



# **AGENDA**

**Antioch City Council  
Including the Antioch City Council  
acting as Successor Agency/  
Housing Successor to the  
Antioch Development Agency**

**Date:** Tuesday, February 23, 2016

**Time:** 6:00 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

***PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.***

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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.

**6:00 P.M.      ROLL CALL – CLOSED SESSIONS – for Council Members**

**PUBLIC COMMENTS** for Closed Sessions

#### **CLOSED SESSIONS:**

- 1) CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION –** Potential Litigation pursuant to California Government Code §54956.9 (d)(4): Water Rights BDCP/WaterFix (Bay Delta Conservation Plan/WaterFix)
- 2) CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION –** Significant exposure to litigation pursuant to California Government Code §54956.9 (d)(2): Letter received from California Cannabis Law Group
- 3) PUBLIC EMPLOYMENT APPOINTMENT: City Attorney–** This Closed Session is authorized by California Government Code section 54957. Agency Designated Representative: City Manager, Administrative Services Director, and Phil McKenney of Peckham & McKenney regarding the recruitment of a City Attorney.

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

**PLEDGE OF ALLEGIANCE**

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- *SALES TAX CITIZENS' OVERSIGHT COMMITTEE (Deadline date: 02/26/16)*
- *CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD (Deadline date to apply: 03/11/16)*

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

**CITY COUNCIL COMMITTEE REPORTS**

**MAYOR'S COMMENTS**

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

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

Recommended Action: It is recommended that the City Council approve the Special Meeting/ Closed Session Minutes.

STAFF REPORT

**B. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 9, 2016**

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

STAFF REPORT

**C. APPROVAL OF SPECIAL MEETING/CLOSED SESSION MINUTES FOR FEBRUARY 19, 2016**

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

STAFF REPORT

**D. APPROVAL OF COUNCIL WARRANTS**

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

STAFF REPORT

**E. VINEYARDS AT SAND CREEK – SECOND READING OF ORDINANCES (GP-14-01, PD-14-03, SUBDIVISION 9390) (Introduced on 02/09/16)**

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

- 1) Adopt the Ordinance approving a Development Agreement between the City of Antioch and GBN Partners, LLC.
- 2) Adopt the Ordinance approving a Rezone of the project site to Planned Development, approving a Master Development Plan, Final Development Plan, and Planned Development and Design Standards (PD-14-03).

STAFF REPORT

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

**F. SECOND READING OF ORDINANCE REGULATING SHOPPING CARTS (Introduced on 02/09/16)**

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

STAFF REPORT

**G. REJECTION OF CLAIMS: RICK COSTELLO AND ALLSTATE INSURANCE**

Recommended Action: It is recommended that the City Council reject the following claims:

- 1) Rick Costello – Claim was received on October 12, 2015, and amended on November 3, 2015.
- 2) Allstate Insurance Company – Claim was received on November 4, 2015.

STAFF REPORT

**H. RESOLUTION APPROVING THE REVISION OF THE SALARY RANGE FOR THE CLASS SPECIFICATION OF OFFICE ASSISTANT**

Recommended Action: It is recommended that the City Council adopt the resolution approving the Revision of the Salary Range for the Class Specification of Office Assistant.

STAFF REPORT

**I. APPROVAL OF TREASURER’S REPORT FOR JANUARY 2016**

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

STAFF REPORT

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

**J. APPROVAL OF SUCCESSOR AGENCY WARRANTS**

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

STAFF REPORT

**K. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

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

STAFF REPORT

**COUNCIL REGULAR AGENDA**

**2. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND PUBLIC EMPLOYEES' UNION LOCAL 1 FOR THE PERIOD OF APRIL 1, 2015 – MARCH 31, 2017**

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and Public Employees' Union Local 1; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2015/16 budget to implement the provisions of the Tentative Agreement.

STAFF REPORT

**3. TENTATIVE AGREEMENT SIDE LETTER BETWEEN THE CITY OF ANTIOCH AND PUBLIC EMPLOYEES' UNION LOCAL 1**

Recommended Action: It is recommended that the City Council adopt a resolution approving the Tentative Agreement Side Letter between the City of Antioch and Public Employees' Union Local 1.

STAFF REPORT

**4. LEASE OPTION AGREEMENT BETWEEN THE CITY OF ANTIOCH AND NRG FOR THE RES-BCT SOLAR ENERGY PROJECT**

Recommended Action: It is recommended that the City Council adopt the resolution authorizing the City Manager to enter into a Lease Option Agreement with NRG.

STAFF REPORT

**5. CARD ROOM BALLOT INITIATIVE – BALLOT ARGUMENT**

Recommended Action: It is recommended that the City Council:

- 1) Adopt the Resolution Specifying Matters for the June 7, 2016 Special Measure Election;
- 2) Determine whether the City Council wishes to submit a ballot argument against the initiative ordinance limiting card rooms within the City.

STAFF REPORT

**6. BALLOT MEASURE TO CHANGE THE CITY TREASURER FROM ELECTED TO APPOINTED**

Recommended Action: It is recommended that the City Council:

- 1) Determine whether the City Council wishes to submit a ballot in favor of changing the City Treasurer from Elected to Appointed.
- 2) Adopt the Resolution Specifying Matters for the June 7, 2016 Primary Election Ballot Measure.

STAFF REPORT

**COUNCIL REGULAR AGENDA – Continued**

**7. COUNCIL MEMBER WILSON ALTERNATES FOR CITY COUNCIL SERVICE**

Recommended Action: It is recommended that the City Council receive Council member Wilson's notice that she is removing Lamar Thorpe and Patrice Guillory as alternates to serve in her place on the City Council if she is unable to fulfill her duty as a City Council Member in times of declared emergencies.

STAFF REPORT

**8. REMOVAL OF ECONOMIC DEVELOPMENT COMMISSION MEMBER**

Recommended Action: It is recommended that the City Council ratify Mayor Harper's desire to remove Lamar Thorpe from the Antioch Economic Development Commission effective immediately.

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**

**SPECIAL MEETING/CLOSED SESSION  
ANTIOCH CITY COUNCIL**

**Special Meeting/Closed Session**  
*1:00 P.M.*

**February 8, 2016  
Antioch City Hall  
Third Floor Conference Room**

**ROLL CALL** *for Closed Session*

Mayor Harper called the meeting to order at 1:00 P.M., and roll was called.

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

**PUBLIC COMMENTS** *for Closed Session – None*

The City Council then adjourned to closed session in the third floor conference room of City Hall.

**CLOSED SESSION:**

- 1) **PUBLIC EMPLOYEE APPOINTMENT** pursuant to Government Code section 54957:  
Title: City Manager

The City Council returned to open session outside of the City Council Chambers. No public was present. Direction was given to Recruiter and Staff.

**ADJOURNMENT**

With no further business, Mayor Harper adjourned the meeting at 5:55 P.M.

Respectfully submitted:

NICKIE MASTAY  
Administrative Services Director



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of February 23, 2016  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Christina Garcia, Deputy City Clerk *Cg*  
**APPROVED BY:** Nickie Mastay, Administrative Services Director *NM*  
**SUBJECT:** City Council Meeting Minutes of February 9, 2016

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**RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of February 9, 2016 to the next meeting.

**STRATEGIC PURPOSE**

N/A

**FISCAL IMPACT**

None

**DISCUSSION**

N/A

**ATTACHMENT**

None.





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

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

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

**SUBJECT:** City Council Special Meeting/Closed Session Minutes of February 19, 2016

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Special Meeting/Closed Session Minutes of February 19, 2016 to the next meeting.

### **STRATEGIC PURPOSE**

N/A

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 JANUARY 29-FEBRUARY 11, 2016  
 FUND/CHECK#

**100 General Fund**

***Non Departmental***

360858 EMPLOYEE	COBRA OVERPAYMENT REFUND	182.56
360886 VISION INSTALLATION	SMIP FEE REFUND	6.16
360893 2200 E 18TH ST LLC	DEPOSIT REFUND	1,500.00
360899 AMAND, CHERYL	DEPOSIT REFUND	1,500.00
360907 AUTO ZONE	DEPOSIT REFUND	11,758.00
360913 BECHTEL COMMUNICATIONS INC	DEPOSIT REFUND	11,283.00
360918 CC MYERS INC	DEPOSIT REFUND	447.50
360920 CHICK FIL A INC	DEPOSIT REFUND	10,495.25
360924 COMPLETE WIRELESS	DEPOSIT REFUND	2,000.00
360932 CONTRA LOMA ESTATES HOA	DEPOSIT REFUND	2,000.00
360933 CORTEL LLC	DEPOSIT REFUND	2,000.00
360935 CROSS DEVELOPMENT LLC	DEPOSIT REFUND	2,000.00
360940 DELTA DENTAL	PAYROLL DEDUCTIONS	456.87
360946 FERNANDES AUTO WRECKING	DEPOSIT REFUND	2,000.00
360949 GNU GROUP	DEPOSIT REFUND	500.00
360960 LATHROP CORPORATION	DEPOSIT REFUND	5,071.38
360967 MAGNATE FUND 2 LLC	DEPOSIT REFUND	2,000.00
360969 MESA OUTDOOR	DEPOSIT REFUND	2,000.00
360970 METRO PCS WIRELESS	DEPOSIT REFUND	8,000.00
360981 OVERLAND CONTRACTING INC	DEPOSIT REFUND	280.00
360983 PACIFIC GAS AND ELECTRIC CO	DEPOSIT REFUND	2,000.00
360986 PEDRO MCCrackEN DESIGN GROUP INC	DEPOSIT REFUND	2,068.50
361010 UNGER CONSTRUCTION CO	DEPOSIT REFUND	2,000.00
361084 FCS INTERNATIONAL INC	CONSULTANT SERVICES	1,500.00
361085 FELLOWSHIP CHURCH	DEPOSIT REFUND	10,976.69
361152 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	2,314.81
926197 ZUMWALT ENGINEERING GROUP INC	PROFESSIONAL SERVICES	7,552.00

***City Council***

360974 NATURES BOUNTY	MEETING EXPENSE	106.70
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***City Attorney***

360825 FEDEX	SHIPPING	83.61
360887 WESTAMERICA BANK	COPIER LEASE	78.95
361147 PECKHAM AND MCKENNEY	PROFESSIONAL SERVICES	576.21
361157 RICKS ON SECOND	MEETING EXPENSE	192.00
926172 RAY MORGAN COMPANY	COPY USAGE	117.09

***City Manager***

204586 RALEYS	MEETING EXPENSE	26.16
360887 WESTAMERICA BANK	COPIER LEASE	78.95
361030 BANK OF AMERICA	MEETING EXPENSE	93.95
926172 RAY MORGAN COMPANY	COPY USAGE	117.09
926182 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	2,040.00

***City Clerk***

360800 CITY CLERK ASSOCIATION	MEMBER DUES	295.00
360887 WESTAMERICA BANK	COPIER LEASE	78.95

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
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360968 MAUREEN KANE AND ASSOCIATES INC	TECHNICAL TRAINING	1,550.00
360979 OFFICE MAX INC	OFFICE SUPPLIES	118.78
361079 EIDEN, KITTY J	MINUTES CLERK	616.00
926172 RAY MORGAN COMPANY	COPY USAGE	117.09
926186 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	995.17
<b>City Treasurer</b>		
360855 OFFICE MAX INC	OFFICE SUPPLIES	92.62
360948 GARDA CL WEST INC	ARMORED CAR PICK UP	246.66
360987 PFM ASSET MGMT LLC	ADVISORY SERVICES	7,443.17
<b>Human Resources</b>		
204622 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	9.32
360833 EMPLOYEE	EMPLOYEE RECOGNITION	300.00
360887 WESTAMERICA BANK	COPIER LEASE	250.02
360916 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	21.26
360940 DELTA DENTAL	PAYROLL DEDUCTIONS	190.95
360957 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	649.00
360973 MUNICIPAL POOLING AUTHORITY	DOT PROGRAM	551.11
361018 EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361020 EMPLOYEE	EMPLOYEE SERVICE AWARD	125.00
361021 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361022 EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361025 EMPLOYEE	EMPLOYEE SERVICE AWARD	320.00
361031 BANK OF AMERICA	SUPPLIES	66.38
361033 EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361034 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361035 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361039 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361042 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361043 EMPLOYEE	EMPLOYEE SERVICE AWARD	125.00
361044 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361045 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361046 EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361050 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361051 EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361052 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361053 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361054 EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361055 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361058 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361060 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361068 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361073 EMPLOYEE	EMPLOYEE SERVICE AWARD	125.00
361080 EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361081 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361086 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361087 EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00

Prepared by: Georgina Meek  
 Finance Accounting

2/18/2016

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
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361088	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361089	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361091	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361093	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361094	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361095	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361097	EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361098	EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361099	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361100	EMPLOYEE	EMPLOYEE SERVICE AWARD	125.00
361102	IEDA INC	PROFESSIONAL SERVICES	4,035.84
361108	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361109	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361110	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361113	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361116	EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361118	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361120	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361122	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361124	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361125	EMPLOYEE	EMPLOYEE SERVICE AWARD	125.00
361127	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361128	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361129	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361130	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361131	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361132	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361137	EMPLOYEE	EMPLOYEE SERVICE AWARD	125.00
361139	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361141	EMPLOYEE	EMPLOYEE SERVICE AWARD	190.00
361142	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361144	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361148	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361149	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361150	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361153	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361159	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361163	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361164	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361165	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361167	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361168	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361169	EMPLOYEE	EMPLOYEE SERVICE AWARD	125.00
361173	EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361174	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361175	EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00

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 Finance Accounting

2/18/2016

CITY OF ANTIOCH  
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361177 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361178 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361179 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
361180 EMPLOYEE	EMPLOYEE SERVICE AWARD	125.00
361185 EMPLOYEE	EMPLOYEE SERVICE AWARD	75.00
361187 EMPLOYEE	EMPLOYEE SERVICE AWARD	45.00
926172 RAY MORGAN COMPANY	COPY USAGE	376.11
<b>Economic Development</b>		
360801 CITY OF CONCORD	LEADERSHIP ACADEMY DUES	1,000.00
360887 WESTAMERICA BANK	COPIER LEASE	78.95
361030 BANK OF AMERICA	CONFERENCE-L ZEPEDA	872.95
361134 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	1,715.52
926172 RAY MORGAN COMPANY	COPY USAGE	117.09
<b>Finance Administration</b>		
360855 OFFICE MAX INC	OFFICE SUPPLIES	346.48
360887 WESTAMERICA BANK	COPIER LEASE	250.02
926172 RAY MORGAN COMPANY	COPY USAGE	403.29
<b>Finance Accounting</b>		
360796 AT AND T MCI	BITECH PHONE LINE	503.97
360855 OFFICE MAX INC	OFFICE SUPPLIES	86.17
361071 CSMFO	MEMBER DUES-CASTRO	110.00
361076 DIABLO LIVE SCAN	FINGERPRINTING	20.00
926174 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	20,573.58
926179 CLINE, CAROL	TRAVEL REIMBURSEMENT	3,336.60
926195 SUNGARD PUBLIC SECTOR INC	TRAINING	2,884.26
<b>Finance Operations</b>		
204622 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	17.60
360817 DELTA LOCK KEY AND SAFE	LOCKSMITH SERVICES	105.90
360855 OFFICE MAX INC	OFFICE SUPPLIES	49.27
360887 WESTAMERICA BANK	COPIER LEASE	350.36
361070 CSMFO	MEMBER DUES-SAUNDERS	110.00
361135 NEOPOST	INK TANK	600.59
926172 RAY MORGAN COMPANY	COPY USAGE	449.11
<b>Non Departmental</b>		
360815 DELTA DIABLO	GOLF COURSE WATER	2,489.84
360851 MUNISERVICES LLC	DISCOVERY FEES	17,054.72
360858 EMPLOYEE	COBRA OVERPAYMENT REFUND	3.82
360975 NBS LOCAL GOVERNMENT SOLUTIONS	AD27 SERVICES	346.17
360984 PARS	ACTUARIAL SERVICES	2,500.00
360990 PERS	NON ELIGIBLE PREMIUMS	1,698.12
361003 SOMERSET APARTMENTS	BUS LIC OVERPAYMENT REFUND	1,172.00
361013 WAGWORKS	ADMIN FEE	102.00
361115 KRUPA, BRIANNA	OVERPAYMENT REFUND	202.50
361133 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTION	15,103.77
361151 PROGRESSIVE SOLUTIONS INC	LICENSE TRAK	7,500.00

Prepared by: Georgina Meek  
 Finance Accounting

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
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**Public Works Maintenance Administration**

360887 WESTAMERICA BANK	COPIER LEASE	22.50
926172 RAY MORGAN COMPANY	COPY USAGE	39.67

**Public Works General Maintenance Services**

360887 WESTAMERICA BANK	COPIER LEASE	60.00
926172 RAY MORGAN COMPANY	COPY USAGE	105.78

**Public Works Street Maintenance**

360860 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,332.00
361076 DIABLO LIVE SCAN	FINGERPRINTING	40.00
361082 FASTENAL CO	SUPPLIES	103.40
361170 STATE OF CALIFORNIA	FINGERPRINTING	130.00

**Public Works-Signal/Street Lights**

360796 AT AND T MCI	PHONE	606.58
360807 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	77,215.75
360861 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	486.47
360876 STATE OF CALIFORNIA	SIGNAL LIGHT MAINTENANCE	5,113.09
361015 WESCO RECEIVABLES CORP	SUPPLIES	4,157.58
926169 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,373.52
926188 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,114.56

**Public Works-Striping/Signing**

360790 ACE HARDWARE, ANTIOCH	SUPPLIES	4.89
361019 ACE HARDWARE, ANTIOCH	SUPPLIES	7.83
361078 EAST BAY WELDING SUPPLY	SUPPLIES	31.84
361123 MANERI SIGN COMPANY	SIGNS	368.90

**Public Works-Facilities Maintenance**

360792 AMERICAN PLUMBING INC	PLUMBING SUPPLIES	207.05
360796 AT AND T MCI	PHONE	53.64
360881 TYLER SHAW DOORS	DOOR REPAIR	195.00
361032 BANK OF AMERICA	SUPPLIES	135.06
361161 ROGERS ROOFING	GUTTER CLEANING	3,240.00
926169 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	527.81
926191 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,041.85

**Public Works-Parks Maint**

360796 AT AND T MCI	PHONE	92.76
360816 DELTA FENCE CO	FENCE REPAIR	2,628.00
360891 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	58,488.83
926188 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	629.96

**Public Works-Median/General Land**

360796 AT AND T MCI	PHONE	195.07
360895 ACE HARDWARE, ANTIOCH	PVC FITTING	8.12
360945 EDD	UNEMPLOYMENT CLAIMS	427.00
361019 ACE HARDWARE, ANTIOCH	SUPPLIES	7.54

**Police Administration**

204543 COSTCO	BUSINESS EXPENSE	65.68
204544 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	50.46
204560 CHANDLER, MINNIE	OVERPAYMENT REFUND	37.00

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204602 COSTCO	FILM PROCESSING	60.48
204621 GILMER, FRED	OVERPAYMENT REFUND	37.00
360805 CONCORD UNIFORMS LLC	UNIFORMS	2,118.65
360806 CONTRA COSTA COUNTY	TRAINING FEES	195.00
360825 FEDEX	SHIPPING	18.50
360834 HUNT AND SONS INC	FUEL	28.09
360866 REACH PROJECT INC	PROGRAM SERVICE	17,083.00
360887 WESTAMERICA BANK	COPIER LEASE	1,642.05
360896 ALAMEDA COUNTY SHERIFFS OFFICE	TUITION-WISECARVER	188.00
360900 AMERICAN RIVER COLLEGE	TUITION-GREEN	160.00
360906 ASR - BRICKER MINCOLA	BODY ARMOR	1,661.06
360908 BANK OF AMERICA	LODGING	2,228.14
360911 BANK OF AMERICA	LATE FEE	70.08
360936 CROWNE PLAZA	LODGING-GREEN	639.80
360937 CROWNE PLAZA	LODGING-GREEN	639.80
360939 CSI FORENSIC SUPPLY	SUPPLIES	322.15
360947 GALLS INC	SAFETY MATERIALS	592.02
360950 EMPLOYEE	TRAINING PER DIEM	640.00
360951 HARLEY DAVIDSON	MOTORCYCLE SIREN	1,259.05
360958 EMPLOYEE	MILEAGE REIMBURSEMENT	51.30
360972 EMPLOYEE	MEAL ALLOWANCE	22.50
360976 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	114.96
360977 NEXTEL SPRINT	CELL PHONE EQUIPMENT	296.17
360979 OFFICE MAX INC	OFFICE SUPPLIES	1,359.18
360985 PAT MCCARTHY	TUITION-MORIN	300.00
360988 PITNEY BOWES INC	POSTAGE MACHINE	268.99
361005 STATE OF CALIFORNIA	APP FINGERPRINTS	96.00
361007 THOMSON WEST	PENAL CODES 2016 UPDATE	626.76
361016 EMPLOYEE	MEAL ALLOWANCE	75.00
361038 BEHAVIOR ANALYSIS TRAINING INSTITUTE	TUITION-GRAGG	481.00
361047 EMPLOYEE	EXPENSE REIMBURSEMENT	66.50
361059 CONCORD UNIFORMS LLC	UNIFORMS	61.80
361069 COSTCO	RENEWAL-CANTANDO	110.00
361092 EMPLOYEE	MEAL ALLOWANCE	37.50
361101 IBS OF TRI VALLEY	BATTERIES	143.76
361140 OFFICE MAX INC	OFFICE SUPPLIES	838.52
361188 EMPLOYEE	EXPENSE REIMBURSEMENT	174.96
926166 COMPUTERLAND	ADOBE SOFTWARE	397.36
926170 MOBILE MINI LLC	PORTABLE STORAGE CONTAINER	214.86
926172 RAY MORGAN COMPANY	COPY USAGE	2,378.22
926181 IMAGE SALES INC	ID CARDS	468.72
926185 3M AOSAFETY EYEWARE	SAFETY GLASSES	291.51
926189 IMAGE SALES INC	BADGES	224.54
926194 SHRED IT INC	SHRED SERVICES	431.47
<b>Police Prisoner Custody</b>		
360887 WESTAMERICA BANK	COPIER LEASE	151.33

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926172 RAY MORGAN COMPANY	COPY USAGE	26.28
<b>Police Community Policing</b>		
204540 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	75.01
204541 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	99.50
204542 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	97.55
204544 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	13.25
360804 COMMERCIAL SUPPORT SERVICES	CAR WASHES	658.50
360833 EMPLOYEE	PENSION PAYMENT	5,586.00
360834 HUNT AND SONS INC	FUEL	56.27
360848 MOORE K9 SERVICES	K9 TRAINING	800.00
360914 EMPLOYEE	MILEAGE REIMBURSEMENT	64.80
360940 DELTA DENTAL	PAYROLL DEDUCTIONS	115.98
360978 OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT MEDICAL	219.50
360989 PSYCHOLOGICAL RESOURCES INC	PROFESSIONAL SERVICES	1,350.00
360990 PERS	PAYROLL DEDUCTIONS	370.94
361075 DELTA FENCE CO	KENNELS	1,210.86
<b>Police Traffic Division</b>		
361066 CONTRA COSTA COUNTY	OVERPAYMENT REFUND	8,325.00
<b>Police Investigations</b>		
204544 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	25.00
360887 WESTAMERICA BANK	COPIER LEASE	607.78
360927 CONTRA COSTA COUNTY	RENDITION	350.00
360928 CONTRA COSTA COUNTY	LAB TESTING	41,130.00
360954 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	1,385.36
360961 LEXISNEXIS	DATA MANAGEMENT	255.00
361062 CONTRA COSTA COUNTY	LAB TESTING	4,961.25
361063 CONTRA COSTA COUNTY	LAB TESTING	770.00
926172 RAY MORGAN COMPANY	COPY USAGE	732.95
<b>Police Communications</b>		
360795 AT AND T MCI	PHONE	655.27
360796 AT AND T MCI	PHONE	1,302.55
360803 COMCAST	CABLE SERVICE	29.43
360883 VERIZON WIRELESS	WIRELESS SERVICE	76.02
360884 VERIZON WIRELESS	WIRELESS SERVICE	1,786.47
360921 COMCAST	CABLE SERVICES	58.86
360922 COMCAST	CONNECTION SERVICES	346.67
360954 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	4,875.26
361061 CONTRA COSTA COUNTY	RADIO SERVICES	960.00
<b>Office Of Emergency Management</b>		
360796 AT AND T MCI	PHONE	359.36
<b>Police Facilities Maintenance</b>		
360796 AT AND T MCI	PHONE	289.52
360802 CLASSY GLASS	WINDOW TINTING	1,200.00
360872 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
360881 TYLER SHAW DOORS	DOOR REPAIR	97.50
360908 BANK OF AMERICA	FRAMES	3,620.28

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360977 NEXTEL SPRINT	CELL PHONE	7,138.24
360999 ROCHESTER MIDLAND CORP	RESTROOM MAINTENANCE	1,490.10
361002 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,736.00
926191 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,597.30
<b>Community Development Administration</b>		
360887 WESTAMERICA BANK	COPIER LEASE	227.38
926172 RAY MORGAN COMPANY	COPY USAGE	419.72
<b>Community Development Land Planning Services</b>		
360882 VERIZON WIRELESS	WIRELESS CONNECTION	38.01
360909 BANK OF AMERICA	MEETING MAPS	381.92
361152 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	3,488.36
<b>CD Code Enforcement</b>		
204447 CONTRA COSTA COUNTY	RECORDING FEES	36.00
204622 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	6.74
360841 K2GC	ABATEMENT SERVICES	989.36
360882 VERIZON WIRELESS	WIRELESS CONNECTION	152.04
360887 WESTAMERICA BANK	COPIER LEASE	175.26
360909 BANK OF AMERICA	TRAINING-LOPEZ	135.00
360929 CONTRA COSTA COUNTY	RECORDING FEES	419.00
926172 RAY MORGAN COMPANY	COPY USAGE	76.29
<b>PW Engineer Land Development</b>		
360796 AT AND T MCI	PHONE	35.13
360887 WESTAMERICA BANK	COPIER LEASE	686.14
360916 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	10.56
926172 RAY MORGAN COMPANY	COPY USAGE	246.09
<b>Community Development Building Inspection</b>		
360839 INTERNATIONAL CODE COUNCIL	MEMBER DUES	240.00
360886 VISION INSTALLATION	TECH FEE REFUND	272.32
360979 OFFICE MAX INC	OFFICE SUPPLIES	101.42
<b>Capital Imp. Administration</b>		
204613 ISINGS CULLIGAN	WATER DISPENSER	48.25
204622 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	56.16
360887 WESTAMERICA BANK	COPIER LEASE	108.50
926172 RAY MORGAN COMPANY	COPY USAGE	85.37
<b>Community Development Engineering Services</b>		
204612 UNITED STATES POSTAL SERVICE	POSTAGE	51.00
204622 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	7.50
360887 WESTAMERICA BANK	COPIER LEASE	105.31
926172 RAY MORGAN COMPANY	COPY USAGE	82.86
<b>210 Federal Asset Seizure Fund</b>		
<b>Non Departmental</b>		
360949 GNU GROUP	DEPOSIT REFUND	500.00
<b>212 CDBG Fund</b>		
<b>CDBG</b>		
360923 COMMUNITY VIOLENCE SOLUTIONS	CDBG SERVICES	1,117.59
360925 CONTRA COSTA CHILD CARE COUNCIL	CDBG SERVICES	2,557.79

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360931	CONTRA COSTA SENIOR LEGAL SERVICES	CDBG SERVICES	2,488.35
360964	LIONS CENTER FOR THE VISUALLY IMPAIRED	CDBG SERVICES	644.12
360966	LOAVES AND FISHES OF CONTRA COSTA	CDBG SERVICES	902.25
360980	OPPORTUNITY JUNCTION	CDBG SERVICES	12,500.66
361000	SENIOR OUTREACH SERVICES	CDBG SERVICES	6,730.00
361107	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	2,880.00
926180	HOUSE, TERI	CONSULTING SERVICES	9,197.50

**213 Gas Tax Fund**

**Streets**

360861	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	170.23
360971	METROPOLITAN TRANSPORTATION COMMISS	TECHNICAL ASSISTANCE PROGRAM	19,110.00

**214 Animal Control Fund**

**Non Departmental**

361009	UC DAVIS VETERINARY MEDICINE	VETERINARY SERVICES	326.90
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**Animal Control**

360822	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	262.34
360823	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	379.00
360842	KOEFRAAN SERVICES INC	ANIMAL DISPOSAL SERVICES	1,850.00
360887	WESTAMERICA BANK	COPIER LEASE	151.33
360903	ANIMAL CARE CONFERENCE, THE	TUITION-SUTHERLAND	300.00
360904	ANIMAL CARE CONFERENCE, THE	TUITION-HELGEMO	300.00
360952	EMPLOYEE	TRAINING PER DIEM	192.00
360977	NEXTEL SPRINT	CELL PHONE	552.57
360990	PERS	PAYROLL DEDUCTIONS	746.47
360992	PWS INC	DRYER SWITCH	222.57
360994	RENAISSANCE LONG BEACH HOTEL	LODGING-SUTHERLAND	310.33
360996	RENAISSANCE LONG BEACH HOTEL	LODGING-HELGEMO	601.20
360997	RENAISSANCE LONG BEACH HOTEL	LODGING-HELGEMO	310.33
361006	EMPLOYEE	TRAINING PER DIEM	192.00
361017	RENAISSANCE LONG BEACH HOTEL	LODGING-SUTHERLAND	601.20
361040	BERNAL, SUE	MEDICAL REIMBURSEMENT	500.00
361184	WOODBINE, TREVOR	ANIMAL ADOPT FEE REFUND	200.00
926168	HAMMONS SUPPLY COMPANY	SUPPLIES	315.93
926172	RAY MORGAN COMPANY	COPY USAGE	171.87
926191	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	457.80

**Maddie's Fund Grant**

360823	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	92.61
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**219 Recreation Fund**

**Non Departmental**

360793	ASCAP	LICENSE FEE	540.21
360826	FIGUEROA, PEDRO	DEPOSIT REFUND	1,000.00
360828	FRANCISCO, EUGENIO	DEPOSIT REFUND	1,000.00
360889	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	926.34
360926	CONTRA COSTA COUNTY	INFORMATION KIOSK	300.00
360942	DVHS BAND BOOSTERS	DEPOSIT REFUND	1,000.00
360955	HUB INTERNATIONAL OF CA INSURANCE	FACILITY INSURANCE	629.90

