as staff during the summer to sustain engagement. The summer is a time when the target audience actually has more free time, so efforts during this phase will pay dividends. This is also an important step in ensuring the program is sustained in subsequent years.	June 1, 2016	Sept 1, 2016
<b>Oil Filter Exchange Event Coordination.</b> Starting in July and continuing through September, a second round of oil filter exchange events will be planned and coordinate.	July 1, 2016	Sept 1, 2016
<b>Used Oil Filter Exchange Events.</b> A second wave of events will be held. These events will build off the best practices identified during the first wave. Locations will again be selected to have the maximum possible regional impact.	Aug 1, 2016	Oct 1, 2016
<b>Final Analysis.</b> The data collected through the oil filter surveys and through the online survey will be analyzed, synthesized, and reported on.	Nov 1, 2016	Jan 1, 2017
<b>Final Program Guide.</b> The findings from the final analysis will be combined with the focus group findings to develop a final report. The report will include key takeaways and recommendations for how to reach this important and underserved demographic. The Program Guide will also describe the program itself in full and with sufficient detail to enable other jurisdictions to replicate the same.	Jan 1, 2017	March 1, 2017
Progress Report #2 Due April 20, 2017 (Covering activities through April 20, 2017)	April 1, 2017	April 20, 2017
Final Progress Report & Final Payment Request (Due Date: April 20, 2018)	April 1, 2018	April 20, 2018

# ATTACHMENT "C"

## CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND S. GRONER ASSOCIATES, INC.

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and S. GRONER ASSOCIATES, INC. ("Consultant") as of August 26, 2015.

**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 April 30, 2017 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 \$194,000 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 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 following fee schedule: one-hundred and eighty-nine thousand and eight hundred dollars (\$189,800).

2.5 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed four thousand and two-hundred dollars (\$4,200). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

- Oil filters for oil filter exchange events
- Printed materials for promotion of oil filter exchange events
- Printer materials for promotion to target audiences
- Hosting fees for website
- Social media advertising
- Mileage for travel

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 pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. 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 Julie Haas-Wajdowicz ("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:

S. Groner Associates  
Stephen Groner  
100 West Broadway, Suite 290  
Long Beach, CA 90802

Any written notice to City shall be sent to:

City Manager  
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:**

**CONSULTANT:**

CITY OF ANTIOCH

S. Groner Associates, Inc.

\_\_\_\_\_  
Steven Duran, City Manager

By: \_\_\_\_\_

Name: Stephen Groner, P.E.

Title: President

Attest:

\_\_\_\_\_  
Arne Simonsen, City Clerk of City of Antioch

By: \_\_\_\_\_

Name: Adam Quinn

Title: Project Coordinator

Approved as to Form:

\_\_\_\_\_  
Derek Cole, Interim City Attorney

C12

Exhibit A  
CITY OF ANTIOCH  
CALRECYCLE GRANT WORKPLAN

**STATEMENT OF WORK**

The City of Antioch and surrounding cities have observed a declining rate of participation in curbside collection of used oil and a widening gap between the volume of used oil collected and the number of oil filters collected. This indicates a lack of awareness around the importance of recycling oil filters. Based on preliminary research, City staff believes that this gap is driven in part by a lack of awareness particularly in young do-it-yourselfers (DIYers). In addition, research on DIYers and shade tree mechanics has consistently shown that young DIYers are more likely to improperly dispose of used motor oil. Because this target audience faces a very different set of challenges than the general populace of DIYers, current outreach efforts fail to adequately engage this audience.

The City of Antioch, partnering with neighboring cities and consultant S. Groner Associates, Inc. (SGA), pursued and won a CalRecycle Used Oil Competitive Grant for the FY 2015-16 cycle. The program seeks to develop a model program to target the next generation of DIYers to increase net collection of used oil, decrease the gap between used oil and oil filters collected, and sustainably change behavior in young DIYers to have a positive impact for decades to come.

The program has three broad phases that build upon each other, each discussed in turn.

**Phase 1: Messaging Development**

At the outset of the program work will be conducted to better understand the unique barriers and motivators faced by the young DIYer target audience. Understanding these barriers and motivators is critical to developing tools and messaging that meet their needs.

This analysis will be conducted through focus groups held at schools in the target region. A series of preliminary focus group questions will be developed and each subsequent focus group will build on the findings of previous focus groups to better hone the questions to get at deeper barriers and motivators. The final focus group findings will be collected, synthesized, and analyzed to produce a messaging strategy document on how to best target this unique audience.

In addition to collecting information on barriers and motivators, these focus groups will be used as a pilot initiative to identify potential champions in the target audience who could be influencers of their peers. These relationships will be built and sustained to jump start that later phases of the program.

**Phase 2: Material Development and Marketing**

Building on the findings of the focus group, a series of materials will be developed for both online and offline efforts. These materials will be tailored to address the unique barriers, motivators, and interests of the target audience to maximize the potential engagement.

**Online | Website**

A mobile responsive and dedicated micro-site will be developed for the program. The website will feature content known to resonate with young DIYers with the goal of creating a local community of likeminded youth. The website will serve as a launching platform to promote various program initiatives, share information, and sustain engagement.

**Offline | Website**

To promote a sense of ownership, locality, and authenticity, the program will work with students to develop content, promote, and maintain the website. This mirrors successful initiatives undertaken for other programs that have also contributed to enabling the program to be sustainable after the grant period ends.

**Online | Social Media**

Similar to the dedicated micro-site, a social media suite will be developed based on the findings of the focus group. The exact nature of the social media suite cannot be determined until after the focus group is completed. For example, some topics and communities prefer sharing information such as links to longer articles through Facebook while others prefer less formal communication through platforms such as Twitter.

The social media suite will similarly be transferred to student control in the late stages of the program to increase sustainability beyond the grant term.

**Offline | Used Oil Recycling Promotional Materials**

The messaging identified in Phase 1 will be used to develop traditional promotional materials such as fliers, posters, and brochures. These materials will be used to promote used oil filter collection events in addition to updating existing used oil recycling outreach materials to more narrowly speak to this important target audience.

**Phase 3: Used Oil Filter Collection Events**

The final phase of the program will culminate with used oil filter collection events in partnership with certified collection centers (CCCs). Two events, separated by a minimum of three months, will be held in each city in the target region. The events will be promoted on the young DIYers website and social media site. At the events, all participants will be surveyed to gauge awareness of the campaign, source of their awareness, and other recycling behaviors.

These events will be coordinated by consultant staff a minimum of one month in advance of the event and will be implemented in partnership with automotive stores and certified collection centers. Attendance at the event and surveying will be closely tracked and reported on to improve subsequent used oil filter collection events.

**Phase 4: Reporting**

In addition to meeting all CalRecycle reporting requirements and invoicing, at the completion of the program a detailed program guide will be developed. The purpose of this guide is to assist



other jurisdictions in understanding the importance of this target audience, detailing how they can best be targeted, and provide a model program to jumpstart efforts.

### **MILESTONES OF THE PROGRAM**

- Conduct focus groups of young DIYers to understand barriers and motivators;
- Conduct focus groups of young DIYers to understand interests and speech;
- Develop website and social media suite around interests of young DIYers;
- Achieve a minimum of 500 likes on the program Facebook page to build a community; and
- Conduct 6 used oil filter collection events throughout the target area.

### **OBJECTIVES OF THE PROGRAM**

- Survey 100 young DIYers on attitudes, awareness, and recycling behavior;
- Increase annual curbside collection of used motor oil back over 10,000 gallons annually;
- Increase the number of oil filters collected to decrease the ratio from the current 4.4 to 4.0; and
- Achieve 200 pledges from young DIYers to recycle used motor oil.

### **METRICS**

- **Online tracking.** Evaluation is automatically built into the online tools of the program. Social media and website data will be tracked and used to iteratively improve the online strategy.
- **Online surveying.** The online survey will target young DIYers of the community that gathers around the program website. This survey will assess behaviors around used oil recycling.
- **Event surveying.** A short survey will be conducted at the used oil filter exchange events. This targeted intercept survey will survey how respondents found out about the event and their willingness to continue recycling.

### **DELIVERABLES**

- Mobile responsive, dedicated micro-site
- Social media suite
- Used oil recycling promotional materials (posters, fliers, etc.)
- Event coordination, planning, and partnerships with automotive stores and certified collection centers
- Six used oil filter exchange events conducted in three target cities
- 2 Progress Reports and Final Progress Report
- Final Model Program Guide for replication by similarly situated jurisdictions

## **TIMELINE AND BUDGET**


- The program will run through the CalRecycle Used Oil Competitive Grant FY 15-16 timeline beginning September 2015 and completing April 30, 2017.
- The program has a total budget of \$214,000 broken down as follows:
  - \$189,800 consultant labor
  - \$20,000 paid student summer internships
  - \$4,200 expenses




## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 25, 2015

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Scott Buenting, Associate Engineer, Capital Improvements Division 

**APPROVED BY:** Ron Bernal, Public Works Director/City Engineer 

**SUBJECT:** Consideration of Bids for the Sunset Booster Pump Station Replacement, P.W. 355-BP

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution amending the fiscal year 2015/2016 Capital Improvement budget by carrying forward \$480,000 in unspent budgeted funds designated for this project in fiscal year 2014/2015 and increase fiscal year 2015/2016 Water Enterprise funding for this project in the amount of \$320,000 for a total budget amendment of \$800,000, and award the Sunset Booster Pump Station Replacement contract and authorize the City Manager to execute an agreement with the lowest, responsive bidder, JMB Construction, Inc. in the amount of \$716,750.

### **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.

### **FISCAL IMPACT**

Funding for the Sunset Booster Pump Station Replacement project had been included in the 2014-2015 Capital Improvement budget; however the project design and cost estimates were not finalized prior to the adoption of the current budget. This action carries forward \$480,000 of Water Enterprise funding from the 2014-2015 Capital Improvement budget to the 2015-2016 Capital Improvement budget and increases Water Enterprise funding for this project by \$320,000 to a total of \$800,000 for the engineering, construction, inspection, testing and contract administration associated with this work. The Engineer's estimate for the construction of this project was \$685,000.

### **DISCUSSION**

On August 4, 2015, seven (7) bids were received and opened as shown on the attached tabulation. The low bid was submitted by JMB Construction, Inc. of South San Francisco in the amount of \$716,750. The bids have been checked and found to be without any errors or omissions.

This project will replace the existing underground Sunset Booster Pump Station with a new above ground facility at the same location. The new pump station enclosure will

have a tan split faced wall exterior and a fire resistant metal roof. Variable speed pumps will be installed to allow flexibility in stations pumping pressure. New mechanical, electrical and control equipment will also be installed to connect the new facilities to the existing system.

**ATTACHMENTS**

A: Resolution

B: Tabulation of Bids

**ATTACHMENT "A"**

**RESOLUTION NO. 2015/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AWARD OF THE SUNSET BOOSTER PUMP STATION  
REPLACEMENT AND AMENDING THE 2015/2016 FISCAL YEAR CAPITAL  
IMPROVEMENT BUDGET  
P.W. 355-BP**

**WHEREAS**, an amendment carrying forward unspent budgeted funds of \$480,000 from the 2014/2015 Capital Improvement budget to the fiscal year 2015/2016 Capital Improvement budget for the Sunset Booster Pump Station Replacement Project has been considered by the City Council and;

**WHEREAS**, an amendment increasing fiscal year 2015/2016 Water Enterprise funding for this project in the amount of \$320,000 has been considered by City Council and;

**WHEREAS**, the City desires to award its Sunset Booster Pump Station Replacement to JMB Construction, Inc. in the amount of \$716,750;

**THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves an amendment carrying forward \$480,000 from the 2014/2015 Capital Improvement budget to the fiscal year 2015/2016 Capital Improvement budget and increasing fiscal year 2015/2016 Water Enterprise funding in the amount of \$320,000 for a total budget amendment of \$800,000 and authorizes the City Manager to execute a contract with JMB Construction, Inc. in the amount of \$716,750 for the Sunset Booster Pump Station Replacement.

\* \* \* \* \*

**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 25th day of August 2015, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

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**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

# ATTACHMENT "B"

## CITY OF ANTIOCH TABULATION OF BIDS

**JOB TITLE:** Sunset Booster Pump Station Replacement  
(P.W. 355-BP)

**BIDS OPENED:** August 4, 2015 ~ 2:00 p.m.  
City Council Chambers

	Engineer's Estimate	JMB Construction, Inc. South San Francisco	Pacific Mechanical Corp. Concord	Koch & Koch, Inc. Penn Valley	Manito Construction, Inc. Pleasanton	Pacific Infrastructure Corp. Pleasanton
<b>TOTAL BID PRICE</b>	\$685,000.00	\$716,750.00	\$718,000.00	\$752,142.50	\$831,490.00	\$843,000.00

<b>JMB Construction, Inc.</b>  Chain Link Fence Golden Bay Fence & Ironworks Electrical SD Electric Traffic Striping Chrisp Company Hot Tap Tap Master	<b>Pacific Mechanical Corp.</b>  Electrical Fidel Electric, Inc. Paving Michael J. Radola Construction Fence Golden Bay Fence	<b>Koch &amp; Koch, Inc.</b>  None	<b>Manito Construction, Inc.</b>  Electrical Fidel Electric Paving Antioch Paving Bypass Rain for Rent	<b>Pacific Infrastructure</b>  Electrical SD Electric Painting Mason Painting Fence Golden Gate Fence
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B1

CITY OF ANTIOCH  
**TABULATION OF BIDS**

**JOB TITLE:** Sunset Booster Pump Station Replacement  
(P.W. 355-BP)

**BIDS OPENED:** August 4, 2015 ~ 2:00 p.m.  
City Council Chambers

	Engineer's Estimate	Conco West Inc. Manteca	Anvil Builders Inc. San Francisco
<b>TOTAL BID PRICE</b>	\$685,000.00	\$965,170.00	\$1,063,500.00

<b>Conco West, Inc.</b>  Electrical Bockmon & Woody Fence Golden Bay Fence	<b>Anvil Builders, Inc.</b>  Electrical Con J. Franke Temp Booster Pump Station Rain for Rent
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B2



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 25, 2015

**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:** Resolution Accepting a Grant Deed from Contra Costa County for APN 074-130-050 in Connection with the West Antioch Creek Channel Improvements Project, P.W. 201-6

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### RECOMMENDED ACTION

It is recommended that the City Council accept the real property conveyed by the Grant Deed from Contra Costa County to the City of Antioch for that property consisting of one legal parcel of property described as Contra Costa County Assessor Parcel Number 074-130-050 and authorize the City Attorney to sign the Certificate of Acceptance for said property in the form attached to the Resolution.

### STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way, as well as Strategy K-5 by reducing the City's liability from third party claims and continuing to comply with regulatory requirements of state and federal agencies.

### FISCAL IMPACT

There is no financial impact associated with this action. The majority of this parcel will be utilized for the construction of the widened and realigned creek segment. The remaining portion of land will be offered to an adjacent property owner as compensation for additional right of way required for this project.

### DISCUSSION

In 1993, the Contra Costa County Flood Control District (District) completed channel improvements to West Antioch Creek from approximately 200 feet north of the BNSF railroad crossing upstream to approximately West 8<sup>th</sup> Street. The available funding at the time did not allow improvements to extend further south, thus leaving a 650-foot segment of undersized channel between West 8<sup>th</sup> Street and the Contra Costa County Fairgrounds property. The West Antioch Creek Channel Improvements Project (Project) will improve flood capacity north of West 10<sup>th</sup> Street to a 25-year level of protection by constructing a new culvert and earthen channel system between West 8<sup>th</sup> Street and West 10<sup>th</sup> Street and removing accumulated sediment within the downstream channel.



On October 9, 2012, the City Council approved an agreement between the District and the City pertaining to the Project. Section 3.b of this agreement states that the City is to accept fee title to APN 074-130-050 from Contra Costa County as part of the District's contribution to the project.

**ATTACHMENTS**

- A: Resolution Accepting Grant Deed
- B: Certification of Acceptance
- C: Grant Deed for APN 074-130-050
- D: Resolution No. 2012/62 Approving the Agreement between the District and the City of Antioch Pertaining to the West Antioch Creek Project
- E: Fully Executed Agreement between the District and the City of Antioch Pertaining to the West Antioch Creek Project
- F: Vicinity Map

**ATTACHMENT "A"**

**RESOLUTION NO. 2015/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING A GRANT DEED FROM CONTRA COSTA COUNTY  
FOR THAT CERTAIN PARCEL OF PROPERTY MORE PARTICULARLY  
DESCRIBED AS CONTRA COSTA COUNTY APN 074-130-050  
FOR THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT  
P.W. 201-6**

**WHEREAS**, Contra Costa County, Grantor, has offered to grant to the City of Antioch in fee the property described below, located on 'O' Street in Antioch and identified as a 0.44 acre parcel of vacant land, Assessor's Parcel Number 074-130-050;

**WHEREAS**, the City Attorney has reviewed the Grantor's proposal and determined that it is appropriate for the City to accept the property.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Antioch confirms that the City of Antioch

1. Accepts the real property conveyed by the Grant Deed from Contra Costa County to the City of Antioch for that property consisting of one legal parcel of property described as Contra Costa County Assessor Parcel Number 074-130-050;
2. Authorizes the City Attorney to sign the Certificate of Acceptance for said property in the form attached to this Resolution.

\* \* \* \* \*

**ON A MOTION BY** Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing resolution was duly passed and adopted this 25th of August 2015, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Wade Harper  
Mayor

ATTEST:

\_\_\_\_\_  
Arne Simonsen  
City Clerk

**ATTACHMENT "B"**

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that the interest in the real property located on 'O' Street in Antioch and identified as a 0.44 acre parcel of vacant land, Assessor's Parcel Number 074-130-050 and more particularly described as Contra Costa County Assessor Parcel No. 074-130-050, conveyed by the Grant Deed dated July 28, 2015 from Contra Costa County to the City of Antioch ("City"), a municipal corporation, is hereby accepted by the undersigned City Attorney for the City of Antioch pursuant to the authority conferred by Antioch City Council Resolution Number 2015/\*\*, and the City, as grantee, hereby consents to the recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

ACCEPTANCE:

\_\_\_\_\_  
Derek Cole, Interim City Attorney

ATTACHMENT "C"

Recorded at the request of:  
City of Antioch

Return to:  
City of Antioch  
200 H Street, Basement  
Antioch, CA 94509  
Attn: Scott Buenting

Assessor's Parcel No.: 074-130-050

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,  
**CONTRA COSTA COUNTY**, a political subdivision of the State of California,

**Grants to** the City of Antioch, a municipal corporation, the following described real property  
in the City of Antioch, unincorporated area of the County of Contra Costa, State of California,

**FOR DESCRIPTION SEE EXHIBITS "A" and "B" ATTACHED HERETO AND MADE A  
PART HEREOF.**

CONTRA COSTA COUNTY

Dated 7/28/15

By [Signature]  
John M. Gioia  
Chair, Board of Supervisors

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA ✓

On July 28, 2015 before me, Stacey M. Boyd Clerk of the Board of Supervisors, Contra Costa County, personally appeared Supervisor Gioia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature: [Signature]  
Deputy Clerk



C1

WEST ANTIOCH CREEK PROJECT  
APN 074-130-050 - CONTRA COSTA COUNTY  
PARCEL 4

**EXHIBIT "A"**  
**PARCEL 4**  
**FEE/ RIGHT OF WAY DEDICATION**  
**LANDS OF CONTRA COSTA COUNTY**  
**APN 074-130-050- 6767 OR 439**

All that property situated in the City of Antioch, County of Contra Costa, State of California described as follows: Being all of that certain parcel of land described in the Acceptance of Grant Deed and Option Agreement by Contra Costa County, recorded October 5, 1972 in Book 6767 Official Records at Page 439, in Contra Costa County Records, more particularly described as follows:

**BEGINNING** at the southeast corner of said parcel of land (6767 OR 439), said southeast corner also being a point on the west line of 'O' Street (60.00 feet wide); thence, along the exterior boundary of said parcel the following four (4) courses: 1) North  $89^{\circ}11'24''$  West, 149.99 feet, 2) North  $00^{\circ}47'06''$  East, 128.99 feet and 3) South  $89^{\circ}11'24''$  East, 149.99 feet and 4) South  $00^{\circ}47'06''$  West, 128.99 feet the **POINT of BEGINNING..**

Containing 19,348 square feet or 0.44 acres, more or less.

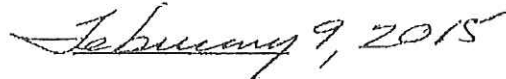
Bearings used in the above description are based upon the California Coordinate System of 1983 (CCS83), Epoch 2010.00, Zone 3. Multiply grid distances shown above by 1.000056 to obtain ground distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



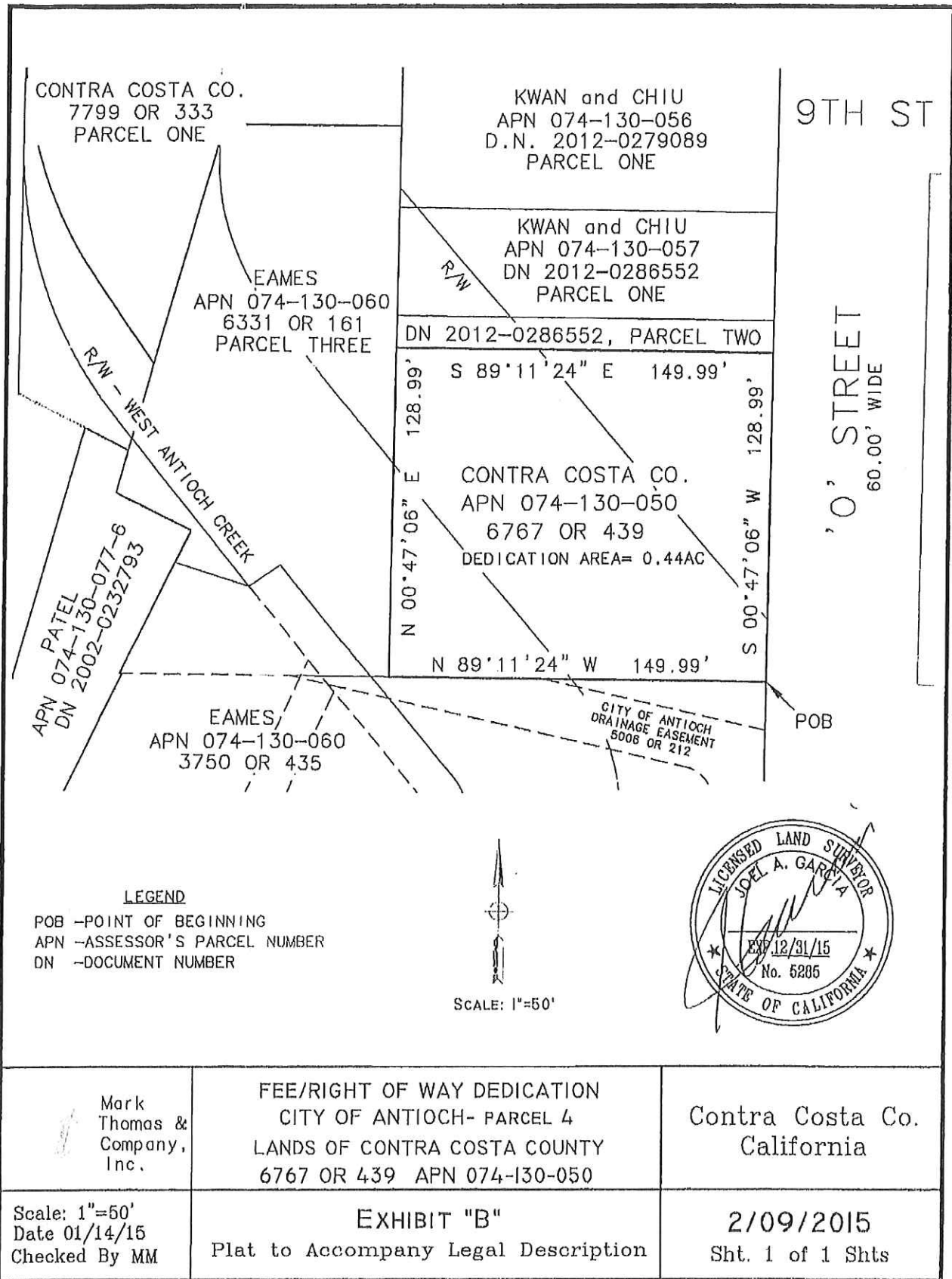
Joel Garcia, LS 5285

License expires 12-31-15



Date





**LEGEND**

POB -POINT OF BEGINNING  
 APN -ASSESSOR'S PARCEL NUMBER  
 DN -DOCUMENT NUMBER



SCALE: 1"=50'



<p>Mark Thomas &amp; Company, Inc.</p>	<p>FEE/RIGHT OF WAY DEDICATION          CITY OF ANTIOCH- PARCEL 4          LANDS OF CONTRA COSTA COUNTY          6767 OR 439 APN 074-130-050</p>	<p>Contra Costa Co.          California</p>
<p>Scale: 1"=50'          Date 01/14/15          Checked By MM</p>	<p>EXHIBIT "B"          Plat to Accompany Legal Description</p>	<p>2/09/2015          Sht. 1 of 1 Shts</p>

# ATTACHMENT "D"

## RESOLUTION NO. 2012/62

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE AGREEMENT BETWEEN CONTRA COSTA COUNTY  
FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY  
OF ANTIOCH PERTAINING TO THE WEST ANTIOCH CREEK CHANNEL  
IMPROVEMENT PROJECT  
(P.W. 201-6)**

**WHEREAS**, the City Council hereby approves the Agreement between Contra Costa County Flood Control and Water Conservation District and the City of Antioch pertaining to the West Antioch Creek Channel Improvement Project.

**NOW, THEREFORE, BE IT RESOLVED** that the Agreement between Contra Costa County Flood Control and Water Conservation District and the City of Antioch, incorporated herein by reference, pertaining to the West Antioch Creek Channel Improvement Project is hereby approved and authorizes the City Manager to execute the Agreement or a substantially similar version on behalf of the City.

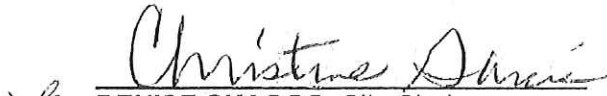
\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of a resolution duly adopted and passed by the City of Antioch, California, at a regular meeting thereof held on the 9th day of October, 2012 by the following vote:

**AYES:** Council Members Harper, Rocha, Agopian and Mayor Davis

**NOES:** None

**ABSENT:** Council Member Kalinowski

  
for DENISE SKAGGS, City Clerk

# ATTACHMENT "E"

**AGREEMENT BETWEEN  
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND CITY OF ANTIOCH FOR DRAINAGE AREA 55, WEST ANTIOCH CREEK  
AT 10<sup>th</sup> STREET DRAINAGE IMPROVEMENT PROJECT  
PROJECT NO. 7579-6D8399  
CITY OF ANTIOCH P.W. NO. 201-6**

This Agreement is entered into on the 23 day of Oct, 2012 ("Effective Date"), between the CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California ("DISTRICT"), and the CITY OF ANTIOCH, a municipal corporation ("CITY").

Pursuant to the Contra Costa County Flood Control and Water Conservation District Act, section 5, and the applicable provisions of the California Constitution and California Government Code, the parties to this Agreement mutually agree and promise as follows:

1. Purpose and Scope of Work: The DISTRICT adopted Drainage Area 55 in 1988 to provide needed drainage improvements within the CITY. In the past, DISTRICT and CITY have jointly and separately implemented portions of the Drainage Area 55 plan. The parties now wish to jointly improve the drainage located between approximately 10<sup>th</sup> Street and 200 feet downstream of the BNSF Railway. The purpose of this Agreement is to provide the following improvements to that portion of Drainage Area 55: box culvert improvements, open channel improvements, and sediment removal from the downstream channel constructed in 1993, depending on funding (the "PROJECT"). The City's involvement in the PROJECT shall not constitute precedence for CITY to accept other DISTRICT projects, in particular the City accepting ownership and maintenance of projects that are not designed to provide 100-year flood protection.

2. Responsibilities of DISTRICT and CITY:

A. DISTRICT shall perform the following activities for the PROJECT:

- 1) Prepare preliminary engineering analyses, as needed, to allow CITY to select the configuration of the final design.
- 2) Prepare the hydraulic analysis for the design report.
- 3) Present the PROJECT and provide updates, upon request, to CITY Council.
- 4) Conduct necessary studies in support of the East Contra Costa County Habitat Conservation Program ("HCP").
- 5) Apply for take coverage through the HCP permit process and conduct any necessary negotiations with HCP.
- 6) Secure an HCP permit(s).
- 7) Coordinate closely with CITY's environmental consultant to minimize overlap in studies and efforts between CITY and DISTRICT.
- 8) Review 35%, 65%, and 95% construction documents and provide feedback within three weeks of receipt of those documents.
- 9) Acquire on behalf of CITY the necessary land rights, including any necessary temporary access rights, for the PROJECT. DISTRICT will provide these services after CITY obtains California Environmental Quality Act ("CEQA") clearance for the PROJECT, and determines what land rights are needed for the PROJECT. Prior to CEQA completion, DISTRICT will provide CITY with right of way consultation services.
- 10) Transfer to CITY any newly- and previously-acquired right of way needed for the PROJECT.

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- 11) Approve the 100% bid documents and provide written confirmation of same to CITY.
- 12) Support utility coordination and relocation efforts.
- 13) Support CITY's efforts to satisfy any requirements of CITY's Proposition 1E grant.
- 14) Perform surveying, materials testing, and construction inspection in conjunction with CITY. This task may be assumed by either party by mutual agreement.

B. CITY shall perform the following activities for the PROJECT:

- 1) Provide overall project management for delivery of the PROJECT.
- 2) Review the analysis for the design report and provide feedback within three weeks of receipt.
- 3) Provide community outreach for the PROJECT.
- 4) Provide written confirmation to the DISTRICT as to the preferred configuration of culvert and open channel that will constitute the PROJECT.
- 5) Conduct all necessary studies in support of CEQA and regulatory permits, including studies for the HCP permit if any studies are necessary. Submit draft CEQA document to District for review.
- 6) Act as lead agency for the PROJECT, and obtain all permits, approvals, and entitlements necessary for the PROJECT (except for the HCP permit), and prepare and obtain CEQA clearance for the PROJECT.
- 7) Provide final design and engineering plans, final contract plans, and final specifications for the PROJECT.
- 8) Hire, manage, and oversee consultant to prepare plans, specifications, and estimates, and provide 35%, 65%, and 95% review sets to DISTRICT for comment.
- 9) Prepare, send out, and implement all utility relocation notices and relocation agreements
- 10) Designate a material disposal site for the PROJECT and obtain any necessary approvals or permits for that site.
- 11) Support DISTRICT's real property acquisition effort.
- 12) Accept ownership of parcels purchased by DISTRICT on behalf of the PROJECT.
- 13) Maintain and desilt the open channel constructed downstream in 1993 to prepare for construction at the PROJECT limits.
- 14) Initiate and manage efforts to establish sufficient funding sources to address any funding shortfalls for the PROJECT.
- 15) Satisfy any requirements of the CITY's Proposition 1E grant.
- 16) Advertise the PROJECT for public bid, and award a contract for construction.
- 17) Administer the construction contract for the PROJECT.
- 18) Consult with DISTRICT regarding any contract change orders for the PROJECT and provide DISTRICT with copies of contract change orders upon DISTRICT's request.
- 19) Perform surveying, materials testing, and construction inspection in conjunction with DISTRICT. This task may be assumed by either party by mutual agreement.
- 20) Accept the PROJECT work, after DISTRICT has determined that the work has been completed to DISTRICT's satisfaction.
- 21) Provide reproducible, as-built drawings to DISTRICT upon PROJECT completion.

- 22) Act as a liaison with the public on behalf of DISTRICT and CITY, including but not limited to organizing any groundbreaking or ribbon cutting ceremonies and coordinating with Contra Costa County Fairgrounds and State of California regarding real property interests that may be necessary for the PROJECT.
- 23) Perform any mitigation monitoring work required for the PROJECT.
- 24) Own, operate, and maintain the resulting PROJECT infrastructure in perpetuity.

### 3. Financial Responsibility:

- A. The DISTRICT's financial contribution shall be limited to a maximum of \$1,800,000 of Drainage Area 55 ("DA 55") funds (Org 7579) and shall consist of, at the DISTRICT's sole discretion, any combination of in-house staff charges, outside consultant fees, costs to acquire property, HCP costs, or a cash contribution toward the PROJECT contract cost.
- B. Additionally, prior to CITY advertising the PROJECT and soliciting PROJECT design and construction bids, DISTRICT shall convey, and CITY shall accept, fee title to certain real property having Assessor's Parcel No. 074-130-050, which DISTRICT previously purchased for the PROJECT, the value of which shall not be deducted from the total in item 3.A, above.
- C. On a quarterly basis, DISTRICT shall report to CITY an accounting of expenditures to date against the balance of the committed DA 55 Funds.
- D. DISTRICT shall begin tracking and reporting the accounting of expenditures beginning on January 1, 2012, regardless of the date of execution of this Agreement.
- E. Once the PROJECT is ready to advertise for public bidding, DISTRICT will advise the CITY of the remaining DA 55 Funds balance that can be applied to the construction of the PROJECT.
- F. CITY has been awarded Proposition 1E grant funds from the State of California, and has additional local funds available for the PROJECT. CITY shall fund any and all PROJECT costs not otherwise paid for by DISTRICT with DA 55 Funds as described above.
- G. The parties shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements related to this Agreement upon request of the other party.

### 4. Mutual Coordination:

CITY and DISTRICT shall meet periodically to coordinate efforts and ensure PROJECT delivery success. At a minimum, the parties will meet:

- A. On or about the date that any offer(s) to purchase real property required for the PROJECT are made;
- B. On or about the PROJECT advertisement date; and
- C. On or about bid opening;

to determine and confirm the mutual interest in proceeding with PROJECT. If either CITY or DISTRICT does not wish to proceed with the PROJECT, the parties will follow the "Agreement Termination" procedure set forth in Section 8.

### 5. Insurance and Indemnification:

#### A. Types and Amounts of Insurance:

1. Design and Construction. For each contract for PROJECT-related design or construction work, CITY and DISTRICT shall require that each contractor and consultant, and its assigns, keep and maintain the following insurance policies that meet the following requirements: (1) workers' compensation insurance pursuant to state law; (2) commercial general liability insurance, including contractual liability (or blanket

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contractual) coverage, owners' and contractors' protective coverage, and broad form property damage coverage, with a minimum single-limit coverage of \$2 million per occurrence; (3) builders' risk insurance in an amount equal to the construction contract amount, with a waiver of subrogation for CITY and DISTRICT, and naming CITY and DISTRICT as loss payees (applies to contractors only); (4) vehicle liability insurance with a minimum combined single-limit coverage of \$1,000,000 per occurrence; (5) professional liability (or errors and omissions) insurance, with policy limits of at least \$2,000,000 and a maximum deductible of \$25,000 (applies to consultants only) and (6) certificates of insurance, copies of policies, or endorsements evidencing the above insurance coverage.

2. Other Contractors and Consultants. For each contract for PROJECT-related work other than design and construction work, CITY and DISTRICT shall require that each contractor and consultant, and its assigns, keep and maintain the following insurance policies that meet the following requirements: (1) workers' compensation insurance coverage pursuant to state law; (2) commercial general liability policy with a combined single limit coverage of at least \$1,000,000, for all damages, including consequential damages, due to bodily injury, sickness or disease, or death of any person or damage to or destruction of any property, including loss thereof, arising from each occurrence; (3) vehicle liability insurance with a minimum combined single-limit coverage of \$1,000,000; (4) professional liability (or errors and omissions) insurance, with a policy limit of at least \$1,000,000; and (5) certificates of insurance, copies of policies, or endorsements evidencing the above insurance coverage. The policy limit for each commercial general liability policy and each professional liability policy must be approved by each party's Risk Manager, who may require the limit to exceed the above-stated minimum limits of coverage for those policies.

3. Contractors' Policies Primary. The commercial general liability insurance and vehicle liability insurance shall include endorsements naming CITY and DISTRICT, and their governing bodies, officers, agents, and employees, as additional insureds. Each aforementioned insurance policy shall contain a provision that the insurance afforded thereby to the additional insureds shall be primary insurance to the full limits of that policy and that, if any of the additional insureds has other insurance or self-insurance against a loss covered by such policy, such insurance or self-insurance shall be excess insurance only.

4. Certificates of Insurance. CITY and DISTRICT shall require each contractor and consultant on PROJECT, and its assigns, to promptly furnish to CITY and DISTRICT certificates of insurance evidencing the coverage required herein. Additionally, CITY and DISTRICT shall include in each contractor and consultant contract a requirement that, no later than five days after contractor's, consultant's, or assign's receipt of (i) a notice of cancellation or a notice of an intention to cancel any of consultant/contractor/assigns insurance coverage required by this Agreement, or (ii) a notice of a material change to consultant/contractor/assigns insurance coverage required by this Agreement, consultant, contractor, or assign will provide CITY and DISTRICT a copy of such notice of cancellation, or notice of intention to cancel, or notice of material change. CITY or DISTRICT'S failure to include such a requirement in each contract with a consultant or contractor will constitute a default under this Agreement. CITY and DISTRICT shall further include in all consultant and contractor contracts a requirement that, if the consultant or contractor, or its assigns, renews any of the insurance policies, or acquires any new insurance policy, or amends the coverage through an endorsement to any policy, at any time during the term of the contract, then the consultant or contractor, or its assigns, shall provide a current certificate of insurance to CITY and DISTRICT.

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B. Indemnification: CITY and DISTRICT shall ensure that all PROJECT-related design and construction contracts include provisions requiring the contractor, subcontractors, consultants, and subconsultants to provide indemnity, warranties, and bonds in the amounts and manner set forth below:

1. Indemnity. CITY and DISTRICT shall require each Contractor and subcontractor, and their agents and assigns, to defend, indemnify, and hold harmless DISTRICT and CITY, and their governing bodies, officers, agents, and employees, from and against any and all liability, claims, actions, causes of action, or demands whatsoever against any of them, including related attorneys' fees, arising out of or connected with any injury or death of any person or damage to the property or other liability of any nature arising out of or in any way connected with the PROJECT. Except as provided by Civil Code section 2782 et seq., the contractor's and subcontractors' obligations under this section shall exist regardless of the existence or degree of fault of DISTRICT or CITY or any indemnitee.

2. Warranties. In addition to all warranties existing at law, the contractor shall be required to provide an express warranty for the benefit of DISTRICT and CITY, for a one-year time period (hereinafter "Contractor's Warranty"), containing, at a minimum, the contractor's guarantee that the work has been performed in accordance with the plans and specifications, and the Contractors' agreement to repair or replace all work that fails to conform to the plan and specifications or proves to be defective in workmanship or materials during the stated time period.

3. Bonds. Contractor shall be required to present two good and sufficient surety bonds, one for payment, and one for performance, each in an amount equal to 100 percent of the contract price, issued by a surety admitted in the State of California in a form satisfactory to the DISTRICT and CITY, naming DISTRICT and CITY as obligees on the bonds.

C. CITY shall ensure that the contract documents for the PROJECT include provisions requiring the contractor and subcontractors to pay prevailing wages for the PROJECT work, as required by state law.

D. Neither the CITY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the DISTRICT in connection with any of DISTRICT's obligations under this Agreement, and to the extent not covered by the insurance or indemnification described in this section 5, the DISTRICT shall defend, indemnify, save and hold harmless the CITY, its officers and employees against the same, except as otherwise provided in section 6.B.

Neither the DISTRICT, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY in connection with any of CITY's obligations under this Agreement, and to the extent not covered by the insurance or indemnification described in this section 5, the CITY shall defend, indemnify, save and hold harmless the DISTRICT, its officers and employees against the same.

E. Nothing in this Agreement is intended to affect the legal liability of either party to third parties by imposing any standard of care different from that normally imposed by law.

6. Acceptance and Maintenance:

- A. Upon completion of the PROJECT, DISTRICT and the CITY shall jointly conduct the final inspection. After CITY and DISTRICT have determined that the work performed has been completed to CITY's and DISTRICT's satisfaction, CITY shall accept the PROJECT improvements as complete and shall promptly record a notice of completion.
- B. Following acceptance, CITY shall own and be responsible for maintaining all improvements relating to the PROJECT, subject to the provision of the Contractor's Warranty, described in Section 5.B.2, above, and shall defend, indemnify, save, and hold harmless DISTRICT, its governing bodies, officers, agents, and employees against all claims, demands, damages, costs, expenses, or liability arising after acceptance, whether relating to design, construction, use, operation, or maintenance of the improvements.

7. Agreement Modification: This Agreement shall be subject to modification only with the written consent of the legislative bodies of both parties. Neither party shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which the Agreement is made.

8. Agreement Termination: This Agreement shall terminate upon the completion of the tasks described in Sections 2.A and 2.B, above. This Agreement may be terminated immediately by mutual, written consent of the parties. However, the obligations contained in Sections 2.B.12, 2.B.23, 2.B.24, and 6 shall survive any termination of this Agreement as long as the PROJECT is completed. Further, the obligations contain in Section 5, shall survive any termination of this Agreement, whether or not the PROJECT is completed.

9. Assignment: The rights, duties, and responsibilities under this Agreement may not be assigned by either party.

10. Notices: All notices given under this License Agreement shall be served by enclosing the notice in a sealed envelope addressed to the other party, certified mail, postage prepaid, addressed as follows:

To District:            Chief Engineer  
                              Contra Costa County Flood Control and Water Conservation District  
                              255 Glacier Drive  
                              Martinez, CA 94553

To City:                City Manager  
                              City of Antioch  
                              P.O. Box 5007  
                              Antioch, CA 94531-5007

Either party may designate, by written notice to the other, a different agent for service or address for notice. Notice is effective two (2) business days from the date of mailing.

11. Entire Agreement: This Agreement contains the entire understanding of CITY and DISTRICT relating to the subject matter of this Agreement.

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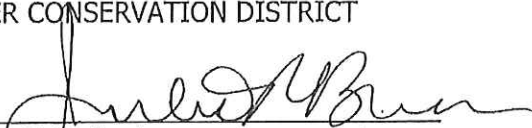
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**APPROVALS/ACKNOWLEDGEMENTS**

CONTRA COSTA COUNTY  
FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

CITY OF ANTIOCH

By:   
Chief Engineer

By:   
City Manager

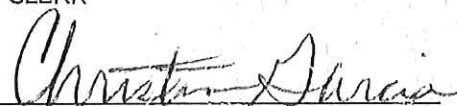
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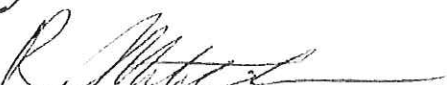
CLERK OF THE BOARD

CITY CLERK

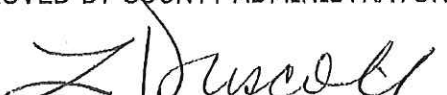
By:   
Deputy

By:   
Deputy City Clerk

RECOMMENDED BY DEPARTMENT:

By: 

APPROVED BY COUNTY ADMINISTRATOR

By: 

FORM APPROVED:

Sharon L. Anderson, County Counsel

By:   
Deputy County Counsel

FORM APPROVED:

By:   
City Attorney

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ATTACHMENT "F"



Attachment F  
Vicinity Map



## STAFF REPORT TO THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH

**DATE:** Regular Meeting of August 25, 2015

**TO:** Members of the Successor Agency to the Antioch Development Agency of the City of Antioch

**SUBMITTED BY:** Steve Duran, Executive Director *pm for SD*

**SUBJECT:** Security Services for Successor Agency Owned Parcels Located in Downtown Antioch

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### **RECOMMENDED ACTION**

It is recommended that the City as Successor Agency adopt the attached resolution authorizing the Executive Director to execute the Agreement for Private Security Services with Strategic Threat Management in the amount of \$70,960 for a term of six months to provide after hours security for Successor Agency owned properties located in downtown Antioch.

### **STRATEGIC PURPOSE**

Security services to be provided will ensure security for developed and undeveloped Successor Agency owned properties that will assist with property revitalization/development efforts. This recommended action falls under;

**Long Term Goal H: Redevelopment Dissolution** - The Antioch Development Agency (Agency) was officially dissolved by the State of California under AB 1X26. The City of Antioch elected to become the Successor Agency to the Antioch Development Agency and, in that capacity, is tasked with winding down operations of the former Agency until all obligations of the former Agency are satisfied. Obligations are expected to last until 2032; and

**Strategy H-1:** Complete dissolution of Antioch Development Agency by 2032.

### **FISCAL IMPACT**

Funds for these services have been approved by the Department of Finance as part of the Successor Agency of the Antioch Development Agency's 15-16A Recognized Obligation Payment Schedule (ROPS) and will not have an impact on the City's General Fund.

### **DISCUSSION**

Earlier this year staff released a Request for Qualifications (RFQ) to security companies soliciting proposals to provide security services in downtown Antioch. More specifically the security services are for Successor Agency owned properties; Roswell Butler Hard



House, Lynn House, and adjacent vacant parcels. A primary focus of the Successor Agency is the revitalization and development of these properties of which the first step is ensuring security of the developed sites as well as safety for the citizens of Antioch.

Staff received eleven responses to our RFQ solicitation with representatives from the Police Department, Public Works Department and the City Manager's office reviewing and rating each proposal. The top rated response/firm was Strategic Threat Management (STM), an Antioch based business. STM has provided security for the City of Antioch in the past and is acutely aware of the services needed in our Downtown. A uniformed, unarmed officer will patrol downtown properties from 8:00p.m. to 5:00a.m. seven days a week responding to and reporting of any illicit activities. The officer will walk and or drive past these sites during their patrol, as well as inspect the developed properties. The term of the contract is for a six month period with an additional six month extension option. Entering into this contract is consistent with the winding down of the Antioch Development Agency's obligations as outlined in the State Health and Safety Code.

Following Successor Agency action the security contract and resolution will be transmitted to the Oversight Board for their review, comment and approval. The final security contract and executed resolutions from the Successor Agency and Oversight will then be sent to the State Department of Finance as the payment for these services our listed on the Successor Agency's Recognized Obligations Payment Schedule (ROPS).

#### **ATTACHMENTS**

- A. Resolution authorizing the Executive Director to execute the Agreement for Private Patrol Services for Successor Agency properties in Downtown
- B. Agreement for Private Patrol Services between the Successor Agency of the Antioch Development Agency and Strategic Threat Management.

**SA RESOLUTION NO. 2015/\*\***

**RESOLUTION OF THE SUCCESSOR AGENCY OF THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH APPROVING AN AGREEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE SAID AGREEMENT FOR PRIVATE PATROL SERVICES WITH STRATEGIC THREAT MANAGEMENT IN DOWNTOWN ANTIOCH**

**WHEREAS**, pursuant to ABx1 26 enacted in June 2011 (as amended by AB 1484 enacted in June 2012, the "Dissolution Law"), the Antioch Development Agency of the City of Antioch (the "Dissolved ADA") was dissolved as of February 1, 2012, and the City of Antioch, acting in a separate limited capacity and known as the Successor Agency of the Antioch Development Agency of the City of Antioch, has elected to serve as the successor agency (the "Successor Agency") of the Dissolved ADA; and

**WHEREAS**, pursuant to Health and Safety Code Section 34173(g), as added by the Dissolution Law, the Successor Agency is a separate legal entity from the City of Antioch (the "City"); and

**WHEREAS**, pursuant to Health and Safety Code Section 34177.3 of the Dissolution Law, the Successor Agency may create enforceable obligations to conduct the work of winding down the redevelopment agency, including acquiring necessary professional services; and

**WHEREAS**, the City Council (the "City Council") of the City serves in a separate capacity as the governing board of the Successor Agency; and

**WHEREAS**, an Oversight Board for the Successor Agency (the "Oversight Board") has been formed and is functioning in accordance with Health and Safety Code Section 34179; and

**WHEREAS**, the Oversight Board and the Department of Finance have previously approved the expenditure of funds required for payment of the contract as part of the approval of ROPS 15-16A; and

**WHEREAS**, the Successor Agency holds the properties covered by the agreement as the successor in interest to the former ADA until such time as the Successor Agency is authorized to transfer the properties in accordance with the Dissolution Law; and

**WHEREAS**, the amount of the contract is within the amount approved on the ROPS; and

**WHEREAS**, the Successor Agency is charged with paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Dissolved ADA; and

**WHEREAS**, the Dissolved ADA acquired certain properties (the "Properties") for redevelopment with uses consistent with, and for projects identified in, the Redevelopment Plan; and

**WHEREAS**, the Dissolution of the ADA has slowed the redevelopment efforts of the Properties; and

**WHEREAS**, the ongoing security of the aforementioned Properties is vital to the safety of adjacent property and property owners; and

**WHEREAS**, the execution of the Agreement with Strategic Threat Management will help to increase safety and the transition of the Properties; and

**WHEREAS**, the staff report (the "Staff Report") accompanying this Resolution contains additional information and analysis upon which the findings and actions set forth in this Resolution are based.

**NOW, THEREFORE, BE IT RESOLVED** that the Successor Agency hereby finds that the above Recitals are true and correct, and together with the Staff Report and other information provided by the Successor Agency staff and the public, form the basis for the findings and actions set forth in this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall take immediate effect upon adoption.

\* \* \* \* \*

**ADOPTED** August 25, 2015 by the governing board of the Successor Agency of the Redevelopment Agency of the City of Antioch, a separate legal entity, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Successor Agency Chair**

**ATTEST:**

\_\_\_\_\_  
**Successor Agency Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Successor Agency Counsel**

AGREEMENT FOR PRIVATE PATROL SERVICES

THIS AGREEMENT FOR PRIVATE PATROL SERVICES ("Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between STRATEGIC THREAT MANAGEMENT, INC. (STM), with corporate offices located at 2504 Verne Roberts Circle, Suite 103 Antioch, California 94509 (hereinafter referred to as "Contractor"), and the Successor Agency of the Antioch Development Agency of the City of Antioch (RDA) located at 200 H Street, Antioch, California 94509 (hereinafter referred to as "Client"). (Contractor and Client hereinafter referred to individually or jointly as the "Party" or "Parties" respectively).

WHEREAS Client is *a municipal corporation*; and

WHEREAS Client is in need of security services for developed and undeveloped properties located in Historic Downtown Antioch. These properties include the Roswell Butler Hard House and Lynn House Gallery. (individually and collectively referred to hereafter as the "Properties") and desires to promote a safe and lawful atmosphere to prevent vandalism or other property losses; and

WHEREAS Contractor provides security consulting, management and protective services, including armed, unarmed private patrol services, in an effort to promote a safe environment and reduce the risk of loss at the Premises of clients; and

WHEREAS Client desires to enter into an agreement with Contractor to obtain private, uniformed, unarmed patrol services of the Properties ( hereinafter referred to as "Private Patrol Services").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties do hereby agree as follows:

**1. Purpose**

Contractor will provide uniformed, unarmed security services ("Private Patrol Services") Seven Days a Week from 8:00 p.m. to 5:00 a.m. The Private Patrol Services are more particularly described in the attached and incorporated Exhibit. Contractor shall perform all services under this Agreement in a professional and competent manner. Contractor shall maintain the following certifications and licenses: Private Patrol Operator licensed through Bureau of Security and Investigative Services ("BSIS") of the California Department of Consumer Affairs. Contractor shall ensure that all personnel engaged in services under this Agreement have the following training and certifications: licensed as Security Guards through BSIS.

Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the under this Agreement.

Contractor acknowledges that such work is provided on a non-exclusive basis and the RDA may engage other security service companies for other needs.

## **2. Responsibilities of Contractor**

Contractor shall have the following responsibilities:

- a) Provide the following to Client:
  1. Private Patrol Services of the kind and nature as described in this Agreement and in accordance with the Post Orders (attached hereto as Exhibit "B" and incorporated herein by reference); and
  2. Any and all labor, uniforms, transportation, equipment, etc. necessary to perform Private Patrol Services in accordance with the terms and conditions of this Agreement; and
- b) Supervise any and all Private Patrol Services provided by Contractor to ensure Private Patrol Services performed on behalf of Client by Contractor are provided in accordance with this Agreement ;
- c) Adhere to and comply with all the terms and conditions of this Agreement;
- d) Any public communications regarding this Agreement shall be reviewed and approved by the City Manager in advance, including but not limited to website or Facebook postings or press releases; and
- e) Contractor 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, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or against anyone encountered in providing the services under this Agreement. Contractor 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.

## **3. Responsibilities of Client**

Client shall have the following responsibilities:

- a) Make payment to Contractor for Private Patrol Services in accordance with the terms and conditions described herein and
- b) Communicate directly, primarily, and as the first point of contact, with Contractor (STM) regarding any and all issues pertaining to Private Patrol Services being provided by Contractor, or any Subcontractor, to Client; and
- c) Adhere to and comply with all the terms and conditions of this Agreement.

#### **4. Pricing & Payment Terms**

Unless otherwise agreed to in a written amendment to this Agreement signed by the Parties, the total compensation under this Agreement shall not exceed \$70,960 with the details described in the Exhibit, which is attached and incorporated to the extent consistent with this Agreement. Payment of all undisputed charges shall be made within thirty (30) days of receipt of Contractor's invoice. If Client disputes all or any portion of the charges in Contractor's invoice, Client shall promptly notify Contractor in writing of the charges disputed and the basis of the dispute. If the Parties are unable to resolve the dispute, Contractor may elect to treat Client's non-payment of the disputed charges as an event of default by sending written notice to Client and otherwise proceeding in accordance with section 6 of this Agreement.

#### **5. Term**

The term of this Agreement shall be for a six (6) month period commencing on the date hereof (the "Initial Term"). The Agreement may be extended for one or more additional six (6) month periods by the City Manager/Executive Director, for Client, and Contractor signing a written amendment to this Agreement providing for such extension.

