



AGENDA

Antioch City Council REGULAR MEETING

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

Date: Tuesday, November 24, 2020

Time: 6:00 P.M. – Closed Session

7:00 P.M. – Regular Meeting

Place: The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease, is making Antioch City Council meetings available via Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov).

If you wish to make a public comment, you may do so any of the following ways: **(1)** by filling out an online speaker card, located at https://www.antiochca.gov/speaker_card, **(2)** by emailing the City Clerk prior to or during the meeting at cityclerk@ci.antioch.ca.us, or **(3)** by dialing **(925) 776-3057** during the meeting.

The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you are strongly encouraged to submit your comments in writing in advance of the meeting.

Sean Wright, Mayor
Joyann Motts, Mayor Pro Tem
Monica E. Wilson, Council Member
Lamar Thorpe, Council Member
Lori Ogorchock, Council Member

Arne Simonsen, MMC, City Clerk
James D. Davis, City Treasurer

Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney

Online Viewing: <https://www.antiochca.gov/government/city-council-meetings/>

Electronic Agenda Packet: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>

Project Plans: <https://www.antiochca.gov/fc/community-development/planning/Project-Pipeline.pdf>

SPEAKERS' RULES

IMPORTANT NOTICE REGARDING THIS MEETING: To protect our residents, officials, and staff, and aligned with the Governor's Executive Order N-29-20, certain teleconference requirements of the Brown Act have been suspended, including the requirement to provide a physical location for members of the public to participate in the meeting.

Members of the public seeking to observe the meeting may do so at https://www.antiochca.gov/live_stream, on Comcast Channel 24, or AT&T U-Verse Channel 99.

Members of the public wishing to provide public comment may do so in the following ways (#2 pertains to the Zoom Webinar):

1. Fill out an online speaker card located at: https://www.antiochca.gov/speaker_card.
2. Provide oral public comments during the meeting by clicking the following link to register in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers>
 - You will be asked to enter an email address and a name. Your email address will not be disclosed to the public. After registering, you will receive an email with instructions on how to connect to the meeting.
 - When the Mayor announces public comments, click the "raise hand" feature in Zoom. For instructions on using the "raise hand" feature in Zoom, visit: https://www.antiochca.gov/raise_hand.
3. Email comments to cityclerk@ci.antioch.ca.us **prior** to the Mayor announcing that public comment is closed, and the comment will be read into the record at the meeting (350 words maximum, up to 3 minutes, at the discretion of the Mayor). **IMPORTANT:** Identify the agenda item in the subject line of your email if the comment is for Announcement of Community Events, General Comment, or a specific Agenda Item number. All emails received will be entered into the record for the meeting.

Speakers will be notified shortly before they are called to speak.

- When called to speak, please limit your comments to the time allotted (350 words, up to 3 minutes, at the discretion of the Mayor).

After having heard from the public, the agenda item will be closed. Deliberations will then be limited to members of the City Council.

If the Council meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. We will try to make this determination around 10:00 p.m. It is the goal of the City Council to stop discussing agenda items no later than 11:00 p.m.

In accordance with the Americans with Disabilities Act and California law, it is the policy of the City of Antioch to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950, and e-mail: publicworks@ci.antioch.ca.us.

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. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: <https://www.antiochca.gov/notifications/> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. Questions may be directed to the staff member who prepared the staff report, 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 Speaker Request form online at https://www.antiochca.gov/speaker_card. See the Speakers' Rules on the inside cover of this Agenda. The Council can only take action on items that are listed on the agenda. Comments regarding matters not on this Agenda, may be addressed during the "Public Comments" section.

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

PUBLIC COMMENTS for Closed Session

CLOSED SESSION:

- 1) CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session is authorized by California Government Code section 54957.6: Agency designated representatives: Katie Kaneko, City Manager Ron Bernal, Administrative Services Director Nickie Mastay; Employee organization: All bargaining units.

- 2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Initiation of Litigation pursuant to Government Code section 54956.9(c): 1 case.

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

PLEDGE OF ALLEGIANCE

REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 2 FROM THE OCTOBER 13, 2020, REGULAR CITY COUNCIL MEETING: Vance Gattis v. City of Antioch, United States District Court of Northern California Case No. 3:20-cv-02693-EMC.

1. PROCLAMATION

- Homelessness Awareness Month, November 2020

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *PARKS AND RECREATION COMMISSION*
- *SALES TAX CITIZENS' OVERSIGHT COMMITTEE*
- *PLANNING COMMISSION*

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/COMMUNICATIONS

MAYOR'S COMMENTS

PRESENTATION – *Legislative Update, presented by Senator Steven M. Glazer*

2. *CONSENT CALENDAR for City/City Council Members acting as Housing Successor to the Antioch Development Agency*

A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 10, 2020

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

B. APPROVAL OF COUNCIL WARRANTS

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

CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

C. APPROVAL OF HOUSING SUCCESSOR WARRANTS

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

D. RESOLUTION OF SUPPORT FOR A TRANSPORTATION DEVELOPMENT ACT GRANT FOR THE PEDESTRIAN SAFETY IMPROVEMENTS, PHASE II (P.W. 124-2)

Recommended Action: It is recommended that the City Council adopt the Resolution of Support and authorize the filing of a grant application to Metropolitan Transportation Commission (“MTC”) requesting an allocation of Transportation Development Act (“TDA”) Article 3 Pedestrian/Bicycle project funds in the amount of \$90,000 for the Antioch School Pedestrian Safety Improvements Project.

E. RESOLUTION APPROVING AN AGREEMENT WITH MIRACLE PLAY SYSTEMS, INC. FOR JACOBSEN AND MARCHETTI PARK RENOVATION CIP PROJECT (P.W. 7946)

Recommended Action: It is recommended that the City Council adopt a resolution approving the Jacobsen and Marchetti Parks Renovations project and authorizing the City Manager to execute an agreement with Miracle Play Systems for the contract amount not to exceed \$266,492.13.

F. RESOLUTION APPROVING AN AGREEMENT WITH INTERWEST GROUP FOR DEVELOPMENT AND TRAFFIC ENGINEERING SERVICES

Recommended Action: It is recommended that the City Council adopt a resolution approving an agreement with Interwest Group for development and traffic engineering services and authorizing the City Manager to execute the Agreement (“Agreement”). The Agreement is in the amount not to exceed \$700,000 per contract year beginning in Fiscal Year 2020/21 through 2020/23 with the option to extend an additional two years.

PUBLIC HEARING

3. COOKIES CANNABIS DISPENSARY (UP-19-14)

Recommended Action: It is recommended that the City Council consider the Planning Commission's recommendation to adopt the resolution to approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery subject to the conditions contained in the resolution.

COUNCIL REGULAR AGENDA for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency/ Antioch Public Financing Authority

4. PUBLIC HEARING TO REVIEW THE CDBG-CV3 CARES FUND RECOMMENDATIONS AND SUBSTANTIAL AMENDMENT TO 2020-21 ACTION PLAN FOR EXPENDING FEDERAL CDBG AND CDBG-CV AND LOCAL HOUSING SUCCESSOR FUNDING (Continued from 11/10/20)

Recommended Action: 1) It is recommended that the City Council hear final public comment and adopt the resolution approving the Substantial Amendment to the Fiscal Year 2020-21 Action Plan for Federal CDBG and CDBG-CV3 Funds and authorizing the City Manager or designee to make the necessary Fiscal Year 2020-21 Budget Adjustments for the approved funding in the Action Plan.

2) It is recommended that the City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG subcommittee and adopt the Resolution approving Housing Successor Funding for homeless services outlined in the 2020-21 Action Plan and authorizing the City Manager or designee to make the necessary Fiscal Year 2020-21 Budget Adjustments for the approved funding in the Action Plan.

COUNCIL REGULAR AGENDA for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency/ Antioch Public Financing Authority – Continued

5. RESOLUTIONS APPROPRIATING EXPENDITURES FOR ENCUMBRANCES AND PROJECT BUDGETS OUTSTANDING TO THE 2020/21 FISCAL YEAR BUDGET AND APPROVING OTHER AMENDMENTS TO THE 2020/21 FISCAL YEAR BUDGET

Recommended Action: It is recommended that the City Council adopt the following resolutions:

- 1) Resolution of the City Council of the City of Antioch Appropriating Expenditures for Encumbrances and Project Budgets outstanding to the 2020/21 Fiscal Year Budget and approving other amendments to the 2020/21 Fiscal Year Budget;
- 2) Resolution of the Antioch Public Financing Authority approving amendments to the 2020/21 Fiscal Year Budget; and
- 3) Resolution of the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency approving amendments to the 2020/21 Fiscal Year Budget.

6. ADOPTION OF RESOLUTIONS APPROVING A NOT-TO-EXCEED \$15 MILLION DRAWDOWN INSTALLMENT SALE AGREEMENT TO PROVIDE INTERIM FINANCING FOR THE CITY'S BRACKISH WATER DESALINATION PROJECT

Recommended Action: It is recommended that the City Council adopt the following resolutions:

- 1) Resolution of the City Council of the City of Antioch approving installment sale financing in a principal amount not to exceed \$15,000,000 to provide interim financing for capital costs of the Brackish Water Desalination Project, and approving financing documents and official actions; and
- 2) Resolution of the Antioch Public Financing Authority approving installment sale financing in a principal amount not to exceed \$15,000,000 to provide interim financing for capital costs of the Brackish Water Desalination Project, and approving financing documents and official actions.

COUNCIL REGULAR AGENDA for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency/ Antioch Public Financing Authority – Continued

7. ADOPTION OF A RESOLUTION RESCINDING RESOLUTION NO. 2018/93, APPROVING THE INITIATIVE TO RESTRICT DEVELOPMENT IN PORTIONS OF THE SAND CREEK FOCUS AREA, APPROVE A DEVELOPMENT AGREEMENT FOR "THE RANCH" PROJECT IN THAT AREA, AND ALLOW AMENDMENT OF THE URBAN LIMIT LINE BY VOTER APPROVAL ONLY

Recommended Action: It is recommended that the City Council adopt a resolution rescinding Resolution No. 2018/93, approving the Initiative to restrict development in portions of the Sand Creek Focus Area, approve a development agreement for "The Ranch" Project in that area, and allow amendment of the urban limit line by voter approval only ("**The Ranch**" Initiative).

8. ADOPTION OF AMENDED MINUTES FOR THE AUGUST 28, 2018 REGULAR CITY COUNCIL MEETING TO REFLECT THE ADOPTION OF RESOLUTION NO. 2018/156, CONCERNING AGENDA ITEM NO. 5, THE "LET ANTIOCH VOTERS DECIDE" INITIATIVE

Recommended Action: It is recommended that the City Council adopt the amended minutes for the August 28, 2018 regular City Council meeting to reflect the adoption of Resolution No. 2018/156, concerning agenda item No. 5, the "**Let Antioch Voters Decide**" or "**LAVD**" Initiative.

9. ADOPTION OF A RESOLUTION RESCINDING RESOLUTION NO. 2018/156, APPROVING THE INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE

Recommended Action: It is recommended that the City Council adopt a resolution rescinding Resolution No. 2018/156, approving the Initiative To Change General Plan Designations Within The Sand Creek Focus Area and permanently require voter approval of amendments to the urban limit line (the "**Let Antioch Voters Decide**" or "**LAVD**" Initiative).

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.*

MOTION TO ADJOURN – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*



***HOMELESSNESS AWARENESS MONTH
NOVEMBER 2020***

WHEREAS, the month of November is recognized as Homelessness Awareness Month in the United States;

WHEREAS, the purpose of the proclamation is to educate the public and advocate with and on behalf of people experiencing homelessness about the many reasons people are homeless, including the shortage of affordable housing in Contra Costa County;

WHEREAS, there are over twenty organizations in Contra Costa committed to sheltering, providing supportive services, and/or basic resources to people experiencing homelessness;

WHEREAS, the City of Antioch recognizes that homelessness continues to be a serious problem for many individuals and families;

WHEREAS, the 2020 Point in Time Count identified 2,277 homeless individuals in Contra Costa County, with 52 percent experiencing a mental health condition, 50 percent with a substance use issue and 45 percent with a chronic health condition;

WHEREAS, 55 percent of the homeless population in Contra Costa County is between the ages of 25-54 and 33 percent of the population is aged 55 or older;

WHEREAS, 238 unhoused people were counted in the City of Antioch in Contra Costa County;

WHEREAS, a report by the California Housing Partnership found that Contra Costa County needs 33,477 more affordable rental homes to meet the needs of its lowest income renters.

NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby proclaim the month of November 2020, to be "Homeless Awareness Month" and encourage all citizens to recognize that thousands of people in Contra Costa do not have housing and need support from citizens, and private/public non-profit service entities to address the myriad challenges of homelessness.

NOVEMBER 24, 2020

SEAN WRIGHT, Mayor

**1
11-24-20**

BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards and committees. Any interested resident is encouraged to apply for the vacancy listed below. To be considered for these volunteer positions, a completed application must be received in the Office of the City Clerk **by 5:00 p.m., on the dates listed below**. Applications are available at <https://www.antiochca.gov/#>.

EXTENDED DEADLINE DATE: 12/11/2020

➤ **PARKS AND RECREATION COMMISSION**

EXTENDED DEADLINE DATE: 12/04/2020

➤ **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

DEADLINE DATE: 12/04/2020

➤ **PLANNING COMMISSION**

Your interest and desire to serve our community is appreciated.

PARKS AND RECREATION COMMISSION

(Extended Deadline date: 12/11/20)

Two (2) Commissioners, 4-year term vacancies, expiring March 2024

- Parks and Recreation Commission serves in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions.
- Must be a resident of the City of Antioch.
- Surveying all current and future public and private recreation facilities.
- Recommend coordinated recreation programs for the City.
- Survey current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.
- 7 member board – 4 year terms. These terms expire March 2024.
- Meetings are held the third Thursday of every month at 7:00 p.m.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

SALES TAX CITIZENS' OVERSIGHT COMMITTEE

(Extended Deadline date: 12/04/20)

Three (3) Committee Members, 4-year term vacancies, expiring March 2024

One (1) Committee Member, partial-term vacancy, expiring March 2022

- A Sales Tax Citizens' Oversight Committee has been established following the voters passing Ballot Measure C – Transaction and Use (Sales) Tax. This passed at the November 5, 2013 Consolidated Election. At the November 6, 2018 Consolidated Election, the voters passed Ballot Measure W – Transaction and Use (Sales) Tax.
- Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. The Sales Tax Citizens' Oversight Committee shall review the expenditures and report publicly how the funds are being used to address the City Council's stated priorities of maintaining Antioch's fiscal stability, police patrols, 911 emergency response, youth violence prevention programs; ensuring water quality/safety; repairing streets; cleaning up parks/illegal dumping; restoring youth afterschool/summer programs; and other essential services. The Committee's review shall be completed in conjunction with the City's budget process. The Committee's report on its review, whether oral or written, shall be considered by the City Council at a public meeting before April 1 of each year. Any written report shall be a matter of public record.
- The Committee shall meet at least twice a year. The meetings will be public.
- The Sales Tax Citizens' Oversight Committee consists of seven members who are Antioch residents. At least one member of the Committee shall have a financial, accounting or auditing background. The Committee will be nominated by the Mayor and approved by the City Council.
- Members of the Sales Tax Citizens' Oversight Committee will be required to file an annual "Statement of Economic Interest".

- The Commissioners makes decisions and recommendations to the City Council on land use, zoning and General Plan issues.
- Must be a resident of the City of Antioch.
- Meetings are held the first and third Wednesday of each month at 6:30 p.m. in the Council Chamber
- 7 member board – 4 year terms. This full-term vacancy will expire October 2024.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

CITY COUNCIL MEETING

Special/Regular Meeting
7:00 P.M.

November 10, 2020
Meeting Conducted Remotely

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Antioch City Council meetings via Comcast channel 24, AT&T U-verse channel 99, and live stream (at www.antiochca.gov). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

5:00 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code section 54956.9(d)(1) – Zeka Ranch One, LLC et al. v. City of Antioch et al., Contra Costa Superior Court Case Nos. N18-0228, N18-0229, N18-0231, and N18-0232.

Mayor Wright called the Special Meeting to order at 6:00 P.M. and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Motts, Thorpe, Ogorchock and Mayor Wright

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease, had made the Antioch City Council meeting available via Comcast channel 24, AT&T U-verse channel 99, or live stream at www.antiochca.gov. Anyone wishing to make a public comment, may do so any of the following ways: (1) by filling out an online speaker card, located at <https://www.antiochca.gov/government/city-council-meetings/live/>, (2) by emailing the City Clerk prior to or during the meeting at cityclerk@ci.antioch.ca.us or (3) by dialing (925) 776-3057 during the meeting.

PLEDGE OF ALLEGIANCE

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

STUDY SESSION

1. **FISCAL YEAR 2020-21 BUDGET REVIEW AND CONSIDERATION OF MODIFICATIONS TO BUDGET ALLOCATIONS**

City Manager Bernal introduced Study Session Item #1.

Finance Director Merchant presented the staff report dated November 10, 2020 recommending the City Council receive the Fiscal Year (FY) 2020-21 budget information and provide direction to staff.

Councilmember Ogorchock spoke in support of a budget amendment to increase parking enforcement and allocating the one-time revenues toward the City's unfunded liabilities.

In response to Councilmember Ogorchock, Finance Director Merchant explained that as a result of the City committing to paying the full actuarial determined contribution for Other Postemployment Benefits (OPEB), the reduction in the City's unfunded liability was over \$20M.

Councilmember Wilson spoke in support of allocating the one-time revenues toward the City's unfunded liabilities or using it as a placeholder until budget discussions next year.

Councilmember Motts commented that she would support one-time revenues funding Body Cameras for the Antioch Police Department with the remainder allocated toward the City's unfunded liabilities.

Councilmember Thorpe spoke in support of allocating the one-time revenues toward the City's unfunded liabilities and holding off on consideration of body cameras and parking enforcement until budget discussions next year.

Mayor Wright spoke in support of spoke allocating one-time revenues toward the City's unfunded liabilities.

A motion was made by Councilmember Ogorchock to increase the parking enforcing contract for an estimated cost of \$65,575 and allocating one-time revenues to unfunded liabilities for \$385,620.

City Clerk Simonsen explained that according to the agenda, this item was under direction and staff was looking for consensus of Council.

In response to Councilmember Motts, Chief Brooks clarified that there was currently a backlog of approximately 1,000 outstanding parking complaints and funding an additional position would help significantly.

Following discussion, a majority consensus of Council agreed to add parking enforcement as a budget adjustment and apply \$385,000 of one-time revenue to the City's unfunded liability.

Finance Director Merchant stated these changes would be incorporated into the budget report that would be coming to Council on November 24, 2020.

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously adjourned the Special Meeting at 6:35 P.M.

Mayor Wright called the Regular Meeting to order at 7:00 P.M.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL**, no reportable action.

City Clerk Simonsen called the roll.

Present: Council Members Wilson, Motts, Thorpe, Ogorchock and Mayor Wright

PLEDGE OF ALLEGIANCE

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

2. INTRODUCTION OF NEW CITY EMPLOYEES

City Manager Bernal introduced Agenda Item #2.

Chief Brooks introduced Erick Chavez, Steven Miller, Nicco Pedreira and Daniel Navarrette Police Officers, who thanked Chief Brooks for the introduction and stated they looked forward to working for the City of Antioch.

Director of Public Works/City Engineer Samuelson introduced Ronald Chandra, Operations Supervisor, Zachary Hylton, Senior Water Treatment Operator and Chris Molina, Water Treatment Operator who thanked Director of Public Works/City Engineer Samuelson for the introduction and stated they looked forward to working for the City of Antioch.

Finance Director Merchant introduced Patricia Ricks, Customer Service Representative, who thanked Finance Director Merchant for the introduction and stated she looked forward to working in Customer Service for the City of Antioch.

Mayor Wright welcomed the new City employees to the City of Antioch.

City Manager Bernal thanked Council for giving staff the opportunity to introduce new employees.

3. PROCLAMATION

National Alzheimer's Disease Awareness, November 2020

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the proclamation.

Director of Parks and Recreation Kaiser, on behalf of community partners, seniors and staff, thanked the City Council for the National Alzheimer's Disease Awareness proclamation.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Kaiser announced the Veteran's Day Celebration would be held on November 11, 2020 at the Veteran's Memorial at the Antioch Marina. She noted that the event would be "Drive in Style" and requested everyone arrive and be parked by 9:50 A.M.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Parks and Recreation Commission: Two (2) vacancies; deadline date is November 13, 2020
- Police Crime Prevention Commission: One (1) vacancy; deadline date is November 13, 2020
- Sales Tax Citizens' Oversight Committee: Four (4) vacancies; deadline date is December 4, 2020
- Planning Commission: One (1) vacancy; deadline date is December 4, 2020

He reported applications would be available online at the City's website.

PUBLIC COMMENTS

The following public comments were read into the record by Administrative Services Director Mastay.

Melissa Case, Antioch resident, provided written comment encouraging Council to not use taxpayer's money to fund the purchase or lease of a building to house homeless. She offered a variety of guidelines should the City move forward with the project.

Greg Enholm, Contra Costa County Community College District Ward 5 Trustee, provided written comment announcing Bryan Reece, Ph. D. was selected as chancellor of the Contra Costa Community College District and encouraging Council to invite him to a meeting to give a presentation.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Wilson reported on her attendance at the Tri Delta Transit meeting.

Councilmember Motts reported on her attendance at the Community Transportation Update.

MAYOR'S COMMENTS

Mayor Wright congratulated all of those who ran for office and those who will continue to serve the community.

4. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MINUTES FOR OCTOBER 27, 2020**
- B. APPROVAL OF COUNCIL WARRANTS**
- C. RESOLUTION NO. 2020/163 AUTHORIZING THE CITY COUNCIL TO ACCEPT SEGMENTS 1 AND 2 PARCELS OF RELINQUISHMENT 56137 FROM THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION**
- D. RESOLUTION NO. 2020/164 CONSULTANT SERVICES AGREEMENT WITH HB CONSULTING GROUP, INC. SOLE SOURCE REQUEST, FOR PROJECT MANAGEMENT SERVICES DURING CONSTRUCTION AND CLOSE OUT OF THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**
- E. RESOLUTION NO. 2020/165 APPROVING A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT FOR VINEYARDS PROMENADE AT SAND CREEK SUBDIVISION 9390 FROM GBN PARTNERS, LLC TO TRI PONTE HOMES, INC. AND HEARTHSTONE, LLC**
- F. REJECTION OF CLAIMS: CHINA YOUNG, CLAUD'JANAE YOUNG, MIGUEL MINJARES, MONICA MEADORS-WASHINGTON, AND RAMONA MAYON**

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

City Clerk Simonsen congratulated Councilmember Ogorchock on her appointment as Chair of the League of California Cities Governance Transparency and Labor Relations Policy Committee.

PUBLIC HEARING

5. Z-80-02 – APPEAL OF REVOCATION OF USE PERMIT FOR AUTOMOTIVE REPAIR SHOP AT 901 A STREET

City Manager Bernal introduced Public Hearing Item #5.

Director of Community Development Ebbs presented the staff report dated November 10, 2020 recommending the City Council take one of the following actions: 1) Adopt the Resolution Denying the Appeal and Upholding the Planning Commission Revocation of Use Permit Z-80-02; OR 2) Adopt the Resolution Granting the Appeal and modifying Use Permit Z-80-02 to permit the continued operation of the Auto Repair-Major use with new operating conditions. He announced that the revised attachment B was under consideration.

In response to Councilmember Motts, Director of Community Development Ebbs stated he had reviewed the operational conditions with the applicant who had also consented to the refined hours of operation submitted by the neighbor.

Mayor Wright opened the public hearing.

APPEALANT

Jayme Junta, speaking on behalf of the property owner, announced that he along with other family members would be taking over management of the property. He gave a PowerPoint presentation that included a history of the property and explaining letters sent by City staff were only directed to the operator of the business so the property owner was not advised of code enforcement issues at the business. He commented that the business was under new ownership, all code enforcement violations had been resolved and a more stringent lease was in place. He noted there was also a direct line of communication between the property owner and City staff. He further noted they were in agreeance with the conditions of approval and they had had discussions with the neighbor, Diane Gibson-Gray and they agreed to the following hours of operation:

- Monday – Saturday 8:00 A.M. -7:00 P.M.
- Sunday – closed to the public (only cleaning and administrative work permitted)
- Closed New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas

The following public comments were read into the record by Administrative Services Director Mastay.

Melissa Case provided written comment in support of granting the appeal and modifying the Use Permit to allow for the continued operation of the auto repair use. She suggested the City consider relief options for the business owner.

Diane Gibson Gray provided written comment in support of adopting the resolution granting the appeal and modifying the use permit as well as the conditions related to the new hours/days of operation previously discussed.

Councilmember Wilson urged the property owner to keep the lines of communication open with staff.

Councilmember Motts thanked the appellant for being responsive to staff and the neighbors.

Mayor Wright closed the public hearing.

RESOLUTION NO. 2020/166

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council unanimously adopted the Resolution Granting the Appeal and modifying Use Permit Z-80-02 to

permit the continued operation of the Auto Repair-Major use with new operating conditions (modified attachment "B") and modified hours of operation.

COUNCIL REGULAR AGENDA

6. CDBG-CV3 CARE FUND RECOMMENDATIONS AND SUBSTANTIAL AMENDMENT TO THE 2020-21 ACTION PLAN (*Continued from 10/27/20*)

City Manager Bernal introduced Regular Agenda Item #6.

Director of Community Development Ebbs presented the staff report dated November 10, 2020 recommending the City Council open the public hearing, consider any public testimony, and then continue the public hearing to the November 24, 2020 City Council meeting.

The following public comments were made by individuals who dialed in via telephone during the meeting.

Christine Clark and Rochelle Pierre representing East County Regional Group, requested the City consider allocating CDBG funds for rental assistance and legal representation for eviction defense.

A motion was made by Councilmember Thorpe, seconded by Councilmember Ogorchock to postpone the item.

Following discussion, the previous motion was amended as follows:

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock the City Council unanimously continued the public hearing to November 24, 2020.

7. RESOLUTION APPROVING THE PARK RIDGE SUBDIVISION "PARK" AND "VALERIANO AND GUISEPPINA JACUZZI KNOLLS OPEN SPACE" MASTER PLAN (P.W. 674)

City Manager Bernal introduced Regular Agenda Item #7.

Director of Public Works/City Engineer Samuelson presented the staff report dated November 10, 2020 recommending the City Council adopt a resolution approving the Park Ridge Subdivision "Park" and "Valeriano and Guiseppina Jacuzzi Knolls Open Space" Master Plan.

Steve Abbs, Davidon Homes, stated this was an exciting project and amenity for the City of Antioch. He announced that they intended to begin construction in the Spring 2021.

Scott Feuer gave a PowerPoint presentation of the Park Ridge Park - Conceptual Landscape Plan (Attachment "C").

Councilmember Ogorchock requested the park include all-access playground equipment.

RESOLUTION NO. 2020/167

On motion by Councilmember Motts, seconded by Councilmember Ogorchock, the City Council unanimously adopted a resolution approving the Park Ridge Subdivision "Park" and "Valeriano and Guiseppina Jacuzzi Knolls Open Space" Master Plan with an added condition requiring ADA accessibility playground equipment.

Mayor Wright thanked Mr. Abbs and Mr. Feuer for the presentation.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal reminded the community of the Veteran's Day Celebration at 10:00 A.M. on November 11, 2020 at the Veteran's Memorial at the Antioch Marina.

COUNCIL COMMUNICATIONS – None

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adjourned the Regular meeting at 8:19 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



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100 General Fund

Non Departmental

00390934	BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	4,257.67
00390942	COLONIAL LIFE	PREMIUM PAYMENT	470.74
00390945	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00390968	MUNICIPAL POOLING AUTHORITY	EAP PROGRAM	7,201.84
00390973	PARS	PAYROLL DEDUCTIONS	3,382.35
00390974	PROFESSIONAL BUILDERS & RENOVATION	PAYMENT REFUND	326.63
00391066	HCI SOLAR	CBSC FEE REFUND	6.61
00391095	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	358.36
00391102	SHAHRODIZADH, HAMID	DEPOSIT REFUND	7,500.00
00938281	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	26,641.82

City Attorney

00391056	EIDEN, KITTY J	MINUTES CLERK	450.00
00391079	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	2,365.00
00391083	MEYERS NAVE	LEGAL SERVICES RENDERED	18,806.26

City Manager

00390960	ICMA	MEMBERSHIP DUES	1,400.00
00391013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	291.02
00391044	COSTCO	VARIOUS BUSINESS EXPENSES	690.33
00391060	FOCUS STRATEGIES	UNHOUSED RESIDENT COORDINATOR	3,350.00
00391115	VOLER STRATEGIC ADVSIORS INC	STRATEGIC COMMUNICATIONS	8,000.00

City Clerk

00390954	EIDEN, KITTY J	MINUTES CLERK	300.00
00390991	WESTAMERICA BANK	COPIER LEASE	270.80
00938298	RAY MORGAN COMPANY	COPIER USAGE	623.29

Human Resources

00390991	WESTAMERICA BANK	COPIER LEASE	270.80
00391016	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	14.54
00391017	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	24.95
00391058	FEDEX	SHIPPING	76.17
00391077	KOFF AND ASSOCIATES INC	PROFESSIONAL SERVICES	2,437.50
00391105	TERI BLACK AND COMPANY LLC	PROFESSIONAL SERVICES	4,659.23
00391106	TERI BLACK AND COMPANY LLC	PROFESSIONAL SERVICES	6,349.00
00938298	RAY MORGAN COMPANY	COPIER USAGE	547.52

Economic Development

00390932	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,796.19
00938290	EVVIVA BRANDS LLC	SECTOR AD SUITE DEVELOPMENT	6,540.00

Finance Administration

00390991	WESTAMERICA BANK	COPIER LEASE	342.57
00391089	OFFICE DEPOT INC	OFFICE SUPPLIES	47.67
00938298	RAY MORGAN COMPANY	COPIER USAGE	1,542.72

Finance Accounting

00390937	CALIF MUNICIPAL STATISTICS INC	REPORT SERVICES	425.00
00391076	KOA HILLS CONSULTING LLC	PROFESSIONAL SERVICES	262.50
00391089	OFFICE DEPOT INC	OFFICE SUPPLIES	31.45
00938299	SUPERION LLC	ASP SERVICES	17,930.28



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Finance Operations

00391004	ANTIOCH ACE HARDWARE	SUPPLIES	58.97
00391050	DIABLO LIVE SCAN	FINGERPRINTING SERVICES	20.00
00391112	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICES FEE	24.50

Non Departmental

00390926	ABLE HEARTH AND HOME	BUSINESS LICENSE TAX REFUND	824.70
00390976	RODRIGUEZ JR, ABRAHAM	EXPENSE REIMBURSEMENT	202.53
00390981	SILVA'S STORAGE	BUSINESS LICENSE TAX REFUND	350.00
00390989	WAGeworks	ADMIN FEE	284.00
00391017	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	90.97
00391086	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY	20,807.54
00391092	PACIFIC CREDIT SERVICES	COLLECTIONS FEE	1,100.25

Public Works Administration

00390991	WESTAMERICA BANK	COPIER LEASE	299.06
00938298	RAY MORGAN COMPANY	COPIER USAGE	225.54

Public Works Street Maintenance

00390928	ALTA FENCE	PROFESSIONAL SERVICES	1,438.00
00390936	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	2,550.00
00391004	ANTIOCH ACE HARDWARE	CONCRETE	33.17
00391005	ANTIOCH AUTO PARTS	SUPPLIES	42.58
00391006	ANTIOCH BUILDING MATERIALS	ASPHALT	15,280.90
00391027	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	49.00
00391051	DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
00391089	OFFICE DEPOT INC	OFFICE SUPPLIES	455.73
00938278	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,716.10
00938292	GRAINGER INC	EQUIPMENT	1,227.09

Public Works-Signal/Street Lights

00390999	AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING MATERIALS	9,772.64
00391012	AT AND T MOBILITY	DATA SERVICES	46.23
00391042	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	64,280.60
00391121	WESCO RECEIVABLES CORP	LIGHT POLES	4,785.15
00938278	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	7,723.94

Public Works-Facilities Maintenance

00390943	COMBINATION LOCK AND SAFE	PROFESSIONAL SERVICES	433.36
00390964	M AND L OVERHEAD DOORS	PROFESSIONAL SERVICES	8,589.66
00390975	RICKIES ROOF REPAIR	BRICK REPAIRS	6,900.00
00390998	ALTA FENCE	FENCING	498.00
00391020	BAY CITIES PYROTECTOR	PROFESSIONAL SERVICES	2,655.00
00391034	COMBINATION LOCK AND SAFE	PROFESSIONAL SERVICES	4,676.15
00391089	OFFICE DEPOT INC	OFFICE SUPPLIES	69.96
00391114	VERIZON WIRELESS	DATA SERVICES	51.67
00938278	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,874.84
00938286	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	1,359.57
00938294	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,686.66

Public Works-Parks Maint

00390943	COMBINATION LOCK AND SAFE	PROFESSIONAL SERVICES	155.89
00391084	MT DIABLO LANDSCAPE CENTERS INC	SUPPLIES	428.42
00391103	STEWARTS TREE SERVICE INC	TREE SERVICES	600.00



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00391119	WATERSAVERS IRRIGATION	REPAIR PARTS	33.10
00938276	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	12,150.00
Public Works-Median/General Land			
00390929	ANTIOCH ACE HARDWARE	SUPPLIES	130.77
00390984	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	6,400.00
00390990	WATERSAVERS IRRIGATION	IRRIGATION PARTS	419.90
00391004	ANTIOCH ACE HARDWARE	IRRIGATION PARTS	99.47
00391011	AT AND T MCI	CONNECTION SERVICES	192.95
00391119	WATERSAVERS IRRIGATION	IRRIGATION PARTS	44.17
Police Administration			
00390935	BUSHBY, BRANDON MATTHEW	GAS REIMBURSEMENTS	124.22
00390954	EIDEN, KITTY J	MINUTES CLERK	187.50
00390957	GALLS LLC	EQUIPMENT	6,842.00
00390969	NOBLE	MEMBERSHIP RENEWAL	150.00
00390993	ADAMSON POLICE PRODUCTS	UNIFORMS	473.84
00391014	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,619.50
00391033	COLLEY, JAMES M	TRAINING PER DIEM	396.00
00391040	CONCORD UNIFORMS LLC	EQUIPMENT	1,071.25
00391041	CONTRA COSTA COUNTY	TRAINING	370.00
00391043	CONTRA COSTA FIRE EQUIPMENT	PROFESSIONAL SERVICES	424.73
00391045	COVANTA ENERGY, LLC	EVIDENCE DESTRUCTION	2,015.27
00391047	CRUMP INVESTIGATIONS	PROFESSIONAL SERVICES	1,440.70
00391052	EAN SERVICES LLC	RENTAL CAR - PRIETO	937.77
00391058	FEDEX	SHIPPING	93.41
00391061	GALLS LLC	SUPPLIES	2,821.59
00391062	GOODALE, JAMIE	EXPENSE REIMBURSEMENT	29.99
00391063	HAMILTON, JUSTIN MATTHEW	TRAINING PER DIEM	264.00
00391093	PADILLA, BEN C	TRAINING PER DIEM	264.00
00391094	PRIETO, CALVIN	GAS REIMBURSEMENTS	227.14
00938292	GRAINGER INC	SUPPLIES	291.98
00938298	RAY MORGAN COMPANY	COPIER USAGE	461.48
Police Community Policing			
00390940	CHANG, THEODORE	MEAL REIMBURSEMENTS	34.50
00390942	COLONIAL LIFE	PAYROLL DEDUCTIONS	56.78
00390966	METRO MOBILE EQUIPMENT	EQUIPMENT	1,389.37
00391022	BHALLA SERVICES INC	CAR WASHES	1,485.00
00391068	HUNT AND SONS INC	GAS	290.23
Police Investigations			
00391028	CALIFORNIA EXTRADITION SERVICES LLC	EXTRADITION SERVICE	1,601.50
00391078	KRENZ, RONALD L	EXPENSE REIMBURSEMENT	36.25
Police Communications			
00390934	BLUE SHIELD LIFE	INSURANCE PREMIUM	41.27
00391035	COMCAST	CONNECTION SERVICES	3,262.23
Office Of Emergency Management			
00391013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	102.68
00391026	BURKHOLDER, MICHAEL	ADVERTISEMENT	499.00
00391032	COLE SUPPLY CO INC	SUPPLIES	461.65
00938293	HAMMONS SUPPLY COMPANY	SUPPLIES	879.59



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Police Facilities Maintenance

00390958	HANSON AND FITCH TEMP SITE SERVICES	RESTROOM RENTAL	776.25
00390978	SCHNEIDER, MICHAEL C	EXPENSE REIMBURSEMENT	1,367.08
00390979	SCHNEIDER, MICHAEL C	EXPENSE REIMBURSEMENT	255.26
00391020	BAY CITIES PYROTECTOR	QUARTERLY INSPECTION	370.00
00391064	HANSON AND FITCH TEMP SITE SERVICES	RESTROOM RENTAL	776.25

Community Development Land Planning Services

00390931	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	297.16
00390992	810 WILBUR ASSOCIATES LLC	DELTA COURTYARD REFUND	828.00
00391066	HCI SOLAR	GP MAINT FEE REFUND	28.05
00938298	RAY MORGAN COMPANY	COPIER USAGE	1,287.96

CD Code Enforcement

00390987	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	988.35
00938298	RAY MORGAN COMPANY	COPIER USAGE	581.58

PW Engineer Land Development

00390970	OFFICE DEPOT INC	OFFICE SUPPLIES	369.08
00391114	VERIZON WIRELESS	DATA SERVICES	51.67
00938298	RAY MORGAN COMPANY	COPIER USAGE	773.84

Community Development Building Inspection

00390971	OFFICE TEAM	TEMP SERVICES	2,057.64
00390988	VAN HOOK, WILMA	EXPENSE REIMBURSEMENT	45.32
00391066	HCI SOLAR	ENERGY INSP FEE REFUND	262.60
00391089	OFFICE DEPOT INC	OFFICE SUPPLIES	147.04
00391090	OFFICE TEAM	TEMP SERVICES	1,688.32

Capital Imp. Administration

00391025	BUENTING, SCOTT W	TRAVEL REIMBURSEMENT	235.28
00391108	TRAVELS, DARREN S	TRAVEL REIMBURSEMENT	75.75
00938275	COMPUTERLAND	SOFTWARE	199.77
00938298	RAY MORGAN COMPANY	COPIER USAGE	357.25

209 RMRA Fund

Streets

00391082	LOCAL AGENCY FORM ASSISTANCE LLC	BID REVIEW	540.00
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212 CDBG Fund

CDBG

00390938	CANCER SUPPORT COMMUNITY	CDBG SERVICES	2,497.13
00390941	CITY DATA SERVICES LLC	CDBG SERVICES	940.00
00390944	CONTRA COSTA CHILD CARE COUNCIL	CDBG SERVICES	6,776.94
00390949	COURT APPOINTED SPECIAL ADVOCATES	CDBG SERVICES	2,791.12
00390953	ECHO HOUSING	CDBG SERVICES	10,131.93
00390965	MEALS ON WHEELS & SENIOR OUTREACH	CDBG SERVICES	4,164.51
00390972	OPPORTUNITY JUNCTION	CDBG SERVICES	17,500.13

CDBG-CV

00390941	CITY DATA SERVICES LLC	CDBG SERVICES	220.00
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214 Animal Control Fund

Animal Control

00390985	TAYLOR HOUSEMAN	MAINTENANCE SERVICES	25.13
00390986	TAYLOR HOUSEMAN	MAINTENANCE SERVICES	589.83
00390996	AIRGAS USA LLC	OXYGEN	198.34



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00391015	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,161.36
00391030	CHEN, CHARLOTTE	EXPENSE REIMBURSEMENT	512.00
00391053	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	203.74
00391087	MWI VETERINARY SUPPLY CO	VETERINARY SERVICES	992.16
00938280	MOBILE MINI LLC	STORAGE	121.90
00938296	MOBILE MINI LLC	STORAGE	130.96
219	Recreation Fund		
	Nick Rodriguez Community Cent		
00390991	WESTAMERICA BANK	COPIER LEASE	270.80
00391101	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	356.00
00938298	RAY MORGAN COMPANY	COPIER USAGE	66.42
	Senior Programs		
00390934	BLUE SHIELD LIFE	INSURANCE PREMIUM	41.27
00390948	COSTCO	VARIOUS BUSINESS EXPENSES	267.61
00391050	DIABLO LIVE SCAN	FINGERPRINTING SERVICES	20.00
	Recreation Sports Programs		
00390934	BLUE SHIELD LIFE	INSURANCE PREMIUM	25.76
	Recreation-Comm Center		
00390948	COSTCO	VARIOUS BUSINESS EXPENSES	100.18
00391007	ANTIOCH HERALD	ADVERTISEMENT	993.75
00391035	COMCAST	CONNECTION SERVICES	50.01
00391088	NOORI, AHIDA	CLASS REFUND	69.00
00938298	RAY MORGAN COMPANY	COPIER USAGE	310.71
	Recreation Water Park		
00390939	CARTER, TASHEDA	AQUATIC PROGRAM REFUND	294.00
00390962	KNORR SYSTEMS INC	CHEMICALS	3,706.88
00938275	COMPUTERLAND	SUPPLIES	199.67
00938298	RAY MORGAN COMPANY	COPIER USAGE	161.02
222	Measure C/J Fund		
	Streets		
00391116	VSS INTERNATIONAL INC	CAPE SEAL PROJECT	131,159.99
226	Solid Waste Reduction Fund		
	Solid Waste Used Oil		
00391096	REPUBLIC SERVICES INC	CURBSIDE OIL COLLECTION	1,680.57
229	Pollution Elimination Fund		
	Channel Maintenance Operation		
00390997	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,480.00
251	Lone Tree SLLMD Fund		
	Lonetree Maintenance Zone 1		
00390980	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,152.80
00391107	TERRACARE ASSOCIATES	TURF MOWING	173.10
	Lonetree Maintenance Zone 3		
00390980	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,782.40
	Lonetree Maintenance Zone 4		
00391107	TERRACARE ASSOCIATES	TURF MOWING	276.96
252	Downtown SLLMD Fund		
	Downtown Maintenance		
00390984	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	125.00



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00391107	TERRACARE ASSOCIATES	TURF MOWING	173.10
254	Hillcrest SLLMD Fund		
	Hillcrest Maintenance Zone 1		
00391107	TERRACARE ASSOCIATES	TURF MOWING	450.06
00391119	WATERSAVERS IRRIGATION	PIPE FITTINGS	255.66
	Hillcrest Maintenance Zone 2		
00391107	TERRACARE ASSOCIATES	TURF MOWING	616.24
	Hillcrest Maintenance Zone 4		
00391107	TERRACARE ASSOCIATES	TURF MOWING	346.20
255	Park 1A Maintenance District Fund		
	Park 1A Maintenance District		
00390977	RUSSELL D MITCHELL AND ASSOCIATES	IRRIGATION EVALUATION	1,750.00
00391107	TERRACARE ASSOCIATES	TURF MOWING	450.06
256	Citywide 2A Maintenance District Fund		
	Citywide 2A Maintenance Zone 3		
00390980	SILVA LANDSCAPE	LANDSCAPE SERVICES	717.60
00391107	TERRACARE ASSOCIATES	TURF MOWING	6.92
	Citywide 2A Maintenance Zone 6		
00390980	SILVA LANDSCAPE	LANDSCAPE SERVICES	717.60
00391107	TERRACARE ASSOCIATES	TURF MOWING	415.44
	Citywide 2A Maintenance Zone 8		
00390984	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	450.00
00391107	TERRACARE ASSOCIATES	TURF MOWING	34.62
	Citywide 2A Maintenance Zone 9		
00390927	AL FRESCO LANDSCAPING INC	LANDSCAPE MAINTENANCE	5,299.76
00390984	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,600.00
00391107	TERRACARE ASSOCIATES	TURF MOWING	103.86
257	SLLMD Administration Fund		
	SLLMD Administration		
00391107	TERRACARE ASSOCIATES	TURF MOWING	415.44
280	CFD 2016-01 Police Protection Fund		
	Police Community Policing		
00390951	DAVID TAUSSIG AND ASSOCIATES INC	CONSULTING SERVICES	1,083.75
281	CFD 2018-01 Public Services Fund		
	CFD 2018-01 Maintenance		
00390951	DAVID TAUSSIG AND ASSOCIATES INC	CONSULTING SERVICES	1,037.50
282	CFD 2018-02 Police Protection Fund		
	Police Community Policing		
00390951	DAVID TAUSSIG AND ASSOCIATES INC	CONSULTING SERVICES	1,037.50
311	Capital Improvement Fund		
	Non Departmental		
	Streets		
00391072	JOES LANDSCAPE AND CONCRETE INC	SIDEWALK REPAIR PROJECT	32,829.41
570	Equipment Maintenance Fund		
	Non Departmental		
00391067	HUNT AND SONS INC	FUEL	14,406.29
00391068	HUNT AND SONS INC	FUEL	2,395.34



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Equipment Maintenance

00390982	SOUNDOFF SIGNAL	AUTO PARTS	1,643.52
00390995	AFFORDABLE TIRE CENTER	TIRE PRESSURE	37.50
00391005	ANTIOCH AUTO PARTS	AUTO PARTS	1,207.07
00391009	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	278.00
00391024	BILL BRANDT FORD	MAINTENANCE SERVICES	424.27
00391031	CHUCKS BRAKE AND WHEEL SERVICE	AUTO PARTS	841.81
00391054	EAST BAY WELDING SUPPLY	TANK RENTAL	14.75
00391057	FASTENAL CO	SUPPLIES	310.42
00391065	HARLEY DAVIDSON	MAINTENANCE SERVICES	4,127.81
00391070	IN USE SOLUTIONS	2020 OPACITY TESTS	1,090.00
00391075	KEN KELLER SALES	AUTO PARTS	389.41
00391080	LES SCHWAB TIRES OF CALIFORNIA	TIRES	349.63
00391081	LINE X KUSTOM AND ACCESSORIES	AUTO PARTS	389.33
00391085	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	423.67
00391091	OREILLY AUTO PARTS	AUTO PARTS	774.82
00391104	STOMMEL INC	PROFESSIONAL SERVICES	6,717.81
00391109	TRED SHED, THE	TIRES	5,715.32
00391117	WALNUT CREEK FORD	AUTO PARTS	1,770.22
00391122	WESTERN TRUCK FAB	AUTO PARTS	585.42
00391123	WINTER CHEVROLET CO	MAINTENANCE SERVICES	2,379.98
00938282	A1 TRANSMISSION	PROFESSIONAL SERVICES	3,483.55
00938291	FREDS WELDING	PROFESSIONAL SERVICES	65.00
00938295	KIMBALL MIDWEST	SUPPLIES	45.94
00938298	RAY MORGAN COMPANY	COPIER USAGE	75.18
00938300	UNLIMITED GRAPHIC AND SIGN NETWORK	VEHICLE NUMBERS	142.02

573 Information Services Fund

Information Services

00390931	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	84.49
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Network Support & PCs

00390931	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	326.66
00391000	AMERICAN MESSAGING	PAGING SERVICES	41.88
00391035	COMCAST	CONNECTION SERVICES	1,648.22
00391037	COMCAST	CONNECTION SERVICES	316.36
00391038	COMCAST	CONNECTION SERVICES	101.54
00391039	COMMUNICATION STRATEGIES	CONSULTING SERVICES	2,960.00
00391089	OFFICE DEPOT INC	OFFICE SUPPLIES	65.54
00938275	COMPUTERLAND	SUPPLIES	275.87
00938288	DIGITAL SERVICES	WEBSITE MAINTENANCE	4,810.00
00938298	RAY MORGAN COMPANY	COPIER USAGE	23.29

GIS Support Services

00938288	DIGITAL SERVICES	SERVER LEASE	1,289.16
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Office Equipment Replacement

00390931	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	218.57
00391002	AMS DOT NET INC	PROFESSIONAL SERVICES	297.00
00938285	COMPUTERLAND	COMPUTER SUPPLIES	247.42



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611 Water Fund

Non Departmental

00390961	IDN WILCO	SUPPLIES	614.14
00391019	BAY AREA BARRICADE	SUPPLIES	1,789.40
00391032	COLE SUPPLY CO INC	SUPPLIES	1,307.94
00391055	EAST BAY WORK WEAR	SUPPLIES	1,246.02
00391057	FASTENAL CO	SUPPLIES	409.69
00391069	IDN WILCO	SUPPLIES	272.95
00391097	ROBERTS AND BRUNE CO	SUPPLIES	346.16
00938292	GRAINGER INC	SUPPLIES	2,969.43
00938293	HAMMONS SUPPLY COMPANY	SUPPLIES	897.22

Water Production

00390930	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	52.56
00390946	CONTRA COSTA HEALTH SERVICES	PERMIT FEE	3,653.00
00390950	CRYSTAL CLEAR LOGOS INC	UNIFORMS	361.95
00390955	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	54.69
00390959	HOPKINS TECHNICAL PRODUCTS INC	FLUORIDE ANALYZER	8,282.86
00390967	MOTION INDUSTRIES	GEAR BOX	32,278.42
00391001	AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP RENEWALS	6,975.00
00391003	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL SERVICE	425.00
00391008	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	66.59
00391027	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTING FEES	98.00
00391049	CSI METRICS LLC	SCADA SUPPORT	8,094.00
00391059	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	91.61
00391073	JOHNSON, GAVIN LEE	EXPENSE REIMBURSEMENT	24.87
00391074	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	31,388.91
00391103	STEWARTS TREE SERVICE INC	TREE SERVICES	850.00
00391112	UNITED PARCEL SERVICE	SHIPPING	140.11
00391113	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,099.12
00938277	EUROFINS EATON ANALYTICAL INC	TESTING	785.00
00938289	EUROFINS EATON ANALYTICAL INC	TESTING	310.00
00938297	PETERSON TRACTOR CO	MAINTENANCE SERVICE	14,991.93

Water Distribution

00390936	C AND J FAVALORA TRUCKING INC	HAULING SERVICES	1,880.00
00390952	DELTA DIABLO	RECYCLED WATER	29,686.47
00390956	G AND S PAVING INC	ASPHALT REPAIRS	17,981.18
00391004	ANTIOCH ACE HARDWARE	SUPPLIES	193.33
00391005	ANTIOCH AUTO PARTS	AUTO PARTS	1,641.76
00391017	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	31.13
00391021	BECKER, ELLIOT JAMES	EXPENSE REIMBURSEMENT	100.00
00391023	BIG B LUMBER	SUPPLIES	428.21
00391035	COMCAST	CONNECTION SERVICES	1,062.23
00391042	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	5,280.00
00391046	CRESO EQUIPMENT RENTALS	EQUIPMENT RENTALS	992.55
00391048	CRYSTAL CLEAR LOGOS INC	LOGO SHIRTS	71.13
00391055	EAST BAY WORK WEAR	SUPPLIES	22.72
00391089	OFFICE DEPOT INC	OFFICE SUPPLIES	287.93
00391092	PACIFIC CREDIT SERVICES	COLLECTIONS FEE	253.57



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 30 - NOVEMBER 12, 2020
FUND/CHECK#

00391098	ROBERTS AND BRUNE CO	SUPPLIES	7,069.92
00391111	TYLER TECHNOLOGIES	WEBSITE MAINTENANCE	340.00
00391112	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	24.50
00391114	VERIZON WIRELESS	DATA SERVICES	882.65
00391118	WATER SYSTEMS OPTIMIZATION INC	PROFESSIONAL SERVICES	2,500.00
00938278	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,716.12
00938279	INFOSEND INC	PRINT & MAIL SERVICES	2,040.35
00938283	ALTURA COMMUNICATION SOLUTIONS	COMPUTER EQUIPMENT	2,461.43
00938284	BADGER METER INC	WATER METER AND METER PARTS	247.66
00938287	DELL COMPUTER CORP	COMPUTERS	9,410.72
00938292	GRAINGER INC	SUPPLIES	65.55
00938298	RAY MORGAN COMPANY	COPIER USAGE	228.06
Public Buildings & Facilities			
00390933	BARTLE WELLS ASSOCIATES INC	CONSULTING SERVICES	2,067.00
00390990	WATERSAVERS IRRIGATION	IRRIGATION PARTS	970.16
00391029	CD AND POWER	TRAILER GENERATORS & CABLES	114,402.90
621	Sewer Fund		
Swr-Wastewater Administration			
00390936	C AND J FAVALORA TRUCKING INC	HAULING SERVICES	1,880.00
00390947	COOK, JEFFREY DON	EXPENSE REIMBURSEMENT	106.00
00390956	G AND S PAVING INC	ASPHALT REPAIRS	17,981.17
00390994	ADVANCED TRENCHLESS INC	SEWER REPAIR	137,315.00
00391017	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	31.13
00391035	COMCAST	CONNECTION SERVICES	1,062.23
00391046	CRESO EQUIPMENT RENTALS	EQUIPMENT RENTALS	992.56
00391048	CRYSTAL CLEAR LOGOS INC	LOGO SHIRTS	71.12
00391057	FASTENAL CO	SUPPLIES	82.32
00391071	JEFFERSON, PHILLIP J	EXPENSE REIMBURSEMENT	192.00
00391089	OFFICE DEPOT INC	OFFICE SUPPLIES	379.10
00391099	ROOTX	PROFESSIONAL SERVICES	2,686.43
00391100	ROYAL BRASS INC	REPAIR PARTS	207.94
00391111	TYLER TECHNOLOGIES	WEBSITE MAINTENANCE	340.00
00391114	VERIZON WIRELESS	DATA SERVICES	825.65
00391120	WECO INDUSTRIES INC	SUPPLIES	1,245.88
00938278	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,716.10
00938279	INFOSEND INC	PRINT AND MAIL SERVICES	2,040.34
00938298	RAY MORGAN COMPANY	COPIER USAGE	446.20
631	Marina Fund		
Non Departmental			
00390983	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	681.00
00391010	ARTZ, DANIEL	BERTH DEPOSIT REFUND	38.00
00391110	TRYBULL, GREGORY	BERTH DEPOSIT REFUND	207.00
Marina Administration			
00391018	BAY AREA AIR QUALITY MANAGEMENT	MARINA OPERATING FEE	292.50
00391036	COMCAST	CONNECTION SERVICES	221.04
00938293	HAMMONS SUPPLY COMPANY	SUPPLIES	240.63
00938298	RAY MORGAN COMPANY	COPIER USAGE	139.84



AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 16 - NOVEMBER 12, 2020

227 Housing Fund

Housing

00390841	HABITAT FOR HUMANITY EAST BAY	CDBG SERVICES	1,248.25
00390941	CITY DATA SERVICES LLC	CDBG SERVICES	1,540.00
00390963	LOAVES AND FISHES OF CCC	CDBG SERVICES	2,500.03
00938082	HOUSE, TERI	CONSULTING	2,422.50

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 24, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Shearer, Assistant Engineer *TS*

REVIEWED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: John Samuelson, Public Works Director/City Engineer *JS*

SUBJECT: Resolution of Support for a Transportation Development Act Grant for the Pedestrian Safety Improvements, Phase II (P.W. 124-2)

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Resolution of Support and authorize the filing of a grant application to Metropolitan Transportation Commission ("MTC") requesting an allocation of Transportation Development Act ("TDA") Article 3 Pedestrian/Bicycle project funds in the amount of \$90,000 for the Antioch School Pedestrian Safety Improvements Project.

FISCAL IMPACT

The City would receive up to \$90,000 of TDA funding for this project. There are no local matching fund requirements for this grant.