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361008 TORRES, MARIA	DEPOSIT REFUND	500.00
361160 RODRIQUEZ, ELENA	DEPOSIT REFUND	1,000.00
<b>Recreation Admin</b>		
926188 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	346.53
<b>Senior Programs</b>		
360796 AT AND T MCI	PHONE	101.40
360990 PERS	PAYROLL DEDUCTIONS	1,585.84
361170 STATE OF CALIFORNIA	FINGERPRINTING	49.00
926191 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	352.80
<b>Recreation Sports Programs</b>		
360796 AT AND T MCI	PHONE	18.51
360810 CONTRA COSTA COUNTY	PERMIT FEES	640.00
360945 EDD	UNEMPLOYMENT CLAIMS	366.00
361057 COCA COLA BOTTLING CO	SUPPLIES	1,262.92
<b>Recreation-New Comm Cntr</b>		
204516 STEVENS, ALBERT	CLASS REFUND	62.00
204517 STEVENS, ALBERT	CLASS REFUND	62.00
204518 KILLION, SALENA	CLASS REFUND	30.00
360793 ASCAP	LICENSE FEE	270.09
360796 AT AND T MCI	PHONE	21.01
360810 CONTRA COSTA COUNTY	PERMIT FEES	920.00
360853 OAKLEYS PEST CONTROL	PEST CONTROL SERVICE	230.00
360861 PACIFIC GAS AND ELECTRIC CO	GAS	4,700.17
360882 VERIZON WIRELESS	WIRELESS CONNECTION	38.01
360887 WESTAMERICA BANK	COPIER LEASE	300.62
360922 COMCAST	CONNECTION SERVICES	1,587.43
360945 EDD	UNEMPLOYMENT CLAIMS	440.00
360948 GARDA CL WEST INC	ARMORED CAR PICK UP	141.20
361041 BLACK DIAMOND KIDS CENTER	CONTRACTOR PAYMENT	1,484.40
361114 KOVALICK, LUANNE	CONTRACTOR PAYMENT	814.20
361176 THOMPSON, RANDALL	CONTRACTOR PAYMENT	60.00
926172 RAY MORGAN COMPANY	COPY USAGE	316.44
<b>222 Measure C/J Fund</b>		
<b>Streets</b>		
360807 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	7,580.64
<b>226 Solid Waste Reduction Fund</b>		
<b>Solid Waste Used Oil</b>		
361155 REPUBLIC SERVICES INC	COLLECTION REIMBURSEMENT	1,237.64
<b>Solid Waste</b>		
360811 CRRRA	MEMBER DUES	200.00
360831 GOGREEN ROOFING CORP	WASTE PERMIT FEE REFUND	35.00
361074 DELTA DIABLO	HHW PROGRAM	11,800.07
361111 KATHY KRAMER CONSULTING	NATIVE GARDEN CONTRIBUTION	1,000.00
<b>229 Pollution Elimination Fund</b>		
<b>Channel Maintenance Operation</b>		
360930 CONTRA COSTA COUNTY	INSPECTION FEE	261.00

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360945 EDD	UNEMPLOYMENT CLAIMS	135.00
926162 3M AOSAFETY EYEWARE	SAFETY GLASSES	287.15
926163 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE SERVICES	6,451.50
<b>238 PEG Franchise Fee Fund</b>		
<b>Non Departmental</b>		
361036 EMPLOYEE	EXPENSE REIMBURSEMENT	10.87
361112 KIS	DNS SETUP	1,017.50
926184 STREAMBOX	SHIPPING CHARGE	55.00
<b>251 Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>		
360796 AT AND T MCI	PHONE	74.04
<b>Lonetree Maintenance Zone 2</b>		
360796 AT AND T MCI	PHONE	123.05
361171 STEWARTS TREE SERVICE INC	TREE SERVICES	450.00
<b>Lonetree Maintenance Zone 3</b>		
360796 AT AND T MCI	PHONE	54.43
<b>254 Hillcrest SLLMD Fund</b>		
<b>Hillcrest Maintenance Zone 1</b>		
360796 AT AND T MCI	PHONE	37.02
360877 STEWARTS TREE SERVICE INC	TREE SERVICES	1,200.00
<b>Hillcrest Maintenance Zone 2</b>		
360796 AT AND T MCI	PHONE	127.37
<b>Hillcrest Maintenance Zone 4</b>		
360796 AT AND T MCI	PHONE	107.51
<b>255 Park 1A Maintenance District Fund</b>		
<b>Park 1A Maintenance District</b>		
360796 AT AND T MCI	PHONE	19.52
360861 PACIFIC GAS AND ELECTRIC CO	GAS	75.49
361002 SILVA LANDSCAPE	LANDSCAPE SERVICES	684.00
361166 SILVA LANDSCAPE	LANDSCAPE SERVICES	2,736.00
<b>256 Citywide 2A Maintenance District Fund</b>		
<b>Citywide 2A Maintenance Zone 9</b>		
360796 AT AND T MCI	PHONE	74.04
<b>257 SLLMD Administration Fund</b>		
<b>SLLMD Administration</b>		
361048 CAPCA	SEMINAR-GOSS/BURGESS/BARNES	210.00
361049 CAPCA	SEMINAR-HARRIS/BECHTHOLDT	140.00
<b>SLLMD Police</b>		
204631 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	6.00
<b>311 Capital Improvement Fund</b>		
<b>Streets</b>		
361024 ANCHOR CONCRETE CONSTRUCTION INC	SIDEWALK REPAIR PROJECT	17,953.81
<b>312 Prewett Family Park Fund</b>		
<b>Parks &amp; Open Space</b>		
360869 ROYSTON HANAMOTO ALLEY AND ABEY	CONSULTING SERVICES	8,336.65
926182 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	6,420.00

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**416 Honeywell Capital Lease Fund**

**Non Departmental**

361029 BANK OF AMERICA	LOAN PAYMENT	43,987.06
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**569 Vehicle Replacement Fund**

**Equipment Maintenance**

360821 DOWNTOWN FORD SALES	2015 FORD F150	28,856.41
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**570 Equipment Maintenance Fund**

**Non Departmental**

360797 BAY AREA AIR QUALITY MANAGEMENT DIST	PERMIT FEES	1,009.50
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360834 HUNT AND SONS INC	FUEL	12,546.61
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**Equipment Maintenance**

204631 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	16.66
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360797 BAY AREA AIR QUALITY MANAGEMENT DIST	PERMIT FEES	336.50
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360830 EMPLOYEE	EXPENSE REIMBURSEMENT	65.00
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360847 MAACO	VEHICLE REPAIR	1,215.46
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360865 PURSUIT NORTH	EQUIPMENT REMOVAL	750.00
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360867 RELIABLE MOBILE AUTOMOTIVE	VEHICLE REPAIR	421.59
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360871 SGS TESTCOM	SMOG TESTING	28.19
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360880 TRED SHED, THE	TIRES	3,028.70
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360887 WESTAMERICA BANK	COPIER LEASE	27.50
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360943 EAST BAY TIRE CO	TIRE REPAIR	294.14
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360973 MUNICIPAL POOLING AUTHORITY	VEHICLE INSURANCE	46.37
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360978 OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT MEDICAL	413.50
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361027 ANTIOCH AUTO PARTS	BATTERIES	864.78
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361028 ANTIOCH AUTO PARTS	FILTERS	282.55
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361032 BANK OF AMERICA	FITTINGS	65.00
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361076 DIABLO LIVE SCAN	FINGERPRINTING	20.00
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361154 RELIABLE MOBILE AUTOMOTIVE	TRANSMISSION	3,029.67
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361170 STATE OF CALIFORNIA	FINGERPRINTING	49.00
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361183 WINTER CHEVROLET CO	TIRE PRESSURE MODULE	678.97
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926167 GRAINGER INC	SUPPLIES	878.86
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926172 RAY MORGAN COMPANY	COPY USAGE	48.48
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926175 UNLIMITED GRAPHIC AND SIGN NETWORK	DECALS	129.00
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926177 BIG SKY ENTERPRISES INC	HAZARDOUS MATERIAL REMOVAL	1,019.60
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926190 KIMBALL MIDWEST	SUPPLIES	1,405.47
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**573 Information Services Fund**

**Non Departmental**

360910 BANK OF AMERICA	EE COMPUTER PURCHASE	733.11
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**Information Services**

360796 AT AND T MCI	PHONE	66.51
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360885 VERIZON WIRELESS	AIR CARD	221.59
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**Network Support & PCs**

360796 AT AND T MCI	PHONE	812.51
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360845 EMPLOYEE	EXPENSE REIMBURSEMENT	98.07
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360885 VERIZON WIRELESS	AIR CARD	53.78
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360887 WESTAMERICA BANK	COPIER LEASE	102.03
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360922 COMCAST	CONNECTION SERVICES	1,041.50
926172 RAY MORGAN COMPANY	COPY USAGE	16.73
926186 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	162.05
<b>Telephone System</b>		
204100 AMERICAN MESSAGING	PAGER	49.33
360794 AT AND T MCI	PHONE	16.01
360796 AT AND T MCI	PHONE	2,375.66
<b>577 Post Retirement Medical-Police Fund</b>		
<b>Non Departmental</b>		
360990 PERS	MEDICAL AFTER RETIREMENT	5,628.00
<b>578 Post Retirement Medical-Misc Fund</b>		
<b>Non Departmental</b>		
360990 PERS	MEDICAL AFTER RETIREMENT	8,503.00
926183 RETIREE	MEDICAL AFTER RETIREMENT	1,168.76
<b>579 Post Retirement Medical-Mgmt Fund</b>		
<b>Non Departmental</b>		
360965 RETIREE	MEDICAL AFTER RETIREMENT	561.60
360990 PERS	MGMT MED AFT RETIREMENT	6,500.00
<b>611 Water Fund</b>		
<b>Non Departmental</b>		
360905 ARROYO, ESTELLA	CHECK REFUND	105.54
360915 BISHOP CO	SUPPLIES	2,176.43
360979 OFFICE MAX INC	OFFICE SUPPLIES	3,365.07
360998 ROBERTS AND BRUNE CO	SUPPLIES	6,009.50
361082 FASTENAL CO	SUPPLIES	1,083.56
926167 GRAINGER INC	SUPPLIES	1,682.95
926187 GRAINGER INC	SUPPLIES	958.30
<b>Water Supervision</b>		
204631 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	25.00
360873 SOLORZANO, MARVIN AND MAGDAL	SAME DAY FEE REFUND	192.00
360979 OFFICE MAX INC	OFFICE SUPPLIES	97.39
<b>Water Production</b>		
204631 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	5.00
360796 AT AND T MCI	PHONE	865.04
360835 IEH LABORATORIES	SAMPLE TESTING	350.00
360846 LUHDORFF AND SCALMANINI	PROFESSIONAL SERVICES	891.00
360855 OFFICE MAX INC	OFFICE SUPPLIES	46.54
360887 WESTAMERICA BANK	COPIER LEASE	51.42
360897 ALAMEDA ELECTRICAL DISTRIBUTORS	ELECTRICAL EQUIPMENT	155.16
360901 AMERICAN WATER WORKS ASSOCIATION	EDUCATION REQUIREMENTS	1,675.00
360902 ANCHOR CONCRETE CONSTRUCTION INC	BUILDING MATERIALS	4,920.00
360959 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	24,573.34
361011 UNIVAR USA INC	CAUSTIC	5,108.60
361012 USA BLUE BOOK	CHEMICAL PUMP	1,538.68
361026 ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL SERVICE	275.00
361032 BANK OF AMERICA	EDUCATIONAL TRAINING	114.68

Prepared by: Georgina Meek  
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361037 BAY AREA AIR QUALITY MANAGEMENT DIST	OPERATING PERMIT FEE	557.00
361056 CLIPPER CONTROLS INC	GAS DETECTOR KIT	793.89
361096 HACH CO	LAB SUPPLIES	437.39
361103 IEH LABORATORIES	SAMPLE TESTING	350.00
361117 LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	7,012.50
361156 RF MACDONALD COMPANY	BOILER REPAIR	1,107.00
361158 ROBERTS AND BRUNE CO	VALVE	726.53
926172 RAY MORGAN COMPANY	COPY USAGE	36.99
926178 CHEMTRADE CHEMICALS US LLC	ALUM	2,652.10
926191 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	306.60

**Water Distribution**

204631 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	25.77
360796 AT AND T MCI	PHONE	18.51
360798 BIG B LUMBER	SUPPLIES	277.63
360801 CITY OF CONCORD	LEADERSHIP ACADEMY DUES	500.00
360814 DE OLIVEIRA, PAULO A	EXPENSE REIMBURSEMENT	50.00
360837 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	1,423.53
360844 LONE TREE TRUCKING INC	SAND	1,820.65
360854 OCT WATER QUALITY ACADEMY	TRAINING-PADILLA/BROOKS/HICKS	1,200.00
360855 OFFICE MAX INC	OFFICE SUPPLIES	66.80
360879 TAP MASTER INC	WATER LINE REPAIR	12,886.00
360887 WESTAMERICA BANK	COPIER LEASE	70.01
360895 ACE HARDWARE, ANTIOCH	LIGHT	18.63
360922 COMCAST	CONNECTION SERVICES	346.67
360934 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	263.22
360941 DELTA DIABLO	RECYCLED WATER	7,168.71
360944 EH WACHS	NOZZLE	183.97
360956 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	825.66
360962 LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES	504.70
360979 OFFICE MAX INC	OFFICE SUPPLIES	204.19
360990 PERS	PAYROLL DEDUCTIONS	1,866.17
360998 ROBERTS AND BRUNE CO	PIPE & FITTINGS	238.63
361032 BANK OF AMERICA	SUPPLIES	1,550.73
361082 FASTENAL CO	SUPPLIES	103.40
361083 FASTLANE TEK INC	CONSULTING SERVICES	3,085.00
361104 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	3,355.69
361119 LONE TREE TRUCKING INC	BACKFILL SAND	1,608.84
361138 EMPLOYEE	DOT FEE REIMBURSEMENT	80.00
361158 ROBERTS AND BRUNE CO	SUPPLIES	503.01
361162 RT LAWRENCE CORP	MONTHLY LOCKBOX PROCESSING	637.09
926169 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	286.14
926172 RAY MORGAN COMPANY	COPY USAGE	123.41
926182 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	2,040.00

**Water Meter Reading**

360852 NATIONAL METER & AUTOMATION INC	METERS	15,924.58
361032 BANK OF AMERICA	HARDWARE	219.02

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**Public Buildings & Facilities**

360791 ALAMEDA ELECTRICAL DISTRIBUTORS	ELECTRICAL EQUIPMENT	4,138.77
360917 CAROLLO ENGINEERS INC	CONSULTING SERVICES	20,172.58
361121 M AND L OVERHEAD DOORS	DOOR INSTALLATION	4,779.73

**Warehouse & Central Stores**

360887 WESTAMERICA BANK	COPIER LEASE	151.33
926172 RAY MORGAN COMPANY	COPY USAGE	13.91

**612 Water System Improvement Fund**

**Water Systems**

360813 D AND D PIPELINES INC	WATER MAIN PROJECT	205,200.00
361072 D AND D PIPELINES INC	WATER MAIN PROJECT	253,697.50

**621 Sewer Fund**

**Sewer-Wastewater Supervision**

360887 WESTAMERICA BANK	COPIER LEASE	212.85
360919 EMPLOYEE	RENEWAL REIMBURSEMENT	120.00
361162 RT LAWRENCE CORP	MONTHLY LOCKBOX PROCESSING	637.10
926172 RAY MORGAN COMPANY	COPY USAGE	176.60

**Sewer-Wastewater Collection**

204631 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	8.79
360796 AT AND T MCI	PHONE	71.90
360801 CITY OF CONCORD	LEADERSHIP ACADEMY DUES	500.00
360812 CWEA SFBS	MEMBER DUES-DEJANVIER	164.00
360824 FASTENAL CO	SUPPLIES	45.32
360829 FRIGARD CHIROPRACTIC	DMV PHYSICAL	75.00
360837 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	1,423.53
360840 JACK DOHENY SUPPLIES INC	EQUIPMENT REPAIR	1,567.78
360844 LONE TREE TRUCKING INC	SAND	1,820.65
360868 ROYAL BRASS INC	VALVES	240.05
360894 A1 JANITORIAL SUPPLY	CHEMICAL DRAIN OPENER	552.13
360898 ALL STAR RENTS	EQUIPMENT RENTAL	150.64
360922 COMCAST	CONNECTION SERVICES	346.67
360934 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENTS	263.21
360956 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	825.64
360962 LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES	504.70
360963 LINE X KUSTOM AND ACCESSORIES	WEATHERGUARD TOOL TRAY	80.66
360978 OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT MEDICAL	833.00
360990 PERS	PAYROLL DEDUCTIONS	373.24
360991 PUMP REPAIR SERVICE INC	SUPPLIES	394.12
360998 ROBERTS AND BRUNE CO	PIPE & FITTINGS	891.57
361032 BANK OF AMERICA	COMPUTER HARDWARE	292.69
361074 DELTA DIABLO	HHW PROGRAM	19,199.93
361077 DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	5,400.00
361082 FASTENAL CO	SUPPLIES	81.82
361083 FASTLANE TEK INC	CONSULTING SERVICES	945.00
361104 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	3,355.69
361105 INFRASTRUCTURE TECHNOLOGIES LLC	GIS PIPE SELECT MODULE	12,900.00

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361119	LONE TREE TRUCKING INC	BACKFILL SAND	1,608.85
361158	ROBERTS AND BRUNE CO	SUPPLIES	118.72
926173	SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	4,500.00
<b>631 Marina Fund</b>			
<b>Non Departmental</b>			
360875	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	89.77
<b>Marina Administration</b>			
204298	DEPARTMENT OF MOTOR VEHICLES	LIEN SALE FEES	16.00
204299	UNITED STATES POSTAL SERVICE	POSTAGE	20.22
360796	AT AND T MCI	PHONE	96.62
360863	EMPLOYEE	EXPENSE REIMBURSEMENT	65.53
360887	WESTAMERICA BANK	COPIER LEASE	51.42
360912	BAY AREA NEWS GROUP	LEGAL AD	213.30
360953	HENDERSON MARINE SUPPLY	DOCK REPAIR PARTS	186.96
360993	RECREATION PUBLICATIONS	ADVERTISEMENT	770.00
361014	WAUBAUSHENE MACHINE & WELDING	VALVE	58.66
926172	RAY MORGAN COMPANY	COPY USAGE	42.93
<b>Marina Maintenance</b>			
926191	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,260.00
<b>Marina Boat Launch</b>			
360863	EMPLOYEE	EXPENSE REIMBURSEMENT	139.52
<b>641 Prewett Water Park Fund</b>			
<b>Non Departmental</b>			
360955	HUB INTERNATIONAL OF CA INSURANCE	FACILITY INSURANCE	125.98
<b>Recreation Water Park</b>			
360793	ASCAP	LICENSE FEE	270.09
360796	AT AND T MCI	PHONE	106.09
360810	CONTRA COSTA COUNTY	PERMIT FEES	3,054.00
360849	MUIR DIABLO OCCUPATIONAL MEDICINE	RESPIRATORY EXAM	115.00
360870	SAFETY COMPLIANCE MANAGEMENT	RESPIRATOR TRAINING	395.00
360887	WESTAMERICA BANK	COPIER LEASE	250.02
360888	WRISTBANDS MEDTECH	WRIST BANDS	2,790.00
360891	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,545.25
360911	BANK OF AMERICA	AMERICAN RED CROSS	135.00
361023	AMERICAN RED CROSS	TRAINING	210.00
361076	DIABLO LIVE SCAN	FINGERPRINTING	40.00
361136	EMPLOYEE	EXPENSE REIMBURSEMENT	316.70
361170	STATE OF CALIFORNIA	FINGERPRINTING	81.00
361181	WATER SAFETY PRODUCTS INC	LIFEGUARD UMBRELLAS	358.58
361182	WHEN TO WORK INC	ANNUAL FEE	550.00
926172	RAY MORGAN COMPANY	COPY USAGE	107.77
<b>721 Employee Benefits Fund</b>			
<b>Non Departmental</b>			
360799	CALFIT OAKLEY	PAYROLL DEDUCTIONS	20.00
360809	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
360818	DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00

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360819 DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
360820 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	59.00
360827 FITNESS EVOLUTION	PAYROLL DEDUCTIONS	19.99
360832 EMPLOYEE	PAYROLL DEDUCTION REFUND	326.79
360836 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	642.00
360838 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
360843 LINA	PAYROLL DEDUCTIONS	5,431.21
360850 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,980.63
360856 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,682.00
360857 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	10,803.58
360862 PARS	PAYROLL DEDUCTIONS	2,601.12
360864 PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,506.85
360874 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	877.00
360890 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	1,321.61
360892 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	23,300.42
360916 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	2,660.89
360938 CSAC EXCESS INSURANCE AUTHORITY	PAYROLL DEDUCTIONS	2,940.00
360940 DELTA DENTAL	PAYROLL DEDUCTIONS	34,315.05
360990 PERS	PAYROLL DEDUCTIONS	326,162.80
361065 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
361067 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
361106 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
361143 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	11,108.80
361145 EMPLOYEE	CHECK REPLACEMENT	1,360.73
361146 PARS	PAYROLL DEDUCTIONS	2,296.48
361186 EMPLOYEE	PAYROLL DEDUCTION REFUND	2,045.59
926164 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	625.50
926165 APOA	PAYROLL DEDUCTIONS	12,710.39
926171 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	53,413.74
926176 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,029.79
926192 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	27,872.55
926196 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	3,511.15



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

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

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

**SUBJECT:** Vineyards at Sand Creek – Second Reading of Ordinances (GP-14-01, PD-14-03, Subdivision 9390)

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### **RECOMMENDED ACTION**

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

1. Adopt the Ordinance approving a Development Agreement between the City of Antioch and GBN Partners, LLC.
2. Adopt the Ordinance approving a Rezone of the project site to Planned Development, approving a Master Development Plan, Final Development Plan, and Planned Development and Design Standards (PD-14-03).

### **STRATEGIC PURPOSE**

This recommended action supports Strategic Plan Long Term Goal H: Provide consistent and efficient entitlement, permitting, and development services to the public and Strategy G-3: Grow Antioch's economy through additional annexation, as well as residential and commercial development; Short Term Objective: Work with developers to create more homes, jobs, stores, services and necessary infrastructure.

### **DISCUSSION**

The adoption of an Ordinance requires two separate readings. The two subject Ordinances were introduced at the February 9, 2016 City Council meeting as part of the review of the Vineyards at Sand Creek residential development project in the Sand Creek Focus Area. This second reading will finalize the adoption of these Ordinances.

### **ATTACHMENTS**

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

Exhibit A. Development Agreement

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

Exhibit A. Legal Description

# ATTACHMENT "A"

ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND GBN PARTNERS, LLC FOR THE VINEYARDS AT SAND CREEK PROJECT

The City Council of the City of Antioch does ordain as follows:

**Section 1.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et. seq.* of the Government Code, with authorizes the City of Antioch ("City") to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property in order to establish certainty in the development process.

**Section 2.** The City of Antioch previously adopted an implementing ordinance (Article 32 of the Zoning Ordinance) authorizing and regulating the use of Development Agreements.

**Section 3.** The Planning Commission conducted a duly notice public hearing on January 6, 2016 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on February 9, 2016 at which all interested persons were allowed to address the Council on the Development Agreement.

**Section 4.** The City Council finds that the Development Agreement is consistent with the City's General Plan as well as all provisions of the City's Zoning Ordinance and Municipal Code. The City Council finds that the Development Agreement implements General Plan objectives by providing housing opportunities and needed infrastructure. The Development Agreement will not be detrimental to the health, safety and general welfare and will not adversely affect the orderly development of property or the preservation of property values. The City Council has considered the effect of the Development Agreement on the housing needs of the region in which the City is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources by required an HOA to maintain certain improvements and formation of a revenue generating mechanism to fund police services.

**Section 5.** An EIR was certified for the Vineyards at Sand Creek Project. The City Council has concluded that there have been no substantial changes to the project through the Development Agreement. Therefore, in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, a subsequent environmental document is not required.

**Section 6.** The Development Agreement included as Exhibit "A" is hereby approved, subject to minor and clarifying revisions approved by the City Manager and City

Attorney, and the City Manager is authorized and directed to sign it on behalf of the City of Antioch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 9<sup>th</sup> day of February, 2016, and passed and adopted at a regular meeting thereof, held on the 23<sup>rd</sup> day of February, 2016.

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Wade Harper, Mayor of the City of Antioch**

**ATTEST:**

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

# EXHIBIT A

[Draft Dated: January 22, 2016]

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Antioch  
200 H Street  
Antioch, CA 94509  
Attention: City Clerk

(Space Above This Line Reserved For Recorder's Use)  
Exempt from Recording Fees Pursuant to Gov. Code Section 27383

## DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND GBN PARTNERS, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and GBN Partners, LLC, a Delaware limited liability company ("**Developer**") (each a "**Party**" and collectively the "**Parties**"), pursuant to the authority of Division 1, Chapter 4, Article 2.5, Sections 65864 et seq. of the Government Code (the "**Statute**") is entered into as of \_\_\_\_\_, (the "**Effective Date**") in the following factual context:

**A.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature enacted the Statute, which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property.

**B.** Developer is the owner of approximately 142 acres of real property located in the City of Antioch, Contra Costa County more particularly described in *Exhibit A* to this Agreement (the "**Property**"), known as Promenade/Vineyards at Sand Creek, which Developer plans to develop as either a single-family market-rate residential community or as an age-restricted Active-Adult residential community (the "**Project**"). The planning, development, construction, operation and maintenance of the Project is more particularly described in, and reviewed and analyzed by, the Environmental Impact Report (SCH # 2014092010, "**EIR**") prepared in conjunction with the Project and its below-described "**Project Approvals**." In accordance with the California Environmental Quality Act (Pub. Res. Code §§ 21000 et seq.) and its Guidelines (C.C.R., Title 14 §§ 15000, et seq.), as each is amended from time to time (collectively, "**CEQA**"), City certified as adequate and complete the EIR. Pursuant to CEQA, a mitigation/monitoring program for the Project was approved by the City Council. The City has determined that no additional environmental review is necessary in connection with its consideration, approval and execution of this Agreement.

C. The Project has been designed as a private, gated residential community, where housing and recreation are integrated into one cohesive whole. Key components include pedestrian and bicycle friendly streets, private recreational opportunities, a mix of housing opportunities, distinctive architecture and landscape elements, and a vibrant neighborhood community center.

D. As of the execution of this Agreement, various land use regulations, entitlements, grants, permits and other approvals have been adopted, issued, and/or granted by City relating to the Project (collectively, “**Existing Approvals**”, contained in *Exhibit B* to this Agreement), including without limitation, all of the following (including their text, diagrams and conditions of approval):

1. “**EIR**” (defined in Recital B above).
2. “**General Plan Amendment**” – (GPA 14-01) – Redesignating the Property from Business Park to Residential, and exempting the Property from the City regulations (including without limitation City Ordinance No. 2005/41) relating to an alternative process for the project applications within the Sand Creek Focus Area (collectively, “**GPA**”).
3. “**Master Development Plan/Planned Development Rezone**” – (PD 14-03) – A Planned Development District with Design Guidelines to guide future development of the community and a Master Development Plan (collectively, the “**Rezoning**”).
4. “**Vesting Tentative Map/Final Development Plan**” – (Subdivision 9390) – Subdivision map and Final Development Plan reflecting roads, infrastructure and up to 650 single-family residential lots, which lots can also be developed as age-restricted units in their entirety. The Vesting Tentative Map/Final Development Plan will employ multiple (phased) final maps, creating separate phases of the Project (currently approximated at 6 phases) (collectively, the “**VTM**”). The VTM includes a Preliminary Phasing Plan consistent with the VTM to facilitate development of the Property. The Preliminary Phasing Plan is included as part of the VTM approval, including the conditions of approval that accompany the VTM (contained in *Exhibit B* to this Agreement), and shall be included within any reference in this Agreement to VTM.

E. “**Subsequent Approvals**” (each referred to individually as a “**Subsequent Approval**”) shall mean those permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), that may be necessary or desirable for the development of the Project, that are sought by Developer, and that are granted by City on or after the Effective Date of this Development Agreement. Subsequent Approvals include without limitation new permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), as well as amendments to Existing Approvals.

F. On January 6, 2016, at a duly noticed public hearing, the Planning Commission considered and recommended approval of the EIR, GPA, Rezone, VTM and this Agreement to the City Council pursuant to Resolution No. /\_\_\_\_\_.

G. On February 9, 2016, at a duly noticed public hearing, the City Council certified the EIR pursuant to Resolution No. /\_\_\_\_\_, approved the GPA pursuant to Resolution No. /\_\_\_\_\_, approved the Rezone pursuant to Ordinance No. \_\_\_\_\_, and approved the VTM pursuant to Resolution No. /\_\_\_\_\_.

H. The City Council has found that, among other things, this Agreement and the Project Approvals, are consistent with its General Plan and has been reviewed and evaluated in accordance with California Government Code §§65864 *et seq.*

I. On February 23, 2016, at a duly noticed public hearing, the City Council adopted Ordinance No. \_\_\_\_\_ approving this Agreement, a copy of which is attached as *Exhibit C* to this Agreement.

## AGREEMENT

In this factual context and intending to be legally bound, the Parties agree as follows:

### ARTICLE 1 TERM

1.1. The term of this Agreement (“**Term**”) shall commence as of the Effective Date and continue to and including \_\_\_\_\_, 2031. The expiration of the term of this Agreement shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Developer may have that exist independently of this Agreement and derive from common law vesting or other laws or regulations of the State or the City.

1.2. Pursuant to Government Code section 66452.6(a) and this Agreement, in addition to other extensions available under the Subdivision Map Act, the term of the Vesting Tentative Map and any other tentative map, vesting tentative map, tentative parcel map, vesting tentative parcel map, final map or vesting final maps, or any new such map or any amendment to any such map, or any resubdivision (collectively referred to as “**Subdivision Document**”) relating to the Project shall automatically be extended to and until the later of the following:

1.2.1 The Term; or

1.2.2 The end of the term or life of any such Subdivision Document otherwise given pursuant to the “**Subdivision Map Act**” (defined herein) and/or local regulation not in conflict with the Subdivision Map Act.

1.3. If this Agreement terminates for any reason prior to the expiration of the vested rights otherwise given under the Subdivision Map Act to any vesting tentative map, vesting parcel map, vesting final map or any other type of vesting map on the Property (or any portion of the Property) (collectively, “**Vesting Map**”), such termination of this Agreement shall not affect Developer’s right to proceed with development under such Vesting Map in accordance with only



the applicable law so vested under the Vesting Map, for the life of such vested rights given by such Vesting Map.

**1.4.** The term of any and all Project Approvals, including without limitation, all development plans, development permits, or other permit, grant, agreement, approval or entitlement for the general development of all or any part of the Project and Property, shall be to and until the later of the following:

**1.4.1** The Term; or

**1.4.2** The term or life of any Subdivision Document pursuant to the Subdivision Map Act or local regulation not in conflict with the Subdivision Map Act.