#### **6. Events of Default; Termination**

Client may terminate further services under this Agreement without cause upon giving Contractor fifteen (15) days advance written notice of such termination. Contractor may terminate further services under this Agreement without cause upon giving Client thirty (30) days advance written notice of such termination. Either Party may terminate this Agreement for cause on not less than seven (7) days prior written notice to the other if:

- a) The other party fails to perform any material obligation hereunder (including but not limited to failure of Contractor to provide Private Patrol Services, and non-payment on invoices by Client), and such failure to perform is not remedied (or diligent efforts to effect a remedy have not commenced), within a reasonable time following written or verifiable electronic notice thereof to the party in default; or
- b) If a proceeding concerning bankruptcy, insolvency, dissolution, cessation of operations, reorganization of indebtedness or the like is filed by the other party, or such a proceeding is filed against the other party and such proceedings are not dissolved within thirty (30) days of the date such proceedings are initiated.

Notwithstanding the provisions hereof, any delay or failure of either party to perform hereunder as a result of force majeure, labor dispute, legal prohibition, governmental action or other reason beyond either party's reasonable control, shall not constitute a breach of a material obligation of this Agreement.

In the event of a termination of this Agreement by Client, with or without cause, Client may request at Client's sole discretion, that Contractor cease performance of Private Patrol Services immediately upon

receipt of notice of such termination, notwithstanding the above referenced notice period, subject only to Client's payment for services requested prior to such notice to cease performance.

## **7. Warranties**

The Parties hereto mutually warrant and represent as follows:

- a) That each is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business;
- b) The persons signing this Agreement on behalf of each Party are duly and lawfully authorized to enter into agreements of this kind and nature;
- c) This Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms;
- d) There are no bankruptcy proceedings pending or being contemplated and there are no legal proceedings that materially adversely affect the ability of the Parties to perform pursuant to this Agreement; and
- e) That each Party will cause these representations and warranties to be true and correct throughout the Initial Term, and any Renewal Term(s), of this Agreement.

## **8. Insurance**

During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage with insurers with an A.M. Best's rating of no less than A:VII:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the RDA and City of Antioch, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$1,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. **Certificate of Insurance.** Contractor shall file a certificate of insurance and endorsements with the RDA and City of Antioch prior to the RDA's execution of this Agreement. The insured shall provide thirty (30) days prior written notice to the City of any suspension, cancellation, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The RDA reserves the right to require complete certified copies of policies.

e. Subcontractors. Contractor shall include all subcontractors, approved by the RDA, 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.

f. In the event of cancellation of any insurance required to be carried by Contractor under this Agreement, Client shall be notified at least fifteen (15) days prior to cancellation of same. Additionally in the event Contractor's insurance is canceled, Client shall have the immediate right to terminate this Agreement.

## **9. Limitation of Liability**

It is understood and agreed by the Parties hereto that Contractor is not an insurer, and that the payments provided for herein are based solely on the value of the Private Patrol Services being provided as described herein or in any Purchase Order, and are unrelated to the value of any property located at any Client Premises, and that each party shall maintain insurance as provided herein. Client understands that Contractor offers several levels and types of Private Patrol Services and that the Private Patrol Services described in any Purchase Order have been chosen by Client after considering and balancing the costs and benefits of any such Private Patrol Services.

## **10. Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to the RDA) and hold harmless the RDA and City of Antioch, its officers, agents, volunteers and employees, from and against any and all losses, claims, damages, costs and liability arising out of any third party 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 Contractor, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of RDA. This indemnification provision is subject to the limitation on damages set forth in section 9 of this Agreement but only as to the types of damages that are subject to that limitation. This indemnification provision shall not be interpreted and/or applied in any way that would void or cause an exclusion, or other failure, of Contractor's insurance coverage to apply to a claim for which coverage would otherwise apply. This entire indemnification provision shall survive termination of this Agreement.

## **11. Confidentiality**

The Parties understand and agree to treat as confidential and proprietary, any information which they receive from the other Party in connection with this Agreement. The Parties may disclose confidential information pursuant to a judicial or administrative order or other requirement of law such as the Public Records Act, provided that the Party subject to such order or law uses reasonable efforts to provide prompt prior notice to the Party whose information may be disclosed, in order to provide such Party the opportunity to contest such disclosure.



## **12. Audit of Records**

Contractor agrees that throughout the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Client and its authorized personnel, agents, attorneys and accountants shall have the right with respect to all books, records, correspondence, receipts, vouchers and memoranda of Contractor (or those of any subcontractor of Contractor as authorized by Client hereunder) relating specifically to this Agreement and the Private Patrol Services provided Pursuant to this Agreement, to inspect, audit, and make copies of same at Contractor's place of business, during normal business hours, and upon reasonable advance notice to Contractor.

## **13. Independent Contractor**

The services performed by Contractor hereunder shall be performed as an independent contractor to Client, and no person employed by Contractor, or entity subcontracted by Contractor to perform services hereunder, shall be deemed to be an employee of Client. The Parties intend that no agency, partnership, joint venture or other joint relationship be created hereby, and that neither Party shall have any authority to bind the other in any respect except as specifically provided in accordance with this Agreement or any amendment hereto. As between Client and Contractor, Contractor is solely responsible for the payment of salaries, benefits and employment taxes incurred for all personnel rendering services for Contractor under this Agreement. Contractor and 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 the RDA, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of the RDA and entitlement to any contribution to be paid by the RDA for employer contributions and/or employee contributions for PERS benefits.

## **14. Assignment**

This Agreement shall be binding on both, Contractor and Client and their respective successors, assigns and transferees of each. This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either party without the prior written consent of the other party, except to (a) a subsidiary, affiliate, division or corporation controlled by a parent corporation of Contractor or Client, as the case may be, or by the parent corporation of such parent (provided that no such assignment or transfer shall release Contractor or Client, as the case may be, from liability hereunder), or (b) a successor corporation related to a parent corporation of Contractor or Client, as the case may be, or to the parent corporation of such parent by merger, consolidation, non-bankruptcy reorganization, or government action, or (c) a purchaser of substantially all of the assets of Contractor's or Client's parent corporation, as the case may be, or the parent corporation of such parent; provided, in any such case, that (i) the transfer is a part of a business reorganization of or within the family of corporations of which Contractor or Client, as the case may be, is a part and is not a transfer that is an effort to avoid the limitation on transfer of this Agreement which are set forth herein, and (ii) the transferee shall assume in writing, in a form reasonably acceptable to Contractor or Client, as the case may be, all of the obligations of Contractor or Client, as the case may be, under the terms of this Agreement, in which case with respect to (a, b and c), above Contractor or Client, as the case may be shall have the absolute right to transfer and assign this Agreement, without prior notice and, in any event, without the consent of the other party hereto.

In the event that either Contractor or Client shall assign this Agreement contrary to the requirements of this section, the non-assigning Party shall have the right to immediately terminate this Agreement.

#### **15. Subcontractors**

No individual, supplier, vendor or other such entity or affiliate providing Private Patrol Services on behalf of Contractor ("Subcontractors"), other than Contractor and Contractor's employees, shall undertake any work in connection with the Agreement, unless such Subcontractors are approved by Client. Such approval shall be deemed given by Client upon the execution or agreement to any Purchase Order by an authorized representative of Client. To the extent that Client approves any such Subcontractor(s), such approval shall be subject in all events to Contractor obtaining and maintaining with such Subcontractor(s) a written agreement which incorporates by reference all of the terms of this Agreement, except those which are particular to Client and Contractor alone.

#### **16. Hiring of Contractor's Employees**

Unless the Parties hereto otherwise agree in writing, Client agrees that Client will not offer employment to, or employ, a Private Patrol officer (guard), supervisor, manager or other employee of Contractor performing Private Patrol Services pursuant to this Agreement, during the performance of any such Private Patrol Services and for a period of at least one (1) year following the termination or completion of any applicable Purchase Order pertaining to the performance of Private Patrol Service by any such guard, supervisor, manager or other employee.

#### **17. Force Majeure**

Neither party shall be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to, acts of God, acts of terrorism, delays in delivery by vendors, and strikes or other labor disturbances provided that the following terms and conditions of this section are met:

- a) The Party whose performance is delayed or prevented shall provide notice as soon as possible or practicable to the other of any such event; and
- b) The Party whose performance is delayed or prevented shall use reasonable and diligent efforts to remove such causes of nonperformance as soon as possible.

#### **18. Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect.

#### **19. Notice**

This Agreement shall be administered by Dawn Merchant, Finance Director and all correspondence shall be directed to or through the City Manager or his designee. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed delivered upon the first to occur of

(i) actual delivery to the person to whom it is addressed, or (ii) delivery by recognized national courier with confirmation of delivery, or (iii) delivery by fax with confirmation of receipt, if also sent by certified mail, or (iv) the third (3rd) business day after deposit in the United States Mail, certified mail, return receipt requested, addressed to the following addresses below, or to such other address as either party may designate in writing to the other party for this purpose. Notice shall be deemed given when received, as evidenced by the return receipt or the date such notice is first refused, as the case may be.

If to Contractor: Strategic Threat Management, Inc.  
2504 Verne Roberts Circle, Suite 103  
Antioch, CA 94509  
Attn: Lawrence A. Treat, President

If to Client: City of Antioch  
P.O. Box 5007  
Antioch, CA 94509  
Attn: City Manager

## **20. Governing Law**

This Agreement, all issues related to or arising from this Agreement, and the rights and obligations of the parties, shall be governed by, and interpreted, construed, and determined in accordance with the laws of the State of California. Jurisdiction and venue for any suit or proceeding related to or arising out of this Agreement, or any services provided hereunder, shall be in the state (Contra Costa County) or the Northern District federal district court of California, and Client hereby consents to such jurisdiction, venue and choice of law. Any award or judgment of any of said courts may be entered and enforced in any other domestic or foreign court of competent jurisdiction, and shall be awarded full faith and credit.

## **21. Dispute Resolution/Arbitration**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement as follows:

- a) Negotiation. Promptly by negotiation between executives with the authority to resolve such dispute. If the matter has not been resolved within thirty (30) days of a party's request for negotiation, either party may seek to proceed with mediation, arbitration or court action.
- b) Legal Fees. If either party shall bring an action against the other by reason of the breach or alleged violation of any covenant, term or obligation hereof or for the enforcement of any provision or otherwise arising out of this agreement, the prevailing party in such suit shall be entitled to its costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment.

**22. Compliance With Laws**

Contractor shall comply with all federal, state and local laws applicable to the provision of Private Patrol Services on behalf of Client, including prevailing wages if applicable, and Contractor shall procure at Contractor's own expense, all licenses, permits, and/or certifications required by law and necessary for the fulfillment of its obligations pursuant to this Agreement.

**23. Facsimile Signature & Counterparts**

This Agreement may be signed and then transmitted by facsimile and a facsimile copy shall have the same force and effect as an original. Further, this Agreement may be executed in counterparts, which when taken together have the same force and effect as if one Agreement were signed.

**24. Recitals**

The recitals on page one hereof are incorporated herein verbatim and at length as if more fully set forth herein.

**25. Entire Agreement**

This Agreement, and any schedule(s) or other addenda attached hereto, constitutes the entire understanding and agreement of the Parties, and no representations or agreements, written or oral, have been made except as set forth herein. This Agreement supersedes any and all prior agreements or understandings of the Parties regarding the subject matter of this Agreement, and is intended to cover the provision of all present and future Private Patrol Services by Contractor or its network of affiliates or subcontractors to Client. Any change(s) or amendment(s) to this Agreement must be in writing and signed by both Parties. This Agreement shall become effective only when signed by an officer, director or senior manager of Client and Contractor, duly and lawfully authorized to enter into agreements on behalf of Client and Contractor respectively.

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

CLIENT:

CONTRACTOR:

**The Successor Agency  
Of the Antioch  
Development Agency**

**STRATEGIC THREAT MANAGEMENT, INC.**

By: \_\_\_\_\_  
(Signature)

By:  \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

 \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

 \_\_\_\_\_  
(Print Title)

Approved as to form:

\_\_\_\_\_  
William R. Galstan Interim, City Attorney

Attest:

\_\_\_\_\_  
Arne Simonsen, City Clerk

## EXHIBIT

STM will be patrolling the highlighted buildings/properties (map attached) in downtown Antioch. STM's primary focus will be monitoring the downtown buildings/properties looking for any signs of forced entry, suspicious person(s) loitering in or near buildings/properties, escorting any homeless off property. If STM officers encounter any of the above issues, the officer assigned to this project will create an incident report for the City and contact Antioch Police Department.

STM will assign two uniformed unarmed qualified officers to patrol downtown Antioch 9 hours a day 7 days a week in a marked STM patrol vehicle. There will be a full-time officer patrolling downtown and a part-time officer covering the other two days off. If the downtown unarmed officer requires assistance or back up units, STM regular patrol officers will respond to assist.

If the unarmed officer encounters any suspicious activity or crime in progress, he/she will contact Antioch Police dispatch immediately to report the crime. STM will stand by and show command presence attempting to prevent crime. STM officers will not go hands on or make any arrest due to being unarmed which is an officer safety issue.

STM is contracted to work 7 days a week from 2000 hours to 0500 hours.

# City of Antioch Downtown



Google earth

38°01'01.25"N 121°48'53.90" W elev 67 ft eye alt 3119 ft

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Tour Guide

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIODS OF  
JULY 17 - AUGUST 13, 2015  
FUND/CHECK #

<b>239 Redevelopment Obligation Retirement Fund</b>		
357654	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES 4,630.19
357838	MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES 5,595.40





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 25, 2015

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** William R. Galstan, Interim Asst. City Attorney *William R. Galstan*

**SUBJECT:** Adopt Resolution Revoking a Local Card Room License for 408 "O" Street Issued to Anthony Keslinke and Revoking Ancillary Approvals

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### RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution revoking a local card room license for 408 "O" Street issued to Anthony Keslinke and revoking ancillary approvals.

### STRATEGIC PURPOSE

This action accomplishes efficient delivery of legal services (Strategy M in the Strategic Plan) and crime reduction (Strategy A in the Strategic Plan).

### FISCAL IMPACT

City will not realize certain fees that would have been generated to the City if the card room went into operation.

### DISCUSSION

On November 12, 2013, City Council adopted Resolution No. 2013/65, approving a local card room license for Mr. Anthony Keslinke at 408 "O" Street. Several conditions of approval were attached to the Resolution. Section 6 stated that "the City Council finds that the adherence by the Applicant (Mr. Keslinke) to each and every one of the conditions of approval is of paramount importance to the City...accordingly, the City Council has included...provisions for the revocation of this license upon a showing of failure of the Licensee to comply with the conditions."

Exhibit "A" to the resolution contained the conditions of approval, including Section 5(a)(vi): "... (A)ny of the following occurrences is deemed evidence that (1) the applicant or any person financially interested in the business is not of good moral character...the applicant or any Key Employee having an ownership interest in the card room...is arrested for any felony, or a misdemeanor relating to loan sharking, drugs, embezzlement, extortion, theft, prostitution, money laundering, robbery or weapons violation."

On Oct. 2, 2014, the United States Attorney's Office issued a press release (copy attached) indicating that Mr. Keslinke was charged by indictment in a scheme involving mortgage fraud. The indictment charges that Keslinke used "straw buyers" to purchase real estate, including his own properties, that were candidates for short sales. Fraudulent financial hardship letters were written and pest reports altered to convince banks that the properties were worth less than they really were. Mr. Keslinke also altered bank statements, according to the press release, to create an appearance that the straw buyers had sufficient funds to purchase the properties.

The indictment also charges that Keslinke met with an undercover agent, purporting to be a drug dealer, on multiple occasions. Keslinke accepted \$500,000 from the undercover agent, which he deposited into business bank accounts and then attempted to launder the money by wiring money from accounts to an account controlled by an undercover agent. Keslinke routinely kept 8 to 10% of each transaction as his fee. Keslinke faces possible imprisonment for over 50 years and fines of over \$1 million, according to the press release.

These violations are highly relevant to the lawful operation of a card room, where large amounts of cash are involved and accurate reporting is required to be made to the city and state.

Resolution No. 2013/65 authorized revocation of the local license upon an "arrest" for any of these types of violations. An indictment is a more serious criminal event than is an arrest. In an arrest, officers may take someone into custody, but the prosecutor may decline to file charges. An indictment means that charges have actually been filed. Thus the criteria of our Resolution has been met.

The Resolution also approved a Use Permit for operation of the restaurant in conjunction with the card and a lease agreement with the city for additional parking. Both of these matters would also be rescinded if Council adopts the recommended Resolution.

#### **ATTACHMENTS**

- 1) Resolution revoking a local card room license for 408 "O" Street issued to Anthony Keslinke and revoking ancillary approvals;
- 2) Press Release from U.S. Attorney's Office dated October 2, 2014

## RESOLUTION NO. 2015/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
REVOKING A LOCAL CARD ROOM LICENSE FOR 408 "O" STREET ISSUED  
TO ANTHONY KESLINKE AND REVOKING ANCILLARY APPROVALS**

**WHEREAS**, on November 12, 2013 the City Council adopted Resolution No. 2013/65, conditionally approving a local card room license for 408 "O" Street to Anthony Keslinke; and

**WHEREAS**, the approval of the local card room license would not become operative unless the State Gambling Control Commission approves a permanent State Card Room License to Mr. Keslinke within 36 months of the date of adoption of Resolution No. 2013/65; and

**WHEREAS**, Resolution No. 2013/65 approved a local card room license to Mr. Keslinke as an individual and personal only to him; and

**WHEREAS**, Resolution No. 2013/65 recited that "the City Council finds that the adherence by the Applicant (Keslinke) to each and every one of the conditions of approval is of paramount importance to the City...accordingly the City Council has included provisions for the revocation of this License upon a showing of failure of the Licensee to comply with the conditions"; and

**WHEREAS**, Exhibit "A" appended to Resolution No. 2013/65 contained conditions of approval, including Section 5(a)(vi): "(A)ny of the following occurrences is deemed evidence that (1) the applicant or any person financially interested in the business is not of good moral character...the applicant or any Key Employee having an ownership interest in the card room...is arrested for any felony, or a misdemeanor relating to loan sharking, drugs, embezzlement, extortion, theft, prostitution, money laundering, robbery or weapons violation"; and

**WHEREAS**, a press release dated Oct. 2, 2014 from the United States Attorney's Office indicates that Mr. Keslinke was indicted, shortly before the issuance of the press release, for a scheme involving mortgage fraud and money laundering. The press release is attached as Exhibit "A" hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council concludes as follows:

1. An indictment is a more serious criminal event than an arrest, because during an arrest, officers may take a person into custody but the prosecutor may decline to file charges; an indictment indicates that charges are filed;
2. The fact that an indictment was returned against Mr. Keslinke qualifies as a violation of Section 5(a)(vi) of Exhibit "A" of Resolution No. 2013/65;

**RESOLUTION NO. 2015/\*\***

August 25, 2015

Page 2

3. The types of offenses charged against Mr. Keslinke are directly relevant to the operation of a card room, in that there are ample opportunities for fraud, money laundering and other misconduct in the business of a card room;
4. By the terms of Resolution No. 2013/65, Mr. Keslinke is deemed not to be a person of good moral character.

**NOW, THEREFORE, BE IT RESOLVED** that the local card room license authorized for Anthony Keslinke at 408 "O" Street by Resolution No. 2013/65 is hereby revoked, rescinded, and shall have no further force or effect;

**BE IT FURTHER RESOLVED** that any ancillary approvals, permits, or leases approved by Resolution No. 2013/65 are also revoked, rescinded and shall have no further force or effect, including, but not limited to, Use Permit -13-02, and the Parking Lot Lease approved by the Resolution.

**BE IT FURTHER RESOLVED** that the City Manager or City Attorney shall report this revocation to the California Gambling Control Commission.

\* \* \* \* \*

**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 25th day of August, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**ARNE SIMONSEN**  
**CITY CLERK OF THE CITY OF ANTIOCH**



THE UNITED STATES ATTORNEY'S OFFICE  
NORTHERN DISTRICT *of* CALIFORNIA

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Department of Justice

U.S. Attorney's Office

Northern District of California

FOR IMMEDIATE RELEASE

Thursday, October 2, 2014

## **Danville Real Estate Agent Charged In Bank Fraud and Money Laundering Scheme**

OAKLAND – Anthony Keslinke was charge today by superseding indictment in a scheme involving short sale mortgage fraud, announced U.S. Attorney Melinda Haag, Drug Enforcement Administration Special Agent in Charge Jay Fitzpatrick, and Internal Revenue Service, Criminal Investigation, Special Agent in Charge José M. Martinez.

According to the superseding indictment, Keslinke used straw buyers to purchase real estate throughout Northern California. Keslinke identified properties, including his own properties, that were potential candidates for a "short sale." A "short sale" is a sale of real estate in which the sale proceeds are less than the balance owed on the mortgage loan pertaining to the property and often occurs when a borrower cannot pay the mortgage loan. In furtherance of the scheme, Keslinke allegedly submitted offers to the financial institutions on behalf of straw buyers. In order to induce a bank to accept a short sale offer, Keslinke would draft fraudulent financial hardship letters and submit them on behalf of the seller of a property. In addition, Keslinke often altered engineering and pest reports associated with the properties in order to give the appearance to the financial institutions that the properties were worth significantly less than true fair market value. Additionally, according to the superseding indictment, Keslinke often altered bank account documents to create the appearance that the straw buyers had sufficient funds to purchase the properties in cash. Once a financial institution accepted a particular property for a short sale, Keslinke used his own funds to purchase the property in the name of the straw buyer. After a short sale was completed on a particular property, Keslinke maintained control of the property and often sold the property for a significant financial gain. Keslinke is charged in the superseding indictment with using this mortgage fraud scheme to orchestrate the short sale of properties in Danville, California; Walnut Creek, California; and Kings Beach, California.

The indictment also alleges that between August of 2013 and February of 2014, Keslinke met with an undercover agent purporting to be a drug dealer on multiple occasions. On five separate

occasions, Keslinke accepted a total of \$550,000 from the undercover agent. In an attempt to conceal the true source of the funds, Keslinke repeatedly deposited the money received from the undercover agent into business bank accounts under Keslinke's control. Keslinke then attempted to launder the money by wiring it from his business bank accounts to an account controlled by the undercover agent. During the investigation, Keslinke routinely kept 8-10% of the money provided to him from the undercover agent as a fee for his services.

Upon a conviction on any of the bank fraud or wire fraud charges, alleged in counts one through six, Keslinke shall forfeit any property, real or personal, which constitutes or is derived from proceeds traceable to the offense.

Upon a conviction of any of the money laundering charges, alleged in counts seven through twelve, Keslinke shall forfeit \$320,000 cash seized from Keslinke's residence, approximately \$1.4 million from bank accounts, 500 American Silver Eagle coin, and a Tiffany diamond solitaire ring, all of which allegedly constitutes or is derived from the proceeds traceable to the offenses.

The maximum statutory penalty for each count of Conspiracy to Commit Bank Fraud and Bank Fraud, in violation of 18 U.S.C. § 1349 and 18 U.S.C. §§ 1344, is 30 years in prison and a \$1,000,000 fine. The maximum statutory penalty for each count of Wire Fraud, in violation of 18 U.S.C. §§ 1343, is 20 years in prison and a \$250,000 fine. The maximum statutory penalty for each count of Conspiracy to Commit Money Laundering and Money Laundering, in violation of 18 U.S.C. § 1956(h) and 18 U.S.C. § 1956(a)(3)(B), is 20 years in prison and a \$250,000 fine.

Assistant U.S. Attorney Aaron Wegner is prosecuting the case with the assistance of Vanessa Vargas. The prosecution is the result of an investigation by the Drug Enforcement Administration and Internal Revenue Service. The Contra Costa Sheriff's Office and Livermore Police Department have also provided assistance during the investigation. The investigation was conducted and funded by the Organized Crime Drug Enforcement Task Force, a multi-agency task force that coordinates long-term narcotics trafficking investigations.

Please note, an indictment contains only allegations. Therefore, as with all defendants, Anthony Keslinke must be presumed innocent unless and until proven guilty.

(Keslinke superseding indictment )

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USAO - California, Northern District

Updated November 18, 2014



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular/Special Meeting of August 25, 2015

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Cindy Gnos, Contract Planner *CG*

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

**SUBJECT:** Aviano Farms – GP-15-02, PD-14-01, PW-676, UP-14-05

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### **RECOMMENDED ACTION**

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

1. Adopt the Resolution adopting the Addendum to the Environmental Impact Report for the Aviano Adult Community Project.
2. Introduce the Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC.
3. Adopt the Resolution approving a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site (GP-15-02).
4. Introduce the Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).
5. Adopt the Resolution approving a Vesting Tentative Map/Final Development Plan and Use Permit for Phase 1 consisting of 127 units (UP-14-15).

### **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 action does not directly impact the City budget. All improvements and infrastructure necessary to facilitate the development will be funded by the applicant. On-going maintenance is being addressed through the provision of a Lighting and Landscaping District as well as through the Home Owner's Association. In addition, the Development Agreement contains a provision for the creation of a financing mechanism to pay the project's fair share of police services.

## **DISCUSSION**

The applicant, Aviano Farms, LLC, requests approval of an Addendum to the Aviano Adult Community Project Environmental Impact Report, a Development Agreement, General Plan Amendment, Planned Development Rezone, a Vesting Tentative Map/Final Development Plan, and a Use Permit, for the development of a 533 unit residential community on a portion of an approximately 184 acre site. The project is located on the easterly side of the Sand Creek Focus Area of the General Plan, west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (APNs 057-050-022, 057-030-005).

### Background Information

The current project site was previously entitled by the City of Antioch in 2009 for the development of a 533-unit active adult community, called the Aviano Adult Community Project. The approvals included a Development Agreement, Rezoning to Planned Development District, a Master Development Plan, a Vesting Tentative Map/Final Development Plan, a Use Permit, and Design Review. An Environmental Impact Report (EIR) was prepared in 2008 and certified as part of the project approvals. In addition, a Development Agreement was approved. It should be noted that the Development Agreement has not been assigned to the current applicant so is no longer active, which nullifies some of the previous approvals which were based upon the Development Agreement. The current project applicant, Aviano Farms LLC, is proposing a similar development for 533 single-family market rate homes, removing the "age restriction" component of the previous project.

The current project is a residential development on a portion of approximately 184 acres. The project is comprised of 533 single family units (including local streets) on 107 acres; 16.9 acres of park, including basins; 15 acres of private park (11.4 exclusive of basins); 12 acres of arterial roads (including Hillcrest Avenue, Sand Creek Road, Dozier-Libby Road and master entry roads); 3 acres of arterial road frontage landscaping; 10 acres of landscaping/basins/Sand Creek regional trail south of Sand Creek Road; and 35 acres of open space south of Sand Creek Road. The current project would also include construction of roadway and utility improvements that would serve the AUSD Dozier/Libbey Medical High School (Medical High School) adjacent to the southwest corner of the site (Hillcrest Avenue, Sand Creek Road and Dozier-Libby Road). See Attachment "H" for the vesting tentative map.

### Planning Commission Recommendation

On August 5, 2015, the Planning Commission recommended the project be approved by City Council, by a vote of 6-0 for all entitlements except the Development Agreement, which was passed by a vote of 4-2. The primary discussion focused on the appropriateness of the calculations for the police services fee in the Development Agreement, as well as on the appropriateness and enforcement of rental restrictions. One community member spoke at the hearing and noted that they had supported the senior development but were concerned with the traffic, school and public service



impacts associated with a family development. 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 adopting the Addendum to the Environmental Impact Report for the Aviano Adult Community Project (Exhibit A - Addendum)
- B. Ordinance approving a Development Agreement between the City of Antioch and Aviano Farms LLC (Exhibit A - Development Agreement)
- C. Resolution approving a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site
- D. Ordinance approving a rezone to modify the current Aviano Adult Community Planned Development zone standards (Exhibit A - Legal Description)
- E. Resolution approving a Vesting Tentative Map/Final Development Plan, and a Use Permit for Phase 1
- F. Draft Planning Commission Minutes of August 5, 2015
- G. Planning Commission Staff Report only
- H. Vesting Tentative Map
- I. Phasing Plan

# ATTACHMENT "A"

## RESOLUTION NO. 2015/\*\*

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE AVIANO ADULT COMMUNITY PROJECT AS ADEQUATE FOR ADDRESSING THE ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT

**WHEREAS**, the City Council of the City of Antioch adopted Resolution No. 2009/54 Certifying the Environmental Impact Report (EIR) for the Aviano Adult Community Project as adequate for addressing the environmental impacts of the project; and

**WHEREAS**, the City received an application from Aviano Farms, LLC to modify the Aviano Adult Community Project, including a request for a Development Agreement, General Plan Amendment, Planned Development Rezone, a Vesting Tentative Map/Final Development Plan, and a Use Permit, for the development of a 533 unit residential community on a portion of approximately 184 acres. The project is located on the easterly side of the Sand Creek Focus Area, west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (APNs 057-050-022, 057-030-005); and

**WHEREAS**, the City prepared an Environmental Impact Comparison and determined that the appropriate environmental document for the proposed Aviano Farms, LLC project is an Addendum to the Aviano Adult Community Project EIR (see Exhibit A); and

**WHEREAS**, the Planning Commission, after notice, held a public hearing before said Commission on August 5, 2015, and recommended that the City Council adopt the Addendum to the Aviano Adult Community Project EIR; and

**WHEREAS**, the City Council duly gave notice of public hearing as required by law; and

**WHEREAS**, on August 25, 2015, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

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

1. The foregoing recitals are true and correct.
2. **THAT THE CITY COUNCIL** hereby finds that substantial changes are not proposed to the project that would require major revisions to the 2008 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of a previously identified effect.

**RESOLUTION NO. 2015/\*\***

August 25, 2015

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- 3. **THAT THE CITY COUNCIL** hereby finds that substantial changes have not occurred with respect to the circumstances under which the project is undertaken requiring major revisions to the 2008 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of a previously identified effect.
  
- 4. **THAT THE CITY COUNCIL** hereby finds that there is no new information of substantial importance which was not known and could not have been known at the time the 2008 EIR was certified showing any of the following:
  - a. The project will have a new significant effect not previously discussed in the 2008 EIR.
  - b. The project will not cause any significant effect examined in the 2008 EIR to be substantially more severe.
  - c. The mitigation measures in the 2008 EIR and adopted in the CEQA Findings for the 2008 Aviano Adult Community Project remain feasible but some have been modified to reflect the proposed project. All mitigation measures identified in this Addendum and required for the proposed project as identified in the 2008 EIR that are necessary to reduce the potentially significant impacts to a level of insignificance will be made a requirement of the project and are acceptable to the project proponent.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Addendum to the Environmental Impact Report for the Aviano Adult Community Project is **HEREBY ADOPTED** 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 passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 25<sup>th</sup> day of August, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**ARNE SIMONSEN**  
**CITY CLERK OF THE CITY OF ANTIOCH**

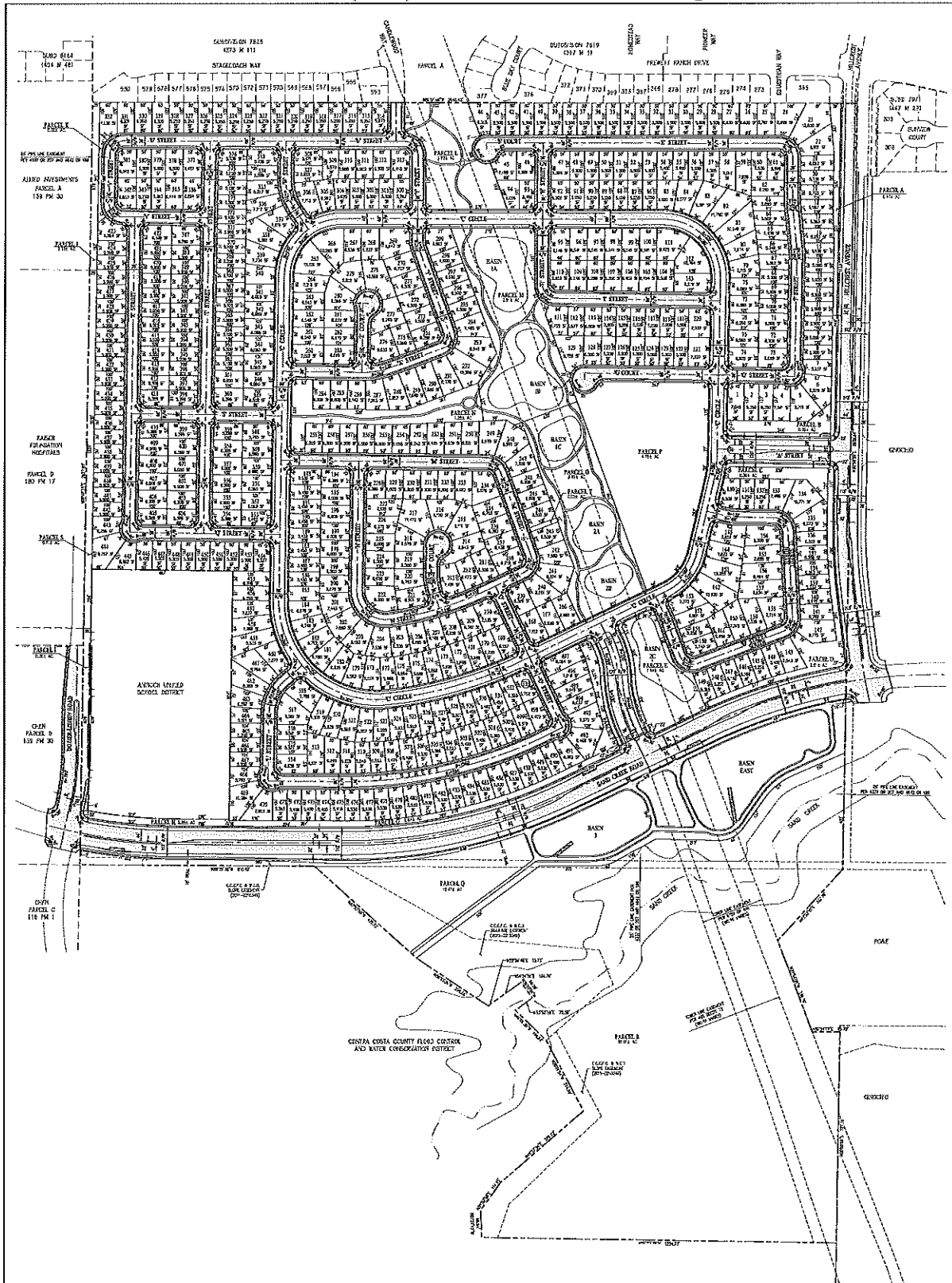
AZ

# EXHIBIT A

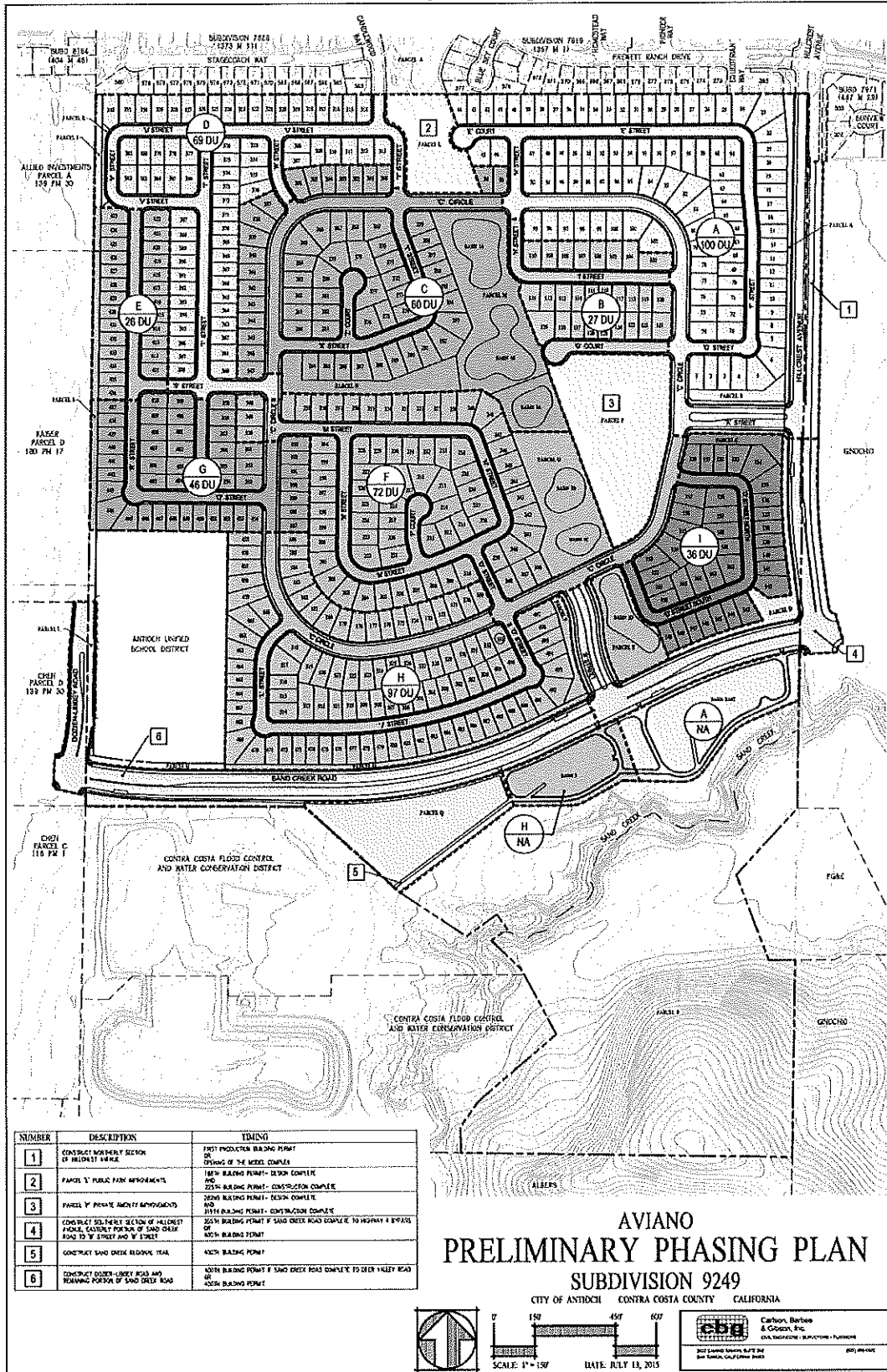
## ADDENDUM TO THE AVIANO ADULT COMMUNITY PROJECT ENVIRONMENTAL IMPACT REPORT

PROJECT NAME:	Aviano Farms	FILE NUMBER: PD-14-01
SITE ADDRESS:	Hillcrest Avenue and Prewett Ranch Drive Antioch, CA	APN: 057-030-050 and 057-050-014
APPLICANT:	Aviano Farms, LLC 1500 Willow Pass Court Concord, CA 94520	PHONE: (925) 685-0110
PROPERTY OWNER:	Aviano Farms, LLC	Prev. Cert. EIRs: <b>SCH #:</b> 2006072027
<b>BACKGROUND:</b>		
<p>An EIR was previously completed for the Aviano Farms Project in 2008. The current project site was previously entitled by the City of Antioch in 2009 for the development of a 533-unit active adult community, called the Aviano Adult Community Project. An EIR was prepared in 2008 and certified as part of the project approvals. The current project applicant, Aviano Farms LLC, is proposing a similar development for 533 single-family market rate homes, removing the “age restriction” component of the previous project.</p>		
<b>PROJECT DESCRIPTION:</b>		
<p>The current project is a residential development on approximately 184 acres. The project is comprised of 533 single family units (including local streets) on 107 acres; 16.9 acres of park, including basins; 15 acres of private park (11.4 exclusive of basins); 12 acres of master roads (including Hillcrest Avenue, Sand Creek Road, Dozier-Libby Road and master entry roads); 3 acres of master road frontage landscaping; 10 acres of landscape/basins/Sand Creek regional trail south of Sand Creek Road; and 35 acres of open space south of Sand Creek Road. The current project would also construct roadway and utility improvements that would serve the Antioch Unified School District (AUSD) Dozier/Libbey Medical High School (Medical High School) adjacent to the southwest corner of the site (Hillcrest Avenue, Sand Creek Road and Dozier-Libby Road). See Figure 1 for the tentative subdivision map.</p> <p>The current project would construct off-site improvements, including a portion of the Royal Formosa/Chen property located west of the project site (construction for the entrance to AUSD site) and portions of the Ginocchio property located east of the project site (construction for the main sewer trunk line and a portion of Hillcrest Avenue). The adjacent properties are primarily flat and consist of grazing and agricultural lands.</p> <p>The proposed project would be built in phases. A preliminary phasing plan is shown in Figure 2.</p>		
<b>Project Entitlements:</b>		
<p>Requested project entitlements include the following:</p> <ul style="list-style-type: none"> <li>• Amendment to the General Plan for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site;</li> <li>• Rezone to modify the current Planned Development zone standard;</li> <li>• Vesting Tentative Map (VTM), Final Development Plan (FDP), and Use Permit (UP);</li> <li>• Approval of a new Development Agreement, including, among other items, provisions for financing police services.</li> </ul>		

**Figure 1**  
**Current (2015) Tentative Subdivision Map**



**Figure 2  
Preliminary Phasing Plan**



**ENVIRONMENTAL SETTING:**

The 184-acre project site is comprised of two parcels, collectively known as the "Williamson" property. The site is generally rectangular; however the western, southwestern, and southern borders curve inward and are irregularly shaped. The site's northern terrain is generally flat and the existing topography falls from west to east at approximately one percent slope with elevations ranging from 171 to 200 feet above mean sea level. The unchannelized Sand Creek, a tributary of Marsh Creek, flows in a northeastern direction across the southern portion of the site. A north-south drainage channel flows along the eastern boundary of the project site, emptying into Sand Creek. A north-facing hill slope is located in the southernmost portion of the site, south of Sand Creek. The hill slopes upwards to an elevation of about 328 feet above mean sea level at the southern property boundary. The project site is primarily covered with non-native vegetation and is currently used for cattle grazing.

The project site is located in a mostly undeveloped area but is entitled for 533 active adult units. The site is surrounded by a mixture of uses including existing single-family residential uses and a community park to the north; the AUSD Dozier/Libbey Medical High School, Kaiser Hospital medical facilities, and undeveloped land planned for future residential, mixed use, and commercial development to the west; undeveloped land planned for future business park uses to the east but currently under review for a residential tentative map project entitled Vineyards at Sand Creek; and undeveloped grazing land and the Contra Costa County Flood Control and Water Conservation District (CCCFC) detention basin to the south (planned for a future Sports Complex).

**DETERMINATION:** CEQA allows the preparation of an addendum to a previously certified EIR if some changes or additions are made to the previous EIR and no conditions are present that would require the preparation of a subsequent EIR (*PRC Section 21166, CEQA Guidelines Sections 15162, 15164*). As explained throughout this Addendum, and summarized below, no such conditions are present.

**ADDITIONAL / NO ADDITIONAL IMPACT FINDING:****A. Statement of Findings**

2. Substantial changes are not proposed to the project that would require major revisions to the 2008 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of a previously identified effect.
3. Substantial changes have not occurred with respect to the circumstances under which the project is undertaken requiring major revisions to the 2008 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of a previously identified effect.
4. There is no new information of substantial importance which was not known and could not have been known at the time the 2008 EIR was certified showing any of the following:
  - a. The project will have a new significant effect not previously discussed in the 2008 EIR.
  - b. The project will not cause any significant effect examined in the 2008 EIR to be substantially more severe.
  - c. The mitigation measures in the 2008 EIR and adopted in the CEQA Findings for the 2008 Aviano Adult Community Project remain feasible but some have been modified to reflect the proposed project. All mitigation measures identified in this Addendum and required for the proposed project as identified in the 2008 EIR that are necessary to reduce the potentially significant impacts to a level of insignificance will be made a requirement of the project and are acceptable by the project proponent.

## B. Evidence Supporting Findings

The proposed project is generally the same as the 2008 Aviano Adult Community Project, except the age restriction component is proposed to be removed. The proposed project includes the same number of units and general layout as the 2008 Aviano Adult Community Project.

An updated Noise Analysis was prepared as part of this Addendum to evaluate the changes in the ambient noise levels in the vicinity of the project area since 2008 and the traffic noise level effects resulting from a non-age restricted project. As explained in Section D, Noise, of the Addendum, the proposed project will not cause any new significant noise impacts or increase the severity of the noise impacts already evaluated in the 2008 EIR. Conversely, as noted on page 30 of the Addendum, the new noise measurements have determined that sound walls along Hillcrest Avenue and Sand Creek Road of 6 feet as opposed to 8 feet that was required of the 2008 Aviano Adult Community Project are adequate to allow the noise levels to remain at acceptable levels.

A traffic report was prepared to evaluate what changes might occur in traffic generated by a non-age restricted project, and to take into consideration the changes in land use projections in the area and the traffic improvements that have occurred since 2008 or will occur before the project is built out. As explained in Section B. Traffic, the proposed project, along with the updated land use forecasts (including the reduction in units once planned on Roddy Ranch) and the new traffic improvements (additional widening of Highway 4), will continue to have a less-than-significant impact on traffic with the same measures in the 2008 EIR.

Section C, Air Quality, and Section M, Global Climate Change, utilized the BAAQMD CEQA thresholds for significance which include thresholds for greenhouse gas emissions (GHG) which were not available for the 2008 Aviano Adult Community Project. An updated GHG analysis was also prepared in July 2014. That analysis confirmed that even with these stricter thresholds, the proposed project will result in a less than significant impact on air quality and less than significant impact relating to the incremental contribution the project may have on global climate change.

All potential impacts that were known or could have been known were adequately analyzed in the 2008 EIR (i.e., land use, traffic/circulation, air quality, noise, cultural resources, geology, soil and seismicity, hydrology and storm drainage, public health and safety, biological resources, public services, utilities and infrastructure, visual resources, agricultural and mineral resources, and global climate change). It is important to note that potential impacts related to greenhouse gases are not "new information" as defined by CEQA. As explained in a series of cases, and mostly recent in *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal. App. 4<sup>th</sup> 1301 greenhouse gases were known as potential environmental issues before 1994 and thus do not qualify as "new information." However to provide full disclosure and a conservative analysis, a greenhouse gas analysis was prepared and concluded that potential project impacts relating to global climate change are less than significant. (Also see, *Citizens of Responsible Equitable Development v. City of San Diego* (2011) 196 Cal.App.4<sup>th</sup> 515).

As summarized above and explained throughout this Addendum, this Addendum is appropriate for the proposed project since 1) substantial changes are not proposed in the project which will require major revisions to the 2008 EIR, 2) there are no substantial changes with respect to the



circumstances under which the project is being undertaken that would require major revisions to the 2008 EIR, and 3) there is no new information which was not known or could not have been known at the time the 2008 EIR was certified.

**Prepared by:**

Date: July 2015

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Acting Senior Planner

*All referenced documentation is available for Public Review at:*

The City of Antioch  
Planning Division  
200 'H' Street  
Antioch, CA 94531

## ENVIRONMENTAL IMPACT COMPARISON

The purpose of the comparison is to evaluate the categories in terms of any “changes” or “new information” that may result in a changed environmental impact evaluation. A “no” answer does not necessarily mean that there are no potential impacts relative to the environmental category, but that there is no relevant change in the condition or status of the impact due to its insignificance or its treatment in a previous environmental document.

Overriding considerations were adopted with the certification of the 2008 Aviano Adult Community Project EIR that accepted the possibility of certain impacts regardless of whether mitigations could reduce them to a less-than-significant level. Thus, certain environmental categories might be answered with a “no” in the checklist because the current project does not introduce changes that would result in a modification to the conclusion of the 2008 EIR Findings Document.

### Explanation of Impact Evaluation Categories

2008 EIR Conclusion: This column provides the conclusion reached by the 2008 EIR as well as a reference to the page(s) of the 2008 EIR where information and analysis may be found relative to the environmental issue listed under each topic (found in parenthesis).

Do Proposed Changes Involve New or More Severe Impacts?: Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the changes represented by the current project will result in new impacts that have not already been considered and mitigated by other EIRs or that substantially increase the severity of a previously identified impact. If a “yes” answer is given and more severe impacts are specified, additional mitigations will be specified in the discussion section including a statement of impact status after mitigation.

Any New Circumstances Involving New or More Severe Impacts?: Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the project site or the vicinity (environmental setting) that have occurred subsequent to the certification of an EIR, which would result in the current project having significant impacts that were not considered or mitigated by that EIR or which substantially increase the severity of a previously identified impact.

Any New Information Requiring New Analysis or Verification?: Pursuant to Section 15162(a)(3) of the CEQA Guidelines, this column indicates whether new information is available requiring an update to the analysis of a previous EIR to verify that the environmental conclusions and mitigations remain valid. This also applies to any new regulations that might change the nature of analysis or the specifications of a mitigation measure. If additional analysis is conducted as part of this environmental impact comparison and the environmental conclusion remains the same, no new or additional mitigation is necessary. If the analysis indicates that a mitigation requires supplemental specifications, no additional environmental documentation is needed if it is found that the modified mitigation achieves a reduction in impact to the same level as originally intended.

Discussion: A discussion of the elements of the impact is provided for each impact statement in order to clarify the answers. The discussion provides information about the particular

environmental issue, how the project relates to the issue, and the status of any mitigation that may be required or that has already been implemented.

### **Mitigation Sections**

2008 EIR Mitigation Measures: Applicable mitigation measures from the 2008 EIR that apply to the changes or new information are referenced under each environmental category. The 2008 mitigation measures include a statement of impact status after mitigation (found in parenthesis).

Special Mitigation Measures: If changes or new information involve new or more severe impacts, special mitigations will be listed which will be included as project conditions to address those impacts.