DISCUSSION

Staff is recommending the City submit an application requesting an allocation of the TDA Article 3 Pedestrian/Bicycle project funds for pedestrian safety improvements. This work will include installing safety improvements, such as Rectangular Rapid Flashing Beacons ("RRFBs") or other enhanced crossing facilities, speed radar and pedestrian warning devices near Turner Elementary and Fremont Elementary. In addition, concrete curb ramps will be installed, and school crossing signage and legends will be upgraded. City staff plan to prepare and submit an application to request grant funding prior to the grant deadline of January 31, 2021.

MTC requested that the project sponsor submit a City Council resolution supporting and approving the application for federal funding for this project.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF LOCAL SUPPORT AUTHORIZING THE FILING
OF A GRANT APPLICATION TO MTC REQUESTING AN ALLOCATION OF
2021 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE
PROJECT FUNDS FOR THE PEDESTRIAN SAFETY IMPROVEMENTS, PHASE II
PROJECT
(P.W. 124-2)**

WHEREAS, Article 3 of the Transportation Development Act ("TDA"), Public Utilities Code ("PUC") Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists;

WHEREAS, the Metropolitan Transportation Commission ("MTC"), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding;

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Antioch desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Exhibit A to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT RESOLVED, that the City of Antioch declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Exhibit A to this resolution, or that might impair the ability of the City of Antioch to carry out the project; and furthermore, be it

RESOLVED, that the City of Antioch attests to the accuracy of and approves the statements in Exhibit A to this resolution; and furthermore, be it

RESOLVED, that the project was reviewed on November 19, 2020 by the Parks and Recreation Commission, the designated Pedestrian and Bicycle Advisory Committee for the City of Antioch and the designated representative; and furthermore, be it

RESOLVED, that the Pedestrian Safety Improvements, Phase II Project will provide improved safety for bicyclists and pedestrians; and furthermore, be it

RESOLUTION NO. 2020/**

November 24, 2020

Page 2

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Contra Costa County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

* * * * *

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 24th day of November, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITYCLERK OF THE CITY OF ANTIOCH

A2

EXHIBIT "A"

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2021 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

1. That the City of Antioch is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Antioch legally impeded from undertaking the project(s) described in Exhibit A of this resolution.
2. That the City of Antioch has committed adequate staffing resources to complete the project(s) described in Exhibit A.
3. A review of the project(s) described in Exhibit A has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Exhibit A have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Exhibit A comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Exhibit A, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Exhibit A are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Antioch within the prior five fiscal years.
8. That the project(s) described in Exhibit A is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Exhibit A that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Exhibit A will be completed before the funds expire.
11. That City of Antioch agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Exhibit A, for the benefit of and use by the public.

TDA Article 3 Project Application Form

Fiscal Year of this Claim: FY 21/22

Applicant: City of Antioch

Contact person: Tracy Shearer

Mailing Address: 200 H St, Antioch 94509

E-Mail Address: tshearer@ci.antioch.ca.us

Telephone: 925-779-6130

Secondary Contact (in event primary not available) Scott Buenting

E-Mail Address: Sbuenting@ci.antioch.ca.us

Telephone: 925-779-6129

Short Title Description of Project: Antioch School Pedestrian Safety Improvements

Amount of claim: \$90,000

Functional Description of Project:

Install RRFBs or other enhanced crossings at the main crossings in front of Turner and Fremont Elementary in Antioch. Install flashing radar lights on Delta Fair Boulevard ahead of Turner Elementary. Also update curb ramps and school signage and freshen up pavement markings in front of both schools.

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements: RRFBs or other crossing enhancements, Flashing Radar, curb ramps, school crosswalk signage and legends

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3		90,000			90,000
list all other sources:					
1.					
2.					
3.					
4.					
Totals					

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). November 24, 2020	Yes
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	No
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	N/A
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: January 16, 2020	Yes
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	N/A
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) _____	Yes
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: <u>Concrete, striping and signage to be maintained by Antioch, Enhanced crossing to be maintained by CCC on contract with the City of Antioch</u>)	Yes

A4

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 24, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

APPROVED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Resolution Approving an Agreement with Miracle Play Systems, Inc. for Jacobsen and Marchetti Park Renovation CIP Project (P.W. 7946)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Jacobsen and Marchetti Parks Renovations project and authorizing the City Manager to execute an agreement with Miracle Play Systems for the contract amount not to exceed \$266,492.13.

FISCAL IMPACT

The 2020-2025 Capital Improvement Program budget includes funding for parks facilities upgrade specific to the Jacobsen and Marchetti Park Renovation project in the amount of \$295,000 for Fiscal Year 2020-21.

DISCUSSION

The City of Antioch Capital Improvement Program (CIP) includes funding each fiscal year for citywide park and facilities upgrades.

Staff has performed a citywide playground facility assessment and identified Jacobsen and Marchetti Park as a high priority for playground upgrades & replacement. In recent years, First 5 Contra Costa, a children and families commission, identified a priority list of Antioch parks for rehabilitation that is consistent with City staff's analysis. The following parks have received playground replacements in the last few years: Mira Vista Park, Contra Loma Estates Park, Prosserville Park, and Chichibu Park.

Miracle Play Systems, a State of California Multiple Award Schedules (CMAS) approved vendor, provided design alternatives to the Park and Recreation Commission for their input and recommendations on May 6, 2019. The playground theme and recommendations selected by the Parks and Recreation Commission is included in Attachment B.

ATTACHMENTS

- A. Resolution
- B. Agreement
- C. Playground Conceptual Design

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE JACOBSEN AND MARCHETTI PARK RENOVATION AND
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
MIRACLE PLAY SYSTEMS, INC. FOR A CONTRACT AMOUNT NOT TO EXCEED
\$266,492.13.**

WHEREAS Jacobsen and Marchetti Park playground equipment is rated by City staff as a high priority for replacement and is also ranked very high by First 5 Contra Costa;

WHEREAS, the 2020-2025 Capital Improvement Program budget includes funding for the Jacobsen and Marchetti Park Renovation in the amount of \$295,000 for Fiscal Year 2020-21;

WHEREAS, the City's procurement procedures include competitive, cooperative purchasing in accordance with Antioch Municipal Code § 3-4.12(C), Cooperative Purchasing;

WHEREAS, Miracle Play Systems, Inc., a State of California Multiple Award Schedules (CMAS) approved vendor under cooperative purchasing, provided a quote to upgrade the Jacobsen and Marchetti Park playgrounds in the amount of \$266,492.13; and

WHEREAS, on May 6, 2019 the Parks and Recreation Commission provided comments and suggestions related to the proposed playground equipment that have been incorporated into the design.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute the Agreement with Miracle Play Systems, Inc. through the CMAS cooperative procurement process for the Jacobsen and Marchetti Park Renovation in the amount not to exceed \$266,492.13.

RESOLUTION NO. 2020/**

November 24, 2020

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 24th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

**JACOBSEN AND MARCHETTI PARK RENOVATION
PW CIP Project No. 7946
AGREEMENT**

THIS AGREEMENT, made and entered into this 24th day of November, 2020 by and between MIRACLE PLAY SYSTEMS, hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, in consideration of the statements and conditions herein contained and for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to replace playground equipment in Jacobsen park and replace/remodel Marchetti park which includes installation of Miracle additions, patching and various PIP repairs, installation of rubber material for PIP repairs, poured in place rubberized surfacing and Miracle play equipment.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be one hundred (100) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of Two hundred sixty-six thousand, four hundred ninety-two dollars and thirteen cents (\$266,492.13), payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF VALUES FOR
JACOBSEN AND MARCHETT PARK RENOVATION
(GENERAL CONSTRUCTION)
CIP PROJECT #7946**

	<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
	MARCHETTI PARK			
1.	Touch Up Paint, Miracle 115208P, Color – Qty 3 – Red, Qty 3 – Blue	9	\$9.00	\$81.00
2.	Ladybug Spring Rider, Miracle - 960	1	\$1,496.00	\$1,496.00
3.	Concerto 3-Congas – Miracle - 4507	1	\$2,069.00	\$2,069.00
4.	Concerto Vibes – Miracle - 4502	1	\$4,235.00	\$4,235.00
5.	Steel Door Panel (Below Deck) – Miracle – 71460212B – Color - Red	1	\$1,027.00	\$1,027.00
6.	Seated Excavator – Miracle – 446MS	1	\$1,186.00	\$1,186.00
7.	Label – Ages 2-5 – Miracle - 116035	3	\$2.00	\$6.00
8.	Installation of Miracle Additions (Including Seated Excavator, Ladybug, Concerto Congas, Concerto Vibes, Door Panel)	1	\$6,800	\$6,800.00
9.	Patching and various PIP repairs	1	\$540.00	\$540.00
10.	Rubber material for PIP repairs – 50% beige and 50% black (not to exceed 40 square feet)	1	\$810.00	\$810.00
11.	Material Bond	1	\$303.00	\$303.00
12.	Freight	1	\$642.00	\$642.00
13.	Tax	1	\$1,009.18	\$1,009.18
	SUBTOTAL MARCHETTI PARK:			\$20,204.18
	JACOBSEN PARK			
1.	Miracle Equipment Per Plan 001B	1	\$101,090.00	\$101,090.00
2.	Installation of Miracle Play Equipment per Drawing #P18_1369 001B	1	\$41,350.00	\$41,350.00
3.	Poured in place rubberized surfacing for 10' critical fall height material only-50/50 mix of beige and black over compacted base rock (by others)	3,394	\$16.00	\$54,304.00
4.	Install only poured in place rubberized surfacing over 4" compacted base rock (by others)	3,394	\$8.50	\$28,849.00
5.	Material Bond	1	\$3,032.70	\$3,032.70
6.	Freight	1	\$6,624.00	\$6,624.00
7.	Tax	1	\$14,373.95	\$14,373.95
	SUBTOTAL JACOBSEN PARK:			\$249,623.65
	GRAND TOTAL:			\$269,827.83

4. COMPONENT PARTS AND INTEGRATION

This Agreement shall consist of the following documents, and all of which are incorporated herein by this reference

- A. Agreement
- B. Division A - Special Provisions
- C. Division B - General Provisions
- D. General Conditions (2006 Caltrans Standard Specifications) – on file only.
- E. Insurance Requirements (Specified in Division B - General Provisions)

These documents represent the entire and integrated agreement between City and Contractor and supersede all prior negotiations, representations, or agreements, whether written or oral.

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to Public Works, 1201 W 4th Street, Antioch, CA 94509, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: City of Antioch
Public Works Department
1201 W 4th Street
Antioch, CA 94509

CONTRACTOR: Miracle Play Systems
P.O. Box 263
Alamo, CA 94507

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

7. VENUE

In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

8. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

CONTRACTOR:

MIRACLE PLAY SYSTEMS

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

By: _____
Rowland E. Bernal, Jr., City Manager

By: _____
Arne Simonsen, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

SPECIAL PROVISIONS

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ATTACHMENT "A"

DIVISION "A"

SPECIAL PROVISIONS

SECTION A:

A-1. PREVAILING WAGE

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City Council of the City of Antioch has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City, a copy of which is on file in the Office of the City Clerk. In addition, the contractor may obtain applicable prevailing wage information directly from the Department of Industrial Relations website at:

www.dir.ca.gov/dlsr/statistics_research.html.

A-2. DEPARTMENT OF INDUSTRIAL RELATIONS JOB SITE NOTICE

The Contractor must post job sites notices in compliance with Title 8 California Code of Regulations Section 16451 which state the following:

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: (415) 703-5300

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

A-3. HOURS OF WORK – OVERTIME AND HOLIDAYS

The Contractor shall perform all work during the City of Antioch normal eight-hour (8-hr.) working day, beginning at 8:00 a.m. and ending at 5:00 p.m. If the Contractor wishes to work during any other hours or on weekends or City of Antioch holidays, the Contractor will pay all City expenses, plus a twenty five percent (25%) administrative fee and must comply with all state and overtime requirements. Written permission must be received from the City Engineer before any overtime is worked.

The City of Antioch holidays are as follows:

January 1 (New Year's Day)

The third Monday in January (Observance of Martin Luther King, Jr.'s Birthday)

February 12 (Lincoln's Birthday)

The third Monday in February (Observance of Washington's Birthday)

The last Monday in May (Observance of Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

November 11 (Veteran's Day)

The fourth Thursday in November (Thanksgiving)

The Friday after Thanksgiving

December 24 (Christmas Eve)

December 25 (Christmas Day)

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed. When December 25 falls on Saturday, Friday, December 24, shall be observed as the Christmas Eve holiday. When December 25 falls on Sunday, both Friday and Monday shall be observed as holidays. When December 25 falls on Monday, Monday shall be observed as the Christmas holiday and December 22 shall be observed as the Christmas Eve holiday.

GENERAL PROVISIONS

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DIVISION "B"

GENERAL PROVISIONS

SECTION B-1: DEFINITIONS AND TERMS:

The provisions of Section 1, "Definitions and Terms," of the Standard Specifications shall apply, subject to the following additions, amendments, deletions, and modifications:

1-1.094 Contract Bonds. – The Contract Bonds consist of the Performance Bond and the Payment Bond. **Bonds can be provided for additional cost. Standard bonding amount is approximately 2 ½ % of the total project amount but will be priced at time of request.**

1-1.095 Contract Documents. – The Contract Documents include: Agreement; Notice to Contractors; Description of Project; General Conditions (2006 Caltrans Standard Specifications); Special Provisions; Construction Details; Contract Plans; Addenda, inclusive; Performance Bond; Payment bond; Bid Forms.

1-1.096 Contract Plans. – Shall have the definition of "Plans" set forth in Section 1-1.29 of the Standard Specifications.

1-1.13 Department. – The definition contained in Section 1-1.13, "Department," of the Standard Specifications is hereby deleted and replaced with the following: the City of Antioch. Specific references to Department of Transportation publications, tests, and approved materials shall mean publications, tests or approved materials issued by the California Department of Transportation, however.

1-1.132 Caltrans. – The California Department of Transportation.

1-1.134 DOT. – The U.S. Department of Transportation.

1-1.15 Director. – The definition contained in Section 1-1.15, "Director," of the Standard Specifications is hereby deleted and replaced with the following: the City Council of the City of Antioch or members thereof.

1-1.18 Engineer. – The definition contained in Section 1-1.18, "Engineer," of the Standard Specifications is hereby deleted and replaced with the following: the Director of Public Works of the City of Antioch, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1-1.182 Professional Engineer. – An engineer properly and duly licensed by the California State Board of Registration for Professional Engineers and Land Surveyors.

1-1.184 Resident Engineer. – The Resident Engineer is the City's Director of Public Works or the designated representative of the Director of Public Works.

1-1.205 FHWA. – The Federal Highway Administration, an agency of the U.S. Department of Transportation.

1-1.255 Legal Holidays. – The definition contained in Section 1-1.255, "Legal Holidays," of the Standard Specifications is hereby deleted and replaced with the following: The following days are designated as Legal Holidays under the Contract: January 1st; the third Monday in January; February 12th; the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the forth Thursday in November; the Friday after Thanksgiving Day; December 24th and December 25th. When a designated Legal Holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday, respectively, shall be a designated Legal Holiday. When December 25 falls on Monday, Monday shall be observed as the Christmas holiday and December 22 shall be observed as the Christmas Eve holiday.

1-1.26 Liquidated Damages. – The definition contained in Section 1-1.26, "Liquidated Damages," of the Standard Specifications is hereby deleted and replaced with the following: The amount prescribed in the Contract Documents to be paid by one of the parties to the other as set forth in the Contract. Liquidated damages shall be paid to the City or shall be deducted from any payments due or to become due the Contractor for each calendar day's delay in fully and finally completing the whole or any specified portion of the work beyond the time allowed in the Contract Documents.

1-1.31 Proposal. – The definition contained in Section 1-1.31, "Proposal," of the Standard Specifications is hereby deleted and replaced with the following: The offer of the Bidder for the work when made out and submitted on the prescribed Proposal Forms, properly signed and guaranteed. Except as provided by Public Contract Code Section 5100 et seq., the submission of Bidder's Proposal shall constitute an irrevocable offer by Bidder, and the Bidder may not withdraw its offer at any time during City's consideration of the received Proposals.

1-1.335 Request For Information ("RFI"). – A written request prepared by the Contractor seeking interpretation or clarification of the Contract Documents.

1-1.372 Addenda. – Written revisions designated by specific addendum number to any of the Contract Documents issued by the City before bid opening.

1-1.38 Specifications. – The definition contained in Section 1-1.38, "Specifications," of the Standard Specifications is hereby deleted and replaced with the following: "Specifications" shall mean: The directions, provisions and requirements contained in the Contract Documents.

1-1.385 Standard Specifications. – The 2006 edition of the Standard Specifications of the California Department of Transportation.

1-1.39 State. – All references in the Standard Specifications to the "State" shall be interpreted to refer to the City of Antioch or its corresponding agency, office, or officer acting under this Contract. References to state law shall still refer to the applicable provisions of the laws of the State of California, however.

1-1.392 State Highway Engineer. – The City's Director of Public Works.

1-1.394 Transportation Building – Sacramento. – Office of the Director of Public Works, City of Antioch.

1-1.396 Office of the District. – Whenever, in the Specifications, reference is made to the office of the District or the District's office, such references shall be deemed made to the City's offices, located at 200 "H" Streets, Antioch, California 94531-5007. The mailing address for the City is P.O. Box 5007, Antioch, California 94531-5007.

1-1.398 City. – The City of Antioch, also referred to as “owner” or as the “public body.”

1-1.40 State Contract Act. – The definition contained in Section 1-1.40, "State Contract Act," of the Standard Specifications is hereby deleted and replaced with the following: The term "State Contract Act" shall mean: An act to regulate contracts for the erection, construction, alteration, repair or improvement of any city public building or works of any kind, to be found in Chapter 1, Part 3, Division 2, of the Public Contract Code, commencing at Section 20160. The State Contract Act is not applicable to this Contract, except to the extent that particular sections of the State Contract Act are specifically incorporated by reference in these Special Provisions.

1-1.49 Suppliers. – As used herein, the term “suppliers” shall include any and all fabricators of any materials to be used as a part of Contractor’s work under the Contract.

1-1.50 Synonym. – "Directed," "required," "permitted," "ordered," "designated," "prescribed," and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Engineer. "Approved," "verified," "acceptable," "satisfactory" and words of like import shall mean approved or verified by or acceptable or satisfactory to the Engineer. The words "necessary," "appropriate," "proper" and words of like import shall mean necessary or appropriate or proper in the opinion of the Engineer.

SECTION B-3: AWARD AND EXECUTION OF CONTRACT

The provisions of Section 3, "Award and Execution of Contract," of the Standard Specifications shall apply, subject to the following additions, amendments, deletions, and modifications:

3-1.03 EXECUTION OF CONTRACT. The following is added to Section 3-1.03, "Execution of Contract," of the Standard Specifications after the last paragraph of said section:

Within fifteen (15) days, not including Saturdays, Sundays and legal holidays, after the Bidder has received the Contract for execution, the successful Bidder shall also supply satisfactory evidence of Contractor’s compliance with the Contract requirements regarding insurance and bonds.

SECTION B-4: SCOPE OF WORK

The provisions of Section 1 of the Agreement, and Section 4, “Scope of Work,” of the Standard Specifications shall apply, subject to the following additions, amendments, deletions and modifications:

Contractor shall remove and replace curb necessary to slope playground from southwest to northeast (approximately ½ percent) as directed by the Engineer. The exact quantity of curb to be placed is unknown and will be field verified. Additional qualities for Curb to remove and replace will paid for at the unit price shown in the schedule of values. Curb removed and replaced must be appropriately dowelled together as approved by the Engineer. Curb shall be reinforced with two #4 rebar top and bottom. Compensation for flat work and curb not provided for in the schedule of values will be compensated through a change order and will be considered extra work.

All work to meet all current government codes, laws, and requirements.

4-1.00A PROSECUTION OF WORK AND LIQUIDATED DAMAGE AMOUNT.

Attention is directed to Section SP8-1.03, "Beginning of Work," and Section A-4, "Time of Completion," of these Special Provisions.

The Contractor shall begin work no later than 10 calendar days after the effective date of the Notice to Proceed and shall thereafter diligently and continuously prosecute the work to full and final completion.

The Contractor shall be subject to liquidated damages in the event that its work is completed late. It is hereby agreed that in case all of the work called for under the Contract in all parts and requirements is not fully and finally finished or completed within the number of days as set forth above, damage will be sustained by the City. Moreover, it is further agreed that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage that the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Contractor will pay to the City the following liquidated damage amount:

ONE THOUSAND DOLLARS (\$1,000) PER CALENDAR DAY

for each and every day that the Contractor delays in fully and finally finishing the work in excess of the number of days prescribed and the number of additional or deductive days, if any, authorized by Contract Change Order. Contractor shall pay said liquidated damages as herein provided and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

Liquidated Damages due herein shall be in addition to any amounts that may be due under provisions located elsewhere in the Contract.

4-1.06 GUARANTY OF WORK. Contractor warrants to the City that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all work (without limitation, including all materials, equipment and workmanship) will be of the specified quality, free from faults and defects and in full and complete conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly authorized by the Engineer, will be considered defective by the City.

Contractor hereby agrees to correct, repair and/or replace all defective work if the deficiencies are discovered by the City during a period of two (2) years from the date of City's acceptance of the Contract or for such longer periods of time as set forth with respect to specific warranties elsewhere in these Contract Documents. In addition to making such corrections, repairs and/or replacements, Contractor shall correct, repair and/or replace any other components of the Project that are damaged as a result of such defective materials, equipment and/or workmanship.

It is expressly understood and agreed that City's use of any portion of the Contractor's completed work does not commence the warranty period(s) referenced in this section. City has no obligation to accept any portion of the Contractor's work until the entire Contract has been completed to the satisfaction of the Engineer, even if City has used or is using portions of the Contractor's work.

Contractor's warranty work shall be at its own cost and expense. Contractor shall bear all costs of correcting, repairing and/or replacing all defective work, including, but not limited to, City's staff costs and its costs of consultants that advise the City with regard to the defective work and the appropriate response of Contractor to such work.

Contractor's warranty work shall be performed in a prompt and timely manner and at the reasonable convenience of the City. If the Contractor fails to perform and complete the warranty work within a reasonable time period set forth by the City in its notice to the Contractor, the City may, but shall not be required to, correct such defective or nonconforming work. Contractor shall pay all out-of-pocket costs incurred by the City in performing the corrective action, including architectural, engineering and other consultant's fees and administrative expenses.

Without limiting the responsibility or liability of the Contractor under the Contract, all warranties given by manufacturers with respect to materials incorporated in the work are hereby assigned by the Contractor to the City. If requested, Contractor shall execute formal assignments of said manufacturers' warranties to the City.

It is expressly understood and agreed that City's payment, whether final or otherwise, to the Contractor shall not serve as an acceptance of any defective work supplied by Contractor. Contractor shall correct all defective work, whether it is observed before or after the City's acceptance of the Contract. The warranties set forth herein and elsewhere in the Contract Documents shall survive final acceptance of the work.

Contractor's warranty obligations, whether expressly indicated in the Contract Documents or implied by law, are cumulative and not alternative or exclusive. A particular warranty obligation shall not alter or limit any other warranty or any other City remedy or right provided under the Contract Documents or by applicable law. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby or under applicable law. The Contract's establishment of a specific warranty period relates only to the specific obligation of Contractor to correct, repair and/or replace defective work, and it has no relationship to the time within which a lawsuit may be filed based on Contractor's failure to comply with the Contract Documents or applicable provision of law. Specifically, and without limiting the foregoing, notwithstanding the expiration of any warranty period, City shall have the right to bring suit against the Contractor for latent construction defects pursuant to Code of Civil Procedure section 337.15 or other applicable law, and Contractor shall be held responsible for such defects if proven by the City.

SECTION B-5: CONTROL OF WORK

- A. Authority of Engineer. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and state of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final and he/she shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.
- B. Plans and Working Drawings. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made to any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

The contract plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing.

The contract plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working drawing after it has been approved by the Engineer.

It is expressly understood, however, that approval of the Contractor's working drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his working drawings with the contract plans and specifications.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which such drawings relate and no additional compensation will be allowed therefor.

- C. Conformity With Contract Documents and Allowable Deviations. Work and materials shall conform to the lines, grades, cross sections, dimensions and materials requirements, including tolerances, shown on the plans or indicated in the specifications. Although measurement, sampling and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and his decision as to any allowable deviations therefrom shall be final.

Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

- D. Coordination and Interpretation of Plans, Standard Specifications, and Specifications and Special Provisions. The Standard Specifications, the plans, and Specifications and Special Provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. Plans shall govern over Standard Specifications; Specifications and Special Provisions shall govern over both Standard Specifications and plans.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

- E. Order of Work. When required by the Specifications and Special Provisions or plans, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.
- F. Superintendence. The Contractor shall designate in writing before starting work, an authorized representative who shall have authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or his authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which orders shall be received and obeyed by the superintendent or

foreman who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

- G. Lines and Grades. Such stakes or marks will be set by the Engineer as he determines to be necessary to establish the lines and grades required for the completion of the work specified in the specifications, on the plans and in the Specifications and Special Provisions. When the Contractor requires such stakes or marks, he shall notify the Engineer of his requirements in writing at least 72 hours in advance of starting operations that require such stakes or marks.

Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case such stakes or marks are destroyed or damaged they will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due to the Contractor.

- H. Inspection. The Engineer shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the Specifications, Special Provisions and the plans. All work done and all materials furnished shall be subject to his inspection.

The inspection of the work or materials shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the Engineer or that payment therefore has been included in a progress estimate.

Projects financed in whole or in part with County, State and/or Federal funds shall be subject to inspection at all times by the agency involved.

- I. Removal of Rejected and Unauthorized Work. All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed him for such removal, replacement, or remedial work.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Engineer made under this section, the Engineer may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the Contractor.

- J. Character of Workmen. If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he/she shall be discharged immediately on the direction of the Engineer, and such person shall not again be employed on the work.

- K. Final Inspection. When the work has been completed, the Engineer will make the final inspection.

SECTION B-6: CONTROL OF MATERIALS

- A. General. The control of the materials required to complete the work including, but not limited to, the sources, handling, testing, and rejection shall conform to Section 6 of the Standard Specifications.
- B. Samples and Tests. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as described by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in the Standard Specifications and these Specifications and Special Provisions.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

- C. Defective Materials. All materials which the Engineer has determined do not conform to the requirements of the plans and specifications will be rejected, whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under the provisions in this section, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.
- D. Substitution of Equals. Whenever in the plans or specifications, any material, equipment or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, and the Contractor desires to offer a substitute material, equipment or process as the case may be, on the basis that the substitute is the equal in every respect to that so indicated or specified, then the Contractor shall first submit to the Engineer for his approval, such detailed plans and specifications and other data as the Engineer may deem necessary to enable him/her to determine if the substitute is the equal of that specified.

The Engineer shall in all cases be the judge as to whether the substitute offered is the equal in all respects of the material, equipment or process specified.

If the material, equipment or process offered by the Contractor is not, in the opinion of the Engineer, equal in every respect to that specified, then the Contractor must furnish the material, equipment or process specified, or one that in the opinion of the Engineer is the equal thereof in every respect.

If the material, equipment or process offered by the Contractor is, in the opinion of the Engineer, equal in every respect to that specified, and is approved for substitution, then

the City shall receive the full benefit of any saving in cost to the Contractor, which might result in such substitution.

In the event that a material, equipment, or process is substituted in place of that specified, in accordance with the above, and such substitution, in the opinion of the Engineer, makes it necessary to change, alter, modify or redesign any unit or part of the plant or project, of which the substitution is a part, then the Contractor shall pay all costs, including engineering costs, occasioned by such change, alteration, modification or re-design.

SECTION B-7: LEGAL RELATIONSHIP AND RESPONSIBILITIES

The provisions of Section 7, "Legal Relations and Responsibilities," of the Standard Specifications shall apply, subject to the following additions, amendments, deletions, and modifications:

7-1.12 INDEMNIFICATION AND INSURANCE. Section 7-1.12, Indemnification and Insurance," of the Standard Specifications is hereby deleted and replaced with the following:

RESPONSIBILITY / INDEMNIFICATION PROVISIONS. The Contractor shall indemnify and save harmless the City and its representatives (as defined below) from any and all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor and its subcontractors) or damage to property from any cause whatsoever arising out of, connected to, or in any way related to the Contractor's work (including the work of its subcontractors) or performance of this Contract, except to the extent that such claims, suits or actions were caused by the sole negligence, active negligence or willful misconduct of the City or such indemnification is otherwise prohibited under applicable law. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. This indemnification shall survive termination of the Contract.

The Contractor's indemnity obligation shall not extend to claims to the extent they arise from any defective or substandard condition of the roadway which existed at or prior to the time the Contractor commenced work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing roadway facilities and the claim arises from the Contractor's failure to maintain.

The Contractor waives any and all rights to any type of express or implied indemnity against the City and its representatives. It is expressly understood and agreed that the Contractor shall indemnify and save harmless the City and its representatives from the type of claims, suits, or actions specified above regardless of the existence of the passive negligence of the City and/or its representatives.

As used herein, the term "representatives" shall refer to the City's Council members, City Manager, City Attorney, City Clerk, Treasurer, other officers, employees, agents, insurers, successors, assigns, and consultants. Contractor's obligations hereunder to the City and its representatives are independent and severable obligations. It is expressly understood and agreed that any consultants working for the City are independent contractors to the City, and any active negligence of such consultants shall not affect the Contractor's indemnification responsibilities to the City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within 30 days to the tender of any claim for defense and indemnity by the City and its representatives, unless this time has been extended by the City and its representatives. If the Contractor fails to accept a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract

as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts the tender of defense, whichever occurs first.

Nothing in the Contract is intended to make the public or any person a third party beneficiary under this Contract, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

INSURANCE PROVISIONS. The Contractor shall not commence work under this Contract until evidence has been furnished of the insurance coverage of the types and amounts specified in these Special Provisions. Such insurance shall provide adequate protection for the City of Antioch, its Council members, City Attorney, City Clerk, Treasurer, other officers, employees, agents, while acting in such capacity, and their successors or assignees, as they now or as they may hereinafter be constituted singly, jointly or severally, the United States of America, the State of California against all claims, liability damages and accidents of any kind.

The Contractor shall maintain such insurance in force during the life of this Contract. The Contractor shall furnish the City with satisfactory proof of insurance coverage as specified in these Special Provisions, and all policies shall provide for thirty days' written notice to the City by mail prior to cancellation, reduction in coverage, or expiration.

Neither approval by the City, nor a failure to disapprove insurance furnished by the Contractor, shall release the Contractor of full responsibility for all claims, liability, damages and accidents as set forth herein.

The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy requirements of the insurers for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the Insurance Carrier and the Engineer, giving full details of the claim.

MINIMUM SCOPE AND LIMITS OF INSURANCE. Coverage shall be at least as broad as the following:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the City in writing. At the option of the City, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of

losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insureds: The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).
- B. Project Claims: For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Coverage Cancellation: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

CLAIMS MADE POLICIES. If any coverage required is written on a claims-made coverage form:

- A. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- D. A copy of the claims reporting requirements must be submitted to the City for review.
- E. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Entity.

WAIVER OF SUBROGATION. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE. Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity

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

SUBCONTRACTORS. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

SECTION B-8: PROSECUTION AND PROGRESS

- A. General. The prosecution and progress of the work shall conform to Section 8 of the Standard Specifications and these Specifications and Special Provisions.
- B. Subletting and Assignment. Attention is directed to Section 8-1.01 of the Standard Specifications which provides that the Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and he will be held responsible for their work which shall be subject to the provisions of the of the contract and specifications.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

Attention is directed to Section 8-1.02 of the Standard Specifications. The performance of the contract may not be assigned except upon written consent of the Engineer.

- C. Commencement of Work, Progress, and Time for Completion. The Contractor shall begin work within ten (10) days after receiving notice that the contract has been approved and shall diligently prosecute the same to completion before the expiration date set forth in Division "A" of these Specifications and Special Provisions.
- D. Temporary Suspension of Work. The Engineer shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the work.
- E. Time of Completion and Liquidated Damages. The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the Special Provisions.

It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these

specifications, damage will be sustained by the City of Antioch, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefor agreed that the Contractor will pay to the

City the sum of one thousand dollars (\$1,000) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during the delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within fifteen (15) days from the beginning of any such delay, notify the Engineer, in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.

It is also hereby agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit set forth in these specifications and the City Council extends the time for completion as provided for above, the number of days by which the time for completion is extended being herein referred to as the "delay", then such portion, if any, of the delay as shall be the responsibility of the City, if the delay that is the responsibility of the City is unreasonable under the circumstances and not within the contemplation of the parties to the contract, may result in the Contractor sustaining damage. It is further agreed by the parties that in such case, it is and will be impracticable to determine the actual damage that the Contractor will sustain; and it is therefore agreed that: (1) the City will pay to the Contractor the sum of One Hundred Dollars (\$100.00) per day for each and every day's delay as shall be the responsibility of the City, if and to the extent that the delay that is the responsibility of the City is unreasonable under the circumstances and not within the contemplations of the parties to the contract, and (2) the Contractor will not be charged by the City with liquidated damages in the amount as set forth in the second paragraph of the subsection "E" for the portion of the delay that the City is obligated to pay the Contractor. This provision is contemplated by the parties to provide for the liquidation of damages that the Contractor may sustain to the extent and only to the extent required by Section 7102 of the Public Contracts Code and notwithstanding anything to the contrary herein, shall be so construed, and to the extent that Section 7102 permits the City to limit its liability to an extension of time, only for delay it is hereby agreed by the parties that such limitation is contemplated hereby and by Subsection "I", Compensation, of this Section B-8. In any event the City will not be liable for liquidated damages and will not be obligated to pay the Contractor for any delay caused by acts of God or of the public enemy, acts of the Contractor, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather or delays of subcontractors due to such causes.

- F. Termination of Contract. Failure to supply an adequate working force or material of

proper quality or in any other respect to prosecute the work with the diligence and force specified by the contract, is grounds for termination of the Contractor's control over the work and for taking over the work by the City.

- G. Utility Facilities. The Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged. The right is reserved to the City and the owners of facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces. Attention is directed to the possible existence of underground facilities not known to the City, or in a location different from that which is shown on the plans or in the Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service.
- H. Compensation. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore, except that this provision does not constitute a required waiver, alteration, or limitation of the applicability of Section 7102 of the Public Contracts Code.

SECTION B-9: MEASUREMENT AND PAYMENT

- A. General. Attention is directed to Section 9 of the Standard Specifications which includes procedures for determination of payments, compensation for extra work by force account, partial payments, and final payments.
- B. Scope of Payment. The contractor shall accept the compensation provided in the contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City, and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation will be made in any case for loss of anticipated profits.

- C. Extra and Force Account Work. Extra work as herein before defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided, and as provided in Section 4 of the General Provisions of the Standard Specifications. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing or by force account as provided in Section 9-1.03 of the Standard Specifications.
- D. Stop Payment Notices. The City of Antioch, by and through the Public Works Director or other appropriate city office or officers may at its option and at any time, retain out of any amounts due the Contractor sums sufficient to cover claims stated in stop notices filed pursuant to Section 3179 et seq of the Civil code and to provide for the cost of any litigation thereunder.

- E. Progress Payments. The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, to the time of such estimate, and the value thereof. The City of Antioch shall retain five percent (5%) of such estimated value of the work done and the fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

- F. Substitution of Securities for Withheld Amounts. Pursuant to Division 2, Part 5 (commencing with Section 22300) of the Public Contracts Code of the State of California, the Contractor may substitute securities for any moneys withheld to ensure performance. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, and the City shall then pay such moneys to the Contractor.

Eligible securities shall include those listed in Section 16430, California Government Code, or bank or savings and loan certificates of deposit, interest bearing demand deposits, accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for moneys, and shall receive any interest on such securities.

Any escrow agreement shall be substantially similar in form to the form of escrow agreement included in Section 22300 of the Public Contracts Code.

- G. Finalizing Progress Payment. The Engineer shall, after the completion of the contract, make a final estimate of the amount of work done, and the value of such work, and the City of Antioch shall pay ninety-five percent (95%) of the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provision of the contract.

- H. Final Payment. The five percent (5%) retained by the City of Antioch after each progress payment is made shall be due and payable to the Contractor after the expiration of thirty-five (35) days from the date of recordation of the Notice of Completion following acceptance of the work by the City. It is expressly understood that said final payment or a portion thereof may not be paid to the Contractor if any stop notices are filed properly.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be acceptance of any defective work or improper materials.

Payment by the City of the final amount due under the contract including payment based upon adjustments for any work done in accordance with any alterations of the contract

shall be contingent upon the Contractor furnishing the City with a release of all claims against the City arising by virtue of the contract related to amounts paid or payable thereunder. In the event the Contractor has any such claims, such claims in stated amounts may be specifically excluded by the Contractor from the release, in which case the payment by the City may be of only undisputed amounts.

- I. Repair or Reconstruction of Defective Work. If, within a period of one (1) year after final acceptance of the work performed under this contract, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Contractor, or any of the work done under this contract, fails to fulfill any of the requirements of this contract or the specifications referred to herein, Contractor shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Contractor fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Contractor can be notified, City may, as its option, make the necessary repairs or replacements or perform the necessary work and Contractor shall pay to City the actual cost of such repairs plus twenty-five percent (25%).
- J. Fiscal Agent Payment. With certain exceptions all moneys for the progress payments and final payment under the contract may be held by a bank as the Fiscal Agent of the City. If moneys are so held, the Fiscal Agent will mail by regular mail checks drawn on the Fiscal Agent payable to the Contractor to the mailing address specified on the payment request certified and approved by the City. A separate payment request will be used for the exceptions and in that case the City Treasurer will mail by regular checks or warrants payable to the Contractor to the mailing address specified on the separate payment request certified and approved by the City.

SECTION B-10: DUST CONTROL

The Contractor shall provide suitable means for dust control by applying either water or dust palliative for his operations within the limits of the work. In lieu of conflicting provisions of the Standard Specifications, full compensation for providing dust control shall be considered included in the prices paid for the various contract items of work, and no additional compensation shall be allowed therefore.

SECTION B-11: CONSTRUCTION AND DEBRIS RECYCLING

On January 10, 2017 the Antioch City Council passed and adopted Ordinance No. Ord. 2123-C-S dealing with construction and demolition debris recycling. This ordinance requires a minimum 65% diversion of job site materials from the landfill and requires all contractors to submit a completed Waste Management Plan (WMP). Submission of the required WMP shall be done on a monthly basis as a condition of the progress payment for the contract.

WASTE MANAGEMENT PLAN

This project is covered under our new Construction & Demolition Recycling Ordinance. This ordinance requires that at least 65% of the construction and demolition (C&D) debris generated from the job-site be salvaged and/or recycled. Below are the general guidelines for the WMP process:

TO RECEIVE YOUR NOTICE TO PROCEED: MIRACLE PLAYSYSTEMS NOT RESPONSIBLE FOR PERMITTING WITH CITY DIRECTLY:

- ☐ Complete Page 1 and Section I of the WMP
- ☐ Contract and Property Owner's signatures are required
- ☐ Submit the WMP to the permit desk or directly to the WMP Compliance Official
- ☐ Once the submitted WMP is approved, your permit will be issued
- ☐ A copy of your approved WMP will be returned to you with your building permit

WHILE ON THE JOB:

- ☐ Keep records of all material reused, recycled or landfilled from the site
- ☐ Official weight tags will need to be submitted with the final WMP prior to a final inspection
- ☐ Official weight tags must contain the 1) Job site address, 2) Weight of load, 3) Material types and 4) If the materials were recycled, salvaged or disposed
- ☐ Contact Julie Haas-Wajdowicz, at 925-779-7097 if you need any assistance or have questions

PRIOR TO RECEIVING YOUR FINAL INSPECTION:

- ☐ Complete Section II of the WMP
 - ☐ Submit the final WMP and all applicable documentation to the Building Dept 3 days before you want your final inspection for approval.
- Once your final WMP is approved, a final inspection can occur.



ANTIOCH CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING ORDINANCE WASTE MANAGEMENT PLAN (WMP)

Project No. _____
<input type="checkbox"/> Initial WMP Approved <input type="checkbox"/> Final WMP Approved <input type="checkbox"/> Waived <input type="checkbox"/> Not Approved
Staff Initials: _____
<i>For Cityuse only</i>

Antioch C&D Recycling Ordinance requires at least 65% diversion of job-site waste materials from the landfill. More information about this ordinance can be found at <https://www.antiochca.gov/environment/c-and-d/>

1. Please answer the following:

Property Owner Name/Ph.#	
Job-site Address:	
Name of Project Manager:	
Project Name/Description:	
Contractor's Name/Address:	
Contractor's Phone Number:	
Cellular Phone Number:	
Fax Number:	
Email Address:	

2. Briefly state how materials will be sorted for recycling and/or salvage on the job site.

3. Will this project require the use of sub-contractors? Yes No

4. If yes, briefly state how you plan to inform and ensure participation by the sub-contractors of your job-site recycling and waste management responsibility.

5. **Section I** (next page):

- Identify the type of job-site waste materials to be recycled, salvaged or disposed of.
- Identify how materials will be handled, who will haul materials and what facility materials will be going to.
- Contractor and/or Property Owner must sign in the spaces provided prior to initial WMP approval.

6. **Section II** (next page):

- Upon completion of project, fill this section out with supporting documentation such as: receipts, spreadsheets, etc...

WASTE ASSESSMENT

Section I. BEFORE START OF PROJECT: Identify the materials that you estimate will be recycled, salvaged or landfilled. Identify the handling procedure, hauler and destination of each material type.

Section II. UPON COMPLETION OF PROJECT: Indicate the material types and quantities recycled, salvaged or landfilled from this job-site. **Official weight tags must be submitted with this completed report** identifying 1) job site address, 2) weight of load(s), 3) material type(s), and 4) if materials were recycled, salvaged or disposed. Samples of official weight tags can be found at <https://www.antiochca.gov/environment/c-and-d/>.

Material Type	Section I Identify Materials (✓)			Handling Procedure, Hauler or Final Destination of Materials	Section II Quantity of each material (by weight)			City use only Acceptable weight tag (staff initials)
	Recycle	Salvage	Landfill		Recycled	Salvaged	Landfilled	
Asphalt & Concrete								
Brick, Tile								
Building materials-doors, windows, fixtures, cabinets								
Cardboard								
Dirt/Clean Fill								
Drywall								
Carpet padding/ Foam								
Plate/window Glass								
Scrap Metals (steel, aluminum, brass, copper, etc.)								
Unpainted Wood & Pallets								
Yard Trimmings (brush, trees, stumps, etc.)								
Other:								
Garbage								

If less than 65% or no waste materials are targeted for recycling or salvage, please state why:

Contractor's Signature/Date

Property Owner's Signature/Date

SECTION B-12: GENERAL CONDITIONS

The General Conditions applicable to this work are the provisions contained in the Standard Specifications (May 2006 edition) published by the State of California, Department of Transportation, which are incorporated by this reference as though set forth in full. Certain of these General Conditions are added to, amended, deleted, or modified by the Special Provisions which follow. All reference to the "Department" or "CalTrans" shall be interpreted to mean the City of Antioch when read in conjunction with these Contract Documents.

Copies of the Standard Specifications may be purchased from the State of California, Department of Transportation, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815. Telephone number is (916) 445-3520.

END OF SECTION

ATTACHMENT "B"

November 13, 2020

PO BOX 263
 ALAMO, CA 94507
Phone (800) 879-7730
Fax (510) 893-2163
Email info@miracleplaygroup.com
CSL# 981433 (Exp Date 03/2021)
DIR# 1000015853



Job: P18_1370_Marchetti	End User To:	Sub Total \$18,553.00
Park Play Value additions	City of Antioch	Freight \$642.00
Name:	1201 W 4th St	Tax \$1,009.18
P18_1370_Marchetti Park	Antioch, CA 94509	Total \$20,204.18
Play Value additions	Bill To: City of Antioch	
Number: 00008279	P.O. Box 5007	
	Antioch, CA 94531	
Terms: Net 30	End User Email:	
	Bill To Email:	
	Delivery Contact:	Customer PO:
	Wayne Burgess	Customer Project #:
	Delivery Phone:	
	(925) 584-5636	
	Delivery Address:	Site Address:
	5298 Belle Dr	
	Antioch	

Item	Type	Qty	Rate	Total
115208P - Miracle - Touch Up Paint - Color - Qty 3 - Yellow, Qty 3 - Red, Qty 3 - Blue	Equipment	9	\$9.00	\$81.00
960 - Miracle - Ladybug Spring Rider	Equipment	1	\$1,496.00	\$1,496.00
4507 - Miracle - Concerto 3-Congas	Equipment	1	\$2,069.00	\$2,069.00
4502 - Miracle - Concerto Vibes	Equipment	1	\$4,235.00	\$4,235.00
71460212B - Miracle - Steel Door Panel (Below Deck) - Color - red	Equipment	1	\$1,027.00	\$1,027.00
446MS - Miracle - Seated Excavator	Equipment	1	\$1,186.00	\$1,186.00
116035 - Miracle - Label - Ages 2-5	Equipment	3	\$2.00	\$6.00
Installation of Miracle Additions (including Seated Excavator, Ladybug, Concerto Congas, Concerto Vibes, Door Panel)	Install	1	\$6,800.00	\$6,800.00
Patching and various PIP repairs	Install	1	\$540.00	\$540.00
Rubber Material for PIP Repairs - 50% beige and 50% black (not to exceed 40 square feet)	Install	1	\$810.00	\$810.00

November 13, 2020

Material Bond	Install	1	\$303.00	\$303.00
				Sub Total \$18,553.00
				Total Freight \$642.00
				Total Tax \$1,009.18
				Grand Total \$20,204.18

Company: _____
Signature: _____
Name: _____
Date: _____

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good until December 31, 2020. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order, Fax 510-893-2163 or email info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges •
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary and are as follows:
 - 5-8 weeks for standard (non-custom) play features for US based manufacturers **
 - 12-20 weeks standard play features (non-custom) from European & Canadian manufacturers. Expedited Air Freight is available for additional cost (calculated on case by case basis) **
 - ** Lead times may be extended due to COVID-19 related supply chain delays.
 - Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



November 13, 2020

PO BOX 263
ALAMO, CA 94507
Phone (800) 879-7730
Fax (510) 893-2163
Email info@miracleplaygroup.com
CSL# 981433 (Exp Date 03/2021)
DIR# 1000015853



Job: P18_1369_Jacobsen Park Playground Update Name: P18_1369_Jacobsen Park Playground Update_002 Number: 00003682	End User To: City of Antioch 1201 W 4th St Antioch, CA 94509 End User Email: Delivery Contact: Wayne Burgess Delivery Phone: (925) 584-5636 Delivery Address: 1412 Jacobsen St Antioch	Sub Total \$228,625.70 Freight \$6,624.00 Tax \$14,373.95 Total \$249,623.65 Bill To: City of Antioch P.O. Box 5007 Antioch, CA 94531 Customer PO: Customer Project #: Site Address:
Terms: Net 30		Bill To Email:

Item	Type	Qty	Rate	Total
Miracle Equipment Per Plan 001B	Equipment	1	\$101,090.00	\$101,090.00
INSTALLATION of Miracle Play Equipment per Drawing #P18_1369_001B	Install	1	\$41,350.00	\$41,350.00
Poured in Place Rubberized Surfacing for 10' critical fall height MATERIAL ONLY- 50/50 mix of beige and black over compacted base rock (BY OTHERS)	Install	3394	\$16.00	\$54,304.00
INSTALL ONLY Poured in Place Rubberized Surfacing over 4" compacted base rock (by others)	Install	3394	\$8.50	\$28,849.00
Material Bond	Install	1	\$3,032.70	\$3,032.70
				Sub Total \$228,625.70
				Total Freight \$6,624.00
				Total Tax \$14,373.95
				Grand Total \$249,623.65

Company: _____
Signature: _____
Name: _____
Date: _____

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good until December 31, 2020. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording. Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges •
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary and are as follows:
- 5-8 weeks for standard (non-custom) play features for US based manufacturers **
- 12-20 weeks standard play features (non-custom) from European & Canadian manufacturers. Expedited Air Freight is available for additional cost (calculated on case by case basis) **
- ** Lead times may be extended due to COVID-19 related supply chain delays.
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

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- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____
 Signature: _____
 Name: _____
 Date: _____



ATTACHMENT "C"

CITY OF ANTIOCH PARK UPDATES

May 6, 2019

Miracle PlaySystems Inc.

800.879.7730

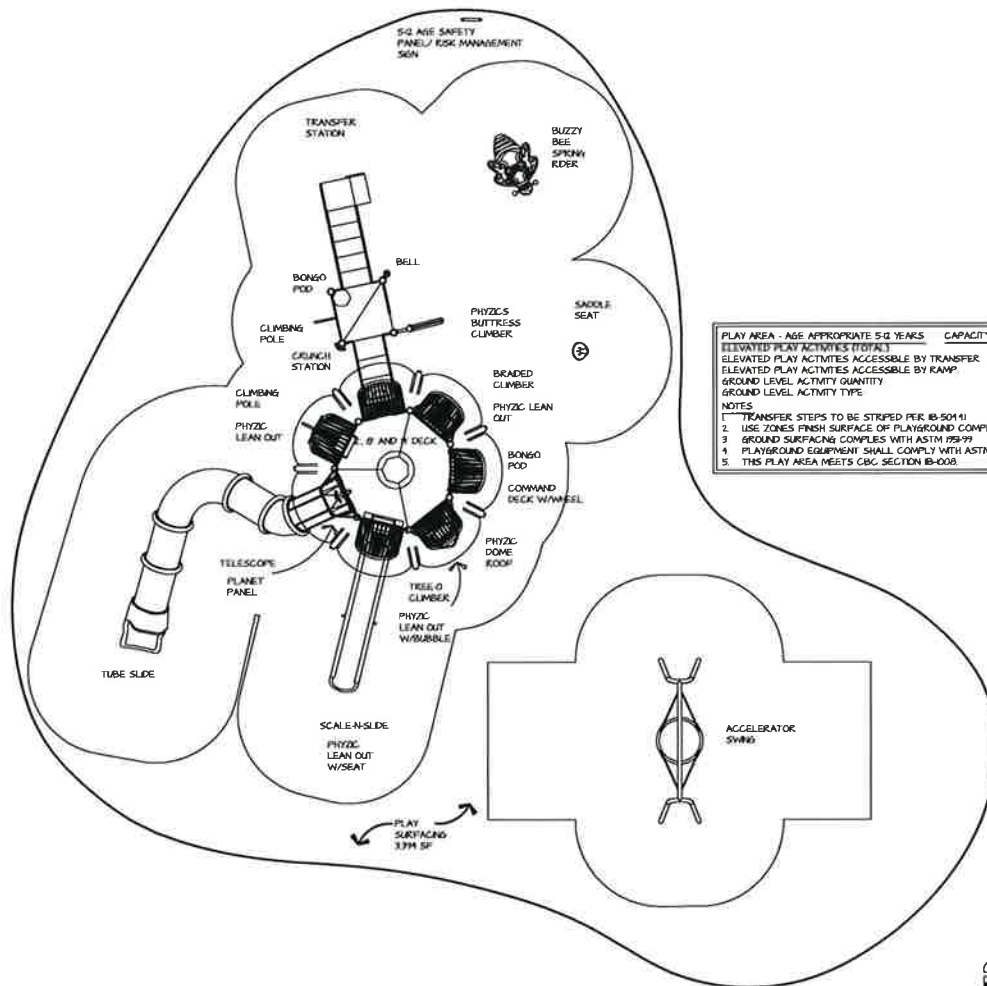
kelly@miracleplaygroup.com

2100 Embarcadero

Oakland, CA 94606

www.miracleplaygroup.com

MIRACLE
playsystems
DESIGNING PLAY



PLAY AREA - AGE APPROPRIATE 5-12 YEARS		CAPACITY: 120-135 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)			
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	7	REQD	7
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0	REQD	0
GROUND LEVEL ACTIVITY QUANTITY	6	REQD	5
GROUND LEVEL ACTIVITY TYPE	5	REQD	3
NOTES			
1. TRANSFER STEPS TO BE STRIPPED PER 18-504.11			
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLES WITH ASTM F1292-99			
3. GROUND SURFACING COMPLES WITH ASTM F1959-99			
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F157-98			
5. THIS PLAY AREA MEETS CBC SECTION 18-000			



ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

LINEAR FEET	23375 LF
CRITICAL FALL HEIGHT	10'-0" CFH
18-1369-Jacobsen-001	

SITE AREA	3,394 SF
SCALE	3/32"=1'-0"
DRAWN BY	DT/LDV
DATE	03-12-2019

Jacobsen Park
Antioch, CA.



Colors Used In Rendering



Jacobsen Park

Antioch, CA.
03-12-2019

18_1369_Jacobson_001B



CREATING FUN
PLAY ENVIRONMENTS
TO ENRICH COMMUNITIES



Jacobsen Park
Antioch, CA.
03-12-2019

18_1369_Jacobson_001B



CREATING FUN
PLAY ENVIRONMENTS
TO ENRICH COMMUNITIES.



Jacobsen Park
Antioch, CA.
03-12-2019

18_1369_Jacobsen_001B



CREATING FUN
PLAY ENVIRONMENTS
TO ENRICH COMMUNITIES



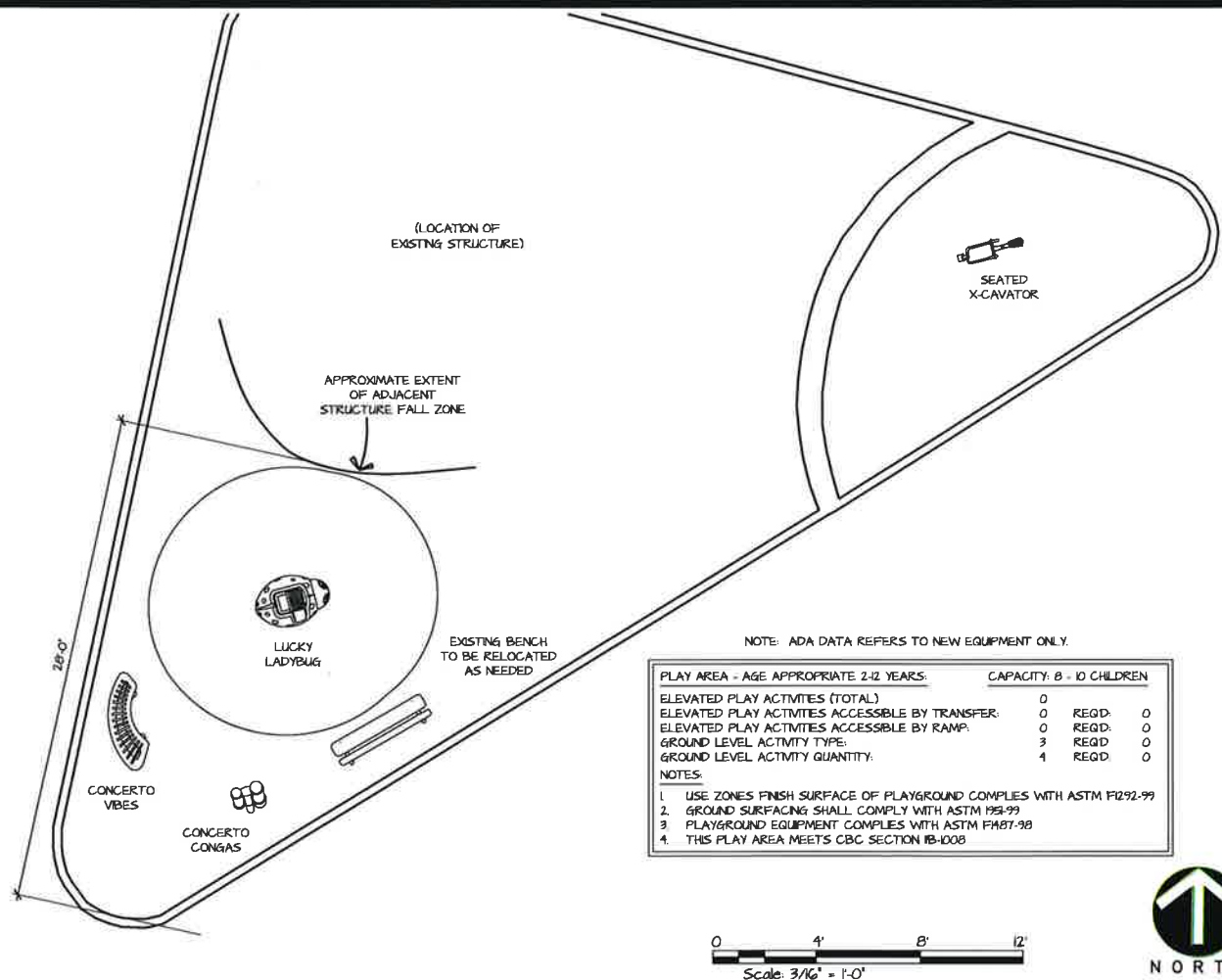
Jacobsen Park

Antioch, CA.
03-12-2019

18_1369_Jacobson_001B



CREATING FUN
PLAY ENVIRONMENTS
TO ENRICH COMMUNITIES



ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

LINEAR FEET:	N/A
CRITICAL FALL HEIGHT:	2'-0"
18_1370_Marchetti_001	

SITE AREA:	N/A
SCALE:	1/8" = 1'-0"
DRAWN BY:	LDV
DATE:	10-23-2008

Marchetti Park Additions
Antioch, CA



Colors Used In Rendering:



Red



Blue



Tropical Yellow

Marchetti Park Playground Additions

Antioch, CA.
12-11-2018

18_1370_Marchetti_001



CREATING FUN
PLAY ENVIRONMENTS
TO ENRICH COMMUNITIES



Colors Used In Rendering:



Red



Blue



Tropical Yellow

Marchetti Park Playground Additions

Antioch, CA.