## **ARTICLE 2 COVENANTS OF DEVELOPER**

**2.1. Obligations of Developer Generally.** Developer shall have no obligation to proceed with, or complete the Project at any particular time or at all. However, if Developer proceeds, it shall comply the Applicable Law, as defined in this Agreement, including without limitation, Section 2.2. below.

**2.2. Applicable Law.** The rules, regulations and official policies governing permitted uses of the Property, density and improvement requirements applicable to development of the Property shall be the ordinances, rules, regulations, and official policies in force and effect on the Effective Date of this Agreement, except as otherwise provided in the Project Approvals or this Agreement (the “**City Regulations**”). The law applicable to the Project during the Term of this Agreement shall be only the following: (a) the City Regulations; (b) the Project Approvals and (c) this Agreement (collectively, the “**Applicable Law**”). If there is a conflict between this Agreement and the City Regulations or Project Approvals, this Agreement shall control. If there is a conflict between the Project Approvals and the City Regulations, the Project Approvals shall control.

### **2.3. Fees, Taxes and Assessments.**

**2.3.1 Development Fees.** During the Term, Developer shall pay only those City-imposed development fees (collectively, “**Development Fees**”) in force and effect as of the Effective Date. The Project has been approved for development as either a single-family market-rate residential community in its entirety or as an age-restricted “active-adult” residential community in its entirety. Developer, in its sole and exclusive discretion shall determine which residential development to pursue. If Developer decides to pursue an age-restricted “active-adult” residential community and if City, in its sole and absolute discretion, has implemented an active adult fee category after completion of a nexus study and adoption of such fees, Developer shall be subject to such fees. Development Fees shall be paid at the rate in effect at the time of building permit issuance.

(a) The Project shall not be subject to any existing or future Development Fees related to affordable housing, public art, Residential Development Allocation Fee(s)/Growth Management Fees, or Habitat Conservation Plan (HCP) fees. The project is

progressing with environmental permitting through the State and Federal Agencies, but the project may at its option participate in an HCP.

(b) Developer has agreed to dedicate right-of-way and complete certain improvements required by the Project Approvals to Hillcrest Avenue, Sand Creek Road and Heidorn Ranch Road as described in the Project Approvals. Therefore, the Project shall not be subject to any existing or future Development Fees relating to local traffic/roadway/circulation/transportation dedication, construction, improvements and/or funding of any kind or any other Development Fees relating to such local traffic/roadway/circulation/transportation dedication, construction, improvements and/or funding of any kind. The project is subject to regional transportation fees (East Contra Costa Regional Fee and Financing Authority) in place at the time of building permit.

(c) Developer has agreed to be financially responsible for half of two public-benefit traffic signal improvements – one at Sand Creek Road at Hillcrest Avenue and the second at Sand Creek Road at Heidorn Ranch Road – neither of which are necessitated by project traffic alone, but are required by the Project Approvals and described in the Project Approvals. The developer will construct these signals and be reimbursed 50% by adjacent development or the City of Brentwood or deposit funds with the City for 50% of the signals as required by the Conditions of Approval. Therefore in consideration of the portion of these two traffic signals, the Project will not be subject to traffic signal fees or eligible for traffic signal reimbursements.

(d) Incentivize Community Benefit Infrastructure Construction, The City and the community have a significant interest in ensuring that the Project proceeds in an orderly fashion as part of the overall improvement of the community. In an effort to incentivize Developer's construction of important infrastructure in the Sand Creek Focus Area, from the date of the issuance of the first building permit for a non-model residential dwelling unit ("**Permit Issuance Date**") until the fifth anniversary of the Permit Issuance Date (5 years), the Development Fees Developer shall pay are the Development Fees in effect on a Citywide basis at the Permit Issuance Date, depending on the residential type of the Project (market rate or active adult). Notwithstanding the foregoing, the City may, at City's sole and exclusive discretion, on an annual basis, and pursuant to any applicable City Municipal Code requirements, increase or decrease (as appropriate) the amount of such Development Fees by a percentage not to exceed the percentage increase or decrease (as appropriate) for the prior calendar year in the Engineering News Record Construction Cost Index for the Region ("**Index-Adjusted Fees**"); however, Developer shall pay that Development Fee that is lower: the then-current City-wide Development Fee otherwise applicable to similar projects or the Index-Adjusted Fees.

**2.3.2 Processing Fees.** For the purposes of this Agreement, "Processing Fees" shall mean processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City for City staff and consultant time and resources spent reviewing and processing Developer's applications for Project Approvals, or for monitoring compliance with and reviewing submittals for any Project Approvals. Developer shall pay all Processing Fees, as such fees and charges are adjusted from time to time. "Processing Fees" shall not mean and include Development Impact Fees or any other fee, tax or assessment. The foregoing notwithstanding, no fees other than Processing Fees shall be due before approval of the final map, unless earlier payment is expressly required by the Project Approvals.

**2.3.3 Taxes and Assessments.** Except as otherwise provided in this Agreement or the Project Approvals, during the Term, Developer shall pay only those City-imposed land-based taxes and assessments in force and effect as of the Effective Date, except for a tax or assessment agreed upon by Developer, a tax or assessment imposed as a result of the implementation of a financing mechanism to fund improvements or services or a Proposition 218 voter approved assessment.

**2.4. Construction and Timing of Improvements.**

**2.4.1** Developer shall construct the improvements required by, and more particularly described in, the conditions of approval contained in *Exhibit B*. Developer shall perform the work in accordance with the standards and specifications established by Applicable Law. To the extent there are no such standards or specifications, the work shall be performed in accordance with industry standards and in good and workmanlike manner, as approved by the City Engineer.

**2.4.2** The Parties acknowledge that the Project may be built in phases different from those set forth in the Preliminary Phasing Plan attached in *Exhibit B*. The timing of certain improvements set forth in the conditions of approval were based on the Preliminary Phasing Plan. If the City Engineer approves changes to the phasing of the Project from that in the Preliminary Phasing Plan in a manner that impacts the timing for the construction of the improvements set forth therein, the City Engineer has the authority to change the timing for those improvements to be consistent with the changes to the phasing. Such changes will automatically be incorporated into the Project Approvals and will not require an amendment to the Project Approvals, including this Agreement.

**2.5. Subdivision and Other Agreements; Multiple Final Maps.** Developer shall execute and perform its obligations as set forth in any Subdivision Improvement Agreements required or permitted by Applicable Law to obtain approval of final maps. Developer may file multiple final maps in accordance with 3.5 below.

**2.6. Design Review.** The Project Approvals include Design Review Guidelines but do not include design review approval, which Developer has yet to obtain. Developer's design review applications and submittals shall be consistent with the Vineyards at Sand Creek Design Review Guidelines approved by the City. The designs shall incorporate a level of quality craftsmanship consistent with projects completed in similar regional markets.

**2.7. Sand Creek Focus Area (SCFA) Sewer Trunk Line Improvements.** Developer shall provide a sewer study and coordinate with the design, rights-of-way and easement needs of the major sewer trunk line through the Property in order to help facilitate the construction of the major sewer trunk line to benefitting properties, as more particularly described in the conditions of approval attached in *Exhibit B* (collectively, "**SCFA Sewer Trunk Line Improvements**"). If desired, the Developer shall create a land-based financing mechanism or participate in another mechanism acceptable to the City that will fairly distribute the cost of formation, design, offsite construction, upsizing and advance funding of the Sewer Trunk Line Improvements amongst the benefitting property owners in and around the Sand Creek Focus Area, as approved by the City Engineer. For property that will benefit from the Sewer Trunk Line Improvements, the City shall require, by imposing a condition of approval, inserting a requirement into a Development

Agreement or otherwise, an obligation on that property (and the property's owner(s)) to reimburse Developer for such other property's (and its owner(s)) proportional share (fair share) of these identified Sewer Trunk Line Improvements at the earlier of the filing of a final map or issuance of a building permit on the affected property. The City shall collect the reimbursement amounts if and when such properties develop, and distribute that amount to Developer on a quarterly basis. City shall assist Developer as needed, including without limitation, taking those actions set forth in Section 2.14 of this Agreement. Upon acceptance by the City, the SCFA Sewer Trunk Line Improvements shall be maintained by City.

**2.8. Parks, Trail Improvements and Landscaped Areas.** Developer shall, at its sole cost and expense, design, construct and dedicate to the City, Parcel G, located south of the future extension of Sand Creek Road, as more particularly described in the conditions of approval attached in *Exhibit B* ("**Parcel G Water Quality & Detention Basin**"). Upon acceptance by the City, the Parcel G Water Quality & Detention Basin shall be owned by the City and maintained by the Lighting and Landscaping District. Developer shall also, at its sole cost and expense, construct the Sand Creek Regional Trail as more particularly described in the conditions of approval attached in *Exhibit B* ("**Trail Improvements**"). Upon acceptance by the City, the Trail Improvements and open space parcel it travels through, shall be maintained by the City or the Lighting and Landscape District. Developer shall, at its sole cost and expense, design and construct park and landscaped areas, as more particularly described in the conditions of approval attached in *Exhibit B*. The parks identified on Parcel A and Parcel D shall also be designed and landscaped by Developer and shall be dedicated to and maintained by the Homeowners Association ("**Parcel A Park**" and "**Parcel D Park**," respectively.) Parcel A Park is 2.13 acres and Parcel D Park is 3.47 acres for a combined total park acreage of 5.6 acres, as required by and in conformance with the Antioch Municipal Code.

**2.9. Homeowners Association.** Developer shall establish a Homeowners Association ("**HOA**") for the Project in conformance with the regulations set forth by the State Bureau of Real Estate.

**2.9.1** Subject to approval by the State, the City Attorney and Community Development Director shall review and approve the HOA's conditions, covenants and restrictions ("**CC&Rs**") for conformance with this Agreement and the Project Approvals prior to the issuance of the first building permit for the Project. In addition, the City Attorney and Community Development Director may suggest modifications to the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, parking, open space, storm water facilities and the prohibition of nuisances. The applicant shall consider all such City-suggested modifications to such CC&Rs, and shall make those modifications that are reasonable and cost-effective.

**2.9.2** The CC&Rs shall include the following provisions and requirements:

(a) The City shall have rights of entry to the Project streets and public spaces.

(b) Any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City.

(c) A homeowner must secure a business license before a home can be rented as required by Municipal Code Section 3-1.217.

(d) The front yards must be adequately maintained.

(e) Any modifications to these requirements must be approved in advance by the City.

**2.9.3** The City shall not have the right of enforcement of the CC&Rs, but the City shall have the right of enforcement of all legal and equitable remedies available to the City, including without limitation the following:

(a) The right to enforce its ordinances and regulations, including without limitation, Antioch Municipal Code Title 4 Chapter 7 (Weed and Rubbish Abatement), Chapter 10 (Abandoned, Wrecked, Dismantled or Inoperative Vehicles), and Chapter 16 (Repair of Vehicles and Boats in Residential Districts); and Antioch Municipal Code Title 5 Chapter 1 (including property/yard maintenance, abatement procedures, and nuisances), Chapter 8 (Public intoxication), and Chapter 20 (Rental Dwelling Unit Maintenance and Inspection Program); and

(b) The right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state or local laws, regulations, permits or approvals.

**2.10. City Services.** City shall provide wastewater collection and police services to the Project (or any and all portions thereof) to the same degree as all other users of such services and facilities in the City.

**2.11. Police Services Funding.**

**2.11.1 Formation or Participation in a Police Services Financing Mechanism.** In order to assist the City in meeting a police force level within a range of 1.2 to 1.5 officers per 1,000 residents as set forth in Performance Standard 3.5.3.1 of the General Plan, at the direction of the City, Developer shall either establish, or participate in (if one has already been established), a land-based financing mechanism in the form of a community facilities district, special tax or other means, as to the Property. The City and Developer shall work cooperatively in forming such a police services financing mechanism. The costs related to forming such financing mechanism, including consultant costs, shall be paid by Developer ("**Formation Costs**"). It is the intent of the City to require other property, as such other property develops, to annex into or become subject to such financing mechanism. For such other property, the City shall require, by imposing a condition of approval, inserting a requirement in a development agreement, or otherwise, an obligation/requirement on such other property (and the property's owner(s)) to reimburse Developer for such other property's (and its owner(s)) proportional share (fair share) of the Formation Costs ("**Formation Cost Reimbursement**"). The City shall require and collect the Formation Cost Reimbursement at the earlier of the filing of the final map or issuance of a building permit for any such other property on behalf of Developer and distribute that collected amount to Developer on a quarterly basis. Developer shall provide the Formation Costs, with supporting documentation, to the City.

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**2.11.2 Financial Obligation of the Developer.** For the Term, the amount of the financial obligation for police services for the Project developed as a single family market rate (non-active adult) residential development (assuming an average of 3.22 persons per dwelling unit) related to police services funding shall not exceed \$445.00 per each Project lot upon which a single-family residential home is constructed, except that commencing one year after the Effective Date of this Agreement, City may increase or decrease, as appropriate, such \$445 maximum pursuant to the Consumer Price Index for the San Francisco Bay Area. However, if the Project is developed as an active adult residential development, then the assumed average occupancy of a dwelling unit shall be 1.8 persons per dwelling unit, and the police services funding shall not exceed \$250 per each Project lot upon which an active adult residential home is constructed, except that commencing one year after the Effective Date of this Agreement, City may increase or decrease, as appropriate, such \$250 maximum owing per active adult residential dwelling pursuant to the Consumer Price Index for the San Francisco Bay Area. The requirements of this Section 2.11.2 shall be waived if the City imposes a special tax or other form of revenue generation on all City residents dedicated specifically for the purpose of funding police services, which shall not include the business license tax approved by voters in 2014 (Measure O) or any additional sales tax or extension of such sales tax.

**2.12. Establishment of Facilities and Infrastructure Financing Mechanisms.**

**2.12.1** Upon Developer's request and in connection with the development of any phase of the Project, City shall consider, in its sole and absolute discretion, establishing a mechanism(s) that is legal and available to the City to aid in financing the construction, maintenance, operation of (or other financeable aspect of) "**Facilities and Infrastructure.**" "Facilities and Infrastructure" as used in this Agreement shall mean and include all onsite facilities and infrastructure and all offsite facilities and infrastructure needed for the Project. These mechanisms may include, without limitation, direct funding of condemnation costs and construction costs, acquisition of improvements, establishing reserve accounts to fund capital improvement program projects, Landscaping and Lighting Districts, Mello-Roos Districts, Community Facilities Districts, Infrastructure Finance Districts, special taxes and/or other similar mechanisms (collectively, "**Facilities Financing Mechanism(s)**"), and issuing any debt in connection therewith ("**Debt**"). Included goals of such Facilities Financing Mechanisms shall be to: ensure that each development project using Facilities and Infrastructure pay its proportional share of the cost of providing such Facilities and Infrastructure to such development project ("**Fair Share Contribution**"), that development projects that advance the construction or funding of the construction of all or a portion of such Facilities and Infrastructure ("**Advancing Projects**") be reimbursed for that costs of that construction or construction funding that is in excess of such Advancing Projects' Fair Share Contribution (collectively, "**Reimbursement Amounts**"), and that any and all Reimbursements Amounts owing to Advancing Projects be collected from those other projects that are not Advancing Projects at the earliest stage possible, but no later than building permit issuance.

**2.12.2** Developer's request that City establish a Facilities Financing Mechanism and issue Debt shall be made to the City Manager in written form, and shall outline the purposes for which the Facilities Financing Mechanism and Debt will be established or issued, the general terms and conditions upon which it will be established or issued and a proposed timeline for its establishment or issuance.

**2.12.3** City's participation in forming any Facilities Financing Mechanisms approved by City (and its operation thereafter) and in issuing any Debt approved by the City will include all of the usual and customary municipal functions associated with such tasks including, without limitation, the formation and administration of special districts, the issuance of Debt, the monitoring and collection of fees, taxes, assessments and charges such as utility charges, the creation and administration of enterprise funds, the enforcement of debt obligations and other functions or duties authorized or mandated by the laws, regulations or customs relating to such tasks.

### **ARTICLE 3 COVENANTS OF THE CITY**

**3.1. Obligations of City Generally.** The City shall act in good faith to accomplish the intent of this Agreement, to protect Developer's vested rights provided by this Agreement, and to ensure this Agreement remains in full force and effect. City shall cooperate with Developer so that Developer receives the benefits of and the rights vested by this Agreement, including prompt and timely action and assistance in (a) forming a Communities Facilities District(s) or other appropriate financing district(s) or mechanisms, and (b) obtaining from other governmental entities necessary or desirable permits or other approvals for the Project. To this end, any part of the Applicable Law that involves the exercise of judgment, discretion and/or action by City Staff, the City Planning Commission and/or the City Council shall require that such exercise of judgment, discretion and/or action be done in a reasonable manner.

**3.2. Eminent Domain.** Developer shall purchase any and all real property interests necessary to allow it to construct the public improvements required by the Project Approvals. In the event that an affected property owner has rejected an offer by Developer, based upon fair market value as determined by an appraisal prepared by a City-approved appraiser in cooperation with City, Developer may request City assistance. Provided that Developer provides adequate funding and enters into an agreement with the City setting forth the terms of City's obligations, in a form approved by City in its reasonable discretion, City shall promptly and timely negotiate and seek the purchase of the necessary property, including the possible consideration of City's use of its power of eminent domain (condemnation) to acquire such real property interests. Developer shall pay all costs associated with such acquisition or condemnation proceedings. Nothing herein is intended to or shall prejudice or commit City regarding any findings and determinations required to be made in connection with adoption of a resolution of necessity.

**3.3. Vested Development Rights.** Through this Agreement and the Applicable Law it describes, Developer has the vested right to develop the Property in accordance with the Applicable Law, which Applicable Law includes this Agreement, the City Regulations and the Project Approvals, with the reservations of authority set forth in Section 3.6 below. Any City ordinance, resolution, minute order, rule, motion, policy, standard, specification, or a practice adopted or enacted by City, its staff or its electorate (through their powers of initiative, referendum, recall or otherwise) that is not part of the Applicable Law and that takes effect on or after the Effective Date is hereby referred to as a "**New City Law(s)**." During the Term, no New City Law(s) shall be applied to the Project and/or Property except as otherwise set forth herein, including without limitation, the New City Laws set forth in Section 3.6 below.

**3.4. Permitted Uses.** The permitted uses of the Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings and other structures, except as such may be limited by any design review approvals yet to be obtained; and provisions for reservation or dedication of land for public purposes and other terms and conditions applicable to the Project/Property shall be those set forth in the Project Approvals, which City confirms and vests by this Agreement. As Subsequent Approvals are adopted and therefore become part of the Applicable Law, the Subsequent Approvals will refine the permitted uses, density and/or intensity of use, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to the Project/Property. City shall not require Developer to reserve or dedicate land for public purposes except as expressly required by the Applicable Law, including without limitation, the Project Approvals.

**3.5. Subdivision and Other Agreements.** The City shall not require Developer to enter into any subdivision or other agreement that is inconsistent with the Applicable Law or that requires more work than is required by the Applicable Law, provided however that the Parties agree and understand that Developer will be required to enter into subdivision improvement agreements as set forth in this Agreement. The City shall allow Developer to file multiple final maps, if Developer desires, in accordance with the Subdivision Map Act, as amended from time to time.

**3.6. City's Reservations of Authority.** Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property:

**3.6.1** New City Laws regarding Processing Fees, provided such Processing Fees are adopted pursuant to controlling law and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

**3.6.2** New City Laws relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

**3.6.3** New City Laws governing construction standards and specifications, including (a) City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, (b) all uniform construction codes applicable in City at the time of building permit issuance, and (c) design and construction standards for road and storm drain facilities; provided any such regulation has been adopted and uniformly applied by City on a citywide basis and has not been adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

**3.6.4** New City Laws that may be in conflict with this Agreement or the Project Approvals but that are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, why there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition. Changes in laws,



regulations, plans or policies that are specifically mandated and required by changes in state or federal laws or regulations that require such to apply to the Project.

**3.6.5** Notwithstanding anything to the contrary provided herein, as provided in the Statute at Section 65869.5: “In the event that state or federal law or regulations, enacted after [this Agreement] has been entered into, prevent or preclude compliance with one or more provisions of [this Agreement], such provisions of [this Agreement] shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.”

**3.6.6** Notwithstanding anything to the contrary provided herein, Developer shall have the right to challenge in court any New City Laws that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement, including without limitation any of the items listed in this Section 3.6 (subsections 3.6.1 through 3.6.6).

## **ARTICLE 4 AMENDMENT**

**4.1. Amendment to Approvals.** To the extent permitted by state and federal law, any Project Approval (hereafter in the ARTICLE 4, an “**Approval**”) may, from time to time, be amended or modified in the following manner:

**4.1.1 Administrative Project Amendments.** Upon the written request of Developer for an amendment or modification to an Approval, the Director of Community Development, or his/her designee (collectively “**Authorized Official**”) shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project Approvals as a whole; and (ii) whether the requested amendment or modification is substantially consistent with Applicable Law. If the Authorized Official finds that the proposed amendment or modification is minor, substantially consistent with Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an “**Administrative Project Amendment**” and the Authorized Official may, except to the extent otherwise required by law, approve the Administrative Project Amendment, following consultation with other relevant City staff, without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, non-substantial reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the design and location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project Approvals, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

**4.1.2 Non-Administrative Amendments.** Any request of Developer for an amendment or modification to an Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

**4.1.3 Amendment Exemptions.** Amendment of an Approval requested by Developer shall not require an amendment to this Agreement. Instead, the amendment automatically shall be deemed to be incorporated into the Project Approvals and vested under this Agreement.

**4.2. Amendment of This Agreement.** This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

**4.2.1 Administrative Amendments.** The City Manager and City Attorney are authorized on behalf of the City to enter into any amendments to this Agreement other than amendments which substantially affect (i) the term of this Agreement (excluding extensions of time for performance of a particular act), (ii) permitted uses of the Property, (iii) provisions for the reservation or dedication of land, (iv) the density or intensity of use of the Property or the maximum height or size of proposed buildings, or (v) monetary payments by Developer. Such amendments (“**Administrative Agreement Amendment**”) shall, except to the extent otherwise required by law, become effective without notice or public hearing.

**4.2.2 Non-Administrative Amendments.** Any request of Developer for an amendment or modification to this Agreement which is determined not to be an Administrative Agreement Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

**4.2.3 Subsequent Approvals.** No amendment of this Agreement shall be required in connection with the issuance/approval of any Subsequent Approval Developer seeks and secures or any New City Laws that Developer elects to be subject to (in Developer’s sole and exclusive discretion) (“**New City Regulation**”). Any such Subsequent Approval or New City Regulation shall be vested into by Developer and City when it becomes effective under controlling law. City shall not amend or issue any Subsequent Approval unless Developer requests such an amendment or issuance from City.

## ARTICLE 5 ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

**5.1. Assignment of Interests, Rights and Obligations.** Nothing in this Agreement shall limit the right of Developer to freely alienate, transfer or assign (“**Assign**” or “**Assignment**”) all or any portion of the Property, except that Developer may only Assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto, subject to both of the following:

**5.1.1** The requirements of this ARTICLE 5; and

**5.1.2** To a third party who acquires an interest or estate in Developer and/or the Property or any portion thereof including, without limitation, a third party who is a purchaser or ground lessee of lots, parcels or improvements (an “**Assignee**”).

**5.2. Assignment Agreements.**

**5.2.1 Written Assignment Agreement.** In connection with an Assignment by Developer (other than an Assignment by Developer to an Affiliated Party (as defined below), to a Mortgagee (as defined below in 5.4) or to a Home Purchaser (as defined below in 5.3)), Developer and the Assignee shall enter into a written agreement (an “**Assignment Agreement**”), with City’s consent in writing to such Assignment, which consent shall not be unreasonably withheld, regarding the respective interests, rights, benefits, burdens and obligations (collectively, “benefits and burdens”) of Developer and the Assignee in and under this Agreement and the Project Approvals. Such Assignment Agreement shall (i) set forth the benefits and burdens of this Agreement and/or the Project Approvals that are being assigned to Assignee, (ii) transfer to the Assignee the benefits and burdens of this Agreement and/or the Project Approvals that are being assigned, and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the Assignment. Developer shall notify the City in writing that Developer plans to execute a Assignment Agreement at least 30 days in advance of the proposed execution date of the Assignment Agreement, and Developer shall provide City with such information as may be required by City to demonstrate the Assignee’s qualifications (including financial ability) to the Assignment. City shall have 30 days from the date of receipt of such notice from Developer to review the information and to provide City’s determination to Developer regarding City’s consent to the Assignment. City may withhold its consent to the Assignment if the City reasonably determines that the Assignee, or an entity with similar or related ownership or control as Assignee, lacks the financial ability to assume the obligations involved with the Assignment or the Assignment Agreement does not adequately address the division of the obligations and requirements of this Agreement. If City consents to the Assignment, Developer shall be released from its benefits and burdens as set forth in the Assignment Agreement. If City does not consent to the Assignment, City shall provide its reasons in writing and shall meet with Developer in good faith to determine what additional information may be necessary for City to provide its consent. An “**Affiliated Party**” is defined as any corporation, limited liability company, partnership or other entity which is controlling of, controlled by, or under common control with Developer, and “**control**,” for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

**5.2.2 Binding.** Upon City approval of, execution and recordation in the Official Records of Contra Costa County of an Assignment Agreement, and a “**Memorandum of Assignment**” (in a form substantially similar to the Memorandum of Assignment set forth in *Exhibit D* to this Agreement), the Assignment Agreement shall be binding on Developer, the City and the Assignee, and shall release Developer from those benefits and burdens of this Agreement and the Project Approvals expressly assigned and transferred in the Assignment Agreement.

**5.3. Home Purchaser.** The burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither an Assignment Agreement nor the City’s consent shall be required in connection with, any single-family residence conveyed to a purchaser or leased to a lessee for a period in excess of one year. The purchaser or lessee in such a transaction and its successors (“**Home Purchaser**”) shall be deemed to have no obligations under this Agreement.

**5.4. Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording of this Agreement,

including the lien of any deed of trust or mortgage (“**Mortgage**”). The foregoing notwithstanding, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to the City’s remedies to terminate the rights of Developer and its successors and assigns under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee (“**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 Mortgagee Not Obligated.** The provisions of 5.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

**5.4.2 Notice of Default to Mortgagee.** If the City receives a written notice from a Mortgagee or from Developer requesting a copy of any notice of default given Developer and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee’s cost, concurrently with delivery to Developer, any notice with respect to any claim by the City that Developer committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City’s notice. The City Manager is authorized on behalf of the City to grant to the Mortgagee an extension of time to cure or remedy, not to exceed an additional 60 days.

**ARTICLE 6**  
**COOPERATION IN THE EVENT OF LEGAL CHALLENGE; INDEMNITY**

**6.1. Indemnity.** Developer shall defend, indemnify, and hold harmless the City from any legal action brought by any third party concerning: (i) the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Agreement; (ii) the procedures utilized in or the sufficiency of the environmental review associated with this Agreement; and (iii) the implementation of this Agreement through such further actions, measures, procedures, and approvals as are necessary to satisfy the Agreement’s requirements. Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not unreasonably be withheld. Developer shall be exclusively responsible for paying all costs, damages, attorney fees, and other court-ordered compensation awarded to any third party (whether awarded against the City, Developer, or any other party) in any legal action in which its Developer’ duties to defend, indemnify, and hold the City harmless arise under this Section. City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of any such action.

**6.2. Limitations on Indemnity.** The parties expressly recognize that the obligations stated in this Article do not require or contemplate that Developer shall indemnify or hold harmless or be responsible for any error, omission, tortious act, intentional act, negligent act, or default of, or any injury caused by, any homeowners association or any City department or dependent special

district that is formed by, or that receives funding, as a result of any term or condition of this Agreement.

**ARTICLE 7**  
**DEFAULT; TERMINATION; ANNUAL REVIEW**

**7.1. Default.**

**7.1.1 Remedies In General; No Damages.** City and Developer agree that, as part of the bargained for consideration of this Agreement, in the event of default by either Party, the only remedy shall be declaratory relief or specific performance of this Agreement. In no event shall either Party, or any of their officers, agents, representatives, officials, employees or insurers, be liable to the other Party for damages, whether actual, consequential, punitive or special, for any breach or violation of this Agreement. The Parties agree that any action or proceeding to cure, correct or remedy any default or to enforce any covenant or promise under this Agreement shall be limited solely and exclusively to the remedies expressly provided. Following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 8 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. As noted above, in no event shall either Party be liable for any damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

**7.1.2 Cure Period.** Subject to extensions of time by mutual consent in writing of the Parties, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a default. In the event of any alleged default of any term, condition, or obligation of this Agreement, the Party alleging such default shall give the defaulting Party notice in writing specifying the nature of the alleged default and the manner in which such default may be satisfactorily cured (“**Notice of Breach**”). The defaulting Party shall cure the default within 30 days following receipt of the Notice of Breach, provided, however, if the nature of the alleged default is non-monetary and such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available.

**7.1.3 Procedure for Default by Developer.** If Developer is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in ARTICLE 8 below, City may institute legal proceedings against Developer pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Developer pursuant to California Government Code Section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code Sections 65865, 65867 and 65868 by the City Council within

60 calendar days following the date of delivery of such notice (the “**Default Hearing**”). Developer shall have the right to offer written and oral testimony prior to or at the time of said public hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Developer by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Developer files an action to challenge City’s termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City’s termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section shall not be interpreted to constitute a waiver of section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

**7.1.4 Procedure for Default by City.** If the City is alleged by Developer to be in default under this Agreement, then after notice and expiration of the cure period and completion of the dispute resolution procedures below, Developer may enforce the terms of this Agreement by an action at law or in equity, subject to the limitations set forth above.

**7.2. Excusable Delay; Extension of Time of Performance.** In addition to specific provisions of this Agreement, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, or a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, enactment or imposition against the Project of any moratorium, or any time period for legal challenge of such moratorium by Developer, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals, Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than the City necessary for the development of the Project pursuant to this Agreement, or Developer’s inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Developer. Upon the request of either Party, an extension of time for the performance of any obligation whose performance has been so prevented or delayed shall be memorialized in writing. The City Manager is authorized on behalf of the City to enter into such an extension. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon.