### **Environmental Impact Comparison**

The following environmental factors were considered in determining if potential impacts from the current project would be *potentially greater* when compared to the 2008 Aviano Adult Community Project. It has been determined that the current project would not result in any greater impacts when compared to the 2008 Aviano Adult Community Project.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Aesthetics                   | <input type="checkbox"/> Agriculture and Forest Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources         | <input type="checkbox"/> Cultural Resources               | <input type="checkbox"/> Geology, Soils, and Seismicity     |
| <input type="checkbox"/> Climate Change               | <input type="checkbox"/> Hazards and Hazardous Materials  | <input type="checkbox"/> Hydrology and Storm Drainage       |
| <input type="checkbox"/> Land Use and Planning        | <input type="checkbox"/> Mineral Resources                | <input type="checkbox"/> Noise                              |
| <input type="checkbox"/> Population and Housing       | <input type="checkbox"/> Public Services                  | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Transportation & Circulation | <input type="checkbox"/> Utilities and Service Systems    | <input type="checkbox"/> Mandatory Findings of Significance |

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<b>A. Land Use and Planning Policy</b>					
(1) Divide an established community.	LS (p. 80)	No	No	N/A	<p>The physical division of an established community typically refers to the construction of a physical feature (such as interstate highway or railroad tracks) or removal of a means of access (such as a local road or bridge) that would impair mobility within an existing community, or between a community and outlying areas. Similar to the 2008 Aviano Adult Community Project, the current project would result in the development of residential uses on the undeveloped, vacant project site. The residential uses would not divide an established community in the vicinity of the project site. The current project would extend Hillcrest Avenue south to connect with a segment of Sand Creek Road, also to be developed as part of the current project. Sand Creek Road would eventually provide connections to Heidorn Ranch Road to the east, and Deer Valley Road to the west. In addition to providing access to the project site, project roadways would provide access to the planned Sports Complex and Antioch Unified School District (AUSD) Dozier/Libbey Medical High School, which currently is accessible by a paved road extending east from Deer Valley Road. The roadways would also contribute to access from the east to the Kaiser Medical Facility. Therefore, the current project would not divide an established community and would have a <i>less-than-significant</i> impact, similar to the 2008 Aviano Adult Community Project.</p>
(2) Compatibility with surrounding land uses.	LS (p. 81)	No	No	N/A	<p>Similar to the 2008 Aviano Adult Community Project, the current project would introduce residential uses onto the currently undeveloped project site. The southern portion of the site, south of the proposed segment of Sand Creek Road, would be used for detention basins, passive recreational use as part of the Sand Creek Regional Trail, and as a creek buffer and wildlife habitat area, all of which provide a transition from the more intensive uses to the north to the undeveloped open space areas south of Sand Creek. Similar to the 2008 Aviano Adult Community Project, residential uses developed as part of the current project would be compatible with the existing residential neighborhoods located north of the project site, and planned single-family</p>

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(3) Conflict with applicable land use plans.	LS (P. 82)	No	No	Yes (analysis shows that original environmental conclusion of LS remains the same)	<p>residential uses to the northwest and adjacent east (Vineyards at Sand Creek Project). Residential uses at the eastern portion of the site would be separated from existing agricultural lands (planned for future business park uses) by the proposed extension of Hillcrest Avenue, sidewalks on both sides of the roadway, and the associated median and roadway landscaping (an approximate total of 80 feet). The proposed roadways would generally be consistent with the development pattern envisioned by the General Plan and would not result in conflicts with existing land uses. Therefore, the current project would generally be compatible with existing and planned land uses within the vicinity and would have a <i>less-than-significant</i> impact on land use compatibility, similar to the 2008 Aviano Adult Community Project.</p> <p><i>Antioch General Plan</i>. Similar to the 2008 Aviano Adult Community Project, the current project would be generally consistent with General Plan land use-related goals, objectives, and policies that envision development on the site. It should be noted that the General Plan contains many policies, which may in some cases address different goals, and thus some policies may compete with each other. Housing within the Sand Creek Focus Area may consist of Single-Family Detached, Small-Lot Single-Family Detached, or Multi-Family Attached housing. Development of the project site with single-family housing would be consistent with the General Plan vision for development in this area of the City.</p> <p>The project site is designated for Low Density Residential, Multiple Family Residential, and Public/Quasi-Public land uses by the General Plan under the Sand Creek Focus Area. The Low Density Residential designation for the 137-acre northern portion of the project site permits a maximum of four dwelling units per gross developable acre (du/ac) on lots ranging from 7,000 to 10,000 square feet (sf). While the density is within the range in the General Plan, an amendment to the text of the General Plan would be required in order to allow small-lot single family residential uses (lots less than 7,000 sq ft) on-site. A portion of the project site, south of Sand Creek Road, is designated Multiple Family Residential and Public/Quasi-Public, the former of which</p>

A12

**Aviano Project Environmental Impacts Comparison**

<b>Impact</b>	<b>2008 EIR Conclusion</b>	<b>Do Proposed Changes Involve New or More Severe Impacts?</b>	<b>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</b>	<b>Any New Information Requiring New Analysis or Verification?</b>	<b>Discussion</b>
					<p>allows 20 du/ac, and the southernmost approximately 36 acres of the site are designated Hillside Estate, Executive Residential or Open Space, which allows one to two du/ac. Under the current project, the entire area south of the Sand Creek Road extension would be used for Open Space uses consistent with the proposal for the 2008 Aviano Adult Community Project. More specifically, the area immediately north of Sand Creek itself would be used for water quality basins and the area south of the Creek would remain in its current, open conditions. In total, approximately 802 residential units could be built on the project site under the existing land use designations, at a development density of 4.2 du/acre. Development of approximately 93 acres of the 189-acre project site with up to 533 single-family residential units, at an average density of approximately 2.8 du/acre, would be consistent with the development intensity envisioned for the project site.</p> <p>Policy 3.5.3.1 of the City's Growth Management Element of the General Plan includes performance standards for police staffing. According to the standard, the City strives to maintain a force level within a range of 1.2 to 1.5 officers, including community service officers assigned to community policing and prisoner custody details, per 1,000 population. However, the current Antioch Police Department (PD) staffing ratio is approximately 1.0, which is unacceptable. Although the staffing for the Antioch PD is unacceptable, staffing is not identified as a physical environmental impact. The need to build additional law enforcement facilities, which could cause further environmental impacts, is considered a physical environmental impact. The Antioch PD has a state of the art 67,000-square foot police facility located at 300 "L" Street, near the Marina. The police facility features an indoor firing range, weight training and exercise room, spacious locker rooms and a computer aided dispatch system and a new law enforcement facility is not needed to serve the needs of the proposed project's residents. Although the project would add population to the Antioch PD service area and the current staffing ratio is unacceptable, the proposed Development Agreement includes a special tax or other financing mechanism to fund additional officers needed</p>

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
					<p>to serve development.</p> <p>In addition, in November 2014, the City of Antioch residents passed Measure O, which became effective in December 2014. Measure O updates the existing business license tax ordinance and requires residential landlords to pay a per unit, per year tax for single-family dwelling units of \$250.00 and \$150.00 for multi-family rental units. The intent of Measure O is to provide General Fund revenue, which primarily funds the Antioch PD. Measure O is anticipated to increase funding for the Antioch PD for the purpose of expanding law enforcement facilities and hiring additional sworn officers. Due to the recently voter approved Measure O and the Development Agreement financing mechanism, the Antioch PD is anticipated to continue to serve the project site and provide law enforcement services to the new residents upon project buildout.</p> <p><i>Antioch Zoning Code.</i> The City of Antioch previously approved the 2008 Aviano Adult Community Project rezone from the Study district (S) to the Planned Development (PD) zoning district. The current project proposes to amend the PD district with respect to lot coverage and setbacks.</p> <p><i>Conclusion.</i> The recently approved Measure O and the proposed Development Agreement financing mechanism would ensure that the current project would have a <i>less-than-significant</i> impact related to compatibility with the performance standards for police services identified in the Antioch General Plan and the Antioch Zoning Code, similar to the 2008 Aviano Adult Community Project.</p>
<p><b>2008 EIR Mitigation Measures:</b> None required.</p>					
<p><b>Special Mitigation Measures:</b> None required.</p>					

AI4

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<b>B. Transportation and Circulation</b>					
(1) Near-Term Condition (2011) Plus Project intersection level of service impacts.	LS (p. 125)	No	No	Yes (see discussion above)	All study intersections function with acceptable standards in the Near-Term (2015) Plus Project condition, with the exception of the Sand Creek Road and Kaiser Way intersection. The aforementioned intersection operates at Level of Service (LOS) F in the AM peak hour in the Near-Term No Project condition. The Sand Creek Road and Kaiser Way intersection would operate below acceptable standards regardless of the current project. Although the intersection operates at LOS F without the project, the delay decreased with the addition of project trips and redistribution of school trips. Therefore, the current project would have a <i>less-than-significant</i> impact related to intersection LOS in the Near Term Plus Project condition, similar to the 2008 Aviano Adult Community Project.
(2) Cumulative (2025) Plus Project intersection level of service impacts.	LS (p. 125)	No	No	Yes (see discussion above)	All study intersections would function with acceptable standards in the Long-Term (2030) Plus Project condition. Therefore, the current project would have a <i>less-than-significant</i> impact related to intersection LOS in the Long-Term (2030) Plus Project condition, similar to the 2008 Aviano Adult Community Project.
(3) The Hillcrest Avenue/Lone Tree Way intersection would operate	LSM (p. 127)	No	No	Yes (see discussion above)	All study intersections would function with acceptable standards in the Long-Term (2030) and Long-Term (2030) Plus Project conditions. Therefore, the current project would have a <i>less-than-significant</i> impact related to LOS for the Hillcrest Avenue and Lone Tree Way intersection in the Long-Term (2030) and Long-Term (2030) Plus Project conditions.

A15



**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>below an acceptable level of service in 2025 independent of the current project. The addition of project traffic in the Cumulative (2025) Plus Project condition would exacerbate the unacceptable operation of this intersection.</p>					
<p>(4) The SB SR-4 Bypass/Lone Tree Way intersection would operate below an acceptable level of service in 2025 regardless of the current project. The addition of project traffic in the 20205</p>	<p>LSM (p. 128)</p>	<p>No</p>	<p>No</p>	<p>Yes (see discussion above)</p>	<p>All study intersections would function with acceptable standards in the Long-Term (2030) and Long-Term (2030) Plus Project conditions. Therefore, the current project would have a <i>less-than-significant</i> impact related to operation of the SB SR 4/Lone Tree Way intersection in the Long-Term (2030) and Long-Term (2030) Plus Project conditions.</p>

A16

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>plus project condition would further exacerbate the poor operation of this intersection.</p>					
<p>(5) The Hillcrest Avenue/Lone Tree Way intersection would have a northbound left turn queue that would spill out of the turn pocket in the Near-Term regardless of the current project. The addition of the project traffic would increase the queue by less than three vehicles.</p>	<p>LSM (p. 129)</p>	<p>No</p>	<p>No</p>	<p>Yes (see discussion above)</p>	<p>In the Near-Term Plus Project condition, the Lone Tree Way and Hillcrest Avenue intersection would have a westbound left turn queue of 559 feet, which extends beyond the 260 foot turn pocket by 290 feet during the PM peak hour. Without the project, the 150 foot queue would be fully contained in the 260 foot turn pocket in the PM peak. The project would create the entire 290 feet of the total queue exceeding the turn pocket in the PM peak; this would create at least one car length of the total queue exceeding the turn pocket, and the queue spilling out of the turn pocket is greater than one car in the PM peak hour. The City has improvements planned at this intersection which include the restriping of one of the westbound through lanes to be a left turn lane. This restriping would result in two westbound left turn lanes at the intersection. The improvement is anticipated to be completed by 2017, as part of a City overlay and restriping project before the proposed project would have an impact on this intersection. The improvement would reduce the queue to be contained in the left turn lane and, therefore, the impact would be <i>less than significant</i>.</p>
<p>(6) The Hillcrest Avenue/Lone Tree Way intersection would have</p>	<p>LSM (p. 129)</p>	<p>No</p>	<p>No</p>	<p>Yes (see discussion above)</p>	<p>In the Long Term (2030) Plus Project condition, the Lone Tree Way and Hillcrest Avenue intersection would have a westbound left turn queue of 359 feet, which extends beyond the 260 foot turn pocket by 99 feet during the PM peak hour. Without the project, the 150 foot queue would be fully contained in the 260 foot turn pocket in the PM peak hour. The current project would</p>

AD

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>westbound left and northbound left turn queues that would spill out of the turn pockets in 2025 regardless of the current project. The addition of project traffic would increase the westbound left turn queue by less than two vehicles and the northbound left turn queue by less than three vehicles.</p>	<p>LS (p. 129)</p>	<p>No</p>	<p>No</p>	<p>Yes (see discussion above)</p>	<p>create the entire 99 feet of the total queue exceeding the turn pocket in the PM peak hour. As noted above, the City has planned improvements at the Lone Tree Way and Hillcrest Avenue intersection. The City will restripe one of the westbound through lanes to be a left turn lane. This improvement would result in two westbound left turn lanes at the intersection. The improvement is anticipated to be completed by 2017, before the proposed project would have an impact on this intersection. The improvement would reduce the queue to be contained in the left turn lane and, therefore, the impact would be <i>less than significant</i>.</p>
<p>(7) Alteration of the delay index for any of the routes of regional significance under any of the scenarios.</p>	<p>LS (p. 129)</p>	<p>No</p>	<p>No</p>	<p>Yes (see discussion above)</p>	<p>The delay index (DI) is defined as the ratio between the peak congested travel time and the uncongested travel time along a roadway segment. Based on the Contra Costa Transportation Authority (CCTA) established criteria, Lone Tree Way, Hillcrest Avenue (north of Lone Tree Way), and Deer Valley Road are considered routes of regional significance within the current project area and would be subject to delay index analysis. In the Long-Term (2030) condition, Sand Creek Road will be extended from State Route (SR) 4 to Deer Valley Road and will become a route of regional significance. CCTA criteria do not have a threshold for DI and, therefore, the DI is used for comparison purposes only. Based on the analysis, all routes of regional significance will operate at a delay index of 2.3 or better. Therefore, the current project would have a <i>less-than-significant</i> impact related to the delay</p>

A18

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(8) Construction traffic.	LS (p. 130)	No	No	Yes (see discussion above)	<p>index for the routes of regional significance, similar to the 2008 Aviano Adult Community Project.</p> <p>Similar to the 2008 Aviano Adult Community Project, the day-to-day construction operations for the construction of the current project would include traffic impacts related to construction employees, site grading, construction material importation, and more. However, because construction activities generate significantly less traffic than the project would and because construction-related trips would occur partly outside of the peak hours, construction would not create additional impacts beyond those already identified in the 2008 EIR. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.</p>
(9) Transit operations.	LS (p. 130)	No	No	Yes (see discussion above)	<p>The City of Antioch General Plan has several policies established to help maximize the amount of transit usage that occurs within the City. The relevant policies include:</p> <ul style="list-style-type: none"> <li>• Preserve options for future transit use when designing roadway and highway improvements.</li> <li>• Include Tri-Delta Transit in the review of new development projects and require new developments to provide transit improvements in proportion to traffic demands created by the project. Transit improvements may include direct and paved access to transit stops, provision of bus turnout areas and bus shelters, and roadway geometric designs to accommodate bus traffic.</li> </ul> <p>Similar to the 2008 Aviano Adult Community Project, Routes 384 and 388 on the Tri Delta Transit System would be the closest routes available to persons traveling to and from the project neighborhood. The closest bus stop to the project is located at Kaiser Hospital. According to the 2000 U.S. Census, only 4.3 percent of Antioch residents use transit to travel to work. The percentage typically represents the highest level of transit ridership during the day. If five percent of the current project residents were assumed to use transit during the peak hours of the day, approximately eight passengers in the weekday AM</p>

**Aviano Project Environmental Impacts Comparison**

<b>Impact</b>	<b>2008 EIR Conclusion</b>	<b>Do Proposed Changes Involve New or More Severe Impacts?</b>	<b>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</b>	<b>Any New Information Requiring New Analysis or Verification?</b>	<b>Discussion</b>
<b>(10) Bicycle and pedestrian operations.</b>	LS (p. 131)	No	No	Yes (see discussion above)	<p>peak and nine in the weekday PM peak would make use of these buses, similar to the 2008 Aviano Adult Community Project. Data was not readily available for peak hour ridership levels on the Tri Delta Transit System, but during the morning and evening periods, the two routes operate every 30 to 60 minutes and observations indicate that sufficient capacity exists on the buses to accommodate the potential additional transit demand. Furthermore, dispersion of project-generated riders to the various bus routes would result in a minimal effect on transit capacity.</p> <p>Although transit stops or service adjacent to the project site does not currently exist, the service is anticipated to be extended in the future. Similar to the 2008 Aviano Adult Community Project, the current project would be required to provide bus turn outs on Hillcrest Avenue at the Project East Access intersection and on Sand Creek Road at the South Project Access intersection. The aforementioned improvements are included on the Tentative Map. The bus turn outs are to be located on the far side of each intersection. A bus turn out will also be provided on Sand Creek Road at the High School Access intersection. The addition of the bus stops would place most residents of the proposed development within ¼ mile walking distance of public transit.</p> <p>Based on the foregoing discussion, adequate capacity on existing transit routes would exist to accommodate the small number of project residents projected to use the local transit service in Antioch. The project complies with applicable General Plan policies related to transit in general with the exception of providing direct paved access to transit stops, which would be eliminated with installation of the bus turnouts on Hillcrest Avenue and Sand Creek Road. The project would have a <i>less-than-significant</i> impact on transit operations, similar to the 2008 Aviano Adult Community Project.</p> <p>Several Class II bike lanes currently exist in the vicinity of the project site on the following roadways: Canada Valley Road, Deer Valley Road, Prewett Ranch Drive, Marita Drive, and Hillcrest Avenue. Sand Creek Road and Heidorn Ranch Road are proposed to be Class II bicycle facilities in the</p>

AZO

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(II) At locations where the greenway path crosses the current project's	LSM (p. 134)	No	No	No	<p>The Mokelumne Trail (a Class I facility – i.e., completely separate from traffic travel lanes) runs parallel to Lone Tree Way. An inventory of pedestrian facilities at the project study intersections indicates that continuous sidewalk facilities exist at all existing project study intersections and that sidewalk facilities will be included when Hillcrest is extended south to Sand Creek and Sand Creek Road is extended from Deer Valley Road to the SR-4 Bypass/Sand Creek Road interchange. Similar to the 2008 Aviano Adult Community Project, sidewalks would be included on all streets within the project. In addition, the project would construct a segment of the Sand Creek regional trail along the Sand Creek buffer area, south of Sand Creek Road. The 12-foot wide paved pathway would provide pedestrian and bike access from the proposed residential neighborhood to the planned Sports Complex south of the site.</p> <p>Residents from the current project would be able to use the continuous sidewalk facilities in the neighborhood and along study area roadways. The residents would be able to conveniently walk to nearby destinations or access transit services. Pedestrian crosswalks are present on approaches at signalized intersections near the project site. Based on the foregoing discussion, the site is well connected to multiple existing bicycle and pedestrian facilities and capacity deficiencies are not anticipated for either of these systems within the project vicinity. Similar to the 2008 Aviano Adult Community Project, the current project complies with applicable General Plan policies related to bicycle and pedestrian access. Therefore, the current project would have a <i>less-than-significant</i> impact on bicycle and pedestrian operations, similar to the 2008 Aviano Adult Community Project.</p> <p>Although the updated TIS did not analyze impacts related to collisions specifically, the current project has a similar site plan as the 2008 Aviano Adult Community Project. As such, any potential for collision due to drivers not anticipating pedestrians and bicyclists crossing at greenway paths would be identical to the 2008 Aviano Adult Community Project. Therefore, Mitigation Measure TRANS-5 remains adequate in order to ensure that</p>

AZI

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>internal streets, there is increased potential for collision due to drivers not anticipating pedestrians and bicyclists crossing at those locations.</p>					<p>impacts related to potential collisions at greenway path crosses are <i>less than significant</i>.</p>
<p>(12) At locations where the greenway path abuts some cul-de-sacs and internal loop roads, residents are not able to directly access the greenway path and must take a circuitous route.</p>	<p>LSM (p. 134)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Although the updated TIS did not analyze impacts related to access to the greenway path specifically, the current project has a similar site plan as the 2008 Aviano Adult Community Project. As such, any potential impacts to site access for residents due to cul-de-sacs and internal loop roads would be identical to the 2008 Aviano Adult Community Project. Therefore, Mitigation Measure TRANS-6 remains adequate in order to ensure that impacts related to potential collisions at greenway path crosses are <i>less than significant</i>.</p>
<p><b>2008 EIR Mitigation Measures applicable to the proposed project:</b>  <b>TRANS-5:</b> Lighted crosswalks and flashing traffic signs are recommended to increase driver awareness of the crossing, slow traffic and thereby increase safety. The current project should be responsible for all of the mitigation costs associated with this measure. Adding the raised crosswalks and signage would reduce the impact to a less-than-significant level. (LTS)  <b>TRANS-6:</b> Direct access from the cul-de-sacs and loop streets should be provided to the path in harmony with the general plan policy to remove barriers for safe and convenient movement of pedestrians. The current project should be responsible for all of the mitigation costs associated with this measure. Adding additional access points to the greenway reduces the impact to a less-than-significant level. (LTS)</p>					

AZZ

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<b>Special Mitigation Measures:</b> None required.					
<b>C. Air Quality</b>					
(1) Clean Air Plan (CAP) consistency.	LS (p. 145)	No	No	No	<p>The Bay Area Air Quality Management District (BAAQMD) has prepared the 2005 Ozone Strategy for the San Francisco Bay Area as a roadmap to show how the region will continue to make progress toward meeting the State 1-hour ozone standard as expeditiously as practicable, and how the region will reduce transport of ozone and ozone precursors to neighboring areas.</p> <p>Similar to the 2008 Aviano Adult Community Project, the current project would locate new residential development on a parcel designated for residential use. The current project would be generally consistent with General Plan land use-related goals, objectives, and policies that envision development on the site. In this way, the current project is consistent with growth anticipated under the City's General Plan and falls within the population projections prepared by the Association of Bay Area Governments (ABAG). As a result, the project would not conflict with the Bay Area 2005 Ozone Strategy or create a cumulative air quality impact. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to CAP consistency. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.</p>
(2) Odor emissions.	LS (p. 145)	No	No	No	<p>Similar to the 2008 Aviano Adult Community Project, heavy-duty equipment in the project area during construction would emit odors. However, the construction activity would be short-term and would cease to occur after individual construction is completed. Other sources of objectionable odors have not been identified for the current project. The current project involves a change from age-restricted to non-age restricted and, therefore, the changes would not create new or more severe impacts related to odorous emissions. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.</p>

AZB



**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(3) Toxic Air Contaminants.	LS (p. 146)	No	No	No	<p>Similar to the 2008 Aviano Adult Community Project, implementation of the current project would not result in any new sources of Toxic Air Contaminants, and the project land uses would not be located near any existing major sources of Toxic Air Contaminants. The project would not have the potential to expose sensitive receptors or the general public to substantial levels of Toxic Air Contaminants. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to Toxic Air Contaminants. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.</p>
(4) Operational emissions – CO analysis.	LS (p. 146)	No	No	No	<p>The CO analysis performed for the study intersections in the 2008 EIR was completed for the 14 intersections in the project study area. The estimated CO concentrations for the 14 intersections were compared to the State CO standard (20 parts per million [ppm] for one-hour CO levels) and the federal CO standard (9 ppm for eight-hour CO levels). The 2008 EIR determined that all of the 14 intersections would be below the State and federal standards for all intersections in the near-term plus project condition.</p> <p>The CO concentrations at all of the 14 intersections were determined to be well below the State and federal CO thresholds and the additional traffic resulting from the current project would not substantially increase the CO emissions at the intersections. According to the 2008 EIR, the one-hour CO levels range from 3.5 ppm to 4.8 ppm, which are much lower than the State standard of 20 ppm. The eight-hour CO levels would range from 1.9 ppm to 2.8 ppm, which are much lower than the State standard of 9 ppm. Although the current project would result in greater projected trips than the 2008 Aviano Adult Community Project, the current project would not be expected to result in substantial levels of localized CO at surrounding intersections or generate localized concentrations of CO that would exceed State or federal standards. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.</p>
(5) Operational	LS	No	No	Yes	<p>Long-term air emission impacts would be those associated with changes in</p>

AZ4

**Aviano Project Environmental Impacts Comparison**

Impact emissions – regional emissions.	2008 EIR Conclusion (p. 146)	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
				(analysis shows that original environmental conclusion of LS remains the same)	<p>usage of the project site. Mobile source emissions would result from vehicle trips associated with the current project. The current project's emissions were quantified using the California Emissions Estimator Model (CalEEMod) software version 2013.2.2.<sup>1</sup> Results of the CalEEMod modeling are expressed in lbs/day for construction and operational emissions, and in tons/yr for cumulative emissions, which allows for comparison between the model results and the BAAQMD significance thresholds.<sup>2</sup></p> <p>The daily emissions increase associated with 2008 Aviano Adult Community Project and the current project's operational vehicular trip generation is identified in Table 1 for reactive organic gases (ROG) and nitrogen oxides (NO<sub>x</sub>) (two precursors of ozone) as well as coarse particulate matter (PM<sub>10</sub>) and fine particulate matter (PM<sub>2.5</sub>).</p>

**Table 1**

Unmitigated Project Operational Emissions			
Pollutant	2008 Project Emissions	2014 Project Emissions	BAAQMD Significance
			Would 2014

<sup>1</sup> CalEEMod is a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify air quality emissions, including GHG emissions, from land use projects. The model applies inherent default values for various land uses, including construction data, trip generation rates based on the Institute of Transportation Engineers (ITE) Manual, vehicle mix, trip length, average speed, etc. However, where project- or site-specific data was available, such data was input into the model (e.g., construction phases and timing).

<sup>2</sup> The BAAQMD was challenged in Alameda County Superior Court, and was ordered to set aside the thresholds and conduct CEQA review of the proposed thresholds. On August 13, 2013, the First District Court of Appeal reversed the trial court's decision striking down BAAQMD's CEQA thresholds of significance for GHG emissions. The Court of Appeal's held that CEQA does not require BAAQMD to prepare an EIR before adopting thresholds of significance to assist in the determination of whether air emissions of current projects might be deemed "significant." The Court of Appeal's decision provides the means by which BAAQMD may ultimately reinstate the GHG emissions thresholds, though the court's decision does not become immediately effective. It should be further noted that a petition for review has been filed; however, the court has limited its review to the following issue: Under what circumstances, if any, does CEQA require an analysis of how existing environmental conditions will impact future residents or users (receptors) of a current project? Ultimately, the thresholds of significance used to evaluate proposed developments are determined by the CEQA lead agency, which would be the City of Antioch for the current project. Per CEQA Guidelines Section 15064.7, the City has elected to use the BAAQMD's thresholds and methodology for this project, as they are based on substantial evidence and remain the most up-to-date, scientifically-based method available to evaluate air quality impacts. Thus, the BAAQMD's thresholds of significance are utilized for the following analysis.

A25

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion				
(6) Construction period activities during future development of the project site could generate significant dust, exhaust, and organic emissions.	LSM (p. 150)	No	No	Yes (analysis shows that original environmental conclusion of LSM remains the same)		60.47	44.51	54.0	No
						44.34	42.72	54.0	No
						44.12	26.28	82.0	No
						--	8.44	54.0	No
<i>Source: CalEEMod, July 2014.</i>									
Current project emissions shown in Table 1 would not exceed the BAAQMD thresholds of significance for ROG, NO <sub>x</sub> , PM <sub>10</sub> , and PM <sub>2.5</sub> , nor would the current project's emissions exceed the emissions projected for the 2008 project. Therefore, the current project would have a <i>less-than-significant</i> impact on regional air quality, similar to the 2008 Aviano Adult Community Project.									
Similar to the 2008 Aviano Adult Community Project, the current project would require excavation of soil from the site to prepare the site for development, which has a high potential for creating air pollutants. In addition to the dust created during site preparation for construction, substantial dust emissions could be created as debris and soil are loaded into trucks for disposal. Construction activities from vehicles and equipment would generate exhaust, fugitive particulate matter, and organic gas emissions that would also affect local air quality. Solvents in adhesives, non-water-base paints, thinners, and some insulating and caulking materials would evaporate into the atmosphere that would participate in the photochemical reaction that creates urban ozone. Similar to the 2008 Aviano Adult Community Project, asphalt used in paving is also a source of organic gases for a short time after its application. Effects of project-related construction activities would be increased dust and locally elevated levels of PM <sub>10</sub> downwind of construction activity. Construction dust would be generated at levels that would create an annoyance to nearby properties. In addition to particulate emissions from earthmoving, air pollutants also would be emitted in the exhaust of construction equipment. Utilizing CalEEMod, the current project's									

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
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construction-related criteria air pollutant emissions were estimated and are presented in Table 2 below.

**Table 2**  
**Maximum Mitigated Project Construction Emissions**

Pollutant	Project Emissions (lbs/day)	BAAQMD Significance Threshold (lbs/day)	Exceed?
ROG	48.72	54.0	No
NO <sub>x</sub>	26.04	54.0	No
PM <sub>10</sub>	3.43	82.0	No
PM <sub>2.5</sub>	7.18	54.0	No

*Source: CalEEMod, July 2014.*

It should be noted that the BAAQMD requirement regarding architectural coating volatile organic compound (VOC) content limits was used to calculate the emissions for the current project. In addition, in accordance with Mitigation Measure AIR-1 proposed in the 2008 EIR, Tier 2 engines were applied to all off-road equipment used in construction. Furthermore, diesel oxidation catalysts were applied to all off-road equipment with an assumed reduction of 20 percent.<sup>3</sup> The 2008 Aviano Adult Community Project construction emissions were not quantified in the 2008 EIR given the then-current BAAQMD guidance for construction emissions; therefore, the 2008 construction emissions are not included in Table 2.

As shown in the table, the current project's construction-related ROG, NO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> emissions would be below the applicable thresholds of significance. It should be noted that the project is required to comply with all

<sup>3</sup> Diesel oxidation catalyst (DOC) reduces the emissions of particulate matter (PM), carbon monoxide (CO) and gaseous reactive organic gas (ROG) from diesel engines by catalytic oxidation. The technology is only effective on the soluble organic fraction of diesel PM, and therefore the overall reduction that can be achieved by a DOC is limited—the range of reduction is typically between 10 to 30 percent (Khair, 1999).

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(7) Project's criteria pollutants and public health.	LS (p. 151)	No	No	No	<p>BAAQMD rules and regulations for construction, including implementation of the BAAQMD's recommended Basic Construction Mitigation Measures. The Basic Construction Mitigation Measures include, but are not limited to, watering exposed surfaces, covering all haul truck loads, removing all visible mud or dirt track-out, limiting vehicle speeds on unpaved roads, and minimizing idling time.</p> <p>The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to air quality. Similar to the 2008 Aviano Adult Community Project, Mitigation Measure AIR-1 remains adequate in order to ensure that impacts related to construction-related emissions are <i>less than significant</i>.</p> <p>The 2008 EIR determined that the Aviano Farms Project would have a less-than-significant impact related to criteria pollutants and public health because of the overall improvement trend on air quality in the air basin. The project-specific analysis included in the 2008 EIR shows that emissions from the 2008 Aviano Adult Community Project would not worsen regional air quality or increase health risks in the area due to criteria pollutants.</p> <p>As shown in the project specific analysis above, the current project would not contribute significant regional emissions or create localized CO hot spots. Therefore, the current project would not be expected to result in substantial levels of localized CO at surrounding intersections or generate localized concentrations of CO that would exceed standards. Furthermore, because the current project would not exceed the applicable threshold of significance for construction-related emissions, the project could not violate construction-related air quality standards or contribute to the area's nonattainment status of ozone. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to criteria pollutants and air quality. Overall, the current project would result in a <i>less-than-significant</i> impact related to criteria pollutants and public health, similar to the 2008 Aviano Adult Community</p>

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
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**2008 EIR Mitigation Measures:**  
**AIR-1:** Consistent with guidance from the BAAQMD, the following controls shall be implemented at all construction sites for the project to control dust production and fugitive dust.

- Water all active construction areas at least twice daily and more often during windy periods; active areas adjacent to existing sensitive land uses shall be kept damp at all times, or shall be treated with non-toxic stabilizers to control dust;
- Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard;
- Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites; Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites;
- Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets;
- Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more);
- Enclose, cover, water twice daily or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.);
- Limit traffic speeds on unpaved roads to 15 mph;
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways;
- Replant vegetation in disturbed areas as quickly as possible;
- On-site idling of construction equipment shall be minimized as much as feasible (no more than 5 minutes maximum);
- All construction equipment shall be properly tuned and fitted with manufacturer's standard level exhaust controls;
- Contractors shall consider using alternative powered construction equipment (i.e., hybrid, compressed natural gas, biodiesel, electric) when feasible;
- Contractors shall use add-on control devices such as diesel oxidation catalysts or particulate filters; and
- All contractors shall use equipment that meets California Air Resources Board's (ARB) most recent certification standard for off-road heavy duty diesel engines. (LTS)

**Special Mitigation Measures:** None required.

**D. Noise**

An updated Noise Analysis was prepared by j.c. Brennan & Associates in 2014 for the currently proposed project. The updated Noise Analysis evaluated changes in ambient noise levels in the vicinity of the project site since 2008, and the traffic noise level effects resulting from a non-age restricted project as compared to the original age-restricted project evaluated in the 2008 EIR.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(1) Existing railroad noise impacts.	LS (p. 160)	No	No	No	The Southern Pacific Railroad line passes approximately two miles to the east of the current project site. Due to the distance and location of the railroad line from the site, the 2008 EIR determined that ambient noise levels on the project site are not significantly affected by railroad operations. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to railroad noise. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.
(2) Existing aircraft noise impacts.	LS (p. 160)	No	No	No	Byron Airport is located approximately nine miles southeast of the project site. Buchanan Field Airport is located approximately 15 miles west of the project site. Rio Vista Municipal Airport is located approximately 18 miles to the north of the project site. Travis Air Force Base is located approximately 22 miles to the northwest of the project site. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to aircraft noise. Due to the project site's distance from and the flight path orientation of these airports, the noise effect from aircraft noise sources is <i>less than significant</i> for the project site in terms of 24 hour averaged noise levels such as CNEL or L <sub>den</sub> , similar to the 2008 Aviano Adult Community Project.
(3) Construction period activities could create significant short-term noise impacts on existing residential properties and on buildings that would become occupied within	LSM (p. 160)	No	No	Yes (analysis shows that original environmental conclusion of LSM remains the same)	The 2008 EIR concluded that impacts related to construction activities on existing residential properties would be less than significant with implementation of Mitigation Measures NOISE-1a through 1e. The current project would not generate new or more severe noise impacts associated with construction activities as compared to the 2008 Aviano Adult Community Project. In addition, out of an abundance of caution, j.c. Brennan & Associates recommends having a disturbance coordinator during project construction. Therefore, Mitigation Measures NOISE-1a through NOISE-1e remain adequate in order to ensure that impacts related to potential construction period noise impacts are <i>less than significant</i> . In addition, the updated Environmental Noise Analysis completed by j.c. Brennan & Associates suggests further mitigation related to construction noise for the current project. The additional mitigation measure (Mitigation Measure NOISE-1f) is

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
the project site before completion of the entire project.					provided under the "Special Mitigation Measures" section below.
(4) Local traffic would generate long-term exterior noise exceeding normally acceptable levels on the project site and could expose site uses to unacceptable noise levels.	LSM (p. 162)	No	No	Yes (analysis shows that original environmental conclusion of LSM remains the same)	<p><i>Exterior Traffic Noise Level Impacts</i></p> <p>The Federal Highway Administration (FHWA) highway traffic noise prediction model (FHWA RD-77-108) was used to predict Cumulative Plus Project traffic noise levels at the proposed residential land uses associated with the project. The model is based upon the Calveno reference noise emission factors for automobiles, medium trucks, and heavy trucks, with consideration given to vehicle volume, speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the site. The FHWA model was developed to predict hourly <math>L_{eq}</math> values for free-flowing traffic conditions. Traffic volumes for existing conditions were obtained from the traffic study prepared for the project. Truck percentages and vehicle speeds on the local area roadways were estimated from field observations.</p> <p>Table 3 shows the predicted traffic noise levels at the proposed residential uses adjacent to the major project-area arterial roadways. Table 3 also indicates the property line noise barrier heights required to achieve compliance with an exterior noise level standard of 60 dB CNEL.</p>

**Table 3  
Transportation Noise Levels at Proposed Residential Uses**

Noise Source	Receptor Description	Approx. Distance to Center of Outdoor Activity Area (feet)	Average Daily Trips	Predicted Noise Levels (dB CNEL <sup>2</sup> )
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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion					
					Traffic Noise		No Wall	6-foot Wall		
					Hillcrest Avenue	Prewett Ranch Drive to East Entrance	75	7,588	63	58
					Hillcrest Avenue	East Entrance to Sand Creek Road	75	6,400	62	57
					Sand Creek Road	Hillcrest Avenue to South Entrance	75	7,663	63	58
					Sand Creek Road	South Entrance to Future School Access	75	5,938	62	57

<sup>1</sup> Setback distances are measured in feet from the centerlines of the roadways to the center of residential backyards.  
<sup>2</sup> The modeled noise barriers assume flat site conditions where roadway elevations, base of wall elevations, and building pad elevations are approximately equivalent.  
 Source: *j.c. breman & associates, Inc. 2014*

The modeled noise barriers assume flat site conditions where roadway elevations, base of wall elevations, and building pad elevations are approximately equivalent. The Table 3 data indicate that noise barriers six-foot in height would be required to reduce exterior noise levels to 60 dB CNEL or less at the sensitive receptors located closest to Hillcrest Avenue and Sand Creek Road. Because grading plans are not currently available, noise barrier height and placement should be reviewed when such plans are available.

In contrast, the 2008 EIR noise analysis determined that a sound wall of 8 feet in height along Hillcrest Avenue, and a sound wall of 8 feet in height along Sand Creek Road, would reduce traffic noise levels to within the City's acceptable range of 60 dBA CNEL for new residential outdoor activity areas.

ABZ

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
					<p>These sound wall heights are measured in feet above the finished roadway elevation. As a result, Mitigation Measures NOISE-2a and 2b of the 2008 EIR require modifications to specify that the 2014 Noise Analysis has determined that a 6-foot tall sound wall would be adequate to reduce noise levels experienced at the project residences to a level below the City's exterior noise standard of 60 dB. The modified NOISE-2a and 2b measures have been included in the <i>Special Mitigation Measures</i> section below.</p> <p>In conclusion, with implementation of NOISE-2a and 2b (as modified), the currently proposed project would not result in a new or more severe exterior traffic noise impact than that which was identified in the 2008 EIR.</p> <p><i>Interior Noise Impacts</i></p> <p>Modern construction typically provides a 25 dB exterior-to-interior noise level reduction with windows closed. Therefore, sensitive receptors exposed to exterior noise of 70 dB CNEL, or less, will typically comply with the City's 45 dB CNEL interior noise level standard. Additional noise reduction measures, such as acoustically-rated windows are generally required for exterior noise levels exceeding 70 dB CNEL.</p> <p>Based upon the analysis shown in Table 3, the predicted noise levels will not exceed 60 dBA CNEL at the first floor facades, which are either shielded by existing residential buildings on the east, or sound walls along Hillcrest Avenue and Sand Creek Road. Second floor facades along Hillcrest Avenue and Sand Creek Road will be less than 65 dBA CNEL. Therefore, typical interior noise levels are expected to be less than 40 dBA CNEL, and will comply with the interior noise level standard of 45 dBA CNEL.</p> <p>Notwithstanding this, j.c. Brennan has recommended a mitigation measure to require mechanical ventilation in all residential uses in order to allow residents to keep doors and windows closed. The additional mitigation</p>

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
					<p>measure (NOISE-2c) is provided under the "Special Mitigation Measures" section below.</p> <p>In conclusion, with implementation of NOISE-2c, the currently proposed project would not result in a new or more severe interior traffic noise impact than that which was identified in the 2008 EIR.</p>
					<p><b>2008 EIR Mitigation Measures:</b></p> <p><u>NOISE-1a:</u> The construction contractor shall limit all noise producing construction related activities, including haul truck deliveries or warming up and idling of heavy construction equipment, to the hours of 8:00 a.m. to 5:00 p.m. on weekdays. On Saturdays, noise producing construction activities shall be limited to 9:00 a.m. to 5:00 p.m., irrespective of the distance from occupied dwellings. No construction shall be allowed on Sundays and public holidays. All weekend noise producing construction activity is subject to approval by the City Engineer.</p> <p><u>NOISE-1b:</u> During all project site excavation and on-site gradings, the construction contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.</p> <p><u>NOISE-1c:</u> The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.</p> <p><u>NOISE-1d:</u> The construction contractor shall locate equipment staging in areas that will create the greatest possible distance between construction related noise sources and noise-sensitive receptors nearest the project site during all project construction.</p> <p><u>NOISE-1e:</u> The construction contractor shall use temporary noise attenuation fences at least 6 feet in height to protect all sensitive receptors along the northern property line that are not currently protected by a sound wall of at least 6 feet in height. (LTS)</p> <p><b>Special Mitigation Measures:</b></p> <p><u>NOISE-1f:</u> Designate a disturbance coordinator and conspicuously post this person's number around the project site and in adjacent public spaces. The disturbance coordinator will receive all public complaints about construction noise disturbances and will be responsible for determining the cause of the complaint, and implement any feasible measures to be taken to alleviate the problem. (LTS)</p> <p><u>NOISE-2a:</u> A sound wall barrier at least 6-foot-high (relative to the building pad elevation) shall be constructed along the project property line adjacent to Hillcrest Avenue to reduce traffic noise impacts to a less-than-significant level. The sound wall should be of solid construction without gaps (including at the bottom), and have a minimum surface weight of 4 pounds per square foot.</p>

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**Aviano Project Environmental Impacts Comparison**

<b>Impact</b>	<b>2008 EIR Conclusion</b>	<b>Do Proposed Changes Involve New or More Severe Impacts?</b>	<b>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</b>	<b>Any New Information Requiring New Analysis or Verification?</b>	<b>Discussion</b>
<p><b>NOISE-2b:</b> A sound wall barrier at least 6-foot-high (relative to the building pad elevation) shall be constructed along the project property line adjacent to Sand Creek Road to reduce traffic noise impacts to a less-than- significant level. The sound wall should be of solid construction without gaps (including at the bottom), and have a minimum surface weight of 4 pounds per square foot. (LTS)</p>		No	No		<p><b>NOISE-2c:</b> Mechanical ventilation shall be installed in all residential uses to allow residents to keep doors and windows closed, as desired for acoustical isolation. This requirement shall be shown on building plans prior to issuance of any building permit as verified by the Chief Building Official. (LTS)</p>
<b>E. Cultural and Paleontological Resources</b>					
<p><b>(1) Site preparation, grading, and construction activities could adversely impact subsurface historic resources at site CA-CCO-682H.</b></p>	<p>LSM (p. 174)</p>	No	No	No	<p>According to the 2008 EIR, site CA-CCO-682H is partially located within the off-site Sand Creek Road (east) corridor. The site is described as a historic ranching outpost with five habitation-associated features consisting of an earthen loading ramp, a metal water tank made from an old truck bed, a kidney-shaped depression representing a possible foundation, a circular cistern, and a barbed-wire fence enclosure surrounding a well. Due to the potential for subsurface historic deposits that may produce information important to early development of the area on a local scale, ground disturbing activities could adversely impact site CA-CCO-682H. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts. Therefore, Mitigation Measure CULT-1 remains adequate in order to ensure that impacts related to CA-CCO-682-H are <i>less than significant</i>.</p> <p>Due to the proximity of recorded archeological sites, the potential exists for unknown archeological resources to occur on the project site. A review of the Sacred Lands File by the Native American Heritage Commission (November 1, 2006) did not identify any Native American cultural resources within the vicinity of the project area; however, the potential exists for undiscovered Native American resources to occur within the project area. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to archaeological resources. Therefore, Mitigation Measure CULT-2 remains adequate in order to ensure that impacts related to archaeological resources are <i>less than significant</i>.</p>
<p><b>(2) Site preparation, grading, and construction activities could adversely impact previously undiscovered archaeological resources.</b></p>	<p>LSM (p. 175)</p>	No	No	No	

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(3) Impacts to previously undiscovered paleontological resources.	LSM (p. 175)	No	No	No	Unique geologic features are not located within the project area. Although six fossil localities are located within four miles of the project area, none were identified within the same geologic setting as the project area. However, the possibility that construction activities could impact paleontological resources within the Pleistocene alluvium still exists. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to paleontological resources. Therefore, Mitigation Measure CULT-3 remains adequate in order to ensure that impacts related to paleontological resources are <i>less than significant</i> .
(4) Disturbance of human remains, including those interred outside of formal cemeteries.	LSM (p. 176)	No	No	No	The potential to uncover Native American human remains exists in locations throughout California. Although not anticipated, human remains may be identified during site-preparation and grading activities, resulting in a significant impact to Native American cultural resources. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to human remains. Therefore, Mitigation Measure CULT-4 remains adequate in order to ensure that impacts related to the disturbance of human remains are <i>less than significant</i> .

**2008 EIR Mitigation Measures:**

CULT-1: If feasible, the site shall be avoided. If avoidance is not feasible, an Archaeological Research Design and Testing Plan (ARDTP) shall be developed. Once the ARDTP is reviewed and approved by the City of Antioch, and testing is completed, a report shall be prepared detailing the methods and results, and the site shall be evaluated using the California Register of Historic Resources eligibility criteria. The report shall be submitted to the project applicant, the City of Antioch, and the Northwest Information Center (NWIC). If the site appears to be ineligible for the California Register, project construction activity within the area of the site may begin. If the site is found to be potentially eligible, a Cultural Resources Treatment Plan (CRTP) shall be developed to mitigate project effects. Once the program is approved by the City, and the work completed, project construction activities within the site area can begin. A Cultural Resources Treatment Report (CRTR) shall be prepared and submitted to the project applicant and the City for review and comment. Final copies of the CRTR shall be submitted to the project applicant, the City of Antioch, and the NWIC. (LTS)

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
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**CULT-2:** If deposits of prehistoric or historic archeological materials<sup>4</sup> are encountered during project activities, all work within 25 feet of the discovery shall be redirected and a qualified archeologist shall be contacted to assess the deposit finds and make recommendations. While deposits of prehistoric or historic archeological materials should be avoided by project activities, if the deposits cannot be avoided, they shall be evaluated for their California Register eligibility. If the deposits are not eligible for the California Register, avoidance is not necessary. If the deposits are eligible for the California Register, they shall be avoided. If avoidance is not feasible, project impacts shall be mitigated in accordance with the recommendations of the evaluating archaeologist and CEQA Guidelines §15126.4 (b)(3)(C), which requires implementation of a data recovery plan and avoidance of human remains. Upon completion of the archaeologist's assessment, the archaeologist shall prepare a report documenting the methods and results, and provide recommendations for the treatment of the discovered archaeological materials. The report shall be submitted to the project applicant, the City of Antioch, and the Northwest Information Center (NWIC). Once the report is reviewed and approved by the City, and any appropriate resource recovery completed, project construction activity within the area of the find may resume. (LTS)

**CULT-3:** If paleontological resources<sup>5</sup> are encountered during site preparation or grading activities, all work within 25 feet of the discovery shall be redirected until a qualified paleontologist has assessed the discoveries and made recommendations. If the paleontological resources are found to be significant, adverse effects to such resources shall be avoided by project activities. If project activities cannot avoid the resources, the adverse effects shall be mitigated. Mitigation shall include data recovery and analysis, preparation of a final report, and the formal transmission or delivery of any fossil material recovered to a paleontological repository, such as the University of California Museum of Paleontology (UCMP). Upon completion of recovery activities, a final report documenting methods and findings of the mitigation shall be prepared and submitted to the project applicant, the City of Antioch, and a suitable paleontological repository. Once the final report is reviewed and approved by the City, project construction activity within the area of the find may resume. (LTS)

**CULT-4:** If human remains are encountered, work within 25 feet of the discovery shall be redirected and the Contra Costa County Coroner notified immediately. At the same time, an archaeologist shall be contacted to assess the situation and consult with the appropriate agencies. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report shall be submitted to the project applicant, the City of Antioch, and the Northwest Information Center. Once the

<sup>4</sup> Prehistoric materials include flaked-stone tools (e.g. projectile points, knives, choppers) or obsidian, chert, or quartzite toolmaking debris; culturally darkened soil (i.e., midden soil often containing heat affected rock, ash and charcoal, shellfish remains, and cultural materials); and stone milling equipment (e.g., mortars, pestles, handstones). Historical materials can include wood, stone, concrete, or adobe footings, walls and other structural remains; debris-filled wells or privies; and deposits of wood, glass, ceramics, and other refuse.

<sup>5</sup> Paleontological resources include fossil plants and animals, and evidence of past life such as trace fossils and tracks. Ancient marine sediments may contain invertebrate fossils such as snails, clam and oyster shells, sponges, and protozoa; and vertebrate fossils such as fish, whale, and sea lion bones. Vertebrate land mammals may include bones of mammoth, camel, saber tooth cat, horse, and bison. Paleontological resources may also include plant imprints, petrified wood, and animal tracks.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>report is reviewed and approved by the City, and any appropriate treatment completed, project construction activity within the area of the find may resume. (LTS)</p>					
<p><b>Special Mitigation Measures:</b> None required.</p>					
<p align="center"><b>F. Geology, Soils, and Seismicity</b></p>					
<p>(1) Fault rupture at the project site.</p>	<p>LS (p. 189)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Active faults which pose a hazard for surface rupture have not been mapped across the current project and no portion of the current project is located within an Alquist-Priolo Earthquake Fault Zone. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to fault rupture. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.</p>
<p>(2) Landslide hazards at the project site.</p>	<p>LS (p. 189)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>The U.S. Geological Survey (USGS) maps the hillsides south of Sand Creek as Category 3: "generally to marginally stable" or Category 5: "unstable". The site-specific investigation has mapped a landslide on the northwest face of the hills south of Sand Creek. The area south of Sand Creek is not proposed for development as a part of the current project; however, the Sand Creek Focus Area of the General Plan designates the site for development. If a project is eventually developed south of Sand Creek, the issue of slope stability and determination of the appropriate level of environmental review under CEQA would need to be addressed at that time. Similar to the 2008 Aviano Adult Community Project, the portion of the current project to be developed north of Sand Creek is not subject to landslide hazards. The current project is not located on an unstable geologic unit, which if developed would be subject to, or contribute to, on- or off-site fault rupture, liquefaction, or lateral spreading. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to landslide hazards. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.</p>
<p>(3) Loss of known mineral resources.</p>	<p>LS (p. 189)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Implementation of the current project would not result in the loss of known mineral resources; as noted in the 2008 EIR, the project area is classified MRZ-1, "areas where available geologic information indicates that little</p>

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(4) Seismically-induced ground shaking at the project site could result in injuries, fatalities, and property damage.	LSM (p. 190)	No	No	No	<p>likelihood exists for the presence of significant mineral resources.”<sup>6</sup> USGS mapping does not indicate any present or historical mines at the project site.<sup>7</sup> The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to mineral resources. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.</p> <p>The site-specific geotechnical feasibility investigation notes that the site is situated in the vicinity of the Mt. Diablo thrust fault, the Great Valley 5 fault, the Greenville fault, and the Concord-Green Valley fault. Because of the proximity to active faults, the project site, including the off-site areas, will likely be subjected to strong ground shaking from at least one moderate to severe earthquake during the life span of the project. The geotechnical feasibility investigation recommends that a final design-level geotechnical investigation be prepared that would provide detailed recommendations on specific design and site layout parameters.</p> <p>The adverse impacts of seismically-generated ground shaking on potential development infrastructure, structures, and people can be reduced to acceptable levels by completing the project seismic design and construction in conformance with, or by exceeding, current best standards for earthquake resistant construction per the California Building Code (CBC) as adopted and amended for the City of Antioch Building Code.<sup>8</sup> Appropriate grading and design elements prepared by a Certified Engineering Geologist or Geotechnical Engineer would also help reduce the potential impact to areas that have undergone extensive grading and are prone to the secondary effects of ground shaking, such as differential settlement or liquefaction. However, in the event of a major earthquake, some structural damage is likely to occur to some residences/structures and infrastructure. The current project involves a</p>

<sup>6</sup> California Department of Conservation, 1987. Mineral Land Classification Special Report 146-II, updated with CDMG OFR 96-03, 1996.

<sup>7</sup> U.S. Geological Survey, 2007. *Mineral Resources On-Line Spatial Data*. Website: [mrd.data.usgs.gov/index.html](http://mrd.data.usgs.gov/index.html).

<sup>8</sup> City of Antioch Municipal Code, Title 8: Building Regulations, Chapter 1: Building Code.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(5) Differential settlement at the project site could result in damage to project buildings and other improvements.	LSM (p. 191)	No	No	No	<p>change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to seismically-induced ground shaking as the current project would be required to comply with the CBC. Therefore, Mitigation Measure GEO-1 remains adequate in order to ensure that impacts related to ground shaking are <i>less than significant</i>.</p> <p>Grading of the project site, including off-site areas, in preparation for construction of buildings and utilities may result in areas of cut and fill. Fills of different thickness and fills adjacent to cut areas could create the potential for differential settlement. Construction on un-compacted and loose fill, if present, on the site would be subject to varying rates of settlement. If the settlement is not uniform, structural damage could occur. Buried utilities may also experience differential settlement along their alignments.</p> <p>The site-specific geotechnical feasibility investigation for the project site notes that undocumented artificial fill containing concrete rubble was placed along the eastern and northern property lines, and that in general, existing fill not removed by design cut should be over-excavated entirely and replaced with engineered fill. The geotechnical feasibility investigation recommends that a final design-level geotechnical investigation be prepared that would address these issues based on specific design and site layout parameters to be finalized as the part of the development process. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to differential settlement. Therefore, Mitigation Measure GEO-2 remains adequate in order to ensure that impacts related to differential settlement are <i>less than significant</i>.</p>

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(6) Damage to structures or property could result from expansive or corrosive soils.	LSM (p. 192)	No	No	No	Similar to the 2008 Aviano Adult Community Project site, soils underlying the project site have been identified as having a high shrink/swell potential. <sup>9</sup> Structural damage of buildings or rupture of utilities may occur if the potentially expansive soils were not considered in the design and construction of the current project. The site-specific geotechnical feasibility investigation for the project site notes that to reduce the adverse effects of on-site surface soils with high expansion potential, post-tensioned concrete slab foundations should be considered. The investigation also noted that at the early stage of planning, determining what the actual foundations supporting materials can be difficult. The report recommended that additional study be carried out at the design-stage and, at that time, the geotechnical parameters for foundation design can be provided based on the soils conditions at different areas within the project site. The geotechnical feasibility investigation recommends that a final design-level geotechnical investigation be prepared that would provide detailed recommendations on specific design and site layout parameters. Therefore, Mitigation Measure GEO-3 remains adequate in order to ensure that impacts related to expansive or corrosive soils are <i>less than significant</i> .
(7) The presence of improperly abandoned soil or gas wells at the project site could result in instability of surface soils.	LSM (p. 193)	No	No	No	The current project is located within the Brentwood Oil and Gas Field. Approximately eight wells are located within the project site area but all are mapped as plugged and capped by the State. <sup>10</sup> If any of the wells have not been properly capped and are exposed during grading, the wells could cause caving hazards and/or undermine project improvements. The City of Antioch General Plan states that the locations of all oil or gas wells on proposed development sites shall be identified on development plans including those of off-site improvements. Project sponsors of development containing existing or former oil or gas wells shall submit documentation demonstrating that all abandoned wells have been properly abandoned pursuant to the requirements of the California Department of Conservation, Oil, Gas, and Geothermal Resources Division. The site-specific geotechnical feasibility investigation

<sup>9</sup> Natural Resource Conservation Service, 2008. op. cit.

<sup>10</sup> California Department of Conservation, 2006. Oil and Gas Well Map 608, Division of Oil, Gas and Geothermal Resources.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p><b>(8) Personal injury could result during construction due to inadequately shored walls in trenches and excavations.</b></p>	<p>L-SM (p. 193)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>does not make recommendations regarding the potential presence of oil or gas wells at the project site. A final design-level geotechnical investigation would address the issue based on specific design and site layout parameters to be finalized as the part of the development process. Due to the nature of the current project (i.e., non-age restricted compared to age-restricted), the current project would require the same mitigation measures identified in the 2008 EIR (Mitigation Measure GEO-4) in order to ensure that impacts related to abandoned soil or gas wells are <i>less than significant</i>.</p> <p>The California Division of Occupational Safety and Health (DOSH) (which acts to protect workers from safety hazards through the California OSHA (Cal/OSHA)) issues guidelines and regulations regarding worker safety and shoring methods for trenches and excavations.<sup>11</sup> As previously discussed, soils in the project vicinity have a low potential for liquefaction, lateral spreading or landslide. However, based on NRCS mapping, the Capay and Altamont clays like those found on the project site have a high potential for caving at excavations and trenches. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to personal injury during construction. Therefore, Mitigation Measure GEO-5 remains adequate in order ensure impacts related to inadequately shored walls in trenches and excavation are <i>less than significant</i>.</p>
<p><b>2008 EIR Mitigation Measures:</b></p> <p><b>GEO-1:</b> Project design and construction shall be in conformance with, or exceed, current best standards for earthquake resistant construction in accordance with the California Building Code, applicable local codes, and in accordance with the generally accepted standards of geotechnical practice for seismic design in Northern California. In addition, project design for on- and off-site project elements shall follow the recommendations of a site-specific design-level geotechnical investigation report to be prepared by a Certified Engineering Geologist or Geotechnical Engineer. The City Engineer shall approve all final design and engineering plans. (LTS)</p> <p><b>GEO-2:</b> A site-specific design-level geotechnical investigation report for on- and off-site project elements shall be prepared by a licensed professional and submitted to the City Engineer for review and approval. The report shall include specific recommendations for mitigating potential settlement associated with native soil/fill boundaries and areas of different fill thickness, if any. The report shall specifically address treatment of test pit areas and trenches to ensure that differential settlement will not occur in those areas. (LTS)</p>					

<sup>11</sup> Title 8, California Code of Regulations, Sections 1539-1.543. Construction Safety Orders can be reviewed at: [www.dir.ca.gov/Title8/sub4.html](http://www.dir.ca.gov/Title8/sub4.html).