12-11-2018

18_1370_Marchetti_001



CREATING FUN
PLAY ENVIRONMENTS
TO ENRICH COMMUNITIES

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 24, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Michelle Walker, Administrative Analyst I *MW*

APPROVED BY: John Samuelson, Public Works Director/City Engineer *JS*

SUBJECT: Resolution Approving an Agreement with Interwest Group for Development and Traffic Engineering Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an agreement with Interwest Group for development and traffic engineering services and authorizing the City Manager to execute the Agreement ("Agreement"). The Agreement is in the amount not to exceed \$700,000 per contract year beginning in Fiscal Year 2020/21 through 2020/23 with the option to extend an additional two years.

FISCAL IMPACTS

There is adequate funding for fiscal year 2020/2021 through the General Fund in Development and Traffic Engineering Services; Consulting Services, Developer Fees, and salary savings from the vacant Senior Civil Engineer and Assistant City Engineer positions. Future contract years will be considered as part of the budget approval process.

DISCUSSION

On October 6, 2020, Staff initiated a request for qualifications. Nine engineering consulting firms were contacted to provide professional engineering services, including plan check and related surveying services by a licensed land surveyor, to the land development and traffic engineering divisions of the Public Works Department.

On October 22, 2020, statements of qualifications were received from DK Engineering of Walnut Creek, Interwest Group of Elk Grove, TJKM Transportation Consultants of Pleasanton and Willdan Engineering of Elk Grove. Based on the content of the qualifications, Interwest Group was selected as the most qualified firm to provide the services required for this project. Staff has subsequently met with representatives of Interwest Group to develop the scope of work and cost proposal for the engagement.

The Agreement will augment staff vacancies and enable the Public Works Department to consolidate other contracted professional engineering services within the land development and traffic engineering divisions. The Agreement provides primarily billable hours that will be collected through developer fees. All work will be pre-authorized by the

Public Works Director/City Engineer and is expected to decline in the number of hours as the Assistant City Engineer and Senior Civil Engineer positions are filled.

The scope of work includes:

Land Development Engineering

Interwest will provide the City with immediate assistance within the land development engineering division, under direct supervision of the Public Works Director/City Engineer. The firm will provide plan checking services, assistance with drafting of conditions of approval, input on development agreements, representation of the City at Planning Commission meetings, and other support related to land development tasks or assignments. The firm will provide a qualified person to work full time with City staff at City Hall. This person will be expected to serve as the main point of contact for all development engineering related inquiries and services.

Land Surveyor

The licensed land surveyor will review, suggest corrections, and make recommendations on the checking of tract and parcel maps, records of survey, right of way cases, minor land cases, and final subdivision maps. The land surveyor will also be responsible for other associated professional surveying services that may be requested. The firm will provide a qualified person to work on an as-needed basis with City staff at City Hall. The selected surveyor will be the main point of contact for all survey plan review related inquiries and services.

Traffic Engineering

Interwest will provide the City with general traffic engineering support including engineering and traffic surveys to establish prima facie speed limits throughout the City according to the most current California Vehicle Code and California Manual on Uniform Traffic Control Devices, signal and stop warrants analysis for possible signal or stop sign installations, and general traffic engineering support associated with the planning, design, studies and evaluation of traffic engineering projects. The firm will provide a qualified and licensed traffic engineer to work on an as-needed basis with City staff at City Hall. This person will be the main point of contact for all traffic engineering related inquiries and services.

ATTACHMENTS

- A. Resolution
- B. Agreement

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AGREEMENT WITH INTERWEST GROUP FOR DEVELOPMENT
AND TRAFFIC ENGINEERING SERVICES AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT(S)**

WHEREAS, the City has considered the need for professional engineering services within the land development and traffic engineering divisions of the City, including the need for a licensed land surveyor to provide plan check and related surveying services;

WHEREAS, on October 6, 2020, Staff initiated a request for qualifications and contacted and nine engineering consulting firms to provide professional engineering services, including plan check and related surveying services by a licensed land surveyor, within the land development and traffic engineering divisions of the City;

WHEREAS, on October 22, 2020, statements of qualifications were received from DK Engineering of Walnut Creek, Interwest Group of Elk Grove, TJKM Transportation Consultants of Pleasanton and Willdan Engineering of Elk Grove;

WHEREAS, the City selected Interwest Group as the most qualified firm to provide the services requested; and

WHEREAS, the City Council has considered authorizing the Agreement with Interwest Group for professional engineering services, including plan check and related surveying services by a professional land surveyor, for the land development and traffic engineering divisions of the City in the amount not to exceed, \$700,000 per contract year beginning in Fiscal Year 2020/21 through 2022/23 with the option to extend an additional two years.

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

1. Approves the Agreement with Interwest Group for professional engineering services within the land development and traffic engineering divisions of the Public Works Department, including engagement of a licensed land surveyor to provide plan check and related surveying services in the amount of \$700,000 per contract year, beginning in Fiscal Year 2020/21 through 2022/23, with the option to extend an additional two years; and
2. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

RESOLUTION NO. 2020/**

November 24, 2020

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 24th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND INTERWEST CONSULTING GROUP, INC.

THIS AGREEMENT ("**Agreement**") is made and entered into this 24th day of November, 2020 ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and Interwest Consulting Group, Inc. with its principle place of business at 9300 W. Stockton Blvd., Suite 105, Elk Grove, California 95758 ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties**."

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on November 24, 2023 with the option to extend two, one-year terms, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

1.2 Standard of Performance. Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed six hundred seventy-eight thousand, eighty dollars (\$678,080.00) for the first year, six hundred ninety-four thousand, eight hundred forty-eight dollars (\$694,848) for the second year, six hundred forty-one thousand, four hundred sixty dollars (\$641,460.00) for the third year, notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City

shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
- The Consultant's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.3 Total Payment. City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

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

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

2.5 Reimbursable Expenses. Reimbursable expenses are specified below. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

There are no reimbursable expenses under this agreement

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

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

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

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

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

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage,

bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

4.5 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

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

4.5.2 Primary Coverage. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

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

4.5.4 Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

4.5.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase

coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

4.6 Certificate of Insurance and Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

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

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

7.6 California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not

apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of

Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to

charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant..

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Venue. In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.2 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.3 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.4 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.5 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by John Samuelson ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Jon Crawford, P.E. QSD
Interwest Consulting Group, Inc.
9300 W. Stockton Blvd., Suite 105
Elk Grove, Ca 95758

Any written notice to City shall be sent to:

Development and Engineering Services Division
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

10.11 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

Rowland E. Bernal, Jr. City Manager

Attest:

Arne Simonsen, MMC

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

INTERWEST CONSULTING GROUP, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

Approach

DEVELOPMENT ENGINEERING & LAND SURVEYOR MAP CHECKING SERVICES

PROPOSED METHOD

Interwest will provide on-site and off-site staff coverage through a combination of personnel for a total of 5 days a week plus availability offsite. Additional staffing will be provided on an as-needed basis for off-site review of project plans and maps. The City's main point of contact for these services will be **Jon Crawford, PE, QSD**. When not on-site, he will be available over the phone or via email or video conferencing system during business hours to address any of the City's concerns and to coordinate and manage our staff's efforts. Jon will ensure continued communication between all members of the team so that work is coordinated in a seamless manner. Changes in the point of contact will be made only upon mutual agreement.

Based upon our experience with the workload and trust developed from other clients to whom we are providing similar services, we anticipate that after several months of on-site staff coverage, this assignment will transition to more off-site work for the City. The City's customers will be paramount in this coverage. When on-site, Interwest will only bill our time to the City for work assigned and anticipate working for others when no work from the City is assigned.

Also assigned to the City will be Professional Land Surveyor personnel who will provide review of tract and parcel maps, records of survey, right-of-way cases, minor land cases and final subdivision maps and perform other land surveying services as requested on an as-needed basis.

APPROACH TO SERVICES

Interwest is capable and prepared to become the "One Stop" plan review consultant for the City. The Interwest proposed team is well versed in the applicable City, County, State, and Federal ordinances and necessary standards of services required to serve the City.

Interwest has developed numerous checklists and plan-check process documents for client agencies to assist both our plan check engineers and developer's consultants in the plan submission and review process. Examples include:

- Grading Certification and Compaction Report Review Checklist
- Grading Plan Preparation Checklist
- Grading Plans (Mass/Rough Grading) Checklist
- Improvement Plan Submittals Checklist
- Legal Documents Submittals Checklist
- NPDES Construction Inspection Form
- Ordinance - Tentative Maps - Information Required
- Draining and Hydrology
- Storm Drains
- Water Quality Basins
- Street improvements

COMMUNICATING PLAN CHECK RESULTS

Plan reviews will consist of written comments and redlined plans (1 copy). Comments and redlined plans or approval / denial letter and one (1) set of plans will be returned to the City after each review is completed.

Specifically, plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest Consulting Group will provide a clear, concise, and thorough document (i.e., comment list) from which MHCS D Staff, designers, contractors, and developers can work. Comment lists are delivered via email, FAX, and / or reliable overland carrier. If requested, Interwest Consulting Group will transmit plan review comments and coordinate re-checks directly to the applicant, as required, and completed plan review documents ready for approval will be returned to the City for final approval.

PROJECT MANAGEMENT

In all our efforts we apply management systems that carefully monitor project effectiveness, closely tracking work quality, quantity, schedule, and cost. Delivering projects under aggressive schedules requires careful management, administration, and oversight of project development teams from inception to completion with committed ownership of all aspects.

Upon award of contract, our Project Manager for the City will set up a meeting with key City staff to discuss any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind. This allows our staff to provide the City with high quality, consistent and predictable services.

QUALITY CONTROL / QUALITY ASSURANCE

For all projects we will create and apply tailored management systems that work and will carefully monitor program effectiveness, closely tracking work quality, quantity and cost. Delivering projects under aggressive schedules requires careful management, administration and oversight of project development teams from inception to completion with committed ownership of all aspects. The checklists discussed earlier provide a proven way to assure that issues are not missed. Should there be an unexpected setback, Interwest will quickly review the reasons for the delay, identify options for getting the project back on track, and implement the selected option after consulting with the City. Scope, schedule and budget impacts of the delay will be scrutinized to ensure critical elements are not jeopardized by implementation of the corrective action.

Coordination is the core of what we do at Interwest Consulting Group. Our team will begin the coordination process by working with the City's Management staff to define and fully understand the assigned projects, and City goals. Interwest staff will then complete all steps of the assignment. All local, state and federal laws will be followed to ensure there are no issues throughout the duration of the assignments. Our goal is to ensure there are no surprises and no lost opportunities for the City.

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also to stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City tailoring our services and deployment of staff to match the allocated budget.

SCHEDULE ADHERENCE PROCEDURES

We utilize a database to maintain and track all plans and their status. At our regular scheduled staff meetings with the assigned team, the database allows us to closely monitor workloads to ensure adequate plan review services are available to maintain high standards and timeliness of our services. Meetings to coordinate and update all staff on current projects are held weekly, in addition to any special meetings needed to address new developments or issues and assist in adhering to schedules.

ACCOUNTING AND BILLING PROCEDURES

For all assignments, Interwest will create task and sub-task codes for financial tracking allowing managers to closely monitor and control costs. Invoices can be sent to the City on a per project or monthly basis, as our goal is to create processes that meet the City's needs.

TRAFFIC ENGINEERING SERVICES

PROPOSED METHOD

Interwest proposes to provide a team of qualified, licensed traffic engineers to provide support to the City as directed, including on-site services when required. **Nicole Jules, PE** is Interwest's Director of Traffic Engineering Services and will manage and deploy our staff in the manner most-beneficial to meet your required deadlines and specific expertise needs. Staff will be available on site as needed and further specified below.

APPROACH TO SERVICES

Services we can provide to the City include:

- **Updating speed surveys**, state law requires cities to conduct traffic surveys every five years to justify speed limits that aren't already set by state statute. A survey's life can be extended up to 10 years if certain criteria are met. The city traffic engineer must certify via a stamp, that there had been "no significant changes in roadway or traffic conditions" since the original survey.
- **Preparation of grant applications**, our Transportation Programming and Grant Writing team has direct experience working with staff from the Federal Highway Administration, Federal Transit Administration, California Department of Transportation, California Transportation Commission, and Councils of Governments. Our team understands that the key to grant management is ensuring grant funding is fully leveraged and that all requirements pertaining to the funding are fulfilled. Grant management is proactive planning before the project starts to ensure that funding is maximized in all phases of project delivery and local funds are kept minimal. Our staff will take responsibility for oversight of the project throughout its duration. We monitor grant compliance throughout the project life cycle, including appropriate invoicing and regular checking on grant procedural requirements so as not to jeopardize any eligibility of grant reimbursement. We take a pro-active approach to ensure the appropriate steps are taken before problems arise, not after. We will take the lead or provide assistance in federal "authorization to proceed" submittals to Caltrans Local Assistance or process paperwork to secure E76 authorization.
- **Addressing of traffic related issues with the public** for selected traffic and transportation projects. Tasks may include attendance and participation in public meetings, creation of various education and outreach materials such as project flyers, PowerPoint presentations, etc. Upon request, we will also assist construction inspectors in the interpretation of plans, specifications and other contract documents for assigned projects.
- **Conduct traffic counts and speed studies for various traffic studies**. Typically, these are 24-hour daily counts, intersection peak hour counts, entering volume counts, pedestrian/bicycle counts, parking surveys, vehicle classification counts, and radar speed surveys. Interwest's Subconsultant (NDS) uses innovative traffic counts and speed surveys for special situations. We use unobtrusive technology for traffic counts, speed, pedestrian surveys and parking surveys to determine paths of travel and observe relevant behavior for extended periods.
- **Assist in updating the Design and Construction Standards related to traffic**. Interwest is currently completing an update for the construction standards for San Joaquin County to meet the 2018 Caltrans

standards. This collaborative process engaged staff to review the State standard to see if it met the County's needs or develop their own. Interwest has revised the CADD drawings for improvements standards for agencies. In addition, Interwest prepared and Design Procedures Guide for Rancho Cordova.

- Preparation and / or review of construction plans and specifications for traffic control plans, traffic signal plans and phasing plans, signing and striping plans, and traffic calming plans. These tasks will generally include the collection of existing plans for the street segment or intersection, field review to compare the plans to existing conditions, traffic data collection, as needed, meetings with City staff to ensure complete understanding of the desired design and to discuss/clarify any options, timely revisions in response to plan review comments, and signed and stamped final plans, specifications and cost estimate. The plans and specifications will be prepared in accordance with City standards, the CA MUTCD and other applicable standards. These projects are done without survey. Should this be required for a project, Interwest can prepare Request for Proposals and manage the consultant.
- Presentation of material to City Councils, Planning Commissions and other municipal bodies. Interwest currently has nearly 160 public agency clients where we routinely prepare staff reports and represent the agency at public meetings/hearings.
- Preparation or coordination of GIS mapping information. Interwest has a full-service GIS group and provides these services to numerous agencies.
- Assistance in the development of relevant policies. Many changes are taking place in transportation engineering that cities need to be prepared for. They include SB 743 regarding changes to how traffic studies are prepared for CEQA, including the use of vehicle mile traveled (VMT) instead of intersection or street segment level of service (LOS) to determine a proposed project's significant impact. Cities need to develop their own policies and fee programs in response to these new regulations to protect their interests. Interwest has assisted Cities to revise and update their Development Standards. Interwest has also developed neighborhood speed control policies and processes.
- Assist in implementing the Annual Striping Contract and other street maintenance projects. Interwest has provided Plan, Specs, and Estimates for street rehabilitation and striping projects for many public agencies. These include overlay, slurry and chip seals. These projects are done without survey. Should this be required for a project, Interwest can prepare Request for Proposals and manage the consultant. We can provide Pavement Management services and are well versed with StreetSaver decision trees and budget scenarios.
- Assist the City's Streets Department and/or Engineering with any traffic related issues. Interwest has provided City Traffic Engineering related services such as traffic safety investigations, speed zone surveys, route planning, corridor analysis, capacity evaluations, bicycle and pedestrian facilities analysis, traffic impact reports, computer modeling, congestion management programs, traffic signal and control systems, traffic management plans for construction zones; parking facilities, street signage and marking programs, and street lighting.
- Coordination with Caltrans District 4 and other local agencies on traffic related matters as necessary to obtain approval(s) for various projects. Our staff has extensive experience in acquiring and correctly preparing the required forms and working with the appropriate agencies to successfully obtain approval for grant-funded projects and improvement projects. This includes Caltrans encroachments, MTC, and rail agencies.
- Support and attendance of Bicycle and Pedestrian Advisory Committees. Interwest, acting as a contract City Engineer, represented the City on these types of committees. The key is to respectfully listen and seek solutions that match up with the City's policy and budget framework.

- **Provide signal coordination** for arterial streets based on traffic counts, signal timing, time-space diagrams and the determination of the most appropriate cycle length. We will assess the existing traffic controls and cabinets to determine if any upgrades are necessary to achieve the desired signal coordination and recommend any needed equipment. If desired, before and after studies based on driving the “corridor” will also be provided. If requested, we will also **review traffic signal timing plans and collision data for intersections**, and recommended adjustments. We can also provide technical advice to City staff in connection with the maintenance and the operation of the City’s traffic signal facilities.
- **Preparation of traffic safety studies**, typically in response to citizen requests for traffic control device installations and modifications, such as stop signs, traffic signals, crosswalks, traffic channelization and speed zones. These studies will typically include the review of traffic collision, traffic count and/or speed survey data, field review of existing traffic control devices and motorist/pedestrian/bicyclist behavior, corner sight distance analysis, minimum stopping sight distance analysis, warrant studies based on the California Manual on Uniform Traffic Control Devices (CA MUTCD) and City standards/guidelines, discussions with City staff regarding the findings and recommendations, preparation of concept/final plans, as needed, and a report summarizing the findings and recommendations. If requested, the study will also be presented at community meetings or Council meetings.
- **Analysis of traffic impact studies** prepared by other consultants for development projects, including the review of on-site circulation and project access, study intersections, project trip generation and assignment, level of service methodology and assumptions, accuracy of analysis and conclusions, appropriateness and feasibility of proposed mitigation measures, and preparation of comment memo. The analysis would also include private and public development **plan review for traffic-related plans**, ensuring that the plans are in compliance with City and other applicable standards. The reviews will also include recommendations for approval (conditions of approval), if needed.
- **Maintain and update Traffic cards** or Detector cards used with inductive loops to pass information along to the signal controller. We will monitor traffic conditions to ensure the traffic cards are operating efficiently and recommend modifications as necessary.

Our team will provide the City with the following fundamental elements:

- **Customer service.** We are committed to providing the City and your customers (developers, engineers, and contractors) a level of service that will exceed your expectations.
- **Budget-conscious approach and implementation.** Our services are provided in a cost-effective manner and will be adjusted to remain within the City’s budget constraints. We will monitor and evaluate our areas of responsibility and make recommendations for additional cost savings to the City where possible. **Interwest does not charge our clients for travel time to and from the City.**
- **Qualified personnel and sub-consultants.** We will ensure that staff assigned to serve the City are appropriately qualified and licensed.
- **Timely service.** We work with you to develop the most responsive schedule to meet the time constraints placed on the project. Interwest Consulting Group, with our depth of resources, will meet or exceed your proposed turnaround times.
- **Effective Coordination with other City Departments.** Our people are trained in promoting collaboration and cooperation with other departments and agencies. Effective communication is a key component and we have multiple communication solutions available which will be flexible to the unique needs of the City.

Scoping Effort

LAND DEVELOPMENT ENGINEERING

We understand that the City requires immediate assistance within the land development engineering division. Interwest's Development Engineering Team Lead, Jon Crawford, PE, QSD will provide management of the division under direct supervision of the Public Works Director/City Engineer. We will provide qualified staff to work full time with City staff at City Hall. Jon Crawford, PE, QSD will be the main point of contact for all development engineering related inquiries and services.

Our team will be responsible for:

- ☉ Plan checking of improvement plans submitted, required reports, studies, calculations, and other submittals, and design professional's recommendations
- ☉ Drafting conditions of approvals
- ☉ Providing input on development agreements,
- ☉ Representing the City at Planning Commission meetings,
- ☉ Performing other related land development tasks or assignments.
- ☉ Visit the site to determine field conditions are consistent with the plans submitted.
- ☉ Cross-check all Conditions of Approval, applicable standards, City Procedures Manual, Subdivision Agreements, and applicable PRAs and PAAs, to ensure they are reflected either in the design plans or General Notes.
- ☉ Each plan review will be accompanied with a letter summarizing the red-line comments, addressed directly to the applicant's engineer or landscape architect, with a copy to City staff and the applicant.
- ☉ The Project Manager will meet with the Design Professional and City Staff to review comments or to delineate the standards which are not being met, to assist in the timely completion of the review and meeting the goal of a maximum of three plan check reviews.
- ☉ Soils reports will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- ☉ Construction erosion control and post construction water quality control will be reviewed for compliance with the storm water quality management permit in effect for the City.
- ☉ Map checking, as required, will be overseen by Registered Civil Engineers licensed to practice Land Surveying in the State of California or by licensed Land Surveyors.

LAND SURVEYOR

Interwest will provide a licensed land surveyor to perform services including:

- ☉ Reviewing, suggesting corrections, and making recommendations on the checking of tract and parcel maps, records of survey, right of way cases, minor land cases, and final subdivision maps.
- ☉ Performing other associated professional surveying services as requested.
- ☉ Providing a qualified person to work on an as-needed basis with City staff at City Hall.

TRAFFIC ENGINEERING

Interwest will provide the City of Antioch with general traffic engineering support including:

- Engineering and traffic surveys to establish prima facie speed limits throughout the City according to the most current California Vehicle Code and California Manual on Uniform Traffic Control Devices.
- Signal and stop warrants analysis for possible signal or stop sign installations.
- General traffic engineering associated with the planning, design, studies and evaluation of traffic engineering projects.
- Providing a qualified and licensed traffic engineer to work on an as-needed basis with City staff at City Hall.

Anticipated Effort Per Common Task

MAXIMUM PROPOSED TURN-AROUND TIME FOR TRAFFIC, PLAN AND MAP CHECK

Plan checking shall follow a set schedule of turnaround timeframes as established by the City. It is strongly expected that plan checks should not exceed three (3) total plan check cycles. Turnaround times are not to exceed the following:

- First Submittal: 10 Working Days
- Second Submittal: 5 Working Days
- Third Submittal: 3 Working Days
- Mylar Review: 2 Working Days
- Major change during design stage: 7 Working Days
- Major change in the field: 3 Working Days

For larger more complex projects we propose an additional 5 working days to the turnaround timeframes listed above. This turnaround time schedule does not exclude the option for expedited plan reviews as needed by the City. Expedited reviews are not typical but are anticipated for certain projects deemed as priorities by the City Staff to complete a thorough plan review. Periodic meetings shall be scheduled to discuss plan check issues with the City's project engineers. Unless otherwise directed by City staff, no plan check shall be returned to the developer, or the developer's representative, until the City's project engineers have been updated on the status of the plan checks being returned. The Project Manager will meet weekly (or as otherwise arranged) with City Staff.

For any reason, if a plan check is expected to exceed three (3) cycles, Interwest shall inform the City's engineering staff and a meeting will be coordinated by the City with Consultant and developer (and/or developer's Engineer) to resolve outstanding issues. To the extent feasible, Interwest will perform a thorough review with the first submittal of plans to avoid new comments on any subsequent submittals.

Anticipated Annual Cost of Providing Services

The estimates below are based upon the following criteria provided by the City:

- 5 days a week on site development services.
- 5 days a week traffic support. Hours will be reduced over the year as system is brought up to current standards.
- 4 hours a week LS support
- 1 day a week staff support.
- Three-year contract with 2 one year extensions at city request
- Hourly rate increase of up to 3% each year on anniversary date

Annual costs are based upon Time and Material to the maximum shown below:

Year 1 –	\$ 678,080
Year 2 –	\$ 694,848
Year 3 –	\$ 641,460
Extension Year 1 -	\$ 660,704
Extension Year 2 -	\$ 680,525


Fee Schedule

The rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.

CLASSIFICATION	HOURLY BILLING RATE
Engineering	
Principal in Charge.....	\$175
Project Manager	160
Traffic Engineer	160
Professional Land Surveyor.....	155
Supervising Engineer	150
Senior Engineer.....	140
Engineering Associate III.....	125
Grading Plans Examiner.....	120
Engineering Associate II.....	115
Engineering Associate I.....	105
Senior Engineering Technician.....	105
Engineering Technician III	95
Engineering Technician II	85
Engineering Technician I	75
Student Trainee	30

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 24, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Kevin Valente, Contract Planner
Raney Planning & Management, Inc.
REVIEWED BY: Alexis Morris, Planning Manager
APPROVED BY: Forrest Ebbs, Community Development Director 
SUBJECT: Cookies Cannabis Dispensary (UP-19-14)

RECOMMENDED ACTION

It is recommended that the City Council consider the Planning Commission's recommendation to adopt the resolution to approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery subject to the conditions contained in the resolution. The proposed resolution is included as Attachment "A" to this staff report.

DISCUSSION

Requested Approvals

The applicant, Bakery Antioch, Inc. (Cookies Dispensary), requests approval of a Use Permit to operate a cannabis dispensary with delivery. The subject property is located at 2515 West Tenth Street (APN 074-051-018).

Environmental

The proposed project would occupy an existing structure. Therefore, staff has determined the proposed project to be exempt from the provisions of the California Environmental Quality Act (CEQA) under Class 1, Section number 15301 (Existing Facilities) which includes interior or exterior alterations of an existing structure.

Background

With the passage of Proposition 64 in November of 2016, California residents over the age of 21 can legally use marijuana without a medicinal card if not in a public place. Californians can carry and use up to one ounce of marijuana and grow up to six plants for personal use. Recreational sales of marijuana did not go into effect until January 1, 2018. The possession, sale and distribution of cannabis is now legal under California State law, subject to provisions contained in the law, including a State licensing requirement. The law did not mandate that local agencies accommodate any or all forms of cannabis businesses and much discretion remains with cities and counties.

On May 2, 2018, the Antioch Planning Commission recommended to the City Council approval of an Ordinance amending Title 9, Chapter 5 of the Antioch Municipal Code, thereby creating new provisions for the consideration of cannabis businesses in the City of Antioch. The City Council introduced the ordinance on May 22, 2018 and approved the ordinance on June 26, 2018. The ordinance went into effect on July 26, 2018. The Code Amendment established new definitions, imposed basic standards, and created a new Cannabis Business (CB) Zoning Overlay District. Within the CB Zoning Overlay District, a party may apply for a Use Permit from the City Council for the establishment of a Cannabis Business. Unlike the typical Use Permit process, a cannabis Use Permit must be reviewed by the City Council after a recommendation by the Planning Commission.

On September 11, 2018, the Antioch City Council adopted Cannabis Guidelines by approval of Resolution No. 2018/117. The purpose of the guidelines is to provide the public and potential applicants with the City of Antioch's general expectations relating to the design and operation of a cannabis business.

At the Planning Commission meeting on October 21, 2020, the Planning Commission voted 4-2 to recommend to the City Council that the Use Permit be approved. A copy of the draft Planning Commission meeting minutes have been included as Attachment "I" to the staff report.

The Planning Commission had several questions for staff regarding Fire and Police Department review of the proposed project, the Use Permit, proposed retail items, the required Operating Agreement, and parking concerns.

The project was routed to the Contra Costa County Fire Protection District (CCCFPD), who submitted a comment letter with standard comments. Planning staff explained there were currently no outstanding concerns from the CCCFPD and during the building permit process, the CCCFPD would have to sign off on the project. Captain Morefield from the Antioch Police Department reported that there had been a relatively small number of calls for service at dispensaries currently operating in Antioch, which he attributed to the strong security measures the City had created. In addition, Captain Morefield verified that there were no outstanding issues regarding this application and noted that he met with and provided feedback to the applicant who was very receptive. Furthermore, Captain

Morefield stated that two-armed security guards were more than adequate for a business of this size.

Planning staff also explained the timing and expiration of the proposed Use Permit, and that if the applicant does not receive a building permit within 2-years, the applicant could request a one-year extension on the Use Permit. Once a building permit is approved, the Use Permit would be in perpetuity as long as the use remained in compliance with all the conditions of approval.

The Planning Commissioners also had questions regarding the retail items that would be available in the dispensary. The applicant clarified that their product packaging was compliant with California laws and standard disclaimers were on all packaging, and explained that the products in their lobby were only displays filled with rice and all of their products were in secure storage, behind locked doors, only accessible to authorized employees.

The City Attorney provided details on the required Operating Agreement that is currently being prepared with the applicants, which is separate from the Use Permit process. The Operating Agreement will be very specific and contractually based with a monitoring component and a social equity component, and the applicant team has demonstrated complete willingness to make contributions. In addition, the applicant stated the percentages of gross revenue for donations in the first-year would be 0.25 percent, 0.37 percent in the second-year, and 0.5 percent in the third-year of operation.

The amount of available parking for this project was a concern for several Planning Commissioners. Planning staff explained that the applicant revised their plans to address staff's initial concerns regarding parking, including removing the vehicle gate at the rear of the building, re-striping the vehicle parking spaces at the rear of the building, as well as including new interior tandem parking spaces for employees.

In addition, during the review of the project, the required parking calculations were based on all employees and customers being there at the same time. The project exceeds the retail requirement, which is best equivalent staff is able to use, and there are conditions of approval for security guards to enforce these requirements. Planning staff noted that in the future, if the proposed operation is insufficiently parked and the security guards were not complying with the conditions of approval, the Use Permit could go through the revocation process.

In addition to questions to staff from the Planning Commission, two members of the public commented on the proposed project during the public hearing. A representative of Contra Costa Farms expressed concern that the proposed project would not be contributing an equitable amount to their Social Equity Program and they felt it would be disingenuous to franchise this business, as well as, identifying a concern for the available parking at this location would be insufficient for the business. Furthermore, a property manager of an

adjacent building in the business center also expressed concern regarding the lack of parking for the business.

Project Overview

The applicant proposes to operate a cannabis dispensary with delivery at 2515 West Tenth Street. The proposed hours of operation are seven days a week from 9:00 AM to 8:00 PM. The operations will consist of the on-site sale of retail cannabis products, as well as retail delivery of cannabis products.

The site contains an existing 6,389-square-foot (sf) masonry building. The applicant would occupy the entire building with 2,040 sf of retail sales, 635 sf of storage area, 563 sf of office, and a 2,345-sf interior vehicle parking and loading area. All customers must enter the lobby first and present a valid identification to a security guard prior to entering the sales area. The applicant has provided design concept exhibits of the interior, which are included as Attachment “B” to the staff report.

In addition to retail cannabis, the applicant is also proposing to sell vape pens, vape pen batteries, and chargers which are used to administer cannabis concentrates. They do not intend to sell rolling papers, pipes, bongs, etc. The cannabis guidelines prohibit the sale of cannabis related paraphernalia unless explicitly authorized through the Use Permit. Therefore, staff has included a condition of approval limiting the cannabis paraphernalia sold on-site to vape pens, vape pen batteries, and chargers, unless approved in writing by the Community Development Director.

The proposed retail items to be sold at the site are included as Attachment “C” to the staff report.

The applicant plans to begin delivery operations with one (1) employee-owned delivery vehicle, which will be available to make deliveries during the same hours as the retail business hours. As operations commence, the applicant may increase the number of delivery vehicles based on demand. The delivery vehicles will not have any marking or other indications on the exterior of the vehicle that may indicate that the delivery employee is carrying cannabis goods for delivery.

General Plan, Zoning, and Land Use

The General Plan designation of the site is Business Park. The zoning of the site is Planned Business Center (PBC) and CB Zoning Overlay District. Cannabis dispensaries are allowed in the CB Overlay District subject to the approval of a Use Permit by the City Council.

The surrounding land uses and zoning designations are noted below:

North:	Business Park Uses / PBC & CB Overlay
South:	Business Park Uses / PBC & CB Overlay
East:	Business Park Uses / PBC & CB Overlay
West:	Business Park Uses / PBC & CB Overlay

Site Plan

The 0.4-acre site includes an existing 6,389-sf masonry building within an approximately 2.5-acre existing business park. The business park includes several businesses, two access driveways along West 10th Street. New construction is not proposed on the site other than internal tenant improvements to the existing building. The applicant is proposing to occupy the entire building consisting of a welcome area, retail space, staff room and manager's office, storage with vault and an interior loading bay for the proposed delivery service. The building entrance contains a 213-sf welcome area where customers are required to check in with security personnel and provide valid identification before being allowed to enter the 2,040-sf retail area where the cannabis is sold.

The project site includes a total of 19 exterior vehicle parking spaces including one ADA accessible space, 11 of the 19 exterior parking spaces are located at the rear of the building. It should be noted there are also six interior tandem parking spaces reserved for employees, as well as, a separate roll-up door for the secured interior loading area for deliveries.

Site Security

As required, the applicant submitted a security plan for the site. The security plan addresses the following issues:

- Physical elements of the site such as location of the building, outdoor lighting, and parking areas.
- Electronic security such as motion sensors, controlled access areas, and surveillance cameras.
- Compliance and procedures such as inventory management, cash handling, and employee training.
- On-site physical security services related to the number of physical security guards present at the site.

The security plan was reviewed by the Antioch Police Department. After the review was complete, the Police Department, Planning staff, and the applicant met to review the plan. During the meeting, Police Department staff provided the applicant with feedback on their security plan, as well as additional site-specific security measures that have been incorporated into conditions of approval for the project in the attached resolution. The

proposed security measures are consistent with the security expectations detailed in the Cannabis Guidelines.

Staff has included a condition in the attached resolution requiring the Antioch Police Department to conduct a site inspection to assess the security of the site prior to a certificate of occupancy being issued for the site. Any changes that the Antioch Police Department deem necessary upon site inspection will be incorporated into a revised site security plan that will then be submitted for their review and approval. A certificate of occupancy will not be issued without final approval of a site security plan by the Antioch Police Department. In addition to the security inspection prior to issuance of certificate of occupancy, the business is required to submit to annual security audits conducted by a third party or City staff.

Neighborhood Responsibility Plan

As required, the applicant submitted a neighborhood responsibility plan detailing their efforts to mitigate any potential impacts that their business may cause. The plan details the spreading of education and awareness about cannabis throughout the community. In addition, the applicant hires locally and both supports and rewards staff when they contribute back to their community. The Neighborhood Responsibility Plan is included as Attachment “D” to the staff report.

Operational Issues

The applicant has submitted an odor mitigation plan certified by an environmental scientist that demonstrates the measures they will take to ensure that cannabis odors will not be detected at or beyond the site (Attachment “E”). Staff has included a condition of approval requiring that adequate on-site odor control measures are maintained at all times and that cannabis odors cannot be readily detected outside the structure in which the business operates.

Staff has also included a condition of approval addressing site management and requiring the cannabis business operator to take “reasonable steps” to discourage and address objectionable conditions that constitute a nuisance in parking areas, sidewalks, and areas surrounding the premises during business hours if directly related to patrons of the business. Staff has also included a condition of approval prohibiting the smoking or ingestion of cannabis products on-site.

The proposed project would be the only retail use in the business park and, therefore, would have a significant higher vehicle turnover rate than the other existing businesses. Within the business park the project site includes a total of 25 vehicle parking spaces allocated for their use, with 19 available to the public, which exceeds the City’s off-street parking requirement of five spaces per 1,000 sf of retail space (3,500 sf of proposed gross retail space including office and storage requires 17 vehicle parking spaces). Proposed building modifications include six interior employee parking spaces and a secured interior

loading space for deliveries. The existing chain-link security fence behind the building is proposed to be removed to allow for customers to use the 11 vehicle parking spaces behind the building in addition to the eight vehicle parking spaces at the front of the building. Furthermore, the applicant has coordinated with the surrounding business operators to lessen any impact the proposed use would have on the neighboring businesses. The project applicant has provided the attached Community Outreach Memo (Attachment "F"), which identifies the applicant's community outreach efforts.

Parking for the business park is not shared parking and each building has dedicated spaces on their parcel for their customers and employees to park. The on-site security guards will serve as dedicated individuals to ensure agreed upon parking protocols and restrictions are monitored and adhered to in the parking lot. The project's security guards will monitor the entrance and exit of all vehicles in the parking lot, and if a vehicle is seen parking in a neighboring, restricted space and the occupant is intending to enter the Cookies building, the driver will be notified that they will not be admitted entry unless they park their vehicle in a dedicated, permittable space. In addition, the applicant intends to sign parking stalls as "Cookies Customer Parking" with the additional acknowledgement that parking in any space not specifically designated as Cookies Customer Parking is prohibited.

These proposed parking enforcement measures will be strictly enforced and part of the training protocol and have been incorporated into conditions of approval for the project in the attached resolution.

Comment Letter

The City has received a comment letter from Castle Management, who serves as the property management company for a neighboring building located in the business park (Attachment "H"). The comment letter identifies concerns with potential customers from the project parking in their tenant's parking spaces. As stated above, the on-site security guards will serve as dedicated individuals to ensure agreed upon parking protocols and restrictions are monitored and adhered to in the parking lot. The project's security guards will monitor the entrance and exit of all vehicles in the parking lot, and if a vehicle is seen parking in a neighboring, restricted space and the occupant is intending to enter the Cookies building, the driver will be notified that they will not be admitted entry unless they park their vehicle in a dedicated, permittable space. In addition, as noted in the Community Outreach Memo, the applicant has done an extensive amount of outreach with neighboring businesses and has executed a parking enforcement agreement specifically with Castle Management on how to address any parking concerns.

Conclusion

Staff has determined the proposed project is consistent with Title 9, Chapter 5 of the Antioch Municipal Code, the City's CB Zoning Overlay District, and the City's adopted Cannabis Guidelines and, therefore, recommends that the City Council adopt the attached resolution **APPROVING** a Use Permit (UP-19-14) for a cannabis dispensary with delivery located at 2515 West Tenth Street.

ATTACHMENTS

- A. City Council Resolution No. 2020-**
- B. Interior Design Exhibits
- C. Proposed Retail Items
- D. Neighborhood Responsibility Plan
- E. Odor Control Plan
- F. Community Outreach Memo
- G. Proposed Project Plans
- H. Comment Letter Received from Castle Management, October 13, 2020.
- I. October 21, 2020 Draft Planning Commission Minutes

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A USE PERMIT (UP-19-14) FOR CANNABIS DISPENSARY WITH
DELIVERY LOCATED AT 2515 WEST TENTH STREET**

WHEREAS, Bakery Antioch, Inc. requests approval of use permit for a cannabis dispensary with delivery (APN 074-051-018);

WHEREAS, this project is Categorically Exempt from the provisions of CEQA, pursuant to section 15301;

WHEREAS, the Planning Commission on October 21, 2020, duly held a public hearing and received and considered evidence, both oral and documentary and recommended that City Council approve the Use Permit;

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

WHEREAS, on November 24, 2020, the City Council, duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby make the following findings for approval of a Cannabis Business Use Permit:

1. The granting of such Use Permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

The proposed cannabis dispensary is heavily conditioned to address public health and welfare issues. On-site armed security is required at all times with annual audits of the site security plan required. The business shall also maintain on-site odor control so that cannabis related odors are not readily detected outside the structure. Based upon the conditions imposed, the cannabis dispensary use will not create adverse impacts to the surrounding businesses and residents. In addition, the on-site security guards will serve as dedicated individuals to ensure agreed upon parking protocols and restrictions are monitored and adhered to in the parking lot.

2. The use applied at the location indicated is properly one for which a Use Permit is authorized.

The site is zoned Cannabis Business Zoning Overlay District. The Cannabis Business Zoning Overlay District allows cannabis dispensaries with the approval of a Use Permit.

3. That the site for the proposed use is adequate in size and shape to accommodate such use, and all parking, and other features required.

The proposed cannabis dispensary will take place in an existing commercial building with sufficient parking. In addition, the on-site security guards will serve as dedicated individuals to ensure agreed upon parking protocols and restrictions are monitored and adhered to in the parking lot. The project's security guards will monitor the entrance and exit of all vehicles in the parking lot, and if a vehicle is seen parking in a neighboring, restricted space and the occupant is intending to enter the Cookies building, the driver will be notified that they will not be admitted entry unless they park their vehicle in a dedicated, permittable space. Furthermore, the site has a secure interior loading area for cannabis deliveries.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

The project site is currently developed and is located on the south side of West Tenth Street, which is adequate in width and pavement type to carry the traffic generated by the proposed use.

5. The granting of such Use Permit will not adversely affect the comprehensive General Plan.

The use will not adversely affect the comprehensive General Plan because the project is consistent with the General Plan designation for the site of Business Park.

6. That the location and site characteristics of the proposed cannabis business are consistent with all applicable State laws and City standards or guidelines, that all provisions have been made to ensure that the operation of the cannabis business will not create excessive demands for police service or other public services, and that the cannabis business will benefit the City of Antioch.

The conditions of approval on the project are consistent with the Cannabis Guidelines. The security plan has been reviewed by the Antioch Police Department and security conditions have been included per their direction. The fees generated by the sale of cannabis will provide a financial benefit to the City of Antioch.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby **APPROVE** the use permit for a cannabis dispensary with delivery, located at 2515 West Tenth Street (APN 074-051-018) subject to the following conditions:

A. GENERAL CONDITIONS

1. The project shall comply with the Antioch Municipal Code. All construction shall conform to the requirements of the California Building Code and City of Antioch standards.
2. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
3. The project shall be implemented as indicated on the application form and accompanying materials provided to the City and in compliance with the Antioch Municipal Code, or as amended by the Planning Commission or City Council.
4. No building permit will be issued unless the plan conforms to the project description and materials as approved by the City Council and the standards of the City.
5. This approval expires two years from the date of approval by the City Council (November 24, 2022), unless an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
6. No permits or approvals, whether discretionary or ministerial, shall be considered if the applicant is not current on fees, reimbursement payments, and any other payments that are due.
7. City staff, including the Antioch Police Department, shall inspect the site for compliance with conditions of approval prior to the issuance of a Certificate of Occupancy or commencement of the business.
8. The applicant shall obtain an encroachment permit for all work to be done within the public right-of-way.

B. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall comply with AMC § 5-17.04 and 5-17.05, or as approved in writing by the City Manager.
2. The project shall be in compliance with and supply all the necessary documentation for AMC § 6-3.2: Construction and Demolition Debris Recycling.

3. Building permits shall be secured for all proposed construction associated with this facility, including any interior improvements not expressly evident on the plans submitted.
4. Standard dust control methods shall be used to stabilize the dust generated by construction activities.

C. AGENCY REQUIREMENTS

1. All requirements of the Contra Costa County Fire Protection District shall be met, including:
 - a. The owner/contractor shall submit a minimum of two (2) complete sets of plans and specifications of the subject project to the Fire District for review and approval prior to construction to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (107) CBC
 - b. Fire District approval is required before any expansion of the business or processes other than retail sales.
 - c. Provide quantity, type and location of any hazardous materials to be stored and used on the site with tenant improvement plans
2. Changes of use or occupancy. Changes shall not be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this code. (§102.3) CFC
3. The developer shall submit a minimum of two (2) complete sets of building plans and specifications of the subject project, including plans for any of the following required deferred submittals, to the Fire District for review and approval prior to construction to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC
 - Fire sprinklers
 - Fire alarm
 - Emergency Responder Radio Coverage System (ERRCS)

D. FEES

1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.
2. The applicant shall pay all required fees at the time of building permit issuance.

E. PROPERTY MAINTENANCE

1. No illegal signs, pennants, banners, balloons, flags, or streamers shall be used on this site at any time.
2. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

F. PROJECT-SPECIFIC REQUIREMENTS

1. This Use Permit approval applies to the operation of a cannabis dispensary with delivery as depicted on the project plans and application materials submitted to the Community Development Department. Any forthcoming plans submitted for any purpose shall be entirely consistent with these received plans and application materials and conditions of approval herein.
2. The hours of operation for on-site operations and deliveries shall not exceed seven days a week from 9:00 AM – 8:00 PM.
3. All necessary licenses from the State of California shall be obtained prior to opening.
4. All persons entering the business must be at least 21 years of age with a valid identification card. An electronic reader shall be used to read and validate identification cards.
5. No smoking or ingestion of cannabis products on-site is allowed.
6. No free samples of cannabis products are allowed.
7. Cannabis products that are not used for display purposes or immediate sale shall be stored in a secured and locked room, safe, or vault, and in a manner reasonably designed to prevent diversion, theft, and loss.
8. Cannabis related waste shall be stored and secured in a manner that prevents diversion, theft, loss, hazards and nuisance.

9. The operator shall take reasonable steps to discourage and correct objectionable conditions that constitute a nuisance in parking areas, sidewalks and areas surrounding the premises during business hours if directly related to patrons of the business.
10. A copy of this Use Permit and City of Antioch business license, as well as any other State licenses, shall be on display during business hours and in a conspicuous place so that they may be readily seen by all persons entering the facility.
11. No signs, tinting, or other graphic material may be used to obscure the storefront windows.
12. No drive-through, drive-up, or walk-up window services are allowed.
13. No fewer than two uniformed and armed security guards who are employed by a Private Patrol Operator (Security Company) who is currently licensed with the California Department of Consumer Affairs shall be on-site during business operating hours. One armed security guard shall be on-site at all times, even when the facility is closed. A copy of the contract with the Security Company shall be provided to the Community Development Director for review and approval prior to issuance of a certificate of occupancy.
14. The name of the Security Company, proof of liability insurance including a copy of all exceptions, their State license number, and the guard registration numbers for the employed guards shall be provided to the Community Development Department. Should there be a change in the security private patrol operator or in the liability insurance of the applicant, the Community Development Director shall be notified within five (5) business days.
15. The City Council may require modification, discontinuance or revocation of this use permit if it finds that the use is operated or maintained in a manner that it:
 - Adversely affects the health, peace or safety of persons living or working in the surrounding area; or
 - Contributes to a public nuisance; or
 - Has resulted in excessive nuisance activities including disturbances of the peace, illegal drug activity, diversion of Cannabis or Cannabis Products, public intoxication, smoking in public, harassment of passersby, littering, or obstruction of any street, sidewalk or public way; or
 - Has resulted in or has been the target of criminal activity requiring undue attention and dedication of the Antioch Police Department resources; or

- Violates any provision of Antioch Municipal Code or condition imposed by a City issued permit, or violates any provision of any other local, state, regulation, or order including those of state law or violates any condition imposed by permits or licenses issued in compliance with those laws.
 - Results in more than three distinct unresolved odor complaints in a twelve (12) month period.
16. The business shall incorporate and maintain adequate on-site odor control measures in such a manner that the odors of cannabis and cannabis-related products shall not be readily detected from outside of the structure in which the business operates or from other non-Cannabis businesses adjacent to the site.
 17. During regular business hours, all cannabis business premises shall be accessible, upon request, to an authorized City employee or representative for random and/or unannounced inspections. The cannabis business may be charged a fee for any inspections.
 18. An annual audit of the site's security plan shall be submitted to the Antioch Police Department. The audit shall be conducted by City staff or a third-party company subject to the approval of the Antioch Police Department.
 19. All points of ingress and egress to the business shall be secured with Building Code compliant commercial-grade, non-residential door locks and/or window locks. Entry and exit doors to restricted cannabis areas shall be made of reinforced metal with metal frames and have a security lock system.
 20. Building signage shall not state that cannabis or cannabis products are stored, sold or handled on the site. Images of cannabis leaves, green crosses, or similar commonly-identifiable graphics are not allowed. All building and on-site signage shall be subject to staff review and approval.
 21. Any proposed exterior changes to the site shall be shown on the building permit plan submittal. Exterior changes may be subject to administrative design review approval.
 22. The only cannabis paraphernalia allowed to be sold at the site are vape pens, vape pen batteries, and chargers unless approved in writing by the Community Development Director.
 23. Delivery vehicles shall not contain identifiable markings that associate the delivery service with the cannabis business.
 24. The loading and unloading of vehicles for delivery of cannabis shall be conducted in a secured, gated or enclosed area.

25. All delivery of cannabis to the site shall take place in a caged/gated delivery area with a dedicated armed security guard to be present during all deliveries.
26. Bollards shall be placed on the site in front of windows and doors that make the site vulnerable to a “smash and grab” scenario. The location of the bollards shall be subject to the review and approval of the Antioch Police Department prior to issuance of building permits for the project.
27. Visible signage shall be placed at the entrance of the facility notifying the public of surveillance on site.
28. All dedicated vehicle parking spaces shall be signed with “Cookies Customer Parking” with the additional acknowledgement that “Parking in any space not specifically designated as Cookies Customer Parking is expressly prohibited and vehicles that do so will be subject to towing and impoundment.”
29. The required on-site security guards shall monitor and enforce the agreed upon parking protocols and restrictions, including but not limited to, if a customer’s vehicle is seen parking in a restricted space, the driver will be notified by security and will be asked to park their vehicle in a permitted space.
30. Prior to a certificate of occupancy being issued for the site, the Antioch Police Department shall conduct a site inspection to assess the security of the site. Any changes the Antioch Police Department deems necessary upon site inspection shall be incorporated into a revised site security plan that is then submitted for their review and approval. No certificate of occupancy will be issued without final approval of a site security plan by the Antioch Police Department.
31. Security measures shall be designed to ensure emergency access is provided to the Antioch Police Department and the Contra Costa Fire Department for all areas on the premises in case of an emergency.
32. Security surveillance cameras shall be installed and maintained in good working order to provide coverage on a twenty-four (24) hour real-time basis of all internal and external areas of the site where cannabis is stored, transferred and dispensed, where any money is handled, and all parking areas. The cameras shall be oriented in a manner that provides clear and certain identification of all individuals within those areas. Cameras shall remain active at all times and be capable of operating under any lighting condition. Security video must use standard industry format to support criminal investigations and shall be maintained for a minimum of sixty (60) days.

33. Exterior lighting surrounding the building shall comply with Section § 9-5.1715 of the Antioch Municipal Code, which requires outdoor parking areas to have a minimum illumination at ground level of two foot-candles.
34. A professionally monitored security alarm system shall be installed and maintained in good working condition. The alarm system shall include sensors to detect entry exit from all secure areas and all windows. The name and contact information of the alarm system installation and monitoring company shall be kept as part of the onsite books and records.
35. A local contact who will be responsible for addressing security and safety issues shall be provided to, and kept current with, the Antioch Police Department.
36. Any changes to the required security measures shall be subject to the review and approval of the Antioch Chief of Police or their designee.
37. The applicant shall enter into an operating agreement with the City of Antioch prior to a certificate of occupancy being issued for the site. No business license shall be issued without an approved operating agreement.

* * * * *

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of Antioch, County of Contra Costa, State of California, at a regular meeting of said City Council held on the 24th day of November 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT B

The City of Antioch can rest assured that our facility will be built out to the Cookies standards which include complete finish upgrades, tons of custom build outs and top of line technology that all come together to provide each visitor with a one-of-a-kind cannabis experience. Below is a conceptual guideline of the aesthetics and modern feel we use in order to provide a safe and welcoming experience for new and experienced cannabis users.

ENTRANCE & WELCOME



RETAIL SPACE



RETAIL SPACE



RETAIL SPACE



RETAIL SPACE



RETAIL SPACE



Cookies CBD Launch Portfolio

- 15+ SKUs
- Available Nationwide In-store & Online
- Launching November 2019



New Products Launching in 2020



Flower (Partial List):

Snowman



ORIGINAL BREEDER
Powerzzzup

GENETICS
GSC x Florida OG

AROMA
Piney, OG

FLAVOR
Piney inhale, earthy, gassy exhale

APPEARANCE
Light green nugs embedded with highly crystalized trichomes

EFFECTS
Relaxing

WEIGHT
3.5g bags (1g bags coming soon)

AVAILABLE
indoor and sun-grown

Gelatti



ORIGINAL BREEDER
Cookies

GENETICS
Unreleased Gelato x South Florida OG

AROMA
OG gassy fumes, strong menthol, with a hint of sweet gelato finish

FLAVOR
Menthol and OG musk, slight gelato finish

APPEARANCE
Dark purple with green hues

WEIGHT
3.5g bags (1g bags coming soon)

AVAILABLE
indoor and sun-grown

London Pound Cake 75



ORIGINAL BREEDER

Cookies

GENETICS

Nip OG x Sunset Sherbert

AROMA

Fresh blueberries, slight gas, and lemongrass

FLAVOR

Menthol, OG musk with a classic gelato finish

APPEARANCE

Deep purple nugs with light green hues with dense frosty bugs

WEIGHT

3.5g bags (1g bags coming soon)

AVAILABLE

indoor and sun-grown

Gary Payton



ORIGINAL BREEDER

Powerzzup

GENETICS

Snowman x The Y

APPEARANCE

Green nugs with purple hues embedded in trichomes

EFFECTS

Relaxing

WEIGHT

3.5g bags (1g bags coming soon)

AVAILABLE

indoor and sun-grown

Concentrates & Extracts:

Cookies High Flyers Vape Carts & Batteries

Leave your Cookies flower at home



- Vape your favorite Cookies genetics whenever, wherever
- Pure cannabis terpenes mixed with high-grade distillate
- All in CCELL technology to ensure big smooth draw, full of flavor every time.

WEIGHT

500mg cartridge

AVAILABLE IN

Gelato*, Lemonchello*, Sunset Sherbet*, Snowman*, London Pound Cake 75, Cookies*, Cereal Milk, Gelatti (*CA only)

COMING SOON

New Cookies genetics

Cookies High Lights (6 Pack Pre-rolls)

Smell Proof Pre-Rolls



- Available for Cookies exclusive genetics
- Rolled using premium Vibes papers
- Individually sealed for maximum freshness
- Tightly packed to reduce runs
- No trim or shake used

WEIGHT

0.58g per pre-roll, 3.5g total (pack of 6)

AVAILABLE

All Cookies exclusive genetics

Cookies X GPen Vaporizer Carts & Batteries



- GPEN's closed-loop system and proprietary pod technology for bigger hits.
- Accurate heating provides a consistent experience, every time.
- Cookies exclusive genetics.