**7.3. Annual Review.** Throughout the term of this Agreement, at least once every 12 months, Developer shall provide City with a written report in demonstrating Developer’s good-faith compliance with the terms and conditions of this Agreement (the “**Written Report**”). City’s City Manager and City Attorney shall review the Written Report to determine whether Developer is in good-faith compliance with the terms of the Agreement and, if they have concerns about Developer’s compliance, shall schedule a review before the City Council (the “**Periodic Review**”). At least 10 days prior to the Periodic Review, the City shall provide to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review (and, to the extent practical, related exhibits) concerning Developer’s performance. Developer shall be permitted an opportunity to respond to the City’s evaluation of Developer’s performance, either orally at a public hearing or in a written statement, at Developer’s election. If before the public hearing, such response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of

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substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Developer has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within two months, or (b) notify Developer in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Developer has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

**7.4. Notice of Compliance.** Within 30 days following any written request which Developer or a Mortgagee may make from time to time, the City shall execute and deliver to the requesting party (or to any other party identified by the requesting party) a written "**Notice of Compliance**", in recordable form, duly executed and acknowledged by the City, that certifies: (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of the modifications; (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any default; and (c) any other information reasonably requested by Developer or the Mortgagee. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the City that this Agreement is in full force and effect without modification except as may be represented by Developer and that there are no uncured defaults in the performance of Developer, except as may be represented by Developer. Developer shall have the right, in its sole discretion, to record the Notice of Compliance.

## **ARTICLE 8 DISPUTE RESOLUTION**

**8.1. Dispute; Confidentiality.** Any controversy or dispute arising out of or related to this Agreement, or the development of the Project (a "**Dispute**"), shall be subject to private negotiation among the Parties, and if then not resolved shall be subject to non-binding mediation followed by litigation, if necessary, as set forth below. Each Party agrees that any Dispute, and all matters concerning any Dispute, will be considered confidential and will not be disclosed to any third-party except (a) disclosures to a Party's attorneys, accountants, and other consultants who assist the Party in the resolution of the Dispute, (b) as provided below with respect to the mediation, and (c) as otherwise required by law, including without limitation, the California Public Records Act or the City's Municipal Code.

**8.2. Private Negotiation.** If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within 30 days from a written request for a negotiation, then the Dispute shall be submitted to mediation pursuant to 8.3.

**8.3. Mediation.** Within 15 days following the written request to negotiate, either Party may initiate non-binding mediation (the "**Mediation**"), conducted by JAMS/Endispute, Inc. ("**JAMS**") or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if the Parties cannot agree within 15 days after the Mediation

notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 15 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator's fees and expenses, but each Party shall pay its own attorneys' and expert witness fees and any other associated costs.

**8.4. Injunction.** Nothing in this ARTICLE 8 shall limit a Party's right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

## **ARTICLE 9 MISCELLANEOUS**

**9.1. Defined Terms; Citations.** The capitalized terms used in this Agreement, unless the context obviously indicates otherwise, shall have the meaning given them in this Agreement. Except as otherwise expressly stated, all citations are to the Government Code of the State of California.

**9.2. Enforceability.** As provided in Section 65865.4, this Agreement shall be enforceable by either Party notwithstanding any change enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or resolution or other rule, regulation or policy adopted by the City that changes, alters or amends the ordinances, rules, regulations and policies included in the Applicable Law, except as this Agreement may be amended or canceled pursuant to Section 65868 or modified or suspended pursuant to Section 65869.5.

**9.3. Other Necessary Acts.** Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals or this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

**9.4. Construction.** Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to this Agreement or the Project Approval, as it may be amended from time to time. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

**9.5. Covenants Running with the Land.** Subject to the Assignment provisions in ARTICLE 5, all of the provisions contained in this Agreement shall be binding upon and benefit the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of, or interest in, the Property, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property and



is for the benefit of and binding upon the owner, Developer, and each successive owner of all or a portion of the Property, during its ownership of such property.

**9.6. Attorneys' Fees.** If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post-judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party which is determined in the proceeding to have prevailed or which prevails by dismissal, default or otherwise.

**9.7. No Agency, Joint Venture or Partnership.** The City and Developer disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Developer. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as creating any relationship other than a contractual relationship between the City and Developer.

**9.8. No Third Party Beneficiary.** This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns subject to the express provisions relating to successors and assigns, and no other party other than a Mortgagee will have any rights, interest or claims or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

**9.9. Notices.** All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes: (A) upon receipt on any City business day before 5:00 PM local time and on the next City business day if received after 5:00 PM or on other than a City business day, including without limitation, in the case of (i) personal delivery, or (ii) delivery by messenger, express or air courier or similar courier, or (B) five days after being duly mailed certified mail, return receipt requested, postage prepaid, all addressed as follows:

If to City:	City of Antioch Attention: City Manager 200 H Street Antioch, CA 94509 Telephone: (925) 779-7011 Facsimile: (925) 779-7003
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With a mandatory copy to:	City Attorney City of Antioch 200 H Street Antioch, CA 94509 Telephone: (925) 779-7015 Facsimile: (925) 779-7003
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If to Developer:	GBN Partners, LLC
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Attention: Matthew D. Beinke  
3820 Blackhawk Road  
Danville, CA 94506  
Telephone: (925) 736-1571  
Facsimile: (925) 736-0309

With a mandatory  
copy to:

Nossaman LLP  
Attention: Michael Patrick Durkee  
50 California Street, 34<sup>th</sup> Floor  
San Francisco, CA 94111  
Telephone: (415) 398-3600  
Facsimile: (415) 398-2438

In this Agreement “City business days” means days that the Antioch City Hall is open for business and does not currently include Saturdays, Sundays, and federal and state legal holidays. Either Party may change its address by written notice to the other on five business days’ prior notice in the manner set forth above. Receipt of communication by facsimile shall be sufficiently evidenced by a machine-generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving Party shall promptly notify the transmitting Party of any transmission problem and the transmitting Party shall promptly resend any affected pages.

**9.10. Entire Agreement and Exhibits.** This Agreement constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter of this Agreement. No oral statements or prior written matter not specifically incorporated in this Agreement shall be of any force and effect. No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Developer. The following exhibits are attached to this Agreement and incorporated for all purposes:

- Exhibit A* Property Description.
- Exhibit B* Existing Approvals.
- Exhibit C* Ordinance Approving Agreement.
- Exhibit D* Memorandum of Assignment.

**9.11. Counterparts.** This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

**9.12. Recordation of Development Agreement.** Pursuant to Section 65868.5, no later than ten days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Contra Costa.

This Agreement has been entered into by and between Developer and the City as of the Effective Date.

**CITY:**

**City of Antioch**, a municipal corporation

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

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
City Attorney

ATTEST:

By:

\_\_\_\_\_  
City Clerk

**DEVELOPER:**

**GBN Partners, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Matthew D. Beinke, Partner

APPROVED AS TO FORM:  
Nossaman LLP

By:

\_\_\_\_\_  
Attorneys for Developer

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*Exhibit A*

**Property Description.**

**LEGAL  
DESCRIPTION  
GINOCHIO PROPERTY (PARCEL ONE 2014-  
0150641) ANTIOCH, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED AND SHOWN IN THAT CERTAIN DOCUMENT ENTITLED "PW 443-03-14 LOT LINE ADJUSTMENT", RECORDED SEPTEMBER 5, 2014, INSTRUMENT NO. 2014-0150641, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL C, AS SAID PARCEL C IS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 5, 2002, IN INSTRUMENT NO. 2002-0312734 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE CONTRA COSTA COUNTY.

**EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCEL OF LAND:**

COMMENCING AT THE NORTHEASTERN CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID SOUTHEAST QUARTER, NORTH 89°22'08" WEST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 89°22'08" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 1,562.40 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL C, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHERN LINE OF PARCEL C, NORTH 14°36'23" WEST 100.92 FEET;

THENCE, NORTH 58°51'12" WEST 887.40

FEET; THENCE, NORTH 89°23'27" WEST 91.74

FEET;

THENCE, SOUTH 75°29'23" WEST 158.77 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL C;

THENCE, ALONG SAID WESTERN LINE, SOUTH 00°58'52" WEST 506.47 FEET

TO THE SOUTHWESTERN CORNER OF SAID PARCEL C;

THENCE, ALONG SAID WESTERN LINE, SOUTH 00°58'52" WEST 506.47 FEET TO THE SOUTHWESTERN CORNER OF SAID PARCEL C;

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**LEGAL DESCRIPTION**

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AUGUST 14, 2015  
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THENCE, FROM SAID SOUTHWESTERN CORNER, ALONG SAID SOUTHERN LINE OF PARCEL C, SOUTH 89°22'08" EAST 1,039.10 FEET TO SAID POINT OF BEGINNING.

**TOGETHER THEREWITH, THE FOLLOWING DESCRIBED PARCEL OF LAND:**

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF SAID SOUTHEAST QUARTER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF

SAID

SOUTHEAST QUARTER, NORTH 89°22'08" WEST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 89°22'08" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 1,562.40 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 14°36'23" EAST 281.45

FEET; THENCE, SOUTH 61°13'41" EAST 51.04 FEET;

THENCE, NORTH 57°49'21" EAST 516.24

FEET; THENCE, SOUTH 89°22'08" EAST

324.45 FEET;

THENCE, SOUTH 59°24'33" EAST 788.29 FEET TO A POINT ON THE EASTERN LINE OF SAID SOUTHEAST QUARTER;

THENCE, ALONG SAID EASTERN LINE, NORTH 00°55'42" EAST 409.59 FEET TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

**END OF  
DESCRIPTION**

SABRINA KYLE PACK, P.L.S.  
L.S. NO.  
8164

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AUGUST 14, 2015  
JOB NO.: 514-072

**LEGAL  
DESCRIPTION  
20' WIDE SANITARY SEWER EASEMENT GINOCHIO  
PROPERTY (PARCEL ONE 2014-0150641)  
ANTIOCH, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED AND SHOWN IN THAT CERTAIN DOCUMENT ENTITLED "PW 443-03-14 LOT LINE ADJUSTMENT", RECORDED SEPTEMBER 5, 2014, INSTRUMENT NO. 2014-0150641, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND TWENTY (20.00) FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE OF SECTION 9, SAID POINT BEING THE NORTHEASTERN CORNER OF SAID PARCEL ONE (2014-0150641);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL ONE (2014-0150641), NORTH 89°56'08" WEST 14.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERN LINE, ALONG A LINE PARALLEL WITH AND FOURTEEN (14.00) FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERN LINE OF SAID PARCEL ONE, SAID LINE ALSO BEING THE EASTERN LINE OF SAID SECTION 9, SOUTH 00°52'52" WEST 1,003.69 FEET;

THENCE, LEAVING SAID PARALLEL LINE, NORTH 89°00'28" WEST 1,073.72 FEET;

THENCE, SOUTH 00°59'32" WEST 164.23

FEET; THENCE, NORTH 89°00'28" WEST

387.00 FEET; THENCE, NORTH 00°59'32"

EAST 164.23 FEET;

**LEGAL DESCRIPTION**

PAGE 2 OF 2

AUGUST 14, 2015  
JOB NO.: 514-072

THENCE, NORTH 89°00'28" WEST 1,124.27 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL ONE (2014-0150641), SAID LINE ALSO BEING THE WESTERN LINE OF THE NORTHEAST QUARTER OF SECTION 9, SAID POINT ALSO BEING THE POINT OF TERMINUS FOR THIS DESCRIPTION.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE ON SAID NORTHERN LINE AND SAID WESTERN LINE OF PARCEL ONE (2014-0150641).

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

**END OF DESCRIPTION**

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SABRINA KYLE PACK, P.L.S.  
L.S. NO. 8164

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***Exhibit B***  
**Existing Approvals.**

1. Resolution No. \_\_\_ certifying the Environmental Impact Report for the Vineyards at Sand Creek Project, adopting Findings of Fact, and adopting a Mitigation Monitoring and Reporting Program.
2. Resolution No. \_\_\_ approving a General Plan Amendment of the project site from Business Park, Public/Quasi-Public, and Open Space/Senior Housing designations to Medium Low Density Residential and Open Space as well as amendment to the text of the Sand Creek Focus Area of the General Plan (GP-14-01).
3. Ordinance No. \_\_\_ approving a Development Agreement between the City of Antioch and GBN Partners, LLC.
4. Ordinance No. \_\_\_ approving a Rezone of the project site to Planned Development, approving a Master Development Plan, Final Development Plan, and Planned Development and Design Standards (PD-14-03).
5. Resolution No. \_\_\_ approving a Vesting Tentative Map/Final Development Plan and Resource Management Plan consisting of 641 units (Subdivision 9390).

*Exhibit C*

**Ordinance approving this Agreement.**

*Exhibit D*

NO FEE DOCUMENT per Government Code § 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Antioch  
200 H Street  
Antioch, CA 94509  
Attention: City Manager and City Attorney

**Memorandum of Assignment**

This "**Memorandum of Assignment**" (the "**Agreement**") relates to that Development Agreement by and between the City of Antioch and GBN Partners, LLP, dated \_\_\_\_\_, 2016, ("Development Agreement") and the recording and use of the Agreement on that certain below-described real property ("Subject Property"). This Agreement is entered into by GBN Partners, LLC, a Delaware limited liability company ("Developer") and \_\_\_\_\_ [owner of Subject Property] ("Assignee"), which Developer and Assignee likewise entered into a "Assignment Agreement" pursuant to Section \_\_\_\_\_ of the Agreement.

The Subject Property is more particularly described in *Exhibit* \_\_\_\_\_, attached hereto and incorporated herein by this reference as if set forth in full.

The Subject Property is burdened and benefitted by and otherwise bound and subject to each and every term and condition of the Development Agreement, as more specifically described in this Agreement and the Assignment Agreement, and Developer is released and therefore no longer burdened and benefitted by and otherwise bound and subject to each and every term and condition of the Agreement as relates to the Subject Property.

[Parties to delineate how all obligations, such as parks, roads, etc. are being distributed amongst the Developer and Assignee]

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# ATTACHMENT "B"

ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE THE APPROXIMATELY 141 ACRE VINEYARDS AT SAND CREEK PROJECT SITE (APNs 057-030-003, 057-030-007), FROM STUDY ZONE (S) TO PLANNED DEVELOPMENT DISTRICT (PD)

The City Council of the City of Antioch does ordain as follows:

### SECTION 1:

The City Council determined on February 9, 2016, that, pursuant to Section 15074 of the Guidelines of the California Environmental Quality Act, and after full consideration of the Environmental Impact Report and Mitigation Monitoring and Reporting Program prepared for project, and on the basis of the whole record before it, the Environmental Impact Report for the Promenade/Vineyards at Sand Creek project should be certified.

### SECTION 2:

At its regular meeting of January 6, 2016, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Study Zone (S) to Planned Development District (PD-14-03) for the Vineyards at Sand Creek Project.

### SECTION 3:

The real property described in Exhibit A, attached hereto, is hereby rezoned from Study Zone (S) to Planned Development District (PD-14-03) for the Vineyards at Sand Creek Project, and the zoning map is hereby amended accordingly.

### SECTION 4:

The development standards, as defined below, for the subject property (APNs 057-030-003, 057-030-007), known as The Vineyards at Sand Creek Project, are herein incorporated into this ordinance, and are binding upon said property.

**Development Standards for the Proposed Promenade/Vineyards at Sand Creek  
Planned Development District (PD-14-03)**

<b>Development Standards for the Proposed Vineyards at Sand Creek Planned Development District</b>	<b>Proposed PD Zoning Standards for Single-Family Residential (SF)</b>	<b>Proposed PD Zoning Standards for Active Adult Residential (AA)</b>
Maximum Density	<u>All Lot Types:</u> 4.6 dwelling units per gross acre (5.5 dwelling units per net developable acre)	<u>All Lot Types:</u> 4.6 dwelling units per gross acre (5.5 dwelling units per net developable acre)
Maximum Number of Units	<u>All Lot Types:</u> 641 Single Family Residences	<u>All Lot Types:</u> 641 Active Adult Residences
Minimum Lot Size	<u>Lot Type A:</u> 45'x80', average Lot Size 4,200 SF  <u>Lot Type B:</u> 50'x80', average Lot Size 4,630 SF  <u>Lot Type C:</u> 50'x90', average Lot Size 5,160 SF	<u>Lot Type A:</u> 45'x80', average Lot Size 4,200 SF  <u>Lot Type B:</u> 50'x80', average Lot Size 4,630 SF  <u>Lot Type C:</u> 50'x90', average Lot Size 5,160 SF
Minimum Lot Width	<u>Lot Type A:</u> All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way.  <u>Lot Type B and C:</u> All lots shall have a minimum width of 50 feet at a distance of 20-feet from the right of way.	<u>Lot Type A:</u> All lots shall have a minimum width of 45 feet at a distance of 20 feet from the right-of-way.  <u>Lot Type B and C:</u> All lots shall have a minimum width of 50 feet at a distance of 20-feet from the right of way.
Minimum Front Yard Setbacks	<u>All Lot Types:</u> 10 foot minimum to porch front, 12 foot minimum to living space, (reserved for landscaping only, excluding driveways).	<u>All Lot Types:</u> 10 foot minimum to porch front, 12 foot minimum to living space, (reserved for landscaping only, excluding driveways).
<b>Minimum Side Yard Setbacks</b>	<u>Lot Type A Interior lot:</u> 4 foot minimum.  <u>Lot Type A Corner lot:</u> 4 foot interior/9 foot street-side.  <u>Lot Type B and C Interior lot:</u> 5 foot.  <u>Lot Type B and C Corner lot:</u>	<u>Lot Type A Interior lot:</u> 4 foot minimum.  <u>Lot Type A Interior 'Active Adult' Duet lot:</u> 0 foot minimum (duet) one side and 4 foot minimum alternate side.  <u>Lot Type A Corner lot:</u> 4 foot interior/9 foot street-side.

Development Standards for the Proposed Vineyards at Sand Creek Planned Development District	Proposed PD Zoning Standards for Single-Family Residential (SF)	Proposed PD Zoning Standards for Active Adult Residential (AA)
	<p>5 foot interior/10 foot street-side.</p> <p>Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Municipal Code Section 9-5.801.</p>	<p><u>Lot Type A Corner 'Active Adult' Duet lot:</u> 0 foot minimum interior/9 foot streetside.</p> <p><u>Lot Type B and C Interior lot:</u> 5 foot.</p> <p><u>Lot Type B and C Interior 'Active Adult' Duet lot:</u> 0 foot minimum one side and 5 foot minimum alternate side.</p> <p><u>Lot Type B and C Corner lot:</u> 5 foot interior/10 foot street-side.</p> <p><u>Lot Type B and C Corner 'Active Adult' Duet lot:</u> 0 foot minimum interior/10 foot streetside.</p> <p>Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Municipal Code Section 9-5.801.</p>
<b>Minimum Rear Yard Setbacks</b>	<p><u>Lot Type A, B, and C:</u> 10 foot minimum/12 foot average.</p> <p><u>Additionally, Lot Type C with lots deeper than 95 feet:</u> 15 foot minimum/18 foot average.</p>	<p><u>All Lot Types:</u> 10 foot minimum/12 foot average.</p> <p><u>Lot Type C with lots deeper than 95 feet:</u> 15 foot minimum/18 foot average.</p>
<b>Accessory Structure Setbacks</b>	<p><u>All Lot Types:</u> Interior lot: side yard and rear yard setback is zero feet.</p> <p><u>All Lot Types:</u> Corner lot: street side yard is 10 feet and rear /interior side yard is zero feet.</p>	<p><u>All Lot Types:</u> Interior lot: side yard and rear yard setback is zero feet.</p> <p><u>All Lot Types:</u> Corner lot: street side yard is 10 feet and rear /interior side yard is zero feet.</p>
<b>Covered Patio</b>	<u>All Lot Types:</u> Covered Patio/"California Room": A	<u>All Lot Types:</u> Covered Patio/"California Room": A

<b>Development Standards for the Proposed Vineyards at Sand Creek Planned Development District</b>	<b>Proposed PD Zoning Standards for Single-Family Residential (SF)</b>	<b>Proposed PD Zoning Standards for Active Adult Residential (AA)</b>
	<p>covered area, attached or detached to the main structure, without walls on two or more sides.</p> <p><u>Covered Patio setbacks:</u> 3' minimum to rear and side yard. The wall-less sides of Covered Patios at the rear elevation can encroach further than architectural popouts. A California Room with a solid covered roof (not trellis) is limited to cover no more than 33% of the required rear yard.</p>	<p>covered area, attached or detached to the main structure, without walls on two or more sides.</p> <p><u>Covered Patio setbacks:</u> 3' minimum to rear and side yard. The wall-less side of Covered Patios at the rear elevation can encroach further than architectural popouts. A California Room with a solid covered roof (not trellis) is limited to no more than 33% of the required rear yard.</p>
<b>Maximum Building Height</b>	<p><u>All Lot Types:</u> 35 feet for single-story profile and two-story structures.</p> <p><u>All Lot Types:</u> 25 feet for one-story structures.</p>	<p><u>All Lot Types:</u> 35 feet for single-story profile and two-story structures.</p> <p><u>All Lot Types:</u> 25 feet for one-story structures.</p>
<b>Maximum Lot Coverage (gross first floor living plus garage area divided by the lot area and does not include Covered Patios/porches)</b>	<p><u>Lot Type A and B:</u> 60% for single-story homes and 54% for two-story homes. No single-story homes required.</p> <p><u>Lot Type C:</u> 60% for single-story or single-story profile homes and 54% for two-story homes. No single-story homes required.</p>	<p><u>Lot Type A and B:</u> 60% for single-story; 54% for two-story and single-story profile homes. No two-story homes required.</p> <p><u>Lot Type C:</u> 63% for single story homes. 54% for two-story and single-story profile homes. No two-story homes required.</p> <p>If developed as an Active Adult community, all homes are expected to be single-story – either detached or as duets, based upon market preferences. No two-story homes shall be required in an Active Adult community.</p>

Development Standards for the Proposed Vineyards at Sand Creek Planned Development District	Proposed PD Zoning Standards for Single-Family Residential (SF)	Proposed PD Zoning Standards for Active Adult Residential (AA)
<b>Parking and Driveways</b>	<p><u>All Lot Types:</u> 20-foot minimum setback to garage door for lots with sidewalk along frontage. 18-foot minimum setback to garage door for lots without sidewalk along frontage  Garage provides at least two off-street parking spaces. One on-street parking space must be provided in front of, or for corner lots the parking space may be on the street side yard of - each house (at least 20 feet of curb with exceptions for cul-de-sacs).</p>	<p><u>All Lot Types:</u> 20-foot minimum setback to garage door for lots with sidewalk along frontage. 18-foot minimum setback to garage door for lots without sidewalk along frontage  Garage provides at least two off-street parking spaces. One on-street parking space must be provided in front of, or for corner lots the parking space may be on the street side yard of - each house (at least 20 feet of curb with exceptions for cul-de-sacs).</p>
<b>Driveway Width</b>	<p><u>Lot Type A:</u> Driveway width not to exceed 45% of lot frontage.</p> <p><u>Lot Type B and C:</u> Driveway width not to exceed 40% of lot frontage.</p>	<p><u>Lot Type A:</u> Driveway width not to exceed 45% of lot frontage.</p> <p><u>Lot Type B and C:</u> Driveway width not to exceed 40% of lot frontage.</p>
<b>Landscape Requirements</b>	<p>The landscaped setbacks from arterial streets (Hillcrest Avenue, Heidorn Ranch Road and Sand Creek Road) shall be as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.</p>	<p>The landscaped setbacks from arterial streets (Hillcrest Avenue, Heidorn Ranch Road and Sand Creek Road) shall be as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.</p>
<b>Private Pool Club and Park</b>	<p>A private Pool Club and Parks shall be allowed within in the Vineyards at Sand Creek project.</p>	<p>A private Pool Club and Parks shall be allowed within in the Vineyards at Sand Creek project. If developed as an Active Adult Community, Parcel A Park and Parcel D Park may be adjusted to reflect the Active Adult programming. In no case shall this adjustment result in less park acreage in the gated community.</p>



<b>Development Standards for the Proposed Vineyards at Sand Creek Planned Development District</b>	<b>Proposed PD Zoning Standards for Single-Family Residential (SF)</b>	<b>Proposed PD Zoning Standards for Active Adult Residential (AA)</b>
<b>Model Home Complexes</b>	One or more model home complexes that showcase the different lot sizes and products shall be allowed within the Vineyards at Sand Creek project.	One or more model home complexes that showcase the different lot sizes and products shall be allowed within the Vineyards at Sand Creek project.
<b>RV Parking</b>	The project shall not be required to provide onsite or offsite RV Parking. This exclusion shall be included in the community's CC&R's.	The project shall not be required to provide onsite or offsite RV Parking. This exclusion shall be included in the community's CC&R's.
<b>Private Curbs</b>	VSC Private Streets shall have the option of providing a beveled-curb as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.	VSC Private Streets shall have the option of providing a beveled-curb as shown on the project's Vesting Tentative Map 9390 dated February 24, 2015.

**SECTION 5:**

The City Council finds that the public necessity requires the proposed zone change; that the subject property is suitable to the use permitted in the proposed zone change; that said permitted use is not detrimental to the surrounding property; and that the proposed zone change is in conformance with the Antioch General Plan.

SECTION 6:

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 9<sup>th</sup> day of February, 2016, and passed and adopted at a regular meeting thereof, held on the 23<sup>rd</sup> day of February, 2016.

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Wade Harper, Mayor of the City of Antioch**

**ATTEST:**

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

**EXHIBIT A**

AUGUST 14, 2015  
JOB NO.: 514-072

**LEGAL DESCRIPTION  
GINOCHIO PROPERTY (PARCEL ONE 2014-0150641)  
ANTIOCH, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED AND SHOWN IN THAT CERTAIN DOCUMENT ENTITLED "PW 443-03-14 LOT LINE ADJUSTMENT", RECORDED SEPTEMBER 5, 2014, INSTRUMENT NO. 2014-0150641, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL C, AS SAID PARCEL C IS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 5, 2002, IN INSTRUMENT NO. 2002-0312734 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE CONTRA COSTA COUNTY.

**EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCEL OF LAND:**

COMMENCING AT THE NORTHEASTERN CORNER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID SOUTHEAST QUARTER, NORTH 89°22'08" WEST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 89°22'08" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 1,562.40 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL C, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID SOUTHERN LINE OF PARCEL C, NORTH 14°36'23" WEST 100.92 FEET;

THENCE, NORTH 58°51'12" WEST 887.40 FEET;

THENCE, NORTH 89°23'27" WEST 91.74 FEET;

THENCE, SOUTH 75°29'23" WEST 158.77 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL C;

THENCE, ALONG SAID WESTERN LINE, SOUTH 00°58'52" WEST 506.47 FEET TO THE SOUTHWESTERN CORNER OF SAID PARCEL C;  
THENCE, ALONG SAID WESTERN LINE, SOUTH 60  
THE SOUTHWESTERN CORNER OF SAID PARCEL C;

**LEGAL DESCRIPTION**

PAGE 2 OF 2

AUGUST 14, 2015  
JOB NO.: 514-072

THENCE, FROM SAID SOUTHWESTERN CORNER, ALONG SAID SOUTHERN LINE OF PARCEL C, SOUTH 89°22'08" EAST 1,039.10 FEET TO SAID POINT OF BEGINNING.

**TOGETHER THEREWITH, THE FOLLOWING DESCRIBED PARCEL OF LAND:**

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN CORNER OF SAID SOUTHEAST QUARTER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF

SAID

SOUTHEAST QUARTER, NORTH 89°22'08" WEST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 89°22'08" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 1,562.40 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 14°36'23" EAST 281.45

FEET; THENCE, SOUTH 61°13'41" EAST 51.04 FEET;

THENCE, NORTH 57°49'21" EAST 516.24

FEET; THENCE, SOUTH 89°22'08" EAST

324.45 FEET;

THENCE, SOUTH 59°24'33" EAST 788.29 FEET TO A POINT ON THE EASTERN LINE OF SAID SOUTHEAST QUARTER;

THENCE, ALONG SAID EASTERN LINE, NORTH 00°55'42" EAST 409.59 FEET TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

**END OF  
DESCRIPTION**

SABRINA KYLE PACK, P.L.S.  
L.S. NO.  
8164

B9



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Forrest Ebbs, Community Development Director *FE*  
**SUBJECT:** Second Reading of Ordinance Regulating Shopping Carts

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the Ordinance Regulating Shopping Carts.

### **STRATEGIC PURPOSE**

This action supports the updated Strategic Plan "Long Term Goal D: Blight Eradication: Eradicate blight through code enforcement and blight abatement" by establishing a regulatory framework through which the Code Enforcement Division may effectively address abandoned and nuisance shopping carts.

### **FISCAL IMPACT**

The recommended action has no direct fiscal impact. The proposed ordinance will be primarily implemented by the Code Enforcement Division located in the Community Development Department. The City Council approved the funding of two General Laborers and one Development Services Technician in October 2015 to provide direct response to illegal dumping and similar concerns. These positions were funded with Measure C revenues and the two General Laborer positions are currently in active recruitment.

### **DISCUSSION**

This is the second reading of the Ordinance Regulating Shopping Carts. On February 9, 2016, the City Council unanimously adopted the ordinance.

### **ATTACHMENTS**

A. Ordinance adding Chapter 21 to Title 5 of the Antioch Municipal Code

# ATTACHMENT "A"

ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADDING CHAPTER 21 TO TITLE 5 OF THE ANTIOCH MUNICIPAL CODE, DEALING WITH SHOPPING CART RETRIEVAL AND REMOVAL

The City Council of the City of Antioch does ordain as follows:

Section 1. Chapter 21 is hereby added to Title 5 of the Antioch Municipal Code, to read as follows:

### CHAPTER 21. SHOPPING CART RETRIEVAL AND PREVENTION OF REMOVAL

#### **5.21.101 Findings and Purpose.**

- (A) In enacting this Chapter, the City hereby finds that abandoned shopping carts are unsightly, accumulate over time on public and private property causing blight and similar conditions resulting in reduction of property values, interfere with pedestrian and vehicular traffic and constitute a public nuisance detrimental to the public health, safety and welfare.
- (B) The purpose of this Chapter is to facilitate the removal of wrecked, dismantled and abandoned shopping carts and parts thereof from public and private property, to return carts to their rightful owners, and to ensure that measures are taken by cart owners to prevent the removal of shopping carts from store premises; collectively alleviating the safety hazards, unsafe conditions and the impairment of property values resulting from the abandonment of such carts. This Chapter implements the provisions of California Business and Professions Code Sec. 22435 et seq

#### **5.21.102 Applicability.**

This Chapter applies to:

- (A) Each business owner in the City of the business provides shopping carts for customer use at any one business location; and
- (B) Any person in possession of a shopping cart.