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
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**GEO-3:** A site-specific design-level geotechnical investigation report for both on- and off-site project elements, prepared by a licensed professional, shall be prepared. The report shall include recommendations for foundations and improvements, including sidewalks, paved paths, parking lots, and subsurface utilities, considering expansive soil conditions. Measures shall be incorporated into the report to ensure that potential damage due to shrink/ swell potential of soils is minimized. Corrective measures, as recommended by a licensed professional, may include removal and replacement of problematic soils with engineered and compacted fill, proper drainage design, or design and construction of improvements to withstand the forces exerted by expected shrink/ swell cycles. The report shall be submitted to the City Engineer for review and approval.

In addition, the design-level geotechnical study shall include an evaluation of the potential for corrosive soils. If the study results indicate corrosive soil conditions, appropriate measures to mitigate these conditions shall be incorporated into the design of project improvements that may come into contact with site soils. Wherever corrosive soils are found in sufficient concentrations, recommendations shall be made to protect iron, steel, metal, and concrete from long-term deterioration caused by contact with corrosive on-site soils. In general, these recommendations are expected to include, but not be limited to, the following provisions:

- Protect buried iron, steel, cast iron, ductile iron, galvanized steel, and dielectric coated steel or iron (including all buried metallic pressure piping) against corrosion from soil.
  - Protect buried metal and cement structures in contact with earth surfaces from chloride ion concentrations.
  - Use sulfate-resistant concrete mix for all concrete in contact with the ground.
  - Consult a corrosion expert during the project's detailed design phase to design the most effective corrosion protection.
- All design criteria and specifications set forth in the site-specific design-level geotechnical investigation report shall be implemented to reduce impacts associated with problematic soils to a less-than-significant level. (LTS)

**GEO-4:** Research and verification of closure records, as well as physical verification of well closure and capping shall be completed during preparation of the site-specific design-level geotechnical investigation report for on- and off-site project elements. Any improperly abandoned wells within the project boundaries shall be brought into compliance with the requirements of California Department of Conservation and City of Antioch. The report shall be submitted to the City Engineer for review and approval. (LTS)

**GEO-5:** The applicant shall ensure that the requirements for worker health and safety as specified by Cal/OSHA are implemented. In particular, due to the caving proclivity of the soil types of the project site, shoring requirements of the California standards for workers dealing with and work in excavations as specified in the California Code of Regulations, Title 8, Section 1540 et. al., *Excavations*, shall be observed for all on- and off-site operations. This article applies to all open excavations made in the earth's surface. Excavations are defined to include trenches. (LTS)

**Special Mitigation Measures:** None required.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<b>G. Hydrology and Storm Drainage</b>					
(1) Place housing within a 100-year flood hazard area.	LS (p. 202)	No	No	No	According to the most recent FEMA mapping, the portion of the project proposed for development, including off-site improvement areas, is not located within the 100-year flood hazard zone, and therefore, placement of housing or other structures in a flood hazard zone would not occur under the current project. The project site is roughly three miles from the coastline with a minimum elevation of 170 feet above mean sea level. Therefore, the 2008 EIR concluded that impacts related to flooding would be less than significant. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to flooding. Therefore, impacts related to coastal hazards, such as extreme high tides, tsunami, or sea level rise, would be <i>less than significant</i> .
(2) Impacts of dam failure inundation.	LS (p. 202)	No	No	No	The current project is not located in any currently mapped dam failure inundation zones. <sup>12</sup> The inundation zone <sup>13</sup> for the Upper Sand Creek Basin (USCB) may overlie a portion of the current project area. <sup>14</sup> Based on current plans, residential development of the current project is not anticipated to occur within the area that would be affected by inundation due to failure of the USCB. <sup>15</sup> Therefore, impacts related to dam failure inundation would be <i>less than significant</i> , similar to the 2008 Aviano Adult Community Project.
(3) Substantially deplete groundwater supplies or interfere substantially	LS (p. 202)	No	No	No	With the installation of new buildings, improved pavement surfaces, and a stormwater conveyance system, on-site recharge would likely be reduced relative to the existing condition. However, implementation of the current project is not expected to contribute to depletion of groundwater supplies because the current project would not use groundwater underlying the site. In addition, stormwater treatment best management practices (BMPs) that detain

<sup>12</sup> Association of Bay Area Governments, 2007. Interactive ABAG (GIS) Maps Showing Dam Failure Inundation Website: <http://www.abag.ca.gov>.

<sup>13</sup> The inundation zone for the planned USCB has not yet been officially mapped.

<sup>14</sup> Contra Costa County Flood Control District, 2008. *op. cit.*

<sup>15</sup> City of Antioch, 2008. *op. cit.*

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
with groundwater recharge.		No			water on-site will include an infiltration component (detention basins) that will encourage recharge. The 2008 EIR conclusion is applicable to the current project because the overall amount of impervious surfaces would be similar to the 2008 Aviano Adult Community Project. Therefore, a <i>less-than-significant</i> impact related to groundwater supplies would occur, similar to the 2008 Aviano Adult Community Project.
(4) Increased runoff volume resulting from creation of new impervious surfaces resulting in hydromodification impacts.	LSM (p. 203)	No	No	No	Similar to the 2008 Aviano Adult Community Project, development of the project would result in more surface area covered by impervious surfaces (buildings, paved roadways and parking areas, paved pathways (Sand Creek trail), sidewalks) relative to existing conditions. The existing project site has a lower runoff coefficient than would occur under the current project, meaning that more water would leave the site as runoff under the developed site condition. Increased runoff volume and the increased rate of delivery of runoff to Sand Creek could result in hydromodification impacts to downstream creeks (Sand Creek and Marsh Creek).
					A preliminary stormwater control plan (stormwater plan) was prepared for the project site in 2008. <sup>16</sup> The stormwater plan proposes to use a three-tiered approach to address stormwater management (in accordance with the County National Pollutant Discharge Elimination System (NPDES) permit): 1) site design, 2) source control, and 3) treatment control. Properly designed, site design and treatment controls would serve the dual function of reducing runoff volumes/velocities and improving water quality. Under the stormwater plan, site design features that could reduce potential hydromodification impacts of the project include clustering development in the north to provide a buffer area along Sand Creek and to reduce the amount of directly-connected impervious surfaces. Of the total project site area of about 189 acres, approximately 70 acres would remain as pervious parks or undeveloped open space; including individual lot landscaping results in roughly 50 percent of the project site remaining pervious surface post-development. The Sand

<sup>16</sup> Balance Hydrologics, Inc., 2008. Preliminary Stormwater Control Plan, Aviano Project, City of Antioch, California, May.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(5) Increased runoff resulting from creation of new impervious surfaces could potentially exacerbate downstream flooding problems.	LSM (p. 205)	No	No	No	<p>Creek trail would result in approximately one-half acre of additional impermeable surface in close proximity to the Creek, and needs to be included in the final design-level calculations for the site.</p> <p>The stormwater control plan provides an adequate conceptual strategy for complying with the County NPDES permit. In addition, the 2008 EIR Mitigation Measure HYD-1 requires a design-level stormwater management plan, which will be prepared consistent with the currently proposed non-age restricted Aviano Farms Project. Similar to the 2008 Aviano Adult Community Project, the stormwater management plan will ensure that the proposed detention basins for the 2014 project would adequately mitigate potential hydromodification impacts resulting from drainage into Sand Creek. Therefore, Mitigation Measure HYD-1 remains adequate in order to ensure that impacts related to hydromodification are <i>less than significant</i>.</p> <p>Increased runoff volume and peak discharges to Sand Creek from the site would, if left unmitigated, increase under the current project, potentially exacerbating cumulative flooding impacts in downstream areas along Sand Creek that already are prone to flooding. Under the stormwater management plan required by Mitigation Measure HYD-1, project design would include features that would reduce peak flows and runoff durations relative to current site conditions. The features would also reduce potential impacts to downstream flooding. In addition, the 2008 EIR Mitigation Measure HYD-2 requires a detailed hydraulic analysis, which will be prepared consistent with the currently proposed non-age restricted Aviano Farms Project. Similar to the 2008 Aviano Adult Community Project, the hydraulic analysis will ensure that implementation of the current project will not impact flooding conditions or create potential flooding downstream. Therefore, Mitigation Measure HYD-2 remains adequate in order to ensure that impacts related to downstream flooding problems are <i>less than significant</i>.</p> <p><i>Construction-Period Impacts.</i> During the construction period, grading and excavation activities, including those in the off-site improvement areas, would result in exposure of soil to runoff, potentially causing erosion and</p>
(6) Construction activities and post-	LSM (p. 205)	No	No	No	

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**Aviano Project Environmental Impacts Comparison**

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<p>construction site uses could result in degradation of water quality in the San Joaquin River by reducing the quality of stormwater runoff.</p>					<p>entainment of sediment and contaminants in the runoff. Similar to the 2008 Aviano Adult Community Project, soil stockpiles and excavated areas on the project site and off-site improvements would be exposed to runoff and, if not managed properly, the runoff could cause erosion and increased sedimentation and pollutants in stormwater.</p> <p><i>Operation-Period Impacts.</i> New construction and intensified land uses of the current project as well as the 2008 Aviano Adult Community Project would result in increased vehicle use and potential discharge of associated pollutants. Increased numbers of vehicles and outdoor parking facilities at the project site would likely result in increased leaks of fuel, lubricants, tire wear, and fallout from exhaust, which would contribute petroleum hydrocarbons, heavy metals, and sediment to the pollutant load in runoff being transported to receiving waters. Runoff from landscaped areas at the site may contain residual pesticides and nutrients. Long-term degradation of water quality runoff from the site could impact local water quality in the San Joaquin River.</p> <p><i>Water Quality Impairment.</i> Runoff from the current project eventually enters the San Joaquin River, a water body the Central Valley Water Board has designated as water quality impaired for several pesticides (including DDT), boron, electrical conductivity, mercury, and toxaphene.<sup>17</sup> All of these pollutants have an identified source of "agriculture" or "resource extraction." If the current project would increase the load of any of these pollutants discharged to the River, then a significant impact would occur (the Central Valley Water Board has determined that the assimilative capacity of the San Joaquin River for these pollutants has already been exceeded). However, none of the contaminants that have been identified as causing the water quality impairment of the River are likely to be used at the site (or to be generated in concentrations exceeding existing conditions).</p>

<sup>17</sup> Regional Water Quality Control Board, Central Valley Region, 2006, Proposed 2006 CWA Section 303(d) List of Water Quality Limited Segment, Approved by SWRCB, October 2006.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>(7) Water supply well(s) at the project, if not properly managed or decommissioned, could be damaged during construction, potentially resulting in impacts to groundwater quality.</p>	<p>LSM (p. 208)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>The 2008 EIR requires preparation of a Stormwater Pollution Prevention Plan (SWPPP) (see Mitigation Measure HYD-3a and 3b) to ensure that impacts to surface water quality through the construction period are minimized. Mitigation Measures 3a and 3b would be required for the currently proposed non-age restricted project, which would not generate new or more severe impacts than the 2008 Aviano Adult Community Project due to the change from age-restricted to non-age restricted. Therefore, Mitigation Measures HYD-3a and 3b remain adequate in order to ensure that impacts related to downstream degradation of water quality in the San Joaquin River are <i>less than significant</i>.</p> <p>Water supply wells were not observed at the project site during the reconnaissance conducted in February 2007. However, the possibility exists that wells may be discovered during project site or off-site improvements, preparation, and grading. If any on-site wells are disturbed during grading, surface seals could be damaged and allow surface water (potentially containing pollutants) to preferentially seep into the well(s) and the underlying aquifer, causing water quality degradation. In addition, similar to the 2008 Aviano Adult Community Project, known abandoned oil and gas wells exist at the project site and in the vicinity. Therefore, Mitigation Measure HYD-4 remains adequate in order to ensure that impacts related to water supply wells are <i>less than significant</i>.</p>

**2008 EIR Mitigation Measures:**

HYD-1: As a condition of approval of the final grading and drainage plans for the project, and prior to issuance of a grading permit the applicant shall demonstrate through detailed hydraulic analysis that implementation of the proposed drainage plans for all on-site and off-site improvements will not create potential hydromodification impacts downstream by implementing the following:

1. A qualified licensed engineering firm retained by the applicant shall develop final design-level drainage and C.3 compliant stormwater management plans for the current project including all on-site and off-site improvements. The project drainage plan shall include a design that, when implemented, would ensure that post-project runoff does not exceed estimated pre-project rates and/or durations, where the increased stormwater discharge rates and/or durations will result in increased potential for erosion.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>2. Include drainage components that are designed in compliance with City of Antioch standards. The qualified licensed engineering firm preparing drainage plans shall consider the proximity of the proposed detention basins to Sand Creek and shall implement adequate design measures so as to not result in bank instability in Sand Creek. The grading and drainage plans shall be reviewed for compliance with these requirements by the City of Antioch.</p> <p>3. <del>Neither the City of Antioch nor any government agency shall be responsible for m</del><u>Maintenance of C-3 compliance detention and water quality facilities shall be determined by the City Engineer.</u> The project must include a self-perpetuating drainage system maintenance program (to be managed by a homeowners association, LLD or similar entity) that includes annual inspections and necessary maintenance of detention basins, sedimentation basins, drainage ditches, and drainage inlets. Any accumulation of sediment or other debris shall be promptly removed and damage to the drainage system repaired in a timely manner.</p> <p>4. Storm Water Control Plans shall be in conformance with the engineering guidance and specifications provided by the Contra Costa County Flood Control and Water Conservation District. (LTS)</p>					<p><b>HYD-2:</b> As a condition of approval of the final grading and drainage plans for the project, and prior to issuance of a grading permit the applicant shall demonstrate through detailed hydraulic analysis that implementation of the proposed drainage plans will not impact flooding conditions or create potential flooding impacts downstream, by implementing the following:</p> <ol style="list-style-type: none"> <li>1. The qualified licensed engineering firm retained by the applicant shall analyze the potential for the project including all on-site and off-site improvements to contribute to downstream flooding impacts at the project limits, as well as downstream of the site, to the junction of Sand Creek and Marsh Creek. The project drainage plan shall include a design that, when implemented, would not increase peak flows above existing flows, or exacerbate downstream flooding.</li> <li>2. Storm Water Control Plans, including underlying hydrology and hydraulic analysis, shall be submitted to the CCCFCD for review and approval. to ensure that the design is in conformance with CCCFCD engineering guidance and specifications and that the proposed design is compatible with the future plans for the USCB. The applicant shall work closely with the City of Antioch and the CCCFCD to ensure that the proposed uses within the on-site open space immediately downstream of the USCB dam structure are compatible with the dam inundation zone, emergency release route, and primary spillway alignment of the proposed USCB facility. (LTS)</li> </ol> <p><b>HYD-3a:</b> As a condition of approval of the final grading plans, the applicant shall prepare a SWPPP designed to reduce potential impacts to surface water quality through the construction period of the project including all on- and off-site improvements. The SWPPP shall be submitted for approval to the City of Antioch prior to issuance of a grading permit. The SWPPP must be maintained on-site and made available to City inspectors and/or San Francisco Bay or Central Valley Water Board staff upon request. The SWPPP shall include specific and detailed BMPs designed to mitigate construction-related pollutants. At a minimum, BMPs shall include practices to minimize the contact of construction materials, equipment, and maintenance supplies (e.g., fuels, lubricants, paints, solvents, adhesives) with stormwater. The SWPPP shall specify properly designed centralized storage areas that keep these materials out of the rain. An important component of the stormwater quality protection effort is the knowledge of the site supervisors and workers. To educate on-site personnel and maintain awareness of the importance of stormwater quality protection, site supervisors shall conduct regular tailgate meetings to discuss pollution prevention. The frequency of the meetings and required personnel attendance list shall be specified in the SWPPP.</p>

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**Aviano Project Environmental Impacts Comparison**

<b>Impact</b>	<b>2008 EIR Conclusion</b>	<b>Do Proposed Changes Involve New or More Severe Impacts?</b>	<b>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</b>	<b>Any New Information Requiring New Analysis or Verification?</b>	<b>Discussion</b>
	<p><b>Impact</b></p>	<p><b>Do Proposed Changes Involve New or More Severe Impacts?</b></p>	<p><b>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</b></p>	<p><b>Any New Information Requiring New Analysis or Verification?</b></p>	<p><b>Discussion</b></p>
<p>The SWPPP shall specify a monitoring program to be implemented by the construction site supervisor, which must include both dry and wet weather inspections. In addition, in accordance with State Water Resources Control Board Resolution No. 2001-046,<sup>18</sup> monitoring would be required during the construction period for pollutants that may be present in the runoff that are “not visually detectable in runoff.”<sup>19</sup> Water Board and/or City personnel, who may make unannounced site inspections, are empowered to levy considerable fines if it is determined that the SWPPP has not been properly implemented. BMPs designed to reduce erosion of exposed soil may include, but are not limited to: soil stabilization controls, watering for dust control, perimeter silt fences, placement of fiber rolls, and sediment basins. The potential for erosion is generally increased if grading is performed during the rainy season as disturbed soil can be exposed to rainfall and storm runoff. If grading must be conducted during the rainy season, the primary BMPs selected shall focus on erosion control; that is, keeping sediment on the site. End-of-pipe sediment control measures (e.g., basins and traps) shall be used only as secondary measures. Entry and egress from the construction site shall be carefully controlled to minimize off-site tracking of sediment. Vehicle and equipment wash-down facilities shall be designed to be accessible and functional during both dry and wet conditions.</p>	<p>The design-level stormwater control plan shall demonstrate through detailed hydraulic analysis that implementation of the proposed drainage plan would result in treatment of the appropriate percentage of the runoff from the project including all on- and off-site improvements (in compliance with the County NPDES permit). The amount of runoff that is typically required to be treated is about 85 percent of the total average annual runoff from the site (depending on whether the volume-based or flow-based approach is used). The qualified professionals preparing the design-level stormwater control plan shall include as many of the BMPs identified in the preliminary stormwater plan as feasible and consider additional measures designed to mitigate potential water quality degradation of runoff from all portions of the completed development. The project’s design-level stormwater control plan must meet the requirements of the Water Board and City of Antioch per the terms of the NPDES permit. City staff shall review and approve the SWPPP and design-level stormwater control plan prior to approval of the grading plan. (LTS)</p>	<p>HYD-4: Any existing water supply wells that may be discovered during site preparation shall either be:</p> <ol style="list-style-type: none"> <li>1. Properly abandoned in compliance with the California Department of Water Resources, California Well Standards; or</li> <li>2. Inspected by a qualified professional to determine whether the well is properly sealed at the surface to prevent infiltration of water-borne contaminants into the well casing or surrounding gravel pack. The California Well Standards require an annular surface seal of at least 20 feet for water supply wells. If any of the wells are found not to comply with this requirement, the applicant shall retain a qualified well driller to install the required seal. (LTS)</li> </ol>	<p><b>Special Mitigation Measures:</b> None required.</p>	<p><sup>18</sup> State Water Resources Control Board, 2001. Modification of Water Quality Order 99-08-DWQ State Water Resources Control Board (SWRCB) National Pollutant Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction Activity.</p> <p><sup>19</sup> Construction materials and compounds that are not stored in water-tight containers under a water-tight roof or inside a building are examples of materials for which the discharger may have to implement sampling and analysis procedures.</p>	

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<b>H. Public Health and Safety</b>					
(1) Agricultural and chemical-related hazards.	LS (p. 215)	No	No	No	Agricultural use of the project site and off-site impact areas may have involved the use of agricultural chemicals such as insecticides, herbicides, fertilizers, and/or fungicides. Based on soil sampling data from the Environmental Investigation prepared in 2004 for the project site, a review of historical land use information, a site reconnaissance, interviews with the property owner and persons familiar with the property, and a review of regulatory databases, agricultural chemical residues in shallow soils are determined not to be a potential issue at the project site or the off-site impact areas. <sup>20</sup> The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to agricultural and chemical-related hazards. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.
(2) School sites.	LS (p. 215)	No	No	No	Dozier-Libbey Medical High, at 4900 Sand Creek Road, is located immediately southwest of the project site. Other nearby schools, Diablo Vista Elementary, at 4791 Prewett Ranch Drive, Heritage Baptist Academy Christian School, at 5200 Heidorn Ranch Road, and Deer Valley High School, at 4700 Lone Tree Way, are located between one-quarter and one-half mile from the project site. As the current project would not emit hazardous emissions of significant risk or handle significant quantities of hazardous materials, substances, or waste, no significant impact to existing or proposed school facilities would occur at the aforementioned locations. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.

<sup>20</sup> Ingram Mason & Fairbairn, 2004. *Environmental Investigation Report, Williamson Property, Antioch, Contra Costa County, California*. November.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(3) Government Code sites.	LS (p. 215)	No	No	No	The project site is not located on or adjacent to a site that is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5. <sup>21</sup> Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.
(4) Airport/Airfield hazards.	LS (p. 215)	No	No	No	Airports or private air strips are not located in the project vicinity, and residents of the current project would not face any hazards regarding airfield hazards. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.
(5) Emergency response / emergency evacuation.	LS (p. 215)	No	No	No	The internal roadways and intersections are nearly identical to the configuration proposed by the 2008 Aviano Adult Community Project. Roadways and sidewalks at the project site would be constructed in accordance with City of Antioch requirements. All roadways and intersections would meet City design standards. The project would not restrict vehicular, pedestrian, or bicycle access within or in the vicinity of the project site. Development of the project would not be expected to interfere with the City's Emergency Plan. <sup>22</sup> Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.
(6) Wildland fire hazards.	LS (p. 215)	No	No	No	The project site is not in or adjacent to an area mapped as presenting a wildland fire hazard. <sup>23</sup> Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.
(7) Electric and magnetic fields (EMFs).	LS (p. 216)	No	No	No	An approximately 200-foot wide Pacific Gas and Electric (PG&E) right-of-way with four 230-kilovolt (kV) electrical transmission lines runs from the southeast corner of the site to approximately the center of the northern property boundary. As no specific health effects of EMFs have been conclusively demonstrated, health-based or regulatory risk standards do not exist for EMF exposure. Therefore, describing impacts of the current or potential effects of EMFs would necessarily be speculative in nature. The <i>CEQA Guidelines</i> state that if, after thorough investigation, a lead agency

<sup>21</sup> IMFC, 2004. op cit.

<sup>22</sup> City of Antioch, General Plan, 2003. Section 11.8, Disaster Response, November 24.

<sup>23</sup> California Department of Forestry and Fire Protection (CDF), 2000. *Contra Costa County Natural Hazards Disclosure (Fire)*, Map ID NHD-07. January 6.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
					<p>finds that a particular impact is too speculative for evaluation, the agency should note its conclusion and terminate discussion of the impact.<sup>24</sup> As such, the 2008 EIR did not identify any impacts related to EMFs. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to EMFs. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.</p>
(8) Development of the project site and off-site areas could expose construction workers and future residents to hazardous materials from historic oil and gas exploration.	LSM (p. 216)	No	No	No	<p>Although no obvious evidence of contamination is apparent at the project site or is anticipated at the off-site impact areas, the potential exists that areas of stained and/or odorous soils resulting from contamination from historic oil and natural gas exploration and production may be discovered during project construction. If present, this contamination could pose a human health risk to construction workers and future residents who may be directly exposed to contaminated soils and groundwater or to volatile contaminants that have migrated into indoor air. The current project would involve some level of disturbance similar to the 2008 Aviano Adult Community Project. Therefore, the change from age-restricted to non-age restricted would not create new or more severe impacts related to hazardous materials from historic oil and gas exploration. Therefore, Mitigation Measure HAZ-1 remains adequate in order to ensure that impacts related to historic oil and gas exploration are <i>less than significant</i>.</p>
(9) Development of the current project could expose future open space recreational users to hazardous materials and	LSM (p. 217)	No	No	No	<p>Data is not available to evaluate whether the waters of Sand Creek near the project site have been affected by acid mine drainage within the regional watershed. Although the nearest source of the acid mine drainage is approximately two miles away, the potential exists for acidic water or metals leached into the water to migrate to the project site through Sand Creek. Any contaminated water could potentially pose a health risk to future users of the proposed open space areas and the Sand Creek trail, if the users were to have direct contact with the Creek waters. The current project still includes the proposed open space area and Sand Creek Trail. Therefore, the same potential</p>

<sup>24</sup> CEQA Guidelines, Section 15145.

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**Aviano Project Environmental Impacts Comparison**

	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
Impact corrosives that may be present in Sand Creek.		No	No		for contaminated waters to pose a health risk to future users of the open space areas still exists. Mitigation Measure HAZ-2 remains adequate in order to ensure that impacts related to hazardous materials and corrosives are <i>less than significant</i> .
(10) Oil and natural gas pipelines may create safety hazards for construction workers during development of the project.	LSM (p. 217)	No	No	No	Construction in the vicinity of the oil and natural gas pipelines during development of the current project has the potential to damage the pipelines, which could result in a significant release of hazardous materials that could affect construction workers and the environment. The current project involves the same level of development; therefore, the potential for exposure identified in the 2008 EIR still exists for the current project. The 2008 EIR required Mitigation Measure HAZ-3 to ensure that potential impacts from oil and natural gas pipelines would be reduced to a less-than-significant level. The current project does not involve changes that would create new or more severe impacts. Therefore, Mitigation Measure HAZ-3 remains adequate in order to ensure that impacts related to oil and natural gas pipelines are <i>less than significant</i> .
(11) Improper use, storage, or disposal of hazardous materials during construction activities could result in releases affecting construction workers, the public, and the environment.	LSM (p. 218)	No	No	No	Construction of residences, roadways, pedestrian paths, and landscaping features at the current project site would require the use and transport of hazardous materials. The materials would include fuels, oils, and other chemicals used during construction activities. Improper use and transportation of hazardous materials could result in accidental releases or spills, potentially posing health risks to workers, the public, and environment.  The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to the improper use, storage, or disposal of hazardous materials during construction. As such, all the mitigation measure requirements for the 2008 Aviano Adult Community Project are still applicable for the current project and would be implemented through the Mitigation Monitoring and Reporting Plan (MMRP). Therefore, Mitigation Measure HAZ-4 remains adequate to ensure that impacts related to the improper use, storage, or disposal of hazardous materials during construction

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
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*are less than significant.*

**2008 EIR Mitigation Measures:**

HAZ-1: Prior to the issuance of grading or construction permits for the project site and off-site impact areas, a Construction Risk Management Plan (CRMP) should be prepared to address potential hazardous material issues during construction of the project. The CRMP shall include provisions to protect construction workers and the nearby public from health risks from pipeline hazards and potential contaminated soils associated with oil and natural gas production in the project vicinity. The CRMP shall incorporate Best Practices defined by the Common Ground Alliance to ensure construction worker safety and prevent accidental releases from oil and natural gas pipelines. The CRMP shall also require site inspections during initial grading activities at the site; provide procedures to be undertaken in the event that previously unreported petroleum contamination or subsurface hazards are discovered during construction; incorporate construction safety measures for excavation and other construction activities; establish detailed procedures for the safe storage, stockpiling, use, and disposal of hazardous materials at the project site; provide emergency response procedures; and designate personnel responsible for implementation of the CRMP. Any areas of contamination that may be discovered during project development shall be immediately reported to the Hazardous Materials Program of Contra Costa Health Services (CCHS) and investigated and remediated under the oversight of CCHS or other appropriate agency in accordance with existing regulatory programs. The CRMP shall be submitted to the City of Antioch for review and approval. (LTS)

HAZ-2: Prior to the issuance of a certificate of occupancy at the site, a qualified environmental professional shall conduct a surface water quality investigation at the portion of Sand Creek within the project site. At least one surface water sample shall be collected from Sand Creek during three different quarters of the year to evaluate water quality at the start of, during, and at the end of the rainy season. The samples shall be analyzed for pH and California Title 22 heavy metals, and the laboratory results shall be compared to established residential health risk standards (RWQCB Environmental Screening Levels).<sup>25</sup> Water quality sampling results shall be provided to the Mining Section of the Central Valley RWQCB, which is responsible for implementation of water quality regulations related to mining wastes, to aid their investigation and remediation of the source of the acid mine drainage. The surface water quality investigation shall also be submitted to the City of Antioch for review and approval. If acidic conditions are identified (pH lower than 6.5) and/or concentrations of metals in excess of residential water quality standards, warning signs shall be posted on both banks of Sand Creek warning open space users to avoid contact with Creek water. (LTS)

HAZ-3: Preparation and implementation of the CRMP in Mitigation Measure HAZ-1, which requires compliance with best management practices for construction safety in pipelines, would reduce this potential impact to a less than significant level. (LTS)

HAZ-4: Preparation and implementation of the CRMP in Mitigation Measure HAZ-1 as well as the required SWPPP for construction (see Mitigation Measure HYD-2) would reduce the potential impacts of hazardous materials releases during construction to a less-than-significant level. No additional mitigation is required. (LTS)

**Special Mitigation Measures:** None required.

<sup>25</sup> San Francisco Bay Regional Water Quality Control Board, 2005. *Screening For Environmental Concerns at Sites with Contaminated Soil and Groundwater*. February.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<b>I. Biological Resources</b>					
(1) <b>Wildlife movement corridors.</b>	LS (p. 260)	No	No	No	The current project involves the same area of disturbance as the 2008 Aviano Adult Community Project. Similar to the 2008 Aviano Adult Community Project, the area proposed for development occurs to the north of Sand Creek and is comprised mainly of non-native grassland, which supports a diverse assemblage of native wildlife species. The non-native grassland portion of the site is adjacent to developed lands along both the western and northern boundaries, consisting of the Kaiser Hospital facility and residential development respectively. As such, the portion of the site proposed for development is unlikely to function as a significant movement corridor, although wildlife occurring on the site may move within the non-native grassland area. Sand Creek potentially functions as a movement corridor for native species; however, just as with the 2008 tentative map, the tentative map for the current project preserves a Sand Creek riparian corridor within a riparian buffer zone with a setback averaging 100 feet. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to wildlife movement corridors. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.
(2) <b>Special-status plants.</b>	LS (p. 260)	No	No	No	Although the proposed site provides potential habitat for several special-status plant species, protocol-level surveys for rare plants have determined that all but one, round-leaved filaree, are absent from the project site. The population of round-leaved filaree occurs within the area that has been designated as preserved open space and would be avoided during project development. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to special-status plants. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(3) Conflict with plans.	LS (p. 260)	No	No	No	Project. The City of Antioch is not currently participating in a Habitat Conservation Plan (HCP), Natural Communities Conservation Plan (NCCP) or other such plan. East Contra Costa County does have an HCP/NCCP, however, and the mitigation measures proposed have been developed with consideration for that plan. Mitigation measures proposed are consistent with the City's General Plan policies with regard to preservation and management of biological resources. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to conflicts with plans. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.
(4) Grading and construction of the current project would result in a loss of habitat for special-status grassland and vernal pool species including the vernal pool fairy shrimp, vernal pool tadpole shrimp, California tiger salamander, burrowing owl, and San Joaquin kit fox.	LSM (p. 260)	No	No	No	The current project involves the same area of disturbance as the 2008 Aviano Adult Community Project. As such, the current project would disturb the same habitats identified in the 2008 EIR, with the exception of the adjacent school which is already built. Grasslands of the project site provide known nesting and foraging habitat for the burrowing owl, a State Species of Special Concern. Grasslands, agricultural fields, and ruderal areas of the Royal Formosa/Chen and Ginocchio/Numm parcels also provide potential nesting and foraging habitat for the burrowing owl species. The aforementioned habitats also provide suitable foraging and denning habitat for the San Joaquin kit fox and suitable upland habitat for the California tiger salamander. Although neither of the latter two species has been observed on the site, protocol-level studies to confirm their absence have not been conducted and the species are assumed to be present.  Grading and construction occurring on the project site to the north of Sand Creek would also result in the loss of approximately 0.32 acres of seasonal wetlands and 0.86 acres of manmade detention channel, while temporary impacts to seasonal wetlands occurring along the eastern boundary of the Ginocchio/Numm parcel near Heidorn Ranch Road, estimated at less than 0.10 acre, may occur as a result of the installation of the sanitary sewer line. The

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(5) Grading and construction of the current project may result in a loss of dispersal habitat for the California red-legged frog.	LSM (p. 270)	No	No	No	<p>seasonal wetlands of the site provide potential habitat for the vernal pool fairy shrimp and marginal habitat for the vernal pool tadpole shrimp. As protocol-level surveys have not been conducted, shrimp are assumed to be present on the sites. Seasonal wetlands of the Ginocchio/Nunn parcel are known to support populations of the vernal pool fairy shrimp. The seasonal wetlands of both the project site and the Ginocchio/Nunn parcel, as well as the manmade detention channel on the project site, may also provide marginal breeding habitat for the California tiger salamander. Therefore, Mitigation Measures BIO-1a through 1d remain adequate in order to ensure that impacts related to special-status grassland and vernal pool species are <i>less than significant</i>.</p> <p>The California red-legged frog is known to be present on-site within Sand Creek, although breeding habitat for the species is considered absent on the site. The California red-legged frog species also may utilize the manmade detention channel on-site as a dispersal corridor, although they have never been observed in the channel. Grading and construction of the project would include placing the detention channel in an underground culvert, resulting in a loss of approximately 0.86 acres of potential dispersal habitat for the species.</p> <p>For the most part, red-legged frog habitat within the aquatic environs of the Sand Creek channel would not be impacted by the current project as the channel would be set aside within the Open Space Preserve area. However, both the 2008 Aviano Adult Community Project and the current non-age restricted project identify the construction of two outfalls on the northern bank of the creek channel that would drain the proposed detention basins, as well as a 12-foot wide paved trail along the northern edge of the creek channel just outside the riparian buffer. The 2008 EIR required Mitigation Measures BIO-2a and 2b in order to ensure that impacts related to California red-legged frog are less than significant. The current project would not involve changes that would create new or more severe impacts. Therefore, Mitigation Measures BIO-2a and 2b remain adequate in order to ensure that impacts related to California red-legged frog are <i>less than significant</i>.</p>

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>(6) Grading and construction of the current project may result in harm or mortality to individual special-status animals including vernal pool fairy shrimp, vernal pool tadpole shrimp, California tiger salamander, California red-legged frog, western pond turtle, burrowing owl, American badger, and San Joaquin kit fox.</p>	<p>LSM (p. 273)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Similar to the 2008 Aviano Adult Community Project, grading and construction activities within wetlands could result in mortality to vernal pool fairy shrimp and vernal pool tadpole shrimp. Grading and construction activities within grasslands of the site and adjacent properties could result in harm or mortality to California tiger salamanders, to nesting/roosting burrowing owls which are known to be using burrows on the site, to American badgers if they are denning on the site, and/or to San Joaquin kit foxes that may be denning or foraging on the site. Grading and construction activities within or in the immediate vicinity of Sand Creek and the manmade detention channel could result in harm or mortality to California red-legged frogs and/or western pond turtles if they are present in the wetlands during grading and construction activities. The 2008 EIR required implementation of Mitigation Measures BIO-3a through 3h in order to ensure that impacts to individual special-status animals would be less than significant. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to individual special-status animals. Therefore, Mitigation Measures BIO-3a and 3h remain adequate in order to ensure that impacts related to individual special-status animals are <i>less than significant</i>.</p>
<p>(7) Grading and construction of the current project may result in destruction or abandonment of special-status</p>	<p>LSM (p. 278)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Riparian trees and shrubs occurring along Sand Creek, and oak trees occurring in the southern portion of the site, provide potential nesting habitat for several special-status bird species including the golden eagle, Swainson's hawk, white-tailed kite, and loggerhead shrike. While riparian vegetation would be preserved along Sand Creek within the riparian buffer zone, and trees occurring south of Sand Creek would be preserved in open space, project construction activities occurring in the vicinity of the Creek or other riparian habitat, such as the construction of the detention basins adjacent to</p>

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>bird nests including golden eagle, Swainson's hawk, white-tailed kite, northern harrier, loggerhead shrike, and tricolored blackbird.</p>	<p>LSM (p. 279)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>the riparian buffer zone, could result in disturbance that causes nest abandonment for the above species. In addition, similar to the 2008 Aviano Adult Community Project, grading and construction activities for the current project would result in the removal of grasslands that provide potential nesting habitat for the California horned lark, and of cattail stands within the manmade detention channel that provide potential nesting habitat for the tricolored blackbird. The 2008 EIR required implementation of Mitigation Measures BIO-4a through 4d in order to ensure that impacts to individual special-status birds' nests would be less than significant. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to special-status bird nests. Therefore, Mitigation Measures BIO-4a through 4d remain adequate in order to ensure that impacts related to special-status birds are <i>less than significant</i>.</p>
<p>(8) Grading and construction of the current project would result in fill being placed within jurisdictional waters of the U.S. and State.</p>	<p>LSM (p. 279)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Similar to the 2008 Aviano Adult Community Project, project grading and construction on the north side of Sand Creek would result in the filling of approximately 0.09 acres of seasonal wetlands and 0.05 acres of other waters that have been claimed as jurisdictional Waters of the U.S. by USACE (totaling 0.14 acres). The 0.14 acres claimed by USACE, along with another 0.23 acres of isolated wetlands not claimed by USACE, would be considered jurisdictional Waters of the State by the RWQCB (totaling 0.37 acres). The 0.86-acre detention channel that would be filled has been disclaimed as jurisdictional by USACE and is also expected to be disclaimed by the RWQCB as a manmade feature that was constructed in upland habitat.</p> <p>It should be noted that the proposed project has obtained a Section 404 permit for discharge of dredge or fill material into waters of the U.S. In addition, a Streambed Alteration Agreement has been obtained by the CDFW. Furthermore, a Streambed Alteration Agreement and Section 401 permit is currently under review by the Central Valley RWQCB for the proposed project</p>

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
					<p>The channel of Sand Creek would be considered jurisdictional Waters of the U.S. and State to the extent of the Ordinary High Water mark (OHWM) on opposing banks. The creek would also be considered jurisdictional by CDFW to the top of the bank or the dripline of riparian vegetation, whichever is greater. Installation of the two outfalls on the northern bank of the Sand Creek channel would impact areas of the creek under the jurisdiction of CDFW. The outfalls would also impact areas under the jurisdiction of the USACE and RWQCB if installed below the OHWM. However, the extent of the potential impact to jurisdictional waters within the creek channel would be minimal, estimated at approximately 0.03 acres. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to waters of the U.S. and State. Therefore, Mitigation Measures BIO-5a and 5b remain adequate in order ensure that impacts related to waters of the U.S. and State are <i>less than significant</i>.</p>
(9) Grading and construction activities associated with the project could harm or disturb nesting birds or destroy their nests.	LSM (p. 281)	No	No	No	<p>All native resident and migratory birds are protected by the Migratory Bird Treaty Act of 1918 (Act; 16 U.S.C. 703-712), which makes the intentional take, harm, or harass of any migratory bird or their eggs illegal, except under the authority of an appropriate permit. Many common resident and migratory birds may potentially nest in on-site habitats such as within riparian trees and shrubs along Sand Creek, trees occurring south of Sand Creek, grasslands of the site, and the cattail stands occurring within the manmade detention channel. Similar to the 2008 Aviano Adult Community Project, grading and construction activities for the current project during the breeding season would impact those species that are nesting on the site. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to birds and nests. Therefore, Mitigation Measure BIO-6 remains adequate in order to ensure that impacts related to nesting birds are <i>less than significant</i>.</p>
(10) Grading and construction activities on the	LSM (p. 281)	No	No	No	<p>Several trees, including a large blue gum (<i>Eucalyptus globulus</i>), occur along the southern and eastern boundaries of the Aera Energy property that would be considered either "mature" or "established trees" under the City's tree</p>

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>Aera Energy parcel associated with the installation of the sewer pipeline would result in a loss of trees covered by the City of Antioch's tree ordinance.</p>					<p>ordinance. Some of the trees occur within the footprint of the proposed sewer pipeline alignment. It should be noted that an EIR for the currently proposed Vineyards at Sand Creek Project, located adjacent to the current project site, is currently being drafted. The Vineyards at Sand Creek Project EIR will address impacts to trees on the Aera property as well. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to trees covered by the Antioch tree ordinance. Therefore, Mitigation Measure BIO-7 remains adequate in order to ensure impacts related to Antioch's tree ordinance are <i>less than significant</i>.</p>
<p><b>2008 EIR Mitigation Measures:</b>  <b>BIO-1a:</b> The project sponsor shall compensate for the permanent loss of 154 acres of suitable habitat for listed grassland and vernal pool species (vernal pool fairy shrimp, vernal pool tadpole shrimp, California tiger salamanders, and San Joaquin kit fox) at a ratio of 1:3 (e.g., for each acreage impacted, a minimum of 3 acres of suitable habitat will be preserved). The above ratio would result in a mitigation requirement of 462 acres of suitable habitat for listed grassland species. Mitigation for impacts to listed species habitat may be accomplished 1) through on and/or off-site preservation as described below or 2) through the purchase of habitat credits equivalent to preservation of habitat at a 1:3 ratio (loss:preserved) at an approved mitigation bank that includes the City of Antioch in its service area. Alternatively, the project sponsor may negotiate and pay development fees to the East Contra Costa County (ECC) HCP/NCCP Implementing Entity consistent with the applicable fee schedule for projects covered under the ECC HCP/NCCP (see Mitigation Measure BIO-1d).</p>					
<p>To compensate for the permanent loss of habitat for grassland and vernal pool animals, the project sponsor shall be required to preserve and/or create suitable habitat on-site and/or off-site within eastern Contra Costa County. Habitat to be preserved on-site would partially compensate for impacts to San Joaquin kit fox and burrowing owl in the on-site preserve as described below. The remainder of the mitigation would be accomplished at off-site mitigation areas. Habitat to be preserved off-site must be grassland habitat possessing the following characteristics: 1) the site shall be located within the northern range of the San Joaquin kit fox in Contra Costa County and shall be contiguous with other suitable kit fox habitat, 2) the site shall provide suitable foraging and denning habitat for kit foxes; 3) the site shall encompass seasonal wetlands/vernal pools that support vernal pool fairy shrimp and/or vernal pool tadpole shrimp; 4) the site shall provide breeding and upland habitat for California tiger salamanders; 5) the site shall provide upland and migration habitat for California red-legged frogs, and 6) the site shall have supported breeding burrowing owls in the last three years.</p>					
<p>The basis for the above required mitigation is as follows. While it is acknowledged that the project site is outside the area covered by the HCP/NCCP, and the HCP/NCCP does not set forth specific ratios for preservation or creation of habitat, the Plan does set a goal of the acquisition and preservation of 13,900 acres of grassland habitat. The acquisition and preservation of grassland habitat is to compensate for projected impacts to between 3,920 and 5,578 acres of such habitat in the plan area. Using these impacted and preserved acreage values roughly translates to a loss:preservation ratio between 1:2.5 to 1:3.5 for grassland species such as California tiger salamander and San Joaquin kit fox. Participants in</p>					

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Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p>The HCP/NCCP divide the responsibility for land acquisition and preservation to meet the HCP/NCCP goals between new development at 52 percent and existing development (i.e., the public) at 48 percent. Since cost sharing for projects not covered by HCP/NCCP does not exist, the entire responsibility to mitigate the impacts in a manner consistent with the regional HCP/NCCP would fall to new development (i.e., the project sponsor).</p>					<p>Consistent with the derived ratio above, the 1:3 (loss:preservation) ratio is the standard used by the USFWS and CDFW to determine appropriate compensation for impacts to listed grassland species' habitat (e.g., California tiger salamander, San Joaquin kit fox) for other projects in these species' ranges including those in eastern Contra Costa and Solano counties.<sup>26</sup> Given that both the derived ratio from the regional HCP/NCCP and the resource agencies' typical requirements are similar, the 1:3 (loss:preservation) ratio is justified for the current project. For mitigation purposes, the minimum loss:preservation ratio is 1:3, unless the applicable resource agencies determine a lower ratio to be acceptable.</p> <p>Upland habitat mitigation for both San Joaquin kit fox and California tiger salamander may be accomplished on the same acreage provided that 1) the mitigation site is determined to be suitable for both of these species by a qualified biologist in consultation with USFWS and CDFW and 2) the management plan includes measures for conservation of both species and enhancement of habitat for both species. The additional acreage purchased by the project sponsor to mitigate habitat impacts for California tiger salamander must be grassland habitat that supports ground squirrels and either has known breeding habitat on-site or is within migration range of, and has preserved connectivity to, known breeding habitat for this species. The known breeding habitat must be located on a site that is preserved and managed for California tiger salamanders and other native wildlife and plants (i.e., regional or state park, mitigation or conservation bank, or other area preserved in a conservation easement). Additional acreage purchased by the project sponsor to mitigate for impacts for San Joaquin kit fox must be within the USFWS mapped range of the species, must have connectivity to areas where kit fox are known to occur, and provide suitable foraging and denning habitat. The project sponsor must either establish a conservation easement on the additional mitigation lands to preserve them in perpetuity as wildlife habitat or donate the additional mitigation lands acres to a qualified conservation organization. The project sponsor must also establish an endowment fund to provide for the long-term management, maintenance, and monitoring of the mitigation site. Requirements for each preservation/creation (on-site and off-site) are detailed below.</p> <p><i>On-site Preservation.</i> The project sponsor shall preserve 35.9<sup>27</sup> acres as an Open Space Preserve at the south end of the project site. Approximately 4.7 acres of the preserved area are located north of the Sand Creek channel and would serve to buffer the Sand Creek riparian corridor from the development north of the creek. The on-site preserved area excludes 2.5 acres that have been set-aside for a potential future road extending from Sand Creek Road southwest through the Preserve, as well as another 1.0 acre which has been granted as an easement to PG&amp;E for grading and landscaping associated with a new substation located at the eastern boundary of the preserve. On-site habitat preservation within the Preserve would provide habitat for San Joaquin kit fox and burrowing owl. The population of round-leaved filaree is located within the on-site preserve. The on-site preserve also would provide habitat for common wildlife and plant species that occur in the grasslands of the region.</p>

<sup>26</sup> USFWS and CDFW, 2007. Personal communication with S. Larsen and L. Triffleman (USFWS) and J Gan (CDFW), Dec 2007. Personal communication with M. Tovar and A. Raabe (USFWS) and A. Holmes (CDFW), Nov. 2007.

<sup>27</sup> The area designated as Open Space Preserve differs slightly from the acreage described in Chapter III, Project Description, of the 2008 EIR. The difference (from 36.9 to 35.9 acres) is due to the deduction of the 1.0 acre easement adjacent to the PG&E Substation. This land is not suitable for inclusion in the Open Space Preserve as it will be graded and landscaped as part of the new substation.

ALB



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<b>Impact</b>	<b>2008 EIR Conclusion</b>	<b>Do Proposed Changes Involve New or More Severe Impacts?</b>	<b>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</b>	<b>Any New Information Requiring New Analysis or Verification?</b>	<b>Discussion</b>
<p>The Preserve would include a permanently protected riparian buffer along the north side of Sand Creek on the project site averaging 100 feet from the top-of-bank. The development plan for the project site shall include the transfer of the preserve averaging 100 feet from top-of-bank. The development plan for the project site shall include the transfer of the preserve into a dedicated parcel. A deed restriction shall be recorded over the parcel, ensuring that its ecological values would be maintained in perpetuity. An endowment fund shall be established by the project sponsor and held and administered by an appropriate public agency such as CDFW, to provide for the long-term maintenance, monitoring, and management of the on-site preserve including the plantings established in the Riparian Enhancement Plan (described in Mitigation Measure BIO-2b). As required by the City's General Plan, the site would be managed pursuant to a Resource Management Plan (a draft version of which is provided as Appendix K in the 2008 EIR).</p>	<p><i>Off-site Preservation.</i> The project sponsor has purchased a 205.6-acre property known as the Ralph Property in eastern Contra Costa County as partial mitigation for impacts associated with the development of the project site. Approximately 166.6 acres would be used as off-site mitigation for biological impacts resulting from the current project. The Ralph property is located approximately two miles south of the Byron Airport, just outside the town of Byron, California, and is composed of two parcels: APN 001-031-018-3 (147.02 acres), and APN 001-031-019-1 (58.53 acres). Per an agreement with CDFW in 2006, 39 acres of the 205.6-acre Ralph property have already been designated as mitigation for impacts that occurred to burrowing owls at another of the project sponsor's project sites in Oakley. As mitigation compensation for the current project, the project sponsor shall donate the remaining 166.6 acres of the Ralph property to a qualified conservation organization to mitigate impacts to waters of the U.S. and State, and for habitat loss for the vernal pool fairy shrimp, vernal pool tadpole shrimp, California tiger salamander, western burrowing owl, and San Joaquin kit fox. The project sponsor shall establish an endowment fund to provide for the long-term maintenance and monitoring of the site. As required by the City's General Plan, the site shall be managed pursuant to a Resource Management Plan (Appendix K of the 2008 EIR). The 166.6 acres of the Ralph property that would be preserved as compensation for impacts to special-status grassland and vernal pool species is comprised of predominantly non-native grassland habitat (estimated at 136.6 acres), with the remaining acreage (estimated at 30 acres) supporting a mosaic of vernal pool, seasonal wetland channel, and seasonal alkali wetland habitats.</p>	<p>The Ralph site is within USFWS Critical Habitat for vernal pool crustaceans and within the mapped range of San Joaquin kit fox. The site also supports known populations of four species of vernal pool crustaceans including the vernal pool fairy shrimp; breeding and upland habitat for the California tiger salamander; and breeding and overwintering habitat for burrowing owls. Additionally, occurrences of California red-legged frog have been documented upstream of the site in a seasonal wetland channel that enters the site in the southwest corner. Adding to the resource value of the site, the Ralph property is located just outside the 2,000-foot protection zone established around the Byron Airport and therefore would remain part of a much larger preservation complex with regional importance as identified in the ECC HCP/NCCP. The HCP/NCCP indicates that there are already areas adjacent to the Ralph property that are preserved in perpetuity and whose resources will be managed for the benefit of native wildlife and plants (816 acres within the airport boundaries and 121 acres in a private mitigation bank). The Ralph property is immediately outside the indicated preserved areas and thus has regional significance as a property that can be added to existing preserved areas. Based on information provided by M&amp;A, information contained in the HCP/NCCP, and on a reconnaissance-level site visit to the Ralph property by LOA staff in April 2007, the Ralph mitigation site appears to provide higher habitat value for special-status animals that occur on the site or its vicinity than the project site itself. Acreages of impacts and mitigations for the loss of habitat for individual special-status grassland and vernal pool species impacted by the project are provided in Table IV.I-3 of the 2008 EIR (page 265) and discussed in further detail in the text below.</p>	<p><i>Vernal Pool Crustaceans.</i> The Ralph property occurs within vernal pool fairy shrimp critical habitat and, although no formal wetland delineation has been conducted on the site, the</p>	<p>The Preserve would include a permanently protected riparian buffer along the north side of Sand Creek on the project site averaging 100 feet from the top-of-bank. The development plan for the project site shall include the transfer of the preserve averaging 100 feet from top-of-bank. The development plan for the project site shall include the transfer of the preserve into a dedicated parcel. A deed restriction shall be recorded over the parcel, ensuring that its ecological values would be maintained in perpetuity. An endowment fund shall be established by the project sponsor and held and administered by an appropriate public agency such as CDFW, to provide for the long-term maintenance, monitoring, and management of the on-site preserve including the plantings established in the Riparian Enhancement Plan (described in Mitigation Measure BIO-2b). As required by the City's General Plan, the site would be managed pursuant to a Resource Management Plan (a draft version of which is provided as Appendix K in the 2008 EIR).</p>	<p><i>Off-site Preservation.</i> The project sponsor has purchased a 205.6-acre property known as the Ralph Property in eastern Contra Costa County as partial mitigation for impacts associated with the development of the project site. Approximately 166.6 acres would be used as off-site mitigation for biological impacts resulting from the current project. The Ralph property is located approximately two miles south of the Byron Airport, just outside the town of Byron, California, and is composed of two parcels: APN 001-031-018-3 (147.02 acres), and APN 001-031-019-1 (58.53 acres). Per an agreement with CDFW in 2006, 39 acres of the 205.6-acre Ralph property have already been designated as mitigation for impacts that occurred to burrowing owls at another of the project sponsor's project sites in Oakley. As mitigation compensation for the current project, the project sponsor shall donate the remaining 166.6 acres of the Ralph property to a qualified conservation organization to mitigate impacts to waters of the U.S. and State, and for habitat loss for the vernal pool fairy shrimp, vernal pool tadpole shrimp, California tiger salamander, western burrowing owl, and San Joaquin kit fox. The project sponsor shall establish an endowment fund to provide for the long-term maintenance and monitoring of the site. As required by the City's General Plan, the site shall be managed pursuant to a Resource Management Plan (Appendix K of the 2008 EIR). The 166.6 acres of the Ralph property that would be preserved as compensation for impacts to special-status grassland and vernal pool species is comprised of predominantly non-native grassland habitat (estimated at 136.6 acres), with the remaining acreage (estimated at 30 acres) supporting a mosaic of vernal pool, seasonal wetland channel, and seasonal alkali wetland habitats.</p>

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Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
					<p>site contains a rough estimate of at least 9.0 acres of vernal pool habitat.<sup>28</sup> In 2006, M&amp;A conducted wet season protocol-level surveys for federally-listed vernal pool crustaceans on the Ralph site. The site was found to support one listed fairy shrimp species – vernal pool fairy shrimp (<i>Branchinecta lynchi</i>), and three non-listed species – Lindahl’s fairy shrimp (<i>Branchinecta lindahl</i>), Midvalley fairy shrimp (<i>Branchinecta mesovallensis</i>), and alkali fairy shrimp (<i>Branchinecta mackini</i>).<sup>29</sup> Vernal pool tadpole shrimp were not found to be present on the mitigation site. The current project would result in a loss of 0.32 acres of potential vernal pool crustacean habitat occurring on the project site, and would result in temporary impacts to another approximately 0.10 acres of such habitat occurring on the Gimocchio/Numm site. The loss would be compensated by the preservation of an estimated 9.0 acres of occupied vernal pool crustacean habitat on the Ralph property, resulting in a loss: preservation ratio greater than 1:20 and well in excess of the 1:3 mitigation ratio generally required by the USFWS. Additionally, the project sponsor shall create another 0.91 acres of seasonal wetland habitats that shall be suitable for vernal pool fairy shrimp and vernal pool tadpole shrimp. The created wetlands shall be inoculated with salvaged soils from the seasonal wetlands on the project site, resulting in a greater than 1:2 loss:creation ratio. The salvaging of topsoil from the seasonal wetlands is described in Mitigation Measure BIO-3.</p> <p><i>California Tiger Salamander.</i> The Ralph site is known to support breeding habitat for California tiger salamanders. On April 7, 2005, M&amp;A staff observed numerous California tiger salamander larvae in one of the larger alkali wetlands located in the south central portion of the site confirming the presence of the species on the site.<sup>30</sup> The extent of the known breeding habitat on the site is estimated at approximately 6.0 acres, however, another large, approximately 4.0-acre wetland occurring in the northeastern portion of the site also supports proper hydrology for salamander breeding.<sup>31</sup> Additionally, a CNDDB record from 1994 reports California tiger salamanders breeding in a stock pond located approximately 1,500 feet east of the Ralph site. As such, all 146.6 acres of the Ralph site are considered to be salamander breeding and upland habitat. Additionally, the Ralph site is surrounded by open rangeland, over 900 acres of which has already been preserved and is being managed for sensitive resources according to the HCP/NCCP,<sup>32</sup> which likely provides an additional significant amount of upland habitat for salamanders breeding on the Ralph site.</p> <p>The project would result in a loss of 0.32 acres of seasonal wetland/vernal pool habitat, and 0.86 acres of manmade detention channel (totaling 1.18 acres) which provides low quality breeding habitat for salamanders as a result of the surrounding land uses (development, crop production); the shallow nature, small size and observed hydrologic regime of the seasonal wetlands; and the hydrologic regime and likely presence of predatory nonnative bullfrogs in the detention channel. Additionally, the current project would result in the loss of 149.6 acres of potential upland habitat on-site for tiger salamanders and the loss of another 4.4 acres of potential upland habitat for the species due to off-site impacts on the Royal Formosa/Chen parcel and the Gimocchio/Numm parcel. The loss of 1.18 acres of low quality potential tiger salamander breeding habitat on-site along with the loss of another 154 acres of upland habitat would be partially off-set by the preservation of 146.6 acres of combined breeding and upland habitat on the Ralph property, of which approximately 10 acres is wetland habitat that is either known to support breeding salamanders, or that has the proper hydrology to provide such habitat. Although 35.9 acres of grassland habitat</p>

<sup>28</sup> Monk & Associates, 2007. *Biological Assessment, Aviano Project Site, City of Antioch, California*. July 5.