WEIGHT
5g

AVAILABLE IN
Gelato*, Sunset Sherbet* (*CA only)

COMING SOON
New Cookies genetics

Cookies Live Rosin



- GPCookies genetics cultivated and harvested specifically for Live Rosin
- Delivers the complete expression of the plant in terms of aroma, flavor, and effects
- A purer product that has been refined off the plant
- Available in CA only

WEIGHT
1g

Edibles:

Cookies Gummies

The taste of CookiesBlue



- Offering big flavor, great taste and consistent dosing
- Texture is chewy and thick like a real candy
- Hard to just eat one
- Available in CA only

WEIGHT

100mg THC, 10mg THC Per Piece

AVAILABLE IN

Blue Hawaiian

NEW FLAVORS COMING SOON

LPC 75, Cereal Milk, Sunset Sherbert, Grenadine, Georgia Pie

Cookies Cookies

We couldn't resist



- Full spectrum hash butter for a complete cannabinoid experience
- Baked and sealed for freshness and flavor
- Collaboration with legendary Big Pete's treats
- Available in CA only

PACKAGE SIZE

100mg THC per package, 10mg THC per cookie 10 cookies per bag

AVAILABLE IN

Mint Chocolate Chip, Cherry Pie and Cookies & Cream



Application Type: Dispensary (Neighborhood Responsibility Plan)
Submitted by: Bakery Antioch, Inc. dba Cookies Antioch
November 15, 2019



D1

NEIGHBORHOOD RESPONSIBILITY PLAN

If it's not already evident, we will state directly that Cookies Antioch wants to be considered a heavy net contributor to the overall economic and civic development of its host city. We recognize that cannabis is a politically charged and sensitive issue to many, and that our welcome is only as good and long as we behave as outstanding corporate citizens and leaders in our new community. You will see this commitment to partnership with the City demonstrated in our hiring decisions and how we connect with the residents of Antioch every day. If the City wants or needs help, information or insight from Cookies Antioch, it will be given in a transparent manner in the spirit of cooperation and partnership.

While it was not specifically asked for by the City, we would like to share that it will likely cost us around \$4MM to get to our license, improve the building and property we plan to purchase located at 2515 West 10th Street. Part of this cost will include staffing our operation in anticipation of opening day in Antioch. As you would imagine, much of that money will be going right in cash registers and bank accounts of Antioch businesses and residents. The biggest and most lasting impact, however, will be felt once we open and gladly start submitting our Gross Receipts from Operations, sales tax receipts and distributing paychecks to Antioch citizens. We have attached a detailed financial forecast for the first three years of our operation below and on the following page.

Cookies		{ FINANCIAL PROJECTIONS }				
		2020	2021	2022	2023	2024
REVENUE (PRE-TAX)						
Customers/Patients per Day		132	139	146	153	161
Average Ticket Amount (Excluding Taxes)		\$100.00	\$102.00	\$104.04	\$106.12	\$108.24
Days of Operation		360	360	360	360	360
TOTAL REVENUE (PRE-TAX)		\$ 4,752,000	\$ 5,104,080	\$ 5,468,342	\$ 5,845,134	\$ 6,273,777
SALES AND EXCISE TAXES						
State Cannabis Tax (15%)		\$ 712,800	\$ 765,612	\$ 820,251	\$ 876,770	\$ 941,067
City Cannabis Tax (2%)		95,040	102,082	109,367	116,903	125,476
Sales Tax (7.75%)		368,280	395,566	423,797	452,998	486,218
TOTAL SALES AND EXCISE TAXES		\$ 1,176,120	\$ 1,263,260	\$ 1,353,415	\$ 1,446,671	\$ 1,552,760
GROSS REVENUE INCLUDING TAXES						
Gross Revenue		\$ 5,928,120	\$ 5,104,080	\$ 5,468,342	\$ 5,845,134	\$ 6,273,777
Cost of Goods Sold		(2,326,480)	(2,500,999)	(2,679,488)	(2,864,115)	(3,074,151)
GROSS PROFIT (280e)		\$ 2,423,520	\$ 2,603,081	\$ 2,788,855	\$ 2,981,018	\$ 3,199,626
NON-CANNABIS AND ANCILLARY SALES						
Sales		\$ 250,000	\$ 262,500	\$ 275,625	\$ 289,406	\$ 303,877
Cost of Goods Sold		(162,500)	(170,625)	(179,156)	(188,114)	(197,520)
GROSS PROFIT NON-CANNABIS AND ANCILLARY SALES		\$ 87,500	\$ 91,875	\$ 96,469	\$ 101,292	\$ 106,357
GROSS PROFIT						
Gross Profit (All Sales Channels)		\$ 2,511,020	\$ 2,694,956	\$ 2,885,323	\$ 3,082,310	\$ 3,305,983
Less Federal Income Tax (21%)		-\$508,939	-\$546,647	-\$585,659	-\$626,014	-\$671,921
TOTAL GROSS PROFIT AFTER FEDERAL TAXES		\$ 2,002,081	\$ 2,148,309	\$ 2,299,664	\$ 2,456,297	\$ 2,634,061

FIXED EXPENSES

Debt Service	\$ 33,750	\$ 34,594	\$ 35,459	\$ 36,345	\$ 37,254
Utilities, CAMs, and NNN	16,800	17,304	17,823	18,358	18,909
IT/Communications	8,000	8,400	8,820	9,261	9,724
Insurance (Building, Retail store, Workers's Comp)	24,000	24,720	25,462	26,225	27,012
Depreciation	-	-	-	-	-
TOTAL FIXED EXPENSES	\$ 82,550	\$ 85,018	\$ 87,563	\$ 90,189	\$ 92,898

EMPLOYEES AND PAYROLL

Management Staff	\$ -	\$ -	\$ -	\$ -	\$ -
Manager	103,680	105,754	107,869	110,026	112,227
Assistant Manager	213,120	217,382	221,730	226,165	230,688
Budtenders	237,600	255,204	273,417	292,257	313,689
Cashier	71,280	76,561	82,025	87,677	94,107
Floor Manager	237,600	255,204	273,417	292,257	313,689
Security	172,800	174,528	176,273	178,036	179,816
Inventory and Receiving	28,512	30,624	32,810	35,071	37,643
Administrative	36,300	36,663	37,030	37,400	37,774
Employee Benefits and Payroll	253,205	264,942	277,051	289,544	303,515
Professional Services (Accounting, compliance, etc)	75,000	75,750	76,508	77,273	78,045
TOTAL EMPLOYEES AND PAYROLL	\$ 1,429,097	\$ 1,492,612	\$ 1,558,130	\$ 1,625,705	\$ 1,701,192

SALES AND OPERATIONS

Packaging	\$ 23,760	\$ 24,473	\$ 25,207	\$ 25,963	\$ 26,742
Marketing Collateral (shirts, hats, stickers, etc)	12,000	12,240	12,485	12,734	12,989
Marketing including Website & Social Media	7,500	7,875	8,269	8,682	9,116
Third Party Advertising (Weedmaps, billboards, etc.)	120,000	109,180	112,455	115,829	119,304
Technology & Equipment	5,000	5,250	5,513	5,788	6,078
Software and License	6,000	6,180	6,365	6,556	6,753
Banking	30,000	30,300	30,603	30,909	31,218
Vehicle Leases, Insurance & Reimbursements	-	-	-	-	-
Licensing and Royalties	237,600	255,204	273,417	292,257	313,689
Management Fee	118,800	127,602	136,709	146,128	156,844
TOTAL SALES AND OPERATIONS	\$ 560,660	\$ 578,304	\$ 611,023	\$ 644,847	\$ 682,733

CANNABIS LICENSES AND EXPENSES

State License Annual Fee	\$ 38,000	\$ 39,900	\$ 41,895	\$ 43,990	\$ 46,189
TOTAL CANNABIS LICENSES AND EXPENSES	\$ 38,000	\$ 39,900	\$ 41,895	\$ 43,990	\$ 46,189

TOTAL OPERATING EXPENSES	\$ 2,110,307	\$ 2,195,834	\$ 2,298,611	\$ 2,404,731	\$ 2,523,014
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OPERATING INCOME	\$ (108,226)	\$ (47,525)	\$ 1,053	\$ 51,565	\$ 111,048
Less State Income Tax (8.84%)	\$9,567	\$4,201	-\$93	-\$4,558	-\$9,817

NET INCOME	\$ (98,659)	\$ (43,324)	\$ 960	\$ 47,007	\$ 101,231
Net Income as % of Sales	-1.66%	-0.85%	0.02%	0.80%	1.61%

TOTAL LOCAL, STATE, FEDERAL TAXES AND FEES	\$ 1,713,492	\$ 1,845,606	\$ 1,981,062	\$ 2,121,233	\$ 2,280,687
Taxes as % of Sales	36.06%	36.16%	36.23%	36.29%	36.35%

PROPOSED PHILANTHROPY PLAN

Cookies is a cannabis leader in many ways, whether measured in popularity, revenue or professionalism. Our stores produce wildly more tax and community benefit payments than their peers and we are happy to share the bounty that we have all helped to create. As caring corporate citizens, we are proud of the magnitude of dollars contributed to our host city's budget, which help provide the many valuable services all members need to survive and thrive in a community. Cookies desires to expand the commitment to this same level of corporate stewardship in line with its expanding presence throughout the state and country.

Education:

Of equal importance to the economic footprint we leave in our community, is the impact we know we are privileged to have on the lives of our retail neighbors and our neighbor families' lives. By the nature of the miraculous cannabis plant, we can help those in need of relief from an incredibly broad spectrum of pain and suffering; but we also realize that cannabis has the potential to be abused and has not been proven to be safe for consumption by minors. We are committed to safe, responsible use and the education of the public that motivates this type of behavior through awareness and respect.

Consumer and patient education, a hallmark of our Standard Operating Procedures on the retail floor, is a very big part of the design of our stores along with the customer "journey" within them, as you will read below. We believe that education should extend beyond our four walls, which makes it imperative that our company also support the development of general education that needs to take place within the schools and greater community. We anticipate continuous and extended studies emerging on the use and benefits of cannabis in many areas as the bindings of prohibition fade into the new landscape of responsible use. Staff education will be required on an ongoing basis to ensure that we retain the most cutting-edge information. As such, Cookies Antioch will hold community gatherings located in the "staff room" onsite. This time will be utilized to educate the community as well as share any comments/suggestions the citizens of Antioch would like to share directly to the Management Team.

To further assist in spreading education and awareness about cannabis use through the community, Cookies makes its staff members and their enormous knowledge readily available to its neighbors to speak, teach, and share their insight whenever needed. Whether it be at a Senior Center discussing cannabis as a sleep aid, a Cancer Support Group that needs help understanding how cannabis can help soothe the effects of chemotherapy, or in conjunction with the public and private schools as they inform their students and parents about the potential harm of cannabis on a developing mind, Cookies experts are able to convey focused and succinct educational messages about the realities of cannabis that truly inform and educate.

In addition to meeting on the property, there will be access to an online submission page located on our website that will encourage those who can't physically make the meeting to voice any comments they may have. The goal is to provide everyone an equal opportunity to be heard and make the experience more inclusionary for all.

Lastly, the success of our establishment is greatly influenced by the well-being and confidence our neighbors in the immediate area have with us. We will proactively engage those neighbors by having our Management Team known to them on a first-name basis and comfort of knowing they can contact them via email/phone at any time. As noted, our staff will have the training to comply with all the conditions

set forth by the city and state to conduct business with the highest integrity and honesty. Should our neighbors prefer to speak to Management directly, they should not have to pass the message to staff, but rather, have the ability to speak directly to our decision-makers.

Community Service Hours & Donations:

Cookies hires locally and both supports and rewards staff when they contribute back to their community. We donate through labor, by offering both paid and unpaid man hours, and financially through donations to those organized causes and events that most impact our host community. Cookies ownership will seek the City leaders' input on the best ways to make an impact in Antioch but typically the majority of our contributions are broken up into two distinct categories: (1) Cannabis-related and; (2) Overall Community Benefits.

(1) Cannabis-Related

The cannabis-related causes that we support tend to focus on prevention of misuse by minors or those that have struggled with substance abuse in the past. As cannabis is still scheduled with the most dangerous controlled substances federally, which confuses young children enormously, we like to help our teachers, parents and civic leaders find ways to make sense of cannabis' role in their adult role model's lives. With regard to our community members that need help with substance abuse, including the misuse of prescription opioids that is tearing apart our country, we look to fund the good work that is already being done by so many professionals and support groups.

(2) General Community Benefits

Just as you would hope that any other profitable business would contribute community efforts that support them, Cookies promises to stand up and make a big difference in Antioch. Given the politically sensitive nature of our product, we know that we must show our gratitude for the opportunity to make a living by it in our neighborhoods.

We are amenable to guidance from City leaders and community groups, like the Chamber of Commerce, to best deploy our donations however; based on past commitments of our ownership in nearby Modesto, we anticipate providing support for Antioch youth and athletics programs, local organizations and city departments.

ODOR CONTROL & MITIGATION PLAN

January 6, 2020

Bakery Antioch, Inc.

2515 W. 10th Street
Antioch, CA 94509

DRAFT

Report prepared by

15000 Inc.
2901 Cleveland Avenue, Suite 204
Santa Rosa, CA 95403

Policy

Document a process to limit objectionable odors from the project area utilizing building system components and adopted odor control plan.

Under California Occupational Health and Safety Act (“CalOSHA”) and Bay Area Air Quality Management District (“BAAQMD”) regulations, cannabis businesses do not have a specific set of regulations that govern their operations. However, Brandon Johnson of Bakery Antioch, Inc. (the “Applicant”), will nonetheless maintain a high standard for the air quality plans for all aspects of its proposed Cannabis Dispensary Facility (Type-10) at 2515 W. 10th Street, Antioch, CA 94509 (“Facility”).

Generally, the Applicant will meet and/or exceed the standards set by the City of Antioch (“City”) Cannabis Ordinance, the Contra Costa (“County”) Code (including amended Title 9, Chapter 5 and Resolution 2018/117), California Labor Code §§6300 et seq., and Title 8, California Code of Regulations §§ 332.2, 332.3, 336, 3203, 3362, 5141 through 5143, 5155, and 14301, as published in the CalOSHA Policy and Procedures Manual C-48, Indoor Air Quality as applicable to other facilities.

Pursuant to State of California (“State”) regulations [California Energy Code, Section 120.1(b)2], mechanical ventilation must meet 0.20 cubic feet per minute (“CFM”) per square foot of conditioned floor area in retail spaces, and 0.15 CFM for all other anticipated uses. Since existing State air quality regulations do not contain provisions specific to cannabis businesses, the Applicant will comply with these general State standards when designing the ventilation systems and air filtrations systems for the entire Facility. Each separate operation within the Facility building will have its own individual “air-scrubber” systems, as described below.

Purpose

To minimize and eliminate the off-site odor of cannabis caused by normal business practices.

Scope

Exterior of facility and surrounding areas.

Responsibilities

Business Owner/Operator (BO/O) is to provide, implement and supervise an odor mitigation plan.

General Procedures

Implementing and maintaining building systems to effectively minimize transmission of odor between building and surrounding areas.

- BO/O shall supervise installment and maintenance of an air treatment system to ensure there is no off-site odor of cannabis overly detectable from adjacent properties or the community. Air treatment systems consists of carbon filtration on the exhaust side of the ventilation system and negatively pressurizing the facility in relation to the exterior ambient condition.
- Staff members should immediately report any odor problems to the BO/O, who will take corrective action, implement upgrades to the system, upgrades to the facility or to the internal handling process of product within the facility to further deter odors.
- If such upgrades require the approval of any Agency Having Jurisdiction (AHJ), the BO/O shall seek and gain such approval prior to implementing new systems and/or procedures.

It is critical to the success of our organization that our various plans remain transparent to the community, so all stakeholders are aware of the importance of mitigated cannabis odors.

This mitigation plan and all associated records will be made available to the public for review and documents can be requested at our facility. All requests for documentation shall occur via written request only (email is acceptable).

The facility will have the following onsite functions: Welcome Area, Dispensary, Administrative Processing Areas, Inventory Storage, and a Loading Bay. In accordance with California State Law all products brought into the dispensary will be in sealed packages. As such, the possibility for odor issues for adjacent properties is limited. Nevertheless, the handling of product will require a properly engineered odor control system in order to mitigate the release of odors to the surrounding properties and community.

Active Measures

All cannabis products will be securely stored in the Storage Room. The secure storage room area will be provided with an exhaust air system for odor control. The exhaust system shall be provided with a carbon filter that will mitigate any odors which may emanate from the stored product.

Air Pressure & Carbon Filter Control

The Welcome Area and Retail Sales Area will be kept under negative pressure by means of a Greenheck G-Series roof mounted exhaust fan (or equal) and carbon filter, Koch DuraPURE with impregnated adsorption media (or equal). The exhaust system shall be electrically interlocked with the space conditioning system serving the area with an exhaust air quantity greater than the outside air quantity to ensure negative pressure is maintained whenever the system is operational. The space conditioning system will be provided with MERV-8 rated carbon filters, Koch OdorKleen ES (or equal), to further treat odors which are recirculated within the airstream.

The Storage Area will be kept under negative pressure with an independent space conditioning and exhaust filtration system similar to that serving the Retail and Welcome areas.

The Loading Bay will be kept under negative pressure by means of a Greenheck G-Series roof mounted exhaust fan (or equal) and carbon filter, Koch DuraPURE with impregnated adsorption media (or equal). Makeup air will be provided at the roof level by passive means through a gravity ventilator, Greenheck GRSI Series (or equal) and shall be fitted with a motorized damper to close whenever the exhaust system is off to further minimize transmission of nuisance odors. The exhaust fan shall be controlled by means of a 7-day programmable timer, scheduled per the Applicant's standard operating procedures.

Above all, the facility will be kept under negative pressure by means of exhaust systems as described herein with carbon filters for odor mitigation. The exhaust discharge shall be designed to discharge at the roof level and exhaust away from any neighbors or pedestrian traffic.

Best Available Technology

The combination of carbon exhaust air filtration and building pressure control represent the current best available technology. Carbon filters will be provided with magnehelic differential pressure displays to visibly document the filter loading for comparison against manufacturer's data for useable life. This building is also provided with MERV-8 filters for particulate filtration of supply air into the building to enhance the overall indoor air quality of the space.

Air System Design

The facility shall have no operable windows, and/or operable windows shall be kept locked and sealed at all times. All doors shall be sealed with proper weather stripping, keeping circulating and filtered air inside the facility.

On site usage of cannabis products is strictly prohibited while on the property. This will assist in mitigating odors to the surrounding neighbors.

System Maintenance

The Operations Manager will request HVAC servicing, including changing carbon filters, at least once every 6 months, or as recommended by the manufacturer (whichever is less) by a licensed HVAC contractor.

All equipment shall be visually inspected daily to ensure proper operation. Any equipment that appears to be non-operational or showing signs of unusual activity, will be immediately removed and thoroughly inspected, tested, and repaired if necessary.

Monitoring, Detection and Mitigation: Method for Assessing Impact of Odor

The importance of cannabis odor mitigation is very well understood, and we shall make decisions that best to prevent the issue of odor to the surrounding areas. If odors are detected outside the facility this plan shall serve as a guideline to provide corrective action.

Monitoring

The manager/supervisor shall assess the on-site and off-site odors daily for the potential release of objectionable odors. The manager/supervisor on duty shall be responsible for assessing and documenting odor impacts on a daily basis.

The closest adjacent businesses include;

- Commercial Support Services: 2505 W. 10th Street, Antioch, CA 94509
- Crystal Clear Logos Inc.: 2545 W. 10th Street J, Antioch, CA 94509
- Diablo Marine & Trailer Service: 2411 W. 10th Street, Antioch, CA 94509

Mitigation

Should objectionable off-site cannabis odors be detected by the public and we are notified in writing, the following protocols will take place immediately:

- Investigate the likely source of the odor.
- Utilize on site management practices to resolve the odor event.
- Take steps to reduce the source of objectionable odors.
- Determine if the odor traveled off-site by surveying the perimeter and making observations of existing wind patterns.
- Document the event for further operational review.

If employees are not able to take steps to reduce the odor-generating source, they are to immediately notify the facility manager, who will then notify the BO/O. All communication shall be documented, and the team shall create a proper solution, if applicable. If necessary, we shall retain our certified engineer to review the problem and make recommendations for corrective action/s.

Staff Training

All employees shall be trained on how to detect, prevent and remediate odor outside the facility and all corrective options outlined herein.

The Operations Manager shall ensure that all employees are trained in odor control procedures before they start working at the facility. The training shall include, but is not limited to, how to install and run carbon filter systems, perform routine inspections and maintenance procedures to ensure filters are operating efficiently and effectively. As well as procedures to log and track all inspections, scheduled maintenance, equipment failures, maintenance performed, and equipment installation dates. The training will be documented and placed in each employee's personnel file.

Employees will be updated on facility management procedures as needed.

Odor Detection Documentation

The Odor Detection Form (ODF) shall be provided to those who suspect objectionable odors emanating from inside the facility. ODFs are available per request, on-site.

We shall maintain records of all odor detection notifications and/or complaints that will include the remediation measures employed. The records shall be made available to the AHJ or the general public on request. All requests shall be in writing (email is acceptable).

Odor Detection Form

Name of Reporting Party:

Phone Number:

Email Address:

Date:

Time:

Location of Odor:

Weather Conditions:

Date/Time of Notification:

Notification Method:

☐ Email ☐ Online ☐ In Person

Administrative Use Only

Mitigation Response Taken:

Date/Time Measures Employed:

Were Mitigation Measures Successful?

Signature/Date/Time:

Memorandum

Re: Antioch Parking, Signage, & Outreach Plan

Date: Friday, August 14, 2020

From: Steve Jones, Cookies

To: Kevin Valente, Antioch Planning Commission, & Broader Antioch Community

The Cookies Team looks forward to opening our Antioch location. In addition to serving the Antioch and broader Bay Area communities with safe and high quality products, we understand the importance of ensuring we engage with the community proactively in order to foster holistic relationships as well as act, and continue to act, as a positive community partner for the long-term.

This memo serves to share our plan of action as it relates to two primary topics: parking and signage. We understand that these are sensitive concerns that we should be aware of based on conversations we have had with the Planning Department and the Community (primarily our neighboring businesses). Collecting the information was part of our continued outreach effort and we have since made significant modifications to our plans as a result of these conversations. We think it is important to update the neighbors and City on what we have done and our plans to continue these conversations.

While we recognize this document isn't officially required, nor has it been requested by the Department, based on our conversations and outreach – and in combination with our desire to be a good neighbor – we felt it would be prudent to document what we can do now as well as what we are endeavoring to accomplish as neighbors.

Signage

Our goals as it relates to signage are twofold:

1. Currently, half of the business park is inadequately signed for the existing tenants. Based on our conversations we believe we can assist to make improvements to everyone's mutual benefits.
2. We would like to provide signage to ensure we provide minimal disturbances to the neighboring business and also help improve conditions in the business park as well.

Entry Business Directory (neighboring, off-site, curb cuts)

Following our conversation with a neighboring business (Pacific Nuclear Technology Co.) it was brought to our attention that the opposite side of the business park has an erected business directory that faces the curb cut at the parking lot entry, while the side of the par we are on does not.

Assuming prevailing planning code and contractual agreements with the other owners permit, we will pay to design, build, and erect a directory at the entry opposite to the other sign. We will design this in coordination with the other neighbors. Our primary notion would be to utilize the existing neighboring signage as a basis for our directory. However, as this is the public's first interaction with the lot, we would also want to include clear wayfinding and restriction language related to the Cookies location that would ensure continued safe egress and inform our customers where they can and cannot park.

Parking Signage

We have a specified number of spaces allotted to our business as dictated in the CC&Rs of the business park and we will regulate ourselves judiciously in this regard. While it would be unsightly and impractical to sign every parking space we plan to take the following actions upon opening our store:

- Prominently sign every Cookies Stall as "Cookies Customer Parking" with the additional acknowledgement to the effect of "Parking in any space not specifically designated as Cookies Customer Parking is Expressly Prohibited and vehicles that do so will be subject to towing and impoundment."
- The lot features a number of bulb outs, these prevent opportunities for us to add additional signage regarding parking (and wayfinding). In accordance with CC&Rs, and in coordination with the neighbors, we would like to offer to pay for, design, build, and install signage at two to four additional points in the lot to inform the public as to the restrictions and provide wayfinding. These signs do not necessarily need to be Cookies-specific, the primary goal is they provide benefit to the neighboring businesses.

Additionally, we intend to do this work in coordination with the property managers on the other side of the business park to ensure that this work is to the benefit of all of our neighbors.

Egress/Wayfinding Signage

In the course of our conversations we had with our immediate neighbor, Commercial Support Services (Vistability), we were informed that they would like us to provide directional egress at the shared driveway site between our structures. Provided that it would not violate any requests from the Police Department regarding our loading and

unloading, we intend to fully comply with their request and provide signage in coordination with Vistability to ensure their site remains private and un-disturbed.

Parking

As the only retailer in the lot we are sensitive to the fact that we may see a higher throughput than the other businesses. This has been expressed to us by the Department and we have had discussions about it with every neighbor that we have interacted with.

We have significantly modified our plans in order to ensure we are meeting our neighbors' and the City's expectations for us. Initially, we submitted plans that included eight parking spaces with a plan to lease some additional parking. However, after a number of discussions, we felt this would not be adequate. We then began redesigning our building's interiors to minimize our retail space so that we could accommodate indoor parking. Furthermore, we added additional spaces in our private, back lot area. Collectively, this should provide us with 24 parking spaces, triple our initial proposal.

While we have no express concern from a business perspective that we do not have enough parking for our customers, we want to do what we can to tangibly identify options that will provide any potential relief our neighbors would appreciate. Much of this document encapsulates (both the former signage section and the following section) our efforts to do so. Some of these we can easily act upon (training our staff and putting up signage), while other efforts (like leading additional signage) will rely on the compliance of other parties. Regardless, we are thoroughly endeavoring to accomplish the goal herein.

Enforcement Agreement

As part of our outreach efforts we have been in protracted discussions with Castle Management, the Property Manager for 2545 West 10th Street. They conveyed to us significant concern about the amount of parking we *had* as well as their ability to "police" the parking in the lot.

So, we went back to the drawing board. We made the above mentioned changes to our plans to significantly increase our parking. Further, we developed, in partnership with Castle Management, an enforcement agreement that would allow us to work with Castle and be helpful in managing parking in the lot. We have since executed this agreement and look forward to being a partner in the business park.

Security and Monitoring

As you are likely aware, the City has strict security protocols that we are required to follow on-site. This includes on-site, outdoor security. This is fortuitous on a few fronts (of which we will go over below), but, primarily in that it gives us a dedicated individual to also ensure agreed upon parking protocols and restrictions are monitored and adhered to in the parking lot.

We will train our security to monitor the entrance and exit of all vehicles in the lot. If a car is seen parking in a neighboring, restricted space and the occupant is intending on enter the Cookies building, the driver will be notified that they will not be admitted entry unless they park their car in a dedicated, permissible space. This will be strictly enforced and part of the training protocol.

Further, the store will have a Community Manager whose direct contact information will be given to every business owner in the lot. They will be responsible for ensuring the security and broader Cookies team is ensuring that all customers are following protocols that are respectful to neighboring businesses.

Outreach and Next Steps

On-the-ground outreach

We have conducted significant grassroots outreach to our neighboring businesses and have had conversations with, and shared our contact information with most of them, namely our immediate neighbors.

We have shared these plans with them. We will be taking additional questions and comments down for follow up as part of our good neighbor best practices.

Vistability

We have signed an LOI with our neighbor, Vistability, to be a business partner with them. Vistability provides job training and placement services for individuals with developmental disabilities. We are extremely excited to have them as a neighbor and look forward to working with them.

Security

Many of the neighbors are enthusiastic about the increased security we will be providing to the plaza. As you are likely aware, prevailing data indicates that sites near dispensaries are significantly more secure than they would be otherwise, and our capacity to monitor the business park both live and remotely is a boon to the area. We will be reviewing this security plan in detail with all interested parties.

ATTACHMENT G



COMPANY
ADDRESS
CITY, CA XXXXX
T: XXX.XXX.XXXX

NAME NAME
ENGINEER OF RECORD

Scale $1/8" = 1'-0"$



COMPANY
ADDRESS
CITY, CA XXXXX
T: XXX.XXX.XXXX

NAME NAME
ENGINEER OF RECORD

[illegible]

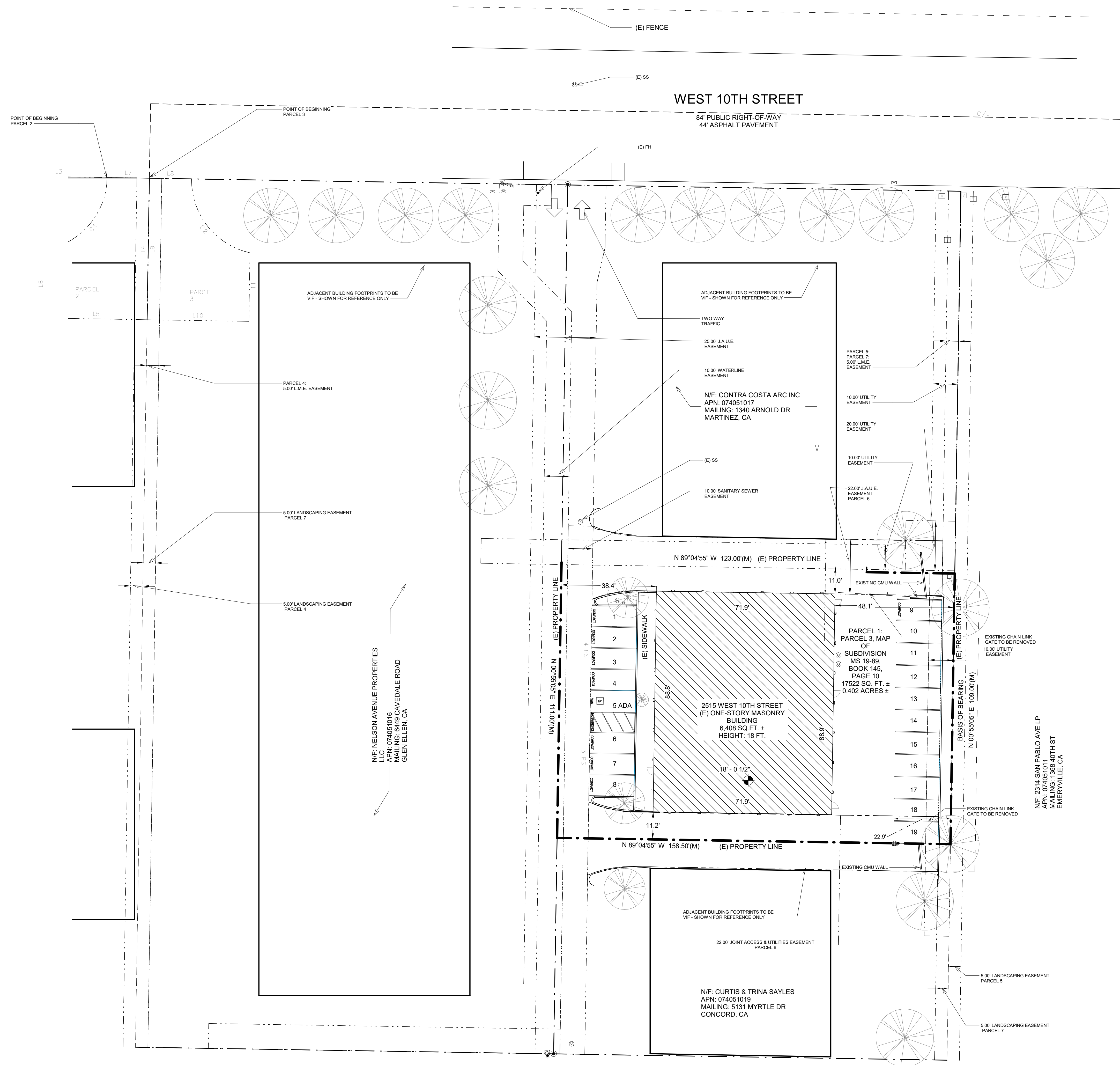
BAKERY ANTIOCH, INC.
CANNABIS RETAIL

EXISTING + PROPOSED SITE PLAN

Project number	2019-27
Date	JULY 17, 2020
Drawn by	Author
Checked by	Checker

A-102

Scale 1" = 20'-0"



PARKING COUNT

VAN ADA PARKING	1
PUBLIC COMPACT PARKING	8
PUBLIC STANDARD PARKING	10
EMPLOYEE TANDEM PARKING	3
EMPLOYEE TANDEM COMPACT PARKING	2
Grand total: 24	24

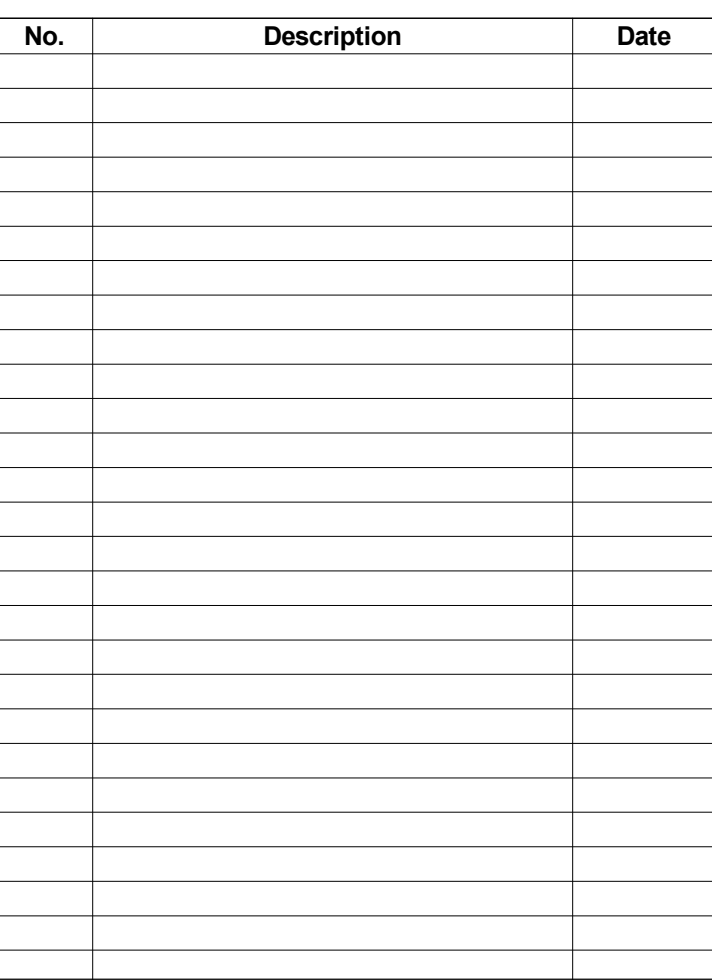
NOTE: FOR EMPLOYEE PARKING REFER TO A-103

17/2020 4:39:52 PM



COMPANY
ADDRESS
CITY, CA XXXXX
T: XXX.XXX.XXXX

NAME NAME
ENGINEER OF RECORD

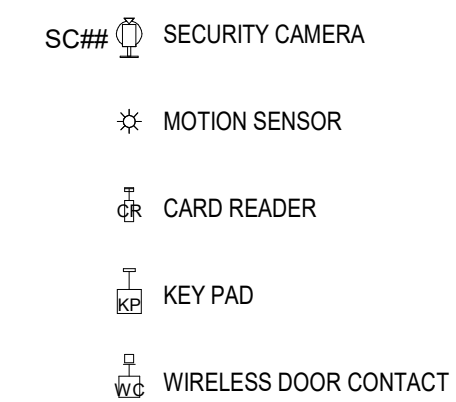


PREMISES DIAGRAM

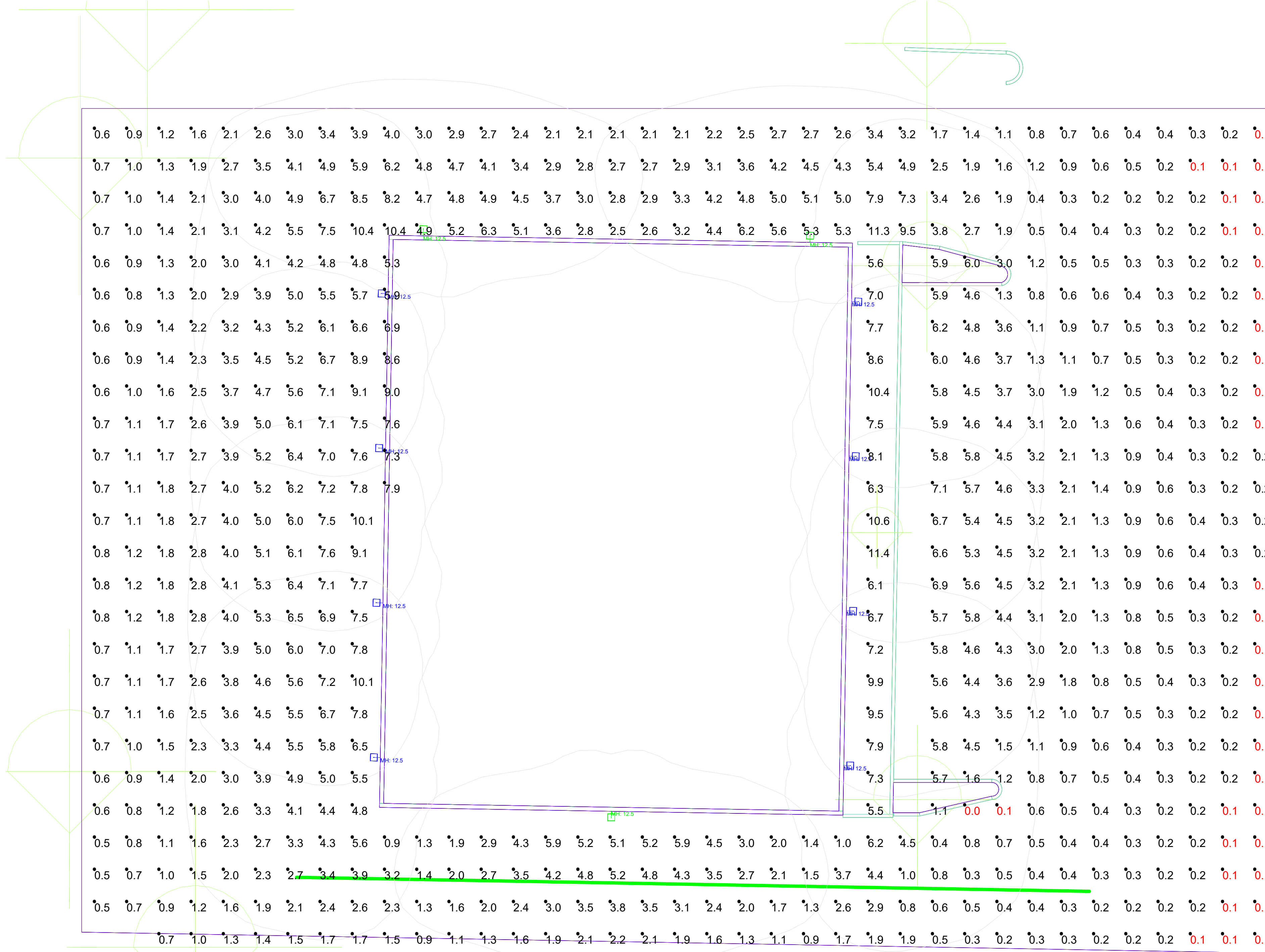
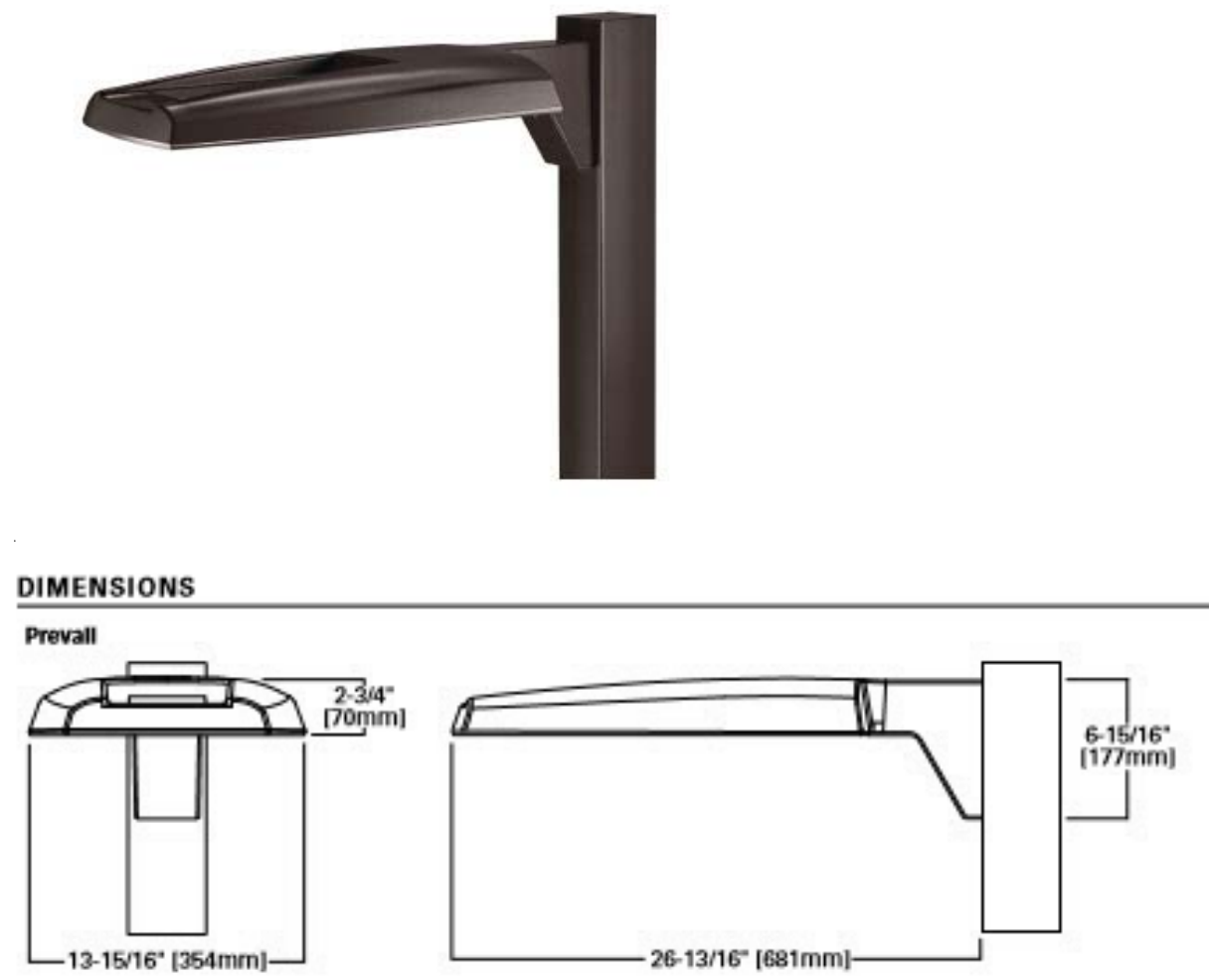
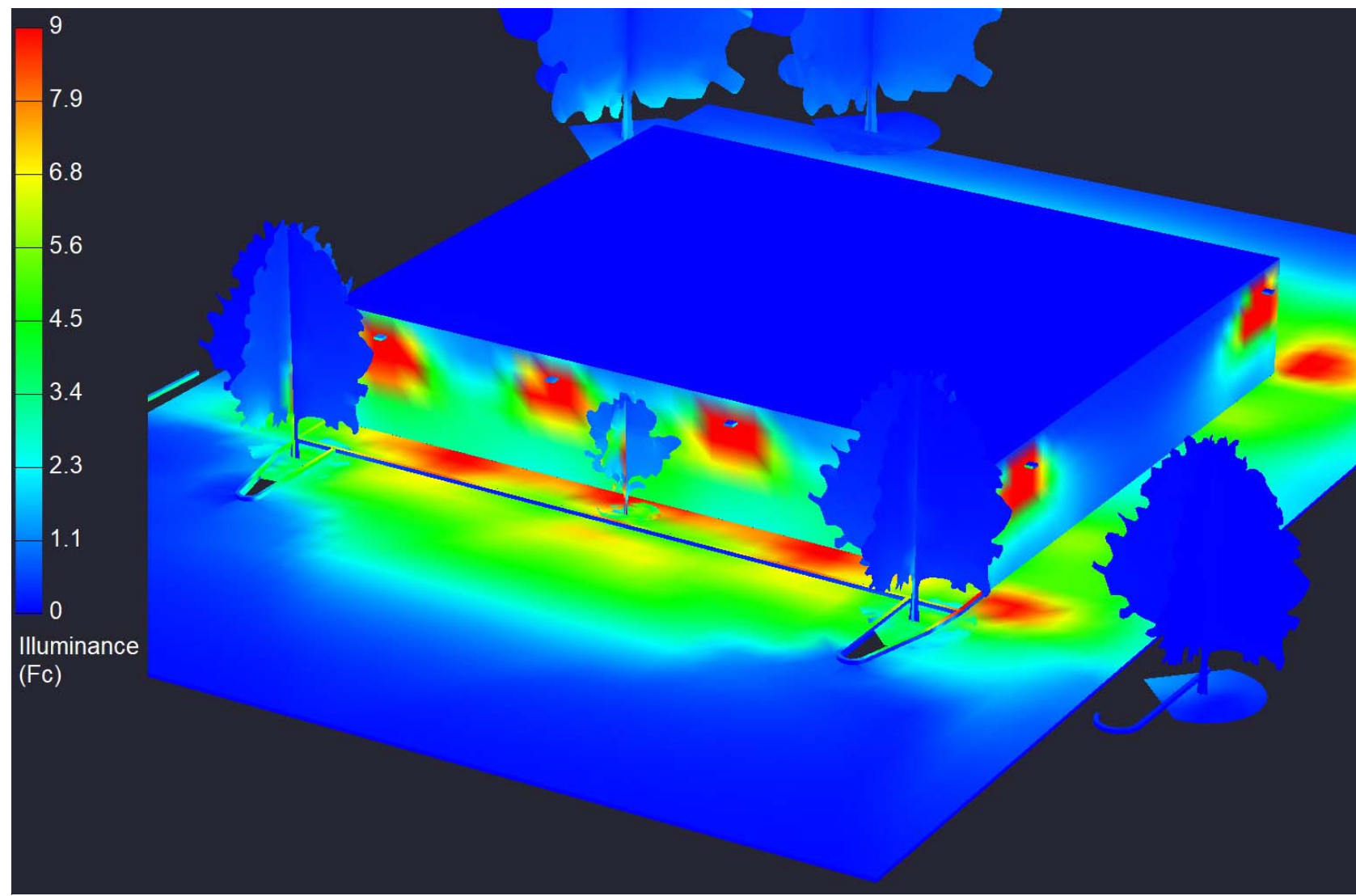
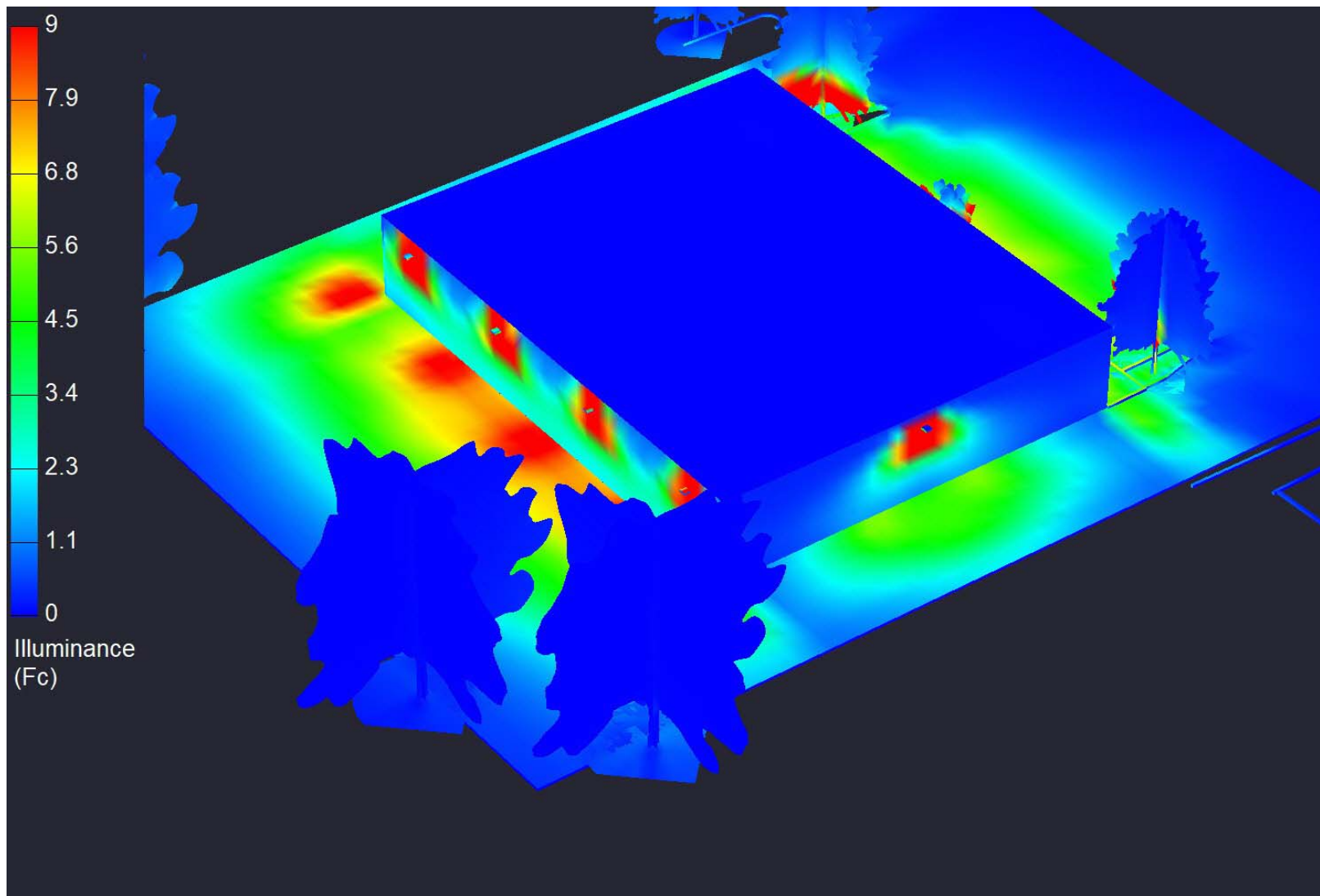
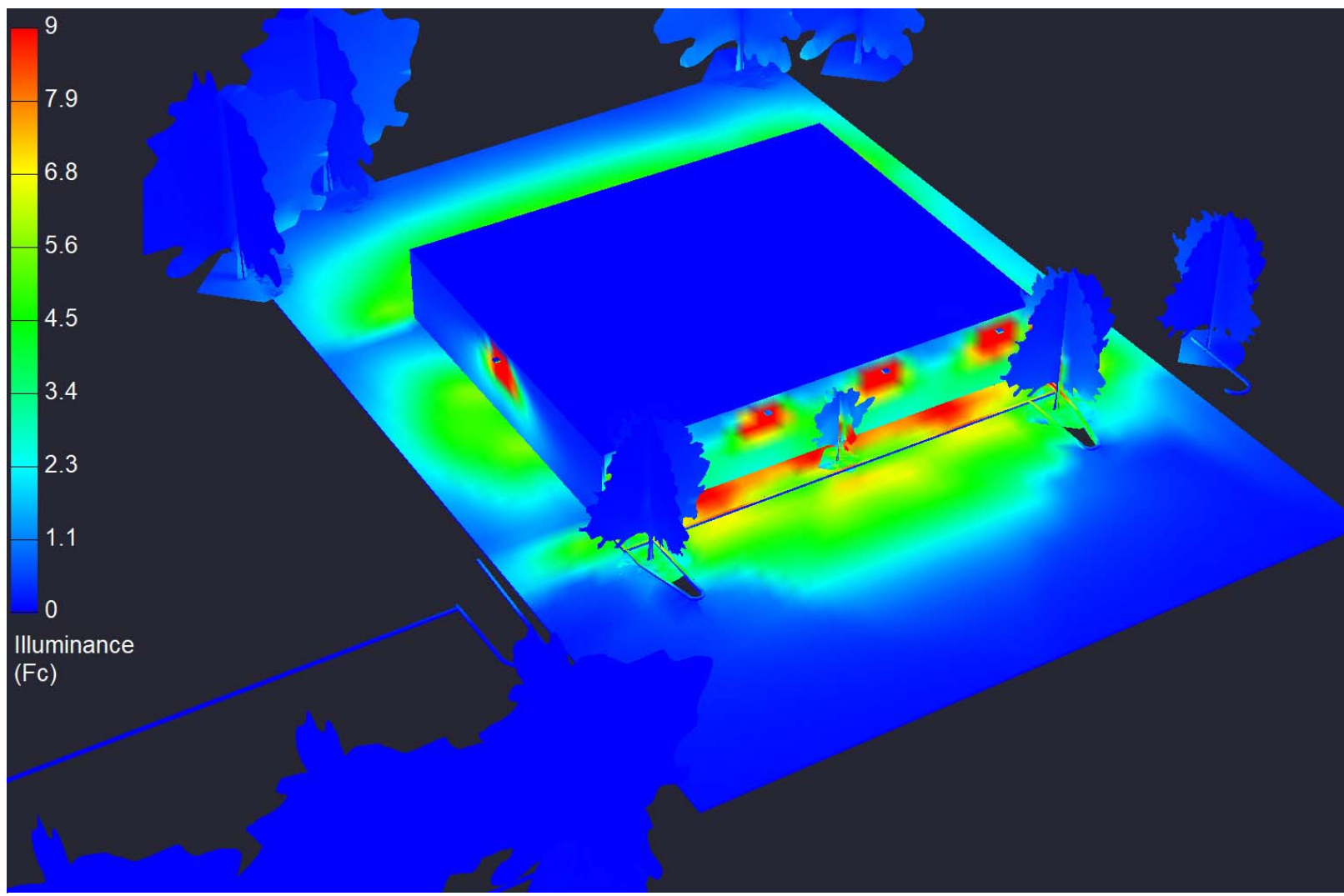
Checked by KTB

A-103

Scale $3/16" = 1'-0"$



NORTH

PLAN VIEW
Scale: 1 inch= 10 Ft.