#### **5.21.103 Definitions.**

For the purposes of this Chapter, the following words and phrases shall have the following meanings:

- (A) "Director" means the Community Development Director;
- (B) "Off-site shopping cart" means any shopping cart of part thereof which has been removed from the premises of the owner of the shopping cart without the owner's written consent and which is located on either public or private property, except shopping carts which are removed from such premises for the purpose of repair or maintenance and which are in the possession or custody of the party to whom they have been released.
- (C) "Owner" means any person, firm, partnership, corporation, association or other entity which owns, possesses or makes a shopping cart available for the use of the owner's customers or the public in connection with the management and operation of the owner's business. For purposes of this Chapter, "owner" shall also include the owner's on-site business manager or designated agent that provides shopping carts for use by owner's customers or the public.
- (D) "Premises" means the entire area owned, utilized or under the control of the business establishment that provides shopping carts for use by customers, including any parking area or other off-street area provided by or for use by a customer of said business establishment.
- (E) "Prevention of Shopping Cart Removal Form" means a form provided by the City to an owner of a business with a shopping cart that the owner must complete, providing contact information for the owner's business, information regarding the shopping carts owned by the business and information regarding methods used by the business owner to deter cart removal from the business premises. The information provided on the form shall be used to assist the City in notifying owners of found off-site shopping carts.
- (F) "Shopping cart" means a basket which is mounted on wheels of a similar device generally used in a retail establishment by a customer for transporting goods of any kind, including but not limited to, grocery store carts.
- (G) "Unidentifiable shopping cart" means any shopping cart that does not have a shopping cart identification sign as provided herein.

**5.21.104 Shopping cart identification signs.**

Every owner shall permanently affix to each shopping cart owned or provided by owner a sign that includes the following information:

- (A) The identity of the owner of the shopping cart or the business establishment to which it pertains, or both;
- (B) The City may only enforce the provisions of the following section of this Chapter if the sign on the shopping cart also includes the following information:
  - (1) A valid telephone number and address for returning the shopping cart to its owner or to the business establishment identified thereof;

- (2) Notice to the public that the unauthorized removal of the shopping cart from the premises of the business establishment, or the unauthorized possession of the shopping cart, is a violation of State law.

**5.21.105 Unauthorized removal or possession of a shopping cart.**

It is unlawful for any person to do any of the following if a shopping cart has a permanently-affixed sign pursuant to Sec. 5.21.104:

- (A) To remove a shopping cart from the premises of a business establishment with the intent to temporarily or permanently deprive the owner of its possession.
- (B) To leave or abandon a shopping cart at a location other than the premises of the retail establishment, with the intent to temporarily or permanently deprive the owner or retailer of possession of the shopping cart;
- (C) To alter, convert, or tamper with a shopping cart, or to remove any part or portion thereof, or to remove, obliterate or alter serial numbers on a shopping cart, with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.
- (D) To be in possession of any shopping cart while that shopping cart is not located on the premises of the owner's business establishment, with the intent to temporarily or permanently deprive the owner or retailer of possession of the shopping cart.

These provisions do not apply to the owner of a shopping cart, or to their agents or employees, or to a customer of a retail establishment who has written consent from the owner of a shopping cart to be in possession of the shopping cart or to remove the shopping cart from the premises of the owner's business establishment or to do any of the acts specified in this section.

**5.21.106 Prevention of shopping cart removal form.**

Every owner of a business establishment providing shopping carts to customers shall complete a Prevention of Shopping Cart Removal Form. The form shall be prepared and distributed by the Director.

**5.21.107 Submission of form.**

- (A) All owners of businesses which provide shopping carts for customer use shall submit a Prevention of Shopping Cart Removal Form to the Director within sixty (60) days after the effective date of the ordinance codified in this Chapter.
- (B) All new or relocated businesses which provide shopping carts for customer use shall submit a form to the Director within sixty (60) days after opening for business.



#### **5.21.108 Notification to Owner of Off-site Shopping Cart.**

- (A) The City shall use the information provided on the Prevention of Shopping Cart Removal Form to notify owner of any off-site shopping cart found within the City, and shall provide the owner with the location of the off-site shopping cart and shall also inform the owner that the off-site shopping cart must be retrieved within three business days from the date that the owner receives actual notice from the City of the cart's discovery and location. The City may abate, remove and impound an off-site shopping cart that has a sign affixed to it as set forth in Section 5.21.104 if the off-site shopping cart is not retrieved within three business days from the date the owner receives actual notice from the City of the shopping carts discovery and location.
- (B) Alternatively, the City may immediately abate, remove and impound an off-site shopping cart that has a sign affixed to it as set forth in Section 5.21.104 if the City provides the owner with actual notice within 24 hours following the impound and informs the owner of the location where the shopping cart may be claimed.
- (C) If any shopping cart will impede emergency services, the City may immediately retrieve the shopping cart from public or private property.
- (D) The City may, without notice, abate, remove, and impound any off-site shopping cart that lacks an affixed sign as required by Section 5.21.104 if the owner of the off-site shopping cart cannot readily be determined from viewing the cart. If the owner of the unidentifiable cart has not been ascertained after thirty (30) days in impound, the City may dispose of the cart and shall not be liable to any party for the value or loss of value of the cart.
- (E) Any impounded off-site shopping cart shall be marked with a tag indicating the date and location of its discovery and shall be held at a location selected by the City that is reasonably located to the owner's business establishment and that is open for business at least six hours of each City business day. The City is not liable to any party for any damage to a stored off-site shopping cart.
- (F) The owner of the off-site shopping cart, or agent, shall be provided actual notice within twenty-four (24) hours following the impound of any off-site shopping cart, informing the owner or agent as to the location where the cart may be claimed.
- (G) Any off-site cart reclaimed by the owner within three business days following the date the owner receives actual notice of the cart's discovery and location shall be released and surrendered to the owner at no charge whatsoever, including the waiver of any impound or storage fees or fines that would otherwise be applicable. Any off-site shopping cart not reclaimed by the owner within three business days shall be subject to any applicable impound and storage fees, commencing on the fourth business day following notice. The fee for impound and storage shall be established and modified by resolution of the City Council and shall

- include the actual cost of removal and storage of the cart, plus the proportionate share of administrative costs in connection therewith.
- (H) An off-site shopping cart shall be released to the owner or to a contractor hired by the owner for the purpose of retrieving the cart. There shall be a presumption that the off-site shopping cart is owned by the business establishment designated on the cart.
  - (I) Any off-site shopping cart not reclaimed by the owner within thirty (30) days of receipt following the date of actual notice may be sold or disposed of. The City retains the right to collect any cost associated with disposal of the off-site cart along with any applicable fees or fines.

#### **5.21.109 Fine, Sale and Disposal of Off-site Carts.**

In addition to any other penalty or requirement set forth in this Chapter, any owner who fails to retrieve off-site shopping carts pursuant to this Chapter on three or more occasions within a specified six-month period shall be subject to a \$50.00 fine for each occurrence. An occurrence includes all off-site shopping carts owned by the owner that are impounded by the City within a one-day period. All penalties and fines shall be due and payable to the City within thirty (30) days after issuance of the penalty or fine.

#### Section 2. CEQA Findings.

This ordinance is exempt from CEQA per CEQA Guidelines Sec. 15061(b)(3), Review for Exemption, because it can be seen with certainty that the project will not have a significant effect on the environment, therefore the project is not subject to CEQA.

#### Section 3. Severability.

In the event any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in force and effect.

#### Section 4. Effective Date and Publication.

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation or by publishing a summary of the proposed ordinance and posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted and within fifteen (15) days after its adopting, publishing a summary of the ordinance with the names of the Council members voting for and against the ordinance.

\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 9<sup>th</sup> day of February 2016 and passed and introduced at a regular meeting thereof, held on the 23<sup>rd</sup> day of February 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Wade Harper, Mayor of the City of Antioch**

**ATTEST:**

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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

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

**SUBJECT:** **Rejection of Claims: Rick Costello & Allstate Insurance**

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### **RECOMMENDED ACTION**

It is recommended that the City Council reject the following claims:

1. Rick Costello – Claim was received on October 12, 2015, and amended on November 3, 2015.
2. Allstate Insurance Company – Claim was received on November 4, 2015.

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

*G*

Agenda Item #



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director

**SUBJECT:** Resolution Approving the Revision of the Salary Range for the Class Specification of Office Assistant

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the Revision of the Salary Range for the Class Specification of Office Assistant.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

Per the December 8, 2015 staff report, the request to fund one full-time regular Office Assistant in the Recreation Department will cost the Recreation Fund \$66,520 annually. For the remainder of FY 2015/16 the fiscal impact will be \$33,260. However, staff is requesting that part-time temporary salaries in the Recreation budget be reduced to offset this expense, making it a net zero budget impact.

### **DISCUSSION**

On December 8, 2015 the City Council adopted Resolution No. 2015/85 which included assigning the Office Assistant classification to a salary range of \$2,600 - \$3,120 per month.

The City of Antioch' salary schedule has five steps (Step A through Step E) with a 5% increase for each step. The Office Assistant classification assigned salary range of \$2,600 - \$3,120 does not calculate a 5% increase for each of the five steps.

Staff is recommending the Office Assistant classification salary range be revised to \$2,567 - \$3120 per month. The revised salary range properly calculates a 5% increase for each of the five steps of the salary schedule.

**ATTACHMENTS**

- A. Resolution Approving the Revision of the Salary Range for the Class Specification for Office Assistant.
  
- B. December 8, 2015 Staff Report, Resolution, and Exhibit A.

**RESOLUTION NO. 2016/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE REVISION OF THE SALARY RANGE FOR THE CLASS  
SPECIFICATION OF OFFICE ASSISTANT**

**WHEREAS**, the City has an interest in the effective and efficient management of the classification plan; and

**WHEREAS**, staff has determined that a new classification of Office Assistant is needed; and

**WHEREAS**, per Resolution No. 2015/85 the salary range for the Office Assistant classification of \$2,600 - \$3,120 per month does not calculate a 5% increase for each of the five steps in the salary schedule; and

**WHEREAS**, no other item in Resolution No. 2015/85 needs to be revised.

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

**Section 1.** That the Office Assistant classification be assigned a monthly salary of \$2,567 - \$3,120.

\* \* \* \* \*

**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 23<sup>rd</sup> day of February, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of December 8, 2015
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Michelle Fitzer, Administrative Services Director
SUBJECT: Resolution Approving a New Class Specification of Office Assistant, Assigning a Salary Range, Assigning the Classification to the Operating Engineers Local 3 Bargaining Unit, Authorizing the Addition of One Full-Time Regular Position in the Recreation Budget, and Reallocating Part-Time Temporary Salaries in the Recreation Budget to Cover the Additional Cost

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1. Approving the class specification of Office Assistant.
2. Assigning the Office Assistant classification to a salary range and to the Operating Engineers Local 3 bargaining unit.
3. Authorizing the addition of one full-time regular Office Assistant position in the FY 2015/16 Recreation Department budget.
4. Reallocating part-time temporary salaries to full-time salaries in the FY 2015/16 Recreation Department budget to cover the additional cost (net zero increase).

STRATEGIC PURPOSE

Strategy L-8: Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

FISCAL IMPACT

The request to fund one full-time regular Office Assistant in the Recreation Department will cost the Recreation Fund \$66,520 annually. For the remainder of FY 2015/16 the fiscal impact will be \$33,260. However, staff is requesting that part-time temporary salaries in the Recreation budget be reduced to offset this expense, making it a net zero budget impact.



## **DISCUSSION**

During a review of the organizational structure within the Recreation Department it was determined that there is a long-term need for an additional full-time regular administrative support position. At this time this need is being filled with temporary staff.

Given the budget constraints and the tasks to be assigned, staff recommends the creation of an entry level administrative classification of Office Assistant. This classification is often found as the first step in the administrative support classification series. Staff is recommending the Office Assistant classification be assigned a salary range of \$2600 - \$3120 per month. This fits in a nice progression with the current range for Administrative Assistant I of \$3230 - \$3927 per month.

Since this would be the entry level administrative support classification, it is appropriate that it be assigned to the Operating Engineers Local 3 (OE3) bargaining unit, along with the Administrative Assistant series. Representatives from OE3 have reviewed the job description and salary range and have agreed to both.

Additionally, adding this classification to the class plan will provide all of the City departments with the opportunity to fill future vacancies at this entry level, when appropriate. Although the current need is in the Recreation Department, staff believes this is beneficial citywide.

With regard to the fiscal impact, the additional position will cost \$33,260 for the remainder of FY 2015/16. However, staff is requesting a reallocation of this amount from part-time temporary salaries to full-time salaries within the Recreation Department budget, thereby creating a zero (0) budget impact.

## **ATTACHMENTS**

- A. Resolution Approving a New Class Specification for Office Assistant, Assigning a Salary Change, Assigning the Classification to the Operating Engineers Local 3 Bargaining Unit, Authorizing the Addition of One Full-Time Regular Position in the Recreation Budget, and Reallocating Part-Time Temporary Salaries in the Recreation Budget to Cover the Additional Cost

Exhibit A – Office Assistant Draft Job Description

**RESOLUTION NO. 2015/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A NEW CLASS SPECIFICATION FOR OFFICE ASSISTANT,  
ASSIGNING A SALARY RANGE, ASSIGNING THE CLASSIFICATION TO THE  
OPERATING ENGINEERS LOCAL 3 BARGAINING UNIT, AUTHORIZING THE  
ADDITION OF ONE FULL-TIME REGULAR POSITION IN THE FY 2015/16  
RECREATION BUDGET, AND REALLOCATING PART-TIME TEMPORARY  
SALARIES IN THE FY 2015/16 RECREATION BUDGET TO COVER THE  
ADDITIONAL COST**

**WHEREAS**, the City has an interest in the effective and efficient management of the classification plan; and

**WHEREAS**, staff has determined that a new classification of Office Assistant is needed; and

**WHEREAS**, for internal equity purposes the recommended salary range for the Office Assistant classification is \$2600 - \$3120 per month; and

**WHEREAS**, since this is the entry level classification in the administrative support series it should be assigned to the Operating Engineers Local 3 (OE3) bargaining unit, along with the Administrative Assistant series; and

**WHEREAS**, representatives of OE3 have reviewed and approved both the Office Assistant draft job description and proposed salary range; and

**WHEREAS**, the Recreation Department has determined that a long-term need for an additional full-time regular administrative support position exists, to replace current part-time temporary positions; and

**WHEREAS**, in order to create no fiscal impact in the FY 2015/16 Recreation budget, staff is requesting to reallocate \$33,260 from part-time salaries to full-time salaries.

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

**Section 1.** That the class specification for the classification of Office Assistant, attached hereto as Exhibit "A", be approved and added to the City of Antioch Employees' Classification System; and

**Section 2.** That the Office Assistant classification be assigned a monthly salary range of \$2600 - \$3120; and

**Section 3.** That the Office Assistant classification be assigned to the Operating Engineers Local 3 bargaining unit, along with the other administrative support series; and

**RESOLUTION NO. 2015/XX**

December 8, 2015

Page 2

**Section 4.** That the FY 2015/16 Recreation Department budget be amended to add one full-time regular Office Assistant position to the staffing allocation; and

**Section 5.** That the FY 2015/16 Recreation Department budget be amended to reallocate \$33,260 from part-time salaries to full-time salaries; and

**Section 6** That a copy of this resolution be certified to the Finance Director for budget purposes.

\* \* \* \* \*

**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 8<sup>th</sup> day of December, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**"EXHIBIT 1"**

**CITY OF ANTIOCH**

**OFFICE ASSISTANT**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under immediate supervision, performs a wide variety of routine and less complex tasks and duties assigned to classes within the office support series including typing of forms, memoranda, correspondence, reports; assists callers and visitors by supplying information personally or directing information requests according to established procedures; sorts, logs and maintains records and other documents; learns policies, procedures and work methods associated with assigned duties; performs other duties as required.

**DISTINGUISHING CHARACTERISTICS**

The Office Assistant is the entry level class in the office support series responsible for performing less complex assignments within an established procedural framework where there are minimal consequences of error. This classification is distinguished from the next higher classification of Administrative Assistant I by the performance of more routine, repetitive and less complex assignments. Receives immediate supervision from administrative and/or management staff.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Perform a wide variety of general clerical, and routine administrative and programmatic work in support of assigned programs, division, or department.
2. Type, word process, format, edit, revise, proofread, and process a variety of documents and forms; develop, revise, and maintain standardized and master documents; may compose correspondence and other documents.
3. Screen office calls, visitors, and mail; provide information and assistance including responding to requests for information and assistance; refer callers to proper authority; sort and distribute mail.
4. May maintain calendar of activities, meetings, and various events for assigned staff; may coordinate activities and meetings with other City departments, the public, and outside agencies; may coordinate and arrange special events as assigned.
5. Maintain accurate and up-to-date office files, records, and logs for assigned areas; develop, prepare, and monitor various logs, accounts, and files for current and accurate information.
6. Compile, prepare, and enter data into a computer from various sources including accounting, statistical, and related documents; create and maintain computer based tracking information and reports; input corrections and updates.
7. May participate with special projects as assigned; assist in planning, coordinating and implementing assigned programs and events; assist in monitoring assigned programs.

CITY OF ANTIOCH  
OFFICE ASSISTANT (CONTINUED)

8. Ensure that all required supplies are available as needed and that the facility and equipment are in proper working order; maintain and order office supplies; prepare purchase requisitions; receive invoices and checks for accuracy; process payments.
9. Operate a variety of office equipment including a computer, copier, facsimile machine, and adding machine.
10. Utilize various computer applications and software packages; become familiar with various software specific to assigned department.
11. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Modern office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles of business letter writing and basic report preparation.
- Records management principles and procedures including record keeping and filing principles and practices.
- Standard business mathematics.
- Methods and techniques of proper phone etiquette.
- English usage, spelling, grammar, and punctuation.
- Customer service and public relations methods and techniques.

**Ability to:**

- Perform a variety of office support duties and activities, following standard guidelines, in support of the assigned department, division, or program area.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Type or enter data accurately at net 35 words per minute.
- Participate in the preparation of a variety of administrative and financial reports.
- Establish and maintain a variety of specialized files and records.
- Prepare correspondence and memoranda from instructions.
- Perform routine mathematical calculations.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Plan and organize work to meet changing priorities and deadlines.
- Understand and carry out oral and written directions.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, press, or other agencies.
- Utilize public relations techniques in responding to inquiries and complaints.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines**

CITY OF ANTIOCH  
OFFICE ASSISTANT (CONTINUED)

**Education/Training:**

Equivalent of the completion of the twelfth grade. .

**Experience:**

One year of responsible clerical, secretarial, or office administrative support experience.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting with extensive public contact and frequent interruptions.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Non-Exempt

Created: December 2015

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.



STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE COUNCIL MEETING OF FEBRUARY 23, 2016

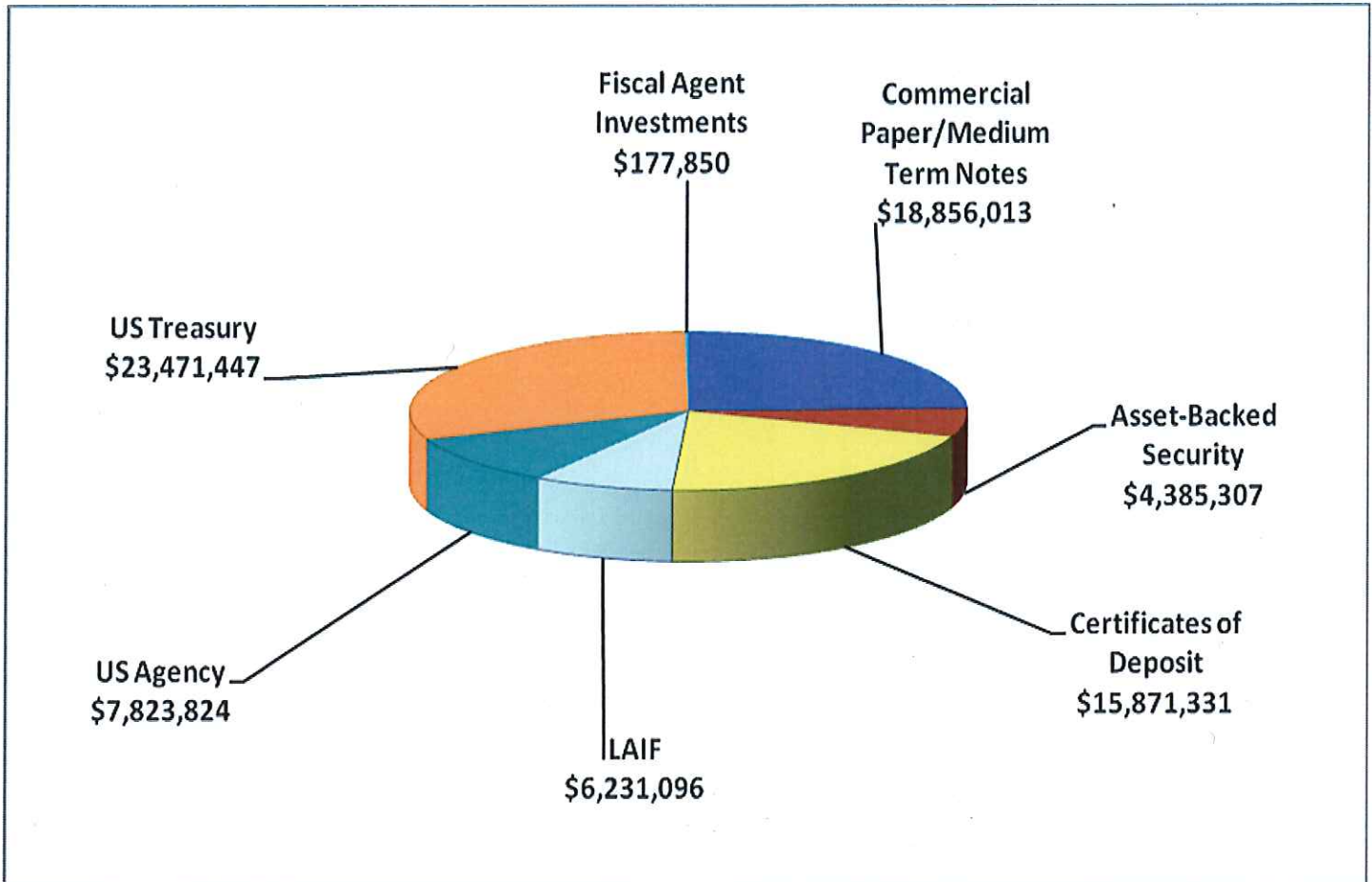
SUBMITTED BY: Donna Conley, City Treasurer *DC*  
DATE February 17, 2016  
SUBJECT: Treasurer's Report – JANUARY 2016

RECOMMENDATION: Review and file.

I  
2-23-2016

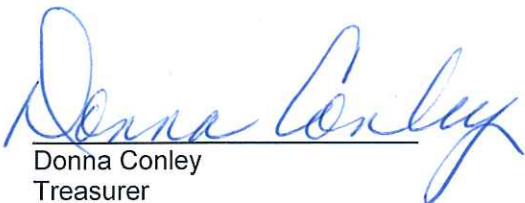
CITY OF ANTIOCH  
SUMMARY REPORT ON THE CITY'S INVESTMENTS

JANUARY 31, 2016



Total of City and Fiscal Agent Investments = \$76,816,868

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	31,761
Antioch Development Agency 2000 Tax Allocation Bonds	6
Antioch Development Agency 2009 Tax Allocation Bonds	146,083
	<u>\$177,850</u>



## Managed Account Issuer Summary

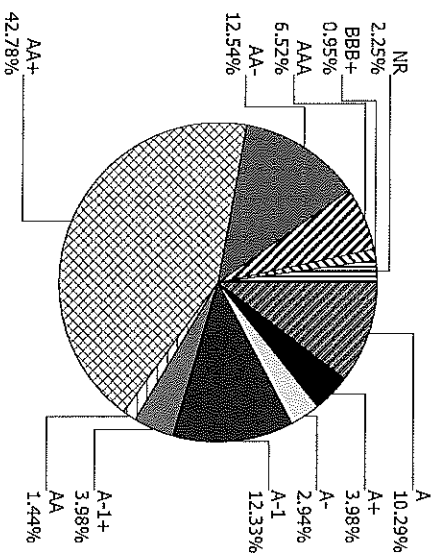
For the Month Ending January 31, 2016

CITY OF ANTIOCH, CA - 04380500

### Issuer Summary

Issuer	Market Value of Holdings	Percent
AMERICAN EXPRESS CO	1,068,271.55	1.52
AMERICAN HONDA FINANCE	1,336,918.16	1.90
APPLE INC	1,003,398.00	1.43
BANK OF AMERICA CORP	698,787.60	0.99
BANK OF AMERICA CREDIT CARD TRUST	496,030.49	0.71
BANK OF MONTREAL	1,398,454.40	1.99
BANK OF NEW YORK CO INC	1,401,418.20	1.99
BANK OF NOVA SCOTIA	1,402,702.00	2.00
CA EARTHQUAKE AUTH TXBL REV BOND	376,253.25	0.54
CANADIAN IMPERIAL BANK OF COMMERCE	1,395,737.00	1.99
CATERPILLAR INC	769,646.57	1.10
CISCO SYSTEMS INC	1,217,524.77	1.73
CITIBANK CREDIT CARD ISSUANCE TRUST	525,349.44	0.75
CONOCOPHILLIPS	229,957.92	0.33
DEERE & COMPANY	1,064,800.85	1.52
EXXON MOBIL CORP	1,398,125.40	1.99
FANNIE MAE	1,890,775.67	2.69
FEDERAL HOME LOAN BANKS	1,417,864.32	2.02
FORD CREDIT AUTO OWNER TRUST	939,637.96	1.34
FREDDIE MAC	2,182,545.08	3.11
GLAXOSMITHKLINE PLC	575,302.35	0.82
GOLDMAN SACHS GROUP INC	1,373,556.25	1.95
HONDA AUTO RECEIVABLES	691,320.79	0.98
HSBC HOLDINGS PLC	1,961,727.24	2.79
IBM CORP	1,742,342.00	2.48
JP MORGAN CHASE & CO	999,901.00	1.42
MCDONALD'S CORPORATION	671,023.75	0.95
NISSAN AUTO RECEIVABLES	854,662.42	1.22
NORDEA BANK AB	1,397,193.00	1.99
ORANGE COUNTY, CA	875,385.00	1.25
PEPSICO, INC	1,277,479.75	1.82
RABOBANK NEDERLAND	1,695,673.50	2.41

### Credit Quality (S&P Ratings)



PFM Asset Management LLC



### Managed Account Issuer Summary

For the Month Ending January 31, 2016

CITY OF ANTIPOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
SKANDINAVISKA ENSKIDA BANKEN AB	1,400,735.00	1.99
STATE OF CALIFORNIA	954,322.50	1.36
SVENSKA HANDELSBANKEN	1,399,407.80	1.99
TEXAS INSTRUMENTS INCORPORATED	885,842.81	1.26
THE WALT DISNEY CORPORATION	196,950.98	0.28
TORONTO-DOMINION BANK	1,399,146.00	1.99
TOYOTA AUTO RECEIVABLES	879,918.74	1.25
TOYOTA MOTOR CORP	726,681.28	1.03
UNITED STATES TREASURY	23,566,620.17	33.53
UNIVERSITY OF CALIFORNIA	135,147.15	0.19
US BANCORP	1,373,862.88	1.95
WELLS FARGO & COMPANY	1,027,306.25	1.46
<b>Total</b>	<b>\$70,275,707.24</b>	<b>100.00%</b>



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending January 31, 2016

CITY OF ANTIPOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity U.S. Treasury Bond / Note	CUSIP	Par	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 05/31/2012 0.625% 05/31/2017	912828SV7	920,000.00	AA+	Aaa	06/02/14	06/03/14	914,896.87	0.81	989.75	917,720.18	918,885.88
US TREASURY NOTES DTD 07/02/2012 0.750% 06/30/2017	912828TB6	1,775,000.00	AA+	Aaa	10/30/14	11/03/14	1,773,197.27	0.79	1,170.33	1,774,039.05	1,775,624.80
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	635,000.00	AA+	Aaa	02/06/15	02/10/15	629,691.80	0.84	8.72	631,772.35	632,767.34
US TREASURY NOTES DTD 07/31/2012 0.500% 07/31/2017	912828TG5	2,210,000.00	AA+	Aaa	02/02/15	02/04/15	2,203,007.42	0.63	30.36	2,205,780.60	2,202,229.64
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	1,325,000.00	AA+	Aaa	03/25/15	03/26/15	1,316,667.00	0.96	3,366.80	1,319,000.81	1,322,774.00
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	1,325,000.00	AA+	Aaa	03/26/15	03/27/15	1,315,424.80	0.99	3,366.80	1,318,099.35	1,322,774.00
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	2,250,000.00	AA+	Aaa	03/26/15	03/27/15	2,253,652.34	1.00	5,717.21	2,238,218.51	2,246,220.00
US TREASURY NOTES DTD 04/30/2013 0.625% 04/30/2018	912828UZ1	1,250,000.00	AA+	Aaa	04/28/15	04/30/15	1,239,941.41	0.90	1,996.05	1,242,450.01	1,243,261.25
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828V00	250,000.00	AA+	Aaa	07/01/15	07/01/15	252,080.08	1.10	9.44	251,690.87	253,007.75
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828V00	1,725,000.00	AA+	Aaa	07/01/15	07/06/15	1,738,880.86	1.11	65.16	1,736,333.35	1,745,753.48
US TREASURY NOTES DTD 09/30/2011 1.375% 09/30/2018	912828RH5	1,500,000.00	AA+	Aaa	10/08/15	10/09/15	1,519,218.75	0.94	6,987.70	1,517,213.51	1,517,637.00
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,825,000.00	AA+	Aaa	11/05/15	11/09/15	1,828,707.03	1.18	3,926.74	1,828,436.13	1,839,828.13
US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	3,950,000.00	AA+	Aaa	12/01/15	12/04/15	3,983,482.42	1.22	5,208.79	3,981,764.60	4,008,941.90
US TREASURY NOTES DTD 01/31/2014 1.500% 01/31/2019	912828B33	2,500,000.00	AA+	Aaa	12/28/15	12/30/15	2,509,179.69	1.38	103.02	2,508,927.35	2,536,915.00