<sup>29</sup> Monk & Associates, 2006. Vernal pool crustacean surveys, Ralph property mitigation site, Contra Costa County, California. October 3, 2006. 19pp.

<sup>30</sup> Monk & Associates, 2007. op. cit.

<sup>31</sup> Pers. comm. Geoff Monk. Monk & Associates, on July 11, 2007.

<sup>32</sup> Jones & Stokes, 2006. Final East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan. October (J&S 01478.01) Prepared for the East Contra Costa County Habitat Conservation Plan Association. Prepared by Jones & Stokes, San Jose, CA.

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would be preserved on-site, the preserved acreage has not been considered in the mitigation of habitat impacts for tiger salamander species. The 39.5-acre area has been excluded because of the unlikely future preservation of off-site migration corridors to the Preserve area from known salamander breeding habitat in the site's vicinity, as well as the uncertainty that such off-site breeding habitat would be preserved in perpetuity.

The combination of breeding habitat in proximity to suitable upland habitat is most important for the ongoing viability of the tiger salamander populations. Breeding habitat on the Ralph property supports not just upland habitat on the site, but also many more acres of upland habitat on open rangeland surrounding the site. According to the HCP/NCCCP,<sup>33</sup> over 900 acres of such habitat is already preserved in the immediate vicinity of the Ralph property. However, given that the loss:preservation ratio for salamander habitat on the Ralph property alone is below the minimum by the resource agencies, or as derived from the HCP/NCCCP, acreage on the Ralph property alone does not adequately mitigate this impact, and additional mitigation is required (see BIO-1b).

*Burrowing Owl.* As many as three pairs of burrowing owls have been observed to be present on the current project site; however, formal surveys for the burrowing owl species have not been conducted and, potentially, more individuals or pairs could be present. The project would result in the loss of 149.6 acres of known breeding and/or foraging habitat for burrowing owls on-site, as well as another 4.4 acres of potential breeding and/or foraging habitat off-site on the Royal Formosa/Chen and Ginocchio/Numm properties. Typically, CDFW has required that 6.5 acres of habitat be preserved to compensate for each pair of owls, or each individual owl. Mitigation for the three pairs known to occur on the site based on this ratio would be 19.5 acres of preserved habitat.

Approximately 35.9 acres of grassland habitat would be preserved on-site, and another approximately 166.6 acres of combined breeding and foraging habitat would be preserved off-site on the Ralph property which is known to support breeding burrowing owls, totaling 202.5 acres, or more than 10 times the habitat preservation that would typically be required by CDFW for impacts to the three pairs of owls known to occur on the project site. Considered another way, preservation of approximately 202.5 acres of suitable foraging and nesting habitat would be adequate mitigation for up to 31 pairs of owls. M&A has confirmed the presence of at least three pairs of burrowing owls on the Ralph property over a two-year period.<sup>34</sup> M&A staff has observed these owls on an on-going basis beginning in the fall of 2005 and continuing through the 2006 breeding season. Most recently the owls were observed in the non-breeding season in January 2007, which indicates that a burrowing owl population is firmly established on the Ralph property, and that they use the site both as breeding and wintering habitat. The entire Ralph site would be considered breeding and foraging habitat for the burrowing owl species.

*San Joaquin Kit Fox.* The site provides marginal habitat for San Joaquin kit fox because of surrounding land uses (i.e., residential, agricultural and commercial), and its location along the very northern edge of the USFWS mapped range for kit fox. The aforementioned factors make it unlikely that the project would directly impact the kit fox species. However, as the project sponsor has opted at this time not to conduct protocol-level studies to demonstrate that kit foxes do not occur on the site, presence is presumed. The project, therefore, would result in a loss of 154 acres of suitable foraging and denning habitat for kit foxes: 149.6 acres of grassland habitat on-site and another 4.4 acres of habitat off-site which is considered suitable kit fox habitat.

<sup>33</sup> Jones & Stokes. 2006. op. cit.

<sup>34</sup> Monk & Associates, 2007. op. cit.

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Although protocol-level studies for San Joaquin kit fox have not been conducted on the Ralph site, the site occurs well within the USFWS mapped range of the kit fox species, and the USFWS considers the site to be kit fox habitat based on M&A's informal consultation with USFWS in February 2006.<sup>35</sup> Additionally, eleven occurrences of kit fox have been documented in the vicinity of Byron in the period from 1987 to 2002, within one and six miles north and northwest of the Ralph site, with the latest of these sightings in 2002.<sup>36</sup> <sup>37</sup> Approximately 166.6 acres of grasslands and seasonal wetlands that provide habitat for the San Joaquin kit fox species would be preserved off-site on the Ralph property, and additionally, another 35.9 acres of grassland habitat would be preserved on-site, totaling 202.5 acres. Preservation of the on-site and off-site mitigation lands would result in a 1:1.3 (loss:preservation) ratio. The 1:1.3 ratio is below the minimum ratio of 1:3 (loss:preservation) required to mitigate this impact to a standards used by the USFWS, CDFW, and the ratio derived from the regional HCP/NCCP. Therefore, the preserved acreage on-site and off-site on the Ralph property would not adequately mitigate this impact, and additional mitigation is required (see BIO-1b).

*Resource Management Plan (RMP)*. Pursuant to the City of Antioch's General Plan, Resource Management Section 10.3.2e and Section 10.4.2d, a Resource Management Plan (RMP) has been developed for the management of natural resources to be preserved both on-site within the open space and riparian buffer areas, and for the off-site mitigation lands (Ralph mitigation site and other lands that may be purchased by the project sponsor as mitigation pursuant to Mitigation Measure BIO-1b) (see Appendix K of the 2008 EIR). The project sponsor must be required to implement and adhere to all recommendations contained in the RMP.

BIO-1b: In order to achieve the 1:3 (loss:preservation) ratio for impacts to listed species grassland habitat on the project site (462 acres), the project sponsor shall purchase 315.4 acres of additional land that is suitable habitat for California tiger salamander. Additional mitigation lands must meet the criteria as described in Mitigation Measure BIO-1a. Of this additional 315.4 acres, at least 259.4 acres must also provide suitable foraging and denning habitat for San Joaquin kit fox as described in Mitigation Measure BIO-1a.

Alternatively, the sponsor may choose to purchase an equivalent amount of preservation credits in an accredited mitigation bank within eastern Contra Costa County that includes the City of Antioch in its service area. The alternative would result in a total of 462.00 acres of on-site and/or off-site habitat being preserved for these two species and a 1:3 (loss:preservation) ratio. Mitigation for both kit fox and California tiger salamander may be accomplished on the same acreage provided that 1) the mitigation site is determined to be suitable for both of these species by a qualified biologist in consultation with USFWS and CDFW and 2) the management and monitoring plan includes measures for conservation of both species and enhancement of habitat for both species. The additional acreage purchased by the project sponsor to mitigate habitat impacts for California tiger salamander must be grassland habitat that supports ground squirrels and either has known breeding habitat on-site or is within migration range of, and has preserved connectivity to, known breeding habitat for this species. The known breeding habitat must be located on a site that is preserved and managed for California tiger salamanders and other native wildlife and plants (i.e., regional or state park, mitigation or conservation bank, or other area preserved in a conservation easement). Additional acreage purchased by the project sponsor to mitigate for impacts for San Joaquin kit fox must be within the USFWS mapped range of the species, must have connectivity to areas where kit fox are known to occur, and provide suitable

<sup>35</sup> Monk & Associates, 2007. op. cit.

<sup>36</sup> Monk & Associates, 2007. op. cit.

<sup>37</sup> EDWA. 1998. op. cit.

AG7

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	<p><b>2008 EIR Conclusion</b></p>				<p>The project sponsor must either establish a conservation easement on the additional mitigation lands to preserve them in perpetuity as wildlife habitat or donate the additional mitigation lands to a qualified conservation organization. The project sponsor must also establish an endowment fund to provide for the long-term management, maintenance, and monitoring of the mitigation site.</p>
	<p><b>BIO-1c:</b> The installation of the sewer pipeline along the eastern boundary of the Ginocchio/Nunn property may result in temporary impacts to seasonal wetlands that provide habitat for special-status vernal pool crustaceans, estimated at less than 0.10 acres. To the maximum extent possible, wetlands on the Ginocchio/Nunn property shall be avoided during pipeline installation. A qualified biologist shall stake a minimum buffer of 25 feet along the edge of all wetlands adjacent to the pipeline corridor prior to ground disturbance and pipeline excavation activities. Exclusionary fencing shall be erected along the edge of the buffer to ensure wetlands are protected from construction related impacts. A biological monitor shall inspect the exclusionary fencing on a twice-weekly basis during the pipeline installation phase to ensure it remains in place and that no intrusion into the avoided wetlands occurs. Soil contours within the pipeline corridor shall be restored to pre-project conditions following installation of the pipeline.</p>				<p>If wetlands on the Ginocchio/Nunn property cannot be avoided during pipeline installation, then prior to any grading and excavation activities related to the installation, the topsoil of all wetland areas to be impacted shall be salvaged and stockpiled, and the configuration of the impacted wetlands shall be mapped so the wetlands can be re-contoured to pre-project conditions after the completion of the pipeline installation. Once pipeline installation is completed, the wetlands shall be re-contoured on the site and salvaged topsoils shall be re-deposited in the wetlands.</p>
	<p><b>BIO-1d:</b> As an alternative to purchasing land or purchasing habitat credits at a mitigation bank, the project sponsor may negotiate to pay development fees to the ECC HCP/NCCP Implementing Entity. The individual project buy-in to the HCP/NCCP would provide mitigation fees for the purpose of implementing the ECC HCP/NCCP. Based on the 2008 fee schedule, assuming 154 acres of permanent disturbance and impacts to 0.42 acres of seasonal wetlands, the project would incur development fees and wetland fees of approximately \$3,797,000.00. However, as the project site falls outside the area covered by the HCP, the project sponsor would need to negotiate a fee which is mutually agreeable to the Implementing Entity, USFWS, and CDFW.<sup>38</sup> If the project sponsor chooses to pursue the negotiation mitigation option, the project sponsor shall provide the City with evidence that the project has been accepted for individual coverage under the ECC HCP/NCCP and evidence of payment of the applicable development and wetland mitigation fees prior to issuance of a grading permit. (LTS)</p>				<p><b>BIO-2a:</b> To compensate for the loss of 0.86 acres of marginal dispersal habitat for the frog within the detention channel and approximately 0.03 acres of known frog dispersal habitat within the Sand Creek channel, approximately 1.0 acre of such habitat shall be preserved on-site within the Sand Creek riparian buffer area. Additionally, as part of the project sponsor's mitigation for the loss of jurisdictional waters of the U.S. and State on the project site, the project sponsor shall create 0.91 acres of seasonal pond habitat on the Ralph site within and/or adjacent to the seasonal wetland drainage on the site, which would be designed to provide suitable breeding habitat for red-legged frogs. The created pond habitat will be managed to support breeding habitat for red-legged frogs pursuant to the RMP (see Mitigation Measure BIO-1 and Appendix K). Management of the site must include such</p>

<sup>38</sup> Kopchick, John, 2008. Senior Planner, Contra Costa County Conservation and Development Department. Personal communication with Sara Weich, Mark Thomas and Company, Contract Planner to the City of Antioch, September 2.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
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measures as draining ponds as necessary to control predators such as fish and bullfrogs. This created wetland habitat would provide an opportunity for the red-legged frog to become established on the mitigation site and in its immediate vicinity.

BIO-2b: The project proponent shall provide the City with a map showing the extent of encroachment of project development, including the detention basins, landscaped areas, roads and trail, that occur within 100 feet of the dripline of riparian vegetation or the creek bank, whichever is greater, as well as the acreage of such encroachment. To compensate for such encroachment, the project proponent shall enhance riparian habitat on-site within the 4.7 acre riparian set-back area at a 1:1 (loss:enhancement) ratio. A Riparian Enhancement Plan shall be developed by a qualified Plant or Restoration Ecologist in consultation with the USFWS and CDFW. A copy of the Enhancement Plan shall be provided to the City. At a minimum, the Plan shall include:

- A Planting Plan which provides the location of on-site Enhancement Areas within the 4.7 acre designated riparian buffer and the number, location, planting container size, and species of trees and shrubs to be utilized in the enhancement effort.
- A Maintenance Plan which provides details on irrigation, weed abatement and other maintenance activities to be conducted in the Enhancement Area(s) during the monitoring period.
- A Monitoring Plan which provides specific measurable performance and final success criteria, and the methods that will be used to monitor these criteria. Performance criteria shall be monitored on an annual basis for a minimum of five years. The Monitoring Plan shall also include specific remedial actions to be taken should annual monitoring indicate that the Enhancement Area is not meeting the annual performance criteria during each annual monitoring period, or doesn't meet the final success criteria at the end of the minimum five-year monitoring period. One of the remedial actions will include an extension of the monitoring period until the final success criteria are met.

Results of the annual monitoring effort and any remedial actions to be taken to rectify situations where the Enhancement is not meeting the annual performance criteria or final success criteria shall be provided to the City by an annual monitoring report. (LTS)

BIO-3a: The project sponsor shall consult with the USFWS and CDFW regarding impacts to federal and State listed species from the current project. The project sponsor shall obtain the appropriate take authorization (Section 7 Biological Opinion and/or 2081 permit) from the USFWS and CDFW prior to initiation of construction activities. The project sponsor shall comply with all terms of the endangered species permits including any mitigation requirements and provide proof of compliance to the City prior to issuance of a grading permit.

BIO-3b: Project grading shall only occur during the dry season (April 15 – October 30) and only after a qualified biologist has determined that all wetland areas of the site providing potential habitat for vernal pool crustaceans are dry, and individuals of these species, if present, would be in cyst form. Prior to filling the wetlands, the topsoil of all permanently impacted wetlands shall be salvaged and deposited in appropriate seasonal wetland habitats to be created on the Ralph mitigation property. Additionally, should pipeline installation on the Gimocchio/Numm parcel result in temporary impacts to wetlands on the site, prior to the installation, topsoils in areas of these wetlands to be impacted shall be salvaged and then redeposited in the wetlands of the site once pipeline installation is complete and the wetlands have been re-sculpted on the site pursuant to Mitigation Measure BIO-1c.

BIO-3c: California tiger salamanders that are in burrows or soil cracks on the project site would be impacted by ground disturbing activities. California tiger salamanders may also

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<p>become trapped in trenches excavated during project construction. In order to minimize and avoid mortality of California tiger salamanders on the site, as well as in the vicinity of off-site impacts occurring on the Royal Formosa/Chen and Ginocchio/Nunn parcels, the following measures shall be implemented:</p> <ul style="list-style-type: none"> <li>• Prior to project-related ground disturbance activities occurring on-site or off-site, an employee training program for operators/contractors shall be conducted by a qualified biologist to explain the endangered species concerns at the project site and the measures being implemented to minimize and avoid mortality to the listed species.</li> <li>• All project-related grading activities shall be conducted during the summer months after all potential breeding sites on and in the vicinity of the project site have dried and when California tiger salamanders are not breeding or migrating.</li> <li>• A qualified biologist shall be present at the locations of all on- and offsite project-related ground disturbance activities to monitor these activities and to salvage California tiger salamanders that may be unearthed during ground disturbing activities. Salvaged California tiger salamander may be turned over to CDFW personnel for relocation, or the relocation of the CTS may be handled by a 10(a)(1)(A) permitted biologist as approved and directed by the USFWS and CDFW. Terms of the salvage shall be established in consultation with USFWS and CDFW prior to initiation of construction activities.</li> <li>• The sponsor shall develop and implement a plan to prevent salamanders from moving onto the construction areas during grading or construction activities and to monitor the site during construction. The plan shall be approved by the City, USFWS, and CDFW prior to the initiation of construction activities.</li> <li>• Best Management Practices also shall be implemented to minimize the potential mortality, injury, or other impacts to California tiger salamanders. Erosion control materials shall not include small-mesh plastic netting, which could result in entanglement within the material and death of California tiger salamanders. All trash items shall be removed from the project site to reduce the potential for attracting predators of California tiger salamanders, such as crows and ravens which could scavenge uncovered salamanders.</li> </ul>	<p><b>BIO-3d:</b> California red-legged frogs are known to be present on-site within Sand Creek and may also occur from time to time in the manmade detention channel. To avoid harm or mortality to California red-legged frogs to the greatest extent practicable, the following measures shall be implemented:</p> <ul style="list-style-type: none"> <li>• Any construction-related activity that occurs within either the manmade detention channel or the Sand Creek channel, or within 300 feet of the top of the bank of either of these features, including project-related activities occurring on the Royal Formosa/Chen and Ginocchio/Nunn properties, shall only occur during the dry season (April 15 to October 30) when the frog would most likely have moved off-site to deeper pool habitats upstream of the site in Sand Creek.</li> <li>• No more than 48 hours prior to such construction-related activities described above, a qualified biologist shall survey Sand Creek and the detention channel, including at least 100 feet upstream and downstream of the construction site to determine if frogs are present and may be impacted by the activities.</li> <li>• Prior to any ground disturbance occurring within 300 feet of Sand Creek or the manmade detention channel, an employee training program for operators/contractors shall be conducted by a qualified biologist to explain the endangered species concerns at the project site. The education/training program must include a discussion of the general protection measures to be implemented to protect the frog and minimize take, and a delineation of the limits of the work area.</li> <li>• The project sponsor shall isolate the work area with suitable amphibian exclusion fencing that would block the movement of California red-legged frogs from entering the work area. The 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 to prevent frogs from entering the project site work areas. Exclusion fencing shall consist of a 4-foot wall of ¼-inch mesh, galvanized wire (i.e., hardware cloth). Initially, staking would be installed along the route of the exclusion fencing in a 4-inch deep trench. Then, the bottom of the fence</li> </ul>				

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<p>shall be firmly seated in the trench. The fencing above the ground shall be anchored to metal staking with wire. Finally, the top 10 inches or less shall be bent over in a semicircle towards the outside of the fence to ensure that the fence cannot be climbed.</p> <ul style="list-style-type: none"> <li>• A qualified biologist possessing the proper authorizations from USFWS and CDFW shall be on-site during all construction and grading activities occurring within 300 feet of Sand Creek or the detention channel to conduct daily inspections of the fencing and to ensure that stranded frogs are relocated back to the stream channel. The biological monitor shall be responsible for ensuring that the frog fencing is not compromised, and shall notify both the on-site contractor and supervisor when fencing needs to be repaired.</li> <li>• 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. All fueling and maintenance of equipment and vehicles, and staging areas shall be at least 75 feet from the top of the bank of Sand Creek or the detention channel. 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.</li> </ul> <p><b>BIO-3e:</b> Within 24 hours of ground disturbance occurring within the manmade detention channel or the Sand Creek channel on the project site, or within 50 feet of the top of the banks of either of these areas, a qualified biologist shall survey the work area for western pond turtles. If turtles are found within the work area, they shall be relocated to other suitable habitat at least 300 feet up- or down-stream from the work area by a qualified biologist with the appropriate approvals from CDFW shall conduct all the relocations.</p> <p><b>BIO-3f:</b> Burrowing owls or their nests shall not be disturbed during the breeding season (February 1 through August 31). In the non-breeding season (September 1 to January 31), or at such time as all young owls have been determined by a qualified biologist to have fledged and be foraging independently, owls may be passively evicted from the project site's development area by a qualified biologist. Passive eviction methods shall be implemented pursuant to CDFW guidelines, and all eviction activities shall be coordinated with the CDFW prior to disturbance of active burrows. Once owls are evicted from the site, a qualified biologist shall develop a plan for management and on-going biological monitoring of the site to be implemented by the project sponsor to preclude owls from becoming re-established on the site. If construction or ground disturbance activities commence on the site prior to a passive eviction of owls, the CDFW shall be notified and a qualified biologist shall implement a routine monitoring program and establish a fenced exclusion zone around each occupied burrow in which no construction-related activity shall occur until the burrows are confirmed to be unoccupied. Disturbance shall not occur within 160 feet (50 meters) of an occupied burrow during the non-breeding season (September 1 through January 31) and within 250 feet (75 meters) of an occupied burrow during the breeding season (February 1 through August 31).</p> <p><b>BIO-3g:</b> To avoid harm or mortality to American badgers, a qualified biologist shall survey the site for denning badgers on the project site, and in areas of off-site temporary or permanent project impacts. The survey may be conducted at the same time that surveys for denning kit foxes are conducted (see Mitigation Measure BIO-3h below). If potential badger dens are found, they shall be monitored by the biologist to determine their status. If an active badger den is identified during pre-construction surveys within or immediately adjacent to the construction envelope, a no disturbance buffer zone consisting of a 300-foot circumference around the den (or distance specified by the CDFW) shall be established. Because badgers are known to use multiple burrows in a breeding burrow complex, a biological monitor shall be present on-site during construction activities to ensure the buffer is adequate to avoid direct impact to individuals or den abandonment. The monitor shall remain on-site until young are determined to be of an independent age and construction activities would not harm individual badgers.</p>					

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<p><b>BIO-3h:</b> Pre-construction surveys for kit fox dens shall be conducted no more than 30 days prior to any construction-related activities. A qualified biologist shall conduct pre-construction kit fox surveys on the project site, and in areas of off-site temporary or permanent project impacts. The primary objective is to identify kit fox habitat features (potential dens and refugia) on the project site and evaluate use by kit fox. If an active kit fox den is detected within (or immediately adjacent to) the area of work, the USFWS shall be contacted immediately to determine the best course of action. The project sponsor will implement all measures specified by the USFWS and CDFW in the Biological Opinion and 2081 permit. All potential dens shall be monitored prior to destruction according to the terms of the <i>Standardized Recommendations for Protection of the Kit Fox Prior to or During Ground Disturbance</i> (USFWS 1999). If no kit fox activity is detected during den monitoring and destruction then a written report shall be submitted to the USFWS within five days following completion of the surveys. The project sponsor shall follow the <i>Standardized Recommendations for Protection of the Kit Fox Prior to or During Ground Disturbance</i> developed by the U.S. Fish and Wildlife Service (1999).<sup>39</sup> The recommendations include the following:</p> <ul style="list-style-type: none"> <li>• Preconstruction surveys shall be conducted no less than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities or any project activity likely to impact the San Joaquin kit fox.</li> <li>• All construction-related activities shall be preceded by a tail-gate session, the primary purpose of which is to describe the importance of implementing construction related activities that would minimize potential construction related impacts to kit foxes.</li> <li>• Project-related vehicles shall observe a 20-mph speed limit in all project areas, except on city or county roads; this is particularly important at night when kit foxes are most active. To the extent possible, night-time construction and traffic should be avoided. Off-road traffic outside of designated project areas should be prohibited.</li> <li>• To prevent inadvertent entrapment of kit foxes or other animals during the construction phase of the project, all excavated, steep-walled holes or trenches more than 2-feet deep shall be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks. In addition, these structures shall be thoroughly inspected by properly trained construction personnel each morning for kit fox or other species. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals.</li> <li>• All construction pipes, culverts, or similar structures with a diameter of 4-inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected by properly trained construction personnel for kit foxes before the pipe is subsequently buried, capped, or otherwise used or moved in anyway. If a kit fox is discovered inside a pipe, that section of pipe shall not be moved until the USFWS has been consulted. If necessary, and under the direct supervision of the biologist, the pipe may be moved once to remove it from the path of construction activity.</li> <li>• All food related trash items such as wrappers, cans, bottles, food scraps shall be disposed of in a closed container and removed at least once a week from a construction or project site and signs shall be placed at the construction site that prohibit feeding wildlife.</li> <li>• Firearms shall not be allowed on the project site.</li> <li>• To prevent harassment, mortality of kit foxes or destruction of dens by dogs or cats, pets shall not be permitted on project sites.</li> <li>• Use of rodenticides and herbicides in project areas shall be restricted.</li> <li>• A representative shall be appointed by the project sponsor who would be the contact source for any employee or contractor who might inadvertently kill or injure a kit fox or who finds a dead, injured or entrapped individual (the representative's name and address shall be provided to the USFWS).</li> </ul>					

<sup>39</sup> USFWS. 1999. Standardized Recommendations for Protecting Kit Fox Prior to or During Ground Disturbance Activities.

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<b>Impact</b>	<b>2008 EIR Conclusion</b>	<b>Do Proposed Changes Involve New or More Severe Impacts?</b>	<b>Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?</b>	<b>Any New Information Requiring New Analysis or Verification?</b>	<b>Discussion</b>
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- Upon completion of the project, all areas subject to temporary ground disturbance, including storage and staging areas, temporary roads, pipeline corridors, etc., shall be re-contoured if necessary, and revegetated to promote restoration of the area to pre-project conditions.
- In the case of trapped animals, escape ramps or structures shall be installed immediately to allow the animal(s) to escape, or the USFWS should be contacted for advice.
- Any contractor, employee(s), or agency personnel who inadvertently kills or injures a San Joaquin kit fox shall immediately report the incident to their representative. The representative shall contact the CDFW immediately in the case of a dead, injured or entrapped kit fox. The CDFW contact for immediate assistance is State Dispatch at (916)445-0045.
- The Sacramento Field Office of the USFWS and CDFW shall be notified in writing within three working days of the accidental death or injury to a San Joaquin kit fox during project related activities. Notification must include the date, time, location of the incident or of the finding of a dead or injured animal and any other pertinent information. (LTS)

**BIO-4a:** A qualified biologist shall conduct a pre-construction survey for nesting special-status raptors and loggerhead shrikes within 30 days prior to the commencement of tree trimming, site preparation, or construction related activities on the project site or at off-site project areas. The survey shall include all impacted areas within 250 feet of riparian vegetation along Sand Creek or within 250 feet of trees occurring in the area south of the creek, if this disturbance is to occur during the breeding season (February 1 to August 31). If nesting birds are detected, an appropriate fenced construction buffer shall be established around the nest. The actual size of the buffer shall be determined by the biologist in consultation with CDFW and would depend on the species, topography, and type of construction activity that would occur in the vicinity of the nest. The fenced construction buffers shall be monitored weekly by the biologist and shall remain in effect until the young have fledged the nest and are foraging independently or the nest is no longer active. Construction activity, staging, or parking shall not be allowed with the buffer zones until the young have fledged from the nest and are foraging independently or the nest is no longer active. Preconstruction surveys shall be repeated at 30 day intervals until construction activities are initiated.

**BIO-4b:** A qualified biologist shall conduct pre-construction surveys for nesting tricolored blackbirds within the manmade detention channel within 30 days prior to the commencement of any activities occurring within or within 100 feet of the detention channel or within the grasslands of the site, if this disturbance would occur during the passerine (songbird) breeding season, March 1 to August 31. If nesting tricolored blackbirds are detected, an appropriate fenced construction buffer shall be established around the nest. The actual size of the buffer shall be determined by the biologist in consultation with CDFW depending on the species, topography, and type of construction activity that would occur in the vicinity of the nest. The fenced construction buffers shall be monitored weekly by the biologist and shall remain in effect until the young have fledged the nest and are foraging independently or the nest is no longer active. Preconstruction surveys shall be repeated at 30-day intervals until construction activities are initiated.

**BIO-4c:** A qualified biologist shall conduct pre-construction surveys for nesting northern harriers, and nesting or roosting burrowing owls, 30 days prior to the commencement of ground disturbance activities in all grassland habitats occurring within 250 feet of such disturbance. If nesting birds are detected, an appropriate fenced construction buffer shall be established around the nest. The actual size of the buffer shall be determined by the biologist in consultation with CDFW and would depend on the species, topography, and type of construction activity that would occur in the vicinity of the nest. The fenced construction buffers shall be monitored weekly by the biologist and shall remain in effect until the young have fledged the nest and are foraging independently or the nest is no longer active. No construction activity, staging, or parking shall be allowed with the buffer zones until the young have fledged from the nest and are foraging independently or the nest is no longer active. Preconstruction surveys shall be repeated at 30 day intervals until construction

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	<p>activities are initiated. If roosting burrowing owls occur on the site outside the raptor breeding season (i.e. outside of the period from February 1 to August 31), the project proponent may proceed with a passive eviction as discussed in Mitigation Measure BIO-3f.</p>				<p><b>BIO-4d:</b> The project sponsor shall consult with the CDFW regarding impacts to Swainson's hawk from the current project. The project sponsor shall obtain the appropriate take authorization (2081 permit) from the CDFW prior to initiation of construction activities. The project sponsor shall comply with all terms of the endangered species permits including any mitigation requirements and provide proof of compliance to the City prior to issuance of a grading permit. Implementation of Mitigation Measures BIO-4a, 4b, 4c, and 4d would reduce impacts as a result of destruction or abandonment of special-status bird nests to a less-than-significant level. (LTS)</p> <p><b>BIO-5a:</b> To mitigate for the loss of 0.17 acres of jurisdictional Waters of the U.S., 0.40 acres of jurisdictional Waters of the State, and approximately 0.03 acres of riparian areas under CDFW jurisdiction on the project site, the project sponsor shall preserve approximately 0.61 acres of jurisdictional tributary waters within the Sand Creek channel on-site, as well as preserve and create jurisdictional seasonal wetland habitat off-site on the 166.6-acre Ralph mitigation property. Although formal delineation has not been conducted on the Ralph property, the site supports an estimated 30 acres of combined vernal pool, seasonal wetland channel, and seasonal alkali wetland habitats that would be preserved in perpetuity on the site. Additionally, the project sponsor shall create 0.91 acres of seasonal wetland habitat on the Ralph site to mitigate at a 1:2.8 (loss:creation) ratio the loss of 0.32 acres of seasonal wetland habitat on the project site.</p> <p><b>BIO-5b:</b> Prior to issuing a grading permit, the project sponsor shall obtain the appropriate State and federal permits authorizing the fill of wetlands that are waters of the State and U.S. The project sponsor shall provide proof to the City of compliance with the terms and conditions of the permits, including all mitigation requirements, prior to issuance of the grading permit. (LTS)</p> <p><b>BIO-6:</b> If grading or construction begins within the breeding season for passerines (songbirds) and other common bird species (March – August), a qualified biologist shall conduct surveys of the grassland, ruderal and riparian habitats on-site and in all off-site impact areas to identify any bird species that are nesting in these areas. The surveys shall be carried out no sooner than two weeks prior to the start of construction. Impacts to active nests shall be avoided by establishing a fenced exclusion zone around all active nests, within which construction-related activities shall be prohibited until nestling birds have been determined to have fledged and be foraging independently or the until the nest is no longer active. Preconstruction surveys shall be repeated at 30-day intervals until construction activities are initiated. (LTS)</p> <p><b>BIO-7:</b> A formal tree survey shall be conducted by a qualified arborist or botanist to determine the sizes, locations, and species of all trees that would be impacted by the pipeline installation. Trees covered under the tree ordinance that would be removed as a result of pipeline construction shall be replaced at a 3:1 mitigation to loss ratio for "mature trees" and at a 2:1 mitigation to loss ratio for "established trees" to offset the temporal loss of these mature trees on the site. All mitigation trees shall consist of native trees indigenous to the region. Trees planted as mitigation can be incorporated into the landscape plans and/or the Riparian Enhancement Plan for the project site. (LTS)</p> <p><b>Special Mitigation Measures:</b> None required.</p>

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(1) Police services.	LS (p. 289)	No	No	No	<p>The 2008 EIR determined that the proposed age-restricted project would have less-than-significant impacts to police services.</p> <p>The Antioch PD is responsible for providing law enforcement services within the City of Antioch. The Antioch PD operates out of the police headquarters at 300 L Street, and is currently budgeted for 124 sworn and 59 non-sworn employees, however, actual staffing levels are lower.<sup>40</sup> As noted previously, Policy 3.5.3.1 states that the City strives to maintain a force level within a range of 1.2 to 1.5 officers, including community service officers assigned to community policing and prisoner custody details, per 1,000 population. The City of Antioch's current population is 107,100,<sup>41</sup> which results in a current staffing ratio for the Antioch PD of approximately 1.0 per 1,000 residents. According to the current Antioch General Plan EIR, population growth has created an increased demand for police-related services, and consequently a need for additional Antioch PD staff. The General Plan EIR identified that without new funding sources the changes in the staffing ratio is unlikely; however, as population increases, additional officers would be hired to maintain the required ratio.<sup>42</sup> In addition, the proposed project's Development Agreement would require a financing mechanism for the provision of police services to the project site.</p> <p>The proposed change to a non-age-restricted project with the same number of dwelling units would not be expected to increase the demand for police services above and beyond that which was predicted for the 2008 age-restricted project. As a result, the 2008 EIR conclusion remains valid for the</p>

**J. Public Services**

<sup>40</sup> City of Antioch. About Antioch Police Department. Available at: [http://www.ci.antioch.ca.us/CityGov/Police/about\\_and.htm](http://www.ci.antioch.ca.us/CityGov/Police/about_and.htm). Accessed on March 9, 2015.  
<sup>41</sup> United States Census Bureau. *Antioch (city), California Quickfacts*. Available at: <http://quickfacts.census.gov>. Accessed on March 10, 2015.  
<sup>42</sup> City of Antioch. *City of Antioch General Plan EIR [pg. 4.11-1]*. July 2003.

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(2) Fire protection.	LS (p. 289)	No	No	No	<p>current project and no new impacts would be generated.</p> <p>Similar to the 2008 Aviano Adult Community Project, the current project would result in an increased demand for fire protection and emergency medical services to accommodate the proposed residential development. The current average response time to the project site from Station 88 is approximately 6½ to 7½ minutes, which is within the National standard of eight minutes 80 percent of the time, but does not meet the City's General Plan standard of five minutes 90 percent of the time. In addition, a full alarm fire at the project site, requiring response from all five fire stations currently exceeds the 8-minute response time by one to 10 minutes. The current project would place an additional demand on the Contra Costa County Fire Protection District (CCCFPD) services and contribute to response times within southeast Antioch that would not meet established national or local standards.</p> <p>However, as development occurs within the Sand Creek Focus Area, the CCCFPD plans to construct a new fire station to serve the area. Construction of a new fire station is required to maintain acceptable response times within this area of the City. Development of the project site with up to 533 residential units would exacerbate the need for this new fire station. The CCCFPD levies a fire protection fee on new development to pay for the construction of new fire stations. The project applicant would be required to pay \$591 per residential unit, or approximately \$315,003 for development of 533 residential units on the project site. The fee would provide the project's pro-rata fair share towards the construction of the new fire station. Once this fire station is constructed, the CCCFPD would be able to maintain adequate response times to the project site; however the anticipated dates of construction and operation of this station are unknown at this time. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.</p>
(3) Parks and recreation.	LS (p. 290)	No	No	No	<p>Development of the 2008 Aviano Adult Community Project and the current project would result in the construction of up to 533 residential units. It</p>

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					<p>should be noted that the current project may increase park use with the change to non-age restricted homes. Similar to the 2008 Aviano Adult Community Project, each lot would have a private backyard and front landscaped area, which would be maintained by each individual homeowner..</p> <p>Article 10, Regulations for the Dedication of Land, the Payment of Fees, or Both, for Park and Recreational Lands, of Chapter 4 of the Antioch Zoning Ordinance outlines the parkland dedication requirements for new residential subdivisions. According to the table in Section 9-4.1004 of the Zoning Ordinance, 0.015 acres of parkland are required for each single-family detached dwelling unit. Based on this requirement, the project would require 8.025 acres of parkland. It should be noted that Section 9-4.1010 of the Zoning Ordinance outlines potential credits for private open space within new developments which is usable for active recreational uses. The project will provide 16.9 acres of park, including basins.</p> <p>The current project provides parks, open space and landscaped areas. The additional residential population and parkland located on the project site would not substantially increase or decrease the current parkland/population ratio. The current project would pay the in-lieu fees to the City for any required parkland acreage.</p> <p>Residents of the current project would be expected to make some use of community and regional parks in the areas surrounding the project site. However, the increase in usage would not be such that physical deterioration of existing facilities would occur or be accelerated, given the abundance and proximity of intensive on-site recreational facilities tailored specifically for project residents. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.</p>

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Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<b>(4) Libraries.</b>	LS (p. 290)	No	No	No	The current project would add approximately 1,723 new residents to southeast Antioch, thereby increasing demand for library services. However, according to page 190 of the 2008 EIR, the demand for library services would be met by existing and planned library facilities. Similar to the 2008 Aviano Adult Community Project, the current project would not itself require the construction of new library facilities and would not cause or accelerate the physical deterioration of existing library facilities. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.
<b>(5) Schools.</b>	N/A	No	No	Yes	<p>Because the 2008 Aviano Farms Adult Community was an age-restricted development, the 2008 EIR did not include a discussion of school impacts. Using the Antioch Unified School District's student generation rates, the proposed project's single-family dwelling units would generate an estimated 166 new elementary school students, 80 new middle school students, and 112 new high school students for a total of 358 new students.<sup>43</sup> The new students generated by the proposed project would add additional students to schools capacity. It should be noted that the Antioch Unified School District currently owns property within the Sand Creek Focus Area for the development of a future school.</p> <p>The applicant is required to pay school impact fees. Proposition 1A/SB 50 prohibits local agencies from using the inadequacy of school facilities as a basis for denying or conditioning approvals of any "[...] legislative or adjudicative act...involving ...the planning, use, or development of real property" (Government Code 65996(b)). Satisfaction of the Proposition 1A/SB 50 statutory requirements by a developer is deemed to be "full and complete mitigation." Therefore, the project would have a <i>less-than-significant</i> impact regarding the need for the construction of new school facilities which could cause significant environmental impacts.</p>

<sup>43</sup> Antioch Unified School District, 2008.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p><b>2008 EIR Mitigation Measures:</b> None required.</p>					
<p><b>Special Mitigation Measures:</b> None required.</p>					
<b>K. Utilities and Infrastructure</b>					
(1) Water.	LS (p. 300)	No	No	Yes (analysis shows that original environmental conclusion of LS remains the same)	<p>The City of Antioch's 2010 Urban Water Management Plan (UWMP) showed a water supply surplus in Normal and Single Dry Years through the year 2030, but shows a supply deficit during Multiple Dry Years. The Project's potable water demand is not specifically designated in the City's 2010 UWMP, but is included as a planned development area within the Sand Creek Focus Area.</p> <p>The projected water demand for the current project is based on the City's water demand factors for single family residences that were documented in the City's 2010 UWMP (Tables 3-8 and 3-9) and an estimate of the required irrigation demand based on the City's Water Efficient Landscape Ordinance. According to the Water Supply Assessment (WSA) performed for the current project, the total projected annual water demand for the current project is approximately 330 acre-feet per year (AFY), assuming an unaccounted for water value of three percent of total water produced.<sup>44</sup> The 2008 EIR determined that the 2008 Aviano Adult Community Project would require approximately 240 AFY.</p> <p>Although the current project is not specifically identified in the City's 2010 UWMP, the Sand Creek Focus Area is included, and the City's growth projections (an additional 17,771 people from 2010 to 2035) and water demand projections (an additional 2,587 AFY from 2010 to 2035) accommodate the current project's potential population of 1,679 people and projected water demand of 330 AFY. It should be noted that, applying the City's 3.22 persons per household statistic to the current project's 533 units,</p>

<sup>44</sup> West Yost Associates. *Water Supply Assessment for Aviano Farms*. January 2015.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(2) Wastewater.	LS (p. 300)	No	No	No	<p>the current project would result in a service population of 1,723 persons.</p> <p>According to the WSA, the current project, if approved by the City, is capable of being served by the City from the City's existing and future portfolio of water supplies. The water supply for the project will have the same water supply reliability and water quality as the water supply available to each of the City's other existing and future water customers.</p> <p>A comparison of the City's projected water supplies and demands is shown in Table 7-1 of the WSA for Normal, Single Dry, and Multiple Dry Years. Table 7-1 is based on Tables 5-8, 5-9, and 5-10 from the City's 2010 UWMP. The positive difference between supply and demand in Table 7-1 indicates that, in average precipitation years, the City will have sufficient water to meet the customers' needs through 2035. As indicated in Table 7-1, a projected supply deficit may exist during the third year of a multi-year drought. The projected water supply deficit is approximately nine percent of supply in 2035. The deficit would be closed by the City's short-term water demand reduction measures. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.</p> <p>The Delta Diablo WWTP NPDES Permit allows an average dry weather flow of 16.5 million gallons per day (MGD). An EIR for the expansion of the wastewater treatment plant capacity to an average dry weather flow of 22.7 MGD was completed in April 1988. During the most recent reporting period, 2012, the average dry weather flow influent to the treatment plant was 12.7 MGD. In 2000 and 2005, the average dry weather flow influent to the treatment plant was 13.5 MGD and 14.2 MGD, respectively.<sup>45</sup> The Delta Diablo Sanitation District (DDSD) uses a wastewater generation rate of 200 gallons per day per residential unit. At this rate, the current project would generate 107,000 gallons (0.11 MGD) of wastewater per day. This represents</p>

<sup>45</sup> According to Patricia Chapman, Associate Engineer, Delta Diablo Sanitation District. Correspondence with Nick Pappani, Vice President of Raney Planning & Management, Inc., October 3, 2013.

ABO

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(3) Solid waste.	LS (p. 301)	No	No	No	<p>less than a one percent increase in the average dry weather flow to the WWTP and less than one percent of the WWTP's existing capacity. It should be noted that the calculations in the 2008 EIR relating to sewer generation would still be applicable to the current project as the wastewater generation rate is based on standard residential units. The additional wastewater generated by the current project would not exceed the capacity of the WWTP. As a result, the current project would not cause any wastewater treatment requirements established by the RWQCB to be violated. In addition, the project sponsor would pay a sewer connection fee to DDS for the current project. This fee would contribute to future WWTP expansions, as necessary to serve projected development.</p> <p>The current project would connect to the existing 24-inch main sanitary sewer pipeline located in Heidorn Ranch Road, south of EBMUD. The pipe would be extended south along the future alignment of Heidorn Ranch Road and through the center of the Vineyards at Sand Creek project (Ginocchio property) along the main promenade; then south in Hillcrest Avenue and west in Sand Creek Road. The new sanitary sewer line would serve both the project site as well as the AUSD Dozier/Libbey/Medical High School. It should be noted that the proposed Vineyards at Sand Creek Project, adjacent to the Aviano Farms site, also requires extension of the existing 24-inch sanitary sewer pipe, located at Heidorn Ranch Road. Therefore, this sewer improvement is also being evaluated in the Vineyards at Sand Creek EIR. Wastewater would be conveyed from the 24-inch main pipeline to either the Antioch or Bridgehead pump stations, in north Antioch. These pump stations are expected to have the capacity to meet the increased demand. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.</p> <p>According to the CIWMB, the average single-family residence produces 10 pounds of solid waste per day. It should be noted that the solid waste generation rate would still be applicable to the current project as the generation rate is based on standard single-family residential units. As such,</p>

AG1

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(4) Electricity, natural gas, and telecommunications.	LS (p. 301)	No	No	No	<p>the proposed 533 residences would produce approximately 5,350 pounds (2.7 tons) of waste per day. The permitted daily throughput for the Contra Costa Transfer and Recovery Station is 1,900 tons per day and the permitted throughput for the Keller Canyon Landfill is 3,500 tons per day. The increase in waste associated with the current project would represent approximately one tenth of one percent of the daily permitted throughput for the Transfer Station and less than one tenth of one percent of the daily capacity of the landfill. The increase in solid waste generated by the current project would be minimal and would be accommodated by existing landfill capacity. Similar to the 2008 Aviano Adult Community Project, the addition of project waste would not diminish the anticipated life span of the landfill.</p> <p>In addition, Allied Waste Services would provide recycling services and yard waste collection for the current project, thereby reducing the solid waste generated by the current project. The current project would not cause the solid waste provider to be out of compliance with applicable statutes and regulations related to solid waste, resulting in a <i>less-than-significant</i> impact related to solid waste generation, similar to the 2008 Aviano Adult Community Project.</p> <p>Development of the current project would increase demand for electricity, natural gas and telecommunications services in order to serve the additional 533 project residences. However, new construction associated with the current project would take place adjacent to developed areas currently serviced by electricity, gas, and telecommunications providers. In addition, the recently constructed PG&amp;E substation in Antioch would improve the reliability and safety of electric services within the project area. Therefore, the extension of utilities to serve new development would result in less-than-significant impacts to the aforementioned services.</p> <p>In addition, per City requirements, the City would review project development plans prior to project approval to ensure that Title 24 energy conservation and efficiency standards are met and incorporated into project</p>

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
					design. Therefore, a <i>less-than-significant</i> impact would occur, similar to the 2008 Aviano Adult Community Project.
<b>2008 EIR Mitigation Measures:</b> None required.					
<b>Special Mitigation Measures:</b> None required.					
<b>L. Visual Resources</b>					
(1) Scenic vistas.	LS (p. 309)	No	No	No	Important view corridors within the vicinity of the project site include Lone Tree Way, Hillcrest Avenue, Deer Valley Road, and SR 4. The roadways provide views to natural ridgelines and landmarks, such as Mount Diablo and the distant foothills and local ridgelines. Similar to the 2008 Aviano Adult Community Project, development of the project site with up to 535 residences would not adversely alter the views from any of the above-mentioned scenic view corridors. The General Plan includes policies to preserve public view corridors and seeks to minimize the loss of views from public places. The 2008 EIR concluded that impacts related to scenic vistas would be less than age restricted and therefore the changes would not create new or more severe impacts related to scenic vistas. According to the current application, a significant portion of the project will still include single-story homes. Therefore, the findings in the 2008 EIR related to aesthetics remain applicable to the current project, and a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.
(2) Scenic resources within a State Scenic Highway.	LS (p. 315)	No	No	No	The only officially designated scenic highways within Contra Costa County are portions of Highway 24 and Interstate 680. <sup>46</sup> The aforementioned highways are not located within the vicinity of the project site. The current project would not result in the removal of trees, rock outcroppings, or historic resources, nor would the project substantially damage scenic resources within a State scenic highway. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.

<sup>46</sup> California Department of Transportation, 2007. California Scenic Highway Program. Website: [www.dot.ca.gov/hq/LandArch/scenic/schw.html](http://www.dot.ca.gov/hq/LandArch/scenic/schw.html). April 9.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
(3) Visual character.	LS (p. 315)	No	No	No	<p>Similar to the 2008 Aviano Adult Community Project, the project site currently consists of open grassland and a north facing hillside. The current project would develop the northern, grassland portion of the site with up to 533 residential units, along with associated landscaping and roadway improvements. Despite the removal of the age-restriction component of the project, a significant portion of the project will still include single story homes. The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to the visual character of the area. Although the majority of the Sand Creek Focus Area is currently rural, the intent of the General Plan is for this area to transition to an urbanized area. The southern portions of the project site, including Sand Creek and the hillside area, would remain as open space. Landscaping along the trail would consist of native trees that would blend with the natural landscape along the creek. As such, the visual character of the area would remain essentially unchanged.</p> <p>Consistent with General Plan Buffering Policies, the current project would be appropriately buffered from adjacent uses at the Kaiser Medical Facility. Soundwalls and fencing would incorporate landscaping along the project boundary. The change in character of the project site, once developed, would be visually compatible with surrounding development, including existing residential neighborhoods to the north, resulting in a less-than-significant impact. In addition, the current project would be subject to the City of Antioch's Design Review process. Design review would ensure that the current project complies with the City's objectives and policies related to project design. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.</p>
(4) The current project would create a new source of light and glare	LSM (p. 316)	No	No	No	<p>Similar to the 2008 Aviano Adult Community Project, the proposed residential development would include indoor lighting and outdoor lighting for safety purposes. The proposed recreational facilities, parks and pathways, and parking area would also include outdoor lighting for safety purposes. These new sources of light would be visible from a distance at night;</p>

AB4

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
affecting day and nighttime views in the area.					however, the addition of new light sources associated with the current project would generally blend in with surrounding development. Sun reflecting off of the windows of the proposed development could create daytime glare. The 2008 EIR required implementation of Mitigation Measure VIS-1 in order to ensure that the outdoor lighting would be designed to minimize glare and spillover to surrounding properties. Therefore, Mitigation Measure VIS-1 remains adequate in order to ensure that impacts related to light and glare are <i>less than significant</i> . The current project involves a change from age-restricted to non-age restricted and therefore the changes would not create new or more severe impacts related to light and glare.

**2008 EIR Mitigation Measures:**

VIS-1: Outdoor lighting shall be designed to minimize glare and spillover to surrounding properties. The current project shall incorporate non-mirrored glass to minimize daylight glare. Proposed lighting and building materials shall be reviewed and approved by the City as part of the Design Review process prior to issuance of building permits for the current project. (LTS)

**Special Mitigation Measures:** None required.

<b>M. Agricultural and Mineral Resources</b>					
(1) Conversion of Farmland.	LS (p. 324)	No	No	No	The project site and off-site impact areas are not designated by the Farmland Mapping & Monitoring Program (FMMP) as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. The FMMP designates the northern portion of the project site as "Farmland of Local Importance" while the southern hillside portion of the project site is designated as "Grazing Land." The conversion of these lands to non-agricultural uses would not result in significant impacts to FMMP-designated farmlands. Therefore, similar to the conclusion of the 2008 EIR, the currently proposed project would have a <i>less-than-significant</i> impact to the conversion of Farmland.
(2) Conflict with agricultural zoning or	LS (p. 325)	No	No	No	Similar to the 2008 Aviano Adult Community Project, the project site and off-site impact areas are PD on the Antioch Zoning Map and are not under a Williamson Act contract. <sup>47</sup> Development of the current project would not

<sup>47</sup> California, State of, 2002. Department of Conservation, Division of Land Resource Protection. Contra Costa County Williamson Act Lands 2002. March 6.

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
Williamson Act contract.					conflict with existing zoning for agricultural use or a Williamson Act contract. Therefore, a <i>less-than-significant</i> impact would result, similar to the 2008 Aviano Adult Community Project.
(3) Loss of mineral resources.	LS (p. 325)	No	No	No	Coal mining activities west of the site have been abandoned and no coal has been extracted in the area since the early 1900s. All oil and gas production wells within the vicinity of the project site have been plugged and abandoned and the Brentwood oil field is not currently in active production. The General Plan does not designate the project site as suitable for mineral resource extraction, but rather for residential uses. Therefore, consistent with the conclusion of the 2008 EIR, development of the current project would not result in the loss of availability of a known mineral resource of value to the region or the State.
(4) Construction of sewer extension associated with the current project would temporarily disturb approximately 5 acres of agriculturally productive farmland on the Ginocchio/Nunn property, within the adjacent off-site impact area.	LSM (p. 325)	No	No	No	In addition to the three acres of permanently converted land on the Ginocchio parcel as part of the Hillcrest Avenue extension, an additional approximately five acres (not 10 acres) of agriculturally productive farmland would be temporarily disturbed due to construction of the sewer extension across the Ginocchio property and north along the alignment of Heidorn Ranch Road.. Within the alignment of Heidorn Ranch Road, an approximately 112-foot wide, 2.3-acre area would be temporarily disturbed for these same activities. As noted previously, the Vineyards at Sand Creek Project also includes extension of the sanitary sewer pipe, located in Heidorn Ranch Road. The Vineyards at Sand Creek Project could possibly construct the sewer improvements before the current project; if so, Mitigation Measure AG-1 would not be necessary. Upon completion of construction activities associated with the sewer extension, agricultural activities may return to the disturbed areas of the project site. Similar to the 2008 Aviano Adult Community Project, Mitigation Measure AG-1 would remain adequate in order to ensure impacts related to farmland on the Ginocchio property are <i>less than significant</i> .