ORDERING INFORMATION						
Sample Number: PRV-XL-C75-D-UNV-T4-SA-BZ						
Product Family ^{1,2}	Light Engine ³	Driver	Voltage	Distribution	Mounting	Color
PRV-Prevail	C15-(1 LED) 7,100 Nominal Lumens C25-(2 LED) 12,100 Nominal Lumens C40-(2 LED) 17,100 Nominal Lumens C50-(2 LED) 20,000 Nominal Lumens	D-Dimming (0-10V)	UNV-Universal (120-277V) 347-347V 400-400V ⁴	T2-Type II T3-Type III T4-Type IV T5-Type V	SA-Standard Versatile Arm MA-Mast Arm ⁵ WM-Wall Mount Arm ⁶	AP-Gray BZ-Bronze (Standard) BK-Black DP-Dark Platinum GM-Graphite Metallic WH-White
PRV-XL-Prevail XL	C75-(4 LED) 26,100 Nominal Lumens C100-(4 LED) 31,000 Nominal Lumens C125-(4 LED) 36,000 Nominal Lumens C150-(6 LED) 41,100 Nominal Lumens C175-(6 LED) 46,000 Nominal Lumens					
Options (Add as Suffix)			Accessories (Order Separately) ⁸			
7058-70 CIB / 3000K CCT ^{1,4} 7058-70 CIB / 5000K CCT ^{1,4} HSS-House Side Shield ⁷ R00-Optics Rotated 90° Left R90-Optics Rotated 90° Right 10K-15KV/10KA UL 1449 Fused Surge Protective Device HA-50°C High Ambient Temperature ⁹ PER-NEMA 3-PIN Twistlock Photocentral Receptacle MSP-DIM-L12-Integrated Sensor for Dimming Operation, 8' - 12' Mounting Height ¹⁰ MSP-DIM-L30-Integrated Sensor for Dimming Operation, 12' - 30' Mounting Height ¹⁰ MSP-L12-Integrated Sensor ON/OFF Operation, 8' - 12' Mounting Height ¹⁰ MSP-L30-Integrated Sensor ON/OFF Operation, 12' - 30' Mounting Height ¹⁰ MS-DIM-L20-Motion Sensor for Dimming Operation, 8' - 20' Mounting Height ¹¹ MS-DIM-L40-Motion Sensor for Dimming Operation, 20' - 40' Mounting Height ¹¹ MS-L20-Motion Sensor for ON/OFF Operation, 8' - 20' Mounting Height ¹¹ MS-L40-Motion Sensor for ON/OFF Operation, 20' - 40' Mounting Height ¹¹ ZW-WaveLine-enabled 4-PIN Twistlock Receptacle ¹² ZW-SWPD0W1-WaveLine Wireless Sensor, 7' - 15' Mounting Height, White ^{13,14} ZW-SWPD0W2-WaveLine Wireless Sensor, 7' - 15' Mounting Height, Bronze ^{13,14} ZW-SWPD0W3-WaveLine Wireless Sensor, 15' - 40' Mounting Height, White ^{13,14} ZW-SWPD0W4-WaveLine Wireless Sensor, 15' - 40' Mounting Height, Bronze ^{13,14} LWL-LWL-LumaWatt Pro Wireless Sensor, Wide Lens for 8' - 16' Mounting Height ¹⁵ LWL-LWL-LumaWatt Pro Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height ¹⁵ (See Table Below)- LumaSense Integrated Network Security Camera ¹⁶			PRVMA-XX-Wall Mount Kit ¹⁷ PRVMA-XX-Mast Arm Mounting Kit ¹⁸ PRVSA-XX-Standard Arm Mounting Kit ¹⁹ PRVISA-XX-Standard Arm Mounting Kit (for Prevail XL) ¹⁹ MA1010-XX-Single Tension Adapter for 3.12" O.D. Tension MA1015-XX-2-3/8" Bore Tension Adapter for 3.12" O.D. Tension MA1017-XX-Single Tension Adapter for 2.38" O.D. Tension MA1019-XX-2-3/8" Bore Tension Adapter for 2.38" O.D. Tension MS-VERB-40-Vertical Glare Shield ²⁰ VCS-16V-Vertical Glare Shield, Front/Back ²⁰ CS-SEB-Vertical Glare Shield, Side ²⁰ CARA/R103-Photocentral Shunting Cap CARA/R104-NEMA Photocentral - 120V CARA/R16-NEMA Photocentral - 24V Tap: 105-205V CARA/R120-NEMA Photocentral - 480V CARA/R22-NEMA Photocentral - 600V ISB1-01-Integrated Sensor Programming Remote ²¹ FSH-00- Wireless Configuration Tool for Occupancy Sensor ²² SWPD4-WL-Wireless Wireless Sensor, 7' - 15' Mounting Height, White ²³ SWPD4-BZ-Wireless Wireless Sensor, 7' - 15' Mounting Height, Bronze ²³ SWPD4-WH-Wireless Wireless Sensor, 15' - 40' Mounting Height, White ²³ SWPD4-BZ-Wireless Wireless Sensor, 15' - 40' Mounting Height, Bronze ²³ WOLC-PR-00A-Wireless Outdoor Control Module (7-FIN) ²⁴			

NOTES:
1. Designated Lights Corporation® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
2. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications. Refer to installation instructions and pole white paper WPS10010EN for additional support information.
3. Standard 4800K CCT and 70CIB.
4. Only for use with dRVP-Wire systems. For NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
5. Only available in PRV configurations C15, C25, C40 or C50.
6. Use dedicated IES files on product website for non-standard CCTs.
7. Option will come factory installed. Must order one per optic/LED when ordering as a field-installable accessory (1, 2, 4, or 8). House Side Shield not suitable with TS distribution or C50 luminaire package.
8. Not available with C40 luminaire package.
9. Control system is not available with photocentral receptacle (PER or PER7) or other controls systems (MS, MSP, ZW or LWL).
10. Requires the Wattstopper sensor TSP201.
11. Sensor passive infrared (PIR) may be overly sensitive when operating below 20°C (1.4°F).
12. In order for the device to be field-configurable, requires WAC Gateway components WAC-Pol and WPOC-100 in appropriate quantities. Only compatible with WaveLine system and software and requires system components to be installed for operation. See website for more WaveLine application information.
13. LumaWatt Pro wireless sensors are factory installed and require network components LWL-LWL-1, LWL-GW-1, and LWL-PWR in appropriate quantities. See website for LumaWatt Pro application information.
14. Only available in PRV-XL configurations C75, C100, C125, C150, or C175.
15. Not available with 147V, 400V, or HA options. Consult LumaSense system product pages for additional details and compatibility information.
16. This tool enables adjustment to Integrated Sensor (MSPI) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information.
17. This tool enables adjustment to Motion Sensor (MS) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information.
18. Requires WaveLine-enabled 4-PIN twistlock receptacle (ZW) option.
19. Requires 7-PIN NEMA twistlock photocentral receptacle (PER7) option. The WOLC-7 cannot be used in conjunction with other controls systems (MS, MSP, ZW or LWL).

Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Description
	3	W2	SINGLE	PRV-C15-D-UNV-T3-BZ
	8	W4	SINGLE	PRV-C15-D-UNV-T4-BZ

Filename	LLD	LDD	BF	Lum. Lumens	[MANUFAC]
PRV-C15-D-UNV-T3-BZ (1).ies	0.900	1.000	1.000	7111	EATON - LUMARK (FORMER COOPER LIGHTING)
PRV-C15-D-UNV-T4-BZ (1).ies	0.900	1.000	1.000	7088	EATON - LUMARK (FORMER COOPER LIGHTING)

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
FLOR_8_SITE	Illuminance	Fc	2.7	11.4	0.0	N.A.	N.A.

All values shown are maintained horizontal Footcandles at grade level.
The lighting calculations provided in this report approximate the light levels expected within the space as defined and are based on the information provided to Cal Lighting. Please verify the data to assure the accuracy of the report. Cal Lighting is not responsible for light output of lamps and ballasts, or design variables.

Filename: 8136-UBI-A2-2515 W 10TH STREET.AGI

SITE LIGHTING

FIXTURES MOUNTING HEIGHT IS 12.5 FT FROM FINISH GROUND TO BOTTOM OF FIXTURE

** Lighting Layout Verification **

Drawn By: CL
Checked By:
Date: 11/17/2019
Scale:

Revisions:

ATTACHMENT H

From: Miriam Swernoff <MSwernoff@castlecompanies.com>

Sent: Tuesday, October 13, 2020 2:55 PM

To: Planning Division <Planning@ci.antioch.ca.us>

Cc: Miriam Swernoff <MSwernoff@castlecompanies.com>

Subject: October 21 Agenda Item Cookies Dispensary

Comments to Antioch Planning Commission Meeting re Cookies Dispensary 2515 West 10th Street

This is Miriam Swernoff with Castle Management writing. Castle Management is the property manager for 2545 West 10th Street and acts as agent for the owner of 2545 West 10th Street Antioch. The properties located at 2505, 2515, 2525 and 2545 are part of a business HOA. The properties were developed as and remain as commercial industrial space. The parking for the properties was laid out as commercial and not retail space. The parking ratios are also designed for commercial and not retail space.

At 2545 West 10th Street there are 30 spaces in the front. All of those spaces are allotted to the current tenants under the terms of their respective leases. There are no extra or open spaces and the allotted spaces are actively used by our tenants. The dispensary will be located at 2515 West 10th Street. Since 2515 is literally across the lot from 2545 we are concerned that visitors to the dispensary will pull into our allocated tenant parking. Our tenants regularly park in the front of their businesses. The rear portion of 2545 West 10th Street is designated for overflow tenant parking and truck deliveries. There is regular loading and unloading by truck for the tenants' various businesses in that rear lot.

The dispensary will be located at 2515 West 10th Street, that building has six spaces in the front and a few more in the back for a total of approximately 15 spaces. The spaces in the back of 2515 are most likely going to be for employee parking and deliveries. The six spaces in the front, which includes one ADA space, are simply not enough for a retail operation. Cookies does not have the parking ratio for a retail operation in what is a commercial industrial business park.

Additionally, as part of the business HOA, all property owners are subject to CC& R's that govern parking and other issues. Under the terms of the CC & R's dated November 25, 1986 section C "each Owner of a Lot shall provide adequate off-street parking to accommodate all parking needs for the intended use. Parking will not be permitted on public streets. Required off-street parking shall be provided on the Lot, on a contiguous Lot or on another Lot within (600) feet of the Lot..." The CC & R's go on to this the parking ratio. The ratios are for uses other than warehousing 1 space for each 400 square feet of total building space, for warehousing 2 spaces for each 3 persons working in the building, but in no event less than 1 space for each 1000 square feet of floor area. The CC & R's were amended in 1990. Part of the amendment addresses parking. Under new section 2, "with respect to the uses not enumerated ... above, the general applicable code parking requirements for such other uses shall be used to determine parking requirements." The City of Antioch's off- street parking regulations Code section 9-5.1703.1 require 5 spaces per 100 square feet of gross floor area for retail sales not listed under another use. The gross floor area of 2515 West 10th Street is approximately 6,408 square feet and has approximately 6,408 gross floor area. The

approximate 15 parking spaces fall well short of the required 32 spaces. As the dispensary gets established and gains customers the parking shortage will only become more obvious. Cookies is aware of the parking challenges and has even commented on them in their April 20, 2020 Parking, Signage and Outreach Plan Submitted to the Antioch Planning Commission. Additionally, the dispensary and the owner of 2545 West 10th Street have entered into a Parking Enforcement Agreement which allows the owner of 2545 West 10 to tow improperly parked cars. Towing cars will not make up for the lack of parking. We ask that the Planning Commission have Cookies more clearly lay out their parking plans.

Respectfully submitted,

Miriam Swernoff

Real Estate Portfolio Manager

Castle Management

(925) 328-1240 ext. 255

(925) 968-8611 cell

mswarnoff@castlecompanies.com

ATTACHMENT I

CITY OF ANTIOCH PLANNING COMMISSION

Regular Meeting
6:30 p.m.

October 21, 2020
Meeting Conducted Remotely

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Planning Commission meetings live stream (at <https://www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/>). The Planning Commission meeting was conducted utilizing Zoom Audio/Video Technology.

Chair Schneiderman called the meeting to order at 6:30 P.M. on Wednesday, October 21, 2020 in the City Council Chambers. She announced that because of the shelter-in-place rules issued as a result of the coronavirus crisis, tonight's meeting was being held in accordance with the Brown Act as currently in effect under the Governor's Executive Order N-29-20, which allowed members of the Planning Commission, City staff, and the public to participate and conduct the meeting by electronic conference. She stated anyone wishing to make a public comment, may do so by submitting their comments using the online public comment form at www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/. Public comments that were previously submitted by email have been provided to the Planning Commissioners. She stated that all items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, October 28, 2020.

ROLL CALL

Present: Commissioners Motts, Parsons, Soliz, Barrow, Vice Chair Martin, and Chair Schneiderman

Staff: Director of Community Development, Forrest Ebbs
Planning Manager, Alexis Morris
Associate Planner, Kevin Scudero
Contract Planner, Kevin Valente
Associate Community Development Technician, Hilary Brown
City Attorney, Thomas Lloyd Smith
Captain, Tony Morefield
Minutes Clerk, Kitty Eiden

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None.

CONSENT CALENDAR

1. Approval of Minutes: A. July 1, 2020
 B. July 15, 2020
 C. August 5, 2020
 D. August 19, 2020

On motion by Commissioner Soliz, seconded by Vice Chair Martin the Planning Commission unanimously approved the minutes of July 1, 2020, as presented. The motion carried the following vote:

AYES: **Motts, Parsons, Soliz, Barrow, Martin, and Schneiderman**
NOES: **None**
ABSTAIN: **None**
ABSENT: **None**

On motion by Vice Chair Martin, seconded by Commissioner Soliz the Planning Commission unanimously approved the minutes of July 15, 2020, as presented. The motion carried the following vote:

AYES: **Motts, Parsons, Soliz, Barrow, Martin, and Schneiderman**
NOES: **None**
ABSTAIN: **None**
ABSENT: **None**

On motion by Commissioner Barrow, seconded by Commissioner Motts the Planning Commission unanimously approved the minutes of August 5, 2020, as presented. The motion carried the following vote:

AYES: **Motts, Parsons, Soliz, Barrow, Martin, and Schneiderman**
NOES: **None**
ABSTAIN: **None**
ABSENT: **None**

On motion by Vice Chair Martin, seconded by Commissioner Soliz the Planning Commission approved the minutes of August 19, 2020, as presented. The motion carried the following vote:

AYES: **Parsons, Soliz, Barrow, Martin, and Schneiderman**
NOES: **None**
ABSTAIN: **Motts**
ABSENT: **None**

NEW PUBLIC HEARING

3. **UP-19-14– Cookies Cannabis Dispensary** – Bakery Antioch, Inc. (Cookies Dispensary) requests approval of a Use Permit to operate a cannabis dispensary with delivery. The project site is located at 2515 West Tenth Street (APN 074-051-018).

Contract Planner Valente presented the staff report dated October 21, 2020 recommending the Planning Commission adopt the resolution recommending that the City Council approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery.

In response to Vice Chair Martin, staff clarified that if approved this would be the fourth dispensary in the Verne Roberts Circle section of the cannabis overlay district and there was an additional dispensary operating on Wilbur Avenue. They explained that they would be removing the vehicle gate to allow customer parking in the rear of the building. They commented that Crystal Clear Logo was not classified as a traditional retail because they typically served businesses.

Commissioner Parsons added that she patronized Crystal Clear Logo and the only time she visited the property was to pick up her orders.

In response to Vice Chair Martin, Contract Planner Valente explained that the tinted windows were not in the retail area.

In response to the Commission, Captain Morefield reported that there had been a relatively small number of calls for service at dispensaries currently operating in Antioch which he attributed to the strong security measures the City had created. He stated the site was a tight area; however, there were not many vehicles in the area. He verified that there were no outstanding issues regarding this application and noted that he met with and provided feedback to the applicant who was very receptive.

In response to Commissioner Barrow, Contract Planner Valente clarified that the project was routed to the Fire Department and he was not aware of any outstanding concerns. Associate Planner Scudero added that when the business obtained their building permits, they would be submitting to the Fire Department and should they require sprinklers, it would be addressed at that time. He added that the Fire Department would have to sign off on the project.

In response to Commissioner Barrow, Captain Morefield stated that two-armed security guards were more than adequate for a business of this size.

In response to Commissioner Barrow, Planning Manager Morris explained that if they had not pulled a building permit within 2-years, they could request a one-year extension. She noted if the use permit was approved, it was into perpetuity as long as they were in compliance with all the conditions of approval.

PROPONENT

Jesse Feldman thanked everyone for hearing their application this evening and introduced their development team. Ryan Johnson and Jesse Feldman gave a Power Point presentation of their brand, products, outreach efforts, circulation/parking plan and social equity program.

In response to Commissioner Motts, Mr. Johnson clarified that their product packaging was compliant with California laws and standard disclaimers were on all packaging.

In response to Chair Schneiderman, Mr. Johnson announced they had developed standard operating procedures to prevent or limit the spread of COVID-19. He stated they would work closely with the City to impose necessary limits.

Commissioner Barrow congratulated the applicant.

In response to Commissioner Barrow, Mr. Johnson stated the percentages of gross revenue for donations in the first year was .25%, the second year .37% and the third year was .5%. He explained that they looked to the City for guidance as to which programs to support for the Social Equity component. He noted they had not looked at vocational programs; however, they would not be opposed to considering them. He further noted they wanted to complete the process within the next three weeks so Council could consider the Operating Agreement with their application.

City Attorney Smith stated they were working with Mr. Feldman and Mr. Johnson on the Operating Agreement which would have a social equity component and Youth Services Network Manager Johnson was working with the applicant to identify programs that would have the greatest impact on the community. He explained that the Social Equity Program would be included in the Operating Agreement that would be approved by the City Council. He reported that Cookies had demonstrated complete willingness to make contributions.

Commissioner Parsons thanked the applicant for their outreach efforts.

In response to Vice Chair Martin, Mr. Johnson explained that the products in their lobby were only displays filled with rice and all of their products were in secure storage, behind locked doors, only accessible to authorized employees. Mr. Feldman explained that the interior tandem parking space #4 was intended for the manager.

In response to Commissioner Soliz, Mr. Johnson explained that the business was a corporate operation, and the licensing fee was for intellectual property and marketing related to the brand. He clarified they should turn a profit based on revenue and operating expenses; however, if they figured in capital expenditures, it may decrease the profit for the first few years.

Commissioner Soliz mentioned other operators in Antioch had been quite successful and he was concerned for parking posing a problem on 10th Street. He explained that he had generally been opposed to other cannabis businesses; however, since he had been in to see them, he

understood their business model. He encouraged all Commissioners visit existing cannabis businesses. He stated he wanted to know what their contribution would be to the City.

City Attorney Smith explained that the details of the community benefits would become very specific in the Operating Agreement.

Chair Schneiderman thanked the applicant for responding to all their questions and commended them on their outreach efforts.

Chair Schneiderman opened the public hearing.

The following public comments were made by an individual utilizing Zoom Audio/Video Technology.

Martin representing Contra Costa Farms expressed concern that Cookies was not contributing an equitable amount to their Social Equity Program and they felt it would be disingenuous to franchise this business. He also felt parking would be insufficient for the business.

Joseph Lawton, Property Manager, spoke in support of Mr. Feldman and expressed concern regarding the lack of parking for the business.

Chair Schneiderman closed the public hearing.

Chair Schneiderman stated she had reservations regarding the parking; however, she felt the applicant and staff had mitigated those issues.

Commissioner Parsons thanked Martin from Contra Costa Farms and recognized their charitable contributions to the Antioch Rotary.

In response to Commissioner Parsons, Contract Planner Valente explained that the Use Permit included delivery service and all loading of product would be done internally, which could potentially help with the parking issue. He noted that they would begin with one delivery vehicle with the potential to add more based on demand.

Commissioner Soliz reiterated his concerns regarding parking. He stated he believed current operators were influential and generous providers in Antioch and the City should nurture those existing businesses.

In response to Commissioner Parsons, Contract Planner Valente stated that the applicant revised their plans to address staff's concerns regarding parking. He explained that there was no specific parking calculation for Cannabis dispensaries, so they were using the City's retail parking requirements which they exceeded. He noted there could be issues, but they hoped they could be mitigated with the operation of the business.

Planning Manager Morris stated that parking calculations were based on all employees and customers being there at the same time. She reiterated that they met the retail requirement,

which was the best equivalent they had and there were conditions of approval that security guards had to enforce those requirements. She noted in the future if they found that it was insufficiently parked and the security guard were not complying with the conditions of approval, the Use Permit could go through the revocation process. She further noted if they were complying with the conditions of approval and they did not have enough parking, those customers would have to leave the site, until parking was available. She added if there was a problem it would be because the conditions of approval were not being enforced. She noted at that time they would work with the applicant or consider initiating a revocation.

Vice Chair Martin questioned if they could condition the project to come back in 6 months to re-evaluate parking.

Planning Manager Morris responded that conditional Use Permits on a 6-month timeframe were problematic because once the business opened, it was not appropriate to re-evaluate the requirements placed on them. She stated that requirements should be based on the project description with conditions that could be enforce. She noted the parking requirements were baseline and the Planning Commission and Council had the authority to establish different requirements.

Commissioner Motts reminded the Commissioners that the Planning Commission and City Council placed the overlay in a business park area.

In response to Commissioner Motts, City Attorney Smith explained that the Operating Agreement would be negotiated with Cookies and it was separate from this process. He commented that they had created mandatory minimums based on expectations of the business. He stated he was comfortable that what they would be contributing to their Social Equity Program was going to be aligned with the other cannabis businesses. He noted the Operating Agreement was very specific and contractually based with a monitoring component.

Commissioner Barrow congratulated staff for their explanation of parking requirements and he commended the applicant for their due diligence and exceeding those requirements. He noted the conditional use permit addressed the parking issue and the applicant was aware that it was a contentious issue. In addition, he noted the issue had been addressed by the Antioch Police Department and Fire Department and would soon be addressed by the Building Department. He stated he would be voting for fairness and if issues came up there could be modifications pertaining to parking.

Vice Chair Martin suggested the possibility of requiring an additional staff member or security guard to monitor parking during hours of operation.

Planning Manager Morris responded that the Planning Commission could consider that option. She cautioned that adding additional employees would impact parking. She noted two security guards were the minimum and they were meeting that requirement.

Vice Chair Martin stated if they could resolve the issue regarding parking, he would be more inclined to approve the project.

Commissioner Soliz stated he did not believe there was an adequate solution to the parking situation. He moved to deny Use Permit (UP-19-14). The motion died for the lack of a second. Commissioner Barrow stated he believed the applicant had met the necessary parking requirements and if issues came up in the future they could be addressed.

In response to Commissioner Parsons, Captain Morefield reiterated that he drove thru proposed and approved cannabis businesses, and this parking area is tight; however, he had not witnessed significant parking issues. He noted this was a smaller business and he could not speak to the amount of traffic they would generate; however, he had not seen any parking issues at Delta Dispensary.

Planning Manager Morris reiterated that if there becomes a problem with the parking there was a condition of approval addressing violations of the Use Permit.

RESOLUTION NO. 2020-26

On motion by Commissioner Barrow, seconded by Commissioner Motts the Planning Commission adopted the resolution recommending that the City Council approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery. The motion carried the following vote:

AYES:	<i>Motts, Parsons, Barrow, and Schneiderman</i>
NOES:	<i>Martin and Soliz</i>
ABSTAIN:	<i>None</i>
ABSENT:	<i>None</i>

Chair Schneiderman thanked the applicant for investing in Antioch and the public speakers for voicing their opinion.

ORAL COMMUNICATIONS

Planning Manager Morris introduced Community Development Technician, Hilary Brown.

Chair Schneiderman welcomed Community Development Technician Brown to the City.

Commissioner Soliz suggested the City look at parking requirements for cannabis businesses because he felt traditional retail requirements did not apply to these types of businesses.

Commissioner Barrow stated it was difficult to compare cannabis businesses that were vastly different in their business model. He noted that the City should consider whether the business meets current regulations. He further noted that the Planning Commission should be part of any review of violations of a Use Permit.

Director of Community Development Ebbs cautioned the Commission about creating a conversation that was not agenzized for discussion this evening.

WRITTEN COMMUNICATIONS

None.

COMMITTEE REPORTS

Commissioner Motts reported that the TRANSPLAN meeting had been cancelled.

ADJOURNMENT

On motion by Vice Chair Martin, seconded by Commissioner Soliz the Planning Commission unanimously adjourned the meeting at 8:22 P.M. The motion carried the following vote:

AYES:	<i>Motts, Parsons, Soliz, Martin, and Chair Schneiderman</i>
NOES:	<i>None</i>
ABSTAIN:	<i>None</i>
ABSENT:	<i>Barrow (lost audio/video connection)</i>

Respectfully submitted:
KITTY EIDEN, Minutes Clerk


CITY OF
ANTIOCH
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL AND CITY OF ANTIOCH AS HOUSING
SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY**

DATE: Regular Meeting of November 24, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant

APPROVED BY: Forrest Ebbs, Community Development Director 

SUBJECT: Public Hearing to review the CDBG-CV3 CARE Fund
Recommendations and Substantial Amendment to 2020-21 Action
Plan for expending federal CDBG and CDBG-CV and local Housing
Successor funding.

RECOMMENDED ACTION

- 1) It is recommended that the City Council hear final public comment and adopt the resolution approving the Substantial Amendment to the FY 2020-21 Action Plan for federal CDBG and CDBG-CV3 funds and authorizing the City Manager or designee to make the necessary FY2020-21 budget adjustments for the approved funding in the Action Plan.
- 2) It is recommended that the City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG subcommittee and adopt the Resolution approving Housing Successor funding for homeless services outlined in the 2020-21 Action Plan and authorizing the City Manager or designee to make the necessary FY2020-21 budget adjustments for the approved funding in the Action Plan.

FISCAL IMPACT

The recommended action will commit \$644,289 in new federal CDBG-CV3 funding, decrease the FY 2020-21 CDBG allocation by \$131, allocate \$339,711 in CDBG Housing Revolving Loan funds, allocate \$87,175 in prior year CDBG residual funds and commit an additional \$80,000 in Housing Successor funding.

DISCUSSION

Public Notice and Comment

The recommended Substantial Amendment combines two sets of actions requiring, by federal regulations, different public noticing requirements for City Council meetings

scheduled on October 27, 2020 and November 24, 2020. Both actions were published in the Contra Costa Times on September 16, 2020, inviting public comment.

Public comments were presented to the City Council at the October 27, 2020 meeting by Marianna Moore representing Ensuring Opportunities, Alex Werth from East Bay Housing Organizations (EBHO) and Debra Ballinger from Monument Impact, who collectively urged the City Council to consider funding additional legal services for eviction prevention and representation for residents. At the November 10th City Council meeting, Christine Clark and Rochelle Pierre from East County Regional Group stressed the need for legal assistance for people of color, availability of legal assistance in Spanish, and rental assistance, citing the number of children who may become homeless with their families. No written public comments were submitted. The City Council continued the consideration of the recommendations until November 24th to allow for further research.

Background

CCBG-CV3 Funding Substantial Amendment

The third and final CDBG-CV (Corona Virus) CARES Act funding was released on September 11, 2020. This round awarded funding to communities with the higher risk of eviction. Guidance from HUD Secretary Ben Carson is that the funds be prioritized to “households struggling to meet their rental or mortgage obligations to stay afloat as our nation continues to recover from the coronavirus pandemic.”

The City of Antioch was allocated \$644,289, which is \$135,032 more than the CV1 allocation of \$509,257. Total CDBG-CV funds awarded is \$1,153,546, in addition to the annual CDBG Entitlement allocation of \$865,558 (revised allocation).

The City Council approved allocation of CDBG and CDBG-CV1 funds at the May 12, 2020 City Council meeting. Council must now consider the recommendations of the CDBG Subcommittee for CDBG-CV3 funds.

The CDBG Subcommittee, consisting of Councilmember Lori Ogorchock and Mayor Pro Tem Joy Motts, met with staff on September 25th, November 5th and 12th. The City had previously awarded rental assistance funding on May 12, 2020 to two agencies using the CDBG RFP process. The CDBG Subcommittee determined that this funding should be allocated to these already-funded agencies with experience in this area. The Subcommittee’s preference was to put the money in a funding pool to be drawn upon by either agency as needed. The Subcommittee also recommended that funding be set aside to assist eligible lower income homeowners with legal assistance to help prevent mortgage default and foreclosure.

Following the public comment received on October 27 and November 10, 2020, staff worked with the commenting groups to better understand the needs they projected and their methodology. Staff also worked with the Contra Costa CDBG/HOME Consortium, ECHO Housing, Centro Legal, and others to create a coordinated strategy by the Consortium members, as their funding allows. The County is providing \$600,000 for

services with ECHO and Centro Legal in this proposal, in addition to \$3.2 million in rental assistance. The City of Concord is proposing \$250,000 for these services and \$550,000 in rental assistance on December 1st. The City of Walnut Creek is proposing \$15,000 for legal assistance and \$406,391 for rental assistance on November 17th, but may consider more for legal assistance at that meeting. The City of Pittsburg is gathering information and has not determined a recommendation as of the date of this staff report.

The Subcommittee's final recommendations for the CV3 funds are to:

- Create a funding pool of \$500,000 for rental/mortgage financial assistance if allowed by HUD OR allocate \$350,000 to SHELTER Inc. and \$150,000 to St. Vincent de Paul for this purpose.
- Contract with ECHO Housing to create the Homeless Prevention Legal Assistance and Defense for Evictions and Foreclosure program for lower income households for \$125,000 in CDBG-CV and \$80,000 in Housing Successor funds, for a total of \$205,000. Subcontract for legal services will be with Centro Legal.
- Set aside \$19,289 for CV3 Administration if needed. Any amount of Administration funding that is not needed will be transferred to rental assistance at the end of the fiscal year.

Below is a table that details \$305,000 in supportive and legal services, and \$990,000 in rental and mortgage assistance, for a total of \$1,295,000 in recommended support to help lower income Antioch households retain their housing and avoid becoming homeless.

FY 2020-21 Summary of Tenant, Homeowner and Fair Housing Assistance							
	Agency	Program	CDBG	CDBG-CV1	CDBG-CV3	Housing Successor	Total
Eviction & Foreclosure Services (including Legal Services) for lower income renters & homeowners							
H-2.1	Bay Area Legal Aid	Eviction Services for Homeless Prevention				25,000	25,000
H-2.6	ECHO Housing	Homeless Prevention - Legal Assistance & Defense for Evictions & Foreclosure for lower income households			125,000	80,000	205,000
CD-4.1	ECHO Housing	Fair Housing Services	25,000				25,000
CD-5.1	ECHO Housing	Tenant-Landlord Services	30,000	20,000			50,000
Sub Total:			55,000	20,000	125,000	105,000	305,000
Rental and Mortgage Assistance for lower income renters & homeowners							
H-2.4	SHELTER, Inc.	Homeless Prevention/Rapid Rehousing		300,000	350,000	30,000	680,000
H-2.5	St. Vincent de Paul	Homeless Prevention Project		130,000	150,000	30,000	310,000
or City fund pool for rental assistance by these agencies							
Sub Total:			0	430,000	500,000	60,000	990,000
Total Renter & Homeowner Assistance:			55,000	450,000	625,000	165,000	1,295,000

Emergency Rental Assistance Priority Index

HUD has stressed in recent All-Grantee meetings that the distribution of these funds must be consistent with the jurisdiction's Consolidated Plan data that shows the prevalence of renters and owners who are cost burdened and severely cost burdened, those living in substandard conditions, and other data presented in the Plan that highlight those at greatest risk of losing their housing and possibly becoming homeless as a result.

Because the amount of assistance to help prevent default and evictions is so limited compared to the estimates of the people who will require assistance, the Urban Institute developed the Emergency Rental Assistance Priority Index. This index estimates the level of need in a census tract by measuring the prevalence of low-income renters who are at risk of experiencing housing instability and homelessness. To do this, it examines neighborhood conditions and demographics, incorporating instability risk factors before the pandemic as well as the pandemic's economic impacts. The index emphasizes an equitable approach, accounting for risk factors that are higher for certain groups, particularly Black, Indigenous, and Latinx renters. This information helps the City to target areas where resources for residents are likely to have the greatest impact on reducing housing instability and homelessness.

Data sources used to create this index include the 2014-18 American Community Survey five-year estimates, the Urban Institute's "Where Low-Income Jobs Are Being Lost to COVID-19" data tool, and the U.S. Department of Housing and Urban Development's 2012-16 Comprehensive Housing Affordability Strategy dataset, which was used to create the Contra Costa County Consortium 2020-25 Consolidated Plan.

Coupling the Consolidated Plan information with the Urban Institute data allows City Council to consider targeting limited funding to the census tracts with the greatest need. These areas are the two darkest blue colored areas in Attachment C.

Priority census tracts for the City of Antioch are indicated with green arrows in descending order of greatest need on the second, blue map. The Sycamore area, arrow #1, has the highest need. The Delta Fair area ranks #2, Downtown area #3, the mobile home/Gentrytown area #4, and east Antioch Wilbur/Yellowstone area north of the freeway and east of Hillcrest is #5. There are 2,200 extremely low-income renters who reside in these five areas. Lesser, but still significant, need exists in the lighter blue shaded areas which have arrows in yellow. The number of extremely low-income renters in these seven areas is 1,780. The remaining light blue areas have a lesser concentration of risk factors that indicate a need for subsidy.

Council may wish to utilize this information to make a decision about how best to deploy the limited funding available. Since \$430,000 in CDBG-CV1 funding was directed for rental/mortgage/utility assistance for lower income households throughout the **entire** city (as this Urban Institute data was not available at that time), following are four scenarios:

1. Target outreach and all CV-3 (\$519,289) assistance funding in the top five census tracts with the highest priority need (potential 2,200 households [HH]).

2. Target outreach and CV-3 assistance funding in the top five census tracts with the highest priority need but permit extremely low-income households in the remaining high-need census tracts, #6-12, to apply for funding as well (potential 3,980 HH).
3. Target outreach and all CV-3 assistance funding in all 12 of the higher need census tracts (potential 3,980 HH).
4. Target outreach and CV-3 assistance funding in all 12 of the higher need census tracts and permit extremely low-income households throughout the city to apply for funding as well.

To visualize how many households the City's rent/mortgage/utility assistance program may assist, the following calculations may be helpful:

CV1 funding assistance = \$430,000, CV3 = \$519,289, total = \$949,289.

- If the average assistance awarded is \$2,000 per household, these funds can serve a maximum of 475 households.
- \$3,000 per household assistance = 317 households served
- \$4,000 per household assistance = 238 households served
- \$5,000 per household assistance = 190 households served
- \$6,000 per household assistance = 87 households served

The CDBG Subcommittee recommends option #2. This approach reaches the households that have the least resources, highest rent burden, and hardest hit by employment loss, who are most vulnerable to falling into homelessness should they become displaced.

Summary of All Recommended Amendments to 2020-21 Action Plan

The recommendations in this Substantial Amendment modify the grant funding plan approved by City Council on May 12, 2020 for fiscal year 2020-21. Six modifications are recommended in order to respond to emerging needs, as follows:

1. Decrease 2020-21 CDBG-EN (Entitlement) allocation by \$131 from \$865,689 to \$865,558 due to an error on the part of HUD. The \$131 is proposed to be deducted from the City ADA Improvements project.
2. Increase the City ADA Improvements project allocation of prior year residual funding from \$49,000 to \$87,175 (in addition to the CDBG allocation of \$282,165, total \$359,340 recommended) due to additional costs of bringing the first-floor restrooms into full ADA compliance and to compensate for action #1 above.
3. Allocate \$339,711 in Housing Revolving Loan Funds (RLF) to the AHOP Homebuyer Down Payment Assistant project (AH.3.2) for the purpose of helping with closing costs and loans. CDBG housing loan payoffs have increased recently. The City risks having too much money on hand in May, when HUD tests to see that not more than 150% of the grant allocation is unspent. This will be a particular challenge with all of the CARES Act funding granted this year. Spending down the RLF will help bring down City's total funds on hand.

- This action also decreases the grant to Rising Sun Center for Opportunity (AH-4.1) from \$30,000 to \$0, and directs those funds to the loan program. Rising Sun did not need to utilize City of Antioch funding as they made emergency changes to their services to adapt to the COVID-19 pandemic. The agency hopes to be able to return to their model of hiring lower income Antioch youth and making in-home assessments and repairs next year.
- 4. Allocate \$19,289 (3%) of CDBG-CV3 funds to CDBG Administration to help support development of policies and procedures for new rental and mortgage assistance programs. HUD allows for up to 20% for administration. Total Administration for CDBG, CV1 and CV3 funds would be \$181,939 or 9% of total \$2,019,104 in federal grants.
- 5. Allocate \$125,000 in CDBG-CV3 funding and \$80,000 in Housing Successor homeless assistance funding (total \$205,000) to create new Homeless Prevention – Legal Assistance and Defense for Evictions and Foreclosures for Lower Income Households program through ECHO Housing. Echo will subcontract with Centro Legal de la Raza and other legal providers to provide an increased level of legal and paralegal support to people facing eviction, foreclosure, and possible homelessness. ECHO's Antioch office will serve Antioch residents with both a local and toll-free telephone number and will conduct community outreach to let residents know of the availability of these vital services.
- 6. Allocate \$500,000 in CDBG-CV3 funding to:
 - a) create a fund pool for rental/mortgage assistance for lower income households by SHELTER Inc. and St. Vincent de Paul IF this action is approved by HUD (still awaiting a decision).
 - b) If HUD does not approve a pool, then allocate an additional \$150,000 to St. Vincent de Paul (total \$310,000) and an additional \$350,000 (total \$680,000) to SHELTER Inc. to provide these services.
 - These funds must be expended within two years but are expected to be expended very rapidly to help stave off evictions that will occur when the moratoriums are lifted.

ATTACHMENTS

- A. Resolution for CDBG Substantial Amendment to the 2020-21 Action Plan
- B. Resolution for Housing Successor Amendment to the 2020-21 Action Plan
- C. Emergency Rental Assistance Priority Index for City of Antioch

ATTACHMENT “A”

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2020-21 ACTION PLAN FOR THE CITY OF ANTIOCH AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE ADJUSTMENTS TO THE FY 2020-21 BUDGET FOR THE FUNDING IN THE APPROVED ACTION PLAN

WHEREAS, the City of Antioch has been designated by the U.S. Department of Housing and Urban Development (“**HUD**”) as a community entitled to receive, by allocation, Community Development Block Grant Funds to help develop viable urban communities through the provision of decent housing, a suitable living environment, and economic opportunity for lower income residents;

WHEREAS, as a condition of funding, HUD requires recipient jurisdictions to prepare a one-year action plan as a subsidiary document to the Consolidated Plan, to indicate how funds will be expended to benefit eligible populations in each year of the five-year consolidated plan period;

WHEREAS, HUD requires recipient jurisdictions to execute a substantial amendment when allocating new funding to an existing Action Plan, to carry out a new activity using funds covered under the Consolidated Plan, to make a change in the City’s allocation priorities or a change in its method of distributing funds, to change the purpose, scope, location or beneficiaries of an activity, or other program changes activities identified in the City’s Citizen Participation Plan;

WHEREAS, HUD has allowed jurisdictions to make an exception to the 30-day required public comment period, and the City has applied to reduce the public comment period to a minimum 10 days;

WHEREAS, CDBG entitlement jurisdictions were awarded a special allocation of CDBG-CV3 funds to be used to prevent, prepare for, and respond to the COVID-19 pandemic as part of an allocation authorized by the Coronavirus Aid, Relief, and Economic Security Act (“**CARES Act**”), Public Law 116-136, which was signed by President Trump on March 27, 2020 as a response to the growing effects of this historic public health crisis;

WHEREAS, the City of Antioch has been allocated by HUD the amount of \$644,289 in CDBG-CV3 (corona virus) funds for Fiscal Year 2020-21;

WHEREAS, the City of Antioch, consistent with HUD’s program rules on eligibility, and guidance about CDBG-CV funding, has chosen to allocate all CDBG funds to several programs providing tenant support and rental/mortgage/utility assistance, in support of HUD’s National Objective to primarily benefit low and moderate-income persons; and

WHEREAS, the City of Antioch has determined that the expenditure of these funds will have the cumulative effect of advancing the Consolidated Plan objectives in the short and long-term.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES RESOLVE AS FOLLOWS:

- The City hereby determines that it is appropriate to substantially amend the City of Antioch FY 2020-21 Action Plan to HUD
- The City hereby substantially amends the City of Antioch FY 2020-21 Action Plan to HUD to make changes in CDBG funding and to include the City's plans for the expenditure of CDBG-CV3 funds in accordance with the priorities outlined in the Consolidated Plan and in support of HUD's national objectives (attached hereto as "Exhibit A" and incorporated by reference) as follows:
 - Decrease the total 2020-21 CDBG-EN allocation by \$131, from \$865,689 to \$865,558, to correct HUD allocation error;
 - Decrease CD-7.1 City ADA Improvements project by \$131, from \$282,296 to \$282,165 from 2020-21 CDBG-EN;
 - Increase the City ADA Improvements project Prior Year CDBG to \$87,175 for a total of \$359,340 total project funding;
 - Decrease CDBG Housing Revolving Loan Funding (RLF) for AH-4.1 to Rising Sun from \$30,000 to 0 for FY 2020-21.
 - Add new allocation of Housing RLF funding to AH 3.2 AHOP Homebuyer Down payment Assistance for the purpose of closing costs and loans, in the amount of \$339,711.
 - Add new allocation of \$19,289 in CDBG-CV3 funds to CDBG Administration
 - Add new allocation of \$125,000 in CDBG-CV funds to create new Homeless Prevention-Legal Assistance and Defense for Evictions and Foreclosures with ECHO Housing as administering agency.
 - Add new allocation of \$500,000 in CDBG-CV funds to create a fund pool for rental and mortgage assistance for lower income households, with programs administered by SHELTER Inc. and St. Vincent de Paul, and the pool administered by the city and utilizes by both agencies as needed. If HUD determines such a funding pool is not permitted then add new allocation of CV3 funds of \$350,000 to SHELTER Inc. and \$150,000 to St. Vincent de Paul for this purpose.
- The City Manager, or designee, is designated as the City representative to submit the Substantial Amendment, Application for CARES CDBG-CV3 funding, revised Application for 2020-21 CDBG funding, and all other relevant documents and all understandings and assurances contained therein,
- The City Manager, or designee, is directed and authorized to disburse funds and execute all attendant documents and agreements in a form approved by the City Attorney consistent with the City Council's designation and approval of the programs, activities and projects as designated in the City of Antioch FY 2020-21

Action Plan, and to act in connection with the submission and to provide such additional information as may be required; and

- The City Manager or designee is hereby authorized to make the necessary budget adjustments to the FY2020-2021 budget in accordance with the approved funding in the Action Plan.

* * * * *

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 24th day of November 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

FY 2020-21 Action Plan Strategies & Funding of the 2020-25 Consolidated Plan Priority Goals									
Applicant		Project Name	Funds 10/9/2020						TOTAL
			865,558	339,711	87,175	509,257	644,289	1,100,000	3,545,990
			CDBG-EN	CDBG-RLF	Prior Yr CDBG	CDBG-CV1	CDBG-CV3	Housing Successor	ALL SOURCES
Homeless Goals and Strategies (H-1 and H-2)									
H-1: Permanent Housing for Homeless. Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.									
H-1.1	CCC Health, Housing, Homeless Svcs	CORE Homeless Outreach						30,000	30,000
H-1.2	Interfaith Council of CCC	Winter Nights Emergency Family Shelter						15,000	15,000
H-1.3	STAND!	Emergency Domestic Violence Shelter						10,000	10,000
Subtotal Homeless Shelter Strategies:			0	0		0		55,000	55,000
H-2: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.									
H-2.1	Bay Area Legal Aid (BALA)	Eviction Services for Homeless Prevention						25,000	25,000
H-2.2	Contra Costa Crisis Center	Crisis/211 Homeless Services						10,000	10,000
H-2.3	Loaves & Fishes of CC	Nourishing Lives				10,000		10,000	20,000
H-2.4	SHELTER, Inc.	Homeless Prevention/Rapid Rehousing				300,000	350,000	30,000	680,000
H-2.5	St. Vincent de Paul	Homeless Prevention Project				130,000	150,000	30,000	310,000
			or a fund pool for rental assistance by these agencies						
H-2.6	ECHO Housing	Homeless Prevention - Legal Assistance and Defense for Evictions & Foreclosure for lower income households					125,000	80,000	205,000
Subtotal Homeless Prevention Strategies:			0	0	0	440,000	625,000	185,000	1,250,000
Subtotal Homeless Strategies:			0	0	0	440,000	625,000	240,000	1,305,000
Public Services Goals and Strategies (CD-1-5)									
CD-1: General Public Services. Ensure that opportunities and services are provided to improve the quality of life and independence for lower-income persons, and ensure access to programs that promote prevention and early intervention related to a variety of social concerns.									
CD-1.1	Cancer Support Community	Antioch CSC Center	10,000						10,000
CD-1.2	Opportunity Junction	Technology Center Training	10,000						10,000
Subtotal General Public Services			20,000	0		0		0	20,000
CD-2: Non-Homeless Special Needs. Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly and frail elderly, victims of domestic violence, persons with HIV/AIDS, persons with mental, physical and developmental disabilities, abused children, illiterate adults and migrant farm workers.									
CD-2.1	Choice in Aging	Bedford Center Adult Day Health Care	10,000						10,000
CD-2.2	CC Family Justice Alliance	Navigation for Victims of DV, Abuse	10,000						10,000
CD-2.3	CC Senior Legal Services	Legal Services for older Americans	10,000						10,000
CD-2.4	Lions Center	Independent Living Skills	10,000						10,000
CD-2.5	Meals on Wheels Diablo Region	Care Management	10,000			10,000		10,000	30,000
CD-2.6	Meals on Wheels Diablo Region	Meals on Wheels (MOW)	10,000			20,000			30,000
CD-2.7	Ombudsman Services CC	Advocacy in Care Facilities	10,000						10,000
Subtotal Non-Homeless Special Needs Strategies:			70,000	0	0	30,000	0	10,000	110,000
CD-3: Youth. Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood.									
CD-3.1	Bay Area Crisis Nursery	Emergency child shelter services	10,000						10,000
CD-3.2	Court Appointed Special Advocates	Children At Risk	10,000						10,000
Subtotal Youth Strategies:			20,000	0	0	0	0	0	20,000
CD-4: Fair Housing. Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice.									
CD-4.1	ECHO Housing	Fair Housing Services	25,000						25,000
Subtotal Fair Housing Strategies (Funded from CDBG Administration):			25,000	0	0	0	0	0	25,000
CD-5: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords and to educate both as to their rights and responsibilities, so as to help prevent people from becoming homeless and to ensure fair housing opportunity.									
CD-5.1	ECHO Housing	Tenant-Landlord Services	30,000			20,000			50,000
Subtotal Tenant/Landlord Counseling Strategies:			30,000	0	0	20,000	0	0	50,000
Total Public Services Funding (does not include Fair Housing, funded from Admin):			140,000	0	0	490,000	625,000	250,000	1,505,000
Economic Development (CD-6)									
CD-6: Economic Development. Reduce the number of persons with incomes below the poverty level, expand economic opportunities for very low- and low-income residents, and increase the viability of neighborhood commercial areas.									
CD-6.1	CocoKids	Road to Success	20,000						20,000
CD-6.2	Opportunity Junction	Administrative Careers Training (ACT)	60,000						60,000
Subtotal Economic Development Strategies:			80,000	0	0	0	0	0	80,000
Infrastructure Development (CD-7)									
CD-7: Infrastructure and Accessibility. Maintain adequate infrastructure in lower income areas, and ensure access for the mobility-impaired by addressing physical access barriers to goods, services, and public facilities in such areas.									
CD-7.1	City of Antioch	ADA Improvements City Hall	282,165		87,175				369,340
CD-8: Public Facilities for Homeless and Emergency Services. Improve public facilities at which agencies deliver services to homeless residents and those that will serve as Cooling Centers, Warming Centers, and Clean Air Centers.									
CD-8.1	Contra Costa County Library - Antioch	18th St. Library HVAC Replacement	195,000						195,000
Subtotal Infrastructure and Accessibility, and Public Facility Strategies:			477,165	0	87,175	0	0	0	564,340
Administration (CD8)									
CD-9: Administration. Support development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector, and administer federal grant programs in a fiscally prudent manner.									
CD-8.1	City of Antioch	Administration of CDBG Prog	143,393			19,257	19,289		181,939
Subtotal Administration & Fair Housing Strategies:			168,393	0	0	19,257	19,289	0	206,939
Subtotal Non-Housing Community Development Strategies:			865,558	0	87,175	509,257	644,289	250,000	2,356,279
Affordable Housing Goals and Strategies (AH-1 – AH-3)									
AH-1: Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income, very low-income, and low-income households by increasing the supply of decent, safe, and affordable rental housing.									
AH-2: Increase Affordable Supportive Housing. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.									
AH-3: Maintain and Preserve Affordable Housing. Maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.									
AH-3.1	Bay Area Affordable Homeownership Alliance	Antioch Homeownership Program						50,000	50,000
AH-3.2	City of Antioch	AHOP Homebuyer Down payment Loans		339,711				300,000	639,711
AH-3.3	Habitat for Humanity East Bay, Inc.	Homeowner Rehabilitation Program						500,000	500,000
AH-4: Reduce household energy costs. Increase housing and energy security to make housing more affordable to lower income households by reducing the consumption of energy.									
AH-4.1	Rising Sun Center for Opportunity	Home Energy & Water Assessment/ Remediation		0					0
AH-5: Expand community resilience to natural hazards. Increase resilience to natural hazards of housing stock occupied by lower income residents.									
Subtotal Affordable Housing Strategies:			0	339,711	0	0	0	850,000	1,189,711
Total Each Funding Source:			865,558	339,711	87,175	509,257	644,289	1,100,000	3,545,990
Balance All Funding Sources:			0	0	0	0	0	0	0
			CDBG-EN	CDBG-RLF	Prior Yr CDBG	CDBG-CV1	CDBG-CV3	Housing Successor	ALL SOURCES

ATTACHMENT “B”

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY OF ANTIOCH AS THE HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY APPROVING FUNDING FOR HOMELESS
PROGRAMS DURING FISCAL YEAR 2020-2021 AND
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE ADJUSTMENTS TO
THE FISCAL YEAR 2020-21 HOUSING SUCCESSOR BUDGET FOR THE
APPROVED FUNDING**

WHEREAS, SB 341 (Chapter 796, Statutes of 2013) modifies expenditure and accounting rules for Housing Successor agencies that have taken over housing functions for former redevelopment agencies, and permits the expenditure of up to \$250,000 per fiscal year on homelessness prevention and rapid rehousing services if the housing successor has fulfilled all replacement, affordable housing production, and monitoring, database compilation and web site publication requirements;

WHEREAS, the City of Antioch has fulfilled the aforementioned requirements and wishes to help prevent and address the issues of homelessness in the City;

WHEREAS, FY 2020-21 is the first year of the FY 2020-22 two-year funding cycle, and proposals to provide a wide array of services and programs to benefit lower income persons and areas were solicited by the Contra Costa HOME Consortium according to federal procurement regulations;

WHEREAS, the Council Subcommittee carefully considered all proposals, and made recommendations for funding which constituted the adopted 2020-21 Action Plan in the amount of \$1,520,000 from the Housing Asset Fund be used for Homeless services and Housing activities;

WHEREAS, the Council Subcommittee retained \$80,000 of the \$250,000 in allowable homeless funding to await the best use to respond to the COVID-19 pandemic, and now recommends using these funds for Homeless Prevention services as follows:

Activity H-2.6	ECHO Housing	Homeless Prevention - Legal Assistance and Defense for Evictions & Foreclosure for lower income households	\$80,000 Housing Successor funding
-------------------	-----------------	--	---------------------------------------

WHEREAS, the City of Antioch as the Housing Successor met on November 24, 2020, to consider the Subcommittee’s recommendations and solicit public input on the proposed revision to the FY 2020-21 Annual Action Plan; and

WHEREAS, the Director of Finance has confirmed that there are sufficient, unencumbered funds to take this action.

NOW, THEREFORE, BE IT RESOLVED that the City of Antioch as the Housing Successor to the Antioch Development Agency does hereby designate \$80,000 in Housing Successor funds for the Homeless Prevention program above and authorizes the City Manager or designee to make adjustments to the FY2020-2021 Housing Successor budget for the approved funding.

* * * * *

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 24th day of November, 2020 by the following vote:

AYES:

NOES:

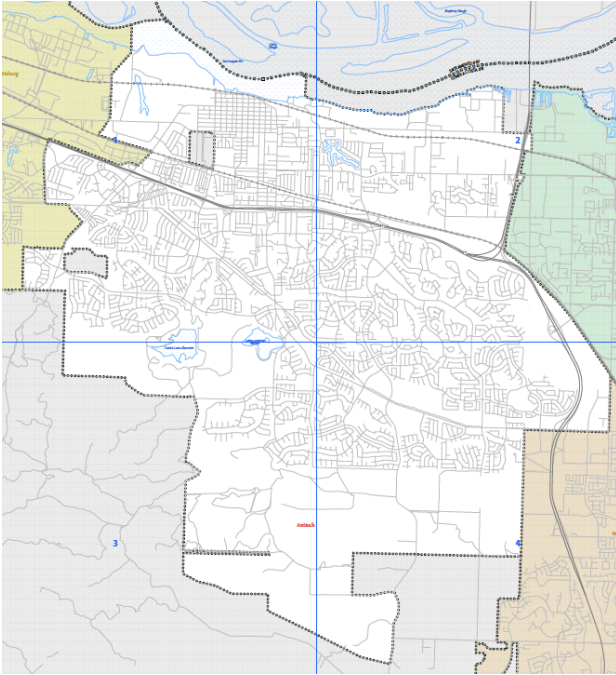
ABSTAIN:

ABSENT:

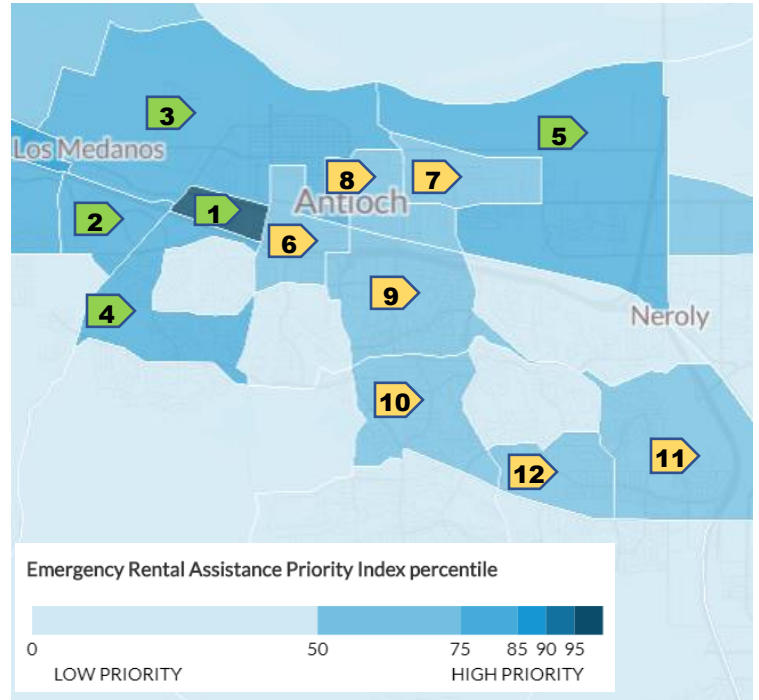
ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

Where to Prioritize Emergency Rental Assistance to Keep Renters in Their Homes – Antioch

City of Antioch Boundaries



City of Antioch Emergency Rental Priority Census Tracts



Following is data on highest need census tracts



ELI renters = extremely low-income renters, or renters with incomes at or below 30 percent of the area median income

To allow local decisionmakers to compare the needs of neighborhoods in their area, our map displays each census tract based on the percentile that its index value falls into compared with all other tracts in the state. For this reason, the Emergency Rental Assistance Priority Index percentiles in this tool and the values in the data download should not be used to compare housing instability risk in census tracts in different states.

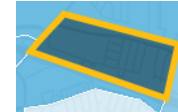
These subindexes and their underlying indicators have been weighted differently based on evidence that certain factors disproportionately contribute to homelessness and health risks. To see the indicator values that make up each census tract's subindexes and for more information about how we calculated the Emergency Rental Assistance Priority Index, download the [data](#) and the [technical appendix](#).