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending January 31, 2016

CITY OF ANTIPOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Municipal Bond / Note</b>			<b>23,440,000.00</b>					<b>23,458,027.74</b>	<b>1.03</b>	<b>32,946.87</b>	<b>23,471,446.67</b>	<b>23,566,620.17</b>
ORANGE CNTY, CA TXBL REV PO BONDS	DTD 01/13/2015 0.780% 05/02/2016	68428LDJ0	6875,000.00	AA	NR	01/09/15	01/13/15	875,000.00	0.78	3,374.58	875,000.00	875,385.00
UNIV OF CAL TXBL REV BONDS	DTD 10/02/2013 0.907% 05/15/2016	91412GSK4	135,000.00	AA	Aa2	09/26/13	10/02/13	135,000.00	0.91	258.50	135,000.00	135,147.15
CA EARTHQUAKE AUTH TXBL REV BONDS	DTD 11/06/2014 1.194% 07/01/2016	13017HAC0	225,000.00	NR	A3	10/29/14	11/06/14	225,000.00	1.19	223.88	225,000.00	225,303.75
CA ST TAXABLE GO BONDS	DTD 11/05/2013 1.250% 11/01/2016	13063CFD7	950,000.00	AA-	Aa3	10/22/13	11/05/13	954,455.50	1.09	2,968.75	951,131.06	954,322.50
CA EARTHQUAKE AUTH TXBL REV BONDS	DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	150,000.00	NR	A3	10/29/14	11/06/14	150,000.00	1.82	228.00	150,000.00	150,949.50
<b>Security Type Sub-Total</b>			<b>2,335,000.00</b>					<b>2,339,455.50</b>	<b>1.02</b>	<b>7,053.71</b>	<b>2,336,131.06</b>	<b>2,341,107.90</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>												
FNMA SERIES 2015-M1 ASQ2	DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	380,000.00	AA+	Aaa	01/15/15	01/30/15	383,797.15	1.26	514.90	382,324.81	382,656.12
FNMA SERIES 2015-M7 ASQ2	DTD 04/01/2015 1.550% 04/01/2018	3136ANUY4	325,000.00	AA+	Aaa	04/15/15	04/30/15	328,248.83	0.83	419.79	327,279.94	326,232.89
FNMA SERIES 2015-M3 FA	DTD 02/01/2015 0.447% 06/01/2018	3136AMMCO	240,276.66	AA+	Aaa	02/12/15	02/27/15	240,213.88	0.39	89.75	240,238.92	239,550.76
FNMA SERIES 2015-M15 ASQ2	DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	AA+	Aaa	11/06/15	11/30/15	297,949.97	1.20	466.61	297,760.60	298,544.60
FANNIE MAE SERIES 2015-M13 ASQ2	DTD 10/01/2015 1.546% 09/01/2019	3136AODQ0	640,000.00	AA+	Aaa	10/07/15	10/30/15	646,408.90	1.08	877.87	645,931.98	643,791.30
<b>Security Type Sub-Total</b>			<b>1,880,276.66</b>					<b>1,896,618.73</b>	<b>1.01</b>	<b>2,368.92</b>	<b>1,893,536.25</b>	<b>1,890,775.67</b>
<b>Federal Agency Bond / Note</b>												



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending January 31, 2016

CITY OF ANTIPOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity Federal Agency Bond / Note	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
FLHB GLOBAL NOTES DTD 05/15/2015 0.625% 05/30/2017	3130ASEP0	1,420,000.00	AA+	Aaa	05/14/15	05/15/15	1,418,821.40	0.67	1,503.82	1,419,229.83	1,417,864.32
FREDDIE MAC GLOBAL NOTES DTD 06/25/2012 1.000% 07/28/2017	3137EADJ5	2,175,000.00	AA+	Aaa	08/12/14	08/14/14	2,174,854.27	1.00	181.25	2,174,927.03	2,182,545.08
<b>Security Type Sub-Total</b>		<b>3,595,000.00</b>					<b>3,593,675.67</b>	<b>0.87</b>	<b>1,685.07</b>	<b>3,594,156.86</b>	<b>3,600,409.40</b>
<b>Corporate Note</b>											
WELLS FARGO & COMPANY DTD 07/29/2013 1.250% 07/20/2016	94974BF19	1,025,000.00	A	A2	07/22/13	07/29/13	1,024,016.00	1.28	391.49	1,024,842.11	1,027,306.25
AMERICAN HONDA FINANCE GLOBAL NOTES DTD 10/10/2013 1.125% 10/07/2016	02665WAB7	585,000.00	A+	A1	10/03/13	10/10/13	582,964.20	1.24	2,084.06	584,528.53	585,931.91
JPMORGAN CHASE & CO DTD 02/18/2014 1.350% 02/15/2017	46623EYV6	1,000,000.00	A-	A3	02/12/14	02/18/14	999,500.00	1.37	6,225.00	999,823.94	999,801.00
APPLE INC CORP NOTE DTD 05/06/2014 1.050% 05/05/2017	037833AM2	1,000,000.00	AA+	Aa1	04/29/14	05/06/14	999,470.00	1.07	2,479.17	999,775.04	1,003,398.00
JOHN DEERE CAPITAL CORP NOTES DTD 06/12/2014 1.125% 06/12/2017	24422ESN0	1,065,000.00	A	A2	06/09/14	06/12/14	1,064,499.45	1.14	1,630.78	1,064,770.36	1,064,800.85
HSBC USA INC DTD 06/23/2014 1.300% 06/23/2017	40434CA3	565,000.00	A	A2	06/16/14	06/23/14	564,141.20	1.35	775.31	564,596.58	564,037.24
PEPSICO, INC DTD 07/17/2015 1.125% 07/17/2017	713448CW6	1,000,000.00	A	A1	07/14/15	07/17/15	999,680.00	1.14	437.50	999,765.52	1,002,158.00
CATERPILLAR FINANCIAL SE DTD 08/20/2014 1.250% 08/18/2017	14912L6D8	770,000.00	A	A2	08/13/14	08/20/14	769,615.00	1.27	4,357.99	769,799.18	769,646.57
AMERICAN EXPRESS CREDIT CORP NOTES DTD 09/23/2014 1.550% 09/22/2017	0258MDR7	370,000.00	A-	A2	09/18/14	09/23/14	369,504.20	1.60	2,055.04	369,725.55	370,275.65
IBM CORP NOTES DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	1,750,000.00	AA-	Aa3	02/03/15	02/06/15	1,744,662.50	1.23	9,570.31	1,746,395.44	1,742,342.00
MCDONALDS CORP NOTES DTD 02/29/2008 5.350% 03/01/2018	58013ME00	625,000.00	BBB+	Baa1	04/01/15	04/07/15	697,331.25	1.27	13,932.29	677,231.11	671,023.75



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending January 31, 2016

CITY OF ANTIPOCH, CA - 04380500

Security Type/Description	CUSIP	Par	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>												
EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	1,400,000.00	AAA	Aaa	03/04/15	03/06/15	1,400,000.00	1.31	7,358.75	1,400,000.00	1,398,125.40	
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	750,000.00	A+	A1	03/10/15	03/13/15	748,995.00	1.55	4,312.50	749,286.23	750,986.25	
PEPSICO, INC CORP NOTES DTD 04/30/2015 1.250% 04/30/2018	713448CR7	275,000.00	A	A1	04/27/15	04/30/15	274,967.00	1.25	868.92	274,975.17	275,321.75	
TEXAS INSTRUMENTS CORP NOTE DTD 05/08/2013 1.000% 05/01/2018	882508AV6	890,000.00	A+	A1	04/02/15	04/08/15	885,202.90	1.18	2,225.00	886,462.04	885,842.81	
CONOCOPHILLIPS COMPANY CORP NOTE DTD 05/18/2015 1.500% 05/15/2018	20826FAL0	240,000.00	A	A2	05/13/15	05/18/15	239,971.20	1.50	760.00	239,977.77	229,957.92	
GLAXOSMITHKLINE CAP INC NOTES DTD 05/13/2008 5.650% 05/15/2018	37737ZAD9	525,000.00	A+	A2	04/01/15	04/07/15	594,368.25	1.30	6,262.08	576,392.32	575,302.35	
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	1,400,000.00	A	A1	05/22/15	05/29/15	1,399,874.00	1.60	4,293.33	1,399,900.63	1,401,418.20	
BANK OF AMERICA BANK NOTES DTD 06/05/2015 1.750% 06/05/2018	06050TMC3	700,000.00	A	A1	10/06/15	10/09/15	701,442.00	1.67	1,905.56	701,280.93	698,787.60	
CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	1,205,000.00	AA-	A1	06/10/15	06/17/15	1,204,795.15	1.66	2,540.54	1,204,836.55	1,217,524.77	
TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	725,000.00	AA-	Aa3	07/08/15	07/13/15	724,383.75	1.58	561.88	724,494.60	726,681.28	
AMERICAN EXPRESS CRD CRP NT (CALLABLE) DTD 07/31/2015 1.800% 07/31/2018	0258MDV8	700,000.00	A-	A2	10/05/15	10/08/15	702,709.00	1.66	35.00	702,409.24	697,995.90	
THE WALT DISNEY CORPORATION DTD 01/08/2016 1.650% 01/08/2019	25468PDH6	195,000.00	A	A2	01/05/16	01/08/16	194,738.70	1.70	205.56	194,744.15	196,950.98	
<b>Security Type Sub-Total</b>		<b>18,760,000.00</b>					<b>18,886,830.75</b>	<b>1.36</b>	<b>75,268.06</b>	<b>18,856,012.99</b>	<b>18,855,716.43</b>	



PFM Asset Management LLC



Managed Account Detail of Securities Held

For the Month Ending January 31, 2016

CITY OF ANTIOCH, CA - 04380500

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Rating	S&P	Moody's	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Certificate of Deposit</b>													
GOLDMAN SACHS BANK USA CD	DTD 08/19/2014 0.9000% 08/12/2016	381472L5	1,375,000.00	A-1	P-1		08/14/14	08/19/14	1,375,000.00	0.90	5,628.08	1,375,000.00	1,373,556.25
CANADIAN IMPERIAL BANK NY YCD	DTD 04/10/2015 1.0100% 04/06/2017	13606JY9	1,400,000.00	A-1	P-1		04/06/15	04/10/15	1,400,000.00	1.01	4,516.94	1,400,000.00	1,395,737.00
RABOBANK NEDERLAND NV CERT DEPOS	DTD 04/27/2015 1.0700% 04/21/2017	21684BXH2	1,700,000.00	A-1	P-1		04/22/15	04/27/15	1,700,000.00	1.07	5,052.78	1,700,000.00	1,695,673.50
BMO HARRIS BANK NA CD	DTD 10/23/2015 1.0000% 04/24/2017	055748FW5	1,400,000.00	A-1	Aa3		10/22/15	10/23/15	1,400,000.00	1.01	3,927.78	1,400,000.00	1,398,454.40
NORDEA BANK FINLAND NY CD	DTD 05/29/2015 1.1500% 05/26/2017	65558LFA5	1,400,000.00	AA-	Aa3		05/27/15	05/29/15	1,400,000.00	1.15	2,996.39	1,400,000.00	1,397,193.00
TORONTO DOMINION BANK NY YCD	DTD 06/19/2015 1.2400% 06/16/2017	89113ESN7	1,400,000.00	AA-	Aa1		06/16/15	06/19/15	1,400,000.00	1.25	10,898.22	1,400,000.00	1,399,146.00
SVENSKA HANDELSBANKEN NY FLT CERT DEPOS	DTD 11/24/2015 0.8320% 08/24/2017	86958DH54	1,400,000.00	A-1+	P-1		11/20/15	11/24/15	1,400,000.00	0.84	2,232.80	1,400,000.00	1,399,407.80
US BANK NA CINCINNATI (CALLABLE) CD	DTD 09/11/2014 1.3750% 09/11/2017	90333VPF1	1,375,000.00	AA-	A1		09/09/14	09/11/14	1,372,786.25	1.41	7,352.43	1,373,812.33	1,373,862.88
BANK OF NOVA SCOTIA HOUSTON YCD	DTD 11/09/2015 1.5600% 11/06/2017	06417GAS7	1,400,000.00	A-1	P-1		11/06/15	11/09/15	1,400,000.00	1.55	4,974.67	1,400,000.00	1,402,702.00
SKANDINAVISKA ENSKILDA BANKEN NY CD	DTD 11/17/2015 1.4800% 11/16/2017	83050FBG5	1,400,000.00	A-1	P-1		11/16/15	11/17/15	1,400,000.00	1.48	4,374.22	1,400,000.00	1,400,735.00
HSBC BANK USA NA FLOATING CERT DEPOS	DTD 11/18/2015 0.9540% 11/17/2017	40428AR41	1,400,000.00	A-1+	P-1		11/17/15	11/18/15	1,400,000.00	0.97	2,782.79	1,400,000.00	1,397,690.00
<b>Security Type Sub-Total</b>			<b>15,650,000.00</b>						<b>15,647,786.25</b>	<b>1.15</b>	<b>54,737.10</b>	<b>15,648,812.33</b>	<b>15,634,157.83</b>
<b>Asset-Backed Security / Collateralized Mortgage Obligation</b>													
HONDA ABS 2015-1 A2	DTD 01/28/2015 0.7000% 06/15/2017	43814KAB7	197,019.33	AAA	Aaa		01/21/15	01/28/15	197,009.05	0.70	61.29	197,013.95	196,914.20



PFM Asset Management LLC





CITY OF ANTIOCH, CA - 04380500

Managed Account Detail of Securities Held

For the Month Ending January 31, 2016

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	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>												
TOYOTA ABS 2015-A A2	DTD 03/04/2015 0.710%	89236WAB4	199,422.53	AAA	Aaa	02/24/15	03/04/15	199,420.63	0.71	62.93	199,421.46	199,319.73
FORD ABS 2014-C A2	DTD 11/25/2014 0.610%	34530PAC6	229,069.90	AAA	NR	11/18/14	11/25/14	229,062.20	0.61	62.10	229,065.94	228,938.09
HONDA ABS 2015-2 A3	DTD 05/20/2015 1.040%	43813NAC0	495,000.00	AAA	NR	05/13/15	05/20/15	494,924.02	1.05	143.00	494,940.59	494,406.59
CITIBANK ABS 2014-A2 A2	DTD 03/05/2014 1.020%	1730SEFN0	525,000.00	AAA	Aaa	03/17/15	03/20/15	524,282.23	1.08	2,365.13	524,411.69	525,349.44
TOYOTA ABS 2015-B A3	DTD 06/17/2015 1.270%	89237CAD3	680,000.00	AAA	Aaa	06/10/15	06/17/15	679,963.21	1.27	363.82	679,970.07	680,599.01
NISSAN ABS 2015-A A3	DTD 04/14/2015 1.050%	65477UAC4	515,000.00	NR	Aaa	04/07/15	04/14/15	514,891.75	1.06	240.33	514,913.24	513,911.29
FORD ABS 2015-B A3	DTD 05/26/2015 1.160%	34530VAD1	350,000.00	NR	Aaa	05/19/15	05/26/15	349,967.63	1.16	180.44	349,972.99	349,968.71
FORD ABS 2015-C A3	DTD 09/22/2015 1.410%	34530VAD5	360,000.00	AAA	Aaa	09/15/15	09/22/15	359,929.94	1.42	225.60	359,936.33	360,731.16
NISSAN ABS 2015-B A3	DTD 07/22/2015 1.340%	65475WAD0	340,000.00	NR	Aaa	07/15/15	07/22/15	339,972.97	1.34	202.49	339,976.60	340,751.13
BANK OF AMER CREDIT CARD TR 2015-A2	DTD 04/29/2015 1.360%	05522RCU0	495,000.00	AAA	Aaa	10/28/15	10/29/15	495,715.43	1.30	299.20	495,683.96	496,030.49
<b>Security Type Sub-Total</b>			<b>4,385,511.76</b>					<b>4,385,139.06</b>	<b>1.13</b>	<b>4,226.33</b>	<b>4,385,306.82</b>	<b>4,386,919.84</b>
<b>Managed Account Sub-Total</b>			<b>70,045,788.42</b>					<b>70,207,533.70</b>	<b>1.14</b>	<b>178,286.06</b>	<b>70,185,402.98</b>	<b>70,275,707.24</b>
<b>Securities Sub-Total</b>			<b>\$70,045,788.42</b>					<b>\$70,207,533.70</b>	<b>1.14%</b>	<b>\$178,286.06</b>	<b>\$70,185,402.98</b>	<b>\$70,275,707.24</b>
<b>Accrued Interest</b>										<b>\$178,286.06</b>		
<b>Total Investments</b>												<b>\$70,453,993.30</b>



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending January 31, 2016

CITY OF ANTIPOCH, 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
BUY	01/05/16	01/08/16	THE WALT DISNEY CORPORATION DTD 01/08/2016 1.650% 01/08/2019	25468PDH6	195,000.00	(194,738.70)	0.00	(194,738.70)			
<b>Transaction Type Sub-Total</b>											
						<b>195,000.00</b>	<b>(194,738.70)</b>	<b>0.00</b>	<b>(194,738.70)</b>		
<b>INTEREST</b>											
	01/01/16	01/01/16	CA EARTHQUAKE AUTH TXBL REV BONDS	13017HAD8	150,000.00	0.00	1,368.00	1,368.00			
	01/01/16	01/01/16	CA EARTHQUAKE AUTH TXBL REV BONDS	13017HAC0	225,000.00	0.00	1,343.25	1,343.25			
	01/01/16	01/25/16	DTD 11/06/2014 1.194% 07/01/2016 FNMA SERIES 2015-M7 ASQ2	3136ANDY4	325,000.00	0.00	419.79	419.79			
	01/01/16	01/25/16	DTD 04/01/2015 1.550% 04/01/2018 FANNIE MAE SERIES 2015-M13 ASQ2	3136AOD00	640,000.00	0.00	877.87	877.87			
	01/01/16	01/25/16	DTD 10/01/2015 1.646% 09/01/2019 FNMA SERIES 2015-M15 ASQ2	3136AOSW1	295,000.00	0.00	466.61	466.61			
	01/01/16	01/25/16	DTD 11/01/2015 1.898% 01/01/2019 FNMA SERIES 2015-M3 FA	3136AMWCO	240,543.76	0.00	89.65	89.65			
	01/01/16	01/25/16	DTD 02/01/2015 0.447% 06/01/2018 FNMA SERIES 2015-M1 ASQ2	3136AMKW8	380,000.00	0.00	514.90	514.90			
	01/13/16	01/13/16	DTD 01/15/2015 1.626% 02/01/2018 TOYOTA MOTOR CREDIT CORP	89236TCP8	725,000.00	0.00	5,618.75	5,618.75			
	01/15/16	01/15/16	DTD 07/13/2015 1.550% 07/13/2018 NISSAN ABS 2015-8 A3	65475WAD0	340,000.00	0.00	379.67	379.67			
	01/15/16	01/15/16	DTD 07/22/2015 1.340% 03/15/2020 NISSAN ABS 2015-A A3	65477UAC4	515,000.00	0.00	450.63	450.63			
	01/15/16	01/15/16	DTD 04/14/2015 1.050% 10/15/2019 TOYOTA ABS 2015-A A2	89236WAB4	227,267.08	0.00	134.47	134.47			
	01/15/16	01/15/16	DTD 03/04/2015 0.710% 07/15/2017 HONDA ABS 2015-1 A2	43814KAB7	226,536.37	0.00	132.15	132.15			
	01/15/16	01/15/16	DTD 01/28/2015 0.700% 06/15/2017 FORD ABS 2014-C A2	34530PAC6	282,970.53	0.00	143.84	143.84			
			DTD 11/25/2014 0.610% 08/15/2017								



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending January 31, 2016

CITY OF ANTIPOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>											
01/15/16	01/15/16		FORD ABS 2015-B A3	34530VAD1	350,000.00	0.00	338.33	338.33			
			DTD 05/26/2015 1.160% 11/15/2019								
01/15/16	01/15/16		TOYOTA ABS 2015-B A3	89237CAD3	680,000.00	0.00	719.67	719.67			
			DTD 06/17/2015 1.270% 05/15/2019								
01/15/16	01/15/16		BANK OF AMER CREDIT CARD TR	05522RCU0	495,000.00	0.00	561.00	561.00			
			2015-A2								
			DTD 04/29/2015 1.360% 09/15/2020								
01/15/16	01/15/16		FORD ABS 2015-C A3	34530VAD5	360,000.00	0.00	423.00	423.00			
			DTD 09/22/2015 1.410% 02/15/2020								
01/17/16	01/17/16		PEPSICO, INC	713448CW6	1,000,000.00	0.00	5,625.00	5,625.00			
			DTD 07/17/2015 1.125% 07/17/2017								
01/20/16	01/20/16		WELLS FARGO & COMPANY	94974BFL9	1,025,000.00	0.00	6,406.25	6,406.25			
			DTD 07/29/2013 1.250% 07/20/2016								
01/21/16	01/21/16		HONDA ABS 2015-2 A3	43813NAC0	495,000.00	0.00	429.00	429.00			
			DTD 05/20/2015 1.040% 02/21/2019								
01/28/16	01/28/16		FREDDIE MAC GLOBAL NOTES	3137EADJ5	2,175,000.00	0.00	10,875.00	10,875.00			
			DTD 06/25/2012 1.000% 07/28/2017								
01/31/16	01/31/16		US TREASURY NOTES	912828V00	1,725,000.00	0.00	11,859.38	11,859.38			
			DTD 07/31/2013 1.375% 07/31/2018								
01/31/16	01/31/16		US TREASURY NOTES	912828B33	2,500,000.00	0.00	18,750.00	18,750.00			
			DTD 01/31/2014 1.500% 01/31/2019								
01/31/16	01/31/16		US TREASURY NOTES	912828V00	250,000.00	0.00	1,718.75	1,718.75			
			DTD 07/31/2013 1.375% 07/31/2018								
01/31/16	01/31/16		US TREASURY NOTES	912828TGS	2,210,000.00	0.00	5,525.00	5,525.00			
			DTD 07/31/2012 0.500% 07/31/2017								
01/31/16	01/31/16		US TREASURY NOTES	912828TGS	635,000.00	0.00	1,587.50	1,587.50			
			DTD 07/31/2012 0.500% 07/31/2017								
01/31/16	01/31/16		AMERICAN EXPRESS CRD CRP NT	0258MDV8	700,000.00	0.00	6,300.00	6,300.00			
			(CALLABLE)								
			DTD 07/31/2015 1.800% 07/31/2018								

Transaction Type Sub-Total

19,172,317.74

0.00

83,057.46

83,057.46

**PAYDOWNS**



PFM Asset Management LLC



Managed Account Security Transactions & Interest

For the Month Ending January 31, 2016

CITY OF ANTIPOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method	
<b>PAYDOWNS</b>												
	01/01/16	01/25/16	FNMA SERIES 2015-M3 FA	3136AMMCO	267.10	267.10	0.00	267.10	0.07	0.00		
			DTD 02/01/2015 0.447% 06/01/2018									
	01/15/16	01/15/16	FORD ABS 2014-C A2	34530PAC6	53,900.63	53,900.63	0.00	53,900.63	1.81	0.00		
			DTD 11/25/2014 0.610% 08/15/2017									
	01/15/16	01/15/16	TOYOTA ABS 2015-A A2	89236WAB4	27,844.55	27,844.55	0.00	27,844.55	0.26	0.00		
			DTD 03/04/2015 0.710% 07/15/2017									
	01/15/16	01/15/16	HONDA ABS 2015-1 A2	43814KAB7	29,517.04	29,517.04	0.00	29,517.04	1.54	0.00		
			DTD 01/28/2015 0.700% 06/15/2017									
			<b>Transaction Type Sub-Total</b>		<b>111,529.32</b>	<b>111,529.32</b>	<b>0.00</b>	<b>111,529.32</b>	<b>3.68</b>	<b>0.00</b>		
<b>SELL</b>												
	01/05/16	01/08/16	US TREASURY NOTES	912828SY7	200,000.00	199,117.19	133.20	199,250.39	226.56	(362.84)	SPEC LOT	
			DTD 05/31/2012 0.625% 05/31/2017									
			<b>Transaction Type Sub-Total</b>		<b>200,000.00</b>	<b>199,117.19</b>	<b>133.20</b>	<b>199,250.39</b>	<b>226.56</b>	<b>(362.84)</b>		
			<b>Managed Account Sub-Total</b>			<b>115,907.81</b>	<b>83,190.66</b>	<b>199,098.47</b>	<b>230.24</b>	<b>(362.84)</b>		
			<b>Total Security Transactions</b>			<b>\$115,907.81</b>	<b>\$83,190.66</b>	<b>\$199,098.47</b>	<b>\$230.24</b>	<b>(\$362.84)</b>		



PFM Asset Management LLC

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 15-FEBRUARY 11, 2016  
FUND/CHECK#

<b>239 Redevelopment Obligation Retirement Fund</b>		
360600	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES 4,451.00
360740	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES 9,309.50
360878	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES 6,084.50
361090	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES 21,031.54
361134	MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES 2,275.00
361172	STRATEGIC THREAT MANAGEMENT INC	SECURITY SERVICES 2,859.50

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JANUARY 15-FEBRUARY 11, 2016  
FUND/CHECK#

**227 Housing Fund**

***Housing - CIP***

360982	PACHECO/MARTINEZ HOMELESS OUTREACH INC	CDBG SERVICES	2,204.82
361001	SHELTER INC	CDBG SERVICES	2,667.45
361004	STAND FOR FAMILIES FREE OF VIOLENCE	CDBG SERVICES	1,537.38
926180	HOUSE, TERI	CONSULTING SERVICES	32.50



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director

**SUBJECT:** Tentative Agreement between the City of Antioch and Public Employees' Union Local 1 for the Period of April 1, 2015 – March 31, 2017

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the Tentative Agreement between the City of Antioch and Public Employees' Union Local 1; and
2. Authorizing the Finance Director to make any necessary adjustments to the FY 2015/16 budget to implement the provisions of the Tentative Agreement.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

The adopted FY 2015/16 budget included a projected package cost for this bargaining unit, as negotiations were underway when the budget was being prepared. The value of the tentative agreement is slightly higher than the budgeted amount, resulting in a budget impact of \$41,500 across all funds.

### **DISCUSSION**

The current term of the Memorandum of Understanding (MOU) between the City and Public Employees' Union Local 1 covered the period of April 1, 2012 – March 31, 2015. Representatives of the City and the Public Employees' Union Local 1 have been meeting and conferring in good faith for several months to negotiate a successor agreement, including completing mediation. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

A Tentative Agreement has been reached, based on the Mediator's recommended settlement. The terms of the Tentative Agreement are:

- Two-year contract ending March 31, 2017.
- 2.5% wage increase effective the first full pay period of January 2016.
- 0.25% wage increase effective the first full pay period of January 2017.
- Effective December 2016 the City contribution to the Flexible Benefits (Cafeteria) Plan for employees in the bargaining unit represented by Public Employees' Union Local 1 shall equal the contribution for Management-Executive bargaining unit, except that if an employee selects deferred compensation in lieu of a benefit, the reimbursement to the employee shall be reduced to 50%.
- Eligibility for Acting Pay shall be after the completion of five (5) working days in the acting assignment, unless a forty (40) hour qualifying period has already been completed. Acting assignments shall be offered to the most qualified eligible employee, as determined by the Department Head. If employees' qualifications are substantially equal, as determined by the Department Head, the acting assignments shall be offered to a regular employee prior to offering the assignment to a probationary employee.
- A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application of enforcement of the following:

Grievances filed regarding the following shall be filed at the Sub-Article 23.1 of the grievance procedure and may be processed up to and including Sub-Article 23.4 of the grievance procedure.

- Personnel Rules
- Merit System Rules and Regulations
- Employer/employee Relations' Ordinance
- Memorandum of Understanding

Grievances filed regarding the following shall be filed at Sub-Article 23.1 of the grievance procedure and may be processed up to and including Sub-Article 23.2 of the grievance procedure.

- Department Policies
  - Department Procedures
- An employee or official of Local 1 may file and/or appeal a grievance with respect to the meaning, interpretation, application or enforcement of a Department Policies and Procedures up to and including the City Manager response. The City Manager response shall be final.



- In the event a grievance has not been resolved by the procedures set forth above the employee or an official of Local 1 may file a written request for mediation to the Director of Human Resources within thirty (30) calendar days of the date of issuance of the City Manager's response at Sub-Article 23.2. If the parties mutually agree to mediation, either party may request the assistance of a mediator from the State Mediation and Conciliation Service to assist with the resolution of the grievance. Mediation shall occur as soon as practicable after the initial request. The Mediator does not have the authority to impose a settlement on the parties. Any final settlement of the grievance, mutually agreed to by the parties, shall be reduced to writing and signed by the Grievant, and/or Union (if filed by the Union), and Employer. The final settlement agreement shall be binding on all parties.

All expenses of the mediator, if any, shall be shared and equally divided between the Union and/or Employee and the Employer.

- In the event a grievance has not been resolved by the procedures set forth above the Union, and only the Union, may file an appeal with the city Manager to advance the matter to Arbitration within fifteen (15) calendar days of the City Manager's decision.
- The arbitrator shall be selected by mutual agreement between the Union and the City. If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator.
  - The fees and expenses of the arbitrator (including the cost of the list provided by California State Mediation and Conciliation Service) and court reporter shall be equally shared by the Union and the City.
  - Each party, however, shall bear the cost of their own presentation, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs.
  - Arbitrator's decisions on matters properly before them shall be final and binding on both parties.
  - The arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of the Agreement or the City's Personnel Rules.
  - The arbitrator shall issue a written decision within forty-five (45) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

**ATTACHMENTS**

- A. Resolution Approving the Tentative Agreement between the City of Antioch and Public Employees' Union Local 1, and Authorizing the Finance Director to make any necessary adjustments to the FY2015/16 budget to implement the provisions of the Tentative Agreement.

Exhibit 1 – Tentative Agreement Between the City of Antioch and Public Employees' Union Local 1 for the Period of April 1, 2015 – March 31, 2017.

**RESOLUTION NO. 2016/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH  
AND PUBLIC EMPLOYEES' UNION LOCAL 1 FOR THE PERIOD OF APRIL 1, 2015  
– MARCH 31, 2017, AND AUTHORIZING THE FINANCE DIRECTOR TO ADJUST  
THE FY 2015/16 BUDGET**

**WHEREAS**, the City and the Public Employees' Union Local 1 had a Memorandum of Understanding covering the period of April 1, 2012 – March 31, 2015; and

**WHEREAS**, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of Public Employees' Union Local 1 to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and Public Employees' Union Local 1 reached a Tentative Agreement for a successor Memorandum of Understanding for the period of April 1, 2015 through March 31, 2017.

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

**Section 1.** That the Tentative Agreement between the City of Antioch and Public Employees' Union Local 1 for the period of April 1, 2015 – March 31, 2017, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** The Finance Director is authorized to amend the FY2015/16 budget to implement the provisions of the Tentative Agreement.

\* \* \* \* \*

**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 23<sup>rd</sup> day of February, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**TENTATIVE AGREEMENT**  
**Between**  
**City of Antioch and Public Employees Local 1**

December 9, 2015

1. Two-year contract ending March 31, 2017.
2. Article 11.1 Salaries
  - 2.5% wage increase effective the first full pay period of January 2016.
  - 0.25% wage increase effective the first full pay period of January 2017.
3. Article 12.8. Flexible Benefits (Cafeteria) Plan
  - Effective December 2016 the City contribution for employees in the bargaining unit represented by Local 1 shall equal the contribution for Management-Executive bargaining unit, except that if an employee selects deferred compensation in lieu of a benefit, the reimbursement to the employee shall be reduced to 50%.

Below is the language for the concept above.