A86

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<p><b>2008 EIR Mitigation Measures:</b>  <b>AG-1:</b> Under the direction and approval of the City, the project sponsor shall consult with adjacent property owners regarding construction of the sewer line extension through adjacent agriculturally productive parcels. Upon completion of the sewer line extension, the project sponsor shall retil disturbed areas to restore the field to previous conditions. This shall occur prior to issuance of a certificate of occupancy for the current project. (LTS)</p>					
<p><b>Special Mitigation Measures:</b> None required.</p>					
<p align="center"><b>M. Global Climate Change</b></p>					
<p><b>(1) Impacts to the current project from global climate change.</b></p>	<p>LS (p. 338)</p>	<p>No</p>	<p>No</p>	<p>No</p>	<p>Local temperatures could increase in time as a result of global climate change, with or without development as envisioned by the project. Based on the analysis contained in Section IV.G, Hydrology and Storm Drainage, of the 2008 EIR, the project site is not located in an area that would be subject to coastal or other flooding resulting from climate change. The current project site boundaries are the same as the 2008 Aviano Adult Community Project. Therefore, the potential effects of climate change (e.g., effects of flooding on the project site due to sea level rise) on the current project would be <i>less than significant</i>, similar to the 2008 Aviano Adult Community Project.</p>
<p><b>(2) Implementation of the project could result in greenhouse gas emission levels that would conflict with implementation of the greenhouse gas reduction goals under AB 32 or other State regulations.</b></p>	<p>LSM (p. 339)</p>	<p>No</p>	<p>No</p>	<p>Yes (analysis shows that original environmental conclusion of LSM remains the same)</p>	<p><i>It should be noted that an updated greenhouse gas emissions (GHG) analysis was prepared for the non-age restricted project by Raney Planning &amp; Management, Inc. in July 2014. This GHG analysis was based upon BAAQMD methodology and thresholds of significance.</i></p> <p>GHG emissions generated by the current project would predominantly consist of CO<sub>2</sub>. In comparison to criteria air pollutants (see Section IV.C, Air Quality), such as ozone and PM<sub>10</sub>, CO<sub>2</sub> emissions persist in the atmosphere for a substantially longer period of time. While emissions of other GHGs, such as CH<sub>4</sub>, are important with respect to global climate change, emission levels of other GHGs are less dependent on the land use and circulation patterns associated with the proposed land use development project than are levels of CO<sub>2</sub>.</p> <p><i>Construction Impacts.</i> Construction activities produce combustion emissions</p>

AG-1



**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
					<p>from various sources such as site grading, utility engines, on-site heavy-duty construction vehicles, equipment hauling materials to and from the site, asphalt paving, and motor vehicles transporting the construction crew. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.</p> <p>Development of the project site is anticipated to require site grading and preparation. Construction is anticipated to begin in 2015 and be completed in 2017. The only GHG with well-studied emissions characteristics and published emissions factors for construction equipment is CO<sub>2</sub>.</p> <p>According to the 2014 CalEEMod results, construction of the current project would result in the generation of 18.86 MTCO<sub>2</sub>e/yr. The total construction emissions were amortized over the anticipated 25-year lifetime of the project (471.44 MTCO<sub>2</sub>e / 25 years = 18.86 MTCO<sub>2</sub>e/yr). The project would be required to implement the construction exhaust control measures listed in Mitigation Measure AIR-1 of Section IV.C, including minimization of construction equipment idling, proper engine tuning and exhaust controls, and the use of alternatively powered construction equipment when feasible. All of these measures would reduce GHG emissions during the construction period. The 2008 EIR required Mitigation Measure GCC-1a to further reduce GHG emissions impacts, specifically those associated with construction waste generation and vehicle miles traveled for delivery of materials and products to the project site.</p> <p>It should be noted that the construction emissions for the 2008 Aviano Adult Community Project were quantified using the URBEMIS 2007 model. According to page 340 of the 2008 EIR, the average daily CO<sub>2</sub> emissions associated with construction equipment exhaust for the 2008 Aviano Adult Community Project would be approximately 900 tons per year, with total project construction-related CO<sub>2</sub> emissions of 1,821 tons. Because the site plan, site conditions, and construction activities of the current project would</p>

ABG

**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
					<p>be similar to the 2008 Aviano Adult Community Project, impacts related to construction GHGs would be similar for the current project as the 2008 Aviano Adult Community Project. Although the construction emissions quantified using CalEEMod are below the emissions quantified in 2008 using the URBEMIS model, Mitigation Measure GCC-1a would further reduce the construction emission resulting from the current project.</p> <p><i>Operational Impacts.</i> Long-term operation of the current project would generate GHG emissions from area and mobile sources, and indirect emissions from stationary sources associated with energy consumption.</p> <p>The current project's emissions were quantified using the CalEEMod software version 2013.2.2. Results of the CalEEMod modeling are expressed in lbs/day for construction and operational emissions, and in tons/yr for cumulative emissions, which allows for comparison between the model results and the BAAQMD significance thresholds. Analysis of the current project's operational GHG emissions included estimations of CO<sub>2</sub>, N<sub>2</sub>O, and CH<sub>4</sub> emissions and was conducted by Raney Planning &amp; Management in 2014 using CalEEMod. According to the CalEEMod results, the current project would result in estimated unmitigated operational GHG emissions of 6,901.70 MTCO<sub>2</sub>eq/yr. However, applying the City's 3,222 persons per household statistic to the current project's 535 units, the current project would result in a service population of 1,723 persons. Accordingly, the current project's operational GHG emissions would be 4.3 MTCO<sub>2</sub>eq/SP/yr, which would be below BAAQMD's applicable GHG threshold of significance of 4.6 MTCO<sub>2</sub>eq/SP/yr. The current project's GHG emissions were calculated using CalEEMod and are presented in Table 4 below.</p> <p>It should be noted that the 2008 Aviano Adult Community Project EIR quantified the long-term project operational emissions of GHG in terms of CO<sub>2</sub>eq. According to page 341 of the 2008 EIR, the 2008 Aviano Adult Community Project would result in approximately 8,100 tons of CO<sub>2</sub>eq per year (or 7,348 MTCO<sub>2</sub>eq/yr). As shown in Table 4, the current project would</p>

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion																		
					<p>result in 6,967.8 MTCO<sub>2</sub>eq/yr. As such, the current project would result in 380.2 MTCO<sub>2</sub>eq fewer annually. Nevertheless, mitigation measures included in the 2008 EIR would decrease the GHG emissions for the current project even further.</p> <div data-bbox="565 138 1101 856" data-label="Table"> <p align="center"><b>Table 4 Unmitigated Project (2020) GHG Emissions</b></p> <table border="1"> <thead> <tr> <th>Emission Source</th> <th>Annual GHG Emissions (MTCO<sub>2</sub>e/yr)</th> </tr> </thead> <tbody> <tr> <td>Construction Emissions<sup>1</sup></td> <td>66.10</td> </tr> <tr> <td>Operational Emissions</td> <td>6,901.70</td> </tr> <tr> <td>Area</td> <td>46.46</td> </tr> <tr> <td>Energy</td> <td>2,118.50</td> </tr> <tr> <td>Mobile</td> <td>4,323.66</td> </tr> <tr> <td>Waste</td> <td>292.33</td> </tr> <tr> <td>Water</td> <td>120.75</td> </tr> <tr> <td><b>TOTAL ANNUAL GHG EMISSIONS</b></td> <td><b>6,967.80</b></td> </tr> </tbody> </table> <p><sup>1</sup> Amortized total construction emissions (1,652.61 MTCO<sub>2</sub>e) over the anticipated 25-year lifetime of the project (1,652.61 MTCO<sub>2</sub>e / 25 years = 66.10 MTCO<sub>2</sub>e/yr). Source: CalEEMod, July 2014.</p> </div> <p>In addition, consistent with the 2008 EIR, the project would also be subject to Mitigation Measures GCC-1 and GCC-1b, which would further reduce GHG emissions attributable to the current project. Therefore, Mitigation Measures GCC-1a and 1b remain adequate in order to ensure impacts related to the incremental contribution to global climate change are <i>less than significant</i>.</p>	Emission Source	Annual GHG Emissions (MTCO <sub>2</sub> e/yr)	Construction Emissions <sup>1</sup>	66.10	Operational Emissions	6,901.70	Area	46.46	Energy	2,118.50	Mobile	4,323.66	Waste	292.33	Water	120.75	<b>TOTAL ANNUAL GHG EMISSIONS</b>	<b>6,967.80</b>
Emission Source	Annual GHG Emissions (MTCO <sub>2</sub> e/yr)																						
Construction Emissions <sup>1</sup>	66.10																						
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Mobile	4,323.66																						
Waste	292.33																						
Water	120.75																						
<b>TOTAL ANNUAL GHG EMISSIONS</b>	<b>6,967.80</b>																						

**2008 EIR Mitigation Measures:**

GCC-1a: To the extent feasible and to the satisfaction of the City, the following measures shall be incorporated into the design and construction of the project:

- Develop and implement a construction waste management plan that, at a minimum, identifies the materials to be diverted from disposal and whether the materials will be sorted on-site or co-mingled;

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<ul style="list-style-type: none"> <li>Reuse and/or recycle at least 50 percent (as calculated by weight or volume) of non-hazardous construction debris (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard);</li> <li>Use building materials or products that have been extracted, harvested or recovered, as well as manufactured, within 500 miles of the project site, unless use of such products are demonstrated to the satisfaction of the City to be infeasible.</li> </ul> <p><u>GCC-1b:</u> To the extent feasible and to the satisfaction of the City, the following measures shall be incorporated into the design and construction of the project:</p> <p><i>Energy Efficiency Measures</i></p> <ul style="list-style-type: none"> <li>Design all project buildings to exceed California Building Code's Title 24 energy standard, including, but not limited to any combination of the following:               <ul style="list-style-type: none"> <li>Increase insulation to exceed minimum code requirements so that heat transfer and thermal bridging is minimized;</li> <li>Construct all units to achieve the Home Energy Rating System (HERS) certification to minimize energy consumption by constructing "tight" building envelopes and HVAC systems;</li> <li>Install only EnergyStar™ or better rated space heating and cooling equipment, appliances or other applicable electrical equipment;</li> <li>Install EnergyStar™ approved lighting and lighting control systems and use daylight as an integral part of lighting systems in buildings; and</li> <li>Install only EnergyStar™ approved or better Low-E windows.</li> </ul> </li> <li>Provide a landscape and development plan for the project that takes advantage of shade, prevailing winds, and landscaping;</li> <li>Install light colored "cool" roofs and pavements;</li> <li>Install solar powered or light emitting diodes (LED) outdoor lighting systems.</li> </ul> <p><i>Water Conservation and Efficiency Measures</i></p> <ul style="list-style-type: none"> <li>Devise a comprehensive water conservation strategy appropriate for the project and location. The strategy may include the following, plus other appropriate innovative measures:               <ul style="list-style-type: none"> <li>Create water-efficient landscapes within the development (i.e., through the use of drought tolerant vegetation);</li> <li>Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls;</li> <li>Use reclaimed water for landscape irrigation within the project. Install the infrastructure to deliver and use reclaimed water;</li> <li>Install water-efficient fixtures and appliances including low-flow faucets and shower heads and dual-flush toilets in all buildings; and</li> <li>Restrict watering methods (e.g., prohibit systems that apply water to non-vegetated surfaces) and control runoff.</li> </ul> </li> </ul> <p><i>Solid Waste Measures</i></p> <ul style="list-style-type: none"> <li>Provide adequate recycling containers in all public areas of the project.</li> </ul> <p><i>Transportation and Motor Vehicle Measures</i></p> <ul style="list-style-type: none"> <li>Provide transit facilities (e.g., bus bulbs/turnouts, benches, shelters);</li> <li>Provide bicycle lanes and/or paths, incorporated into the proposed street systems and connected to a community-wide network;</li> <li>Provide sidewalks and/or paths, connected to adjacent land uses, transit stops, and/or community-wide network;</li> <li>Size parking capacity to not exceed the City's zoning requirements; and</li> </ul>					

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**Aviano Project Environmental Impacts Comparison**

Impact	2008 EIR Conclusion	Do Proposed Changes Involve New or More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Discussion
<ul style="list-style-type: none"> <li>To the extent feasible, provide infrastructure and support programs to facilitate shared vehicle usage such as carpool drop-off areas, designated parking for vanpools, or car-share services, ride boards, and shuttle service to mass transit. (LTS)</li> <li></li> </ul>					
<p><b>Special Mitigation Measures:</b> None required.</p>					

AGZ

# ATTACHMENT "B"

ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND AVIANO FARMS, LLC FOR THE AVIANO FARMS 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 noticed public hearing on August 5, 2015 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on August 25, 2015 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 requiring a HOA to maintain certain improvements and formation of a revenue generating mechanism to fund police services.

**Section 5.** An addendum to the Aviano Adult Community Project EIR was adopted for the proposed project. The City Council has concluded that there have been no substantial changes to the project through the Development Agreement and there are no new significant environmental effects or an increase in previously identified effects. In addition, there is no new information of substantial importance which was not known and could not have been known which shows new significant environmental effects.

**ORDINANCE NO.** \_\_\_\_\_

August 25, 2015

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Therefore, no subsequent or supplemental environmental review is required under CEQA Guidelines Section 15162.

**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 25<sup>th</sup> day of August, 2015, and passed and adopted at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2015.

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**MAYOR OF THE CITY OF ANTIOCH**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF ANTIOCH**

BZ

## EXHIBIT A

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)

### DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND AVIANO FARMS, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and Aviano Farms, LLC, a California limited liability company ("**Aviano Farms**") (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.** De Nova Homes ("**De Nova Homes**") dba Aviano Farms is the owner of approximately 189 acres of real property located in the City of Antioch, Contra Costa County more particularly described in Exhibit A (the "**Property**") which it plans to develop as a single-family residential subdivision.

**C.** On October 25, 2005 the Antioch City Council approved a development agreement with Pulte Homes Corporation, dba Del Webb ("**Del Webb**") for this Property and on November 13, 2007 the City Council approved the First Amended and Restated Development Agreement with Del Webb ("**Del Webb Development Agreement**"). The Del Webb Development Agreement set forth Del Webb's intent to develop the Property with no more than 535 active senior adult residential units ("**Del Webb Project**"). The Del Webb Development Agreement was not assigned to or assumed by Aviano Farms.

**D.** On June 23, 2009, the Antioch City Council considered various environmental review and planning actions relating to the Del Webb Project ("**Del Webb Project Approvals**"). These actions include, without limitation, the following:



**1. Environmental Impact Report.** Pursuant to the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines, the City Council certified a final environmental impact report for the Del Webb Project (SCH No. 2006072027) pursuant to Resolution No. 2009/54 (“EIR”).

**2. Master Development Plan/Planned Development Rezone.** The City Council, after a duly noticed public hearing and certification of the EIR, introduced Ordinance No. 2031-C-S rezoning the property to Planned Development District and approving a Master Development Plan (“Rezoning”) and on July 14, 2009 adopted the Rezoning.

**3. Residential Development Allocations.** The City Council, after a duly noticed public hearing and certification of the EIR, approved residential development allocations for age restricted senior housing units for 0.5 allocation pursuant to Resolution No. 2009/55 (“RDA Approval”).

**4. Vesting Tentative Map/Final Development Plan and Use Permit.** The City Council, after a duly noticed public hearing and certification of the EIR, adopted Resolution No. 2009/56, approving a vesting tentative map/final development plan and use permit to subdivide the Property into multiple parcels to accommodate up to 535 age-restricted senior residential units as well as recreational, parks and open space parcels (“Vesting Tentative Map”).

**E.** In response to changed market conditions, Aviano Farms revised the Vesting Tentative Map mainly to 1) reflect a development with 533 non-age restricted units as opposed to 533 age restricted units, and 2) re-align the major sewer truck line from portions of Heidorn Ranch Road and future Sand Creek Road, to a location through the neighboring property to the east (“Revised Vesting Tentative Map”).

**F.** In order to move forward with the Revised Vesting Tentative Map, a text change will be made in the General Plan and Rezoning to clarify that a non-age restricted development may proceed on the Property (“General Plan Amendment” and “Rezoning Amendment”, respectively).

**G.** The Del Webb Project Approvals, as modified by the General Plan Amendment, Rezoning Amendment, Revised Vesting Tentative Map, and this Agreement, are sometimes referred to as “Project Approvals” and are set forth in Exhibit B.

**H.** Aviano Farms prepared a Preliminary Phasing Plan consistent with the Revised Tentative Map to facilitate development of the Property (“Preliminary Phasing Plan”). The Preliminary Phasing Plan is included as part of the conditions of approval that accompany the Revised Vesting Tentative Map (contained in Exhibit B).

**I.** An Addendum to the EIR was prepared in accordance with CEQA to provide the environmental analysis on the Project Approvals.

**J.** Aviano Farms and the City desire to enter into this Agreement to extend the term of the Project Approvals and to vest Aviano Farms with the right to develop the Property consistent with the Project Approvals. In exchange for the covenants contained in this

Agreement and the continued commitment of Aviano Farms to continue to provide the benefits described in the Project Approvals and any other necessary approvals required by the City that are consistent with and necessary to implement the Project Approvals (“**Subsequent Approvals**”), when and if the Aviano Farms Project proceeds, and in order to encourage the investment by it necessary to do so, the City is willing to enter into this Agreement to set forth the right of Aviano Farms to complete the Project as provided in this Agreement.

**K.** As part of the original development plans for the Property, Del Webb conveyed to the Antioch Unified School District (“**AUSD**”) approximately 10 acres located adjacent to the southwest corner of the Property for the development of the Dozier Libbey Medical High School (“**School**”). The School has been built and is operating with temporary access, sewer, water and power utilities. This Agreement is necessary to allow Aviano Farms, if it elects to proceed with the Project Approvals, the ability to 1) design and construct permanent access, sewer, water, and power utility improvements to serve the School, and 2) reimburse AUSD for its certain costs associated with the AUSD’s installation of the temporary access, sewer, water and power utility improvements.

**L.** During the original development plans for the Del Webb Project Approvals, two agreements were entered into to set forth the terms and conditions relating to the proposed Southern Alignment of Sand Creek Road through the Property: (1) a Memorandum of Agreement Resolving Alignment of Sand Creek Road Through City of Antioch’s Sand Creek Focus Area dated November 22, 2007 (the “**MOU**”), by and between Del Webb, City, Kaiser Foundation Hospitals (“**Kaiser**”), AUSD and Donald Williamson Charitable Trust and Shirley Perry as Trustee of the Shirley Perry Declaration of Living Trust (“**Covenantor**”); and (2) a Declaration of a Covenant to Run with the Land dated December 13, 2007, by and between Covenantor, Kaiser, City and AUSD as amended by the First Amendment to Declaration of Covenant to Run with the Land dated January 19, 2011 (the “**Declaration of Covenant**”).

**M.** On \_\_\_\_\_, 2015, at a duly noticed public hearing, the Planning Commission considered and recommended approval of the Addendum, General Plan Amendment, Rezoning Amendment, Revised Vesting Tentative Map and this Agreement to the City Council pursuant to Resolution No. 2015/\_\_\_\_\_.

**N.** On \_\_\_\_\_, 2015, at a duly noticed public hearing, the City Council approved the 1) Addendum pursuant to Resolution No. 2015/\_\_\_\_, 2) General Plan Amendment pursuant to Resolution No. 2015/\_\_\_\_, 3) Rezoning Amendment pursuant to Ordinance No. \_\_\_\_\_, and 4) Revised Vesting Tentative Map pursuant to Resolution No. 2015/\_\_\_\_\_.

**O.** 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.*

**P.** On \_\_\_\_\_, 2015, at a duly noticed public hearing, the City Council adopted Ordinance No. \_\_\_\_\_ approving this Agreement, a copy of which is attached as **Exhibit “C”**.

## AGREEMENT

In this factual context and intending to be legally bound, the Parties agree as follows:

### ARTICLE 1 TERM AND APPLICABLE LAW

The term of this Agreement shall commence as of the Effective Date and continue to and including \_\_\_\_, 2029. The expiration of the term of this Agreement shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Aviano Farms 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.

### ARTICLE 2 COVENANTS OF AVIANO FARMS

**2.1 Obligations of Aviano Farms Generally.** Aviano Farms shall have no obligation to proceed with, or complete the Aviano Farms Project at any particular time or at all. However, if Aviano Farms proceeds, it shall comply the Applicable Law, as defined below in Section 2.2.

**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 on the Effective Date (collectively, the “**City Regulations**”), except as otherwise expressly provided in the Project Approvals or this Agreement. The law applicable to the Project shall be (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 Development Fees.** Aviano Farms shall pay when due all applicable development fees in effect and at the rates and in the amounts applicable at the time of payment unless otherwise stated herein. Aviano Farms has agreed to complete certain improvements required by the Project Approvals to Hillcrest Avenue, Sand Creek Road and Dozier Libby Road as described in the Project Approvals, and shall therefore not be subject to any existing or future adopted traffic impact fees or any other fees related to roadway improvements.

In addition, Aviano Farms shall pay processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City of processing applications for Subsequent Approvals or for monitoring compliance with and review submittals for any Subsequent Approvals, as such fees and charges are adjusted from time to time. 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.

**2.4 Construction and Timing of Improvements.** Aviano Farms shall construct the improvements required by, and more particularly described in, the conditions of approval contained in Exhibit B. Aviano Farms 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.

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.** Aviano Farms 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. Aviano Farms may file multiple final maps in accordance with 3.5 below.

**2.6 Design Review.** The Project Approvals do not include design review approval, which Aviano Farms has yet to obtain. Aviano Farm's design review applications and submittals shall be consistent with the design review guidelines in effect at the time of their application to the extent such guidelines are consistent with the Project Approvals. The designs shall continue to incorporate a level of quality craftsmanship consistent with other De Nova Homes projects completed in similar regional markets.

**2.7 Design and Construction of Sand Creek Road.** Aviano Farms shall design, construct and install improvements to Sand Creek Road as more particularly described in the conditions of approval attached in Exhibit B.

**2.8 Sewer Line Improvements.** Aviano Farms shall design and obtain rights-of-way and easements at its sole cost in order to construct the major sewer trunk line in portions of Heidorn Ranch Road to a location through the neighboring property to the east to connect to the Project as more particularly described in the conditions of approval attached in Exhibit B ("**Sewer Line Improvements**"). Upon acceptance by the City, the Sewer Line Improvements shall be maintained by City.

**2.9 Parks, Trail Improvements and Landscaped Areas.** . Aviano Farms shall, at its cost and expense, design, construct and dedicate to the City, Parcel L, as an expansion to the existing Chaparral Park as more particularly described in the conditions of approval attached in Exhibit B ("**Parcel L Park**"). Upon acceptance by the City, the Parcel L Park shall be owned by the City and maintained by the Lighting and Landscaping District. Aviano Farms shall also 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 shall be maintained by the City. Aviano Farms shall, at its cost expense, design and construct other park and landscaped areas as more particularly described in the conditions of approval attached in Exhibit B. The park identified on Parcel P shall also be designed and

landscaped by Aviano Farms and may either be: 1) dedicated to and maintained by the Homeowners Association, or 2) dedicated to the City and maintained by the City through the Lighting and Landscape District (“**Parcel P Park**”). The City shall take into consideration Aviano Farm’s construction and dedication of the Parcel L Park, Trail Improvements and Park P Park (and other applicable park/landscaped areas) in determining credits against the park fees applicable to the Project.

**2.10 Irrevocable Offer of Dedication.** Prior to the approval of the last final map, Aviano Farms shall irrevocably offer to dedicate to City a 60-foot wide strip of land, approximately 2.5 acres in size south of the intersection of Sand Creek Road and “B” Street running south through Parcels “Q” and “R,” as more particularly described in the conditions of approval attached in Exhibit B.

**2.11 Homeowners Association.** Aviano Farms shall establish a Homeowners Association (“**HOA**”) for the Project in conformance with the regulations set forth by the State Bureau of Real Estate as more particularly described in the conditions of approval attached in Exhibit B. In the CC&Rs that are submitted to the Bureau of Real Estate for review and approval, Aviano Farms shall include the following:

**2.11.1** A requirement that no less than 70 percent of the units in the Project be maintained as owner-occupied homes.

**2.11.2** A requirement for the HOA to maintain records indicating those homes that are for rent and those homes occupied by the owner pursuant to the percentage requirement set forth in Section 2.11.1.

**2.11.3** A requirement that the HOA pay for the cost of police services funding if not approved pursuant to Section 2.13 and a waiver and release of any claims or challenges to such cost.

**2.11.4** A provision informing homeowners of their obligation to secure a business license before a home can be rented as required by Municipal Code Section \_\_\_\_.

**2.11.5** A requirement that front yards be adequately maintained and that allow the HOA, or the City as third-party beneficiary, to enforce this maintenance requirement if a homeowner fails to maintain front yards in accordance with the CC&Rs.

**2.12 RDA Approval and Application of Development Impact Fee Ordinance.** On March 11, 2014, pursuant to Ordinance No. \_\_\_\_, the City Council enacted a development impact fee ordinance and also repealed its residential development allocation ordinance (“**Development Impact Fees Ordinance**”). Aviano Farms shall abide by the newly enacted Development Impact Fees Ordinance except as may be specifically provided in the Project Approvals and specifically Section 2.3 of this Agreement, and the City agrees it will not enforce the RDA Approval as set forth in Recital D.3 on Aviano Farms.

**2.13 Police Services Funding.** In order to assist the City in meeting its General Plan policies regarding the provision of police services for its residents, at 1.35 officers per 1,000 residents, Aviano Farms shall, at City’s sole and absolute discretion, either establish or

participate in, if one has already been established, a land based financing mechanism (“Financing Mechanism”) in the form of a community facilities district or other means acceptable to the City in consultation with Aviano Farms. The Financing Mechanism will be established prior to the issuance of a building permit for the first residential unit of the Project. Aviano Farms shall bear the City’s costs in forming a Financing Mechanism or annexation into one, if already created, including consultant costs. Notwithstanding anything to the contrary herein, if a newly formed financing district or annexation includes property in addition to the Property, the City may consider in its discretion that the assessment or other form of revenue levied on the other properties shall include a proportionate share of the costs of formation or annexation, which when collected by the financing district shall be refunded to Aviano Farms without interest. The amount of the financial obligation through the Financing Mechanism for the Project shall not exceed an initial amount of \$445.00 per lot, with annual increases beginning one year after the Effective Date based on the Consumer Price Index for the San Francisco Bay Area. In addition, after implementation of the Financing Mechanism, the amount per lot will increase as determined through the Financing Mechanism to ensure adequate funding to meet the requirement of 1.35 officers. Aviano Farms acknowledges that this amount will increase over time. The requirements of this Section 2.13 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 or any additional sales tax or extension of such sales tax. The terms of this Section 2.13 are a material consideration of this Agreement and were analyzed as part of the Project in the CEQA review. Without the agreement by Aviano Farms to provide the police services funding described herein, additional environmental review would be required.

**2.14 MOU and Declaration of Covenant.** Aviano Farms acknowledges that it is obligated to compensate Kaiser for potential diminution in value that Kaiser asserts resulted in the realignment of Sand Creek Road, and reimburse AUSD for its cost associated with construction of temporary improvements it made to serve its property and construct or reimbursement AUSD for certain permanent school improvements and comply with any other obligations as owner of the Property, at such time and as set forth in the Declaration of Covenant and MOU. If Aviano Farms enters into separate agreements with Kaiser and AUSD to satisfy Aviano Farms’ potential obligations under the MOU and Declaration of Covenant if needed, the City shall cooperate with Aviano Farms to provide and record the necessary documentation to recognize the separate agreements. This Agreement is not intended to and does not modify any term or provision of the MOU or Declaration of Covenant.

### **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 Aviano Farm’s vested rights provided by this Agreement, and to ensure this Agreement remains in full force and effect. City shall cooperate with Aviano Farms so that it 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.

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**3.2 Eminent Domain.** Aviano Farms shall purchase any and all real property interests necessary to allow it to construct the public improvements required by the Project Approvals (including access and other permanent improvements for the School) and Subsequent Approvals. In the event that an affected property owner has rejected an offer by Aviano Farms, based upon fair market value as determined by an appraisal prepared by a City-approved appraiser in cooperation with City, Aviano Farms may request City assistance. Provided that Aviano Farms 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 to acquire such real property interests. Aviano Farms 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.** The City confirms and grants to Aviano Farms the vested right to develop the Property in accordance with the Project Approvals, Subsequent Approvals and this Agreement. This Agreement shall be enforceable as set forth in Section 9.2 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, 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 are as set forth in the Project Approvals, which City confirms and vests by this Agreement. City shall not require Aviano Farms to reserve or dedicate land for public purposes except as expressly required by the Project Approvals.

**3.5 Life of Vesting Tentative Subdivision Map.** By approval of this Agreement, City extends and vests the term of the Revised Vesting Tentative Map approved by Resolution No. 2015/\_\_\_\_\_ for the term of this Agreement (including any subsequent extensions). The term of this Agreement and of the Revised Vesting Tentative Map shall be extended automatically by a time period equal to the sum of any periods of time during which a development moratorium, as defined in Section 66452.6(f) of the Subdivision Map Act (the "**Map Act**"), is in effect. The term of each Project Approval and any other permit issued by City in conjunction with the Revised Vesting Tentative Map as provided in Section 66452.12 of the Map Act shall expire no sooner than (a) the Revised Vesting Tentative Map or (b) the term otherwise applicable to the Project Approval or permit if this Agreement were not in effect, whichever occurs later. The City shall not require Aviano Farms to enter into any subdivision or other agreement that is inconsistent with this Agreement or the Project Approvals or that requires more work than is required by them, provided however that the Parties agree and understand that Aviano Farms will be required to enter into subdivision improvement agreements as set forth in 2.5 above. The City shall allow Aviano Farms to file multiple final maps, if Aviano Farms desires, in accordance with Section 66456.1 of the Map Act.

**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:

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**3.6.1** Regulations regarding processing fees and charges, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

**3.6.2** Regulations 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** Regulations 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 ordinances and regulations 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, Aviano Farms shall have the right to challenge in court any City ordinance, policy, regulation or standard that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement.

#### **ARTICLE 4 AMENDMENT**

**4.1 Amendment to Approvals.** To the extent permitted by state and federal law, any Project Approval or Subsequent Approvals (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 Aviano Farms 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 Aviano Farms 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 Aviano Farms 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 Aviano Farms. 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 Aviano Farms 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.

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**ARTICLE 5**  
**ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION**

**5.1 Assignment of Interests, Rights and Obligations.** Nothing herein limits the right of Aviano Farms to freely alienate or transfer all or any portion of the Property. However, Aviano Farms may only transfer or assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto (a “**Transfer**”), subject to the requirements for City’s consent set forth in this ARTICLE 5, to a third party who acquires an interest or estate in the Property or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or improvements (a “**Transferee**”).

**5.2 Transfer Agreements.**

**5.2.1 Written Agreement.** In connection with a Transfer by Aviano Farms (other than a Transfer by Aviano Farms 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)), Aviano Farms and the Transferee shall enter into a written agreement (a “**Transfer Agreement**”), with City’s consent in writing to the Transfer, regarding the respective interests, rights and obligations of Aviano Farms and the Transferee in and under the Agreement and the Project Approvals. Such Transfer Agreement may (i) release Aviano Farms from obligations under the Agreement or the Project Approvals that pertain to that portion of the Project being transferred, as described in the Transfer Agreement, provided that the Transferee expressly assumes such obligations, (ii) transfer to the Transferee vested rights to improve and use that portion of the Project being transferred, and (iii) address any other matter deemed by Aviano Farms to be necessary or appropriate in connection with the transfer or assignment. Aviano Farms shall notify the City in writing that it plans to execute a Transfer Agreement at least 60 days in advance of the execution date and provide City with such information as may be required by City to demonstrate the Transferee’s qualifications and financial ability to complete the Project. City shall have 30 days from the date of such notice to review the information and provide a determination to Aviano Farms. City may withhold its consent if the City reasonably determines that the Transferee, or an entity with similar or related ownership or control as Transferee, has been a party to litigation filed against the City or if the Transferee lacks the financial ability to complete the Project. If City consents to the Transfer, Aviano Farms shall be released from its obligations as provided in the Transfer Agreement. If City does not consent to the Transfer, City shall provide its reasons in writing and shall meet with Aviano Farms 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 Aviano Farms, 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.** Any Transfer Agreement shall be binding on Aviano Farms, the City and the Transferee, but shall not release Aviano Farms absent express language in the Transfer Agreement. Upon recordation in the Official Records of Contra Costa County of any Transfer Agreement, Aviano Farms shall be released from those obligations assumed by the Transferee therein, subject to the provisions of 5.2.1 above.

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**5.3 Home Purchaser.** The burdens, obligations and duties of Aviano Farms under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor the City's consent shall be required in connection with, any single-family residence conveyed to a purchaser or leased for a period in excess of one year. The Transferee in such a transaction and its successors ("**Home Purchaser**") shall be deemed to have no obligations under this Agreement.

**5.4 Mortgage 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 Aviano Farms 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 ("**Mortgagee**") 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 Mortgage 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 Aviano Farms requesting a copy of any notice of default given Aviano Farms and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee's cost, concurrently with delivery to Aviano Farms, any notice with respect to any claim by the City that Aviano Farms committed an event of default. Each Mortgagee shall have the right during the same period available to Aviano Farms 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, WAIVER AND RELEASE**

**6.1 Indemnity and Cooperation.** Aviano Farms shall defend, indemnify and hold harmless the City, with legal counsel reasonably acceptable to the City Attorney, in any action brought by a third party to challenge this Agreement, any term of this Agreement or its implementation, any Project Approvals, or the related environmental review, including without limitation the terms of this Agreement set forth in Section 2.11 regarding the HOA and Section 2.13 regarding Police Services. Aviano Farms shall enter into a separate indemnification and

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defense agreement at the City's request in a form approved by City. The Parties shall cooperate fully in the defense of any such action.

**6.2 Waiver and Release.** Aviano Farms hereby waives and release City from any and all liabilities, obligations, orders, claims, damages, governmental fines or penalties, and expenses of defense with respect thereto, including attorneys' fees and costs, regarding the terms of this Agreement. The Parties acknowledge and agree that this Agreement has been negotiated by the Parties and that each Party is willingly entering into this Agreement.

**6.3 Legal Advice.** Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

## **ARTICLE 7 DEFAULT; TERMINATION; ANNUAL REVIEW**

### **7.1 Default.**

**7.1.1 Remedies In General; No Damages.** City and Aviano Farms 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

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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 Aviano Farms.** If Aviano Farms 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 Aviano Farms pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Aviano Farms 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**”). Aviano Farms 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 Aviano Farms by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Aviano Farms 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 Aviano Farms to be in default under this Agreement, then after notice and expiration of the cure period and completion of the dispute resolution procedures below, Aviano Farms 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 Aviano Farms, 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 Aviano Farms’ 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 Aviano Farms. 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, Aviano Farms shall provide City with a written report demonstrating its good-faith compliance with the terms of this Agreement (the "**Written Report**"). City's City Manager and City Attorney shall review the Written Report to determine whether Aviano Farms is in good-faith compliance with the terms of the Agreement and, if they have concerns about Aviano Farms' 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 Aviano Farms 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 Aviano Farms' performance. Aviano Farms shall be permitted an opportunity to respond to the City's evaluation of Aviano Farms' performance, either orally at a public hearing or in a written statement, at Aviano Farms' 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 Aviano Farms 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 Aviano Farms 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 Aviano Farms in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Aviano Farms 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 Aviano Farms 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 Aviano Farms 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 Aviano Farms and that there are no uncured defaults in the performance of Aviano Farms, except as may be represented by Aviano Farms. Aviano Farms 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.

**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 Aviano Farms, 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 Transfer 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, Aviano Farms, 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 Aviano Farms disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Aviano Farms. 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 Aviano Farms.

**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

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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 Aviano Farms. The following exhibits are attached to this Agreement and incorporated for all purposes:

- Exhibit A Property Description described in Recital B.
- Exhibit B Aviano Farms Project Approvals described in Recital G.
- Exhibit C Ordinance approving this Agreement described in Recital P.

**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 Aviano Farms and the City as of the Effective Date.

**CITY:**

**City of Antioch**, a municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_

**AVIANO FARMS:**

**Aviano Farms, LLC**, a California limited liability company

By: \_\_\_\_\_  
Dave Sanson, President

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APPROVED AS TO FORM:

By:

\_\_\_\_\_  
\_\_\_\_\_  
Special Counsel to City

ATTEST:

By:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Wendel, Rosen, Black & Dean LLP

By:

\_\_\_\_\_  
\_\_\_\_\_  
Attorneys for Aviano Farms

BLL

**EXHIBIT A**

**Property Description described in Recital B**

**Exhibit B**

**Aviano Farms Project Approvals described in Recital G**

**EXHIBIT C**

**Ordinance approving this Agreement described in Recital P**

# ATTACHMENT "C"

## RESOLUTION NO. 2015/\*\*

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A GENERAL PLAN AMENDMENT FOR PURPOSES OF AMENDING THE SAND CREEK FOCUS AREA TEXT TO ALLOW SMALL-LOT SINGLE FAMILY RESIDENTIAL USES ON-SITE FOR THE AVIANO FARMS, LLC PROJECT

**WHEREAS**, the City of Antioch received an application from Aviano Farms, LLC to modify the Aviano Active Adult Community Project, including a request for a Development Agreement, General Plan Amendment, Planned Development Rezone, a Vesting Tentative Map/Final Development Plan, and a Use Permit, for the development of a 533 unit residential community on a portion of approximately 184 acres (APNs 057-050-022, 057-030-005); and

**WHEREAS**, the City determined an Addendum to the Aviano Adult Community Project Environmental Impact Report 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**, the primary purpose of the General Plan Amendment is to ensure consistency between the City of Antioch General Plan and the Project; and

**WHEREAS**, the proposal to allow small lot single family residential development within the 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**, 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**, the Planning Commission duly gave notice of a public hearing as required by law, and on August 5, 2015, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and recommended approval of the General Plan Amendment to the City Council.

**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

**RESOLUTION NO. 2015/\*\***

August 25, 2015

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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 is within the scope of the certified Aviano Adult Community Project EIR which included findings of fact for significant impacts and a statement of overriding considerations for significant and unavoidable impacts. An Addendum has been prepared for the project determining that the project does not result in any impacts beyond those identified in the Aviano Adult Community Project EIR; 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,** the City Council hereby adopts the General Plan Amendment to allow small lot single family residential development within the Low Density Residential designation for this site within the Sand Creek Focus Area of the General 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 25<sup>th</sup> day of August, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**ARNE SIMONSEN**  
**CITY CLERK OF THE CITY OF ANTIOCH**

*CZ*



# ATTACHMENT "D"

ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE TO MODIFY THE PLANNED DEVELOPMENT DISTRICT (PD) DEVELOPMENT STANDARDS (APNs 057-050-022, 057-030-005,

The City Council of the City of Antioch does ordain as follows:

**Section 1:** The City Council determined on August 25, 2015 that, pursuant to Section 15164 of the Guidelines of the California Environmental Quality Act, that the appropriate environmental document for the project is an Addendum to the Environmental Impact Report for the Aviano Adult Community Project.

**Section 2:** At its regular meeting of August 5, 2015, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property to modify the Planned Development District (PD) development standards.

**Section 3:** The real property described in Exhibit A, attached hereto, is hereby rezoned to modify the Planned Development District (PD) design standards.

**Section 4:** The development standards, as defined below, for the subject property (APNs 057-050-022, 057-030-005), known as the Aviano Farms Project, are herein incorporated into this ordinance, and are binding upon said property.

### Development Standards for the Proposed Aviano Farms Planned Development District (PD-14-01)

Standard	Standard R-4 Zoning	Proposed PD Zoning
Maximum Density	4 dwelling units per gross developable acre	3.14 dwelling units per gross developable acre
Maximum Number of Units	802	533
Minimum Lot Size	6,000 sq. ft.	5,000 s.f.
Minimum Lot Width	Interior lot: 60 feet Corner lot: 65 feet	All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way
Minimum Front Yard Setbacks	20 ft (reserved for landscaping only, excluding driveways)	15 ft (reserved for landscaping only, excluding driveways)
Minimum Side Yard Setbacks	Interior lot: 5 feet Corner lot: 10 feet (reserved for landscaping only)  For at least 25% of the lots in a	Interior lot: 5 feet Corner lot: 10 feet (reserved for landscaping only)

**ORDINANCE NO.**

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Standard	Standard R-4 Zoning	Proposed PD Zoning
	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 10 foot side yard area shall remain as unrestricted open area. This shall also apply to 100% of the two-story single-family residential lots.	
Minimum Rear Yard Setbacks	20 feet	15 feet
Accessory Structure Setbacks	Interior lot: side yard and rear yard setback is zero (unless double frontage lot). Corner lot: street side yard is 20 feet and rear /interior side yard is zero Double frontage lot: 10-foot rear yard.	Interior lot: side yard and rear yard setback is zero (unless double frontage lot). Corner lot: street side yard is 20 feet and rear /interior side yard is zero Double frontage lot: 10-foot rear yard.
Maximum Building Height	35 feet	35 feet with the exception of the recreation center
Maximum Lot Coverage	40%	50%
Parking and Driveways	20-foot setback to garage provides off-street parking (at least two spaces). One on-street parking space must be provided in front of each house (at least 20 feet of vertical curb with exceptions for cul de sacs).	20-foot setback to garage. One 20' long on-street parking space must be provided in front of each house with the exception of corner lots with less than 65 feet in width where a 20 foot parking space may be constructed on the street side yard.
Landscape Requirements	30-foot landscaped setback on arterial streets (Hillcrest Ave., Sand Creek Road)	The landscaped setbacks from arterial streets (Hillcrest Avenue and Sand Creek Road) shall be as shown on the project's tentative map dated July 13, 2015.

**Section 5:** The City Council finds that the public necessity requires the proposed zone change modifying the development standards, that the subject property is suitable to the use permitted in the proposed zone change, that said permitted use is not detrimental to

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the surrounding property, and that the proposed zone change modifying the development standards 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 and adopted at a regular meeting of the City Council of the City of Antioch, held on the 25<sup>th</sup> day of August, 2015. and passed and adopted at a regular meeting thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**MAYOR OF THE CITY OF ANTIOCH**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF ANTIOCH**

**EXHIBIT A  
LEGAL DESCRIPTION**

# ATTACHMENT "E"

RESOLUTION NO. 2015/\_\_\_

## RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A VESTING TENTATIVE MAP/FINAL DEVELOPMENT PLAN AND USE PERMIT FOR THE AVIANO FARMS PROJECT

**WHEREAS**, the City received an application from Aviano Farms, LLC to modify the Aviano Active Adult Community Project, including a request for a Development Agreement, General Plan Amendment, Planned Development Rezone, a Vesting Tentative Map/Final Development Plan, and a Use Permit, for the development of a 533 unit residential community on a portion of approximately 184 acres. The project is located on the easterly side of the Sand Creek Focus Area, west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (APNs 057-050-022, 057-030-005); and

**WHEREAS**, the City determined the necessary environmental document is an Addendum to the Aviano Adult Community Project Environmental Impact Report (EIR); and

**WHEREAS**, on August 5, 2015, the Planning Commission recommended adoption of an Addendum to the Aviano Adult Community Project EIR, recommended approval of a General Plan Amendment to allow small lot development on this site, recommended approval of a rezone to modify the Planned Development District (PD) development standards, and recommended approval of a tentative map/final development plan and use permit; and

**WHEREAS**, on August 25, 2015, the City Council adopted a resolution approving an Addendum to the Aviano Adult Community Project Environmental Impact Report (EIR); and

**WHEREAS**, on August 25, 2015, the City Council adopted a resolution approving a General Plan Amendment to allow small lot development on land designated Low Density Residential on this site within the Sand Creek Focus Area, introduced an ordinance approving a development agreement between the City of Antioch and Aviano Farms, LLC, introduced an ordinance rezoning the site to modify the Planned Development District development standards; and

**WHEREAS**, the City Council duly gave notice of public hearing as required by law; and

**WHEREAS**, on August 25, 2015, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

**NOW THEREFORE BE IT RESOLVED**, that the City Council makes the following required findings for approval of a Final Development Plan:

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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 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 in the Sand Creek Focus Area in the General Plan;
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. Any commercial component of the project is justified. 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 offers certain unusual redeeming features to compensate for any deviations that may be permitted. The project is substantially in conformance with the standard 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 for the Sand Creek Focus Area and to comply with the requirements of the alternate planning process established for the Focus Area; and,
6. The Project and the PD District conform to the General Plan of the City in that the small lot single family residential, park/trail and undeveloped open space uses are consistent with the General Plan designations of Low Density Residential, Public/Quasi Public and Open Space for those portions of the project site, as approved in the General Plan Amendment for the proposed project.

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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.

**BE IT FURTHER RESOLVED** that the City Council does hereby make the following findings for approval of a Vesting Tentative 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 designated Low Density Residential, Multiple Family Residential, Public/Quasi Public and Open Space 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.

**BE IT FURTHER RESOLVED** that the City Council does hereby make the following findings for approval of a use permit:

1. The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity because the project has been designed to comply with the City of Antioch Municipal Code requirements.
2. The use applied at the location indicated is properly one for which a use permit is authorized because the City of Antioch Zoning Ordinance requires a use permit for all Planned Development District (PD) applications.
3. That the site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required, to other uses in the neighborhood. The site plan complies with the Planned Development standards established for the project's Planned Development District.

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4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use. The project site will construct an extension of Hillcrest Avenue and Sand Creek Road to serve the project site. The street extensions are designed to meet City standards for adequate width and pavement.
5. That the granting of such use permit will not adversely affect the comprehensive General Plan because the proposed uses and design are consistent with the General Plan. The General Plan designation for the northern portion of the project site is Low Density Residential, which allows for the type of active adult community being developed by the project. The General Plan designations for the southern portion of the project site are Hillside, Estate and Executive Residential and Open Space, Public/Quasi Public and Multiple Family Residential. The proposed Sand Creek Regional Trail, dedicated open space parcels are consistent with the General Plan designations and the need for habitat preservation on the site.
6. 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, and use permit, for the development of a 533 unit single family residential community on a portion of an approximately 184 acre parcel. The project is located on the easterly side of the Sand Creek Focus Area, west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (APNs 057-050-022, 057-030-005), 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. Prior to the issuance of building permits 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 \_\_\_\_\_, 2017) or alternate date as identified in the Development Agreement.
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. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.
8. 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.
9. 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.
10. 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 subsequent separate document as approved by City Engineer.
11. 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:
  - Landscaping in rights of way not adjacent to front-on or side-on lots and HOA owned parcels north of the northerly curb line of Sand Creek Road and west of the westerly curb line of Hillcrest Avenue.
  - Storm drain pipes leading into basin 1A and 2A (from the nearest catch basin or manhole).
  - All C.3 infrastructure north of the northerly curb line of Sand Creek Road and west of the westerly curb line of Hillcrest Avenue which may

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include, but is not limited to engineered soil, gravel, cleanouts, pipes, overflows, and flow control orifices.

- Parcel R, unless retained by applicant.
- The City shall be reimbursed if it maintains landscape or C.3 areas that are not maintained by the HOA to an acceptable City level.
- Parcel F Park, unless dedicated as a City owned park.

12. Subject to approval by the State, the CC&Rs shall include a provision indicating that the City of Antioch is named as a third-party beneficiary with the right, but not the obligation, to enforce the provisions of 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 City shall have the same rights and remedies as the Association, Manager or Owners are afforded under the CC&Rs, including but not limited to rights of entry. This right of enforcement is in addition to all other legal and equitable remedies available to the City, including 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. Neither action nor inaction by the City shall constitute a waiver or relinquishment of any rights or remedies. In addition, the CC&Rs shall include a provision that any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City as well. Further, the CC&Rs cannot be terminated or amended materially without the prior written consent of the Community Development Director and City Attorney of the City of Antioch. Material changes are those that would change the fundamental purpose of the development including but not limited to:

- City approvals of uses or external modifications.
- Property ownership or maintenance obligations including, but not limited to, common areas, storm water and landscaping.

The CC&Rs for this project shall be reviewed and approved by the City Attorney and the Community Development Director.

13. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.
14. 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:

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- The street lights within the development,
- Street lights and landscaping adjacent to the project area excluding those areas to be maintained by the HOA (generally medians on Sand Creek Road, Dozier Libby Road, half of the median on Hillcrest Avenue).
- Parcel Q.

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.
2. Approval is based upon substantial conformance with the Vesting Tentative Map dated July 13, 2015.
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.
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 a contact number of the applicant, 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.

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**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 final map. Applicant shall install mail box facilities as required by the City Engineer.
2. Any conversion of the homes to allow for a second unit shall be subject to a use permit for such a conversion, in conformance with the City's "Second Unit" provisions of the Zoning Ordinance.
3. 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.
4. All proposed improvements shall be constructed to City standards or as approved by the City Engineer. The applicant, at its sole discretion, may use a land based financing mechanism such as an assessment district, and/or a community facilities district, statewide community infrastructure program, and/or other financing district or program to fund acquisition and/or construction of master infrastructure improvements and/or prepayment of development fees. The City shall act in good faith and cooperate with applicant in forming and implementing a land based financing mechanism.
5. All public streets shall intersect at approximately 90 degrees or as approved by the City Engineer.
6. All driveways shall be perpendicular to the street centerline, or as approved by the City Engineer.
7. All driveways shall be a minimum of five feet from curb return.
8. 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:
  - Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12" deep by 3" high with 1/2" lip and 18" gutter).
  - Adjacent to vertical curb, 4.5 feet excluding curb.
  - Detached sidewalk, 5 feet.

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9. A minimum of a 20 foot tangent shall extend beyond the return at intersections, or as approved by the City Engineer.
10. All lot sidelines shall be perpendicular or radial to the fronting street centerline, or as approved by the City Engineer.
11. 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.
12. 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.
13. 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.
14. The applicant shall install streetlights within the project area at no cost to the City. Streetlights will be owned by the City and maintained as part of the LLD.
15. The proposed street names approved by Planning Commission shall be utilized in the development. Changes to street names not included in the staff report will require Planning Commission review and approval.
16. 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.
17. 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.
18. Cul-de-sac parking shall be provided as required by the City Engineer.
19. One on-street parking space per lot shall be located within close proximity to the unit served as approved by the City Engineer.
20. The applicant and then the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.
21. All fencing adjacent to open space (trails and basins), shall be wrought iron, black vinyl clad chain link, or other material as approved by the City Engineer.

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22. Masonry sound walls shall be constructed along the lots adjoining or adjacent to Sand Creek Road (Parcels D & G), Hillcrest Avenue (Parcels A & D), 'A' Street (Parcels B & C), 'B' Street (Parcel F), Dozier-Libbey Medical High School, and the western boundary of lots 423-444. Sound walls shall be a minimum of six (6) foot high and in conformance to the sound study.
23. That all two-car garages be a minimum of 20 feet by 20 feet clear inside dimensions or as approved by the Community Development Director.
24. Phasing of the project shall be in general conformance with the Preliminary Phasing Plan dated July 13, 2015 (PPP) or as approved by the City Engineer. If the City Engineer approves changes to the phasing of the project from that in the PPP in a manner that impacts the timing for the construction of improvements as set forth herein, the City Engineer has the authority to change the timing for those improvements to be consistent with the modified PPP. Such changes will not require an amendment to these conditions or to the project approvals.
25. Concurrent with the construction of the adjacent roadways, the applicant shall construct bus turnouts, benches, and shelters at the following locations or as approved by the City Engineer:
  - South side of Sand Creek Road east of the intersection of Dozier-Libbey Road.
  - South side of Sand Creek Road east of 'B' Street.
  - North side of Sand Creek Road west of 'B' Street.
  - West side of Hillcrest Avenue south of 'A' Street.
26. Prior to the issuance of any building permits for the lots on "E" Street or "E" Court, the applicant shall construct a wall across the end of Equestrian Way at the project boundary as approved by the City Engineer.
27. Prior to the issuance of the 1st model building permit, Hillcrest Avenue 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, and asphalt for the southbound bike, turn, and travel lanes from the existing stub of Hillcrest Avenue to the south curb returns of 'A' Street. Hillcrest Avenue shall remain closed to the general public until Condition of Approval D.28 is implemented.
28. Prior to opening the model complex to the public and prior to issuance of the 1<sup>st</sup> production building permit, Hillcrest Avenue 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

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and Parcel A, street lights, turn pockets and other appurtenances, and all utilities, including interconnect conduit and pull boxes, from the existing stub of Hillcrest Avenue to the south curb returns of 'A' Street. Improvements shall include conduits and pull boxes for a traffic signal at Hillcrest Avenue and 'A' Street, all as approved by the City Engineer. The existing asphalt on Hillcrest Avenue south of the southerly curb returns of Prewett Ranch Drive shall be ground down and receive a grind and overlay. Should development occur simultaneous with the Vineyards at Sand Creek development, full improvements shall be constructed with each developer paying their fair share of the improvements as approved by the City Engineer.

29. Design of Parcel L (Park) shall be approved by the Planning Commission and completed (signed by the City) prior to the issuance of the 188<sup>th</sup> building permit. Construction of Parcel L (Park) shall be completed prior to the issuance of the 225<sup>th</sup> building permit. Parcel L (approximately 1.9 acres) shall be dedicated to the City at no cost to the City.
30. Design of Parcel P (Park) shall be approved by the Planning Commission and completed (signed by the City) prior to the issuance of the 282<sup>nd</sup> building permit. Construction of Parcel P (park) shall be completed prior to the issuance of the 319<sup>th</sup> building permit.
31. The Candlewood Way connection shall be completed prior to the issuance of any building permits on 'U' Street. This connection or an approved alternative 2<sup>nd</sup> access to the development shall be provided prior to the issuance of the 250<sup>th</sup> building permit.
32. Hillcrest Avenue 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 northbound (or as required by the fire district), landscaped medians, street lights, turn pockets and other appurtenances, and all utilities, including interconnect conduit and pull boxes, from 'A' Street to an asphalt dike constructed across Sand Creek Road from the extension of the its southerly face of curb prior one of the following:
  - The issuance of the 355<sup>th</sup> or any subsequent building permit if the extension of Sand Creek Road between the SR4 interchange and Hillcrest Avenue is completed (by others).
  - The issuance of the 400<sup>th</sup> building permit.