1

Sycamore area (darkest) has highest need

CENSUS TRACT 307202

in Contra Costa County, CA



680

ELI renters



Emergency Rental Assistance Priority Index: **96th** percentile (among California tracts)

Housing Instability Risk Subindex: 96th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 68th percentile

Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 97th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

2

CENSUS TRACT 307201
in Contra Costa County, CA



285
ELI renters

Emergency Rental Assistance Priority Index: **83rd**
percentile (among California tracts)

Housing Instability Risk Subindex: 90th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 67th percentile

Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 72nd percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

3

CENSUS TRACT 305000
in Contra Costa County, CA



565
ELI renters

Emergency Rental Assistance Priority Index: **79th**
percentile (among California tracts)

Housing Instability Risk Subindex: 84th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 71st percentile

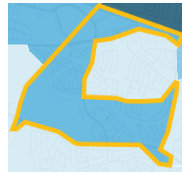
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 70th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

4

CENSUS TRACT 307205
in Contra Costa County, CA



625
ELI renters

Emergency Rental Assistance Priority Index: **77th**
percentile (among California tracts)

Housing Instability Risk Subindex: 82nd percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 48th percentile

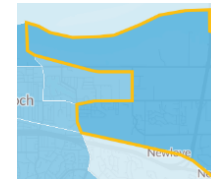
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 70th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

5

CENSUS TRACT 306002
in Contra Costa County, CA



45
ELI renters

Emergency Rental Assistance Priority Index: **76th**
percentile (among California tracts)

Housing Instability Risk Subindex: 88th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 75th percentile

Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 56th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

6

CENSUS TRACT 307102
in Contra Costa County, CA



395
ELI renters

Emergency Rental Assistance Priority Index: 72nd percentile (among California tracts)

Housing Instability Risk Subindex: 69th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 75th percentile

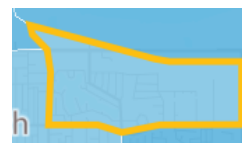
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 69th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

7

CENSUS TRACT 306004
in Contra Costa County, CA



195
ELI renters

Emergency Rental Assistance Priority Index: 67th percentile (among California tracts)

Housing Instability Risk Subindex: 81st percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 28th percentile

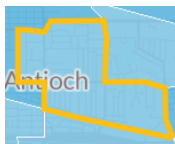
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 56th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

8

CENSUS TRACT 306003
in Contra Costa County, CA



420
ELI renters

Emergency Rental Assistance Priority Index: 64th percentile (among California tracts)

Housing Instability Risk Subindex: 64th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 73rd percentile

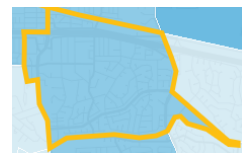
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 59th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

9

CENSUS TRACT 308001
in Contra Costa County, CA



270
ELI renters

Emergency Rental Assistance Priority Index: 63rd percentile (among California tracts)

Housing Instability Risk Subindex: 68th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 56th percentile

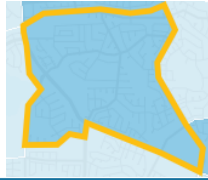
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 56th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

10

CENSUS TRACT 355109
in Contra Costa County, CA



160
ELI renters

Emergency Rental Assistance Priority Index: 56th
percentile (among California tracts)

Housing Instability Risk Subindex: 40th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 52nd percentile

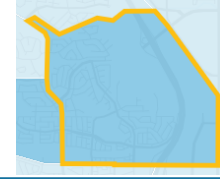
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 66th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

11

CENSUS TRACT 302009
in Contra Costa County, CA



275
ELI renters

Emergency Rental Assistance Priority Index: 55th
percentile (among California tracts)

Housing Instability Risk Subindex: 43rd percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 36th percentile

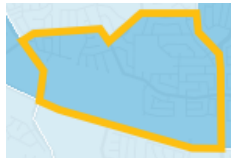
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 63rd percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

12

CENSUS TRACT 355110
in Contra Costa County, CA



65
ELI renters

Emergency Rental Assistance Priority Index: 52nd
percentile (among California tracts)

Housing Instability Risk Subindex: 41st percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 12th percentile

Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 62nd percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

The remaining lighter blue areas are not shown here, nor rated, and are not recommended for subsidy assistance.


The link for this data from the Urban Institute is:
https://www.urban.org/features/where-prioritize-emergency-rental-assistance-keep-renters-their-homes?cm ven=ExactTarget&cm cat=LAB Prioritizing+Rental+Assistance CoC+%26+HUD+grantees&cm pla=All+Subscribers&cm ite=new+tool+developed+by+a+team+of+Urban+Institute+researchers&cm ainfo=&&utm_source=urban EA&&utm_medium=email&&utm_campaign=prioritizing rental assistance&&utm_term=lab&&utm_content=coc hudgrantees



**STAFF REPORT TO THE CITY COUNCIL, ANTIOCH PUBLIC FINANCING
AUTHORITY AND CITY OF ANTIOCH AS SUCCESSOR AGENCY AND HOUSING
SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY**

DATE: Regular Meeting of November 24, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Resolutions Appropriating Expenditures for Encumbrances and Project Budgets Outstanding to the 2020/21 Fiscal Year Budget and Approving Other Amendments to the 2020/21 Fiscal Year Budget

RECOMMENDED ACTION

It is recommended that the City Council adopt the following resolutions:

1. Resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2020/21 fiscal year budget and approving other amendments to the 2020/21 fiscal year budget
2. Resolution of the Antioch Public Financing Authority approving amendments to the 2020/21 fiscal year budget
3. Resolution of the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency approving amendments to the 2020/21 fiscal year budget

FISCAL IMPACT

Funds were committed and available in the prior fiscal year to pay for encumbrances and project budgets outstanding (Attachment A, Exhibits A & B). This action will carry forward those unspent funds and any related reimbursements into the current fiscal year. Other items requiring amendments are outlined in the exhibits included with the resolutions for the City of Antioch (Attachment A); Antioch Public Financing Authority (Attachment B) and Successor Agency and Housing Successor (Attachment C).

DISCUSSION

A budget update was provided and related discussion took place at the November 10, 2020 City Council meeting (refer to Attachment D for November 10, 2020 special meeting staff report). Proposed amendments to the fiscal year 2020/21 budget were reviewed and City Council provided direction to expand the parking enforcement contract managed

by the Police Department. One-time revenue spending in the amount of \$385,620 in the fiscal year 2020/21 budget were also considered. As a result, the following fiscal year 2020/21 budget amendments are requested for the General Fund, as well as other City funds:

- Encumbrances are commitments (purchase orders) related to not yet completed contracts or purchases of goods or services. Encumbrances outstanding at June 30, 2020 are reported as assignments of fund balance since they do not constitute expenditures or liabilities and must be re-appropriated in the 2020/21 fiscal year budget. This action affords the appropriate authorization to complete the payment for these prior commitments (Attachment A - Exhibit A).
- Certain projects appropriated in the 2019/20 budget were not complete, and thus require the remaining budget to be carried forward into the 2020/21 budget to pay for remaining project expenditures (Attachment A - Exhibit B).
- Other budget items reflect changes to the fiscal year 2020/21 budget which occurred after adoption of the budget on June 25, 2019 and mid-year budget amendments on April 28, 2020. Refer to the exhibits included with the resolutions for the City of Antioch (Attachment A), Antioch Public Financing Authority (Attachment B) and Successor Agency and Housing Successor (Attachment C) for detail of these other budget items.

Budget Summary

The next table reflects fiscal year 2019/20 unaudited closing numbers, the fiscal year 2020/21 budget with approved amendments to date, and revised fiscal year 2020/21 budget figures incorporating the requested amendments in this report. The revised budget table on page 3 varies from the version discussed on November 10th due to:

1. The inclusion of the expanded parking enforcement contract at a six-month net cost as directed by the City Council (versus the yearly cost presented in the prior report). \$20,000 was added to revised fiscal year 2020/21 revenues for increased fines and \$32,788 to Police Department expenses, which also triggered an increase of \$12,788 for the net cost in the transfer required from the Budget Stabilization Fund to balance the budget.
2. AB109 grant funding of \$146,795 for the Police Department was removed in the prior revised revenue budget. Contra Costa County confirmed a one-time State realignment backfill will reinstate this funding for fiscal year 2020/21 in the amount of \$139,523 which is reflected in *Revenue from Other Agencies* in the table. As a result, the transfer from the Budget Stabilization Fund was reduced by this amount as well.
3. The one-time revenue allocation of \$385,620 to unfunded liabilities is included in the *Nondepartmental* expense in the table rather than segregated out as in the prior report for discussion purposes.

While fiscal year's 2019/20 and 2020/21 fund balances demonstrate compliance with the City's 20% unassigned reserve policy and reflect healthy reserves, the Finance Department is cautiously optimistic about the revenue outlook as the COVID-19 pandemic extends to its eighth month. The budget and continually evolving economic environment

will be monitored closely by staff and periodic updates will be brought to City Council as appropriate.

Budget Summary Table

	2019-20 Unaudited	2020-21 Budget	2020-21 Revised
Beginning Balance, July 1	\$23,959,863	\$23,959,863	\$23,959,863
Revenue Source:			
Taxes	46,103,045	46,745,821	46,295,625
1% Sales Tax	15,582,340	15,702,000	15,702,000
Taxes – Measure C	120,468	0	0
Licenses & Permits	1,789,033	1,280,000	1,280,000
Fines & Penalties	102,481	118,000	138,000
Investment Income & Rentals	1,196,374	575,000	575,000
Revenue from Other Agencies	563,970	444,622	1,359,713
Current Service Charges	3,423,990	4,725,091	5,625,091
Other Revenue	1,537,289	617,800	617,800
Transfers In	3,562,496	3,609,079	3,719,079
Total Revenue	73,981,486	73,817,413	75,312,308
Expenditures:			
Legislative & Administrative	3,704,072	5,384,746	5,979,824
Finance	1,338,657	1,801,077	1,822,189
Nondepartmental	4,516,704	3,352,104	4,563,427
Public Works	8,553,209	9,517,309	10,603,879
Police Services	41,877,801	46,222,932	47,282,050
Police Services-Measure C	120,468	0	0
Police Services-Animal Support	1,247,180	1,812,617	1,812,617
Recreation/Community Svs.	2,715,382	3,200,806	3,235,085
Community Development	4,180,348	5,067,659	5,349,084
Total Expenditures	68,253,821	76,359,250	80,648,155
Budget Stabilization Transfer Out (In)	(5,727,665)	2,266,837*	5,335,847
Surplus/(Deficit)	0	(275,000)*	0
Ending Balance, June 30	\$23,959,863	\$23,684,863	\$23,959,863
Committed-Comp. Absences	128,677	153,654	153,654
Committed-Litigation Reserve	300,000	500,000	500,000
Committed-Comm. Dev. Fees	714,202	862,202	862,202
Assigned – Encumbrances & Projects	3,537,366	0	0
Unassigned Fund Balance	\$19,279,618	\$22,169,007	\$22,444,007
Percentage of Revenue	26.06%	30.03%	29.80%

*Amount of budget stabilization transfer established with adopted budget. Amendments to FY21 since that time did not amend the budget stabilization transfer.

ATTACHMENTS

- A.** Resolution Appropriating Expenditures for Encumbrances and Project Budgets Outstanding as of June 30, 2020 to the 2020/21 Fiscal Year and Approving Other Amendments to the 2020/21 Budget
 - Exhibit A to Resolution – Encumbrances to Reappropriate
 - Exhibit B to Resolution – Project Budget Carryovers
 - Exhibit C to Resolution – Other Budget Amendments
 - Exhibit D to Resolution – Revised Cost Allocation Plan Charges-Internal Services
 - Exhibit E to Resolution - Revised Cost Allocation Plan Charges-Information Services
 - Exhibit F to Resolution - Revised Cost Allocation Plan Charges-Vehicle Fund
- B.** Resolution of the Antioch Public Financing Authority Approving Amendments to the 2020/21 Fiscal Year Budget
 - Exhibit A to Resolution – Revised Cost Allocation Plan Charges-Internal Services
- C.** Resolution of the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency Approving Amendments to the 2020/21 Fiscal Year Budget
 - Exhibit A to Resolution – Revised Cost Allocation Plan Charges-Internal Services
- D.** Special Meeting Staff Report November 10, 2020

ATTACHMENT A

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROPRIATING EXPENDITURES FOR ENCUMBRANCES AND PROJECT BUDGETS OUTSTANDING AS OF JUNE 30, 2020 TO THE 2020/21 FISCAL YEAR BUDGET AND APPROVING OTHER AMENDMENTS TO THE 2020/21 FISCAL YEAR BUDGET

WHEREAS, a number of encumbrances have been reflected in the accounting system to reserve funds which were encumbered in the 2019/20 fiscal year budget, but which are to date unexpended and are required to be re-appropriated to the 2020/21 fiscal year;

WHEREAS, project budgets outstanding as of June 30, 2020 need to be re-appropriated;

WHEREAS, on November 10, 2020, City Council considered the spending allocation of one-time revenues from non-Police salary savings remaining as of June 30, 2020;

WHEREAS, other amendments to the 2020/21 fiscal year budget are required;

THEREFORE, BE IT RESOLVED:

1. One-time revenues from the fiscal year end June 30, 2020 in the amount of \$385,620 will be allocated to unfunded liabilities in the 2020/21 fiscal year budget; and
2. The appropriations of new expenditures to the 2020/21 fiscal year budget for encumbrances and projects outstanding at June 30, 2020 and revisions to the 2020/21 fiscal year expenditure budgets, as specified in Exhibits A, B, C, D, E & F (incorporated herein by reference), are hereby approved and 2020/21 budget shall be deemed to be so amended.

* * * * *

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 24th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A
ENCUMBRANCES AT JUNE 30, 2020 TO REAPPROPRIATE

Fund/Department	Account Description	PO Number	Vendor	Appropriation Request
GENERAL FUND:				
Community Development	Contracts Professional	P200412	Economic and Planning Systems	\$ 29,800
Community Development	Contracts Professional	P200435	4LEAF Inc	68,415
Community Development	Nuisance Abatement	P180721	K2GC	12,359
City Manager	Contracts Professional	P200309	Evvisa Brands LLC	5,000
City Manager	Contracts Professional	P200347	Voler Strategic Advisors	16,000
Economic Development	Contracts Professional	P200385	Natelson Dale Group Inc	43,207
Economic Development	Marketing	P200511	Sierra Display	10,050
Economic Development	Marketing	P200332	Outfront Media	18,515
Economic Development	Marketing	P200357	San Francisco Business Times	11,100
Police	Equipment	P200496	Harley Davidson	45,858
Police	Equipment	P200510	Metro Mobile Equipment	20,358
Police	Ammunition	P200503	LC Action	12,000
Police	Training	P200112	CCC Police Academy	14,476
Police	Equipment	P200504	Victory Tactical Gear	46,160
Police	Contracts Professional	P200498	Preparative Consulting	25,000
Police	Contracts Professional	P200506	Lexisnexis	9,000
Police	Equipment	P200505	Motorola Solutions	15,030
Police	Contracts Professional	P200502	Gemalto Cogent Inc	22,000
Total General Fund				\$ 424,328
INFORMATION SERVICES FUND:				
Information Services	Contracts Professional	P200378	AMS Dot Net Inc	\$ 4,542
Information Services	Contracts Professional	P200486	Communication Strategies	4,070
Information Services	Contracts Professional	P200491	Communication Strategies	3,654
Information Services	Maintenance Contracts	P190271	Softchoice Corporation	4,423
Information Services	Computer/Printer	P200508	Dell Computer	8,196
Information Services	Computer/Printer	P200425	AMS Dot Net	7,614
Information Services	Computer/Printer	P200371	Getac Inc	21,017
Total Information Services Fund				\$ 53,516
Grand Total Encumbrances				\$ 477,844

EXHIBIT B
PROJECT/OTHER BUDGET CARRYOVERS FROM JUNE 30, 2020

Description	FY20 Budget	FY20 Expenditures	Balance to Carryover to FY21	Funding Source
Elections	\$ 80,000	\$ 2,709	\$ 77,291	General Fund
Homeless Services	517,322	20,195	497,127	General Fund
Building Permit Software	144,830	77,251	67,579	General Fund
City Manager Contracts - PIO & Furniture Lease	352,742	264,808	87,934	General Fund
Transfer Out - Prewett Park Fencing Project	35,000	-	35,000	General Fund
Recreation One Time Revenue Projects	164,372	132,134	32,238	General Fund
Youth Recreation Scholarships	2,615	574	2,041	General Fund
Sesquicentennial Celebration	50,000	-	50,000	General Fund
Transfer Out - Leo Fontana Fountain	20,000	-	20,000	General Fund
Transfer Out - City Hall Modifications	626,069	5,997	620,072	General Fund
Hard House Rehabilitation	30,000	9,480	20,520	General Fund
Public Works Equipment	526,371	64,230	462,141	General Fund
Public Works Contracts/Materials/Repairs	2,849,201	2,281,898	567,303	General Fund
Code Enforcement Vehicles	102,221	14,049	88,172	General Fund
PD Supplies & Equipment	326,272	24,900	301,372	Federal Asset Seizure
Meggitt Training System	66,879	-	66,879	Federal Asset Seizure
Antioch Lumbar Yard Assessment	25,000	9,672	15,328	Park In Lieu Fund
Economic Development	25,861	-	25,861	RDA Fund
Recreation Facilities	1,804	-	1,804	RDA Fund
RV Yard Fencing/Security Upgrades	94,000	38,991	55,009	Park 1A Maint Fund
L Street Improvements	250,000	6,032	243,968	RMRA Fund
Curb Painting Program	100,000	-	100,000	Gas Tax Fund
Traffic Calming Program	5,000	-	5,000	Gas Tax Fund
Transfer Out - Prewett Park Fencing	30,000	-	30,000	Gas Tax Fund
Median Island Improvements	787,805	716,902	70,903	Gas Tax Fund
New Traffic Signals	437,339	-	437,339	Traffic Signal Fund
Pavement Plugs & Leveling Courses	5,503,754	4,188,442	1,315,312	Measure J Fund
Sidewalk/Handicap/Ped. Improvements	993,000	965,050	27,950	Measure J Fund
Transportation Impact Fee Study	44,797	-	44,797	Measure J Fund
L St Improvements	250,000	-	250,000	Measure J Fund
Trash Capture Devices	399,000	21,411	377,589	NPDES Fund
Council Chambers Remodel	2,350,000	1,790,079	559,921	PEG Fund
Transfer Out - Prewett Park Fencing	75,000	-	75,000	Lone Diamond AD27 Fund
AD 27 File Storage	9,454	3,624	5,830	Lone Diamond AD27 Fund
Prewett Park Fencing	140,000	-	140,000	CIP Fund
Leo Fontana Fountain	20,000	-	20,000	CIP Fund
City Hall Office Modifications	150,000	5,997	144,003	CIP & General Fund
Curb, Gutter & Sidewalk Repair	522,000	375,559	146,441	CIP Fund
West Antioch Creek Channel Improvements	225,125	5,432	219,693	CIP Fund
Northeast Annexation Infrastructure	3,854,882		3,854,882	CIP Fund
WTP Improvements	295,000	100,062	194,938	Water Fund
Water Treatment Plant Renovation	920,683	29,317	891,366	Water Fund
Recoat Surface of Clearwells	300,000	33,838	266,162	Water Fund
Plant A Raw Water Valve Replacment	200,000	-	200,000	Water Fund
WTP Drainage Capture	100,000	-	100,000	Water Fund

EXHIBIT B
PROJECT/OTHER BUDGET CARRYOVERS FROM JUNE 30, 2020

Description	FY20 Budget	FY20 Expenditures	Balance to Carryover to FY21	Funding Source
River Pumping Station Rehab	100,000	-	100,000	Water Fund
WTP Electrical Upgrade	1,343,335	-	1,343,335	Water Fund
WTP Disinfection Improvements	719,000	201,428	517,572	Water Fund
Desalination Plant	8,000,000	3,852,236	4,147,764	Water Fund
Cathodic Protection Assessment	207,073	132,434	74,639	Water Fund
Plant A Filter Valve Replacement	25,000	-	25,000	Water Fund
Water Main Replacement	4,500,000	1,075,074	3,424,926	Water Fund
Reservoir Vegetation Removal	100,000	87,904	12,096	Water Fund
Water Distribution Vehicle Purchases	180,893	58,469	122,424	Water Fund
WTP Disinfection Improvements	992,895	5,274	987,621	Water System Impr. Fund
Corrosion Rehab	299,950	7,550	292,400	Sewer Fund
Trenchless Rehabilitation	600,000	575,604	24,396	Sewer Fund
Police Vehicle Purchases	312,825	231,230	81,595	Development Impact Fee Fund
Marina PT Help-Maintenance Needs	52,095	30,306	21,789	Marina Fund
Marina Cameras and Monitoring	104,082	83,908	20,174	Marina Fund
Irrigation Repairs/Landscape/Fire Abatement	1,840,700	955,629	885,071	SLLMD Funds
Sewer Main Replacement	150,000	-	150,000	Sewer System Impr. Fund
GIS PTH/GIS updates/Software	171,988	98,639	73,349	Information Services Fund

**EXHIBIT C
OTHER BUDGET AMENDMENTS - FY21**

Fund/Account	FY21 Budget	FY21 Amendment	FY21 Revised Budget (A)	Purpose
General Fund:				
Taxes	\$62,447,821	(\$450,196)	\$61,997,625	Property tax reduction/Nokes tax reduction
Revenue from Other Agencies	444,622	915,091	1,359,713	PD STEP/TRIP/COVID/SRO grants; CARES Act/AB109 grant remove
Current Service Charges	4,725,091	900,000	5,625,091	Cannabis projections
Fines & Penalties	1,260,000	20,000	1,280,000	Increased parking fines from expanded enforcement
Transfers In	3,609,079	110,000	3,719,079	Increased Traffic Safety funds
Budget Stabilization Transfer	2,266,837	3,069,010	5,335,847	Increase Stabilization Transfer to balance budget
Total General Fund Revenue		4,563,905		
Nondepartmental	3,352,104	100,000	3,452,104	Nokes sales tax rebate/Transfer to CIP for City Hall
Public Works	9,517,309	89,823	9,607,132	PTH and OT needed irrigation repair work
Police Services	46,222,932	624,082	46,847,014	SRO's/COVID Expenses/Software
One-Time Revenue Allocation	-	385,620	385,620	Unfunded liabilities
Total General Fund Expense		1,199,525		
Recreation Fund:				
Expenses	4,711,018	13,250	4,724,268	Youth development initiative programming
CARES Act Grant Fund:				
Revenue from Other Agencies	-	510,027	510,027	CARES Act FY21 funds
Expenses	315,000	195,027	510,027	Internet for students/City COVID expenses
SB1186 Disability Access Fund:				
Revenues	-	47,000	47,000	Projected City share of access fees collected/interest
Expenses	-	105,000	105,000	Projected expenses
Budget Stabilization Fund:				
OPEB Contribution	1,300,000	(620,472)	679,528	Revise amount needed for OPEB ADC
CFD 2016-01 Police Protection:				
Assessment Revenue	100,000	15,640	115,640	Increase to match assessment roll
CFD 2018-01 Public Services Fund:				
Assessment Revenue	500,000	(379,895)	120,105	Reduce to match assessment roll
Expenses	500,000	(379,895)	120,105	Reduce to match assessment roll
Gas Tax Fund:				
Gas Tax Revenues	2,863,939	(167,054)	2,696,885	Revise for new estimates
Capital Projects & Expenses	5,066,179	(795,000)	4,271,179	Increase street light electric budget/Reduce Streetlight Improve. CIP
RMRA Fund:				
RMRA Revenues	2,151,230	(193,654)	1,957,576	Revise for new estimates
Capital Projects	7,731,250	(1,657,250)	6,074,000	Reduction of budget for Roadway Pavement Rehab/Pavement Plugs
Measure J Fund:				
Capital Projects	1,327,080	(400,000)	927,080	Reduction of budget for Pedestrian/ADA Improvements project
CIP Fund:				
Revenue & Transfers In	1,762,019	2,825,072	4,587,091	Transfers for CIP carried into FY21/County Contribution NE Annex
Capital Projects	2,515,000	970,362	3,485,362	City Hall/Prewett Pool Decking
Solid Waste Fund:				
Expenses	358,407	20,000	378,407	Litter receptacles for Waldie Plaza
CDBG Fund:				
Expenses	1,374,946	43,416	1,418,362	Code Enforcement vehicle purchase
Post Retirement Medical Funds:				
Expenses	1,970,617	500,000	2,470,617	OPEB Unfunded Liability payment
Vehicle Replacement Fund:				
Revenues	791,086	43,416	834,502	Reimb from other funds for vehicle purchases
Vehicle Maintenance Fund:				
Expenses	1,865,455	(22,916)	1,842,539	Re-allocation of Operations Supervisor payroll dist/vacancy savings
Federal Asset Forfeiture Fund:				
Revenues	50	123,772	123,822	Forfeiture funds received
Expenses	489	81,713	82,202	Police equipment & supplies
Traffic Safety Fund:				
Revenues	85,300	15,700	101,000	Increase vehicle code fines/interest projected
Expenses	90	20	110	Increase cash management expenses
Transfers Out	85,000	110,000	195,000	Increase transfer to General Fund for revised projections
Marina Fund:				
Expenses	995,134	(62,525)	932,609	Re-allocation of Operations Supervisor payroll dist/vacancy savings

(A) Revised Budget does not include amendments requested on other exhibits

EXHIBIT D
Internal Services - City Wide Admin
2021 Cost Allocation Plan Budget Amendment Worksheet

		FY2021 Revised		FY2021 Adopted	
	Fund #	Credit (Expense Reduction)	Debit (Expense)	Credit (Expense Reduction)	Debit (Expense)
General Fund					
City Council	100	\$173,955	-	\$120,653	-
City Attorney	100	275,101	-	219,744	-
City Manager	100	263,586	-	190,930	-
City Clerk	100	27,674	-	27,245	-
Human Resources	100	286,324	-	300,906	-
Non-Departmental	100	702,736	-	701,723	-
Public Works-Maintenance Admin	100	502,380	-	372,214	-
Public Works-Facilities Maintenance	100	193,723	-	224,261	-
Finance Administration	100	30,372	-	31,893	-
Finance Accounting	100	524,062	-	572,694	-
Finance Operations	100	25,338	-	35,882	-
General Fund Credit		\$3,005,251	-	\$2,753,055	-
Special Revenue Funds					
RMRA	209		170		89
Federal Asset Forfeiture	210		19		89
Delta Fair Property	211		21		55
Gas Tax	213		62,415		27,651
Civic Arts	215		6,158		25,698
Park in Lieu	216		141		1,246
Senior Bus	218		14,318		19,462
Traffic Signalization	220		118		148
Asset Forfeiture	221		581		1,542
Measure J	222		3,211		6,182
Child Care	223		78		91
Tidelands	225		249		308
Solid Waste Reduction	226		41,160		42,543
Abandoned Vehicles	228		3,888		3,658
Pollution Elimination	229		90,082		88,021
Traffic Safety	237		4		3
PEG	238		4,664		4,228
Street Impact	241		35		31
Lone Tree SLLMD	251		45,190		43,061
Downtown Maintenance SLLMD	252		19,858		18,700
Almondridge SLLMD	253		3,063		3,055
Hillcrest SLLMD	254		57,141		61,578
Park 1A SLLMD	255		5,680		5,571
Citywide District 2A SLLMD	256		47,542		43,396
SLLMD Administration	257		33,806		23,229
East Lone Tree SLLMD	259		8,814		8,489
East Lone Tree Benefit District	270		21,597		2,074
CFD 2016-01 Police Protection	280		2		0
CFD 2018-01 Public Services	281		21,489		2,674

EXHIBIT D
Internal Services - City Wide Admin
2021 Cost Allocation Plan Budget Amendment Worksheet

		FY2021 Revised		FY2021 Adopted	
	Fund #	Credit (Expense Reduction)	Debit (Expense)	Credit (Expense Reduction)	Debit (Expense)
CFD 2018-02 Police Protection	282		41		0
Post Retirement Medical - Police	577		54,455		56,684
Post Retirement Medical - Misc.	578		34,578		41,405
Post Retirement Medical - Mgmt.	579		51,793		63,228
Capital Projects Funds					
Capital Improvement	311		1,215		1,285
Residential Development Allocation	319		41		0
Development Impact Fee	321		71		102
Hillcrest A.D.	361		19		37
Lone Diamond A.D.	376		611		757
Hillcrest Bridge Benefit District	391		14		14
Debt Service Funds					
Honeywell Debt Service	416		230		397
Antioch Public Financing Authority					
APFA 2015A Lease Revenue Bonds (ABAG)	410		57		108
APFA 2015A Lease Revenue Bonds (2002)	417		57		72
Internal Service Funds					
Vehicle Replacement	569		402		650
Information Services	573		101,445		101,608
Loss Control	580		0		23,801
Enterprise Funds					
Water	611		1,382,819		1,247,187
Water System Improvement	612		735		570
Sewer	621		676,820		560,341
Sewer System Improvement	622		220		638
Marina	631		160,717		168,874
Housing Successor/Successor Agency					
Housing Successor	227		44,660		45,706
Project Area #1 Debt Service	431		109		247
Redevelopment Obligation Retirement	239		2,648		6,472
Total Internal Service Charges		\$3,005,251	\$3,005,251	\$2,753,055	\$2,753,055

EXHIBIT E
Computer & Phone Charges
2021 Information Services Cost Allocation Plan Budget Amendment Worksheet

		FY2021 Revised		FY2021 Adopted	
	Fund #	Expense	Revenue	Expense	Revenue
Information Services Fund					
Network Support	573		\$1,480,638		\$1,257,519
Telephone Systems	573		174,531		183,055
General Fund					
City Council	100	\$15,930	-	\$18,558	-
City Attorney	100	16,438	-	19,087	-
City Manager	100	27,701	-	31,805	-
City Clerk	100	13,089	-	15,109	-
City Treasurer	100	3,856	-	4,507	-
Human Resources	100	22,323	-	21,203	-
Economic Development	100	12,074	-	5,036	-
Finance	100	78,842	-	73,427	-
Public Works	100	150,885	-	142,330	-
Police	100	739,307	-	524,243	-
Community Development	100	137,592	-	136,509	-
Total General Fund		\$1,218,037	-	\$991,814	-
Special Revenue Funds					
Animal Control	214	32,065	-	32,334	-
Recreation	219	149,668	-	164,082	-
Solid Waste Reduction	226	7,712	-	9,014	-
SLLMD Administration	257	7,712	-	9,014	-
Internal Service Funds					
Vehicle Maintenance	570	29,528	-	34,196	-
Information Services	573	55,707	-	55,400	-
Enterprise Funds					
Water	611	102,383	-	93,299	-
Sewer	621	34,702	-	31,551	-
Sewer System Improvement	622	3,551	-	3,703	-
Marina	631	14,104	-	16,167	-
Total Internal Computer/Phone Charges		\$1,655,169	\$1,655,169	\$1,440,574	\$1,440,574

EXHIBIT F
Vehicle Fund Charges
2021 Vehicle Funds Cost Allocation Plan Budget Amendment Worksheet

		FY2021 Revised		FY2021 Adopted	
	Fund #	Expense	Revenue	Expense	Revenue
Vehicle Maintenance/Replacement Funds					
Vehicle Replacement	569		\$1,340,130		\$791,086
Vehicle Maintenance	570		1,250,000		1,250,000
General Fund					
Non-departmental	100	\$10,252	-	\$8,608	-
Public Works	100	311,563	-	273,707	-
Police	100	962,241	-	952,151	-
Community Development	100	74,061	-	60,044	-
Total General Fund		\$1,358,117	-	\$1,294,510	-
Special Revenue Funds					
Animal Control	214	13,649	-	12,779	-
Civic Arts	215	1,606	-	659	-
Recreation	219	12,886	-	5,384	-
NPDES	229	25,699	-	16,932	-
SLLMD Administration	257	51,500	-	51,390	-
Internal Service Funds					
Vehicle Maintenance	570	6,813	-	9,475	-
Enterprise Funds					
Water	611	766,598	-	269,343	-
Sewer	621	344,322	-	380,073	-
Marina	631	8,940	-	541	-
Total Internal Vehicle Charges		\$2,590,130	\$2,590,130	\$2,041,086	\$2,041,086

ATTACHMENT B

RESOLUTION NO. 2020/**

RESOLUTION OF THE ANTIOCH PUBLIC FINANCING AUTHORITY APPROVING AMENDMENTS TO THE 2020/21 FISCAL YEAR BUDGET

WHEREAS, the City Council as the governing board of the Antioch Public Financing Authority has considered amendments to the 2020/21 fiscal year budget attached as Exhibit A incorporated herein by reference;

THEREFORE BE IT RESOLVED that the amendments to the Antioch Public Financing Authority Budget as specified in Exhibit A are hereby approved and adopted.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Antioch Public Finance Authority at a regular meeting thereof, held on the 24th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
SECRETARY

EXHIBIT A
Internal Services - City Wide Admin
2021 Cost Allocation Plan Budget Amendment Worksheet

		FY2021 Revised		FY2021 Adopted	
	Fund #	Credit (Expense Reduction)	Debit (Expense)	Credit (Expense Reduction)	Debit (Expense)
Antioch Public Finanancing Authority					
APFA 2015A Lease Revenue Bonds (ABAG)	410		57		108
APFA 2015A Lease Revenue Bonds (2002)	417		57		72
Total Internal Service Charges		\$0	\$114	\$0	\$180

ATTACHMENT C

SA RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY OF ANTIOCH AS SUCCESSOR AGENCY AND HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY APPROVING AMENDMENTS TO THE 2020/21 FISCAL YEAR BUDGET

WHEREAS, the City Council as Successor Agency and Housing Successor to the Antioch Development Agency has considered amendments to the 2020/21 fiscal year budget attached as Exhibit A incorporated herein by reference;

THEREFORE BE IT RESOLVED that the amendments to the Successor and Housing Successor Budgets as specified in Exhibit A are hereby approved and adopted.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City of Antioch as Successor Agency and Housing Successor to the Antioch Development Agency at a regular meeting thereof, held on the 24th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
RECORDING SECRETARY

EXHIBIT A
Internal Services - City Wide Admin
2021 Cost Allocation Plan Budget Amendment Worksheet


	FY2021 Revised		FY2021 Adopted		
	Fund #	Credit (Expense Reduction)	Debit (Expense)	Credit (Expense Reduction)	Debit (Expense)
Housing Successor/Successor Agency					
Housing Successor	227		44,660		45,706
Project Area #1 Debt Service	431		109		247
Redevelopment Obligation Retirement	239		2,648		6,472
Total Internal Service Charges		\$0	\$47,417	\$0	\$52,425



STAFF REPORT TO THE CITY COUNCIL AND CITY OF ANTIOCH PUBLIC FINANCING AUTHORITY

DATE: Regular Meeting of November 24, 2020

TO: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Authority Board

SUBMITTED BY: Dawn Merchant, Finance Director 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Adoption of Resolutions Approving a Not-to-Exceed \$15 Million Drawdown Installment Sale Agreement to Provide Interim Financing for the City's Brackish Water Desalination Project

RECOMMENDED ACTION

It is recommended that the City Council adopt the following resolutions:

1. Resolution of the City Council of the City of Antioch approving installment sale financing in a principal amount not to exceed \$15,000,000 to provide interim financing for capital costs of the Brackish Water Desalination Project, and approving financing documents and official actions
2. Resolution of the City of Antioch Public Financing Authority approving installment sale financing in a principal amount not to exceed \$15,000,000 to provide interim financing for capital costs of the Brackish Water Desalination Project, and approving financing documents and official actions

FISCAL IMPACT

The City of Antioch has received \$92 million in financing from a State grant, a settlement agreement related to the City's water rights and a low interest State Revolving Fund loan ("SRF") to build the Brackish Water Desalination Plant. Final terms of SRF loan agreement are in preparation, but the State has confirmed the SRF loan submittals are complete. All of the sources of funds are on a reimbursement basis which can take 30-60 days to be paid by the State once the City has submitted reimbursement requests. The City of Antioch has negotiated a line of credit from Bank of the West (the City's current banking provider) in an amount not to exceed \$15 million to cash flow the time period from when construction costs are paid and State reimbursement funds are received. The line of credit will be retired by reimbursement funds. The City can cancel the installment sale financing or payoff the financing with the bank at any time without penalty.

DISCUSSION

The City is undertaking the Brackish Water Desalination Project to provide the City's

water supply reliability, provide operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management. The Project will allow the City to use water from the river year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant.

In order to provide interim financing for the project for cash flow purposes, staff, working with the City's consultants, have determined to negotiate a drawdown credit facility, akin to a commercial line of credit, that would allow the City to draw funds as needed over time, with expectations that long-term, permanent financing will be provided with settlement funds, grants and state loans.

The attached resolutions of the City and the Public Financing Authority authorize documents and actions related to the execution of the interim financing outlined above in an amount not to exceed \$15,000,000.

The City engaged in negotiations with Bank of the West (the City's current banking provider) for a proposal to provide interim financing for the project. Under the Bank of the West proposal, interest costs consist of a fixed rate applicable to the undrawn portion of the facility and a formulaic rate, applicable to the drawn down amounts, based on an index (in this case, 80% of daily LIBOR) plus an additional spread of 0.60%.

Structure of the financing will consist of an installment sale arrangement between the City and the Public Financing Authority, which will assign its rights to Bank of the West. Payments to Bank of the West will be subordinate to payments on the City's outstanding loan with the State Water Resources Control Board and any future State Water Resources Control Board loans. Basic covenants including a requirement that rates be set sufficient to provide net sewer system revenues of at least 125% the amount of debt service due in a given year, as well as a test limiting the ability to incur additional obligations unless net revenues are at least 125% of the projected maximum annual debt service.

Presented for your review and adoption are resolutions, of the City and of the Public Financing Authority, respectively, authorizing and approving the following documents and actions relating to the proposed sewer interim financing:

- **approving the financing plan** outlined above
- **approving the Installment Sale Agreement**, which contains the key obligations of the City, including the obligation to make payments, and the certain business terms negotiated with Bank of the West
- **approving the Assignment Agreement**, by which certain rights of the Financing Authority under the Installment Sale Agreement, including the rights to receive payments, are assigned to Bank of the West
- **approving the Supplemental Agreement**, by which includes additional business terms negotiated with Bank of the West
- **authorizing various officers to execute all documents** that may be necessary to close the transaction, make any minor non-substantive or routine changes, and certain other related actions

ATTACHMENTS

1. City Council Resolution
 - a. Exhibit A – Good Faith Estimates
2. City of Antioch Public Financing Authority Resolution
 - a. Exhibit A – Good Faith Estimates
3. Installment Sale Agreement
4. Assignment Agreement
5. Supplemental Agreement

ATTACHMENT 1

RESOLUTION NO. 2020/**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING INSTALLMENT SALE FINANCING IN A PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 TO PROVIDE INTERIM FINANCING FOR CAPITAL COSTS OF THE BRACKISH WATER DESALINATION PROJECT, AND APPROVING FINANCING DOCUMENTS AND OFFICIAL ACTIONS

WHEREAS, the City of Antioch (the “City”) owns and operates facilities and property for the transportation, treatment and distribution of water within the service area of the City (the “Water System”); and

WHEREAS, the City wishes to finance a portion of the costs of improvements to the Water System known as the Brackish Water Desalination Project (the “Project”); and

WHEREAS, the City has determined that it is in its best interests to provide interim financing for the Project and in order to implement such financing the City has proposed to enter into an Installment Sale Agreement (the “Installment Sale Agreement”) with the City of Antioch Public Financing Authority (the “Authority”) pursuant to which the Authority agrees to provide financing for the Project and to sell the completed Project to the City in consideration of the payment by the City of periodic installment payments (the “Installment Payments”), which are payable from and secured by a pledge of and lien on the net revenues of the Water System; and

WHEREAS, in order to provide the funds needed to finance the Project in an amount not exceeding \$15 million, the Authority proposes to assign the Installment Payments to Bank of the West, as lender (the “Lender”) under an Assignment Agreement (the “Assignment Agreement”) among the City, the Authority and the Lender; and

WHEREAS, the Lender has requested the City and the Authority to enter into a Supplemental Agreement (the “Supplemental Agreement”) which contains additional terms and conditions relating to the transactions represented by the Installment Sale Agreement and Assignment Agreement, including without limitation terms regarding the calculation of interest with respect to the Installment Payments; and

WHEREAS, pursuant to Government Code Section 5852.1 which became effective on January 1, 2018 by the enactment of Senate Bill 450, certain information relating to the proposed financing is set forth in Exhibit A attached to this Resolution, and such information is hereby disclosed and made public; and

WHEREAS, the City Council approves all of said transactions in furtherance of the public purposes of the City, and the City Council wishes at this time to authorize all proceedings and documents relating to the interim financing of the Project as described herein;

RESOLUTION NO. 2020/*

November 24, 2020

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

1. Approval of Financing Proposal. The City Council hereby approves the interim financing plan for the Project as described above, and in accordance with the proposal submitted to the City by the Lender, in the form on file with the City Clerk. The Mayor, City Manager, or Finance Director (each, an "Authorized Officer") are each hereby authorized and directed for and in the name and on behalf of the City to execute any and all documents which are required to accept said proposal of the Lender.
2. Installment Sale Agreement. The City Council hereby approves the Installment Sale Agreement in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval. Any Authorized Officer is hereby authorized and directed for and in the name and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of the Installment Sale Agreement on behalf of the City.
3. Assignment by Authority; Assignment Agreement. The City Council hereby approves the assignment to the Lender of certain rights of the Authority under the Installment Sale Agreement, including the right to receive the Installment Payments, under the Assignment Agreement. The City Council hereby approves the Assignment Agreement in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval. Any Authorized Officer is hereby authorized and directed for and in the name and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of the Assignment Agreement on behalf of the City.
4. Supplemental Agreement. The City Council hereby approves the Supplemental Agreement in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval. Any Authorized Officer is hereby authorized and directed for and in the name and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of the Supplemental Agreement on behalf of the City.
5. Official Actions. Each Authorized Officer, any assistant or deputy thereof, the City Clerk, and the City Attorney are each authorized and directed in the name and on behalf of the City to execute any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. All actions previously taken by an Authorized Officer or any other official of the City in furtherance of this Resolution are hereby ratified and confirmed.

RESOLUTION NO. 2020/*

November 24, 2020

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6. Effective Date. This Resolution shall become effective immediately.

* * * * *

I HEREBY CERTIFY the foregoing to be a true copy of a resolution passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 24th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

REQUIRED GOOD FAITH ESTIMATES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True interest cost of the financing: approximately 1.0%.
2. Issuance costs and other finance charges payable to third parties: \$95,000.
3. Amount of proceeds of the financing expected to be received by the City, net of proceeds for issuance costs in (2) above: \$14,905,000.
4. Total payment amount for the financing: \$15,225,000.

All amounts and percentages are estimates and are made in good faith by the City based on information provided by its municipal advisor and available as of the date of adoption of this Resolution. All estimates assume the full amount is drawn under the Installment Sale Agreement and include certain assumptions regarding the actual interest rate payable on the Installment Payments.

ATTACHMENT 2

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY OF ANTIOCH PUBLIC FINANCING AUTHORITY
APPROVING INSTALLMENT SALE FINANCING IN A PRINCIPAL AMOUNT NOT TO
EXCEED \$15,000,000 TO PROVIDE INTERIM FINANCING FOR CAPITAL COSTS
OF THE BRACKISH WATER DESALINATION PROJECT, AND APPROVING
FINANCING DOCUMENTS AND OFFICIAL ACTIONS**

**BE IT RESOLVED BY THE BOARD OF THE CITY OF ANTIOCH PUBLIC
FINANCING AUTHORITY AS FOLLOWS:**

WHEREAS, the City of Antioch (the “City”) owns and operates facilities and property for the transportation, treatment and distribution of water within the service area of the City (the “Water System”); and

WHEREAS, the City wishes to finance a portion of the costs of improvements to the Water System known as the Brackish Water Desalination Project (the “Project”); and

WHEREAS, the City has determined that it is in its best interests to provide interim financing for the Project and in order to implement such financing the City has proposed to enter into an Installment Sale Agreement (the “Installment Sale Agreement”) with the City of Antioch Public Financing Authority (the “Authority”) pursuant to which the Authority agrees to provide financing for the Project and to sell the completed Project to the City in consideration of the payment by the City of periodic installment payments (the “Installment Payments”), which are payable from and secured by a pledge of and lien on the net revenues of the Water System; and

WHEREAS, in order to provide the funds needed to finance the Project in an amount not exceeding \$15 million, the Authority proposes to assign the Installment Payments to Bank of the West, as lender (the “Lender”) under an Assignment Agreement (the “Assignment Agreement”) among the City, the Authority and the Lender; and

WHEREAS, the Lender has requested the City and the Authority to enter into a Supplemental Agreement (the “Supplemental Agreement”) which contains additional terms and conditions relating to the transactions represented by the Installment Sale Agreement and Assignment Agreement, including without limitation terms regarding the calculation of interest with respect to the Installment Payments; and

WHEREAS, pursuant to Government Code Section 5852.1 which became effective on January 1, 2018 by the enactment of Senate Bill 450, certain information relating to the proposed financing is set forth in Exhibit A attached to this Resolution, and such information is hereby disclosed and made public; and

WHEREAS, the Board approves all of said transactions in furtherance of the public purposes of the Authority, and the Board wishes at this time to authorize all

RESOLUTION NO. 2020/*

November 24, 2020

Page 2

proceedings and documents relating to the interim financing of the Project as described herein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CITY OF ANTIOCH PUBLIC FINANCING AUTHORITY AS FOLLOWS:

1. Approval of Financing Proposal. The Board hereby approves the interim financing plan for the Project as described above, and in accordance with the proposal submitted to the City.
2. Installment Sale Agreement. The Board hereby approves the Installment Sale Agreement in substantially the form on file with the Secretary together with any changes therein or additions thereto deemed advisable by the Chair, Vice Chair, Executive Director, Secretary, and Treasurer and Controller (each an "Authorized Officer"), whose execution thereof shall be conclusive evidence of such approval. Any Authorized Officer is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest to, the final form of the Installment Sale Agreement on behalf of the Authority.
3. Assignment Agreement. The Board hereby approves the Assignment Agreement in substantially the form on file with the Secretary, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval. Any Authorized Officer is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest to, the final form of the Assignment Agreement on behalf of the Authority.
4. Supplemental Agreement. The Board hereby approves the Supplemental Agreement in substantially the form on file with the Secretary together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval. Any Authorized Officer is hereby authorized and directed for and in the name and on behalf of the Authority to execute, and the Secretary is hereby authorized and directed to attest to, the final form of the Supplemental Agreement on behalf of the Authority.
5. Official Actions. Each Authorized Officer, and any assistant or deputy thereof, are each authorized and directed in the name and on behalf of the Authority to execute any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. All actions previously taken by an Authorized Officer or any other official of the Authority in furtherance of this Resolution are hereby ratified and confirmed.
6. Effective Date. This Resolution shall become effective immediately.

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RESOLUTION NO. 2020/*

November 24, 2020

Page 3

I HEREBY CERTIFY the foregoing to be a true copy of a resolution passed and adopted by the Board of the City of Antioch Public Finance Authority at a regular meeting thereof, held on the 24th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ARNE SIMONSEN, MMC
SECRETARY
CITY OF ANTIOCH PUBLIC FINANCING
AUTHORITY**

EXHIBIT A

REQUIRED GOOD FAITH ESTIMATES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True interest cost of the financing: approximately 1.0%.
2. Issuance costs and other finance charges payable to third parties: \$95,000.
3. Amount of proceeds of the financing expected to be received by the City, net of proceeds for issuance costs in (2) above: \$14,905,000.
4. Total payment amount for the financing: \$15,225,000.

All amounts and percentages are estimates and are made in good faith by the Authority based on information provided by its municipal advisor and available as of the date of adoption of this Resolution. All estimates assume the full amount is drawn under the Installment Sale Agreement and include certain assumptions regarding the actual interest rate payable on the Installment Payments.

INSTALLMENT SALE AGREEMENT

This INSTALLMENT SALE AGREEMENT (together with any amendments hereof and supplements hereto, this "Agreement"), dated as of December 1, 2020, is between the CITY OF ANTIOCH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), as seller, and the CITY OF ANTIOCH, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), as purchaser.

BACKGROUND:

1. The City owns and operates facilities and property for the transportation, treatment and distribution of water within the service area of the City (the "Water System").

2. The City wishes to finance a portion of the costs of improvements to the Water System known as the Brackish Water Desalination Project, which is described more fully in Appendix A attached to this Agreement (the "Project").

3. The Authority has been formed for the purpose of assisting the City in the financing and refinancing of public capital improvements.

4. In order to provide interim financing for a portion of the costs of the Project, the Authority has proposed to enter into this Agreement with the City under which the Authority agrees to provide financing for a portion of the costs of the Project and to sell the completed Project to the City in consideration of the agreement by the City to pay the purchase price of the Project in installments (the "Installment Payments").

5. For the purpose of obtaining the moneys required to provide interim financing for a portion of the costs of the Project in accordance with the terms hereof, the Authority has assigned and transferred certain of its rights under this Agreement to Bank of the West (the "Assignee"), under an Assignment Agreement dated as of December 1, 2020, among the City, the Authority and the Assignee.

6. The City and the California State Water Resources Control Board have previously entered into a loan agreement entitled "Planning Loan, Public Water System Improvement, Brackish Water Desalination Plant, Drinking Water State Revolving Fund Project No. 0710001-001P, Agreement No. D16-02050" executed in February 2017 (the "State Water Board Loan"), for the purpose of providing financing for initial planning activities related to the Project, under which the City is obligated to pay semiannual installment payments in the aggregate principal amount of \$1,000,000.

7. The Installment Payments and the Assignee Additional Payments will be payable from and secured by a pledge of and lien on the net revenues of the Water System on a subordinate basis to the State Water Board Loan Payments and any future obligations entered into by the City and the State Water Board.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the City and the Authority formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the following respective meanings given to them in this Section.

“Additional Revenues” means, with respect to the issuance of any Parity Debt, any or all of the following amounts:

- (a) An allowance for Net Revenues from any additions or improvements to or extensions of the Water System to be financed from the proceeds of such Parity Debt or from any other source but in any case which, during all or any part of the most recent completed Fiscal Year for which audited financial statements are available or for any other 12-month period selected by the City under Section 5.7(b), were not in service, all in an amount equal to 100% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36-month period in which each addition, improvement or extension is to be in operation, all as shown by the certificate or opinion of a Financial Consultant.
- (b) An allowance for Net Revenues arising from any increase in the charges made for service from the Water System which has been adopted prior to the incurring of such Parity Debt but which, during all or any part of such Fiscal Year or such 12-month period, was not in effect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or such 12-month period, all as shown by the certificate or opinion of a Financial Consultant.

“Advance Installment Payment Date” means each date which is 10 Business Days immediately following each Quarterly Payment Date after the Closing Date, commencing on [January 15], 2021.

“Advance Maturity Date” has the meaning given that term in the Supplemental Agreement.

“Advance Period” has the meaning given that term in the Supplemental Agreement.

“Advances” means amounts funded by the Assignee to the City pursuant to a Funding Request.

“Applicable Law” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case, whether or not having the force of law.

“Assignee” means Bank of the West, as assignee of certain rights of the Authority hereunder, its successors and assigns.

“Assignee Additional Payments” means any Additional Payments owed to the Assignee.

“Assignment Agreement” means the Assignment Agreement dated as of December 1, 2020, between the Authority and the Assignee, including any authorized amendments thereto.

“Authority” means the City of Antioch Public Financing Authority, a joint exercise of powers authority duly organized and existing under the laws of the State of California.

“Authorized Representative” means: (a) with respect to the Authority, its Chair, Vice Chair, Executive Director, Secretary, Treasurer and Controller or any other person designated as an Authorized Representative of the Authority by a Written Certificate of the Authority signed by its Executive Director and filed with the City and the Assignee; and (b) with respect to the City, its Mayor, City Manager, Finance Director, City Attorney, City Clerk, or any other person designated as an Authorized Representative of the City by a Written Certificate of the City signed by its City Manager and filed with the Authority and the Assignee.

“Available Commitment” means, on the Closing Date, an initial amount equal to the Commitment Amount less the Initial Advance, and thereafter as adjusted from time to time as follows: (a) downward in an amount equal to any Advance (other than the Initial Advance) made by the Assignee hereunder; (b) downward in an amount equal to any reduction of the Available Commitment effected pursuant to Section 3.5(c) or (d) hereof or Section 6.4 hereof; and (c) downward to zero upon termination of the Commitment in accordance with the terms hereof.

“Bond Counsel” means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income for purposes of federal income taxation under Section 103 of the Tax Code.

“Business Day” means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California are closed.

“City” means the City of Antioch, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California.

“Closing Date” means December ___, 2020, being the date of execution and delivery of this Agreement.

“Commitment” means the obligation of the Bank to make future Advances of the unfunded portion of the Available Commitment hereunder subject to the terms and conditions of this Agreement. Advances under the Commitment are non-revolving.

“Commitment Amount” means \$15,000,000.

“Commitment Termination Date” means the earlier of (i) the Stated Commitment Expiration Date, (ii) the date Commitment terminates or the date the Available Commitment is reduced to zero in accordance with the terms of the Installment Sale Agreement.

“Connection Charges” means all amounts levied by the City as a fee for connecting to the Water System, as such fee is established from time to time under Section 66013 of the Government Code of the State of California.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City or the Authority relating to the execution and delivery of this Agreement, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of Bond Counsel, the City’s municipal advisor and legal counsel to the Assignee, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, and any charges and fees in connection with the foregoing.

“Date of Taxability” means the date from and for the interest component of the Installment Payments is subject to federal or State income taxation as a result of a Determination of Taxability.

“Default Rate” has the meaning given that term in the Supplemental Agreement.

“Environmental Laws” means any federal, state, or local law, rule or regulation now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, relating to health, safety, or the environment.

“Event of Default” means an event of default as described in Section 6.1.

“Excess Investment Earnings” means an amount required to be rebated to the United States of America under Section 148(f) of the Tax Code due to investment of gross proceeds of the Installment Payments at a yield in excess of the yield on the Installment Payments.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; and (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Financial Consultant” means any consultant or firm of consultants appointed by the City and who, or each of whom: (a) is judged by the City to have experience in matters relating to the financing of Water System enterprises; (b) is in fact independent and not

under domination of the City; and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Fiscal Year" means the twelve-month period beginning on July 1 of any year and ending on June 30 of the next succeeding year, or any other twelve-month period selected by the City as its fiscal year.

"Funding Request" means a written request in the form of Exhibit C to the Supplemental Agreement submitted by the City to Assignee under Section 3.5 for the purpose of providing funds for the payment of Project Costs.

"Governmental Authority" means the government of the United States or any state or political subdivision thereof or any other nation or political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

"Gross Revenues" means all gross charges received for, and all other gross income and receipts derived by the City from, the ownership and operation of the Water System or otherwise arising from the Water System, including but not limited to investment earnings thereon and including Connection Charges; but excluding (a) the proceeds of any *ad valorem* property taxes levied for the purpose of paying general obligation bonds of the City relating to the Water System, (b) the proceeds of any special assessments or special taxes levied upon real property within any improvement district for the purpose of paying special assessment bonds or special tax obligations of the City relating to the Water System; and (c) customers' deposits or any other deposits subject to refund until such deposits have become the property of the City, or contributions in aid of construction.

"Independent Accountant" means any independent certified public accountant or firm of independent certified public accountants appointed and paid by the City, and who, or each of whom: (a) is in fact independent and not under domination of the City; (b) does not have any substantial interest, direct or indirect, with the City; and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or other audits of the books of or reports to the City.

"Initial Advance" means the initial Advance in the amount of \$_____ made by the Assignee on the Closing Date to provide funds for payment of Costs of Issuance and other Project Costs.

"Installment Payment Date" means any Advance Installment Payment Date or Term Loan Installment Payment Date, as applicable.

"Installment Payments" means all payments required to be paid by the City on any date under Section 4.4, including any amounts payable upon delinquent installments and including any prepayment thereof under Section 7.2.