A. Effective December 2016, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:

1. For each employee who is eligible for employee only medical coverage, the City shall contribute \$848.04 per month plus the increase required in d. below.
2. For each employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,322.39 per month plus the increase required in d. below.
3. For each employee who is eligible for family medical coverage, the City shall contribute \$1,645.81 per month plus the increase required in d. below.

B. Effective each January 1 for the duration of this agreement, the amounts specified in Section 12.8. A will be increased by the amounts determined pursuant to the following procedures:

- a. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
- b. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
- c. The City then shall divide the sum of the increases by the total current City contribution to the cafeteria plan for each of the appropriate two

plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.

- d. The City would then increase the amounts provided in Section 12.8 .A above by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section 12.8.A of this Document by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

- C. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
  1. During the designated Open Enrollment Period each year, each employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefit Plan.
  2. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefit Plan to cover the cost of such selections.
  3. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City.
  4. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.
  5. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible

for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

#### 4. Article 10.5 Acting Pay

An employee who is assigned in writing, and approved by the Department Head or his/her designee, to assume the responsibilities and to perform substantially all of the day-to-day duties of a higher paying classification for a minimum of eight (8) hours shall be paid acting pay. Acting pay shall be five percent (5%) of base pay per day or the lowest salary step in the higher classification, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

Eligibility for Acting Pay shall be after the completion of five (5) working days in the acting assignment, unless a forty (40) hour qualifying period has already been completed.

Acting assignments shall be offered to the most qualified eligible employee, as determined by the Department Head. If employees' qualifications are substantially equal, as determined by the Department Head, then acting assignments shall be offer to a regular employee prior to offering the assignment to a probationary employee.

#### 5. ARTICLE 23 – GRIEVANCE PROCEDURE

Effective on adoption of the MOU by the City Council

A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of the following:

Grievances filed regarding the following shall be filed at the Sub-Article 23.1 of the grievance procedure and may be processed up to and including Sub-Article 23.4 of the grievance procedure

- Personnel Rules
- Merit System Rules and Regulations
- Employer/Employee Relations' Ordinance
- Memorandum of Understanding

Grievances filed regarding the following shall be filed at Sub-Article 23.1of the grievance procedure and may be processed up to and including Sub-Article 23.2 of the grievance procedure.

- Department Policies
- Department Procedures

##### 23.1 Initial Discussions

Any employee who believes that he/she has a grievance may discuss his/her complaint with the immediate supervisor in the department in which he/she works in the presence of his/her steward if desired. If the issue is not resolved, or if the employee elects to submit his/her grievance directly to Local 1, the grievance may be referred to the Department Head. If the issue is not resolved, the procedures hereafter specified may be invoked.

23.2 Referral to City Manager

Any employee or any official of Local 1 may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under Sub-Article 23.3 below which has not first been filed and investigated in pursuance of this Sub-Article 23.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing to the Human Resource Director may be referred to Mediation.

An employee or official of Local 1 may file and/or appeal a grievance with respect to the meaning, interpretation, application or enforcement of a Department Policies and Procedures up to and including the City Manager response. The City Manager response shall be final.

23.3 Mediation

In the event a grievance has not been resolved by the procedures set forth above the employee or an official of Local 1 may file a written request for mediation to the Director of Human Resources within thirty (30) calendar days of the date of issuance of the City Manager's response at Sub-Article 23.2. If the parties mutually agree to mediation, either party may request the assistance of a mediator from the State Mediation and Conciliation Service to assist with the resolution of the grievance. Mediation shall occur as soon as practicable after the initial request.

The Mediator does not have the authority to impose a settlement on the parties. Any final settlement of the grievance, mutually agreed to by the parties, shall be reduced to writing and signed by the Grievant, and/or Union (if filed by the Union), and Employer. The final settlement agreement shall be binding on all parties.

All expense of the mediator, if any, shall be shared and equally divided between the Union and/or Employee and the Employer.

23.4

23.4

23.4 Appeal to Arbitration

In the event a grievance has not been resolved by the procedures set forth above the Union, and only the Union, may file an appeal with the City Manager to advance the matter to Arbitration within fifteen (15) calendar days of the City Manager's decision.

23.5 Arbitration

The arbitrator shall be selected by mutual agreement between the Union and the City. If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator.

- The fees and expenses of the arbitrator (including the cost of the list provided by California State Mediation and Conciliation

Service) and court reporter shall be equally shared by the Union and the City.

- Each party, however, shall bear the cost of their own presentation, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs.
- Arbitrator's decisions on matters properly before them shall be final and binding on both parties.
- The arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of this Agreement or the City's Personnel Rules.
- The arbitrator shall issue a written decision within forty-five (45) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

6. *Article 26.15 Electronic Monitoring Devices*

Whenever the City acquires a piece of equipment, including a motor vehicle, that is equipped with electronic monitoring devices, the City shall provide written notification of such devices to the Union within fourteen (14) days.

7. All Tentative Agreements

- Union Representatives
- Salary Survey
- Probation Period
- Discrimination

Tentative Agreement



Michael Davis  
For Local 1

1/28/2016

Date

Tentative Agreement

Glenn Berkheimer  
For the City of Antioch

Date





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director

**SUBJECT:** Tentative Agreement Side Letter between the City of Antioch and Public Employees' Union Local 1

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the Tentative Agreement Side Letter between the City of Antioch and Public Employees' Union Local 1.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

There is no fiscal impact at this time. The Side Letter addresses the review of the Second Shift in Public Works, established by Council Resolution 2002/05.

### **DISCUSSION**

Representatives for the City of Antioch and representatives of the Public Employees Local 1 have met and mutually agreed to the following evaluation of the second shift.

The second shift, established by Council Resolution 2002/05, to be reviewed at least once annually to assess its effectiveness, safety and value to the Public Works Department and the City.

➤ Data gathered with include, but not necessarily be limited to :

- Number of emergency response calls received during hours worked by second shift;
- Number of work orders handled by second shift only;
- Number of calls/work orders referred to standby shift;
- Estimated overtime costs saved by second shift only responses, rather than standby shift call out.

➤ Data shared:

- Each year, the City will meet with Local 1 representatives to share data gathered no later than March 30.

No later than 30 days following the sharing of the above information, or within another time period mutually agreed upon by the parties, the parties shall reconvene to discuss the shared data and positions of the parties concerning the continued need for the second shift. The City will make its determination, taking into consideration all positions presented, concerning the continued need for the shift within thirty days, unless another time period is agreed upon by the parties.

**ATTACHMENTS**

A. Resolution Approving the Tentative Agreement Side Letter between the City of Antioch and Public Employees' Union Local 1.

Exhibit 1 – Tentative Agreement Side Letter between the City of Antioch and Public Employees' Union Local 1.

**RESOLUTION NO. 2016/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE TENTATIVE AGREEMENT SIDE LETTER BETWEEN THE  
CITY OF ANTIOCH AND PUBLIC EMPLOYEES' UNION LOCAL 1 FOR THE  
PERIOD OF APRIL 1, 2015 – MARCH 31, 2017**

**WHEREAS**, the City and the Public Employees' Union Local 1 had a Memorandum of Understanding covering the period of April 1, 2012 – March 31, 2015; and

**WHEREAS**, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of Public Employees' Union Local 1 to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and Public Employees' Union Local 1 reached a Tentative Agreement for a successor Memorandum of Understanding for the period of April 1, 2015 through March 31, 2017.

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

**Section 1.** Approve the Tentative Agreement Side Letter between the City of Antioch and Public Employees' Union Local 1 for the period of April 1, 2015 – March 31, 2017, as provided in the attached Exhibit 1 and herein incorporated by reference.

\* \* \* \* \*

**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 23<sup>rd</sup> day of February, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**TENTATIVE AGREEMENT  
Between  
City of Antioch and Public Employees Local 1**

Side Letter of Agreement  
Between  
The City of Antioch  
And  
Public Employees Local 1

Regarding Second Shift

January 11, 2016

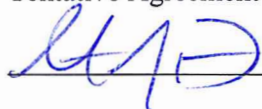
Representatives for the City of Antioch and representatives for Public Employees Local 1 have met and mutually agreed to the following evaluation of second shift.

Second Shift, established by Council resolution 2002/5, will be reviewed at least once annually, to assess its effectiveness, safety and value to the Public Works Department and the City of Antioch.

- Data gathered will include, but not necessarily be limited to:
  - Number of emergency response calls received during hours worked by Second Shift;
  - Number of work orders handled by Second Shift only;
  - Number of calls/work orders referred to Standby Shift;
  - Estimated overtime costs saved by Second Shift only responses, rather than Standby Shift Call out.
  
- Data Shared
  - Each year, the City will meet with Local 1 representatives to share data gathered no later than March 30.

No later than 30 days following the sharing of the above information, or within another time period mutually agreed upon by the parties, the parties shall reconvene to discuss the shared data and positions of the parties concerning the continued need for Second Shift. The City will make its determination, taking into consideration all positions presented, concerning the continued need for the Shift within thirty days, unless another time period is agreed upon by the parties.

Tentative Agreement



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Michael Davis  
For Local 1

Date: 1/28/2016

Glenn Berkheimer  
For the City of Antioch

Date: \_\_\_\_\_



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

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

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

**SUBJECT:** Lease Option Agreement between the City of Antioch and NRG for the RES-BCT Solar Energy Project

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution authorizing the City Manager to enter into a Lease Option Agreement with NRG.

### **STRATEGIC PURPOSE**

This item supports Long Term Strategy N-2 by ensuring the City achieves long-term fiscal sustainability by providing lower cost energy through solar generation, and Strategy K-4 by making key infrastructure improvements in the Northeast Annexation Area by enhancing the usefulness of the NRG power plant property on Wilbur Avenue.

### **FISCAL IMPACT**

The Lease Option Agreement is a tool to secure a site for the Solar Energy Facility. The lease fee is factored into the solar energy price that will be negotiated between the City and NRG through a Remote Power Purchase Agreement. There is no fiscal impact to the City's General Fund resulting from a Lease Option Agreement at this point in time.

### **DISCUSSION**

The California Renewable Energy Self-Generating Bill Credit Transfer Program ("RES-BCT Program") allows a local government to obtain energy from an eligible renewable energy generating facility on property that it owns or controls. In order to secure a site for a photovoltaic solar energy facility that is intended for the RES-BCT Program, staff recommends the City enter into a Lease Option Agreement with NRG as a critical component of the RES-BCT Program.

Under the California Renewable Energy Self-Generating Bill Credit Transfer Program, a local government is permitted to (i) generate or obtain energy from an eligible renewable energy generating facility located within its geographic boundaries and on property that is either owned or under control of such local government, (ii) export such energy to the grid in exchange for bill credits from the utility providing electrical service to such local government, and (iii) allocate such credits among one or more of its other

electricity accounts with such utility. In order to secure a site for a photovoltaic solar energy facility ("Solar Energy Facility") that is designated for the RES-BCT Program, the City must enter into a Lease Option Agreement with NRG to secure a site for construction of the Solar Energy Facility.

NRG Renew approached the City about the RES-BCT Program and proposed to construct, develop, operate and maintain a solar energy facility and supply solar power to the City. The solar energy sold by NRG would be less expensive than buying from the current utility; therefore, the City would achieve savings from lower energy generation cost in its electricity bills. NRG is the owner of the site that is intended for the Solar Energy Facility. The City must enter into a Lease Option Agreement with NRG to participate in the RES-BCT Program. The Lease Option Agreement shall provide the lessor and lessee with usual and customary rights of termination upon default of the other party. If the City and NRG fail to sign a Remote Power Purchase Agreement or if, at any time, either the Remote Power Purchase Agreement or the Sublease Agreement between lessee and developer ceases to be in full force and effect, the Lease Option Agreement automatically terminates.

#### **ATTACHMENTS**

- A. Resolution
- B. Lease Option Agreement

# ATTACHMENT "A"

## RESOLUTION NO. 2016/\*\*

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO APPROVE A LEASE OPTION AGREEMENT BETWEEN THE CITY OF ANTIOCH AND NRG

**WHEREAS**, the California Renewable Energy Self-Generating Bill Credit Transfer Program ("RES-BCT Program") allows a local government to obtain energy from an eligible renewable energy generating facility on property that is either owned or under the control of such local government; and

**WHEREAS**, NRG approached the City about the RES-BCT Program and proposed to construct, develop, operate and maintain a solar energy facility and supply solar power to the City; and

**WHEREAS**, to secure a site for a photovoltaic solar energy facility ("Solar Energy Facility"), the City is required to enter into a Lease Option Agreement with NRG as a critical component of the RES-BCT program; and

**WHEREAS**, the Lease Option Agreement is merely a tool to secure a site for the Solar Energy Facility and the lease fee will be factored into a predetermined energy price through a Remote Power Purchase Agreement; and

**WHEREAS**, if the City and NRG fail to enter into a Remote Power Purchase Agreement or, if, at any time, either the Remote Power Purchase Agreement or the Sublease Agreement between lessee and developer ceases to be in full force and effect, the Lease Option Agreement automatically terminates.

**NOW, THEREFORE**, the City Council finds and determines as follows:

**Section 1.** The above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

**Section 2.** The City Manager is hereby authorized and directed to enter into the Lease Option Agreement with NRG, on behalf of City.

**Section 3.** The City Manager is hereby authorized to accept minor language modifications to the Lease Option Agreement with the concurrence of the City Attorney

**Section 4.** The City Manager or his designee is authorized to enter into negotiation with NRG for the solar energy price through a Remote Power Purchase Agreement.

**Section 5.** This Resolution shall take effect immediately upon adoption.



**RESOLUTION NO. 2016/\*\***

February 23, 2016

Page 2

\* \* \* \* \*

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 23<sup>rd</sup> day of February, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

AZ

## LEASE OPTION AGREEMENT

This LEASE OPTION AGREEMENT (this "**Option Agreement**") is made and dated as of February \_\_, 2016 (the "**Effective Date**"), by and between NRG Delta LLC, a Delaware limited liability company ("**Owner**"), and City of Antioch, a California municipal corporation ("**Grantee**"). Owner and Grantee is each sometimes referred to as a "**Party**" and together as the "**Parties**".

### RECITALS

WHEREAS, Owner owns the real property located in Antioch, California more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**");

WHEREAS, NRG Solar DG LLC, a Delaware limited liability company ("**Developer**"), intends to design, develop, construct, finance, own, and operate an approximately 2 MW solar power generating facility and associated interconnection and telecommunication equipment (collectively, the "**Solar Energy Facility**") on an approximately 13 acre portion of the Property more particularly described on Exhibit B attached hereto and incorporated herein (the "**Site**");

WHEREAS, Owner has granted to Developer a nonexclusive, irrevocable license with respect to the Site (the "**Development License Agreement**") for the purpose of conducting certain investigations, examinations and studies of the Site prior to construction of the Solar Energy Facility;

WHEREAS, under the California Renewable Energy Self-Generation Bill Credit Transfer ("**RES-BCT**") program established by the California legislature in Assembly Bill 2466 and codified in Public Utilities Code Section 2830 ("Section 2830"), a local government (including a special district) is permitted to (i) generate or obtain energy from an eligible renewable energy generating facility located within its geographic boundaries and on property that is either owned by or under the control of such local government and (ii) export such energy to the grid in exchange for electricity bill credits which it may allocate among one or more of its electricity accounts;

WHEREAS, Grantee is a "local government" and the Solar Energy Facility will be an "eligible renewable energy generating facility", in each case, within the meaning of such terms under the RES-BCT program and Section 2830, and the Site is located within Grantee's geographic boundaries;

WHEREAS, in order to leverage Grantee's eligibility for the RES-BCT program, Developer and Grantee intend to enter into a Remote Power Purchase Agreement (the "**RPPA**"), pursuant to which Developer will sell and Grantee will purchase all of the energy generated by the Solar Energy Facility up to 2 MW, which energy Grantee will then export to the Pacific Gas & Electric ("**PG&E**") transmission

and distribution grid in exchange for credits on Grantee's electricity bills from PG&E;

WHEREAS, in order to interconnect the Solar Energy Facility to PG&E's transmission and distribution grid, Developer, Grantee and the Solar Energy Facility must comply with PG&E's applicable interconnection requirements, including Electric Rule No. 21 ("**Rule 21**") which provides, *inter alia*, that Grantee must possess "site exclusivity" with respect to the Site, through at least the commercial operation date of the Solar Energy Facility, in the form of ownership, a leasehold interest, development rights, or an option to purchase or acquire a leasehold interest in the Site; and

WHEREAS, in order to obtain Site control and Site exclusivity, as required under the RES-BCT program and Rule 21, respectively, Grantee desires to enter into this Option Agreement, and Owner is willing to enter into this Option Agreement, in each case on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner and Grantee hereby agree to the foregoing recitals and as follows:

## **AGREEMENT**

1. Exclusive Lease Option. Owner grants Grantee an exclusive right and option (the "**Option**") during the Option Term (defined below) to enter into a lease agreement (the "**Lease Agreement**"), on the terms attached hereto as Exhibit C and incorporated herein (together with such modifications and additional terms as the Parties may mutually agree, the "**Lease Terms**"), for the lease of the Site, including all of Owner's right, title and interest in and to any rights, licenses, privileges, and easements appurtenant thereto, for the purpose of (i) establishing Site control and exclusivity as required by the RES-BCT program and Rule 21 and (ii) subleasing the Site to Developer to be used for the design, development, construction, financing, ownership, and operation of the Solar Energy Facility and the generation and transmission of electrical energy therefrom (collectively, the "**Solar Operations**").

1.1. Exercise of Option. The Parties agree to use commercially reasonable efforts to negotiate and agree upon a form of Lease Agreement as promptly as practicable following the Effective Date. Upon satisfaction of the conditions precedent set forth in Section 1.2, Grantee shall have the right to exercise the Option by providing written notice of exercise ("**Notice of Exercise**") of the Option to Owner by no later than 5:00 p.m. Pacific Time on the Expiration Date (or such earlier date on which this Option Agreement is terminated in accordance with its terms), together with 3 originals of the Lease Agreement duly executed by

Grantee. If Grantee timely and properly exercises its Option, Owner shall promptly execute the 3 originals of the Lease Agreement and a Memorandum of Lease Agreement, suitable for recording, and return one such executed original of the Lease Agreement and the executed memorandum of Lease Agreement to Grantee. Promptly following receipt thereof, Grantee shall, at its sole cost, record the Memorandum of Lease Agreement in the real property records of Contra Costa County, California (the "**Records**").

1.2. Conditions Precedent to Option. Grantee's right to exercise the Option shall be subject to the prior satisfaction of the following conditions precedent:

- (i) the Option Payment (defined herein) from Grantee to Owner shall have been paid in full in accordance with Section 3;
- (ii) the Parties shall have mutually agreed upon a final form of Lease Agreement;
- (iii) Grantee and Developer shall have entered into the RPPA, and the RPPA shall be in full force and effect;
- (iv) simultaneously with Grantee's exercise of the Option and entry into the Lease Agreement, Grantee shall sublease the Site to Developer pursuant to a sublease agreement, in form and substance reasonably acceptable to Owner, and such sublease agreement shall, immediately upon such exercise, be in full force and effect; and
- (v) receipt of all governmental approvals and third party consents necessary for Grantee to exercise the Option and execute, deliver and perform its obligations under the Lease Agreement (including all approvals of the City Council of Grantee and of each other agency, department, commission, entity, body, or person having or asserting authority over or in respect of Grantee, Owner, the Property, the Site, this Option Agreement, the Lease Agreement, or the transactions contemplated hereunder or thereunder).

1.3. Expiration of Option. In the event Grantee does not exercise the Option by 5:00 p.m. Pacific Time on December 31, 2016, or such later date as the Parties may mutually agree in a writing signed by both Parties (the "**Expiration Date**"), this Option Agreement shall automatically terminate as to all of the Site, without further action by either Party or the necessity of recording any further documentation, and the rights granted by Owner to Grantee in this Section 1 shall be of no further force or effect.

2. Term. The rights granted in this Option Agreement begin on the Effective Date and terminate on the earliest of (a) the Expiration Date, (b) the date

Grantee exercises the Option in accordance with Section 1, and (c) the date on which either Party terminates this Option Agreement in accordance with Section 6.2 or Section 6.3, as applicable (the "**Option Term**").

3. Option Payment. Grantee shall pay to Owner a one-time, upfront fee on the Effective Date in the amount of one dollar (\$1.00) (the "**Option Payment**"). The Option Payment shall constitute Owner's sole and exclusive compensation for entering into this Option Agreement and granting the Option to Grantee for the Option Term.

4. Owner's Covenant Not to Encumber. During the Option Term, Owner will not sell, contract to sell, assign, lease, or otherwise transfer or encumber the Site, unless such sale, contract to sell, assignment, or lease is subject to the Grantee's exclusive rights under this Option Agreement.

5. Reservation of Rights; Existing Encumbrances. Notwithstanding anything to the contrary herein, Owner expressly reserves all rights of access, occupancy and use with respect to the Site as are necessary for (i) the continuation of Owner's current operations and the inspection and maintenance of Owner's facilities on the Property and (ii) the inspection and monitoring of the Solar Energy Facility and Developer's and Grantee's activities on the Property, including the construction, maintenance and operation of the Solar Energy Facility. In addition, Grantee acknowledges and agrees that the Option, the Lease Agreement, and all rights of Grantee hereunder and thereunder shall be subject and subordinate to all existing encumbrances on or in respect of the Site.

Grantee acknowledges, accepts, and agrees to such reservation. Grantee further acknowledges and agrees that this Option Agreement, the Option, the Lease Agreement, and all of Grantee's rights and interests under each of them shall be subject and without prejudice to such reserved rights of Owner, and Grantee shall promptly take such actions, furnish such instruments and other documentation, and provide such other cooperation as Owner may reasonably request in order to effect, preserve and protect such reservation of rights.

6. Default; Termination.

6.1. Defaults. Each of the following events shall constitute an event of default (each, an "**Event of Default**") by the applicable Party and shall permit the non-defaulting Party to terminate this Option Agreement and/or pursue all other available remedies:

6.1.1. A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing; or

6.1.2. The failure or omission by a Party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Option Agreement, and such failure or omission has continued for thirty (30) days (or, if such failure or omission cannot reasonably be cured within such thirty (30)-day period, such longer period as may reasonably be required to cure such failure or omission, not to exceed sixty (60) days) after written notice from the other Party.

6.2. Termination for Event of Default. If an Event of Default with respect to a Party has occurred and remains uncured after any relevant cure period described in Section 6.1, above, then the non-defaulting Party shall have the right to terminate this Option Agreement immediately upon written notice to the defaulting Party.

6.3. Termination for Convenience. Grantee, at its sole and absolute discretion, may terminate this Option Agreement at any time upon thirty (30) days' prior written notice to Owner.

6.4. Effect of Termination. Upon the termination of this Option Agreement, Grantee shall execute and deliver to Owner, and shall record in the Records a quitclaim deed or other instrument evidencing such expiration or termination of Grantee's interest in the Site.

## 7. Confidentiality.

7.1. Confidential Information. The term "**Confidential Information**", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, or (c) was independently developed by Receiving Party without reverse engineering of or otherwise being derived from Confidential Information, as evidenced by written records thereof.

7.2. Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose (the "**Disclosing Party**") Confidential Information to the other party (the "**Receiving Party**"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information as confidential; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

7.3. Permitted Disclosures. Notwithstanding anything to the contrary in this Section 7, disclosures of Disclosing Party's Confidential Information by Receiving Party in accordance with this Section 7.3 are allowed. To the extent

permitted by applicable law, Receiving Party shall use commercially reasonable efforts to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 7.3.2 or 7.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

7.3.1. Disclosure to employees, agents, consultants, counsel, advisors, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Option Agreement.

7.3.2. Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

7.3.3. Disclosure by Grantee in response to a request pursuant to the California Public Records Act.

7.4. Conclusion of Agreement. The confidentiality obligations of each Party hereunder shall continue during the Option Term and, unless the Parties enter into the Lease Agreement (in which case, the confidentiality provisions of the Lease Agreement shall replace and supersede the provisions of this Section 7) for a period of two (2) years after the Option Term. Receiving Party shall return to Disclosing Party or destroy Disclosing Party's Confidential Information (including all copies thereof) in Receiving Party's possession upon termination or expiration of this Option Agreement, if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law; provided, in each case, that any such retained Confidential Information shall be held subject to the confidentiality obligations of this Option Agreement until such Confidential Information is returned to Disclosing Party or destroyed in accordance with this Section 7.4.

## 8. Representations and Warranties.

8.1. Owner makes the following representations and warranties to the Grantee, which shall be effective as of the execution of this Option Agreement, and shall continue to be effective at and survive commencement of the Lease Agreement:

8.1.1. Owner is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware and is

qualified to do business in any such state where the failure to so qualify would have a material adverse effect on its ability to perform its obligations under this Option Agreement and in respect of which no action relating to insolvency, liquidation or suspension of payments has been taken.

8.1.2. The execution, delivery and performance of this Option Agreement by Owner has been duly authorized by all necessary corporate action on the part of Owner and does not and will not require the consent of any other party to any other agreement with Owner.

8.1.3. This Option Agreement has been duly executed and delivered by Owner. This Option Agreement constitutes the legal, valid, binding and enforceable obligation of Owner.

8.1.4. No authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of Owner in connection with the execution, delivery and performance of this Option Agreement except those which have already been obtained or which Owner anticipates will be timely obtained in the ordinary course of performance of this Option Agreement.

8.1.5. Neither Owner nor any of its agents (including without limitation employees, directors, officers, shareholders or any other representatives of Owner) has sold, assigned, transferred, leased, subleased, granted any option rights with respect to, or encumbered in any way any of Owner's interest in or to the Site to or for the benefit of any party other than Grantee except as of record as of the Effective Date.

8.1.6. Owner has the full power and authority to enter into and consummate this Option Agreement and the Lease Agreement on the Lease Terms. Owner is the only person or entity with rights in the Site, except existing recorded encumbrances, and no further consent by any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required to consummate the transactions contemplated in this Option Agreement.

8.1.7. As of the Effective Date, the fee simple and mineral estates in the Site may be subject to one or more encumbrances, mortgages, reservations, and other interests recorded in the Records. Owner agrees that, in the event the Parties execute the Lease Agreement, Owner will cooperate with Grantee, at Grantee's expense, in obtaining any necessary release, consent, non-disturbance, or cooperation agreement from lien holders and any and all other persons having an interest in the fee or mineral estates in the Site at the time the Lease Agreement is executed.



8.1.8. No litigation, bankruptcy proceeding or condemnation of or relating to the Site is pending and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened or anticipated with respect to any matter affecting the Site. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Site prior to execution of the Lease Agreement, Owner shall promptly deliver notice thereof to Grantee.

8.2. Grantee makes the following representations, warranties, and covenants to the Owner, which shall be effective as of the execution of this Option Agreement, and shall continue to be effective at and survive commencement of the Lease Agreement:

8.2.1. Grantee is a California municipal corporation, in respect of which no action relating to insolvency, liquidation or suspension of payments has been taken.

8.2.2. The execution, delivery and performance of this Option Agreement by Grantee has been duly authorized by all necessary corporate, municipal and other governmental action on the part of Grantee and does not and will not require the consent of any other party to any other agreement with Grantee.

8.2.3. This Option Agreement has been duly executed and delivered by Grantee. This Option Agreement constitutes the legal, valid, binding and enforceable obligation of Grantee.

8.2.4. No authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of Grantee in connection with the execution, delivery and performance of this Option Agreement except those which have already been obtained or which Grantee anticipates will be timely obtained in the ordinary course of performance of this Option Agreement.

9. Assignment. Neither Party may sell, convey, lease, assign, mortgage, or otherwise transfer or assign this Option Agreement without the prior, written consent of the other Party; except (i) as otherwise provided in Section 10, and (ii) Owner may, without need for Grantee's consent, assign or otherwise transfer this Option Agreement to any affiliate of Owner in the event Owner sells, conveys, assigns, or otherwise transfers Owner's interest in the Site to such affiliate.

10. Effect of Agreement. The Parties intend that this Option Agreement create a valid right in favor of Grantee to lease the Site on the Lease Terms. Therefore, the rights and option granted in Section 1 shall be deemed an encumbrance upon the Site that shall run with the land and shall be binding upon

the Site, Owner, and its successors and assigns, and shall inure to the benefit of each of the Parties hereto and their respective successors and assigns. Owner covenants and agrees that during the Option Term, any conveyance of the Site or any interest therein by Owner, and any lien or encumbrance attached to the Site by Owner or with Owner's consent shall be subject to Grantee's rights under this Option Agreement and shall expressly state in such conveyance, lien, or encumbrance instrument that such instrument is subject to Grantee's rights hereunder. In the event of any dispute or claim relating to title to the Site, Owner shall protect and defend Grantee's Lease Option under this Option Agreement.

11. Indemnification.

11.1. Grantee will defend, indemnify and hold harmless Owner for, from, and against liability for physical damage to property of Owner or any third party and for physical injuries or death of Owner or any third party, to the extent caused by Grantee's use of and activities on the Site, except to the extent such damages, injuries or death are caused or contributed to by the negligence or willful misconduct of Owner or Owner's tenants, invitees, or permittees (other than Grantee and Grantee's tenants, invitees, or permittees).

11.2. Owner will defend, indemnify and hold harmless Grantee for, from and against liability for physical damage to property of Grantee or any third party and for physical injuries or death of Grantee or any third party, to the extent caused by Owner's use of and activities on the Site, except to the extent such damages, injuries or death are caused or contributed to by the negligence or willful misconduct of Grantee or Grantee's tenants, invitees, or permittees.

12. Zoning and Permitting. Owner hereby agrees that Grantee may, in its sole discretion and immediately following execution of this Option Agreement, commence taking any and all actions as may be necessary or proper for effectuating a change of zoning or permitting of the Site to allow the Solar Operations on the Site; provided that, unless otherwise agreed to in writing by Owner, no such action may be binding upon the Site unless and until the Lease Agreement is effective. Owner shall cooperate with Grantee in Grantee's efforts to effectuate the zoning and permitting of the Site for solar development, including, but not limited to, execution and return of any required documentation to Grantee within ten (10) business days of receipt without additional remuneration to do so; provided, however, that all costs and expenses that may be incurred or assessed directly or indirectly with respect to effectuating the zoning change or the permitting shall be borne by Grantee.

Notwithstanding the above, Grantee retains its full rights and obligations to act in its capacity as a municipal corporation, including exercise of its police power, as to the Site.

13. Liens. Grantee shall keep the Site free and clear of all liens and claims of liens of any kind in connection with Grantee's use of or activities on or in respect of the Site pursuant to this Option Agreement. At least ten (10) days prior to commencing any work or ordering any materials that could give rise to a construction or materialmans' lien, Grantee shall provide written notice thereof to Owner, and Owner shall have the right to post and maintain on the Site a notice of non-responsibility relating thereto. Notwithstanding the foregoing, if Grantee wishes to contest any such lien, Grantee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law. Owner shall not allow any lien or claim of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Site in connection with Owner's use of the Site to attach to Grantee's materials or equipment used on the Site under this Option Agreement.