Should development occur simultaneous with the Vineyards at Sand Creek development, full improvements shall be installed with each developer paying their fair share of the improvements as approved by the City Engineer.

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33. Sand Creek Road shall be constructed to its ultimate width of 80 foot curb to curb and 112 foot right-of-way from the intersection with 'B' Street to the easterly edge of Hillcrest Avenue 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 landscape medians, street lights, turn pockets and other appurtenances, and all utilities, including interconnect conduit, prior to one of the following:
- The issuance of the 355<sup>th</sup> or any subsequent building permit if the extension of Sand Creek Road between the SR4 interchange and Hillcrest Avenue is completed (by others).
  - The issuance of the 400<sup>th</sup> building permit.

Improvements shall include conduits and pull boxes for traffic signals at Sand Creek Road/Hillcrest Avenue and Sand Creek Road/'B' Street, all as approved by the City Engineer. Should development occur simultaneous with the Vineyards at Sand Creek development, improvements at the intersection of Sand Creek Road/Hillcrest Avenue shall be coordinated with the other project with each developer paying their fair share of the improvements as approved by the City Engineer.

34. Sand Creek Road shall be constructed to its ultimate width of 80 foot curb to curb and 112 foot right-of-way from the intersection of Dozier-Libby Road to 'B' Street 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 landscape medians, street lights, turn pockets and other appurtenances, and all utilities prior to one of the following:
- The issuance of the 400<sup>th</sup> or any subsequent building permit if the extension of Sand Creek Road between the Deer Valley Road and Dozier-Libbey Road is completed (by others).
  - The issuance of the 450<sup>th</sup> building permit.
35. As shown on the tentative map, Dozier-Libbey Road shall be constructed from the Sand Creek Road to the temporary access road to Deer Valley Road with landscape median, street lights, turn pockets and other appurtenances, and all utilities prior to one of the following:
- The issuance of the 400<sup>th</sup> or any subsequent building permit if the extension of Sand Creek Road between the Deer Valley Road and Dozier-Libbey Road is completed (by others).
  - The issuance of the 450<sup>th</sup> building permit.

36. The applicant shall construct full traffic signals with interconnect at the following:

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- Sand Creek Road and Dozier-Libbey Road.
- Sand Creek Road and 'B' Street.
- Sand Creek Road and Hillcrest Avenue.
- Hillcrest Avenue and 'A' Street.

Traffic signal improvements shall be completed at each location concurrently with roadway construction that creates an intersection with 3 or more legs.

Should development occur simultaneous with the Vineyards at Sand Creek development, traffic signals on Hillcrest Avenue shall be installed with each developer paying their fair share of the improvements as approved by the City Engineer. Should the traffic signals on Hillcrest Avenue be constructed by the Vineyards at Sand Creek development, the applicant shall pay ½ of the cost of the design and construction to the City for reimbursement to the Vineyards at Sand Creek development prior to the issuance of the building permit that would have triggered the traffic signal construction.

37. Trails shall be constructed as shown on the Revised Tentative Map and as approved by the City Engineer. All trails adjacent to basins shall be constructed and landscaped in conjunction with the construction of the adjacent basin.
38. Parcel N trail and landscaping shall be constructed prior to the issuance of 9<sup>th</sup> building permit on lots 284 thru 292 and lots 250 thru 259 and prior to the issuance of the certificate of occupancy for any home on lots 284 through 292 or lots 250 through 259.
39. As shown on the tentative map, the applicant shall construct the multi-use Sand Creek Regional Trail prior to issuance of the 400<sup>th</sup> building permit. 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. A portion of the maintenance roads/trails around Basin 3 and Basin East as shown on the tentative map may be incorporated into the Sand Creek Regional Trail if, in the opinion of the City Engineer, they meet the intent of the Regional Trail and the requirements of this condition. The trail shall extend along the Creek from the east boundary of the project to the west boundary of the project. The applicant shall discuss with the Vineyard at Sand Creek development and the Contra Costa County Flood Control District for the location and elevation of connection points. The final location of the Trail will be approved by the City Engineer. The last segment of the Trail (westerly segment) will be constructed at the 400<sup>th</sup> building permit if the Flood Control District connection is determined or at the 500<sup>th</sup> building permit if no connection is determined.

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40. The sidewalk elevation on the south side of Sand Creek Road adjacent to the Sand Creek Flood Control Basin is to be constructed with a minimum elevation of 195.0 or as directed by the City Engineer.
41. A 60 foot wide, approximately 2.5 acre, irrevocable offer of dedication be offered to the City south of the intersection of Sand Creek Road and 'B' Street, south through Parcels Q and R to the Albers property boundary. The City does not intend to accept the offer of dedication until such time as the access road is constructed by Albers.

**E. UTILITIES**

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, except the existing PG&E towers or as approved by the City Engineer.
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. Provide minimum 15' wide HOA maintained parcel with a trail and landscaping to accommodate the storm drain line shown between lots 243 and 244. Trail and landscaping shall be constructed prior to the issuance of building permits on lots 243 or 244.
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.

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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 complete the sewer study for the Sand Creek Focus Area 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. Construction of some or all of the background infrastructure (including the sanitary sewer main) may be reimbursed through the formation of a land based financing mechanism or other benefit district as reflected in the final sewer study and as approved by the City Engineer.
11. Prior to issuance of any building permit for a lot with the existing temporary water or sewer line serving Dozier-Libbey Medical High School, an alternate water and sewer line shall be constructed and the existing temporary water and sewer lines shall be removed. A temporary water connection to the lines in 'U' Street is acceptable or other method as approved by the City Engineer. A temporary sewer connection may be constructed, as approved by the City Engineer, should there be a mechanism in place, acceptable to the City Engineer, requiring the applicant to cover all or a portion of the expenses incurred by AUSD for maintenance of the temporary sewer facilities. The Dozier-Libbey Medical High School shall be connected to the water and sewer lines in Sand Creek Road when such lines are constructed and all temporary piping and appurtenances, if any, shall be removed.

**F. LANDSCAPING**

1. Except Chaparral Park (Parcel L) all slopes, medians, and open space areas north of the northerly curb line of Sand Creek Road and west of the westerly curb line of Hillcrest Avenue shall be landscaped and managed by the applicant or HOA as required by the City Engineer and shall be maintained at no cost to the City.
2. Parcel P (park) shall be designed and landscaped by the applicant and either:
  - Dedicated to and maintained by the HOA.
  - Dedicated to the City and maintained by the LLD.
3. Parcel Q shall be landscaped by the applicant and maintained by the LLD.
4. Parcel R shall be owned and maintained by the applicant or HOA.

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5. Parcel L (park) shall be designed and landscaped by the applicant, owned by the City, and maintained by the LLD.
6. A minimum of one 15 gallon tree shall be located within 10' of the 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.
7. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval.

**G. 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 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

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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).
- h. Submit plans to: Contra Costa County Fire Protection District, 2010 Geary Road, Pleasant Hill, CA 94523.

**H. 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. Fees include but are not limited to:
  - Any acreage and utility connection fees which have been established by the City Council prior to the filing of the final map and as required by the Antioch Municipal Code.
  - Park in lieu fees.
- 2. The applicant shall pay all pass through fees. Fees include but are not limited to:
  - East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
  - Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance. (See G.3.g.)
  - Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s) (currently \$50 per lot or parcel).
  - Contra Costa County Flood Control District.
  - School Impact Fees.
  - Delta Diablo Sanitation Sewer Fees.
  - Contra Costa Water District Fees.

**I. 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.

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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.

**J. 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. Prior to any grading on the site, the applicant shall provide written confirmation from PG&E that the construction of basins in the easement is acceptable.
3. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.
4. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.
5. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.
6. The swales adjacent to the house structure shall have a minimum of a one (1) percent slope or as directed by the City Engineer.
7. All off-site grading is subject to the coordination and 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.
8. Any sale of a portion (or portions) of this project to multiple 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.
9. The grading plan for this development shall be approved by the City Engineer.
10. All elevations shown on the improvement plans shall be on the USGS 1929 sea level datum or as approved by the City Engineer.

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11. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
12. All retaining walls shall be of masonry construction.
13. 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 required by the City Engineer.
14. 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.
15. The minimum concrete gutter flow slope shall be 0.75%.
16. All property lines shall be located at the top of slope.

**K. 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 Discretionary Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and 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.

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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).
  - 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.

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- 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.
- h. 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.
- i. 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.
- j. Install on all catch basins "No Dumping, Drains to River" decal buttons.
- k. 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.
- l. 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.
- m. 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.

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- n. 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.
  - o. 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.
6. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.

**L. 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 for the Aviano Adult Community Project EIR, as modified by the project Addendum.

\* \* \* \* \*

**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 25<sup>th</sup> day of August, 2015 by following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

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**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

*E12*

# ATTACHMENT "F"

## CITY OF ANTIOCH PLANNING COMMISSION

Regular Meeting  
6:30 p.m.

August 5, 2015  
City Council Chambers

1. **GP-15-02, PD-14-01, PW-676, UP-14-05 – Aviano Farms** – Aviano Farms, LLC requests approval of: an Addendum to the Aviano Adult Community Project Environmental Impact Report; a General Plan Amendment to amend the Sand Creek Focus Area text to allow small-lot, single family residential uses on the project site; a rezone to modify the approved Aviano Adult Community Planned Development (PD) standards; a Vesting Tentative Map/Final Development Plan; a Use Permit; and, a Development Agreement. The project consists of the development of 533 single family homes on a portion of an approximately 184-acre parcel. The project site is located west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (**APNs -057-050-022 and 057-030-050**).

Contract Planner Gnos presented the staff report dated August 5, 2015 recommending the Planning Commission take the following actions:

1. Approve the resolution recommending approval of the Addendum to the Aviano Project Final Environmental Impact Report.
2. Approve the resolution recommending approval of a Development Agreement between the City of Antioch and Aviano Farms LLC.
3. Approve the resolution recommending approval of a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site (GP-15-02).
4. Approve the resolution recommending approval of a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).
5. Approve a resolution recommending approval of a Vesting Tentative Map/Final Development Plan (PW-676), and a Use Permit for Phase 1 (UP-14-15).

Commissioner Hinojosa requested clarification as to why the lot sizes were smaller than the required designation.

Contract Planner Gnos explained a determination was made in 2008 that the General Plan/Sand Creek Focus Area would allow flexibility in lot sizes for senior development. She clarified with the proposed density and overall change in the Sand Creek Focus area, and added that a variety of lot sizes and housing types were supported in the housing element. She further noted the Sand Creek focus area specifically provided for age restricted housing in any residential designation within the area.

Commissioner Hinojosa stated mitigation in the Environmental Impact Report (EIR) for police services discussed one additional police officer for the area with funding provided

by the General Fund and now the Development Agreement (DA) proposed passing that cost on to the homeowner. She further noted this had always been a general plan goal and questioned why the City had not implemented it.

Contract Planner Gnos, responded that at the time the 2008 EIR was drafted, the City did not have severe budget restrictions or decreased police staffing levels and it was not an issue. She stated there were conditions of approval and Development Agreements with similar provision on other projects; however, they were more general.

In response to Commissioner Hinojosa, Contract Planner Gnos stated the direction given now was more specific and residents were only being asked to pay for their impacts.

Assistant City Engineer Filson reviewed the spreadsheet outlining the methodology used to determine the Police Services Fee. She noted every year there would be a review of the budget and the assessment would increase or decrease to reflect actual costs.

Interim City Attorney Galstan reported the Development Agreement required the developer to establish a funding mechanism and staff did not want to dictate which mechanism was chosen as long as it was approved by the City. He stated Police Services, Mello Roos, and Community Services Districts all accomplished the same goal. He pointed out that the cities of Oakley and Brentwood had always had a police services district and for the first time a project in Antioch would be paying their share to supplement the foreseen shortfall of the cost to provide adequate police services.

Commissioner Hinojosa stated through research she determined the cost of providing an officer with benefits was approximately \$152,000. She questioned why the information given this evening was nearly double that amount.

Assistant City Engineer Filson responded the cost estimates included benefits, salary, equipment, and support services for the officer.

Acting Senior Planner Morris added the Antioch Police Department felt it was important to also include dispatch support for the officer.

Assistant City Engineer Filson explained the number of parcels to assess was staff's best guess with regards to how many parcels could come online.

Commissioner Hinojosa questioned what the mechanism was for requiring a police services fee. She cited the public services section of the Addendum to the EIR (E11) in the staff report.

Contract Planner Gnos clarified it was addressed in the land use section of the Addendum to the EIR. She explained when the 2008 EIR was written, there was

sufficient staffing to meet the levels and now they could no longer find consistency with that policy.

Commissioner Hinojosa stated it remained confusing.

Chair Motts questioned if the methodology used would be applied to future development projects.

Contract Planner Gnos responded that it would set the tone for future development.

In response to Vice Chair Westerman, Contract Planner Gnos clarified Council had expressed an interest in exploring whether the number of rental units could be restricted in a particular development. She noted they were looking at a mechanism through the Homeowners Association (HOA) to help insure a level of homeowner occupancy; however, final resolution on that issue had not been accomplished.

Interim City Attorney Galstan added there was a provision in the DA that an HOA would be created and one of the requirements of the Covenants Codes and Restrictions (CC&Rs) would be that at least 70% of the units be owner occupied.

Commissioner Hinojosa stated she did not know how the City could require an HOA to enforce an owner occupancy requirement.

Interim City Attorney Galstan stated they had done research on this issue and approximately 40% of the HOAs in the United States had such a provision. He noted the Planning Commission did not need to focus on this issue because there was no policy in place at this time. He further noted the provision was a request of the City Council who would be deciding the issue. He reported the developer and the City were currently negotiating the point.

Commissioner Parsons questioned how the provision would be policed.

Interim City Attorney Galstan responded that typically the HOA had a requirement that the property owner inform them if they had a rental unit and that there was a waiting list if there was already 30% rental units. He noted code enforcement issues were typically addressed on a complaint basis.

Commissioner Parsons expressed concern that the provision would be an additional burden on an understaffed Code Enforcement Department.

Interim City Attorney Galstan stated the expectation would be that the HOA would recognize the value of the provision. He noted studies had shown with a higher percentage of owners, there was better maintenance and care of the property. He explained generally the HOA Board of Directors police themselves and any resident could enforce it because it was part of the CC&Rs recorded on the property. He added this process was typical of what was already occurring in existing HOAs.

In response to Commissioner Mason, Contract Planner Gnos explained that according to the new traffic model from the Contra Costa Transit Authority (CCTA) and the current methodology, the volumes on the roadways were less. She noted based on that the sound walls were lowered to 6 feet.

Acting Senior Planner Morris added the typical maximum height of sound walls was 6 feet.

In response to Commissioner Mason, Contract Planner Gnos stated typically rear yard maintenance was not covered by the HOA or developer.

Acting Senior Planner Morris explained the reduction in setback was based on the type of homes the applicant wanted to develop.

Contract Planner Gnos explained the project would be coming back to the Planning Commission for design review.

In response to Commissioner Hinojosa, staff indicated that they wanted to present the Development Agreement in its current form to Council.

Chair Motts opened the public hearing.

Michael Evans, Denova Homes, introduced the Development Team who would be making the presentation this evening and requested that he be allowed time for rebuttal at the end of the public hearing. He presented booklets of the presentation to the Planning Commission and staff.

Mike Serpa, Aviano Farms, provided a history of the project and their partnership with the Antioch Unified School District for the development of Dozier-Libbey Medical High School. He gave an overhead presentation of the Illustrative Land Plan, Lifestyle Hub and Sports Zone, Streetscape and Civil Engineering for their project.

In response to Commissioner Hinojosa, Mr. Serpa responded that typical HOA fees run in the \$100.00 – \$175.00 range. He explained the smaller lots would reduce maintenance and water demand for homeowners.

Tim Forrester, Assistant Superintendent for the Antioch Unified School District, gave a history of the creation of Dozier-Libbey Medical High School and the project's contributions. He noted this development would be building infrastructure needed for the School, current and future development.

In response to Commissioner Mason, Mr. Forrester stated the sewer and gas would be brought to the school with the second phase, which was tied into the agreement.

Patricia Curtin, Land Use Attorney on behalf of the applicant, stated they were not in agreement with the limitation on rental units and noted they had crafted a provision that there would be a requirement in the CC&Rs that front yards for both owners and renters were required to be maintained. Additionally, she stated they could not impose the provision requiring the HOA to pay for police services if a resident failed to do so. She noted the indemnification was overly broad in the DA; however, they were in agreement with project specific condition #6 that spoke to this issue. She stated they agreed in concept that there would be additional police funding; however, they were concerned for the methodology and more time was needed to discuss the issues. Speaking to a previous statement that if the DA with police funding did not move forward there would have to be further environmental review; for the record, she disagreed as police funding was not a physical impact and did not result in an impact to the environment and therefore it could not be related to CEQA.

Debra Fogarty, Williamson Ranch subdivision, stated she was not opposed to the original adult development; however, she had concerns for changing it to a family community. She stated the proposed development would have more traffic and school impacts. Additionally, she stated she was concerned that this project would be paying for public services and other communities were not, which would create a division in the community.

Chair Motts closed the public hearing.

To allow for the applicant to have a rebuttal and at the request of Commissioner Parsons, Chair Motts reopened the public hearing.

## **REBUTTAL**

Michael Evans, clarified the first phase of the project was 127 lots. He noted the original plans were for homes with two bedrooms and with a den and now they were attempting to provide as many single story units as possible and enlarge them; therefore, they were requesting a larger footprint by taking out some of the front and rear yards.

Commissioner Parsons stated she was pleased to finally see this project moving forward. She questioned if a Project Labor Agreement (PLA) was still included. She spoke in support of changing it from a senior only development as she felt blending communities brought vitality to the area. She requested more documentation with regards to what was included in the per officer cost estimates.

Mr. Evans responded they were currently working with the unions on the PLA issue.

Vice Chair Westerman requested the applicant provide input with regards to the capacity impact of this project to the Antioch Unified School District.

Michael Evans explained there was a funding mechanism in place to add capacity and school facilities.

Tim Forrester added this project would generate approximately 350-370 students K-12 and the District had the capacity to accommodate them. Additionally, he noted this project was in Mello Roos (CFC 2004-1) which would provide funding to assist with additions and/or expansions.

In response to Commissioner Miller, Mr. Forrester explained with the learning academy approach, students at the High School level could choose which school they wanted to attend by what they wished to learn.

In response to Commissioner Mason, Mr. Evans stated they would be installing drought tolerant landscaping and AB1881 reduced water consumption and prohibited watering on rainy days. He noted all houses would be compliant with title 24 which mandated wiring solar panels.

Chair Motts closed the public hearing.

Chair Motts reminded the Planning Commission that the vote taken this evening would be a recommendation to City Council. He proposed voting on the recommendations individually.

Commissioner Hinojosa agreed to take separate action on each recommendation. She stated she had no concerns with the environmental document.

#### **RESOLUTION NO. 2015-12**

***On motion by Commissioner Hinojosa, seconded by Commissioner Parsons, the Planning Commission approved the resolution recommending approval of the Addendum to the Aviano Project Final Environmental Impact Report. The motion carried the following vote:***

**AYES:** Parsons, Mason, Miller, Hinojosa, Westerman, Motts  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Zacharatos

Commissioner Hinojosa stated she did not take requests for amendments to the General Plan lightly and she did not like the fact that the Planning Commission had been asked on numerous occasions to make exceptions. She stated in consideration of the density, the lot size met the threshold and she could support an exception in this case. She agreed larger lots were more maintenance and with a major drought she did not feel they were as marketable. Also, she did not believe the site was originally age restricted and with the provision to allow that product type in the entire Sand Creek focus area she would support an age restricted project in the future.



Chair Motts agreed with Commissioner Hinojosa.

**RESOLUTION NO. 2015-13**

***On motion by Commissioner Parsons, seconded by Commissioner Mason the Planning Commission approved the resolution recommending approval of a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site (GP-15-02).***

**AYES:** Parsons, Mason, Miller, Hinojosa, Westerman, Motts  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Zacharatos

Commissioner Hinojosa stated she understood with a constrained budget the City wanted to move forward with implementing policies and goals to meet the police staffing ratios to population; however, she was concerned with how it was proposed in the Development Agreement. She expressed concern that they had not been provided the funding matrix until today and it was difficult to understand. She stated HOA, Mello Roos and Police Services fees would be a large burden on the people living in this community. She noted with the concerns raised by the applicant she was not ready to recommend approval of the Development Agreement. She stated she was confused that the Planning Commission was not being asked to take up the issue of the rental restriction and instead send it to the City Council. She questioned what the Planning Commissions function was and asked if they were just a bureaucracy for projects to move through. She stated she took her position seriously and she wanted to be appreciated and be provided information that was complete, fully vetted and understandable. She noted she did not believe that product had been presented to the Planning Commission and she took extreme issue with that. Additionally, she stated she did not support project by project policy making. She stated she would not recommend approval of the development agreement and she would like the City and Developer to discuss the outstanding issues and a complete product come back before the Planning Commission prior to it going before City Council.

Interim City Attorney Galstan explained the Planning Commission's comments about the rental restriction provision could be carried forward to Council in the minutes; however, he would not recommend voting to delete it when it was motivated by the City Council.

Director of Community Development Ebbs stated he shared concerns regarding the project by project policy decisions; however, they did not have the benefit of a comprehensive planning document to solve these issues in advance. He explained that police services were a challenge, very expensive to fund and the economics of single family development were not the same as prior to proposition 13. In addition, he noted that in a recovering housing market it would take a long time before a typical single

family home carried its weight. He further noted service delivery had increased in price and staffing had decreased. He commented that they attempted to provide a reasonable level of police service and the City could not presume property tax, after it filtered through the State, would be sufficient to do so. He stated the City needed to close that gap and this was a way to accomplish that goal. He explained it was a budget issue the City Council was best positioned to address. He added that he appreciated the concern that the Planning Commission had been provided items and asked to defer; however, on this matter it was appropriate. He stated he would pass on the concerns expressed this evening to the City Council and he would encourage them to listen to this hearing and take it under consideration.

Commissioner Parsons questioned if other developers agreed to the police services fees being proposed this evening.

Director of Community Development Ebbs stated the feedback he had received was that it was a reasonable approach and he expected the City Council's conversation would answer that question.

Chair Motts stated he concurred with Commissioner Hinojosa on the project by project nature of proposals. He noted it was not a comprehensive approach or a view of what the City actually desired to see and because of that they were asked to approve amendments and make exceptions to the General Plan. He encouraged staff to improve the process. Speaking to the Development Agreement, he stated he could support it with staff's explanation as to why it was presented this way.

Commissioner Parsons stated she agreed that the project by project approach was not ideal. She stated she did not want to see this development delayed and the Planning Commission perceived as a barrier to it moving forward.

Chair Motts added that all projects were not equal which was why they desired a more comprehensive approach. He stated an exception for this project may be worthwhile.

Commissioner Hinojosa suggested after this meeting, issues raised could be considered and refinements to the DA could be made. She expressed concern that the developer had stated they did not agree with the rental restriction provision. She stated she did not want to give the impression she was attempting to slow development or make the process harder. She stated she was uncomfortable with the way it was proposed and with a request to move this item forward when all the information had not been finalized.

***A motion by Commissioner Hinojosa, seconded by Commissioner Westerman, to recommend the City Council NOT enter into the Development Agreement failed by the following vote:***

**AYES:** Hinojosa, Westerman  
**NOES:** Parsons, Mason, Miller, Motts

**ABSTAIN:** None  
**ABSENT:** Zacharatos

**RESOLUTION NO. 2015-14**

*On motion by Commissioner Miller, seconded by Commissioner Parsons, the Planning Commission approved the resolution recommending approval of a Development Agreement between the City of Antioch and Aviano Farms LLC. The motion carried the following vote:*

**AYES:** Parsons, Mason, Miller, Westerman  
**NOES:** Hinojosa, Motts  
**ABSTAIN:** None  
**ABSENT:** Zacharatos

For the record, Director of Community Development Ebbs stated this deliberation would be forwarded to the City Council and they would be encouraged to hear all comments.

**RESOLUTION NO. 2015-15**

*On motion by Commissioner Parsons, seconded by Commissioner Miller, the Planning Commission approved the resolution recommending approval of a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).*

**AYES:** Parsons, Mason, Miller, Hinojosa, Westerman, Motts  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Zacharatos

**RESOLUTION NO. 2015-16**

*On motion by Commissioner Parsons, seconded by Commissioner Miller, the Planning Commission approved the resolution recommending approval of a Vesting Tentative Map/Final Development Plan (PW-676), and a Use Permit for Phase 1 (UP-14-15).*

**AYES:** Parsons, Mason, Miller, Hinojosa, Westerman, Motts  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Zacharatos

**ORAL COMMUNICATIONS**

Chair Motts stated he would be forwarding parliamentary procedures and Roberts Rules of Order to Commission members via email.

**WRITTEN COMMUNICATIONS**

None.

**COMMITTEE REPORTS**

Chair Motts reported on his attendance at TRANSPLAN on July 9, 2015.

**ADJOURNMENT**

***Chair Motts adjourned the Planning Commission at 8:43 P.M. to the next regularly scheduled meeting to be held on August 19, 2015.***

Respectfully Submitted,  
Kitty Eiden

DRAFT

# ATTACHMENT "G"

## STAFF REPORT TO THE PLANNING COMMISSION FOR CONSIDERATION AT THE MEETING OF AUGUST 5, 2015

Prepared by: Cindy Gnos, Contract Planner  
Raney Planning & Management, Inc.

Approved by: Forrest Ebbs, Community Development Director 

Date: August 5, 2015

Subject: Aviano Farms Project

### RECOMMENDATION

It is recommended that the Planning Commission take the following actions:

1. Approve the resolution recommending approval of the Addendum to the Aviano Project Final Environmental Impact Report.
2. Approve the resolution recommending approval of a Development Agreement between the City of Antioch and Aviano Farms LLC.
3. Approve the resolution recommending approval of a General Plan Amendment for purposes of amending the Sand Creek Focus Area text to allow small-lot single family residential uses on-site (GP-15-02).
4. Approve the resolution recommending approval of a rezone to modify the current Aviano Adult Community Planned Development zone standards (PD-14-01).
5. Approve the resolution recommending approval of a Vesting Tentative Map/Final Development Plan (PW-676), and a Use Permit for Phase 1 (UP-14-15).

### ENTITLEMENTS

The applicant, Aviano Farms, LLC requests approval of an Addendum to the Aviano Adult Community Project Environmental Impact Report, a Development Agreement, General Plan Amendment, Planned Development Rezone, a Vesting Tentative Map/Final Development Plan, and a Use Permit, for the development of a 533 unit residential community on approximately 184 acres. The project is located on the easterly side of the Sand Creek Focus Area of the General Plan, west of the current terminus of Hillcrest Avenue, east and north of Dozier Libby Medical High School (APNs 057-050-022, 057-030-005). Each entitlement is described in detail below:

1. Addendum to the Aviano Adult Community Project Environmental Impact Report (EIR): The Planning Commission must recommend adoption of the Addendum to Council prior to taking action on the other resolutions for the project. The Addendum details how the changes in the proposed project, primarily from an age-restricted community to a standard single family community, do not result in any impacts beyond those studied in the Aviano Adult Community Project EIR.

2. Development Agreement: Approval of the Development Agreement between the City and Aviano Farms LLC, including among other items, provisions for financing police services.
3. General Plan Amendment: Approval of a General Plan Amendment to policy 4.4.6.7.n which would allow small-lot single family uses on this site within the Sand Creek Focus Area of the General Plan.
4. Planned Development Rezone: Rezone to modify the current Planned Development zone standards to allow small-lot residential development within the Sand Creek Focus Area.
5. Vesting Tentative Map/Final Development Plan: A vesting tentative map to create 533 residential parcels and multiple open space, landscaping, and common area parcels.
6. Use Permit: A use permit for the first phase of the development consisting of 100 units. The Zoning Ordinance requires that a use permit be approved prior to the construction of any phase of an approved PD district.

## **BACKGROUND**

The current project site was previously entitled by the City of Antioch in 2009 for the development of a 533-unit active adult community, called the Aviano Adult Community Project. The approvals included a Rezoning to Planned Development District, a Master Development Plan, a Vesting Tentative Map/Final Development Plan, a Use Permit, and Design Review. An Environmental Impact Report (EIR) was prepared in 2008 and certified as part of the project approvals. In addition, a Development Agreement was approved. As part of the Development Agreement the applicant agreed to facilitate the development of the Antioch Unified School District (AUSD) Dozier-Libby Medical High School site to the west of the project site by providing temporary and permanent infrastructure improvements to serve the school. This included an access road along the westerly edge of the school site as well as those portions of Sand Creek Road along the southerly edge of the school site. A temporary access road has been built and interim utilities have been extended to the site. The Development Agreement also required that the southern portion of the project site remain as open space and that the applicant fund the cost of a regional trail connecting the proposed project with the Sand Creek corridor.

The current project applicant, Aviano Farms LLC, is proposing a similar development for 533 single-family market rate homes, removing the "age restriction" component of the previous project.



## ENVIRONMENTAL REVIEW

An Environmental Impact Report (EIR) was prepared in 2008 and certified in 2009 for the Aviano Adult Community project in conformance with the California Environmental Quality Act. Copies of the Aviano Adult Community EIR are available for review Monday through Friday, at the Community Development Department, between the hours of 8:00 a.m. and 11:30 a.m., or by appointment. The EIR is also available online at <http://ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/Environmental-docs.htm>.

The EIR concluded that impacts in the following areas would be reduced to a less-than-significant level with the implementation of mitigation measures:

- Transportation and circulation
- Air quality
- Noise
- Cultural and paleontological resources
- Geology, soils and seismicity
- Hydrology and storm drainage
- Public health and safety
- Biological resources
- Visual resources
- Agricultural resources
- Global climate change

The EIR concluded that the project will contribute to a significant and unavoidable cumulative impact to burrowing owl habitat.

CEQA allows the preparation of an addendum to a previously certified EIR if some minor changes or additions are made to the previous EIR and no conditions are present that would require the preparation of a subsequent EIR (*PRC Section 21166, CEQA Guidelines Sections 15162, 15164*). As explained below, no such conditions are present and an addendum has been prepared (see Attachment E).

### A. Statement of Findings

1. Substantial changes are not proposed to the project that would require major revisions to the 2008 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of a previously identified effect.
2. Substantial changes have not occurred with respect to the circumstances under which the project is undertaken requiring major revisions to the 2008 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of a previously identified effect.
3. There is no new information of substantial importance which was not known and could not have been known at the time the 2008 EIR was certified showing any of the following:



- a. The project will have a new significant effect not previously discussed in the 2008 EIR.
- b. The project will not cause any significant effect examined in the 2008 EIR to be substantially more severe.
- c. The mitigation measures in the 2008 EIR and adopted in the CEQA Findings for the 2008 Aviano Adult Community Project remain feasible but some have been modified to reflect the proposed project. All mitigation measures identified in the Addendum and required for the proposed project as identified in the 2008 EIR that are necessary to reduce the potentially significant impacts to a level of insignificance will be made a requirement of the project and are acceptable by the project proponent.

## B. Evidence Supporting Findings

The proposed project is generally the same as the 2008 Aviano Adult Community Project, except the age restriction component is proposed to be removed. The proposed project includes the same number of units and general layout as the 2008 Aviano Adult Community Project. In order to confirm the impacts of the proposed revisions do not result in additional environmental impacts, updated air quality, noise, and traffic analyses were prepared. In addition, the revised project's compatibility with the General Plan policy related to performance standards for police services was addressed.

### *Air Quality and Global Climate Change*

Section C, Air Quality, and Section M, Global Climate Change, utilized the BAAQMD CEQA thresholds for significance which include thresholds for greenhouse gas emissions (GHG) which were not available for the 2008 Aviano Adult Community Project. An updated GHG analysis was also prepared in July 2014. That analysis confirmed that even with these stricter thresholds, the proposed project will result in a less-than-significant impact on air quality and relating to the incremental contribution the project may have on global climate change.

### *Noise*

An updated Noise Analysis was prepared as part of the Addendum to evaluate the changes in the ambient noise levels in the vicinity of the project area since 2008 and the traffic noise level effects resulting from a non-age restricted project. As explained in Section D, Noise, of the Addendum, the proposed project will not cause any new significant noise impacts or increase the severity of the noise impacts already evaluated in the 2008 EIR. Conversely, as noted on page 30 of the Addendum, the new noise measurements have determined that sound walls along Hillcrest Avenue and Sand Creek Road of 6 feet as opposed to 8 feet that was required of the 2008 Aviano Adult Community Project are adequate to allow the noise levels to remain at acceptable levels.

### *Traffic*

A traffic report was prepared to evaluate what changes might occur in traffic generated by a non-age restricted project, and to take into consideration the changes in land use projections in the area and the traffic improvements that have occurred since 2008 or will

occur before the project is built out. As explained in Section B, Traffic, the proposed project, along with the updated land use forecasts and the new traffic improvements, will continue to have a less-than-significant impact on traffic with the same measures in the 2008 EIR.

#### *Police Services*

Policy 3.5.3.1 of the City's Growth Management Element of the General Plan includes performance standards for police staffing. According to the standard, the City strives to maintain a force level within a range of 1.2 to 1.5 officers, including community service officers assigned to community policing and prisoner custody details, per 1,000 population. However, the current Antioch Police Department (PD) staffing ratio is approximately 1.0, which is unacceptable. Although the project would add population to the Antioch PD service area and the current staffing ratio is unacceptable, the proposed Development Agreement includes a special tax or other financing mechanism to fund additional officers needed to serve development. Due to the recent voter approved Measure O and the Development Agreement financing mechanism, the Antioch PD is anticipated to continue to serve the project site and provide law enforcement services to the new residents upon project buildout. It should be noted that absent a Development Agreement with a financing mechanism, supplemental environmental review would be required.

#### *Conclusion*

As summarized above and explained throughout the Addendum, the Addendum is appropriate for the proposed project because 1) substantial changes are not proposed in the project which will require major revisions to the 2008 EIR, 2) there are no substantial changes with respect to the circumstances under which the project is being undertaken that would require major revisions to the 2008 EIR, and 3) there is no new information which was not known or could not have been known at the time the 2008 EIR was certified.

### **ANALYSIS**

#### **Issue #1: Project Overview**

The 184-acre project site is comprised of two parcels, collectively known as the "Williamson" property located in the Sand Creek Focus Policy Area of the General Plan. The site is generally rectangular; however the western, southwestern, and southern borders curve inward and are irregularly shaped. The site's northern terrain is generally flat and the existing topography falls from west to east at approximately one percent slope with elevations ranging from 171 to 200 feet above mean sea level. The unchannelized Sand Creek, a tributary of Marsh Creek, flows in a northeastern direction across the southern portion of the site. A north-south drainage channel flows along the eastern boundary of the project site, emptying into Sand Creek. A north facing hill slope is located in the southernmost portion of the site, south of Sand Creek. The hill slopes upwards to an elevation of about 328 feet above mean sea level at the southern

property boundary. The project site is primarily covered with non-native vegetation and is currently used for cattle grazing.

The project site is located in a mostly undeveloped area but is entitled for 533 active adult units. The site is surrounded by a mixture of uses including existing single-family residential uses and a community park to the north; the Antioch Unified School District (AUSD) Dozier/Libbey Medical High School, Kaiser Hospital medical facilities, and undeveloped land planned for future residential, mixed use, and commercial development to the west; undeveloped land planned for future business park uses to the east but currently under review for a residential project entitled Vineyards at Sand Creek; and undeveloped grazing land and the Contra Costa County Flood Control and Water Conservation District (CCCFCD) detention basin to the south (planned for a future Sports Complex).

The current project is a residential development on a portion of approximately 184 acres. The project is comprised of 533 single family units (including local streets) on 107 acres; 16.9 acres of park, including basins; 15 acres of private park (11.4 exclusive of basins); 12 acres of arterial roads (including Hillcrest Avenue, Sand Creek Road, Dozier-Libby Road and master entry roads); 3 acres of arterial road frontage landscaping; 10 acres of landscaping/basins/Sand Creek regional trail south of Sand Creek Road; and 35 acres of open space south of Sand Creek Road. The current project would also include construction of roadway and utility improvements that would serve the AUSD Dozier/Libbey Medical High School (Medical High School) adjacent to the southwest corner of the site (Hillcrest Avenue, Sand Creek Road and Dozier-Libby Road). See Attachment B for the tentative subdivision map.

The current project would construct off-site improvements, including a portion of the Royal Formosa/Chen property located west of the project site (construction for the entrance to AUSD site) and portions of the Vineyards at Sand Creek property located east of the project site (construction for the main sewer trunk line and a portion of Hillcrest Avenue). The adjacent properties are primarily flat and consist of grazing and agricultural lands.

The proposed project would be built in phases. A preliminary phasing plan is shown in Attachment C.

## **Issue #2: General Plan Consistency**

The project site is located within the Sand Creek Focus Area as shown on the City of Antioch General Plan Land Use Map. Development in this area is intended to function as a large-scale planned community providing housing and employment opportunities within this region of the City.

The proposed project includes an Amendment to the General Plan for purposes of amending the Sand Creek Focus Area text to allow non-age restricted small-lot single family residential uses on-site. In the General Plan, Figure 4.8, the project site is

designated as Low Density Residential. Table 4.A provides that the appropriate land use type for Low Density Residential is Single Family Detached, which typically consists of suburban residential subdivisions of single family, detached dwellings on lots ranging from 7,000 to 20,000 square feet. The Sand Creek Focus Area Policy 4.4.6.7(b)(n) states that Single-Family Detached housing within suburban-style subdivisions with lot sizes ranging from 7,000 square feet to 10,000 square feet may be developed within the Sand Creek Focus Area within areas shown as Residential and Low Density Residential. Policy 4.4.6.7(b)(p) encourages the development of age-restricted senior housing which may be developed in any of the residential areas of the Sand Creek Focus Area. Therefore, while the original age-restricted Aviano Adult Community Project was consistent with the General Plan for the proposed lot sizes, the proposed non-age restricted single family residential development is restricted to a minimum of 7,000 square foot lots.

The proposed project has a minimum lot size of 5,000 square feet, with an average lot size of 6,240 square feet. Therefore, the applicant is requesting a General Plan Amendment to allow small-lot residential development, with a minimum 5,000 square foot lot size in the Low Density Residential land use designation for this site.

### **Issue #3: Vesting Tentative Map/Development Plan**

The proposed project will be accessed from a newly constructed extension of Hillcrest Avenue along the eastern boundary and a newly constructed extension of Sand Creek Road from Hillcrest Avenue to the western property line. All of the project's residential development will take place north of the newly constructed Sand Creek Road. The areas south of Sand Creek Road would remain undeveloped and would contain two large storm water/water quality basins and a landscaped trail along Sand Creek. The applicant is required to provide an easement through this area to allow for future access to the adjacent property to the south. The project's larger 6,000 square foot lots are concentrated in the center of the development and the 5,000 square foot lots are on the perimeter.

The project would be building an extension of the existing Chaparral Park on the northern project boundary into the project site. A PG&E easement bisects the site in a north/southeast orientation. This area would be developed as a landscaped, public trail system that would pass through the easement and extend to Sand Creek. This area would also contain storm water control basins. A 4.8-acre public park would be built on the eastern side of the project site, adjacent to the PG&E easement/trail, and a small park with a trail connection will be built on the western side of the project site. The 4.8-acre park conceptually would consist of an area of multi-use open space, a small dog park, a large dog park, a basketball court, a volleyball court, two tennis courts, an area for bocce ball, as well as group picnic areas, a rose garden, a restroom facility, and small parking area.

The project will construct a segment of the Sand Creek regional trail to the north side of the Creek within the project site. The trail will connect the trail within the PG&E

easement to the north, the planned Sports Complex in the flood control basin to the southwest, and with Hillcrest Avenue to the east. An access path will also be provided at Sand Creek Road. The approximately 35 acres south of Sand Creek will remain undeveloped as open space and mitigation.

A combination of the project's HOA and a lighting and landscape district will maintain the trails, open space, parks, lighting, and landscaping. The responsibilities of each have been outlined in the project conditions of approval.

The required landscape setback from Hillcrest Avenue and Sand Creek Road is 30 feet. Along Sand Creek Road, the landscape parcels range from 20 to 24 feet in width. With the addition of a 6 foot sidewalk and a 10 foot landscape strip at the back of curb, the total distance from the back of curb to the masonry wall is between 36 and 40 feet. Along Hillcrest Avenue, the landscape parcel ranges from 14 to 39 feet. With the addition of a 6 foot sidewalk and a 10 foot landscape strip at the back of curb, the total distance from the back of curb to the masonry wall is between 30 and 55 feet.

The applicant has proposed street names for the Planning Commission review (Attachment D). The street names have been submitted to the Fire District and Police Department for review and the names were found acceptable.

**Issue #4: Zoning and Planned Development (PD) Standards**

The project site was rezoned from Study Area to Planned Development along with the Aviano Adult Community Project in 2008. The PD district allows site-specific development standards to be established for a given site. As part of the 2008 approvals, development standards for the project site, including the maximum density, maximum number of units, minimum lot size, lot coverage, maximum building height and landscape requirements were established. The chart below contains the proposed development standards approved for the Aviano Adult Community PD District with the proposed modifications for the current standard single family project identified in ~~strikethrough~~ and underline. For comparison, the standards of the Low Density Residential (R-4) zone are included. As indicated in the chart, the proposed PD district would allow slightly smaller lots and slightly larger lot coverage than the R-4 district. The changes between the Aviano Adult Community and the proposed project include a requested reduction in front yard setback from 20 to 15 feet, an increase in lot coverage from 45 to 50 percent, and elimination of the required 10 foot interior side yard for at least 25% of the lots. The proposed PD District standards in the chart have been incorporated into the Ordinance attached to this staff report.

**Development Standards for the Proposed Aviano Adult Community Planned Development District**

<b>Standard</b>	<b>Standard R-4 Zoning</b>	<b>Proposed PD Zoning</b>
Maximum Density	4 dwelling units per gross developable acre	3.14 dwelling units per gross developable acre
Maximum Number of Units	802	533
Minimum Lot Size	6,000 sq. ft.	5,000 s.f.
Minimum Lot Width	Interior lot: 60 feet Corner lot: 65 feet	All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way
Minimum Front Yard Setbacks	20 ft (reserved for landscaping only, excluding driveways)	<del>20</del> <u>15</u> ft (reserved for landscaping only, excluding driveways)
Minimum Side Yard Setbacks	Interior lot: 5 feet Corner lot: 10 feet (reserved for landscaping only)  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 10 foot side yard area shall remain as unrestricted open area. This shall also apply to 100% of the two-story single-family residential lots.	<del>Interior lot: 5 feet Corner lot: 10 feet (reserved for landscaping only)  For at least 25% of the lots in the subdivision, one side yard of an interior lot shall be 10 feet in width and the other side yard can be five feet. The 10 foot side yard area shall remain as unrestricted open area.</del>
Minimum Rear Yard Setbacks	20 feet	15 feet
Accessory Structure Setbacks	Interior lot: side yard and rear yard setback is zero (unless double frontage lot). Corner lot: street side yard is 20 feet and rear /interior side yard is zero Double frontage lot: 10-foot rear yard.	Interior lot: side yard and rear yard setback is zero (unless double frontage lot). Corner lot: street side yard is 20 feet and rear /interior side yard is zero Double frontage lot: 10-foot rear yard.
Maximum Building Height	35 feet	35 feet with the exception of the recreation center

Standard	Standard R-4 Zoning	Proposed PD Zoning
Maximum Lot Coverage	40%	45%-50%
Parking and Driveways	20-foot setback to garage provides off-street parking (at least two spaces). One on-street parking space must be provided in front of each house (at least 20 feet of vertical curb with exceptions for cul de sacs).	20-foot setback to garage. One 20' long on-street parking space must be provided in front of each house with the exception of corner lots with less than 65 feet in width where a 20 foot parking space may be constructed on the street side yard.
Landscape Requirements	30-foot landscaped setback on arterial streets (Hillcrest Ave., Sand Creek Road)	The landscaped setbacks from arterial streets (Hillcrest Avenue and Sand Creek Road) shall be as shown on the project's tentative map dated <del>August 29, 2008</del> July 13, 2015.

**Issue #5: Infrastructure and Off-Site Improvements**

The project site is currently undeveloped; therefore, the project will have to construct a number of public utilities and improvements in order to serve the project. The project will be required to extend the existing 24-inch sanitary sewer pipe located at Heidorn Ranch Road south along the future alignment of Heidorn Ranch Road and west through the proposed Vineyards at Sand Creek Subdivision. The new sewer line will serve the project and the Dozier-Libbey Medical High School. The construction of this sewer line will require access to and temporary construction easements on other properties.

The project will be constructing a number of basins to treat and detain storm water and to provide for flood control. These basins eventually drain via engineered outlets to Sand Creek. The basins will be maintained by the project's HOA.

As discussed above, the project will be required to construct extensions of Hillcrest Avenue and Sand Creek Road. The project is required to construct Hillcrest Avenue in an interim configuration and to construct the full width of Sand Creek Road, which will be a total of four lanes. The project will be constructing a permanent access road to the Dozier-Libbey Medical High School and Kaiser Hospital facilities to the west. Although the road is being constructed by the developer of this project, the road is located on the Royal Formosa/Chen property adjacent to the project site. Equestrian Way and Candlewood Way currently stub out at the project's northern property line. Equestrian Wall will not be continued into the development and the applicant is conditioned to construct a wall across the end of the project boundary. Candlewood Way will connect

to the proposed project. The conditions of approval identify the timing of all the roadway improvements.

**Issue #6: Use Permit**

The Zoning Ordinance requires a Use Permit for each phase of development of the subdivision. The proposed Phasing Plan (Attachment C) indicates the development of the project in nine phases, developing the northeast portion of the site first and progressing in a counterclockwise direction. The applicant is requesting a Use Permit for the first phase which is at the northeast corner and includes 100 units. In addition to this Use Permit, the applicant will be required to submit an application and obtain Planning Commission design review approval prior to the issuance of any building permits.

**Issue #7: Development Agreement**

The approval of the Aviano Adult Community Project included a Development Agreement between Del Webb and the City of Antioch. The Del Webb Development Agreement was not assigned to or assumed by Aviano Farms, LLC. A new Development Agreement has been prepared between the City and Aviano Farms, with two unresolved issues. The Development Agreement gives Aviano Farms a vested right to develop the Property in accordance with the project approvals and vests the term of the Vesting Tentative Map to the term of the agreement, 2029. One of the main issues addressed in the Development Agreement is police services funding, which has been negotiated by City staff and the applicant. However, an agreement relating to the provisions regarding indemnity and rental restrictions has not been reached. Ultimately, City Council will be asked to provide a determination on the two unresolved issues. Planning Commission is being asked to make a recommendation on the Draft Development Agreement to the City Council contingent upon these issues being resolved.

**ATTACHMENTS**

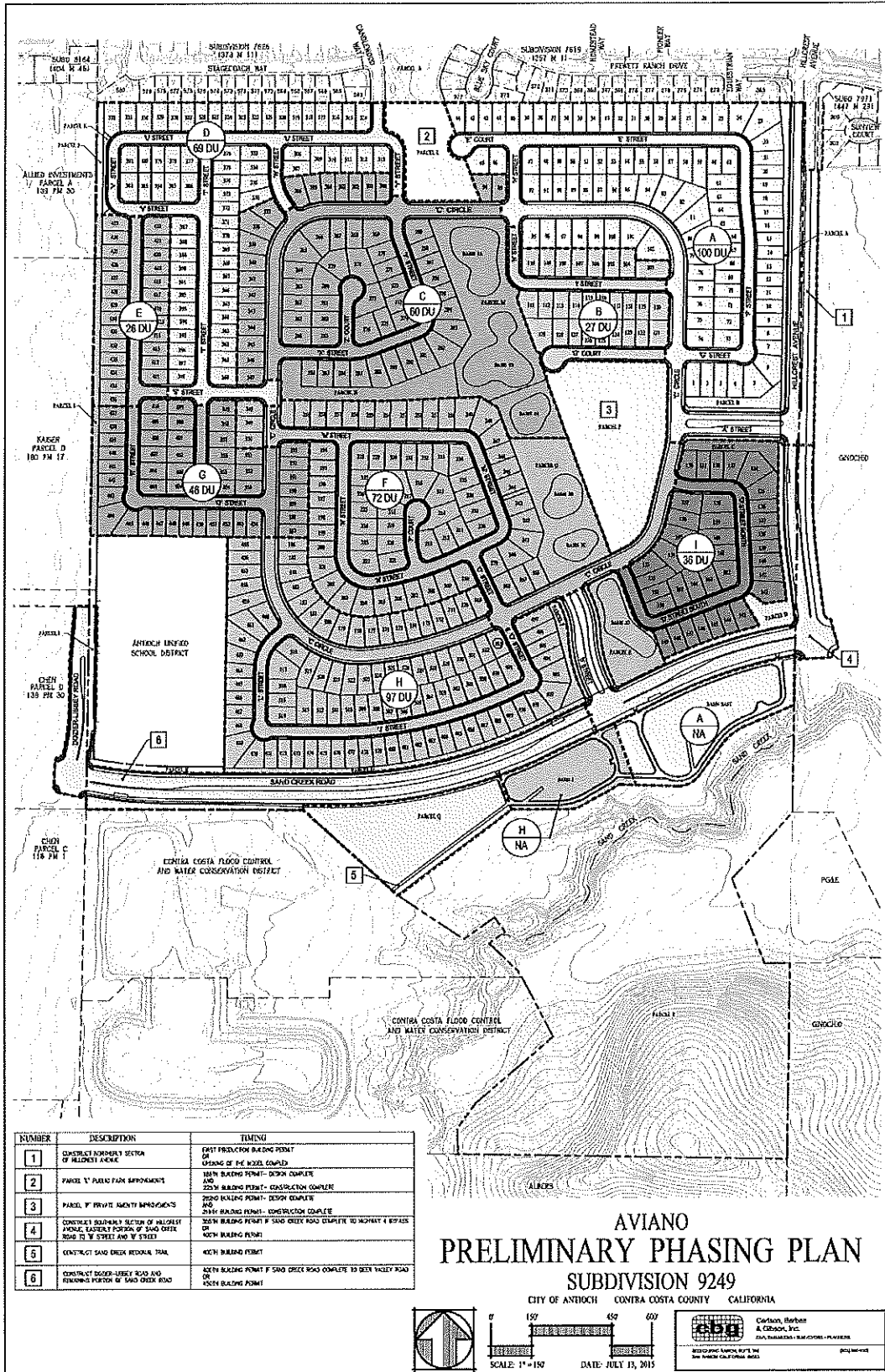
- A Vicinity Map
- B Vesting Tentative Map
- C Phasing Plan
- D Proposed Street Names
- E Addendum to the Aviano Adult Community Project Environmental Impact Report

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# ATTACHMENT "I" PHASING PLAN



II



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 25, 2015

**TO:** Honorable Mayor and Members of the City Council

**PREPARED BY:** Ron Bernal, Public Works Director/City Engineer *REB*

**SUBJECT:** NRG Renew and Update on Solar Projects

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### RECOMMENDED ACTION

It is recommended that the City Council approve the non-binding Letter of Intent (LOI) with NRG Renew and authorize the City Manager to execute the document.

### STRATEGIC PURPOSE

This item supports Strategy N-2 in the Strategic Plan by ensuring the City achieves long-term fiscal sustainability and Strategy K-4 by prioritizing infrastructure improvements to coincide with Economic Development goals. Implementation of this program, if deemed feasible will provide energy costs savings in both the short and long term for the City. This project also achieves greenhouse gas savings identified in the Antioch's Climate Action Plan

These projects would also satisfy **Long Term Goal E: Environmental Enhancement** pollution prevention (NPDES), water conservation, energy and carbon conservation, and waste prevention. Through Environmental Resources staff, develop and implement programs, policies, outreach and education to create a community of residents, businesses and organizations that take actions to reduce their environmental impact while creating a vibrant and healthy climate in Antioch.

### FISCAL IMPACT

This action has no fiscal impact to the City as NRG is performing the due diligence on this proposed project at no cost to the City. Future cost savings to the City are projected to be substantial.

### DISCUSSION

Staff has been working with two companies on solar related projects. The projects are different in nature and potential value to the City. One is a large solar project at NRG's Marsh Landing Generation Station on Wilbur Avenue and the other is a project proposed by OpTerra Energy Services (formerly Chevron) involving arrays at several City owned sites and buildings.

The NRG discussions have resulted in Council's consideration of a non-binding LOI at tonight's meeting with details outlined below. The OpTerra discussions are still ongoing and not yet ready for Council consideration. A bit more complicated in terms of City involvement and commitment, OpTerra's proposal, in addition to solar, would also

include an analysis of converting the City's street lights from induction to LED, water system pump upgrades, automated water meter infrastructure and meter replacements, interior and exterior LED lighting for buildings and facilities, and electrical vehicle charging stations. Staff intends to bring this proposal to Council once preliminary negotiations are concluded.

### **NRG Proposed LOI**

The City of Antioch is eligible to reduce its electricity costs with a Bill Credit Purchase Agreement that leverages an off-site solar policy to remotely assume solar power generated adjacent to NRG's Marsh Landing Generation Station.

This opportunity is estimated to result in \$150,000+ in net savings in year-one and millions of dollars over the life of the agreement. This policy, called RES-BCT (Renewable Energy Self-Generation Bill Credit Transfer), allows municipalities to assume up to 5MWs of off-site solar that generate bill-credits for up to 50 "Benefitting Accounts." The City of Antioch can realize these bill credits by entering into a long term Bill Credit Purchase Agreement with NRG.