"Maximum Annual Debt Service" means, as of the date of any calculation, the maximum sum obtained for the current or any future Fiscal Year by totaling the following amounts for such Fiscal Year:

- (a) the aggregate amount of the Senior Debt Payments coming due and payable in such Fiscal Year;
- (b) the aggregate amount of the Installment Payments coming due and payable in such Fiscal Year;
- (c) the principal amount of all outstanding Parity Debt, if any, coming due and payable by their terms in such Fiscal Year; and
- (d) the amount of interest which would be due during such Fiscal Year on the aggregate principal amount of all outstanding Parity Debt, if any, which would be outstanding in such Fiscal Year if such Parity Debt is retired as scheduled.

With respect to the Installment Payments and any Parity Debt, debt service with respect thereto shall be calculated as follows:

- (i) For the Installment Payments and for any issue of Parity Debt the interest on which is computed at a variable rate, interest with respect thereto shall be calculated at the highest of: (i) the actual rate on the date of calculation, or if the indebtedness is not yet outstanding, the initial rate (if established and binding), (ii) if the indebtedness has been outstanding for at least 12 months, the average rate over the 12 months immediately preceding the date of calculation, or if no debt is outstanding for the 12 months under the authorizing document, the average rate borne by reference to an index comparable to that to be utilized in determining the interest rate for the debt to be issued, and (iii) (A) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Tax Code, the most recently published ten year rate for a AA rated tax-exempt municipal bond as quoted in The Bond Buyer publication under "Standard & Poor's Intraday Municipal Bond Yield Curves" (or comparable index if no longer published), or (B) if interest is not so excludable, the interest rate on direct U.S. Treasury obligations having comparable maturities.
- (ii) For the Installment Payments and for any issue of Parity Debt having more than 25% of the aggregate principal amount thereof coming due in any Fiscal Year, the amount of debt service shall be calculated on the assumption that the amount of principal of and interest on such Parity Debt were payable over a 10-year term on a level debt service basis.

"Maximum Rate" means the maximum non-usurious interest rate that may, under applicable federal law and applicable state law, be contracted for, charged or received under such laws.

"Net Revenues" means, for any period, an amount equal to all of the Gross Revenues received during such period minus the amount required to pay all Operation and Maintenance Costs becoming payable during such period.

“Operation and Maintenance Costs” means the reasonable and necessary costs paid or incurred by the City for maintaining and operating the Water System, determined in accordance with generally accepted accounting principles, including but not limited to the following:

- (a) all costs of purchased water and all reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Water System in good repair and working order; and
- (b) all administrative costs of the City that are charged directly or apportioned to the operation of the Water System, such as salaries and wages of employees, overhead, taxes (if any) and insurance premiums;

provided, however, that “Operation and Maintenance Costs” do not include (i) the Senior Debt Payments, the Installment Payments or payments of debt service on any other obligations issued or incurred by the City with respect to the Water System, (ii) depreciation, replacement and obsolescence charges or reserves therefor, and (iii) amortization of intangibles or other bookkeeping entries of a similar nature.

“Parity Debt” means any bonds, notes, loans, leases, installment sale agreements or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues on a parity with the Installment Payments and the Assignee Additional Payments, entered into or issued under and in accordance with Section 5.7.

“Parity Debt Documents” means, collectively, the indenture of trust, trust agreement or other document authorizing the issuance of any Parity Debt or any securities which evidence Parity Debt.

“Project” means the facilities, improvements and other property comprising the City’s Brackish Water Desalination Project, which is described more fully in Appendix A attached to this Agreement, as may be amended from time to time.

“Project Costs” means all costs of the acquisition, construction and installation of the Project which are paid from moneys on deposit in the Project Fund, including but not limited to:

- (a) all costs required to be paid to any person under the terms of any agreement for or relating to the acquisition, construction and installation of the Project;
- (b) obligations incurred for labor and materials in connection with the acquisition, construction and installation of the Project;
- (c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in connection with the acquisition, construction and installation of the Project;
- (d) all preliminary costs of the Project, including but not limited to design, environmental, engineering and architectural services, costs for

testing, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees and costs for supervising construction, as well as for the performance of all other duties required by or consequent to the proper acquisition, construction and installation of the Project;

- (e) any sums required to reimburse the City for advances made for any of the above items or for any other costs incurred and for work done which are properly chargeable to the acquisition, construction and installation of the Project;
- (f) Costs of Issuance and other financing costs incurred in connection with the acquisition, construction and installation of the Project; and
- (g) the interest components of the Installment Payments during the period of acquisition, construction and installation of the Project.

"Project Fund" means the fund or account by that name established and held by the City under Section 3.6.

"Quarterly Payment Date" means the first Business Day of each January, April, July and October.

"Rate Stabilization Fund" means any fund established and held by the City as a fund for the stabilization of rates and charges imposed by the City with respect to the Water System, which fund is established, held and maintained in accordance with Section 4.7.

"Senior Debt" means, collectively, the State Water Board Loan and any future obligations entered into between the City and the State Water Board in connection with future state revolving fund loan program loans for the purpose of financing and refinancing the costs of capital improvements to the Water System.

"Senior Debt Payments" means all payments of debt service on any Senior Debt.

"State Water Board" means the California State Water Resources Control Board.

"State Water Board Loan" means the loan agreement entitled "Planning Loan, Public Water System Improvement, Brackish Water Desalination Plant, Drinking Water State Revolving Fund Project No. 0710001-001P, Agreement No. D16-02050" executed in February 2017 by the City and the State Water Board, in the amount of \$1,000,000 and with an eligible start date of July 1, 2015, as it may be amended or supplemented from time to time.

"Stated Commitment Expiration Date" means June 30, 2022 unless extended as provided in the Installment Sale Agreement.

"Supplemental Agreement" means the agreement entitled Supplemental Agreement, dated as of December 1, 2020, among the City, the Authority and the Assignee.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official guidance published, under the Tax Code.

"Term" means the time during which this Agreement is in effect, as provided in Section 4.3.

"Term Loan" has the meaning given that term in the Supplemental Agreement.

"Term Loan Conversion Date" has the meaning given that term in the Supplemental Agreement.

"Term Loan Installment Payment Date" means each date which is 10 Business Days immediately following the second, fourth, sixth and eighth Quarterly Payment Dates next following the Term Loan Conversion Date.

"Term Loan Maturity Date" has the meaning given that term in the Supplemental Agreement.

"Undrawn Fee Payment Date" means each date which is 10 Business Days immediately following each Quarterly Payment Date during the Advance Period and the Commitment Termination Date.

"Undrawn Fees" has the meaning given that term in Section 4.5.

"Water Fund" means the fund or funds established and held by the City with respect to the Water System for the receipt and deposit of Gross Revenues.

"Water System" means the facilities and property for the transportation, treatment and distribution of water for consumers of water in the service area of the City, including but not limited to all facilities, properties, lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City.

"Written Certificate" of the Authority or the City means, respectively, a written certificate, request or requisition signed in the name of the Authority or the City by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1. *Representations, Covenants and Warranties of the City.* The representations and warranties of the City set forth in Article IV of the Supplemental Agreement, as well as the related defined terms contained in the Supplemental Agreement, are hereby incorporated by reference in this Agreement with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. In addition, the City represents, covenants and warrants to the Authority as follows:

- (a) Due Organization and Existence. The City is a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California, and is empowered, among other things, to maintain and operate the Water System and to acquire in the name of the City any interest in real or personal property necessary or convenient for the operation of the Water System.
- (b) Due Authorization. The laws of the State authorize the City to enter into this Agreement, and to enter into the transactions contemplated hereby and to carry out its obligations hereunder.
- (c) No Conflicts. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially adversely affect the consummation of the transactions contemplated by this Agreement or the financial condition, assets, properties or operations of the City,

including but not limited to the performance of the City's obligations under this Agreement.

- (d) Valid, Binding and Enforceable Obligations. This Agreement has been duly authorized, executed and delivered by the City and constitutes the legal, valid and binding agreements of the City enforceable against the City in accordance with its terms; except as the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and except as such enforceability may be subject to the exercise of judicial discretion in accordance with principles of equity.
- (e) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by this Agreement, or the financial conditions, assets, properties or operations of the City, including but not limited to the payment and performance of the City's obligations under this Agreement.
- (f) No Prior Defaults. No lease, rental agreement, installment sale agreement, lease-purchase agreement, loan, note, payment agreement or contract for purchase to which the City has been a party at any time during the past ten years has been terminated by the City as a result of either insufficient funds available in any Fiscal Year, or due to the non-payment of required payments. No event has occurred which would constitute a payment-related event of default under any debt, note, revenue bond or obligation which the City has issued during the past ten years.
- (g) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.
- (h) Financial Information. The financial information concerning the City heretofore delivered to the Assignee is complete and correct and fairly presents the financial condition of the City for the period(s)

referred to and has been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the period(s) involved. There are no liabilities (of the type required to be reflected on balance sheets prepared in accordance with generally accepted accounting principles), direct or indirect, fixed or contingent, of the City as of the date of such financial information which are not reflected therein. There has been no material adverse change in the financial condition or operations of the City since the date of such information (and to the City's knowledge no such material adverse change is pending or threatened), and the City has not guaranteed the obligations of, or made any investment in or loans to, any person except as disclosed in such information. The City has good and marketable title to all of its properties and assets related to the Project, and all of such properties and assets are free and clear of encumbrances, except as reflected in such financial information. To the best of the City's knowledge, no document furnished nor any representation, warranty or other written statement made to the Assignee in connection with the negotiation, preparation or execution of this Agreement contains any untrue or misleading statement of a material fact.

- (i) Adequacy of Net Revenues. The City has structured fees, estimated revenues and/or taken other lawful actions necessary to ensure that the pledge of and lien on Net Revenues are sufficient to pay the Installment Payments and Assignee Additional Payments when due and payable, and such moneys have been and will continue to be applied in the funds and accounts as required herein and towards payment of the Installment Payments when due and payable.
- (j) Completion of Project. The City has an immediate need for, and expects to make immediate use of, the Project, which need is not temporary or expected to diminish during the Term of this Agreement. To the extent the City is or may be required to use additional revenues or spend additional money to complete the Project or make the Project useable, the City represents, warrants and covenants to take all required actions to complete the Project and make the Project useable. The City presently intends to continue this Agreement and make all Installment Payments required hereunder for the entire Term of this Agreement.
- (k) Compliance with State Water Board Loan. The City is in full compliance with the terms and provisions of the State Water Board Loan. No event has occurred which constitutes an event of default under the State Water Board Loan or which, with the passage of time, if not cured, would constitute an event of default under the State Water Board Loan.
- (l) Environmental. The Project and the Water System are in full compliance with all applicable Environmental Laws.

- (m) Sufficient Funds. The City reasonably believes that sufficient funds can be obtained to make all Installment Payments, the Undrawn Fees and all other amounts required to be paid pursuant to this Agreement.
- (n) Tax-Exempt Status. The City has not taken any action or omitted to take any action, and has no actual knowledge of any action taken or omitted to be taken by any other Person, which action, if taken or omitted, would adversely affect the exclusion of interest on the Installment Payments from gross income for federal income tax purposes.
- (o) Role of Assignee. The City acknowledges that (i) the Assignee, as the assignee of the Authority under the Assignment Agreement, is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor, (ii) the Assignee has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City or with respect to this Agreement and the financing related thereto, and (iii) the Assignee has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, or the correctness of any legal interpretation made by counsel to any other party with respect to any such matters.

SECTION 2.2. *Representations, Covenants and Warranties of Authority*. The Authority represents, covenants and warrants to the City as follows:

- (a) Due Organization and Existence. The Authority is a joint exercise of powers authority duly organized and existing under the laws of the State of California, and has power to enter into this Agreement and to perform the duties and obligations imposed on it hereunder and thereunder. The Board of Directors of the Authority has duly authorized the execution and delivery of this Agreement.
- (b) Due Execution. The representatives of the Authority executing this Agreement are fully authorized to execute the same.
- (c) Valid, Binding and Enforceable Obligations. This Agreement has been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding agreement of the Authority with the City, enforceable against the Authority in accordance with the respective terms; except as the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and except as such enforceability may be subject to the exercise of judicial discretion in accordance with principles of equity.
- (d) No Conflicts. The execution and delivery hereof and of the Assignment Agreement, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or

constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially adversely affect the consummation of the transactions contemplated hereby and by the Assignment Agreement or the financial condition, assets, properties or operations of the Authority, including but not limited to the performance of the Authority's obligations under this Agreement.

- (e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery hereof or of the Assignment Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.
- (f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially adversely affect the consummation of the transactions contemplated by this Agreement or the financial conditions, assets, properties or operations of the Authority, including but not limited to the performance of the Authority's obligations hereunder and under the Assignment Agreement.

ARTICLE III

ACQUISITION AND CONSTRUCTION OF THE PROJECT

SECTION 3.1. *Deposit of Moneys.* The Authority hereby agrees to cause the Project to be acquired, constructed and improved as provided in Section 3.2, and to sell the completed Project to the City as provided in Section 4.1. In order to provide funds for the construction of the Project, the Authority shall assign certain of its rights under this Agreement, including the right to receive the Installment Payments from the City, to the Assignee under the Assignment Agreement, and to cause the proceeds of such assignment to be deposited into the Project Fund as provided in Section 3.5.

SECTION 3.2. *Acquisition and Construction of the Project.* The Authority hereby agrees with due diligence to supervise and provide for, or cause to be supervised and provided for, the acquisition, construction and installation of the Project in accordance with the plans and specifications, purchase orders, construction contracts and other documents relating thereto and approved by the City under all applicable requirements of law. All contracts for, and all work relating to, the acquisition, construction and installation of the Project are subject to all applicable provisions of law relating to the acquisition and construction of public works by the City. The failure of the Authority to complete the Project by its expected completion date does not constitute an Event of Default hereunder or a grounds for termination hereof, nor does any such failure result in the diminution, abatement or extinguishment of the obligations of the City hereunder to pay the Installment Payments when due hereunder.

SECTION 3.3. *Appointment of City as Agent.* The Authority hereby appoints the City as its agent to carry out all phases of the acquisition, construction and installation of the Project under and in accordance with the provisions hereof. The City hereby accepts such appointment and assumes all rights, liabilities, duties and responsibilities of the Authority regarding the acquisition, construction and installation of the Project. As agent of the Authority hereunder, the City shall execute all duties under this Agreement, including, but not limited to, entering into, administer and enforce all purchase orders or other contracts relating to the Project. Payment of Project Costs will be made by the City from amounts held by it in the Project Fund in accordance with the provisions of this Agreement.

SECTION 3.4. *Project Description.* The City has the right to specify the exact scope, nature and identification of the Project and the respective components thereof. The City may from time to time change or modify the description of the Project or any component thereof.

SECTION 3.5. *Funding of Project Costs; Permanent Reduction of Available Commitment; Termination of Commitment.*

(a) Initial Funding on Closing Date. The Agency hereby requests the Initial Advance on the Closing Date.

(b) Subsequent Funding Requests. The City may request the Assignee to provide additional funds for the payment of Project Costs from time to time during the Term of this Agreement by submitting to Assignee a Funding Request in accordance with the Supplemental Agreement.

(c) Permanent Reduction of Available Commitment. The Available Commitment shall be reduced from time to time as requested by the City within three (3) Business Days of the City's written notice to the Assignee in the form of Exhibit D to the Supplemental Agreement requesting such reduction; provided that such reduction in the Available Commitment shall not be effective until the Assignee delivers to the City a notice in the form of Exhibit E to the Supplemental Agreement reflecting such reduction.

(d) Termination of Commitment. The City may at any time and at its sole option terminate the Commitment and reduce the Available Commitment to zero upon three (3) Business Days' prior written notice to the Assignee in the form of Exhibit D to the Supplemental Agreement; provided, that any termination of the Commitment and reduction of the Available Commitment to zero shall not be effective until the Assignee delivers to the City a notice in the form of Exhibit F to the Supplemental Agreement reflecting such termination. As a condition to any such termination, the City shall pay or cause to be paid all Installment Payments and Additional Payments owed to the Assignee.

SECTION 3.6. *Project Fund.* The City shall establish and maintain a special fund or account designated as the "Project Fund" to be held by the City and which shall be accounted for as a separate fund or account. The City shall deposit all amounts advanced to it by the Assignee under the Assignment Agreement in the Project Fund promptly upon receipt of such amounts. Except as otherwise provided herein, moneys in the Project Fund shall be used solely for the payment of the Project Costs. The City shall disburse moneys in the Project Fund from time to time to pay Project Costs (or to reimburse the City for payment of Project Costs). The City shall maintain accurate records showing all disbursements from the Project Fund. The City shall invest proceeds in the Project Fund in investments authorized by California law and the City's investment policy.

ARTICLE IV

INSTALLMENT SALE OF PROJECT; INSTALLMENT PAYMENTS

SECTION 4.1. *Sale of Project.* The Authority hereby sells the Project to the City, and the City hereby purchases the Project from the Authority, upon the terms and conditions set forth in this Agreement.

SECTION 4.2. *Title.* Title to the Project, and each component thereof, will be deemed conveyed by the Authority to and vested in the City upon the completion of the acquisition, construction and installation thereof. The Authority and the City will execute, deliver and cause to be recorded any and all documents reasonably required by the City to consummate the transfer of title to the Project.

SECTION 4.3. *Term of this Agreement.* The Term of this Agreement commences on the Closing Date and ends on the date the City has paid all Installment Payments, Additional Payments and other amounts due hereunder.

SECTION 4.4. *Installment Payments.*

(a) Obligation to Pay. The City agrees to pay to the Authority, its successors and assigns, as the purchase price of the Project, the Installment Payments consisting of components of principal and interest payable on the Installment Payment Dates as set forth below. The Installment Payments shall be secured by and payable from Net Revenues as hereinafter provided.

The interest components of the Installment Payments shall be calculated in accordance with the Supplemental Agreement. On or prior to the Advance Maturity Date, the interest components of the Installment Payments shall be due and payable on each Advance Installment Payment Date. If the conditions to the making of the Term Loan set forth in Section 2.04 of the Supplemental Agreement are satisfied on the Advance Maturity Date, the interest components of the Installment Payments shall be due and payable on each Term Loan Installment Payment Date commencing on the Term Loan Installment Payment Date next following the Term Loan Conversion Date; provided, that any remaining unpaid interest components of the Installment Payments shall be due and payable on the Term Loan Maturity Date.

The principal components of the Installment Payments as of any date shall be equal to the aggregate amounts advanced by the Assignee pursuant to Funding Requests under Section 3.5, less any amount of such principal which has previously been prepaid by the City. The unpaid principal components of the Installment Payments shall be due and payable in full on the Advance Maturity Date; provided, that if the conditions to the making of the Term Loan set forth in Section 2.04 of the Supplemental Agreement are satisfied on the Advance Maturity Date, the unpaid principal components of the Installment Payments shall no longer be due and payable in full on the Advance Maturity Date but shall be due and payable in four equal semiannual Installment Payments on each Term Loan Installment Payment Date commencing on the Term Loan Installment Payment Date next following the Term Loan Conversion Date; provided, that any remaining unpaid principal components of the Installment Payments shall be due and payable on the Term Loan Maturity Date.

The amount of each Installment Payment shall be specified by Assignee in a written invoice to City not later than five Business Days following each Quarterly Payment Date immediately preceding the related Installment Payment Date, which invoice shall include sufficient detail for City to verify the calculated amount of the Installment Payment. In the event the Assignee fails for any reason to provide the City with an invoice for any Installment Payment by the related Installment Payment Date, the City shall not be relieved of its obligation to pay such Installment Payment, but the City shall not be required to make such payment prior to the receipt of such invoice.

It is understood and agreed by the City and the Assignee that this Agreement shall not be (i) assigned a rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned CUSIP numbers by Standard & Poor's CUSIP Service Bureau.

(b) Reduction Upon Partial Prepayment. If the City prepays less than all of the remaining principal components of the Installment Payments under Article VII, the amount of such prepayment shall be applied to reduce the principal components of the Installment Payments in inverse order of payment date, as set forth in a revised schedule of

Installment Payments which is provided to the City by the Assignee; *provided, however*, that if the amount set forth in such invoice is understated or overstated due to interest rate fluctuations or otherwise, adjustment shall be made on the following invoice.

(c) Rate on Overdue Payments. If the City fails to make any of the payments required in this Section on or before the due date therefor, the Installment Payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the due date thereof at the Default Rate, or, if lower, the maximum rate then permitted by law.

(d) Payment Provisions. Each Installment Payment payable hereunder and each Assignee Additional Payment shall be paid in lawful money of the United States of America in immediately available funds to or upon the order of the Assignee to the Assignee's account set forth in the Supplemental Agreement. Notwithstanding any dispute between the Authority and the City, the City will make all Installment Payments when due without deduction or offset of any kind and will not withhold any Installment Payments pending the final resolution of such dispute. In the event of a determination that the City was not liable for said Installment Payments or any portion thereof, said payments or excess of payments, as the case may be, will be credited against subsequent Installment Payments due hereunder or refunded at the time of such determination.

(e) Assignment. The City understands and agrees that all Installment Payments have been assigned by the Authority to the Assignee under the Assignment Agreement, and the City hereby assents to such assignment. The Authority hereby directs the City, and the City hereby agrees, to pay to the Assignee all payments payable by the City under this Section and all amounts payable by the City under Article VII.

(f) Maximum Rate. Anything herein to the contrary notwithstanding, the amount of interest payable hereunder shall not exceed the Maximum Rate. If the applicable interest rate would exceed the Maximum Rate, then (i) such interest rate will not exceed but will be capped at such Maximum Rate and (ii) thereafter if the applicable interest rate is less than the Maximum Rate, any obligation hereunder will bear interest at the Maximum Rate until the earlier of (x) payment to the Assignee of an amount equal to the amount which would have accrued but for the limitation set forth in this Section and (y) the date on which all Installment Payments have been paid in full. On the date on which all Installment Payments have been paid in full or, if no Advance is outstanding, on the date the Commitment is terminated, in consideration for the limitation of the rate of interest otherwise payable hereunder, to the extent permitted by Applicable Law, the City shall pay to the Assignee a fee in an amount equal to the amount which would have accrued but for the limitation set forth in this Section that has not previously been paid to the Assignee in accordance with the immediately preceding sentence.

SECTION 4.5. *Undrawn Fees.* In addition to the Installment Payments, the City hereby agrees to pay to the Assignee, in immediately available funds, for each day during the Advance Period, payable quarterly in arrears on each Undrawn Fee Payment Date, a non-refundable undrawn fee (the "*Undrawn Fee*") in an amount equal for each day during such quarterly calculation period to the product of 0.325% multiplied by the Available Commitment for such day, calculated on an annual basis of 360 days and actual days elapsed.

The Undrawn Fee shall be calculated from and including one Quarterly Payment Date (or, in the case of the first Undrawn Fee payment, the Closing Date) to but excluding the next Quarterly Payment Date (each, a "*Payment Period*"), and the Assignee shall provide the City with a written invoice for each Undrawn Fee not later than five Business Days following each Quarterly Payment Date during the Advance Period and the Commitment Termination Date. In the event the Assignee fails for any reason to provide the City with an invoice for any Undrawn Fee by the related Undrawn Fee Payment Date, the City shall not be relieved of its obligation to pay such Undrawn Fee, but the City shall not be required to make such payment prior to the receipt of such invoice.

SECTION 4.6. *Pledge and Application of Net Revenues.*

(a) Pledge. The Net Revenues shall be irrevocably pledged to the punctual payment of the Installment Payments and the Assignee Additional Payments. Such pledge constitutes a lien on the Net Revenues for the payment of the Installment Payments and the Assignee Additional Payments in accordance with the terms hereof, which lien shall be (i) subordinate to the pledge and lien which secures the payment of the Senior Debt Payments, and (ii) on a parity with the pledge and lien which secures any Parity Debt.

Pursuant to Section 5451 of the Government Code of the State of California, the pledge of the Net Revenues by the City for the payment of the Installment Payments and the Assignee Additional Payments constitutes a lien and security interest which immediately attaches to such Net Revenues, and which shall be effective and binding against the City, its successors, creditors and all others asserting rights therein irrespective of whether those parties have notice of the pledge, irrespective of whether such amounts are or may be deemed to be a fixture and without the need for physical delivery, recordation, filing or further act.

(b) Deposit of Net Revenues Into Water Fund; Transfers to Make Payments. The City has previously established the Water Fund, which the City shall continue to hold and maintain for the purposes and uses set forth herein. The City shall deposit all Gross Revenues in the Water Fund immediately on receipt. The City shall apply amounts in the Water Fund as set forth in this Agreement, the State Water Board Loan and any other Senior Debt, and any Parity Debt Documents. The City shall apply amounts on deposit in the Water Fund to pay when due the following amounts in the following order of priority:

- (i) all Operation and Maintenance Costs;
- (ii) the payment when due of the Senior Debt Payments;
- (iii) the payment when due of the Installment Payments and all payments of principal of and interest on any Parity Debt;
- (iv) any deficiency in any reserve fund established for Parity Debt, the notice of which deficiency has been sent to the City in accordance with the related Parity Debt Documents;
- (v) any other payments required to comply with the provisions of this Agreement, Senior Debt, and any Parity Debt Documents; and
- (vi) any other purposes authorized under subsection (c) of this Section.

(c) Other Uses of Net Revenues Permitted. The City shall manage, conserve and apply the Net Revenues on deposit in the Water Fund in such a manner that all deposits required to be made under the preceding subsection (b) will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default has occurred and is continuing, the City may use and apply moneys in the Water Fund for (i) the payment of any subordinate obligations or any unsecured obligations, (ii) the acquisition and construction of improvements to the Water System, (iii) the prepayment of any other obligations of the City relating to the Water System, or (iv) any other lawful purposes of the City.

(d) Budget and Appropriation of Installment Payments. During the Term of this Agreement, the City will adopt all necessary budgets and make all necessary appropriations of the Installment Payments from the Net Revenues. If any Installment Payment requires the adoption by the City of a supplemental budget or appropriation, the City will promptly adopt the same. The covenants on the part of the City contained in this subsection are duties imposed by law and it is the duty of each and every public official of the City to take such actions and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this subsection.

SECTION 4.7. *Establishment of Rate Stabilization Fund.* The City has the right at any time to establish a fund to be held by it and administered in accordance with this Section for the purpose of stabilizing the rates and charges imposed by the City with respect to the Water System. From time to time the City may deposit amounts in the Rate Stabilization Fund from any source of legally available funds, including but not limited to Net Revenues which are released from the pledge and lien which secures the Installment Payments and the Assignee Additional Payments, any Senior Debt, and any Parity Debt, as the City may determine.

The City may, but is not be required to, withdraw amounts on deposit in the Rate Stabilization Fund and deposit such amounts in the Water Fund in any Fiscal Year for the purpose of paying the Installment Payments, Senior Debt Payments or the principal of and interest on any Parity Debt coming due and payable in such Fiscal Year. Amounts so transferred from the Rate Stabilization Fund to the Water Fund in any Fiscal Year constitute Gross Revenues for that Fiscal Year (except for purposes of Section 5.7(b) relating to the issuance of Parity Debt), and will be applied for the purposes of the Water Fund. Amounts on deposit in the Rate Stabilization Fund are not pledged to and do not secure the Installment Payments and the Assignee Additional Payments, any Senior Debt or any Parity Debt. All interest or other earnings on deposits in the Rate Stabilization Fund will be retained therein or, at the option of the City, be applied for any other lawful purposes. The City has the right at any time to withdraw any or all amounts on deposit in the Rate Stabilization Fund and apply such amounts for any other lawful purposes of the City.

SECTION 4.8. *Special Obligation of the City; Obligations Absolute.* The City's obligation to pay the Installment Payments and any other amounts coming due and payable hereunder will be a special obligation of the City limited solely to the Net Revenues. Under no circumstances is the City required to advance moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments and such other amounts,

and no other funds or property of the City are liable for the payment of the Installment Payments.

The obligation of the City to make the Installment Payments from the Net Revenues and to perform and observe the other agreements contained herein is absolute and unconditional and is not subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by the Authority or the Assignee of any obligation to the City or otherwise with respect to the Water System, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Authority or the Assignee. Until all of the Installment Payments, Additional Payments and other amounts coming due and payable hereunder have been fully paid or prepaid, the City:

- (a) will not suspend or discontinue payment of any Installment Payments, Additional Payments or such other amounts,
- (b) will perform and observe all other agreements contained in this Agreement, and
- (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Water System, failure to complete the acquisition and construction of the Project by the estimated completion date thereof, sale of the Water System, the taking by eminent domain of title to or temporary use of any component of the Water System, commercial frustration of purpose, any change in the tax or law other laws of the United States of America or the State of California or any political subdivision of either thereof or any failure of the Authority or the Assignee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

SECTION 4.9. *Additional Payments.* In addition to the Senior Debt Payments, Installment Payments and any Parity Debt, the City will pay when due the following amounts to the following parties:

- (a) to the Authority, all costs and expenses (including but not limited to reasonable legal costs and expenses) incurred by the Authority to comply with or that result from the provisions of this Agreement; and
- (b) all costs and expenses of auditors, engineers and accountants and other professional services relating to the Water System; and
- (c) all Excess Investment Earnings payable under Section 5.10(e); and
- (d) to the Assignee, any other amounts owing to the Assignee under the Supplemental Agreement, other than amounts payable to the Assignee as Installment Payments.

The Assignee Additional Payments shall be payable from and secured by a pledge and lien upon the Net Revenues as hereinafter provided. The Additional Payments (other than the Assignee Additional Payments) shall be payable from, but shall not be secured

by, a pledge or lien upon any of the Net Revenues. The rights of the Authority under this Section, and the obligations of the City under this Section, shall survive the termination of this Agreement. It is expressly understood that the provisions of this Section are and will be assigned to the Assignee.

ARTICLE V

COVENANTS OF THE CITY

SECTION 5.1. *Disclaimer of Warranties.* The Assignee makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Project or any component thereof, or any other representation or warranty with respect to any of the Project or any component thereof. In no event shall the Authority or the Assignee be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Agreement for the existence, furnishing, functioning or use of the Project.

SECTION 5.2. *Sale or Eminent Domain of Water System.* Except as provided herein, the City covenants that the Water System will not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a whole if such encumbrance, sale, lease, pledge, charge or other disposition would materially impair the ability of the City to pay the Installment Payments, Senior Debt Payments or the principal of or interest on any Parity Debt, or would materially adversely affect its ability to comply with the terms of this Agreement, Senior Debt or any Parity Debt Documents. The City may not enter into any agreement which impairs the operation of the Water System or any part of it necessary to secure adequate Net Revenues to pay the Installment Payments, Senior Debt Payments or any Parity Debt, or which otherwise would impair the rights of the Assignee with respect to the Net Revenues. If any substantial part of the Water System is sold, the payment therefor must either (a) be used for the acquisition or construction of improvements and extensions or replacement facilities or (b) be applied on a pro rata basis to prepay the Installment Payments, Senior Debt Payments and any Parity Debt on the next available prepayment date.

Any amounts received as awards as a result of the taking of all or any part of the Water System by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the City, will either (a) be used for the acquisition or construction of improvements and extension of the Water System, or (b) be applied to prepay on a pro rata basis the Installment Payments, Senior Debt Payments and any Parity Debt on the next available prepayment date.

SECTION 5.3. *Insurance.* The City will at all times maintain with responsible insurers all such insurance on the Water System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to the Water System. All amounts collected from insurance against accident to or destruction of any portion of the Water System will be used, at the option of the City, either (a) to repair or rebuild such damaged or destroyed portion of the Water System, or (b) to prepay on a pro rata basis the Installment Payments, Senior Debt Payments and any Parity Debt on the next available prepayment date.

The City will also maintain, with responsible insurers, worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the City, the Authority and the Assignee.

Any policy of insurance required under this Section may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance.

SECTION 5.4. *Records and Accounts.* The City shall keep proper books of record and accounts of the Water System in which complete and correct entries shall be made of all transactions relating to the Water System. Said books shall, upon prior request, be subject to the reasonable inspection of the Authority upon not less than two Business Days' prior notice to the City.

The City shall cause the books and accounts of the Water System to be audited annually by an Independent Accountant not more than 270 days after the close of each Fiscal Year and shall file a copy of such report with the Assignee. Such report may be part of a combined financial audit or report covering all or part of the City's finances.

SECTION 5.5. *Rates and Charges.*

(a) Gross Revenues Covenant. The City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Water System during each Fiscal Year, which are at least sufficient, together with amounts held in a Rate Stabilization Fund as provided in Section 4.7, and taking into account allowances for contingencies, to yield Gross Revenues sufficient to pay the following amounts in the following order of priority:

- (i) All Operation and Maintenance Costs estimated by the City to become due and payable in the Fiscal Year.
- (ii) All Senior Debt Payments as they become due and payable during the Fiscal Year.
- (iii) All Installment Payments and payments of principal of and interest on any Parity Debt as they become due and payable during the Fiscal Year.
- (iv) All payments required to meet any other obligations of the City which are charges, liens, encumbrances upon, or which are otherwise payable from, the Gross Revenues or the Net Revenues during such Fiscal Year.

(b) Net Revenues Covenant. In addition, the City shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Water System during each Fiscal Year which (together with amounts held in a Rate Stabilization Fund as provided in Section 4.7, and taking into account allowances for contingencies), are sufficient to yield Net Revenues which are at least equal to 125% of the aggregate amount of the Installment Payments, Senior Debt Payments and all payments of principal of and interest on any Parity Debt coming due and payable during the Fiscal Year.

SECTION 5.6. *Superior and Subordinate Obligations.* The City may not issue or incur any additional bonds or other obligations during the Term of this Agreement having any priority in payment of principal or interest out of the Gross Revenues or the Net Revenues over the Installment Payments. Nothing herein limits or affects the ability of the City to issue or incur (a) Parity Debt under Section 5.7, or (b) obligations which are either unsecured or which are secured by an interest in the Net Revenues which is junior and subordinate to the pledge of and lien upon the Net Revenues established hereunder; *provided, however,* that the City shall not issue any such junior and subordinate obligations unless the amount of Net Revenues (excluding any amounts derived from a Rate Stabilization Fund), calculated in accordance with generally accepted accounting principles, as shown by the books of the City for the most recent completed Fiscal Year for which audited financial statements of the City are available, or for any more recent consecutive 12-month period selected by the City, in either case verified by an Independent Accountant or a Financial Consultant or shown in the audited financial statements of the City, plus (at the option of the City) any Additional Revenues, are at least equal to 110% of Maximum Annual Debt Service (taking into account such junior and subordinate obligations then proposed to be issued).

SECTION 5.7. *Issuance of Parity Debt.* The City may issue or incur any Parity Debt during the Term hereof upon satisfaction of all of the following conditions:

- (a) no Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing.
- (b) the Net Revenues (excluding any amounts derived from a Rate Stabilization Fund), calculated in accordance with generally accepted accounting principles, as shown by the books of the City for the most recent completed Fiscal Year for which audited financial statements of the City are available, or for any more recent consecutive 12-month period selected by the City, in either case verified by an Independent Accountant or a Financial Consultant or shown in the audited financial statements of the City, plus (at the option of the City) any Additional Revenues, are at least equal to 125% of Maximum Annual Debt Service (taking into account the Parity Debt then proposed to be issued).
- (c) The City will deliver to the Assignee a written certificate of a City Representative certifying that the conditions precedent to the issuance of such Parity Debt set forth in subsections (a) and (b) of this Section have been satisfied.

SECTION 5.8. *Operation of Water System in Efficient and Economical Manner.* The City will operate the Water System in an efficient and economical manner and to operate, maintain and preserve the Water System in good repair and working order.

SECTION 5.9. *Assignment and Amendment Hereof.* This Agreement may not be assigned by the City in whole or in part. This Agreement may be amended by the City and the Authority, but only with the prior written consent of the Assignee.

SECTION 5.10. *Tax Covenants.*

(a) Generally. The City shall not take any action, or permit to be taken any action or omission within its control, which would cause or which, with the passage of time if not cured would cause, the interest components of the Installment Payments to become includable in gross income of the Authority or its Assignee for federal income tax purposes.

(b) Private Activity Bond Limitation. The City shall assure that the proceeds of the Installment Payments are not so used as to cause the Installment Payments to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The City shall not take any action, or permit to be taken any action or omission within its control, if the result of the same would be to cause the Installment Payments to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The City shall not take any action, or permit or suffer to be taken any action or omission within its control, with respect to the proceeds of the Installment Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Installment Payments to constitute “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(e) Arbitrage Rebate. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of Excess Investment Earnings, if any, to the federal government, to the extent that such section is applicable to this Agreement.

(f) Record Retention. The City will retain its records of all accounting and monitoring it carries out with respect to this Agreement for at least three years after the payment or prepayment in full of the Installment Payments, whichever is earlier, or for such lesser period of time as may be permitted under the Tax Code.

(g) Acquisition, Disposition and Valuation of Investments. Except as otherwise provided in the following sentence, the City covenants that all investments of amounts deposited in any fund or account created by or under this Agreement, or otherwise containing gross proceeds of this Agreement (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code shall be valued at their present value (within the meaning of Section 148 of the Tax Code).

For purposes of this subsection, the term “Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an

agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than a 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

SECTION 5.11. *Discharge of Claims.* The City covenants that in order to fully preserve and protect the priority and security of the Installment Payments the City shall pay from the Net Revenues and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Water System which, if unpaid, may become a lien or charge upon the Net Revenues prior or superior to the lien of the Installment Payments and impair the security of the Installment Payments. The City shall also pay from the Net Revenues all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of the Wastewater System or upon any part thereof or upon any of the Net Revenues therefrom.

SECTION 5.12. *Indemnification.* To the maximum extent permitted by law, the City will pay, as Additional Payments hereunder, the amounts set forth in Section 7.01 of the Supplemental Agreement.

SECTION 5.13. *Costs, Expenses and Taxes.* The City will pay, as Additional Payments hereunder, the amounts set forth in Section 7.02 of the Supplemental Agreement.

SECTION 5.14. *Increased Costs.* The City will pay, as Additional Payments hereunder, the amounts set forth in Section 7.03 of the Supplemental Agreement.

SECTION 5.15. *Additional Covenants.* The City will comply with the covenants set forth in Article V of the Supplemental Agreement. The covenants of the City set forth in Article V of the Supplemental Agreement, as well as the related defined terms contained in the Supplemental Agreement, are hereby incorporated by reference in this Agreement with the same effect as if each and every such covenant and defined term were set forth herein in its entirety.

ARTICLE VI

EVENTS OF DEFAULT

SECTION 6.1. *Events of Default Defined.* The following events constitute Events of Default hereunder:

- (a) Failure by the City to pay any Installment Payment by the Installment Payment Date or failure to make any other payment required to be paid hereunder at the time specified herein.
- (b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Agreement other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Assignee or the Authority; *provided, however*, that if the failure stated in the notice cannot be corrected within such 30-day period, the Authority shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.
- (c) The filing by the City of a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the City or of the whole or any substantial part of its property.
- (d) Any statement, representation or warranty made by the City in or pursuant to this Agreement or its execution, delivery or performance shall prove to have knowingly been false, incorrect, misleading or breached in any material respect on the date when made.
- (e) The occurrence of any event defined to be an event of default under Senior Debt or any Parity Debt Documents.
- (f) The occurrence of an Event of Default set forth in Section 6.01 of the Supplemental Agreement.

In the case of any Event of Default specified in Section 6.1(c) hereof or Section 6.01(h) of the Supplemental Agreement that has occurred, the Commitment shall immediately terminate automatically and the Available Commitment shall be reduced to zero automatically and will no longer be reinstated and thereafter, the Assignee will have no further obligation to make Advances hereunder. In the case of any Event of Default specified in Sections 6.1(a)-(f) above (including any Event of Default specified in Section 6.1(c) hereof or Section 6.01(h) of the Supplemental Agreement) that has occurred, the Assignee may, by notice in writing to the City, terminate the Commitment

and reduce the Available Commitment to zero and, thereafter, the Assignee will have no further obligation to make Advances hereunder. Upon such termination, the Assignee shall send a notice thereof in the form of Exhibit G to the Supplemental Agreement to the City; provided that failure to send or receive such notice shall not affect the termination of the Commitment as provided hereunder.

In the case of any Event of Default specified in Section 6.1(c) hereof or Section 6.01(h) of the Supplemental Agreement that has occurred, the entire principal amount of the unpaid Installment Payments and the accrued interest thereon and any other unpaid amount required to be paid hereunder shall automatically become due and payable immediately and thereupon said unpaid Installment Payment and any other unpaid amount required to be paid hereunder becomes immediately due and payable, anything contained herein to the contrary notwithstanding.

In the case of any Event of Default specified in Section 6.1 above (including any Event of Default specified in Section 6.1(c) hereof or Section 6.01(h) of the Supplemental Agreement) that has occurred, the Assignee may declare the entire principal amount of the unpaid Installment Payments and the accrued interest thereon and any other unpaid amount required to be paid hereunder to be due and payable immediately, and upon any such declaration said unpaid Installment Payment and any other unpaid amount required to be paid hereunder becomes immediately due and payable, anything contained herein to the contrary notwithstanding.

This Section is subject to the condition, however, that if at any time after the entire principal amount of the unpaid Installment Payments and the accrued interest thereon have been so declared due and payable, and before any judgment or decree for the payment of the money due has been obtained or entered, the City shall deposit with the Authority a sum sufficient to pay the unpaid principal amount of the Installment Payments due and payable prior to such declaration and the accrued interest thereon and any other unpaid amount required to be paid hereunder, with interest on such overdue installments at the rate or rates applicable to such unpaid principal amounts of the Installment Payments if paid in accordance with their terms, and the reasonable expenses of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire principal amount of the unpaid Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) have been cured to the satisfaction of the Authority or provision deemed by the Authority to be adequate has been made therefor, then and in every such case the Authority, by written notice to the City, may rescind and annul such declaration and its consequences; but no such rescission and annulment extends to or affects any subsequent default or shall impair or exhaust any right or power consequent thereon

SECTION 6.2. *Application of Net Revenues Upon Acceleration.* All Net Revenues upon the date of the declaration of acceleration by the Authority as provided in Section 6.1 and all Net Revenues thereafter received will be applied in the following order:

First, to the payment of the costs and expenses of the Authority, if any, in carrying out the provisions of this Article, including reasonable compensation to its agents, accountants and counsel and including any indemnification expenses;

Second, to the payment of the interest then due and payable on the entire principal amount of the unpaid Installment Payments, and, if the amount available is not sufficient

to pay in full all such interest then due and payable, then to the payment thereof ratably, according to the amounts due thereon without any discrimination or preference; and

Third, to the payment of the unpaid principal amount of the Installment Payments which has become due and payable, whether on the original due date or upon acceleration, with interest on the overdue principal and interest amounts of the unpaid Installment Payments at the rate or rates of interest then applicable to such Installment Payments if paid in accordance with their terms, and, if the amount available shall not be sufficient to pay in full all the amounts due with respect to the Installment Payments on any date, together with such interest, then to the payment thereof ratably, according to the principal amount due on such date, without any discrimination or preference; and

Fourth, to the payment of any other amount required to be paid hereunder.

SECTION 6.3. *Other Remedies on Default.* If an Event of Default occurs and is continuing, the interest rate shall increase to the Default Rate, and the Assignee has the right, at its option and without any further demand or notice, to take any one or more of the following actions:

- (a) Apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require officials of the City to charge and collect rates for services provided by the City and the Water System sufficient to meet all requirements of this Agreement.
- (b) Take whatever action at law or in equity, including specific enforcement, mandamus, or any equitable remedies available, as may be desirable and permitted by law to collect the Installment Payments then due or thereafter to become due during the Term of this Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement.

SECTION 6.4. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it is not necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 6.5. *Agreement to Pay Attorneys' Fees and Expenses.* If either party to this Agreement defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the non-defaulting party the reasonable fees and expenses of such attorneys and such other expenses so incurred. The provisions of this Section will survive the expiration of the Term of this Agreement.

SECTION 6.6. *No Additional Waiver Implied by One Waiver.* If any agreement contained in this Agreement is breached by either party and thereafter waived by the other

party, the waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

SECTION 6.7. *Liability Limited to Net Revenues.* Notwithstanding any provision of this Agreement, the City's liability to pay the Installment Payments and other amounts hereunder is limited solely to Net Revenues as provided in Article IV. If the Net Revenues are insufficient at any time to pay an Installment Payment in full, the City is not liable to pay or prepay such Installment Payment other than from Net Revenues.

SECTION 6.8. *Rights of Assignee.* Such rights and remedies as are granted to the Authority under this Article or under this Agreement shall be exercised by the Assignee, as assignee of the rights of the Authority hereunder, in accordance with the provisions of the Assignment Agreement.

ARTICLE VII

PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 7.1. *Prepayment.* The City has the right to prepay the Installment Payments, but only in the manner, at the times and in all respects in accordance with the provisions of this Article.

SECTION 7.2. *Optional Prepayment.* Subject to the provisions set forth in the Supplemental Agreement, the City has the right at its option to prepay the Installment Payments in whole or in part, on any date at a prepayment price equal to 100% of the principal balance outstanding as of the date of prepayment, plus any accrued but unpaid interest.

Notice of prepayment shall be given by the City not less than 3 calendar days prior to the prepayment date, to the Authority and the Assignee at their respective addresses set forth in Section 8.2 or at such other address as is furnished to the City in writing by the Authority or the Assignee. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Authority or the Assignee receives such notice.

If notice of prepayment is given as aforesaid, the Installment Payments shall become due and payable at the prepayment price and on the prepayment date therein designated and if, on the designated prepayment date, money for the payment of the prepayment price have been paid, then from and after the prepayment date, interest on the principal amount of the prepaid Installment Payments shall cease to accrue and become payable.

SECTION 7.3. *No Surrender of Agreement Required.* No surrender of this Agreement shall ever be required as a condition for payment or otherwise. The Authority, the City, and the Assignee agree that this Agreement shall terminate, excepting those provisions expressly surviving termination of this Agreement.

ARTICLE VIII**MISCELLANEOUS**

SECTION 8.1. *Further Assurances.* The City agrees that it will execute and deliver any and all such further agreements, instruments, financing statements or other assurances as may be reasonably necessary or requested by the Authority, the Assignee to carry out the intention or to facilitate the performance of this Agreement, including, without limitation, to perfect and continue the security interests herein intended to be created.

SECTION 8.2. *Notices.* Any notice, request, complaint, demand or other communication hereunder shall be given by first class mail, personal delivery or email or other form of electronic communication, to the party entitled thereto, at its respective address set forth below. Notice shall be effective (a) 48 hours after deposit in the United States mail, postage prepaid, (b) in the case of personal delivery to any person, upon actual receipt, and (c) upon transmission by email or other form of electronic communication. The City, the Authority and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

*If to the City
or the Authority*

City of Antioch
City Hall
200 H Street
Antioch, California 94509-1285
Attention: Finance Director
Email: _____

If to the Assignee:

Bank of the West
180 Montgomery Street
San Francisco, California 94101
Attention: Ted Neu
Email: _____

The Authority, the City and the Assignee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 8.3. *Third Party Beneficiary.* The Assignee is hereby made a third-party beneficiary under this Agreement with all rights of a third party beneficiary.

SECTION 8.4. *Governing Law.* This Agreement will be construed in accordance with and governed by the laws of the State of California.

SECTION 8.5. *Binding Effect.* This Agreement inures to the benefit of and is binding upon the Authority, the City and the Assignee, and their respective successors and assigns.

SECTION 8.6. *Severability of Invalid Provisions.* If any one or more of the provisions contained in this Agreement are for any reason be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority and the City each hereby declares that it would have entered into this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid or unenforceable.

SECTION 8.7. *Article and Section Headings and References.* The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, will be solely for convenience of reference and do not affect the meaning, construction or effect of this Agreement. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender mean and include words of the feminine and neuter genders.

SECTION 8.8. *Payment on Non-Business Days.* Whenever any payment is required to be made hereunder on a day which is not a Business Day, such payment will be made on the immediately preceding Business Day.

SECTION 8.9. *Execution of Counterparts.* This Agreement may be executed in any number of counterparts, each of which for all purposes is deemed to be an original and all of which together constitutes but one and the same instrument.

SECTION 8.10. *Waiver of Personal Liability.* No member of the City Council, officer, agent or employee of the City has any individual or personal liability for the payment of Installment Payments or Additional Payments or be subject to any personal liability or accountability by reason of this Agreement; but nothing herein contained shall relieve any such member of the City Council, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

SECTION 8.11. *Defeasance.* If and when all of the Installment Payments shall be paid in any one or more of the following ways:

- (a) by paying or causing to be paid the principal and interest with respect to the Installment Payments as and when the same become due and payable in good and indefeasible funds via check or wire transfer as may from time to time be directed by the Assignee;
- (b) with the prior written consent of the Assignee, which shall not unreasonably be withheld, by depositing with an escrow agent or other fiduciary, in trust, at or before the final stated Installment Payment Date, money which is fully sufficient to pay and discharge the Installment Payments, including all principal and interest and prepayment premium, (if any) at or before their respective Installment Payment Dates;

- (c) with the prior written consent of the Assignee, which shall not unreasonably be withheld, by depositing with an escrow agent or other fiduciary, in trust, Federal Securities in such amount as an independent certified public accountant shall determine in writing will, together with the interest to accrue thereon and without reinvestment, be fully sufficient to pay and discharge the Installment Payments, including all principal and interest and prepayment premium, (if any), at or before their respective Installment Payment Dates; or
- (d) with the prior written consent of the Assignee, which shall not unreasonably be withheld, by depositing with an escrow agent or other fiduciary, under an escrow deposit and trust agreement, security for the payment and discharge of the Installment Payments, including all principal and interest and prepayment premium (if any) in form and substance acceptable to the Authority, or its assign, in its sole discretion, said security to be applied to pay the Installment Payments, including all principal and interest and prepayment premium (if any) in full on the earliest possible date;

all obligations of the City with respect to this Agreement shall cease and terminate and this Agreement shall be discharged, except for any provision herein which expressly states that it survives termination. The City shall provide to the Authority and the Assignee at least 30 calendar days prior written notice of its intent to discharge its obligations with respect to this Agreement by satisfying the conditions of this Section, and shall provide the Authority and the Assignee with an opinion of Bond Counsel stating that (i) the deposit and application of funds under this Section does not, of itself, cause the interest components of the Installment Payments to be includable in gross income for federal tax purposes, and (ii) as a result of the deposit and application of funds under this Section, all obligations of the City with respect to this Agreement have ceased and terminated and this Agreement has been discharged.

IN WITNESS WHEREOF, the Authority and the City have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**CITY OF ANTIOCH PUBLIC FINANCING
AUTHORITY**

By: _____
Executive Director

ATTEST:

By _____
Secretary

CITY OF ANTIOCH

By: _____
City Manager

ATTEST:

By _____
City Clerk

APPENDIX A

DESCRIPTION OF PROJECT

The Brackish Water Desalination Project consists of the following components:

- New river intake pump station to replace the existing San Joaquin River intake pump station. The pump station will consist of three 8 mgd pumps (16 mgd firm capacity) each with a fish screen that meets the protective criteria of the California Department of Fish and Wildlife and National Marine Fisheries Service.
- New 3,000 foot pipeline connecting the City's existing raw water pipeline to the City's Water Treatment Plant to allow a direct connection and maximize the use of existing infrastructure
- New 6 mgd desalination facility (reverse osmosis, post-treatment systems, chemical feed and storage facilities, brine conveyance facilities, and other associated non-process facilities).
- Approximately 4.3 miles of a new brine disposal pipeline to convey discharge brine the Delta Diablo Wastewater Treatment Plant for disposal into the San Joaquin River through an existing outfall. Discharge of brine water into the San Joaquin River will result in minor local increases in salinities that are within the tolerance range of native species.

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement"), dated as of December 1, 2020, is among the CITY OF ANTIOCH PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), BANK OF THE WEST, a national banking association and existing under the laws of the United States of America, as assignee (including its successors and assigns, the "Assignee"), and the CITY OF ANTIOCH, a municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City").

BACKGROUND:

1. The City owns and operates facilities and property for the transportation, treatment and distribution of water within the service area of the City (the "Water System").

2. The City wishes to finance a portion of the costs of improvements to the Water System known as the Brackish Water Desalination Project (the "Project"), which is described more fully in Appendix A attached to the Installment Sale Agreement describe below.

3. The Authority has been formed for the purpose of assisting the City in the financing and refinancing of public capital improvements.

4. In order to provide funds to finance the a portion of the costs of Project, the Authority and the City have entered into an Installment Sale Agreement dated as of December 1, 2020 (the "Installment Sale Agreement") under which the Authority agrees to provide financing for a portion of the costs of the Project and to sell the completed Project to the City in consideration of the agreement by the City to pay the purchase price of the Project in semiannual installments (the "Installment Payments").

5. For the purpose of obtaining the moneys required to finance a portion of the costs of the Project in accordance with the terms of the Installment Sale Agreement, the Authority has agreed to assign and transfer certain of its rights under the Installment Sale Agreement to the Assignee, including but not limited to its right to receive and enforce the payment of the Installment Payments, under this Agreement.

AGREEMENT:

In consideration of the material covenants contained in this Agreement, the parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms.* All capitalized terms not otherwise defined herein have the respective meanings given those terms in the Installment Sale Agreement.

SECTION 2. *Assignment.* In consideration for the agreement of the Assignee to make Advances from time to time under the Installment Sale Agreement, subject to the terms and conditions of the Supplemental Agreement and the Installment Sale Agreement, the Authority hereby assigns to the Assignee all of the Authority's rights, title and interest

under the Installment Sale Agreement (excepting only the Authority's rights to indemnification and to payment or reimbursement of its reasonable costs and expenses under the Installment Sale Agreement), including but not limited to:

- (a) the right to receive and collect all of the Installment Payments and all of the Undrawn Fees from the City under the Installment Sale Agreement;
- (b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Project, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Project; and
- (c) the right to exercise such rights and remedies conferred on the Authority under the Installment Sale Agreement as may be necessary or convenient (i) to enforce payment of the Installment Payments, the Undrawn Fees and any amounts required to be credited to the payment or prepayment thereof, or (ii) otherwise to protect the interests of the Authority in the event of a default by the City under the Installment Sale Agreement;

The assignment made under this Section is absolute and irrevocable, and without recourse to the Authority.

SECTION 3. *Acceptance.* The Assignee hereby accepts the assignments made herein.

SECTION 4. *Representations and Warranties of the Authority.* The Authority hereby represents, warrants and covenants to and with the City and the Assignee as follows:

- (a) The Installment Sale Agreement is free and clear of all claims, liens, security interests, encumbrances of any kind or character created by, through or under the Authority, except the rights of the City thereunder, and except as contemplated in the Installment Sale Agreement. The Installment Sale Agreement is and shall remain free of all claims, liens, security interests and encumbrances arising through any act or omission of the Authority.
- (b) The Authority has complied with and performed all of its obligations under the Installment Sale Agreement and all related documents and instruments.
- (c) The Installment Sale Agreement delivered to the Assignee herewith is an original and constitutes the entire writing, obligation and agreement between the Authority and City respecting the Installment Payments and the Undrawn Fees due thereunder.