14. Miscellaneous Provisions.

14.1. Notices. All notices, payments, and other communications to a Party under this Option Agreement must be in writing and be delivered by (a) certified or registered mail (return receipt requested), or (b) personal delivery, or (c) facsimile to the address for such Party set forth below, or to such other address as a Party may, by such notice to the other Party, specify from time to time:

<p>If to Owner:</p> <p>NRG Delta LLC  c/o NRG Renew LLC  100 California St., Suite 650  San Francisco, CA 94111  Fax: 415-398-2406  Attn: Sean Beatty, Regional General Counsel</p> <p>with a copy to Developer:</p> <p>NRG Renew LLC  100 California St., Suite 650  San Francisco, CA 94111  Fax: 415-398-2406  Attn: Legal Department and Joe Corning, Sr. Associate – Business Development</p>	<p>If to Grantee:</p> <p>Steve Duran  City Manager  200 H Street  Antioch, CA 94509</p> <p>with a copy to the City Attorney:</p> <p>Derek Cole  City Attorney  200 H Street  Antioch, CA 94509</p> <p>with a copy to Developer:</p> <p>NRG Renew LLC  100 California St., Suite 650  San Francisco, CA 94111  Fax: 415-398-2406  Attn: Legal Department and Joe Corning, Sr. Associate – Business Development</p>
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14.2. Waiver. The failure of a Party to insist on the strict performance of any provision of this Option Agreement or to exercise any right, power, or remedy upon a breach of any such provision will not constitute a waiver of any provision hereof or limit the party's right to enforce any provision hereof or exercise any right hereunder in the future.

14.3. Modifications; Amendments. No modification or amendment of this Option Agreement is valid unless made in writing and executed by both Parties.

14.4. Legal Matters.

14.4.1. Governing Law; Dispute Resolution. This Option Agreement and any disputes arising out of this Option Agreement shall be governed by and construed under the laws of the State of California, without regard to principles of conflicts of law. In the event of any dispute or claim that arises out of or that relates to this Option Agreement, or to the interpretation, termination, breach, existence, scope, or validity thereof (a "**Dispute**"), the Dispute shall be brought in the United States District Court for Northern California or any state court of California located in Contra Costa County.

14.4.2. Consequential Damages Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS OPTION AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND GRANTEE HEREBY WAIVE ANY AND ALL RIGHTS TO RECOVER CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS OPTION AGREEMENT.

14.4.3. Attorney Fees. In any proceeding to enforce any of the terms, covenants or conditions of this Option Agreement, the prevailing party shall be entitled to recover from the other party or parties thereto reimbursement for all reasonable expenses, costs and attorneys' fees incurred in connection therewith.

14.5. Estoppel Certificates. From time to time during the Option Term, and in any event within fifteen (15) days after the request of Grantee, Owner shall execute and deliver to Grantee an estoppel certificate in a form satisfactory to Grantee (an "Estoppel Certificate").

14.6. Counterparts. This Option Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

14.7. No Partnership. Nothing contained in this Option Agreement shall be construed to create an association, joint venture, trust or partnership between the Parties.

14.8. Entire Agreement. This Option Agreement, including all schedules and exhibits hereto, constitutes the entire and final agreement and understanding of the Parties and supersedes all prior agreements and understandings between the Parties related to the subject matter hereof.

14.9. Third Party Beneficiaries. The Parties hereto agree that there are no third party beneficiaries, intended or otherwise, by this Option.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantee and Owner have caused this Option Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

NRG DELTA LLC,  
as Owner

By: \_\_\_\_\_  
John Chillemi, President

CITY OF ANTIOCH  
as Grantee

By: \_\_\_\_\_  
Steve Duran, City Manager

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Derek Cole  
City Attorney

## EXHIBIT A

### DESCRIPTION OF PROPERTY

#### Legal Description:

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows:

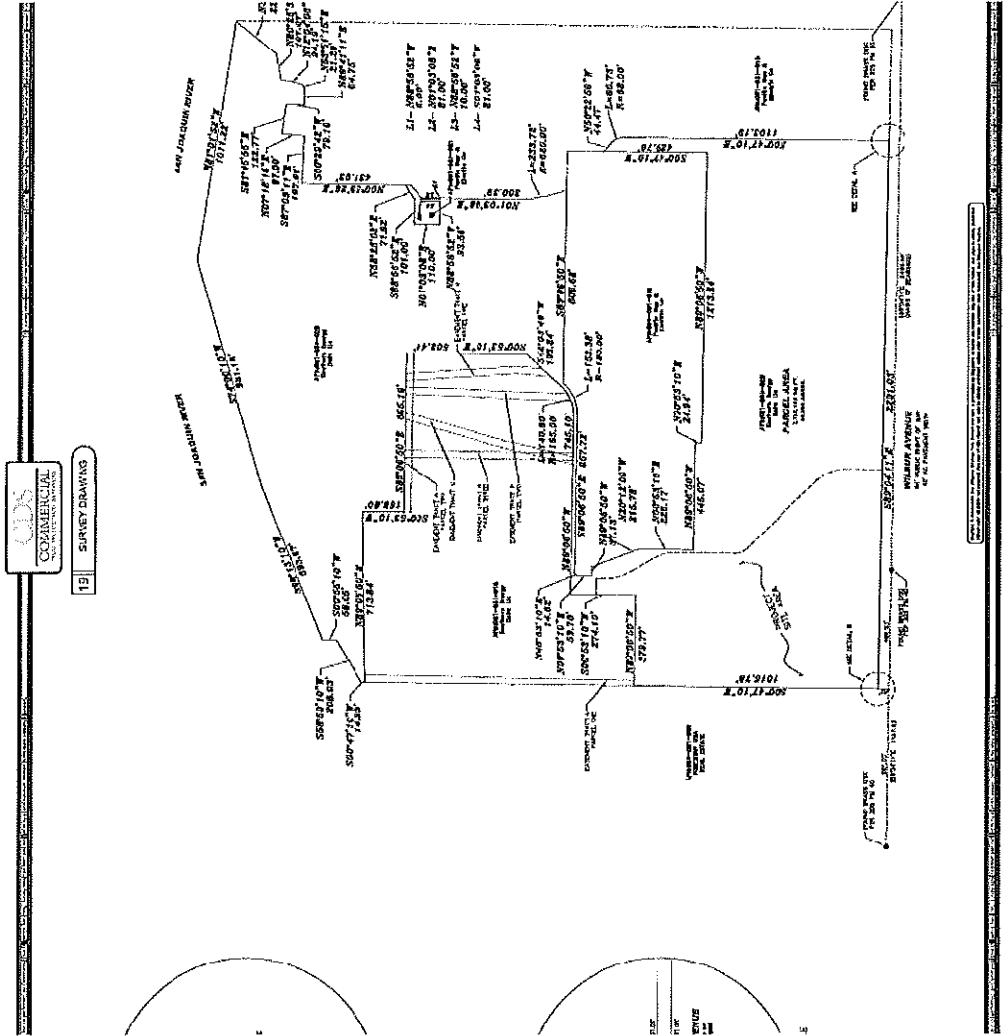
FEE TRACT A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL "B" OF MINOR SUBDIVISION 09-0011, AS RECORDED IN BOOK 205 OF PARCEL MAPS AT PAGE 39, CONTRA COSTA COUNTY RECORDS. EXCEPTING THEREFROM THAT PORTION OF LAND GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, IN THAT CERTAIN GRANT DEED RECORDED DECEMBER 18, 2013 AS INSTRUMENT NO. 2013-0290628-00, CONTRA COSTA COUNTY OFFICIAL RECORDS. EASEMENT TRACTS A, B, AND C, WHICH EASEMENTS WERE RESERVED IN THAT CERTAIN GRANT DEED RECORDED DECEMBER 02, 2010, AS INSTRUMENT NO. 2010-0272553, AND WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: EASEMENT TRACT A: EASEMENT FOR POTABLE WATER SUPPLY LINE OVER AND ACROSS THE FOLLOWING TWO PARCELS OF LAND BEING A PORTION OF SECTION 16, T2N, R2E, MOUNT DIABLO BASE & MERIDIAN, IN THE COUNTY OF CONTRA COSTA, IN THE STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL ONE BEGINNING AT THE NORTHWEST CORNER OF PARCEL 'A', AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 205 OF PARCEL MAPS AT PAGE 39, CONTRA COSTA COUNTY RECORDS; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY LINE OF SAID PARCEL, SOUTH 00° 47' 10" WEST 1125.54 FEET TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF PARCEL 'A' SOUTH 89° 06' 50" EAST 22.00 FEET; THENCE LEAVING SAID LINE NORTH 01° 15' 47" EAST 1126.53 FEET TO THE NORTHERLY LINE OF SAID PARCEL 'A'; THENCE ALONG SAID LINE SOUTH 89° 06' 50" WEST 31.39 FEET TO THE POINT OF BEGINNING. PARCEL TWO BEGINNING AT THE NORTHEAST CORNER OF PARCEL .A., AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 205 OF PARCEL MAPS AT PAGE 29, CONTRA COSTA COUNTY RECORDS; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID PARCEL, NORTH 89° 06' 50" WEST 665.16 FEET; THENCE LEAVING SAID LINE SOUTH 00° 53' 10" WEST 28.00 FEET; THENCE RUNNING PARALLEL TO SAID NORTHERLY LINE SOUTH 89° 06' 50" EAST 665.16 FEET TO THE EASTERLY LINE OF SAID PARCEL 'A'; THENCE ALONG SAID LINE NORTH 00° 53' 0" EAST 28.00 FEET TO THE POINT OF BEGINNING. EASEMENT TRACT B: THREE 30-FOOT-WIDE EASEMENTS FOR UNDERGROUND HIGH-VOLTAGE ELECTRICAL LINES, BEING A PORTION OF SECTION 16, T2N, R2E, MOUNT DIABLO BASE & MERIDIAN, IN THE COUNTY OF CONTRA COSTA, IN THE STATE OF CALIFORNIA, THE CENTERLINES OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL ONE COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'A', AS

SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 205 OF PARCEL MAPS AT PAGE 39, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 89° 06' 50" WEST 101.15 FEET TO THE CENTERLINE OF A 30 FOOT WIDE EASEMENT AND THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE SOUTH 03° 28' 07" EAST 467.56 FEET AND SOUTH 04° 59' 53" WEST 121.55 FEET TO A LINE DIVIDING PARCEL 'A' AND PARCEL 'B', AS SAID PARCELS ARE SHOWN ON SAID PARCEL MAP, AND THE END OF THIS EASEMENT. SIDE LINES TO BE SHORTENED OR LENGTHENED AS NECESSARY. PARCEL TWO COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'A', AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 205 OF PARCEL MAPS AT PAGE 39, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 89° 06' 50" WEST 156.33 FEET TO THE CENTERLINE OF A 30 FOOT WIDE EASEMENT AND THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE SOUTH 02° 35' 02" WEST 686.91 FEET TO A LINE DIVIDING PARCEL 'A' AND PARCEL 'B', AS SAID PARCELS ARE SHOWN ON SAID PARCEL MAP, AND THE END OF THIS EASEMENT. SIDE LINES TO BE SHORTENED OR LENGTHENED AS NECESSARY. PARCEL THREE COMMENCING AT THE NORTHEAST CORNER OF PARCEL .A., AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 205 OF PARCEL MAPS AT PAGE 39, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 89° 06' 50" WEST 421.98 FEET TO THE CENTERLINE OF A 30 FOOT WIDE EASEMENT AND THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE SOUTH 00° 53' 26" WEST 719.71 FEET TO A LINE DIVIDING PARCEL 'A' AND PARCEL 'B', AS SAID PARCELS ARE SHOWN ON SAID PARCEL MAP, AND THE END OF THIS EASEMENT. SIDE LINES TO BE SHORTENED OR LENGTHENED AS NECESSARY. EASEMENT TRACT C A 30 FOOT WIDE EASEMENT FOR OVERHEAD ELECTRICAL WIRES, BEING A PORTION OF SECTION 16, T2N, R2E, MOUNT DIABLO BASE & MERIDIAN, IN THE COUNTY OF CONTRA COSTA, IN THE STATE OF CALIFORNIA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF PARCEL 'A', AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 205 OF PARCEL MAPS AT PAGE 39, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 89° 06' 50" WEST 261.64 FEET TO THE CENTERLINE OF A 30 FOOT WIDE EASEMENT AND THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE SOUTH 16° 21' 26" WEST 425.14 FEET AND SOUTH 13° 02' 13" WEST 301.74 TO THE SOUTHERLY LINE OF A 60 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS, AS SHOWN ON SAID PARCEL MAP, AND THE END OF THIS EASEMENT. SIDE LINES TO BE SHORTENED OR LENGTHENED AS NECESSARY. APN: 051-031-020



# EXHIBIT B

## DESCRIPTION OF SITE



**EXHIBIT C**

**LEASE TERMS**

Lessor	[____], and its heirs, successors, and assigns (collectively, the " <b>Lessor</b> ")
Lessee	[____] (the " <b>Lessee</b> " and together with Lessor, the " <b>Parties</b> ")
Site	All of that real property located in [____], California identified as: [____] (the " <b>Site</b> ").
Lease Agreement	An exclusive lease of the Site from Lessor to Lessee solely and exclusively to cause or permit the construction, development, operation, maintenance, repair, replacement and removal of a photovoltaic solar energy facility (the " <b>Solar Energy Facility</b> "), together with a right of access on, over, and across the Site for the purpose of causing or permitting such construction, development, operation, maintenance, repair, replacement and removal of the Solar Energy Facility installed on the Site and such light, transmission, and other rights as may be necessary or desirable for the operation of the Solar Energy Facility (the " <b>Lease Agreement</b> ").
Lease Term <sup>1</sup>	A [____] year initial lease period (the " <b>Initial Term</b> "); provided, that upon [[____] ([____]) [days][months] prior written notice to Lessor, Lessee shall have the right to extend the lease period for [____] ([____]) additional, consecutive periods of [____] ([____]) years each (each, an " <b>Extension Term</b> ", and collectively with the Initial Term, the " <b>Lease Term</b> ").
Lease Term Payments	During the Initial Term and each Extension Term (if any), Lessee shall pay Lessor non-refundable rent of [____] dollars (\$[____]) per year, paid in equal monthly installments of [____] dollars (\$[____]).
Termination; Effect of Termination	The Lease Agreement shall provide each Party with usual and customary rights of termination upon default of the other Party. In addition, if, at any time, either the Remote Power Purchase Agreement or the Sublease Agreement between Lessee and Developer ceases to be in full force and effect, the Lease Agreement shall automatically terminate; provided,

<sup>1</sup> Lease Term will be coterminous with the RPPA.

	<p>that, in lieu of such termination, Developer may elect, in its sole discretion, to assume all of Lessee's rights and obligations under the Lease Agreement, whereupon Lessee shall take all such actions as are reasonably required to assign the Lease Agreement to Developer.</p> <p>Upon the expiration or earlier termination of the Lease Agreement (unless Lessee shall have assigned its rights and obligations thereunder to Developer), Lessee shall within [____] [days][months] (a) cause all equipment and infrastructure of all kinds belonging to Lessee or any subtenant of Lessee, whether attached to the land or not, to be removed from the Site, and (b) restore the Site to substantially the same condition as it was in as of the effective date of the Lease Agreement.</p> <p>Upon the expiration or earlier termination of the Lease Agreement as to all or any portion of the Site, Lessee shall execute and deliver to Lessor, and shall record in the real property records of [____], California, a quitclaim deed or other instrument evidencing such expiration or termination of Lessee's interest in the Site or applicable portion thereof.</p>
<p>Assignment; Successors and Assigns [Conform to assignment of Option (if not already)?]</p>	<p>Neither Party shall have the right to transfer or assign the Lease Agreement without the prior, written consent of the other Party; except that Lessor may, without need for Grantee's consent, assign or transfer the Lease Agreement to any affiliate of Lessor in the event Lessor sells, conveys, assigns, or otherwise transfers Lessor's interest in the Site to such affiliate. The Lease Agreement shall burden the Site and shall run with the land, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective heirs, transferees, successors and assigns, and all persons claiming under them. Any transfer, conveyance, lease, or sale of the Site shall be subject to the Lease Agreement.</p>
<p>Taxes</p>	<p>Lessee shall pay any increase in the real property taxes levied against the Site directly attributable to the installation of Solar Energy Facility on the Site, including any reclassification of the Site as a result of the Solar Energy Facility or the Lease Agreement, to the extent that such increase is not separately assessed</p>

	to Lessee and paid directly by Lessee to the taxing authorities. Lessee shall not be liable for taxes attributable to the underlying value of the Site itself.
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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

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

**SUBJECT:** Card Room Ballot Initiative – Ballot Argument

---

### **RECOMMENDED ACTION**

It is recommended that the City Council:

- 1) Adopt the Resolution Specifying Matters for the June 7, 2016 Special Measure Election;
- 2) Determine whether the City Council wishes to submit a ballot argument against the initiative ordinance limiting card rooms within the City.

### **STRATEGIC PURPOSE**

This agenda item relates to Strategic Management Plan Long Term Goal L, City Administration, and specifically Strategy L-7, Manage the City's Component of Municipal Elections.

### **FISCAL IMPACT**

The City Council has already considered the fiscal impact of this election.

### **DISCUSSION**

On February 9, 2016, the City Council declined to adopt the initiative ordinance dealing with card room limitations in Antioch, and instead adopted a Resolution calling an election on this matter to be consolidated with the June 7, 2016 primary election.

A number of technical follow-up matters now have to be determined, probably the most important of which is to set a deadline for submission of arguments and to determine whether the City Council wishes to submit an argument against the measure.

Historically, the City of Antioch has not permitted rebuttal arguments in measures submitted at elections, instead just authorizing primary arguments. In calling the election two weeks ago, the Council's resolution stated that no rebuttal arguments would be allowed. Thus the date and time of 5:00 p.m. on March 4, 2016 for submission of primary arguments seems to fit the deadlines of the County Elections Department. That date and time is specified in the attached Resolution.

The state law on the issue of who can submit arguments is a bit illogical. Regarding matters that the City Council itself puts on the ballot, such as the elimination of the directly-elected treasurer matter, arguments can be submitted by the Council, individual members, registered voters, or associations of citizens.

However regarding initiative matters that come by circulation of petition, the only arguments that are allowed are the initiative proponents in favor and the City Council (as a body) in opposition, Elections Code Sec. 9282(a). Thus the Council should determine this evening whether it wishes to submit an argument against the proposed ordinance.

An argument submitted by the Council implies that at least three members of the Council support filing an argument. Also, since state law requires arguments to be signed by at least one representative of the organization submitting the argument, it is assumed that the Mayor would sign the argument submitted by the City Council.

If the Council determines that it wishes to submit an argument, we suggest that staff work with the Mayor (and perhaps one other member of the Council) to draft the argument. Absent the call of a special meeting, there would not be time to submit the drafted argument to the entire Council prior to the March 4 deadline, although the argument could be emailed to all Council members for their information. Thus, under this scenario, the Council would be delegating to the Mayor and staff the authority to draft and submit an argument on its behalf.

**ATTACHMENT:**

A. Resolution Specifying Matters for the June 7, 2016 Local Measure Election.

**RESOLUTION NO. 2016/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
SPECIFYING MATTERS FOR THE JUNE 7, 2016  
LOCAL MEASURE ELECTION**

**WHEREAS** the Antioch City Council has called an election to be consolidated with the June 7, 2016 Primary Election on the initiative petition dealing with limiting card rooms within the City and requiring voter approval for new or expanded card rooms; and

**WHEREAS** the City Council wishes to establish further specifics for the conduct of the election;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Contra Costa County Registrar of Voters is requested to consolidate this election with other elections being held on June 7, 2016 in the same territory or in the territory that is in part the same;
2. Pursuant to Section 10002 of the elections Code, the City Council hereby request the Board of Supervisors of Contra Costa County to permit the County Elections Official to render services necessary to place this measure on the ballot of the next general municipal election and to conduct the election of this ballot measure. The City Council recognizes that additional costs may be incurred by the County by reason of these services and agrees to reimburse the County for these costs;
3. The election on this measure shall be held, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, the returns made, and a result ascertained and determined, and all other proceedings conducted in connection with the election, under the regulations of the Registrar of Voters of Contra Costa County, in accordance with the provisions of the law governing general municipal elections in general law cities;
4. The proponent(s) of the initiative and the City Council, pursuant to Elections Code Sec. 9282(a) may submit primary arguments on this ballot measure pursuant to the Elections Code. Such primary arguments shall not exceed 300 words in length and shall be submitted to the City Clerk no later than 5:00 p.m. on March 4, 2016. No rebuttal arguments shall be filed. The rules pertaining to arguments shall be as specified in the Elections Code.

**RESOLUTION NO. 2016/XX**

February 23, 2016

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\* \* \* \* \*

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 23<sup>rd</sup> day of February, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

**SUBMITTED BY:** Derek P. Cole, Interim City Attorney *DC/spd*

**SUBJECT:** Ballot Measure to Change the City Treasurer from Elected to Appointed

---

### RECOMMENDED ACTION

It is recommended that the City Council:

- 1) Determine whether the City Council wishes to submit a ballot in favor of changing the City Treasurer from Elected to Appointed.
- 2) Adopt the Resolution Specifying Matters for the June 7, 2016 Primary Election Ballot Measure.

### STRATEGIC PURPOSE

This agenda item relates to Strategic Management Plan Long Term Goal L, City Administration, and specifically Strategy L-7, Manage the City's Component of Municipal Elections.

### FISCAL IMPACT

With the consolidation of this matter with the card-room initiative the Council has previously approved for submittal to the voters on the June Primary ballot, no additional costs would be incurred.

If the voters approve the conversion of the Treasurer position to an appointed one, the City would save approximately \$22,400 in annual salary and benefits. However, because elections for other elected positions would still go forward, meaning the marginal cost avoided for the Treasurer position is negligible.

### DISCUSSION

With an elected City Treasurer position, California Government Code section 36509 requires the electorate to vote to change it to an appointed position with the ballot question substantially in one of the following form:

Shall the office of City Treasurer be Appointive?

Shall the office of City Treasurer be Appointed?

Staff recommends using the word "appointed" instead of "appointive" given its more common usage now but still being substantially in the form of the question mandated by State Law.

Many Cities have found that it is difficult to get persons to run for Treasurer Position and, often, the duties that could be exercised by the Treasurer are modernly exercised by the Finance Directors or Departments. For this reasons, a number of Cities have placed measures on their local ballots to have the voters consider making the Treasurer Positions appointed.

The elected City Treasurer here in Antioch has the following duties: Review the City's Investment Policy annually and prepare an update for City Council approval, if there are changes to State Law or recommendations from the City's Investment Manager; sign the monthly Treasurer's Report submitted to the City Council, which is prepared by City staff; maintain field checks and review all registers from departments; review weekly checks issued; and if there are any assessment district payoffs, then collect those and gives them to the Finance Department (much rarer with the current housing market). The City Treasurer has recently indicated that these tasks require less than one day of her time every other week. Other duties of the City Treasurer position are handled by the Finance Department.

At the last City Council meeting, the Council directed Staff prepare a resolution to have the issue of an appointed City Treasurer in light of the placement of the Card-Room Initiative on the June Primary ballot. The attached resolution would call for such an election if the Council chooses to adopt it.

**ATTACHMENT:**

- A. Resolution Calling for an Election Concerning the Conversion of the City Treasurer Position to an Appointed One.

RESOLUTION NO. 2016/XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
CALLING FOR A MUNICIPAL ELECTION TO SUBMIT TO THE VOTERS A  
LOCAL BALLOT MEASURE TO MAKE THE OFFICE OF CITY TREASURER  
APPOINTED AND REQUESTING THE BOARD OF SUPERVISORS OF CONTRA  
COSTA COUNTY TO CONSOLIDATE A MUNICIPAL ELECTION ON A LOCAL  
MEASURE WITH OTHER ELECTIONS TO BE HELD ON THE JUNE 7, 2016  
REGULAR ELECTION DATE

**WHEREAS**, a Primary Election is scheduled for June 7, 2016; and

**WHEREAS**, the City Council deems it advisable to submit to the voters a ballot measure to make the office of City Treasurer Appointed instead of Elected because the traditional duties of this part-time office are increasingly handled by professional staff and consultants given the expertise required and the cost savings if not paying a salary stipend or benefits to the officer;

**WHEREAS**, the City Council is authorized to request an order that the ballot measure election be consolidated with other elections to be held on the same day and in the same territory (California Elections Code 10400 *et seq.*); and

**WHEREAS**, it is desirable that said ballot measure election be consolidated with the June 7, 2016 Primary Election; that within the City, the precincts, polling places, and election officers for the two elections be the same; that the Board of Supervisors canvass the returns of the City ballot measure election; and said City ballot measure election be held in all respects as if there were only one election;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANTIOCH:**

**1. Call for Election.** The City Council hereby calls an election on Tuesday, June 7, 2016 for the purpose of submitting to the voters a ballot measure to make the office of City Treasurer Appointed instead of Elected. A majority vote is required for the passage of the ballot measure.

**2. Form of Measure.** The text of the proposed ordinance to be submitted to the voters is attached as Exhibit A to this resolution. The exact form of the measure to be voted upon shall appear on the ballot as follows:

<b>CHANGING THE CITY TREASURER POSITION FROM ELECTED TO APPOINTED.</b> Shall the office of City Treasurer be Appointed?	YES
	NO

**RESOLUTION NO. 2016/XX**

February 23, 2016

Page 2

The measure shall be designated on the ballot by a letter printed on the left margin of the square containing the description of the measure, as provided in California Election Code section 13116.

**3. Transmission to the City Attorney.** The City Clerk is directed, pursuant to Elections Code section 9280, to transmit a copy of the measure to the City Attorney for the purpose of preparing an impartial analysis of the measure to be submitted no later than 4:30 p.m. on Friday, March 4, 2016.

**4. Full Text of the Measure.** The ballot measure question as set forth above is the full text of the measure.

**5. Argument For the Measure.** The City Council authorizes the Mayor, or in his absence, the Mayor Pro Tem on behalf of the City Council to file the written primary argument in support of the ballot measure described above pursuant to Article 4 of Chapter 3 of Division 9 of the California Elections Code. Signatories to the argument shall be determined by the Mayor and may include the Mayor signing on behalf of the Antioch City Council. Arguments for or against the measure shall be no longer than 300 words in length.

**6. Date for Submission of Arguments.** The City Clerk, with the concurrence of the County Elections Official, has fixed 4:30 p.m. Friday, March 4, 2016 as the deadline for submittal of arguments for or against the measure.

**7. Rebuttal Arguments.** No rebuttal arguments shall be allowed.

**8. Consolidation of Election.** The City Council requests and consents that the Board of Supervisors of the County of Contra Costa, State of California order the consolidation of the election in the City of Antioch to be held on June 7, 2016, with any other election(s) to be held on the same regular election date, under California Election Code sections 10400 *et seq.*

**9. Conduct of the Election.** The consolidated election shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, results declared, certificates of election issued, and all other proceedings incidental to and connected with the election shall be regulated and done by the County Clerk in accordance with the provisions of law regulating a regularly scheduled election. The Board of Supervisors is hereby requested to issue all officers of the County charged with duties pertaining to the June 2016 election instructions to take any and all steps necessary for the holding of such consolidated election. (California Elections Code 10418).

**RESOLUTION NO. 2016/XX**

February 23, 2016

Page 3

**10. Costs.** The City will reimburse the County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the Election Official.

**11. Boundaries.** The boundaries of the City have not changed since the November 2014 election.

**12. Filing with County.** The City Clerk is directed to file with the Board of Supervisors and the County Clerk of Contra Costa County certified copies of this resolution.

**13. Filing the Notice.** Pursuant to Elections Code section 9163 and 12111, the City Clerk's Office shall publish the required notice in a newspaper of general circulation in the City of Antioch.

\* \* \* \* \*

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 23th day of February 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

*Exhibit A*


**CHANGING THE CITY TREASURER POSITION FROM ELECTED TO APPOINTED.**  
Shall the office of City Treasurer be appointed?



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

**SUBMITTED BY:** Steve Duran, City Manager 

**SUBJECT:** Council Member Wilson Alternates for City Council Service

---

### **RECOMMENDED ACTION**

It is recommended that the City Council receive Council member Wilson's notice that she is removing Lamar Thorpe and Patrice Guillory as alternates to serve in her place on the City Council if she is unable to fulfill her duty as a City Council Member in times of declared emergencies.

### **STRATEGIC PURPOSE**

This recommended action supports Strategy L-5: Effectively and efficiently manage City Council agenda preparation, noticing and records in that it makes Council Member direction regarding alternates public in that it makes public the Council Member's direction regarding alternates.

### **FISCAL IMPACT**

There is no fiscal impact to this action.

### **DISCUSSION**

It is the tradition of the Antioch City Council that the Mayor and each Council Member appoint up to three alternates for the sole function of filling in for the elected Mayor or Council Member during times of declared emergency when the Council Member is dead or unavailable.

Council Member Wilson submitted a letter to the City Clerk in this regard on February 16, 2016. She still has one alternate and can appoint two more to replace those alternates she has removed at her discretion.

### **ATTACHMENT**

A – Council Member Wilson letter to City Clerk.

RECEIVED

FEB 16 REC'D  
2016  
CITY OF ANTIOCH  
CITY CLERK

February 16, 2016

Dear Mr. Simonsen,

I am giving notice that as of today Tuesday, February 16, 2016 Lamar Thorpe and Patrice Guillory are no longer my alternates for city council.

Thank you,



Monica E Wilson  
Councilmember






## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of February 23, 2016

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

**SUBMITTED BY:** Steve Duran, City Manager 

**SUBJECT:** Removal of Economic Development Commission Member

---

### **RECOMMENDED ACTION**

It is recommended that the City Council ratify Mayor Harper's desire to remove Lamar Thorpe from the Antioch Economic Development Commission effective immediately.

### **STRATEGIC PURPOSE**

This recommended action supports Strategy L-5: Effectively and efficiently manage City Council agenda preparation, noticing and records in that it makes Council Member direction regarding alternates public in that it makes public the Council Member's direction regarding alternates.

### **FISCAL IMPACT**

There is no fiscal impact to this action.

### **DISCUSSION**

Appointments to the Economic Development Commission are made by the Mayor with ratification by the City Council and Economic Development Commissioners serve at the pleasure of the Mayor and City Council.

Mayor Harper would like to have Lamar Thorpe removed from the Economic Development Commission due to Mr. Thorpe's involvement with the Card Room Initiative, which is sponsored by California Grand Casino in Pacheco, California and is in the electoral process in the City of Antioch.

### **ATTACHMENTS**

None