NRG, the largest independent power producer in the United States, is proposing to develop a 4MW solar project to be located adjacent to NRG's Marsh Landing Generating Station in Antioch, CA. In addition to the considerable savings generated over the life of the Bill Credit Purchase Agreement, the proposed solar facility would be developed on blighted, industrial land—thus revitalizing and repurposing it with renewable development. The City would be able to claim additionality for the construction of the solar facility and NRG has proposed to describe the project as "Big Break Solar, Developed in Partnership with the City of Antioch."

Project Benefits would include:

- Reduce Antioch's electricity costs by over \$150,000 in year one with cumulative savings of over \$15,000,000 over 25 years.
- Seek to leverage union labor and create local jobs.
- NRG as the owner/operator would manage all costs associated with the solar facility including all operations, maintenance, insurance and operational risk. The City would only pay for electricity that is generated and delivered to the grid.
- Generate approximately 6,500,000 kWh's of renewable energy annually. This equates to removing approximately 4,500 metric tons of carbon dioxide from the atmosphere—the annual equivalent of pulling 950 cars off the road, not consuming 500,000 gallons of gasoline, or not burning 5,000,000 pounds of coal, (Source: epa.gov)

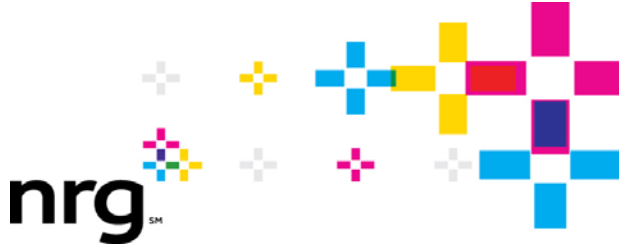
In order to move forward with this opportunity, NRG is seeking the execution of a non-binding Letter of Intent (LOI) with the City of Antioch. Upon execution of the LOI, NRG would work closely with City Staff to confirm the City's desire for off-site solar and move

forward with a negotiation of the Bill Credit Purchase Agreement. It would be NRG's hope that the proposed system could be energized by the middle of 2016.

**ATTACHMENTS**

- A: Letter of Intent
- B: NRG-City of Antioch Proposal
- C: Vicinity Map
- D: Project Location Map
- E: PowerPoint Presentation

ATTACHMENT A



**NRG Renew LLC**  
100 California Street  
Suite 650  
San Francisco, CA 94111

City of Antioch, City Hall  
Third & "H" Streets  
Antioch, CA 94509

RE: Letter of Intent

This letter of intent and the term sheet attached below as Annex I (collectively, this “**Letter of Intent**”) sets forth the terms and conditions upon which NRG Renew LLC, or its designated affiliate (“**NRG**”) intend to negotiate and enter into a renewable energy transaction with [\_\_\_\_\_] (the “**Transaction**”). Definitive Agreements for the Transaction will contain, in addition to the terms and conditions set forth in this Letter of Intent, such representations, warranties, covenants and other provisions as are customary in transactions of this kind and not inconsistent with this Letter of Intent (such agreements, the “**Definitive Agreements**”).

**Annex I**

- 1. RENEWABLE ENERGY FACILITY OWNER: NRG Renew LLC, or its designated affiliate (“NRG” or “Owner”)
- 2. OWNER INFORMATION: Address:  
100 California Street, Suite 650  
San Francisco, CA 94111
- 3. COUNTERPARTY TO TRANSACTION DOCUMENTS: City of Antioch  
a [ ]  
formed under the laws of the state of California
- 4. SOLAR ENERGY FACILITY (SEF): Nameplate Capacity: 4,000 kW (DC) (Energy Output)  
  
kWh Production Estimate: approx. 6,500,000/yr.1
- 5. SEF SITE: NRG’s Marsh Landing Generating Station
- 7. ELECTRIC UTILITY: PG&E
- 8. RENEWABLE ENERGY TRANSACTION TERM: Twenty Five (25) Years
- 9. EXTENSION TERMS: Extension of terms with mutual agreement between both parties

Terms of five (5) years each unless terminated for an Event of Default (to be defined in the Solar Transaction) or by either party not less than 120 days prior to expiration of Initial Term or Extension Term, if any.

10. TRANSACTION TERMS: Counterparty agrees to acquire 100% of the bill credits associated with Energy Output during the Initial Term and Extension Terms, if any.
11. PAYMENT RATE: Payment may be based on \$0.14 per kWh during the first year of the Initial Term. Payment Rate shall be structured according to local laws.
12. PAYMENT RATE INCREASE FACTOR: 0% per annum
13. RENEWABLE ENERGY CREDITS (RECs): RECs to be owned by Owner. If Counterparty desires to own the RECs then an additional cost to the kWh offer rate will be added based on the REC market value.
14. RISK OF SEF LOSS: Owner bears the risk of SEF loss unless Counterparty elects to bear the risk of SEF Loss.
15. INSURANCE: To be agreed upon by the Parties.
16. MAINTENANCE: Owner operates and maintains Renewable Energy facilities at its sole cost and expense.
17. TERMINATION PAYMENT: Upon default, Counterparty shall be obligated to pay a termination payment in the form of liquidated damages which amount shall represent Owner's lost revenues.
18. SITE LICENSE: Counterparty to sign separate Solar Site Agreement for the Initial Term and any Extension Terms
19. APPROPRIATIONS: Counterparty agrees to provide a statement of essential purpose acknowledging it needs the services provided under the Definitive Agreement for an essential purpose. Counterparty shall agree not to sign a similar contract with a different party for the same services if the Definitive Agreements are terminated.
20. EXCLUSIVITY: NRG shall have an exclusive right to negotiate with Counterparty with respect to the Transaction for One Hundred Eighty (180) days following the date hereof (the "**Exclusivity Period**").
21. EXPENSES: Both NRG and Counterparty shall bear its expenses

In connection with this Letter of Intent, the conduct of due diligence, and preparation of the Definitive Agreements.

22. NON-BINDING LETTER OF INTENT:

This LOI does not constitute a legally binding commitment to proceed. Nothing herein shall be deemed to impose on either party any obligation to continue negotiations and either party shall have the right to discontinue negotiations without incurring any obligation or liability to the other.

This Letter of Intent sets forth the preliminary intentions among the Parties with respect to the proposed Transaction, but is not intended to be and is not a legally binding agreement, except for the provisions of this paragraph and paragraphs 20, 21 22 and the paragraph below. Unless and until the Parties have entered into the Definitive Agreements, no agreement with respect to the proposed Renewable Energy Transaction has been made.

This Letter of Intent shall be governed by and construed in accordance with the laws of the State of California, without reference to choice of laws that would require the application of the law of another jurisdiction. NRG represents and warrants that its representative executing this Letter of Intent has full power and authority to represent NRG and has the authority to sign this Letter of Intent. Counterparty represents and warrants that its representative executing this Letter of Intent has full power and authority to represent Seller and has the authority to sign this Letter of Intent. Notices to be delivered hereunder shall be in writing and shall be delivered by U.S. mail, postage paid, or by recognized overnight courier service to be effective, in each case, upon delivery. The address for notices to Counterparty shall be as set forth in the address block of this Letter of Intent. The address for notices to NRG shall be as set forth in the letterhead above.

[Rest of page left intentionally blank]



If this Letter of Intent reflects our understanding, please so indicate by signing, dating and indicating the place of signature on both originals of this Letter of Intent, and returning one signed copy to the undersigned.

Sincerely,

**NRG RENEW LLC**

By: \_\_\_\_\_

Name:

Title:

Accepted and agreed to by:

**City of Antioch**

By: \_\_\_\_\_

Name:

Title:



## City of Antioch Proposal

**Submitted to:**

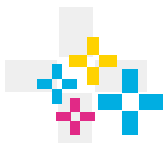
City of Antioch

**Submitted by:**

Joe Corning  
Senior Associate  
NRG Renew LLC  
100 California Street, Suite 650  
San Francisco, CA 94111  
Office: 415.627.1636  
Joe.Corning@nrg.com

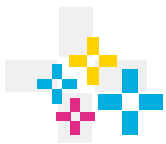
**Date:**

August 25, 2015



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# 1. Executive Summary

The City of Antioch has an opportunity to realize up to \$100,000+ in annual savings with **off-site** solar. PG&E offers a program called RES-BCT (Renewable Energy Self-Generation Bill Credit Transfer), which allows municipalities to assume up to 5MWs of off-site solar that generate **bill-credits** for up to 50 City electric accounts. NRG is proposing to develop a 4MW solar project to be located adjacent to NRG's Marsh Landing Generating Station in Antioch, CA. The City of Antioch would purchase \$1MM of bill credits for \$900K by entering into a long term Bill Credit Purchase Agreement (BCPA) with NRG.

A BCPA is a financing arrangement structured where NRG is the owner and operator of the facility. Beyond the economic benefits associated with this project, the proposed NRG BCPA arrangement has additional benefits for the City which includes:

1. Requires neither capital investment nor bond issuance by the City
2. Transfers performance and operation risk to NRG. The City is only obligated to purchase the energy that is actually generated.
3. Remote project siting minimizes the challenges associated with on-site solar, including property encumbrances, structural/roof complications and business interruption
4. The ability to reallocate bill credits annually across PG&E accounts provides flexibility to adapt to facility load changes over time

The City would be able to claim additionality for the construction of the solar facility – which would seek to leverage union labor and create jobs. NRG would be pleased to describe the project as “Big Break Solar: Developed in Partnership with the City of Antioch.” Furthermore, the proposed solar facility would be developed on blighted, industrial land - thus revitalizing and repurposing it with a power plant that would be expected to generate approximately 6,500,000 kWh's of renewable energy annually. This equates to removing approximately 4,500 metric tons of carbon dioxide from the atmosphere—the annual equivalent of pulling 950 cars off the road, not consuming 500,000 gallons of gasoline, or not burning 5,000,000 pounds of coal, (Source: epa.gov).

In order to move forward with this opportunity, NRG is seeking the execution of a non-binding Letter of Intent (LOI) with the City of Antioch. Upon execution of the LOI, NRG would work closely with City Staff to confirm the City's appetite for off-site solar and move forward with a negotiation of the Bill Credit Purchase Agreement. It would be NRG's hope that the proposed system could be operational by the middle of 2016.

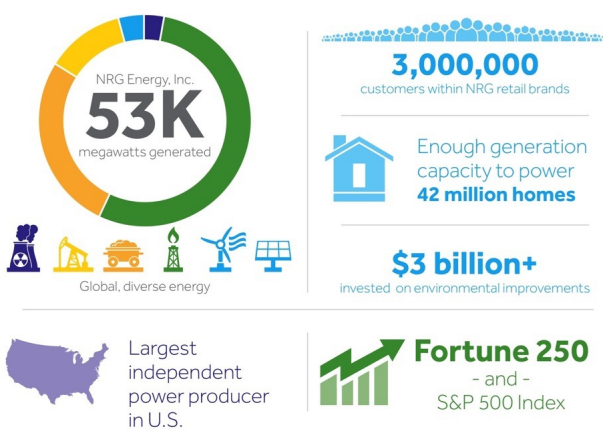




## 2. About NRG Energy

### NRG Energy, Inc

NRG Energy, Inc. ("NRG Energy") (NYSE:NRG), founded in 1989, is a Fortune 200 energy company with dual headquarters in Princeton, New Jersey and Houston, Texas. As the largest competitive power generation company in the United States, NRG Energy has a net generating capacity of more than 50,000 megawatts (MW), measured in alternating current (MW<sub>AC</sub>), representing a diversified mix of fuel sources, generation technology, output configuration, and geographical locations. In addition to power production, NRG Energy's wholesale operations trade energy, capacity and related products, and transact in and trade fuel and transportation services.



NRG Energy is one of the nation's largest electricity retailers, serving nearly 3 million residential, commercial, and industrial customers in competitive energy supply markets. NRG Energy is also one of the nation's largest renewable generation owners and developers with more than 4,500 MW of renewable capacity in operation and/or under management. The company is also building the nation's first privately-funded electric vehicle charging infrastructure through its wholly-owned subsidiary NRG EVgo.

### NRG Renew, LLC

NRG Renew LLC ("NRG Renew"), a wholly-owned subsidiary of NRG Energy, is one of the nation's largest renewable energy companies, with over 4,500 gross MW<sub>AC</sub> of renewable energy assets in operation throughout North America, U.S. territories and the Caribbean, NRG Renew is the second largest owner and operator of solar power and fourth largest owner and operator of wind power in the United States. NRG Renew is the operator and majority owner of the Ivanpah Solar Electric Generating System which, at 392 MW<sub>AC</sub>, is the largest solar thermal project in the world. The company is also the owner and operator of the Alta Wind Facility which, at 947 MW<sub>AC</sub>, is the largest wind farm in the United States.

The NRG Energy team offers a diverse range of experience to each of our customers. Our team consists of longtime industry leaders, energy engineers, project developers, investment specialists, and experts in environmental issues, permitting, interconnection, transmission, and power plant operations. Together, we are passionate about building projects that not only meet a growing need for clean energy at competitive rates, but also achieve significant advancements in designing, financing, and implementing proven technologies.



### 3. Savings Analysis

#### RES-BCT Program Details:

The proposed off-site solar project leverages a PG&E tariff known as the Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT). RES-BCT allows eligible accounts from local governments to offset the generation component of their electric energy charges (up to 50 accounts) with bill-credits generated by an off-site solar system. The electricity generated by the proposed system would be valued at PG&E's A-6 TOU rate producing an estimated bill-credit value of \$0.155/kWh.

The City of Antioch would purchase bill-credits via a Bill Credit Purchase Agreement ("BCPA"). The key, negotiable components of a BCPA are:

- Initial Rate (\$/kWh): At or below current Bill Credit value of \$0.155/kWh
- Term length (yrs): Typically 20-25 years
- Escalation rate (%): Typically 0%-3%

#### NRG's Initial Proposal:

##### Indicative Offer Details:

BCPA Rate (\$/kWh)	Term Length	Escalation Rate	Per kWh Savings	Annual kWh produced:	Year 1 RES-BCT Savings <sup>1</sup>
\$0.14	25 years	0%	\$0.015	6,500,000	\$100,000

NRG has extrapolated these savings over the length of a 25-year\* BCPA:

	Est. Year 1 Value	Est. 25 Year Value
Bill Credit (3% esc)	\$1,000k	\$34.1MM
BCPA Rate (0% esc)	\$900k	\$21.3MM
Net Savings	\$100k	<b>\$12.8MM</b>

\* Note: NRG is willing and excited to offer shorter terms as well

Under these terms, the City would receive approximately \$1MM in Bill Credits for the price of \$900k via the BCPA, thus realizing up to \$100k in net savings in the first year of project operation.

For our analysis, we worked with City staff to review actual electricity consumption data for 19 of the City's largest electrical loads to calculate the portion of the PG&E bills eligible for reduction.

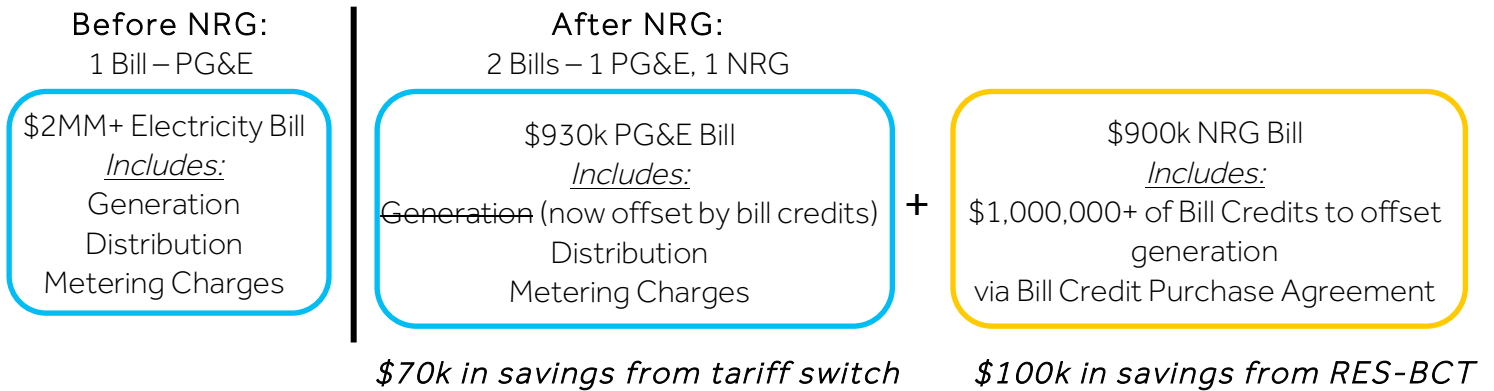
<sup>1</sup> Optimized to assume all accounts have been switched to the best tariff they're eligible for

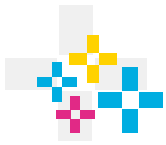


### Additional Savings Opportunity

NRG's analysis of 19 of the City's accounts also indicated that 11 accounts were eligible for tariff switching. When the tariff switching is combined with the RES-BCT program, the City's potential savings increase by an additional \$70k in year 1, thus generating a total estimated savings of \$170k in year 1.

#### Year 1 City of Antioch Bill Breakdown:



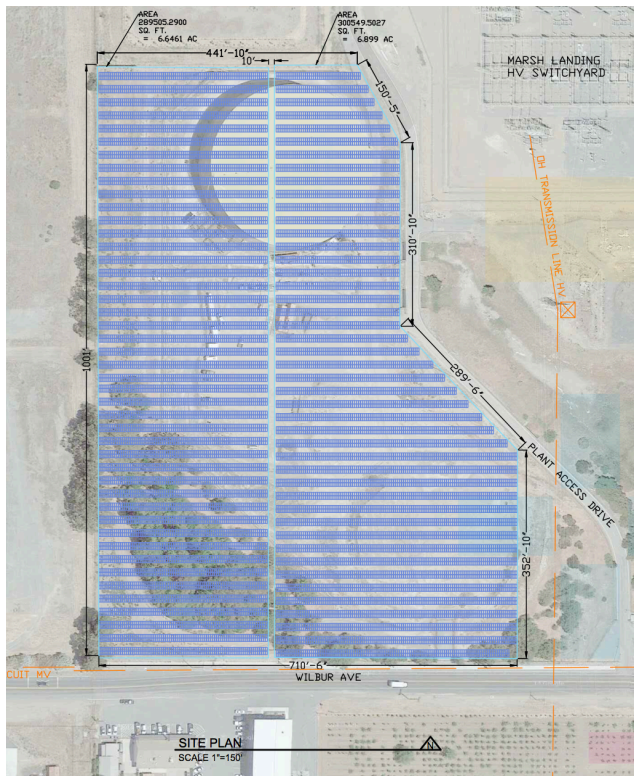


## 4. System Details

### Proposed System Layout

The proposed solar facility would be located next to NRG's owned and operated Marsh Landing Generating Station. This natural gas-fired power plant is host to significant unused acreage that, historically, has been used for fuel storage. The parcel is currently available for solar development. NRG is thrilled that renewable and conventional power generation can be co-located and is eager to demonstrate NRG's firm commitment to leading an energy transformation in the 21<sup>st</sup> century. It is our hope that PV development at this location can serve as a model for similar development across NRG's fossil-fueled assets nationwide.

An indicative layout of the proposed system is rendered below, and would be located on zoned-heavy industrial land. The proposed solar development would revitalize and repurpose this land and is anticipated to offset up to 4,500 metric tons of CO<sub>2</sub> annually. NRG is aware of sensitive environments proximate to our proposed PV development and has engaged several consultants to fully assess potential environmental and species impacts from our project. At this point, we expect to give at least a one hundred foot berth to any designated wetlands. Initial assessments have not revealed potential impact to sensitive species. Furthermore, the project will take advantage of existing access routes that are already heavily trafficked—further minimizing land impact.



Proposal Specs	
System Size (kWdc)	4,000
System Size (kWac)	3,278
DC to AC Ratio	1.22
Annual MWh	6,458
Specific Production (kWh/kWp)	1,672
Module Information	Q. Pro L 310 Hanwha
String Information	20 Modules / String
Inverter Information	AE Powerstation 1,000NX
Racking Details	Fixed Tilt, Ground Mount, 25 Deg.





## 5. Conclusion

It is our hope that you find the benefits of this off-site opportunity clear and compelling. NRG believes that this project will maximize the City's solar deployment and associated savings, while minimizing the challenges and hassles associated with conventional, on-site solar development options.

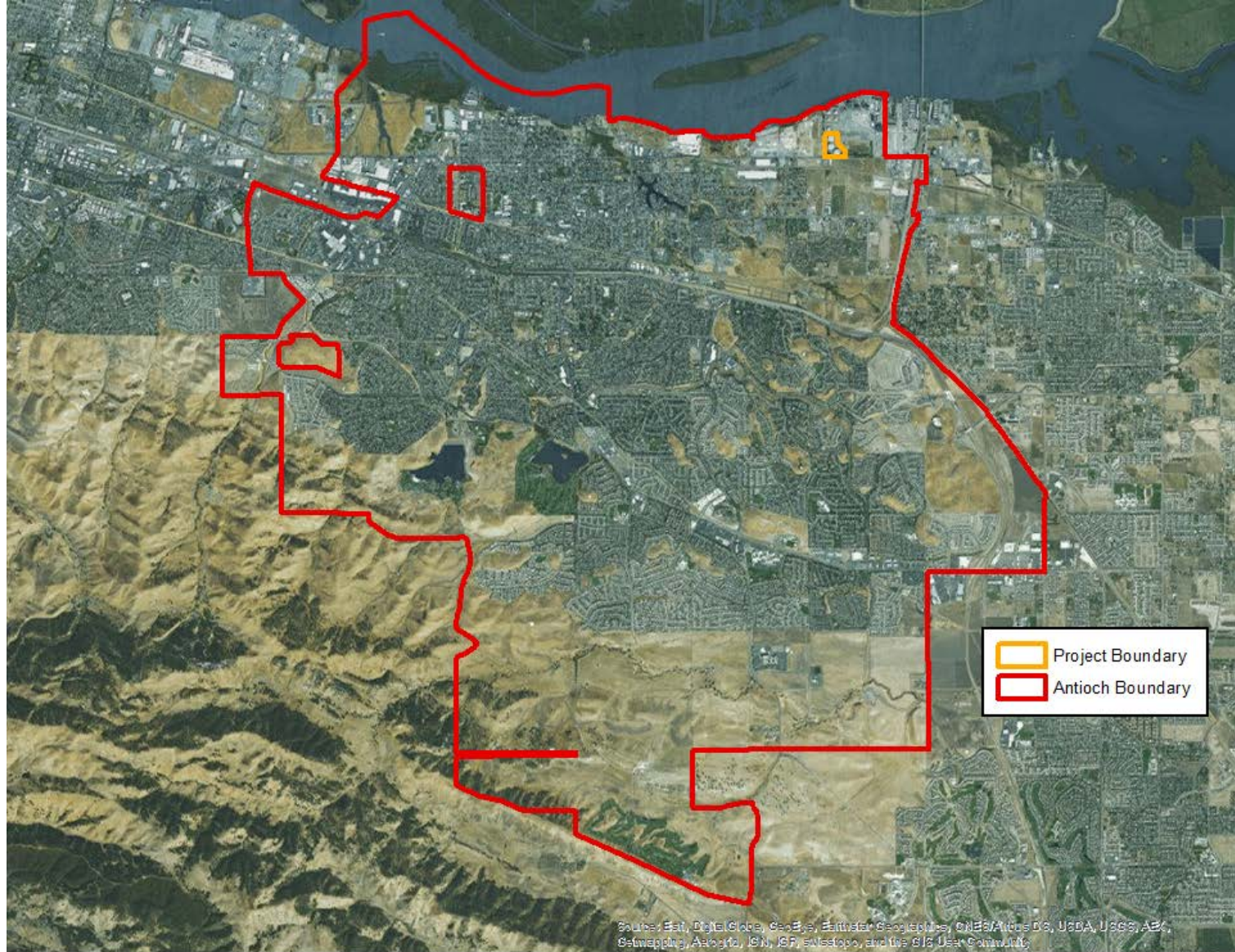
NRG understands that in order for the City of Antioch to execute the attached Letter of Intent, the City Council will need to both review and approve the document. It is NRG's hope that the Letter could be considered at the August 25<sup>th</sup> City Council meeting. We'd welcome the opportunity to further educate any stakeholders who seek additional information on the proposed project.

NRG's designated points of contact for this proposed project are:

Joe Corning  
Sr. Associate – Development  
Joe.Corning@nrg.com  
(415) 627-1636

Sy Kim  
Director – Development  
Sy.Kim@nrg.com  
(415) 627-1612

Proposed Antioch Off-Site Solar Development:



# ATTACHMENT D

## Proposed Solar Development Adjacent to NRG's MLGS:





Renew

NRG Renew

# Big Break Solar Development

August 2015

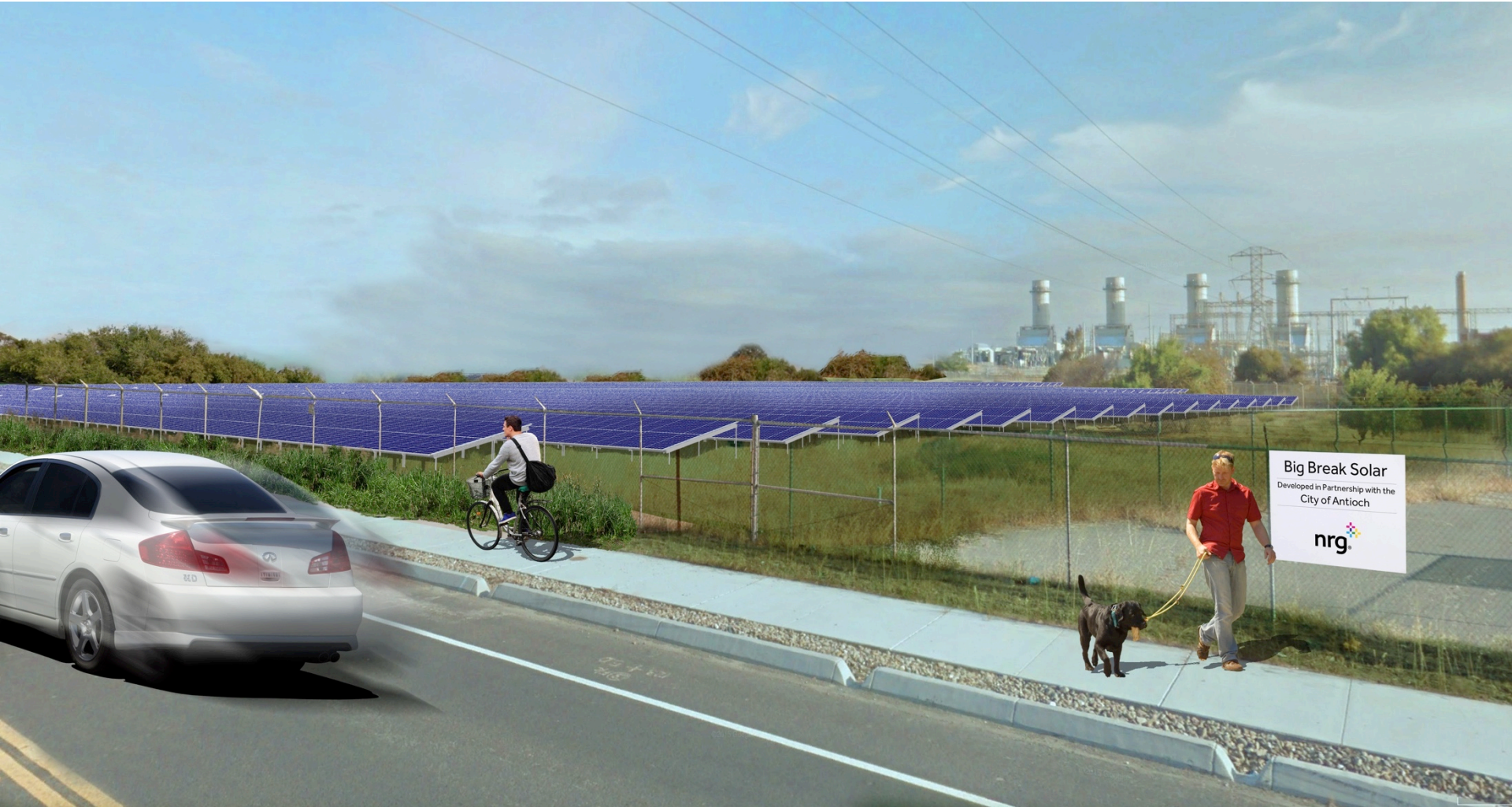
ATTACHMENT E

# Savings for the City of Antioch:

The City of Antioch can save more than **\$100k per year** over 25+ years by partnering with NRG Renew to develop a **4MW solar array** adjacent to NRG's Marsh Landing Generating Station.



# NRG's Big Break Solar Development



# Economic benefits to the City



- Leverages local, union labor for the project's construction, creating jobs



- NRG would own, operate, and maintain the solar system—transferring all performance risk to NRG
  - The City only pays for the energy actually produced



- Offsite solar removes construction and maintenance disruption to the City
  - Neither structural/roof complications nor business interruptions



- No capital or bond issuance required by the City



- Bill Credit re-allocation flexibility on an annual basis

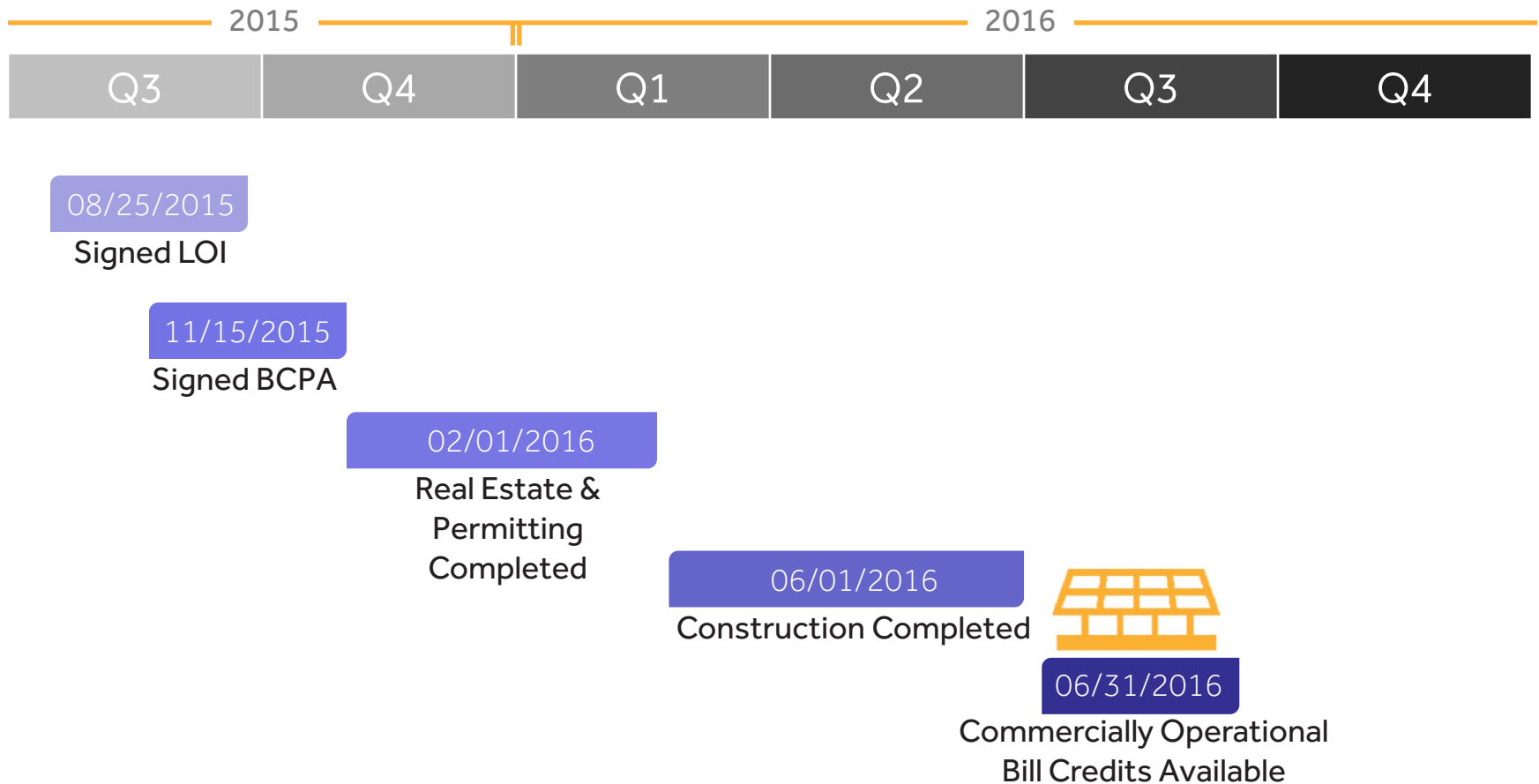
# Environmental benefits to the City



- The 4MWs of solar offsets 4,500 metric tonnes of CO<sub>2</sub> annually
  - Equivalent of pulling 950 cars off the road
  - Offsets the use of 5 million pounds of coal for electricity generation
- Revitalizes and repurposes industrial land for renewable energy development



# Timing and contact information



For additional questions, please contact:

Joe Corning  
Sr. Associate | NRG Renew  
[Joe.Corning@nrg.com](mailto:Joe.Corning@nrg.com)  
415.627.1636



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 25, 2015

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Mike Bechtholdt, Deputy Public Works Director

**APPROVED BY:** Ron Bernal, Public Works Director / City Engineer *Rob*

**SUBJECT:** Vehicle Replacement Purchase

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### RECOMMENDED ACTION

It is recommended that the City Council authorize the purchase of five police patrol and three police investigation vehicles under City of Sacramento Contract #B13131311025 and one Public Works Sewer Collections utility truck under State of California contract #1-14-23-20A from Downtown Ford Sales, Sacramento, CA in the amount not to exceed \$274,639.42 and an additional \$20,000 for dealer installed auxiliary equipment.

### STRATEGIC PURPOSE

This action supports Strategy A-1 in the 7<sup>th</sup> Strategic Plan by providing adequate and reliable police vehicle inventory and Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and continuing to comply with regulatory requirements of state and federal agencies in that one of the vehicles is assigned to the Public Works sewer utility divisions.

### FISCAL IMPACT

This expenditure is included in the approved fiscal year 2015/2016 Vehicle Replacement Fund and is funded through the Police Department Budget and Sewer Enterprise Fund. The purchase of the utility truck has no General Fund impact. The City's procurement procedures allow cooperative purchase contracts as an approved competitive bid process. The City of Sacramento Contract #B13131311025 (Attachment A) and the State of California Contract #1-14-23-20A (Attachment B) is the most cost effective option for these procurements. Police patrol vehicle 793 will be added to the Community Service Offers vehicle pool and the other replaced vehicles will be sold at auction.

### DISCUSSION

The City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which vehicles meet replacement criteria and the operational needs of each division. This recommendation replaces vehicles at or beyond their useful life and adds one new vehicle to the sewer Collections division.

The five police patrol vehicles meeting replacement criteria are 784, 754, 1322, 789, 793 and will be replaced with 2016 Ford Police Interceptors. Vehicle 793 which is still in satisfactory condition to meet the needs of a lower speed use will be added to the Community Service Officers vehicle pool. The three police investigations vehicles meeting replacement criteria are 1303, 773 and 794 and will be replaced with 2016 Ford Police Interceptors.

The new to fleet vehicle is a 2015 Ford F-150 Supercab and will be assigned to the Sewer Collections Superintendant position which has been vacant since 2012 and is currently being recruited. Vehicle 660 was previously assigned to this position and due to the vacancy was transferred to the Code Enforcement Division in 2013.

<u>Vehicle #</u>	<u>Replacement Vehicles</u>	<u>Division</u>	<u>Replaced Vehicles</u>
784	2016 Ford Police Interceptors	Patrol	To Be Auctioned
754	2016 Ford Police Interceptors	Patrol	To Be Auctioned
1322	2016 Ford Police Interceptors	Patrol	To Be Auctioned
789	2016 Ford Police Interceptors	Patrol	To Be Auctioned
793	2016 Ford Police Interceptors	Patrol	CSO Vehicle Pool
1303	2016 Ford Police Interceptors	Investigations	To Be Auctioned
773	2016 Ford Police Interceptors	Investigations	To Be Auctioned
794	2016 Ford Police Interceptors	Investigations	To Be Auctioned
New	2015 Ford F150 Supercab	Sewer Collections	N/A

**ATTACHMENTS**

- A: City of Sacramento Contract #B13131311025
- B: State of California Contract #1-14-23-20A

ATTACHMENT A

**THIS IS YOUR QUOTE**

B07202015

DOWNTOWN FORD SALES  
525 N16th Street, Sacramento, CA. 95811  
916-442-6931 fax 916-491-3138

**QUOTATION**

Customer		Date	7/20/2015
Name	CITY OF ANTIOCH	REP	FELL
Address		Phone	
City		FOB	
Phone			

Qty	Description	Unit Price	TOTAL
5	2016 FORD POLICE INTERCEPTOR, 2 FRONT DOORS ROOF WHITE-BALACE BLACK, CLOTH FRONT VINYL REAR SEAT, 3.7 V6 ENEGINE, 6 SPEED AUTO TRANSMISSION, HD STEEL WHEELS, FULL SIZE SPARE, POWER ADJSUTABLE PEDALS, DARK CAR FEATURE, SYNC SYSTEM/ STEERING WHEEL MTD CONTROLS, DISABLED POWER WINDOW SWITCH REVERSE SENSING, 5 YEAR/100000 MILE POWER TRAIN CARE WARRANTY, 0 DEDUCTIBLE	\$26,603.00	\$133,015.00
5	LED SPOT LAMPS	\$605.00	\$3,025.00
5	KEYED ALIKE	\$50.00	\$250.00
5	REAR VIEW CAMERA IN MIRROR	\$239.00	\$1,195.00
5	FRONT HEADLAMP LIGHTING SYSTEM	\$892.00	\$4,460.00
5	DOC FEE CITY OF SACRAMENTO CONTRACT b13131311025 2% DISCOUNT WITH PAYMENT IN 20 DAYS	\$80.00	\$400.00

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	\$142,345.00
Delivery	\$270.00
Taxes 9.00%	\$12,811.05
CA Tire Tax	\$43.75
<b>TOTAL</b>	<b>\$155,469.80</b>

Office Use Only

# THIS IS YOUR QUOTE

DOWNTOWN FORD SALES  
 525 N16th Street, Sacramento, CA. 95811  
 916-442-6931 fax 916-491-3138

B06292015R

## QUOTATION

<b>Customer</b>		Date	6/29/2015
Name	CITY OF ANTIOCH	REP	FELL
Address		Phone	
City		FOB	
Phone			

Qty	Description	Unit Price	TOTAL
3	2016 FORD POLICE INTERCEPTOR, 2 FRONT DOORS ROOF WHITE-BALACE BLACK, CLOTH FRONT VINYL REAR SEAT, 3.7 V6 ENEGINE, 6 SPEED AUTO TRANSMISSION, HD STEEL WHEELS, FULL SIZE SPARE, POWER ADJSUTABLE PEDALS, DARK CAR FEATURE, SYNC SYSTEM/ STEERING WHEEL MTD CONTROLS, DISABLED POWER WINDOW SWITCH REVERSE SENSING, 5 YEAR/100000 MILE POWER TRAIN CARE WARRANTY, 0 DEDUCTIBLE	\$26,603.00	\$79,809.00
-3	SOLID COLOR	\$334.00	(\$1,002.00)
3	BADGE DELETE	\$0.00	
3	KEYED ALIKE	\$50.00	\$150.00
3	REAR VIEW CAMERA IN MIRROR	\$239.00	\$717.00
3	DAYTIME RUNNING LAMPS	\$44.00	\$132.00
3	INTERIOR UPGRADE PACKAGE	\$381.00	\$1,143.00
3	18" PAINTED ALUMINUM WHEELS	\$485.00	\$1,455.00
3	DOC FEE	\$80.00	\$240.00
	<b>CITY OF SACRAMENTO CONTRACT b13131311025</b> <b>2% DISCOUNT WITH PAYMENT IN 20 DAYS</b>		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	\$82,644.00
Delivery	\$205.00
Taxes	9.00%
CA Tire Tax	\$26.25
<b>TOTAL</b>	<b>\$90,313.21</b>

Office Use Only

ATTACHMENT B

**THIS IS YOUR QUOTE**

B06302015

DOWNTOWN FORD SALES  
 525 N16th Street, Sacramento, CA. 95811  
 916-442-6931 fax 916-491-3138

**QUOTATION**

<b>Customer</b>		Date	6/30/2015
Name	CITY OF ANTIOCH	REP	FELL
Address		Phone	
City		FOB	
Phone			

Qty	Description	Unit Price	TOTAL
1	2015 F-150 4X4 SUPERCAB 6.5 FT BED 3.5L V6, 6 SPEED AUTO TRANS W/TOW HAUL FRNT AND REAR BLACK BUMPERS, AIR COND, AM/FM RUBBER FLOORING	\$23,393.00	\$23,393.00
1	FACTORY SYNC BLUE TOOTH	\$605.00	\$605.00
1	CLOTH SEATS, DAYTIME RUNNING LIGHTS	\$336.00	\$336.00
1	POWER GROUP/EXTRA KEY	\$1,373.00	\$1,373.00
1	REAR VIEW CAMERA	\$235.00	\$235.00
1	TAILGATE STEP	\$352.00	\$352.00
1	DOC FEE	\$80.00	\$80.00
	STATE OF CALIFORNIA CONTRACT #1-14-23-20A		

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_

Subtotal	\$26,374.00
Delivery	\$100.00
Taxes 9.00%	\$2,373.66
CA Tire Tax	\$8.75
<b>TOTAL</b>	<b>\$28,856.41</b>

Office Use Only



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 25, 2015

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Mike Bechtholdt, Deputy Public Works Director

**APPROVED BY:** Ron Bernal, Public Works Director/City Engineer *REB*

**SUBJECT:** Contracting Emergency/Specialized Sewer Services

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### **RECOMMENDED ACTION**

It is recommended that the City Council approve the proposal and authorize the City Manager to execute the Emergency/Specialized Sewer Services sole source contract to Nor-Cal Pipeline Services for the amount not to exceed \$350,000 per contract year for a term ending July 1, 2017 with an option to renew an additional two years.

### **STRATEGIC PURPOSE**

This contract provides specialized emergency sewer repair services supporting Strategy K-5 of the Strategic Plan by limiting potential health hazards to the public, our employees and to reduce City liability against claims and violations resulting from Sanitary Sewer Overflows (SSOs). Continually changing and more stringent State and Federal requirements for sewer collections and maintaining clean water in storm drain channels is accomplished by using the best and most economical practices.

### **FISCAL IMPACT**

The contract cost of \$350,000 per year is available in the 2015/2016 and 2016/2017 Collections contract services budget; subsequent years, if pursued will be presented to Council during the annual budget process.

### **DISCUSSION**

The City does not have in-house labor or the equipment necessary to respond to large-scale emergency sewer incidents. This contract will allow Public Works to quickly respond to high-risk situations and within the time mandated by the State. The contract specifications cover both emergency response services and other specialized services including; manhole rehabilitation, sewer pipe lining and sewer pipe repairs to lines that are deeper and more dangerous than the comfort zone of our in-house crews. The need for this type of service was brought to light during last year's overflow of the 33 inch sewer main near Neroly Road. It is paramount and prudent for the City to be prepared for these types of unforeseen situations. This contingency plan further solidifies the City's commitment to prevent Sanitary Sewer Overflows (SSOs). Work will be completed as needed and the price negotiated on a case-by-case basis. City staff has met with the representatives of Local 1 regarding this matter and reached

agreement that the outlined proposal is both beneficial to the City and its valued workforce.

Staff is requesting approval under the sole source provision of the City's purchasing policy for this contract because we were unable to locate other reputable contractors experienced in the complexity of working in the City's 33 inch sewer main in depths of over 25 feet without taking the line out of service. In addition to utilizing CCTV software compatible with the City's equipment, Nor-Cal Pipeline Services possesses an industry tested reputation for experience and reliability in the high risk type of work we require.

The attached Sole Source Form has been approved by the Finance Director and City Manager.

**ATTACHMENTS**

- A: Nor-Cal Pipeline Services Quote
- B: Sole Source/Brand Request Form
- C: Maintenance Trade Service Agreement



# ATTACHMENT A

## EXHIBIT A

3/18/2015  
10:12AM

### Nor-Cal Pipeline Services Job Conditions - Attachment 'A'

REVISION 2

CCTV Inspection of 33-Inch Trunk Line
---------------------------------------

1. Nor-Cal Pipeline Services is signatory to the Operating Engineers and Laborers Unions.
2. Based on 8 hours per day, 5 days per week. Night work is not included unless specified.
3. This quote does not cover removal of obstructions that cannot be removed with standard hydro cleaning methods and equipment, including hanging gaskets.
4. No SWPPP.
5. No notification of residents and businesses.
6. No de-watering or by pass pumping.
7. No phasing of work.
8. No major traffic control.
9. All access for openings and right of way provided to Nor-Cal.
10. On site water provided by others.
11. Stand by rate: \$595.00 per hour after the first 15 minutes of delay.
12. Price does not include any cutting of protruding taps unless specified.
13. Area for disposal must be provided at no cost.
14. All water to be decanted back in system.
15. No permits, fee's or bonds.
16. Nor-Cal's bond rate is 2%.
17. No excavation or regrading of flow lines of existing channels.
18. No clearing of brush, trees or debris out side of pipe.
19. Agreement to include up to \$350,000 for specialty Sanitary Sewer work to include services for emergencies and other unforeseen situations that the City may require or cannot handle with existing staff/equipment. Potential work is to be completed on an as needed as negotiated basis.
20. Entire agreement to be in place until July 1, 2017 and may be extended upon mutual agreement for 2 additional years

## ATTACHMENT B

### CITY OF ANTIOCH SOLE SOURCE/BRAND REQUEST

**THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO  
ANY SOLE SOURCE PURCHASE OR CONTRACT**

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When a request is made for a non-competitive purchase of goods or services, then the specification, special circumstances or special qualifications that justify limiting the bidding or contracting to one source must be justified in writing and approved by the City Manager or, if the amount of the contract exceeds the City Manager's authority, the City Council. In such cases, the requesting department must complete this form for approval. Please answer in the space provided, and/or in an attachment and address, by specific reference, each question listed below (1-5) in your justification. ***Be sure to answer each part of each question.*** Failure to respond fully to any of the questions could result in delay or rejection of your request due to inadequate justification.

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1. Using appropriate detail, such as brand name, model number etc., briefly describe the product you wish to purchase. In the case of a service, use enough detail to clearly describe to someone not familiar with the process what you are purchasing.
2. Please check one:
  - a.  SOLE SOURCE: Item is available from one source only; or item is one-of-a kind and is not sold through distributors; or manufacturer is exclusive distributor; or special circumstances and/or qualifications merit consideration of sole source to save money and/or time.
  - b.  SOLE BRAND: Various sources can supply the specified model and brand; competitive bids will be solicited for the requested brand only. Meets form, fit and function - nothing else will do.
  - c.  STANDARDIZATION REQUEST: The Department requires the item to standardize parts, design, quality etc. (**This requires a detailed memo with analysis and justification.**)
3. What are the unique performance features of the product, brand or service requested that are not available in any other product, brand or service? (For services: What unique qualifications, experience, rights, and/or licenses does this vendor possess?) **See attached #3.**
4. (a) Why are the unique performance features required (not merely preferred), and how would your requirement be inhibited without this particular service/item? or (b) What are the unique circumstances that compel (not merely make easier) the recommendation of this service/item at this particular time? **See attached #4**

5. What other products/services, if any, have been examined and rejected, and why? *(Please provide a specific meaningful explanation, one vendor one feature at a time. For products be sure to clearly identify the product by name and model number and include the name, address, and telephone number of the company representative who's product you tested.)* **See attached #5.**
  
6. If justification is based on matching and/or intermixing with existing equipment (refer to 1.c.), list the quantity, manufacturer, brand, and model of the existing equipment, and why the matching is required not simply preferred. **Not applicable.**

I HEREBY CERTIFY THAT:

1. I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
  
2. I have gathered the required technical information and considered comparable and/or equal equipment/service.
  
3. I believe that a sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

**REQUESTOR:** Mike Bechtholdt 8/19/15  
 Mike Bechtholdt, Deputy Public Works Director Date

**DEPT. HEAD/DIRECTOR:** Ron Bernal 8/19/15  
 Ron Bernal, Public Works Director/ City Engineer Date

**FINANCE DIRECTOR:** Dawn Merchant 8/19/15    
 Dawn Merchant, Finance Director Date Approved Not Approved

**COMMENTS:** \_\_\_\_\_

**FINAL APPROVAL:**

Steve Duran for 8/19/15  
 Steve Duran, City Manager Date If Over \$50,000 - Date and Item# Council Approved

## SOLE SOURCE/BRAND REQUEST

### B. PROCEDURE

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your requisition. Your request will then be restrictive and non-competitive, and will fall into a sole source/sole brand category.

Such a request should not be made unless you are confident that your request is reasonable and appropriately justified to meet the City's requirements and withstand any possible audit. The City's requirements and the format for submitting such requests are contained herein. Please make copies of the Sole Source/Brand Request form for your future use.

The following factors do not apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor.
2. Vendor performance, and local service (these are generally considered award factors in competitive bidding).
3. Features which exceed the minimum department requirements.
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for "unique factors" (refer to questions 2 and 3 from the Sole Source/Brand Request form).
5. A request for "no substitution" submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria.

## Sole Source/Brand Request

### Public Works Department Collections Division - Emergency Sewer Services

The Public Works Department is requesting approval for contracting Emergency/Specialized sewer service work under the sole source provision of the City's purchasing policy.

The Public Works Department is requesting to have a P.O. and contract in place for specialized services including manhole rehabilitation, CCTV work on lines greater than 33", sewer pipe lining and sewer pipe repairs to sewer lines that are deeper or more dangerous than the comfort zone of our "In House "crews. It is paramount and prudent for the City to be prepared for such unforeseen situations. This contract provides a contingency plan and further solidifies the City's commitment to preventing and dealing with Sanitary Sewer Overflows (SSO's). Work will be completed on an as needed and as negotiated basis.

We were unable to locate other reputable CCTV contractors experienced in the complexity of dealing with a 33 inch sewer main line in depths in excess of twenty feet while maintaining service by bypassing the line and recording data with the same sewer pipe rating software that the City uses. In addition to the CCTV work Nor-Cal Pipeline Services is a one stop shop experienced and possessing a highly regarded reputation for dealing with situations that we may face in our own sewer system. This approach will improve service response time by having one reputable vendor who is able to provide specialized services related to related to the City's potential needs thus reducing the possibility of fines from regulatory agencies (State Water Quality Control Board).

**Answer to Question #3:** This vendor specializes in high risk emergency s e w e r work that is more dangerous and risky than normal routine maintenance work. The services include but are not limited to manhole rehabilitation, sewer pipe lining, sewer pipe repairs to sewer lines that are deeper than normal or when ground water is present and CCTV work in sewer mains that is deeper that the comfort zone of City staff.

**Answer to Question #4:** The emergency/specialized service this contract covers ensures the City's ability to respond quickly and responsibly to unforeseen, large scale sewer events. This precaution is important to have in place for emergency or circumstances beyond our control. By not having a backup plan opens us up to scrutiny/fines from regulatory agencies.

**Answer to Question #5:** We have not been able to find another reputable vendor that does CCTV work in lines that are in excess of twenty feet and that uses our sewer pipe rating software program (IT Pipes), this software is imperative to preserving the integrity of our sewer maintenance data.

Thank you for your consideration. If you have any further questions or concerns please do not hesitate to give me a call.

Thanks again,



Direct 779-6953  
Mobile 813-2965

## ATTACHMENT C

### **MAINTENANCE AND TRADE SERVICES AGREEMENT** **NOR CAL PIPELINE - EMERGENCY SEWER SERVICES**

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of August, 2015 between **NOR CAL PIPELINE** ("Contractor"), whose address is **PO Box 1659, Yuba City, CA 95992** and telephone number is **916-442-5400** and the CITY OF ANTIOCH, a municipal corporation ("City").

#### **RECITALS**

A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** The work will consist of providing services for the City of Antioch to **EMERGENCY SEWER SERVICES** as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.

2. **Compensation.** The total compensation under this Agreement shall not exceed \$350,000 per contract year, with the details set forth in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement.

3. **Term.** The term of this Agreement will expire on June 30, 2017 with the option to renew two additional years.

4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.

5. **Indemnification.** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this

Agreement.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

a. **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 **\$2,000,000** 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.

b. **Railroad Protective Liability.** If Contractor'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.

c. **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.

d. **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. For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

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

- i. ***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).

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

e. 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.

f.. 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.

g. **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.

7. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor 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.

8. **Warranty Against Defects.** Contractor warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.

9. **Labor Code Prevailing Wage.** To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. **Notices.** This Agreement shall be administered by ("Contract Administrator").

Any formal written notice to Contractor shall be sent to:  
Nor-Cal Pipeline Services  
PO 1659  
Yuba City, CA 95992

Any formal written notice to City shall be sent to:  
City Manager  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**11. Miscellaneous Provisions.**

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

By: \_\_\_\_\_  
Steven Duran, City Manager

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Arne Simonsen, City Clerk of City of Antioch

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Second signature required if a corporation)

APPROVED AS TO FORM:

\_\_\_\_\_  
William Galstan, Interim City Attorney

3/18/2015  
10:12AM

**Nor-Cal Pipeline Services**  
**Job Conditions - Attachment 'A'**

REVISION 2

CCTV Inspection of 33-Inch Trunk Line

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4. No SWPPP.
5. No notification of residents and businesses.
6. No de-watering or by pass pumping.
7. No phasing of work.
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