SECTION 5. *Representations and Warranties of the Assignee.* The Assignee hereby certifies, represents, warrants, acknowledges, and covenants to and with the City and the Authority as follows:

- (a) The Assignee acknowledges that the City will rely on the certifications, representations, warranties, acknowledgements, and covenants contained in this Agreement.
- (b) The Assignee is authorized to acquire an assignment of the Installment Sale Agreement as set forth herein.
- (c) The Assignee is a “qualified institutional buyer” (a “Qualified Institutional Buyer”) within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the “Securities Act”), or is an “accredited investor” as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an “Institutional Accredited Investor”).
- (d) The Assignee is not acquiring an assignment of the Installment Sale Agreement for more than one account, has no present intention to re-assign the Installment Sale Agreement, and is not acquiring an assignment of the Installment Sale Agreement with a view to distributing the Installment Sale Agreement.
- (e) The Assignee has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other obligations similar to the Installment Sale Agreement, to be capable of evaluating the merits and risks of the Installment Sale Agreement, and the Assignee is able to bear the economic risks of the Installment Sale Agreement.
- (f) The Assignee recognizes that the Installment Sale Agreement involves significant risks, that there is no established market for the Installment Sale Agreement and that none is likely to develop and, accordingly, that the Assignee must bear the economic risk of the Installment Sale Agreement for an indefinite period of time.
- (g) The Assignee is not relying upon the City or any of its employees or agents for advice as to the merits and risks of the Installment Sale Agreement. The Assignee has sought such accounting, legal and tax advice as it has considered necessary to make an informed lending decision.
- (h) The Assignee has conducted its own independent examination of, and has had an opportunity to ask questions and receive answers concerning the City, the Project, the Water System, the Gross Revenues and the Net Revenues, the Installment Sale Agreement, and the security therefor, and the transactions and documents related to or contemplated by the foregoing.

- (i) The Assignee has been furnished with all documents and information regarding the City, the Project, the Water System, the Gross Revenues and the Net Revenues, the Installment Sale Agreement, and the security therefor, and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that it has requested.
- (j) The Assignee understands that the offering and sale of the Installment Sale Agreement by the City were exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d)(1)(i) of said Rule.
- (k) The Assignee understands that the Installment Sale Agreement carries no rating from any rating service.
- (l) The Assignee understands that the Installment Sale Agreement is not registered under the Securities Act and is not registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state.
- (m) The person executing this Agreement on behalf of the Assignee is duly authorized to do so on the Assignee's behalf.

SECTION 6. *Limitations on Further Assignments.* The Assignee may resell or otherwise transfer all (but not less than all) of its interest in the Installment Sale Agreement, but only to an institution that (i) the Assignee reasonably believes is either a Qualified Institutional Buyer, or an Institutional Accredited Investor and is purchasing the Installment Sale Agreement for its own account, (ii) delivers to the City and the Authority an executed Investor Letter containing substantially the representations and warranties set forth in Section 5, and (iii) otherwise complies in all respects with the provisions of the Installment Sale Agreement regarding such sale or transfer.

SECTION 7. *Conditions to Closing.* At or prior to the Closing Date, the Assignee shall have received the documents set forth in Section 3.01 of the Supplemental Agreement, in each case satisfactory in form and substance to the Assignee.

SECTION 8. *Expenses.* The fees and disbursements of Bond Counsel, the fees and disbursements of the municipal advisor to the City or the Authority, CDIAC fees, fees of Assignee's Counsel, and other miscellaneous expenses of the City or the Authority incurred in connection with the offering and delivery of the Installment Sale Agreement shall all be the obligation of the Authority. The Assignee shall have no responsibility for any expenses associated with the Installment Sale Agreement, including, but not limited to, the expenses identified above as the obligation of the City or the Authority.

SECTION 9. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement. Separate counterparts of this Agreement may be separately executed by the Assignee and the Authority, both with the same force and effect as though the same counterpart had been executed by the Assignee and the Authority.

SECTION 10. *Binding Effect.* This Agreement inures to the benefit of and binds the Authority and the Assignee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 11. *Governing Law.* This Agreement is governed by the Constitution and laws of the State of California.

SECTION 12. *No Sovereign Immunity.* The Authority hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to this Agreement. To the extent the Authority has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the Authority hereby waives and agrees not to claim, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to this Agreement.

SECTION 13. *Arm's Length Transaction.* The transaction described in this Agreement is an arm's length, commercial transaction between the City and the Authority, on one hand, and the Assignee, on the other, in which: (i) the Assignee is acting solely as a principal (i.e., as a Assignee) and for its own interest; (ii) the Assignee is not acting as a municipal advisor or financial advisor to the City or the Authority; (iii) the Assignee has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City or the Authority with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Assignee or any of its affiliates has provided other services or is currently providing other services to the City or the Authority on other matters); (iv) the only obligations the Assignee has to the City and the Authority with respect to this transaction are set forth in this Agreement or the Installment Sale Agreement; and (v) the Assignee is not recommending that the City or the Authority take an action with respect to the transaction described in this Agreement and the other Basic Documents, and before taking any action with respect to the this transaction, the City or the Authority should discuss the information contained herein with the City's or the Authority's own legal, accounting, tax, financial and other advisors, as the City's or the Authority's deems appropriate.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the day and year first written above.

**CITY OF ANTIOCH PUBLIC FINANCING
AUTHORITY, as Assignor**

By _____
Executive Director

ATTEST:

By _____
Secretary

CITY OF ANTIOCH

By _____
City Manager

ATTEST:

By _____
City Clerk

**BANK OF THE WEST,
as Assignee**

By _____
Name _____
Title _____

SUPPLEMENTAL AGREEMENT

dated as of December 1, 2020,

among

CITY OF ANTIOCH,

CITY OF ANTIOCH PUBLIC FINANCING AUTHORITY

and

BANK OF THE WEST

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SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of December 1, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “Supplemental Agreement”), among the **CITY OF ANTIOCH**, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the “City”), the **CITY OF ANTIOCH PUBLIC FINANCING AUTHORITY**, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the “Authority”) and **BANK OF THE WEST** (the “Assignee”).

RECITALS

WHEREAS, the City owns and operates facilities and property for the transportation, treatment and distribution of water within the service area of the City (the “Water System”);

WHEREAS, the City wishes to finance a portion of the costs of improvements to the Water System known as the Brackish Water Desalination Project, which is described more fully in Appendix A attached to this Agreement (the “Project”);

WHEREAS, the Authority has been formed for the purpose of assisting the City in the financing and refinancing of public capital improvements;

WHEREAS, in order to provide interim financing for a portion of the costs of the Project, the Authority has proposed to enter into Installment Sale Agreement, dated as of December 1, 2020 (as more particularly defined herein, the “Installment Sale Agreement”) with the City under which the Authority agrees to provide financing for a portion of the costs of the Project and to sell the completed Project to the City in consideration of the agreement by the City to pay the purchase price of the Project in installments (the “Installment Payments”); and

WHEREAS, for the purpose of obtaining the moneys required to provide interim financing for a portion of the costs of the Project in accordance with the terms of the Installment Sale Agreement, the Authority has assigned and transferred certain of its rights under this Agreement to the Assignee under an Assignment Agreement, dated as of December 1, 2020 (as more particularly defined herein, the “Assignment Agreement”), among the City, the Authority and the Assignee; and

WHEREAS, in consideration of such assignment, the Assignee has agreed to provide interim financing for a portion of the costs of the Project, and as a condition to such funding, the Assignee has required the City to enter into this Supplemental Agreement.

NOW, THEREFORE, to induce the Assignee to provide interim financing for a portion of the costs of the Project, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the City, the Authority and the Assignee hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. In addition to the terms defined in the recitals and elsewhere in this Supplemental Agreement and the Installment Sale Agreement, the following terms shall have the following meanings:

“Advance” means any borrowing under the Installment Sale Agreement which is made by the Assignee to the City to finance the payment of Project Costs.

“Advance Date” means the date on which the Assignee honors a Funding Request and makes the funds requested available to the City.

“Advance Maturity Date” means the Commitment Termination Date or any earlier date on which all amounts due under the Installment Sale Agreement (including without limitation all Advances) are accelerated pursuant to Section 6.1 of the Installment Sale Agreement.

“Advance Period” means the period from the Closing Date through and including the Commitment Termination Date.

“Applicable Rate” for each Advance, means on a daily basis and on any day, a floating per annum rate of interest equal to the Margin Rate Factor multiplied by the sum of (i) 80% of the Daily LIBOR Rate for such day plus (ii) 0.60% per annum, and for the Term Loan, means on a daily basis and on any day, a floating per annum rate of interest equal to the sum of the Base Rate plus 1.50%. Upon the occurrence or during the continuance of any Event of Default under the Installment Sale Agreement, the Applicable Rate shall be equal to the Default Rate. If at any time the Applicable Rate becomes equal to the Default Rate or the Base Rate plus 1.50% per annum pursuant to the definition of Applicable Rate hereunder, the City shall also pay, as Additional Payments under the Installment Sale Agreement, all amounts as described under “Funding Loss Indemnification” of this Appendix A in accordance with the terms thereof due to such change in the interest rate. Interest shall be adjusted concurrently with any change in the Applicable Rate.

“Assignee” means Bank of the West, and its successors and assigns.

“Assignment Agreement” means the Assignment Agreement, dated as of December 1, 2020, by and among the City, the Authority and the Assignee, as it may be amended or supplemented from time to time.

“Base Rate” means a fluctuating rate per annum equal to the higher of (i) the Prime Rate and (ii) the Federal Funds Rate plus 0.50% per annum.

“Change in Law” has the meaning set forth in Section 7.03 hereof.

“City Water Obligation” means any long-term obligations to third parties in respect of borrowed moneys payable from or secured by Net Revenues, including without limitation

installment payments in connection with certificates of participation and water revenue bonds. The City Water Obligations outstanding as of the Closing Date are listed on Exhibit B hereto.

“City Water Obligation Issuing Document” means any Contract or resolution authorizing or evidencing the issuance or incurrence of any City Water Obligation.

“Contract” means any indenture, contract, agreement (other than this Supplemental Agreement), other contractual restriction, lease, mortgage, instrument, guaranty, certificate of incorporation, charter or by-law.

“Daily LIBOR Floor Rate” means the rate of 0.50% per annum

“Daily LIBOR Rate” means a fluctuating rate of interest as of and adjusted on each LIBOR Business Day that is equal from time to time the rate per annum determined by the Assignee equal to the London interbank offered rate for an interest period of one month as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for deposits in U.S. dollars with a term equivalent to such interest period appearing on the applicable page or screen at Bloomberg.com (or, in the event such rate does not appear on a Bloomberg.com page or screen, on the appropriate page or screen of such other information service that publishes such rate as shall be selected by the Assignee from time to time in its reasonable discretion) at approximately 11:00 a.m., London time on that day (or, if such day is not a LIBOR Business Day, the immediately preceding LIBOR Business Day); provided that, except as set forth below, if the Daily LIBOR Rate is less than the Daily LIBOR Floor Rate (as hereinafter defined), the “Daily LIBOR Rate” shall be deemed to be the Daily LIBOR Floor Rate; and provided, further, that the Daily LIBOR Rate may be adjusted from time to time in the Assignee’s discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs on that day (or, if such day is not a LIBOR Business Day, the immediately preceding LIBOR Business Day). Each determination by the Assignee pursuant to this definition shall be conclusive absent manifest error.

“Default” means any event or condition which with notice, passage of time or any combination of the foregoing would constitute an Event of Default.

“Default Rate” means a fluctuating rate per annum equal to the Base Rate plus 3.00%; provided that at no time shall the Default Rate exceed the Maximum Rate. The Default Rate shall be calculated on the basis of a 360-day year and actual days elapsed.

“Dodd-Frank Act” means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder.

“Event of Default” with respect to this Supplemental Agreement, has the meaning assigned to that term in Section 6.01 of this Supplemental Agreement, with respect to the Installment Sale Agreement, has the meaning assigned to that term in Section 6.1 of the Installment Sale Agreement and, with respect to any other Transaction Document, has the meaning assigned therein.

“Event of Insolvency” means, with respect to any Person, the occurrence of one or more of the following events:

- (a) the issuance, under the laws of any state or under the laws of the United States of America, of an order of rehabilitation, liquidation or dissolution of such Person;
 - (b) the commencement by or against such Person of a case or other proceeding seeking liquidation, reorganization or other relief with respect to such Person or its debts under any bankruptcy, insolvency or other similar state or federal law now or hereafter in effect, including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property or there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;
 - (c) the making of an assignment for the benefit of creditors by such Person;
 - (d) the failure of such Person to generally pay its debts as they become due;
 - (e) a debt moratorium, debt adjustment, debt restructuring or comparable restriction with respect to the payment of any indebtedness of such Person is declared or imposed by such Person or by any governmental authority having jurisdiction over such Person;
 - (f) such Person shall admit in writing its inability to pay its debts when due;
- or
- (g) the initiation of any actions to authorize any of the foregoing by or on behalf of such Person.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average (rounded upwards, if necessary to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Assignee from three Federal funds brokers of recognized standing selected by it.

“Funding Request” means any request for an Advance made by the City to the Assignee, in the form of Exhibit C hereto, executed and delivered on behalf of the City by an Authorized Representative of the City.

“Generally Accepted Accounting Principles” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the City.

“Installment Sale Agreement” means the Installment Sale Agreement, dated as of December 1, 2020, by and between the Authority and the City, as it may be amended or supplemented from time to time.

“Last Advance Request Date” means the Business Day which is three (3) Business Days immediately prior to the day of the requested Advance. If a Request for Advance is received by the Assignee prior to 8:00 a.m., California time, on any Business Day, such Business Day shall be counted towards such Business Day requirement.

“LIBOR Business Day” means a day, other than a Saturday or Sunday, on which the Assignee is open for business for the funding of corporate loans, and, with respect to the Daily LIBOR Rate, a day on which dealings are carried on in the London interbank market and banks are open for business in London.

“Margin Rate Factor” means the greater of (i) 1.0 and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) 1.26582. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business or operations of the Water System or the Water Service (including the Net Revenues generated therefrom), (b) the ability of the City to operate the Water System or furnish the Water Service as of the Closing Date or as proposed in this Supplemental Agreement, the Installment Sale Agreement or any of the other Transaction Documents to be conducted or to meet or perform its obligations under this Supplemental Agreement, the Installment Sale Agreement or any of the other Transaction Documents on a timely basis, (c) the validity or enforceability of this Supplemental Agreement, the Installment Sale Agreement or any other Transaction Document, (d) the rights or remedies of the Assignee under this Supplemental Agreement, the Installment Sale Agreement or any other Transaction Document, or (e) the exclusion of the interest components of the Installment Payments from gross income for Federal income tax purposes or the exemption of such interest components from State personal income taxes.

“Material Litigation” has the meaning assigned to such term in Section 4.05(a) of this Supplemental Agreement.

“Maximum Federal Corporate Tax Rate” means the maximum interest rate of income taxation imposed on corporations pursuant to Section 11(b) of the Tax Code, as in effect from time to time (or, if as a result of a change in the Tax Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Assignee, the maximum statutory rate of federal income taxation which could apply to the Assignee). As of the Closing Date, the Maximum Federal Corporate Tax Rate is 20%.

“Net Revenues” has the meaning assigned to such term in the Installment Sale Agreement.

“Person” means an individual, corporation, firm, association, partnership, limited liability company, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Prime Rate” means an index for a variable interest rate which is quoted, published or announced by the Assignee as its prime rate and as to which loans may be made by the Assignee at, above or below such rate.

“State” means the State of California.

“Swap Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“Tax Certificate” means the Tax Certificate of the City dated the Closing Date, as it may be amended or supplemented from time to time.

“Taxable Date” means the date as of which any interest component of the Installment Payments is first includable in the gross income of the holders (including, without limitation, any previous holders) thereof as determined pursuant to either (i) an opinion of Special Counsel, or (ii) a final decree or judgment of any federal court or a final action by the Internal Revenue Service that is delivered to the City.

“Term Loan Conversion Date” means the date on which the Advances are converted to the Term Loan pursuant to Section 2.04 hereof.

“Term Loan Maturity Date” means the date that is no later than two (2) years after the Term Loan Conversion Date, or any earlier date on which all amounts due under the Installment Sale Agreement (including without limitation the Term Loan) are accelerated pursuant to Section 6.1 of the Installment Sale Agreement.

“Transaction Documents” means this Supplemental Agreement, the Installment Sale Agreement, the Assignment Agreement and the Tax Certificate.

“Transactions” means the execution and delivery of the Transaction Documents, the providing of interim financing for a portion of the costs of the Project, the execution and delivery by the City of this Supplemental Agreement and the other Transaction Documents, the making of installment sale payments under the Installment Sale Agreement, the performance by the City of its obligations (including payment obligations) hereunder and under the Transaction Documents.

“Water Service” means the water collection, transportation, treatment, storage and delivery service furnished, made available or provided by the Water System.

Section 1.02. Construction. Unless the context of this Supplemental Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word “including” shall be deemed to mean “including but not limited to,” and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms in this Supplemental Agreement refer to this Supplemental Agreement as a whole and not to any particular provision of this Supplemental Agreement. The Section headings contained in this Supplemental Agreement and the table of contents preceding this Supplemental Agreement are for reference purposes only and shall not control or affect the construction of this Supplemental Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Supplemental Agreement unless otherwise specified. Each exhibit, schedule and annex attached hereto is incorporated by reference herein and is a constituent part of this Supplemental Agreement.

Section 1.03. Incorporation of Certain Definitions by Reference. Any capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Installment Sale Agreement.

Section 1.04. Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with Generally Accepted Accounting Principles consistently applied. In the event of changes to Generally Accepted Accounting Principles which become effective after the Closing Date, the City and the Assignee agree to negotiate in good faith appropriate revisions of this Supplemental Agreement so as to perpetuate the meaning and effect of such provisions as originally negotiated and agreed upon.

ARTICLE II FUNDING OF PROJECT COSTS

Section 2.01. Funding of Project Costs; Making of Advances. Subject to the terms and conditions of this Supplemental Agreement and the Installment Sale Agreement and in reliance upon the representations, warranties and agreements set forth herein and in the Installment Sale Agreement, including without limitation satisfaction of the conditions set forth in Section 3.02 hereof, the Assignee hereby agrees to make Advances from time to time on any Business Day during the Advance Period, in amounts not to exceed at any time outstanding the then-outstanding Available Commitment, in accordance with the procedures set forth in Section 2.02 hereof. Each Advance requested shall be in an amount equal to or greater than

\$500,000 and integral multiples of \$1 in excess thereof. The Initial Advance shall be made solely for the purpose of providing funds in the amount of \$_____ to provide funds for payment of Costs of Issuance and other Project Costs. Each Advance (other than the Initial Advance) shall be made solely for the purpose of providing funds to pay the Project Costs. The amount of any Advance made on any Advance Date shall not exceed the applicable Available Commitment (calculated without giving effect to any Advance made on such date) at 8:00 a.m. (California time) on such date. On the Commitment Termination Date, the Commitment shall terminate and the Available Commitment shall be reduced to zero.

Section 2.02. Method of Borrowing. The City hereby requests the Initial Advance in the amount of \$_____ on the Closing Date to provide funds for payment of Costs of Issuance and other Project Costs. For any Advance (other than the Initial Advance), upon receipt of a Funding Request by the Assignee not later than 8:00 a.m. (California time) on the Last Advance Request Date for such Advance, the Assignee subject to the terms and conditions of this Agreement, including without limitation, satisfaction of the conditions precedent set forth in Section 3.02 hereof, shall be required to make an Advance by 11:30 a.m. (California time) on the day of the proposed Advance for the account of the City in an amount equal to the amount of the requested Advance. With respect to any such Funding Request received by the Assignee after 8:00 a.m. (California time) on the Last Advance Request Date for such Advance, the City will be deemed to have submitted such Funding Request not later than 8:00 a.m. (California time) on the following Business Day. Any Funding Request shall be signed by an Authorized Representative. On the Closing Date, the Assignee shall deposit the Initial Advance in the City's deposit accounts with the Assignee. Each Advance (other than the Initial Advance) shall be made by the Assignee by wire transfer of immediately available funds to the City in accordance with the instructions set forth in the Funding Request. Each Advance shall be made from the Assignee's own funds. If, after examination, the Assignee shall have determined that a request for advance does not conform to the terms and conditions hereof, then the Assignee shall use its best efforts to give notice to the City to the effect that negotiation was not in accordance with the terms and conditions hereof and stating the reasons therefor. The City may attempt to correct any such nonconforming request for advance, if, and to the extent that, the City is entitled (without regard to the provisions of this sentence) and able to do so.

Section 2.03. Calculation of Interest Components of Installment Payments. The interest components of the Installment Payments shall be calculated in accordance with the following provisions set forth in this Section 2.03.

(a) Basis of Calculation. The interest components of the Installment Payments shall be calculated on the unpaid principal components of the Installment Payments, on the basis of the actual number of days elapsed in a year of 360 days, at the Applicable Rate.

(b) Funding Loss Indemnification. During any period of time in which interest on any Advance is accruing on the basis of the Daily LIBOR Rate, the City shall, upon the Assignee's request, promptly pay to and reimburse the Assignee for all costs incurred and payments made by the Assignee by reason of any future assessment, reserve, deposit or similar requirement or any surcharge, tax or fee imposed upon the Assignee or as a result of the Assignee's compliance with any directive or requirement of

any regulatory authority pertaining or relating to funds used by the Assignee in quoting and determining the Daily LIBOR Rate.

(c) Default Rate. After a default has occurred under the Installment Sale Agreement, whether or not the Assignee elects to accelerate the maturity of the Installment Sales Agreement because of such default, all Advances or the Term Loan outstanding under the Installment Sales Agreement shall bear interest at the Default Rate.

(d) LIBOR Notification. LIBOR is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the “IBA”) for purposes of the IBA setting LIBOR. As a result, it is possible that commencing in 2022, LIBOR may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurodollar Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of LIBOR. In light of such circumstances, the Assignee will notify the City, no later than November 15, 2021, of the terms of any proposed replacement rate. The City and the Assignee agree that the intent of the foregoing notice is solely to assist the City in managing its financing costs and that the Assignee shall have no liability of any kind for failure to timely provide such notice. Further, the Assignee does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to LIBOR or other rates in the definition of “Daily LIBOR Rate” or with respect to any alternative, successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of the Daily LIBOR Rate or have the same volume or liquidity as did LIBOR prior to its discontinuance or unavailability.

Section 2.04. Repayment of Advances. The principal of each Advance outstanding under the Installment Sale Agreement shall be repaid in full on the Advance Maturity Date; provided, that if the conditions to the making of the Term Loan set forth in Section 2.04 hereof are satisfied on the Advance Maturity Date, the principal of all Advances shall be paid from the proceeds of the Term Loan.

Section 2.05. Conversion of Advances to Term Loan. The City shall have the option to convert to a term loan (the “Term Loan”) any principal amount owing for all Advances outstanding under the Installment Sale Agreement on the Advance Maturity Date if the conditions set forth in the following paragraph are satisfied on the Term Loan Conversion Date. Conditions Precedent to Term Loan. The obligation of the Assignee to convert the principal amount owed for all Advances outstanding under the Installment Sale Agreement to the Term Loan shall be subject to the fulfillment of each of the following conditions precedent on or before the Term Loan Conversion Date in a manner satisfactory to the Assignee:

(a) The following statements shall be true and correct on the Term Loan Conversion Date:

(i) the representations and warranties of the City contained in the Installment Sale Agreement and in each of the other Transaction Documents and each certificate, letter, other writing or instrument delivered by the City to the Assignee pursuant to the Installment Sale Agreement or the other Transaction Documents are true and correct on and as of the Term Loan Conversion Date as though made on and as of such date; and

(ii) no Default or Event of Default under the Installment Sale Agreement has occurred and is continuing or would result from converting the Advances to the Term Loan as requested.

(b) The Assignee shall have received a certificate incorporating by reference the definitions of the capitalized terms defined in the Installment Sale Agreement, signed by an Authorized Representative and dated the Term Loan Conversion Date, to the effect that the statements set forth in subparagraph (a) above are true and correct on the Term Loan Conversion Date.

Section 2.06. Prepayment.

(a) Prepayment of Advances. The City may prepay all or any part of any Advance at any time without premium or penalty, upon three (3) Business Days' prior written notice and payment of any costs to the Assignee arising under Section 2.03(b) hereof. Upon any prepayment of an Advance, the Available Commitment shall not be reinstated and may not be reborrowed by the City. Accrued interest on all prepayments of principal to the prepayment date shall be payable on the earlier of the Advance Maturity Date or the Installment Payment Date next following the prepayment date.

(b) Prepayment of the Term Loan. The City may prepay all or any part of the Term Loan at any time without premium or penalty, upon three (3) Business Days' prior written notice. Accrued interest on all prepayments of principal to the prepayment date shall be payable on the earlier of the Term Loan Maturity Date or the Installment Payment Date next following the prepayment date.

Section 2.07. Form and Method of Payments. All payments made to the Assignee under this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents shall be made not later than 4:00 p.m. (California time) without setoff, counterclaim or other defense by wire transfer in lawful currency of the United States and in immediately available funds to the Assignee by the wire instructions set forth in Section 8.01 hereof (or at such other bank, address or account as the Assignee may designate in writing from time to time to the City). Any payment received by the Assignee later than 4:00 p.m. (California time) shall be deemed to be made on the next succeeding Business Day. If any payment required to be made by the City hereunder or under the Installment Sale Agreement or any other Transaction Document becomes due and payable on a day other than a Business Day, the due date thereof shall be extended to the next succeeding Business Day and interest thereon shall be payable at

the applicable rate during such extension. The City hereby authorizes the Assignee to charge, from time to time, against any or all of the City's deposit accounts with the Assignee any amount so due under this Supplemental Agreement, the Installment Sale Agreement or any other Transaction Document, including, but not limited to, account #[_____] maintained with the Assignee. Notwithstanding this authorization, the City shall be in default for nonpayment as provided in the Installment Sale Agreement until and unless the default is cured by payment, whether initiated by the Assignee or by the City.

Section 2.08. Net Payments. All such payments will be made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein (but excluding any tax imposed on the overall net income of the Assignee pursuant to the laws of the jurisdiction (or any political subdivision or taxing authority thereof or therein) in which the principal office of the Assignee is located) and all interest, penalties or similar liabilities with respect thereto (collectively, "Taxes"); provided, however, that the City shall have no liability with respect to any Taxes which are imposed on the Assignee that is a foreign banking institution pursuant to the laws of the jurisdiction (or any political subdivision or taxing authority thereof or therein) in which the principal office of the Assignee is located, unless (i) the Assignee is entitled to benefits of an income tax treaty with the United States that provides for an exemption from United States withholding tax on interest and other amounts payable to the Assignee pursuant to the terms of this Supplemental Agreement, the Installment Sale Agreement or any other Transaction Document, or (ii) all interest and other amounts payable to the Assignee pursuant to the terms of this Supplemental Agreement, the Installment Sale Agreement or any other Transaction Document will be effectively connected with the conduct by the Assignee of a trade or business within the United States. If any Taxes are so levied or imposed, the City agrees to pay the full amount of such Taxes and such additional amounts as may be necessary so that every payment of all amounts due hereunder or under the Installment Sale Agreement or the other Transaction Documents, after withholding or deduction for or on account of any Taxes, will not be less than the amount provided for herein or in the Installment Sale Agreement or the other Transaction Documents. The City will deliver to the Assignee within 45 days after the date the payment of any Taxes is due pursuant to applicable law certified copies of tax receipts evidencing such payment by the City. To the extent permitted by law, the City will indemnify and hold harmless the Assignee, and reimburse the Assignee upon written request, for the amount of any Taxes so levied or imposed and paid by the Assignee.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01. Closing Conditions. The Assignee has agreed to provide interim financing for a portion of the costs of the Project pursuant to the Installment Sale Agreement in reliance upon the representations, warranties and agreements of the City contained herein, and in reliance upon the representations, warranties and agreements of the City, the Authority to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the City of its obligations hereunder as of the Closing Date. Accordingly, the Assignee's obligations under this Supplemental Agreement to provide interim financing for a

portion of the costs of the Project shall be conditioned upon the performance by the City of its obligations to be performed hereunder and under such documents and instruments on or prior to the Closing Date, and shall also be subject to the following additional conditions, including the delivery by the City of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Assignee and its counsel; *provided that*, unless set forth in a separate section of this Supplemental Agreement or in a Transaction Document other than this Supplemental Agreement, the City's obligation to satisfy any condition under this Section 3.01 shall exist only until the Closing Date and shall cease thereafter:

(a) The following Authority documents:

(i) A copy of the resolution of the Authority approving the execution and delivery of the Transaction Documents to which the Authority is a party, approving the form of the Transaction Documents to which it is not a party and the other matters contemplated hereby and thereby, certified by the Secretary of the Authority as being true and complete and in full force and effect on the Closing Date.

(ii) Certified copies of the Authority's joint exercise of powers agreement, notice of a joint powers agreement filed with the Secretary of State and roster of public agencies filing and acknowledgment from the Secretary of State.

(iii) A certificate by the Secretary of the Authority certifying the names and signatures of the persons authorized to sign, on behalf of the Authority, the Transaction Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder.

(b) The following City documents:

(i) A copy of the resolution of City Council of the City approving the execution and delivery of the Transaction Documents to which the City is a party, approving the form of the Transaction Documents to which it is not a party and the other matters contemplated hereby and thereby, certified by the City Clerk as being true and complete and in full force and effect on the Closing Date.

(ii) A certificate by the City Clerk certifying the names and signatures of the persons authorized to sign, on behalf of the City, the Transaction Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder.

(c) The following financing documents:

(i) An executed original of each of the Transaction Documents (including without limitation an Installment Sale Agreement and an Assignment Agreement that include the terms set forth on Exhibit A hereto).

(ii) Certificates signed by an authorized representative of the City and an authorized representative of the Authority, respectively, stating that on and as of the Closing Date, copies of each of the Transaction Documents to which it is a party furnished to the Assignee are true, correct and complete copies of such documents, such documents were duly issued, adopted or executed and delivered, have not been modified, amended or rescinded and are in full force and effect on and as of the Closing Date, and such other customary matters as the Assignee may reasonably request.

(iii) A certificate signed by an authorized representative of the City, stating that on and as of the Closing Date (i) all requirements and preconditions to the execution and delivery of the Transaction Documents shall have been satisfied; (ii) the City has complied with all agreements and covenants and satisfied all conditions stated in this Supplemental Agreement on its part to be performed or satisfied at or prior to the Closing Date; (iii) each representation and warranty on the part of the City contained in this Supplemental Agreement and the other Transaction Documents is true and correct as though made on and as of such date, (iv) no Default or Event of Default under the Installment Sale Agreement has occurred and is continuing or would result from the execution or performance of this Supplemental Agreement or the other Transaction Documents to which the City is a party; and (v) and such other customary matters as the Assignee may reasonably request.

(iv) A certificate of the Authority, signed by an authorized representative of the Authority, stating that on and as of the Closing Date (i) the representations and warranties of the Authority contained in the Transaction Documents to which the Authority is a party are correct on and as of the Closing Date as though made on and as of such date; (ii) no Default or Event of Default under the Installment Sale Agreement has occurred and is continuing, or would result from the Authority's execution and performance of any of the Transaction Documents to which the Authority is a party; (iii) all conditions precedent to the execution and delivery of the Transaction Documents to which the Authority is a party are correct have been satisfied; and (iv) and such other customary matters as the Assignee may reasonably request.

(v) Evidence that no CUSIP number has been assigned to this financing, this financing is not rated, and that the Assignee's right, title and interest in and to the Assignment Agreement shall be in a single denomination, and shall not be divisible or transferable except to a bank, financial institution or a qualified investor.

(vi) Evidence of the City's maintenance of insurance required by Section 5.3 (Insurance) of the Installment Sale Agreement.

(vii) The most recent adopted budget of the Water System and the audited financial statements of the Water System for the fiscal years ended June 30, 2019, 2018 and 2017 and a copy of the City's investment policies.

(viii) True and correct copies of any and all governmental approvals necessary for the City and the Authority to enter into this Supplemental Agreement and the City and the Authority to enter into the other Transaction Documents to which it is a party and the transactions contemplated thereby and hereby and not otherwise covered by Section 3.01(a)(i) or Section 3.01(b)(i) hereof.

(ix) Written confirmation from the City that the only outstanding City Water Obligations, as of the Closing Date, other than the Installment Sale Agreement, are listed on Exhibit B hereto.

(x) Such other certifications as to matters of fact, due authorization, execution and delivery by the parties thereto of the Transaction Documents, evidence of corporate authority, copies of governmental consents, permits, licenses and approvals, and other documents as shall be reasonably requested by the Assignee, and the form and substance of any order or other official action granting any consent, permit, license or approval shall be satisfactory to the Assignee.

(d) The following opinions, addressed to the Assignee or on which the Assignee is otherwise expressly authorized to rely:

(i) From counsel to the Authority, as to the due authorization, execution and delivery of each of the Transaction Documents to which it is a party, their validity, binding effect and enforceability, and such other customary matters as the Assignee may reasonably request.

(ii) From counsel to the City, as to the due authorization, execution and delivery of each of the Transaction Documents to which it is a party, their validity, binding effect and enforceability, and such other customary matters as the Assignee may reasonably request.

(iii) From Special Counsel, in customary form, an approving opinion to the effect that the Transaction Documents have been duly authorized and validly executed and delivered, that the interest components of the Installment Payments will not be included in gross income of the holders thereof for federal or state tax purposes, as the validity of the pledge of Net Revenues and the priority of the lien provided for in the Installment Sale Agreement and as to such other customary matters as the Assignee may reasonably request.

(e) Other conditions:

(i) Each representation and warranty contained in this Supplemental Agreement and the other Transaction Documents is true and correct.

(ii) No Default or Event of Default under the Installment Sale Agreement has occurred and is continuing or would result from the execution or

performance of this Supplemental Agreement or the other Transaction Documents.

(iii) Since the most current date of the information, financial or otherwise, supplied by the City to the Assignee, there has been no change in the assets, liabilities, financial position or results of operations of the Water System or the Water Service (including the Net Revenues generated therefrom) which might reasonably be anticipated to cause a Material Adverse Effect and the City has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.

(iv) The Assignee shall be reasonably satisfied that the fee of the California Debt and Investment Advisory Commission shall have been paid and that payment will be made promptly after demand therefor after the Closing Date of the Assignee's fees and expenses (including outside counsel legal fees) incurred in connection with the Transactions.

(v) All other legal matters pertaining to the execution and delivery of each of the Transaction Documents shall be reasonably satisfactory to the Assignee and its counsel.

(vi) The Assignee shall have completed all due diligence with respect to the Water System, the Water Service, the Net Revenues, the Authority, the City and the Transaction Documents in scope and determination satisfactory to the Assignee.

(f) Such other instruments, documents and opinions as the Assignee shall reasonably require to evidence and secure the obligations of the City under this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents and to comply with the provisions of this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents and the requirements of any governmental authority to which the Assignee, the City or the Authority are subject.

Section 3.02. Conditions Precedent to Each Advance. The obligation of the Assignee to make an Advance on any date is subject to the following conditions precedent:

(a) Other than for the Initial Advance, the City shall have delivered to Bank a Funding Request signed by an Authorized Representative not later than 8:00 a.m. (California time) on the Last Advance Request Date for such Advance.

(b) At the time any Advance is to be made and as a result thereof, immediately thereafter, all representations and warranties of the City set forth in Article II of the Installment Sale Agreement are true and correct as though made on the date of such Funding Request and on the date of the proposed Advance and no Default or Event of Default under the Installment Sale Agreement shall have occurred and be continuing.

(c) The Commitment and the obligation of the Bank to make Advances hereunder shall not have terminated pursuant to Section 6.4 of the Installment Sale Agreement.

(d) The aggregate amount of the Advance requested pursuant to the Funding Request does not exceed the Available Commitment.

Unless the City shall have otherwise previously advised the Assignee in writing, delivery to the Assignee of a Funding Request shall be deemed to constitute a representation and warranty by the City that on the date of such Funding Request and on the date of the proposed Advance each such condition is satisfied.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

All representations and warranties made herein to the Assignee or incorporated herein for the benefit of the Assignee are made with the understanding that the Assignee is relying upon the accuracy of such representations and warranties. Notwithstanding that the Assignee may conduct its own investigation as to some or all of the matters covered by the representations and warranties in this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents, and any certificates, information, opinions or documents delivered in connection herewith and therewith, the Assignee is entitled to rely on all representations and warranties as a material inducement to the Assignee's extension of the credit evidenced by this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents. All representations and warranties made herein to the Assignee or incorporated herein for the benefit of the Assignee shall survive the making of and shall not be waived by the execution and delivery of this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents.

Section 4.01. Existence and Power. The City is a general law city and municipal corporation duly organized, validly existing and in good standing under the Constitution and laws of the State and has the corporate power and authority to operate the Water System and furnish the Water Service and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary.

Section 4.02. Due Authorization.

(a) The City has the corporate power, and has taken all necessary corporate action to authorize this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents to which it is a party, to execute, deliver and perform its obligations under this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents to which it is a party in accordance with their respective

terms. The City has approved the form of the Transaction Documents to which it is not a party.

(b) The City is duly authorized and licensed to conduct its business and activities under all laws, rules, regulations and ordinances applicable to the City, its business and activities (including the Water System), and the City has obtained all requisite approvals of all such governmental authorities required to be obtained for such purposes. All authorizations and approvals necessary for the City to enter into this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents and to perform the transactions contemplated hereby and thereby and to conduct its business activities (including operation of the Water System and furnishing the Water Service) have been obtained and remain in full force and effect and are subject to no further administrative or judicial review. No other authorization or approval or other action by, and no notice to or filing with, any governmental authority is required for the due execution, delivery and performance by the City of this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents to which it is a party.

Section 4.03. Valid and Binding Obligations. This Supplemental Agreement, the Installment Sale Agreement and each of the other Transaction Documents to which the City is a party has been duly executed and delivered by one or more duly authorized officers of the City and are legal, valid and binding obligations of the City enforceable in accordance with their respective terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 4.04. Noncontravention; Compliance with Law.

(a) The execution, delivery and performance of this Supplemental Agreement, the Installment Sale Agreement and each of the other Transaction Documents in accordance with their respective terms do not and will not (i) require any consent or approval of any creditor of the City, (ii) violate any applicable law, (iii) conflict in any material respect with, result in a material breach of or constitute a material default under any Contract to which the City is a party or by which it or any of its property may be bound or (iv) result in or require the creation or imposition of any lien upon or with respect to any property now owned or hereafter acquired by the City except such liens, if any, expressly created by any Transaction Document.

(b) The City is in compliance with all applicable laws, except for noncompliance that, singly or in the aggregate, has not caused and could not reasonably be expected to cause a Material Adverse Effect or an adverse effect on the City's ability to perform its obligations hereunder or under the Installment Sale Agreement or under the other Transaction Documents.

Section 4.05. Pending Litigation and Other Proceedings. There are no actions, suits or proceedings pending nor are there any actions, suits or proceedings threatened against the City

or any property of the City in any court or before any arbitrator of any kind or before or by any governmental or nongovernmental body, which, in any case, (i) directly or indirectly relates to the Water System or the Water Service or the enforceability of this Supplemental Agreement, the Installment Sale Agreement or any of the other Transaction Documents; or (ii) may have a Material Adverse Effect (any of the foregoing being herein referred to as “Material Litigation”).

Section 4.06. Financial Statements. The balance sheet of the City as of June 30 of the most recently completed Fiscal Year of the City and the related statement of revenues and expenses and changes in financial position for such Fiscal Year and the auditors’ reports with respect thereto, copies of which have heretofore been furnished to the Assignee pursuant to Section 5.01(a) hereof, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the Water System and the Water Service (including the Net Revenues generated therefrom) at such dates and for such periods, and were prepared in accordance with Generally Accepted Accounting Principles consistently applied. Since the period of such statements, there has been no change which would have a Material Adverse Effect.

Section 4.07. Defaults. No Default or Event of Default under the Installment Sale Agreement has occurred and is continuing or exists.

Section 4.08. Insurance. The City currently maintains insurance of such type and in such amounts or in excess of such amounts as are required by Section 5.3 (Insurance) of the Installment Sale Agreement and as are customarily carried by, and insures against such risks as are customarily insured against by, public agencies with similar activities.

Section 4.09. Accuracy of Information. All information, reports and other papers and data furnished by the City to the Assignee were, at the time the same were so furnished, complete and correct in all material respects and insofar as necessary to give the Assignee a true and accurate knowledge of the subject matter and were provided in expectation of the Assignee’s reliance thereon in providing interim funding to pay Project Costs. No fact is known to the City which has had or, so far as the City can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the budget and financial statements previously furnished to the Assignee or in other such information, reports, papers and data or otherwise disclosed in writing to the Assignee prior to the Closing Date. Any financial, budget and other projections furnished to the Assignee by the City or its agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the Closing Date, represent the City’s best estimate of its future financial performance. No document furnished by the City or its agents nor any representation, warranty or other written statement made by the City or its agents to the Assignee in connection with the negotiation, preparation or execution of this Supplemental Agreement, the Installment Sale Agreement or any of the other Transaction Documents contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

Section 4.10. Environmental Matters. The City has reviewed the effect of Environmental Laws on the business, operations and properties of the Water System and the Water Service (including the Net Revenues generated therefrom), and has identified and evaluated associated liabilities and costs (including, without limitation, any capital or operating expenditures required for clean up or closure of properties presently or previously owned or operated, any capital or operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by law or as a condition of any license, permit or contract, and related constraints on operating activities, including any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted there at and any actual or potential liabilities to third parties, including employees, and any related costs and expenses). On the basis of this review, the City has reasonably concluded that it has not failed to comply with any Environmental Laws in a manner which may reasonably be expected to have a Material Adverse Effect.

Section 4.11. Security. The Installment Payments and the Assignee Additional Payments are secured by a pledge of and second charge and lien on and pledge of the Net Revenues under the Installment Sale Agreement subordinate only to the pledge of and charge and lien on and pledge of the Net Revenues securing the Senior Debt. No filing, registering, recording or publication of the Installment Sale Agreement or any other instrument is required to establish such pledge under the Installment Sale Agreement or to perfect, protect or maintain such liens created thereby on the Net Revenues. There are no obligations of the City that are entitled to a prior lien on the Net Revenues relative to the charge and lien on the Net Revenues under the Installment Sale Agreement other than the Senior Debt. The only obligations of the City entitled to a parity lien on the Net Revenues relative to the charge and lien on the Net Revenues under the Installment Sale Agreement are Parity Debt permitted to be issued in compliance with Section 5.7 (Issuance of Parity Debt) of the Installment Sale Agreement. The only obligations of the City entitled to a subordinate lien on the Net Revenues relative to the charge and lien on the Net Revenues under the Installment Sale Agreement are Subordinate Obligations permitted to be issued in compliance with Section 5.6 (Superior and Subordinate Obligations) of the Installment Sale Agreement. The City has not entered into any Swap Contract under which a termination payment would be required to be paid from any portion of the Net Revenues on basis senior to or on a parity with the charge and lien on the Net Revenues under the Installment Sale Agreement.

Section 4.12. Tax-Exempt Status. The City has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other Person, which action, if taken or omitted, would adversely affect the exclusion of the interest components of the Installment Payments from gross income for Federal income tax purposes or the exemption of such interest components from State personal income taxes.

Section 4.13. Sovereign Immunity. The City does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under this Supplemental Agreement, the Installment Sale Agreement or any of the other Transaction Documents to which it is a party. To the extent the City has or hereafter may acquire under any applicable law any right to immunity from set-off or legal proceedings on the grounds of sovereignty, the City hereby waives, to the fullest extent permitted by law, such rights to immunity for itself in respect

of its obligations arising under or related to this Supplemental Agreement, the Installment Sale Agreement or the other Transaction Documents to which it is a party.

Section 4.14. Investment Policies. The City has delivered to the Assignee a true and correct copy of its investment policies. All investments of the City have been and are made substantially in accordance with its investment policies. Only the City Council of the City may amend, rescind or otherwise modify its investment policies.

Section 4.15. Usury. The terms of this Supplemental Agreement and the Transaction Documents regarding the calculation and payment of interest and fees do not violate any applicable usury laws.

Section 4.16. Budget. The annual operating budget of the Water System and any supplements thereto for the current Fiscal Year, a true and correct copy of which has been delivered to the Assignee, fairly presents the anticipated income and expenses of the Water System and the Net Revenues for such Fiscal Year.

Section 4.17. Water System. The City has maintained the Water System in good working order and repair, and there have been no changes to and no event has occurred which has had, or may result in, a Material Adverse Effect.

ARTICLE V

COVENANTS OF THE CITY

So long as any Installment Payments, any Additional Payments or other amounts required to be paid under the Installment Sale Agreement or any obligation of the City hereunder or under the Transaction Documents remains unpaid or unperformed, the City shall comply with the following covenants hereunder and as additional covenants under the Installment Sale Agreement, unless waived in writing by the Assignee:

Section 5.01. Reporting Requirements. The City shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Water System and the Water Service (including the Net Revenues generated therefrom) in accordance with Generally Accepted Accounting Principles consistently applied, and will furnish to the Assignee each of the following:

- (a) as soon as available, and in any event within 210 days after the close of each Fiscal Year of the City, the financial statements of the Water System and the Water Service (including the Net Revenues generated therefrom) which shall be audited and reported on without qualification by independent certified public accountants reasonably acceptable to the Assignee and shall be certified to the City by such accountants as (i) having been prepared in accordance with Generally Accepted Accounting Principles consistently applied, (ii) fairly presenting the financial condition of the Water System and the Water Service (including the Net Revenues generated therefrom) as at the end of such Fiscal Year and reflecting its operations during such Fiscal Year and (iii) showing all material liabilities, direct or contingent, and disclosing the existence of any off-balance sheet transactions, and shall include, without limitation, balance sheets, profit and loss

statements and statements of cash flows, together with notes and supporting schedules, all on a consolidated and consolidating basis and in reasonable detail and including a copy of any management letter or audit report provided to the City by such auditors, accompanied by a certificate from an authorized representative of the City substantially in the form described in subparagraph (b);

(b) simultaneously with the delivery of each set of financial statements referred to in (a) above, a certificate signed by an authorized representative of the City stating that (i) under his/her supervision the City has made a review of its activities during the preceding annual period for the purpose of determining whether or not the City has complied with all of the terms, provisions and conditions of this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents (including without limitation, Section 4.4 (Installment Payments), Section 4.5 (Undrawn Fees), Section 4.6 (Pledge and Application of Net Revenues), Section 4.7 (Establishment of Rate Stabilization Fund), Section 4.9 (Additional Payments), Section 5.5 (Rates and Charges), Section 5.6 (Superior and Subordinate Obligations) or Section 5.7 (Issuance of Parity Debt) of the Installment Sale Agreement) and (ii) to the best of his/her knowledge the City is not in Default in the performance or observance of any of the terms, covenants, provisions or conditions of this Supplemental Agreement, the Installment Sale Agreement or any of the Transaction Documents, or if the City shall be in Default, such certificate shall specify each such Default, the nature and status thereof and any remedial steps taken or proposed to correct each such Default;

(c) as soon as available and in any event within 60 days after adoption, the annual operating budget of the Water System for such Fiscal Year; and

(d) such other information respecting the business, properties or the condition or operations, financial or otherwise, of the Water System and the Water Service (including the Net Revenues generated therefrom) as the Assignee may from time to time reasonably request.

Section 5.02. Notices. The City shall provide to the Assignee:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes a Default or an Event of Default;

(b) prompt written notice of any Material Litigation; and

(c) prompt written notice of any event which has or is reasonably anticipated to have a Material Adverse Effect.

Section 5.03. Access to Property and Books, Records and Accounts. The City shall permit the duly authorized representatives of the Assignee during the City's normal administrative business hours, to enter the premises of the City, or any parts thereof, to examine and copy the City's books, records and accounts with respect to the Water System and the Water Service (including the Net Revenues generated therefrom), and to discuss the affairs, finances, business and accounts of the Water System and the Water Service (including the Net Revenues

generated therefrom) with the members of the City Council of the City and the City's officers and employees.

Section 5.04. Further Assurances. The City shall, and shall cause the Authority to, upon the request of the Assignee, from time to time, execute and deliver and, if necessary, file, register and record such further financing statements, amendments, continuation statements and other documents and instruments and take such further action as may be reasonably necessary to effectuate the provisions of this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents. Except to the extent it is exempt therefrom, the City will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Supplemental Agreement, the Installment Sale Agreement, the other Transaction Documents and such instruments of further assurance.

Section 5.05. Maintenance of Existence. The City shall preserve and maintain its existence as a general law city and municipal corporation duly organized and existing under the Constitution and the laws of the State, and its rights, franchises and privileges material to the operation of the Enterprise and shall not, without the prior written consent of the Assignee, initiate proceedings to reorganize, merge or consolidate with or into any Person, wind up, liquidate or dissolve its affairs (or suffer any liquidation or dissolution) or convert, sell, assign, transfer, lease or otherwise dispose of (or agree to do any of the foregoing at any future time), whether in one transaction or a series of transactions, all or substantially all of its property or assets.

Section 5.06. Environmental Compliance. The City shall comply with all Environmental Laws applicable to the construction, ownership or use of the Enterprise and will cause, to the extent possible, its tenants and other Persons occupying or using its facilities to comply with such Environmental Laws, will timely pay or cause to be paid all costs and expenses incurred in such compliance, and will keep or cause to be kept all of its facilities free and clear of any liens imposed pursuant to such Environmental Laws, unless the same are being contested in good faith and by appropriate legal proceedings and such contest shall operate to stay the material adverse effect of any such non-compliance.

Section 5.07. Swap Termination Payments. The City shall not enter into any Swap Contract under which a termination payment would be required to be paid from any portion of the Collateral on a basis senior to or on a parity with the lien on the Net Revenues securing the Installment Payments.

Section 5.08. Sovereign Immunity. The City agrees not to assert any defense of sovereign immunity, if available, in any proceeding initiated by the Assignee to enforce any of the obligations of the City hereunder or under the Installment Sale Agreement or the other Transaction Documents. To the extent that the City has or hereafter may acquire under any applicable law any right to immunity from set off or legal proceedings, including but not limited to a writ of mandamus ordering a levy of taxes by the City, on the grounds of sovereignty or otherwise, the City, to the extent permitted by law, hereby irrevocably waives such rights to

immunity for itself and agrees not to invoke any defense of immunity in respect of its obligations arising under or related to this Supplemental Agreement, the Installment Sale Agreement or the other Transaction Documents.

Section 5.09. No Priority Claim. The City shall not incur, assume or permit any pledge, lien, charge or encumbrance on any portion of Net Revenues with a claim to payment of higher priority than the claim of the Installment Payments and the Assignee Additional Payments other than the Senior Debt.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an “Event of Default” hereunder and an additional Event of Default under the Installment Sale Agreement entitling the Assignee to the rights and remedies available under the Installment Sale Agreement, unless waived in writing by the Assignee:

(a) the City fails to comply with the requirements of (i) any provision of this Supplemental Agreement (not otherwise enumerated in another Event of Default) and such failure shall remain unremedied for 30 days after receipt of written notice of such failure from the Authority or the Assignee (as assignee of the Authority); or (ii) Section 4.4 (Installment Payments), Section 4.5 (Undrawn Fees), Section 4.6 (Pledge and Application of Net Revenues), Section 4.7 (Establishment of Rate Stabilization Fund), Section 4.9 (Additional Payments), Section 5.5 (Rates and Charges), Section 5.6 (Superior and Subordinate Obligations) or Section 5.7 (Issuance of Parity Debt) of the Installment Sale Agreement;

(b) the City defaults (i) in the payment of any amount when due in respect of any City Water Obligation, or (ii) under any City Water Obligation Issuing Document and continuance of such default beyond the period of grace, if any, allowed with respect thereto; or the occurrence of any act or omission by the City under any such City Water Obligation Issuing Document which results in such City Water Obligation becoming, or being capable of becoming, immediately due and payable or being terminated early or being subject to early termination;

(c) this Supplemental Agreement, the Installment Sale Agreement or any of the other Transaction Documents or any material provision of this Supplemental Agreement, the Installment Sale Agreement or any of the other Transaction Documents shall at any time, for any reason, cease to be the legal, valid and binding obligation of the City or the Authority or shall cease to be in full force and effect, or shall be declared to be unenforceable, invalid or void, or the validity or enforceability thereof shall be contested by the City or the Authority, or the City or the Authority shall renounce the same or deny that it has any further liability hereunder or thereunder, or any court of competent jurisdiction or other governmental authority with jurisdiction to rule on the validity of any provision of this Supplemental Agreement, the Installment Sale Agreement or any of

the other Transaction Documents shall find or rule that this Supplemental Agreement, the Installment Sale Agreement or any of the other Transaction Documents are not valid or not binding on the City or the Authority;

(d) the City or the Authority is dissolved or its existence is terminated;

(e) any representation or warranty made or deemed made by the City herein or by the Authority or the City in any Transaction Document or in any certificate, financial or other statement furnished by the City or the Authority pursuant to this Supplemental Agreement, the Installment Sale Agreement or any other Transaction Document shall prove to have been inaccurate, misleading or incomplete in any material respect when made or deemed made;

(f) the occurrence of a Taxable Date;

(g) the long-term unenhanced ratings assigned to any City Water Obligation shall be withdrawn or suspended or otherwise unavailable for credit-related reasons or reduced below Baa3 by Moody's, BBB- by S&P or BBB- by Fitch;

(h) an Event of Insolvency shall occur with respect to the City or the Authority; or

(i) any funds or investments on deposit in, or otherwise to the credit of, the Water Fund or any of the other funds or accounts established under the Installment Sale Agreement shall become subject to any writ, judgment, warrant or attachment, execution or similar process.

ARTICLE VII

INDEMNIFICATION; COSTS, EXPENSES AND TAXES

Section 7.01. Indemnification. In addition to any and all other rights of reimbursement, indemnification, subrogation and other similar rights pursuant to this Supplemental Agreement, the Installment Sale Agreement, the other Transaction Documents or under law or equity, the City hereby covenants and agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Assignee and its affiliates, officers, directors, employees, representatives and agents (each, an "Indemnatee") from and against any and all claims, causes of action, judgments, fines, penalties, damages, losses, liabilities, and expenses whatsoever (including reasonable attorneys' fees) which may be incurred by an Indemnatee or which may be claimed against an Indemnatee by any Person whatsoever by reason of or directly or indirectly in connection with any of the Transactions; provided that the City shall not be required to indemnify an Indemnatee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnatee as determined in a final, non-appealable judgment. Such amounts shall be payable by the City as Additional Payments under the Installment Sale Agreement. Nothing under this Section 7.01 is intended to limit the City's payment of its obligations under this Supplemental Agreement, the Installment Sale Agreement or the other Transaction Documents.

Section 7.02. Costs, Expenses and Taxes. The City shall pay, as Additional Payments under the Installment Sale Agreement, to the Assignee within thirty (30) days after demand: (a) the reasonable fees and out of pocket expenses for counsel to the Assignee in connection with the execution and delivery of this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents; (b) if an Event of Default shall have occurred, all costs and expenses of the Assignee in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Supplemental Agreement, the Installment Sale Agreement, the other Transaction Documents and such other documents which may be delivered in connection therewith; (c) the reasonable fees and out of pocket expenses for counsel or other reasonably required consultants to the Assignee in connection with advising the Assignee as to its rights and responsibilities under this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents or in connection with responding to requests from the City for approvals, consents, amendments and waivers; and (d) any fee set forth in Section 4.4(f) of the Installment Sale Agreement. In addition, if at any time any governmental authority shall require revenue or other documentary stamps or any other tax in connection with the execution or delivery of this Supplemental Agreement, the Installment Sale Agreement or the other Transaction Documents, then, if the City lawfully may pay for such stamps, taxes or fees, the City shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and the City agrees to save the Assignee harmless from and against any and all liabilities with respect to or resulting from any delay or omission of the City in paying, such stamps, taxes and fees hereunder.

Section 7.03. Increased Costs. If, after the Closing Date, any change in applicable law, treaty, regulation, guideline or directive or the adoption of any law, treaty, regulation, guideline or directive, or any interpretation of any of the foregoing by any authority charged with the administration or interpretation thereof or any central bank or other fiscal, monetary or other authority having jurisdiction over the Assignee or the transactions contemplated by this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents (whether or not having the force of law) (each, a “Change in Law”), or compliance by the Assignee therewith, shall: (i) subject the Assignee to any tax, charge, fee, deduction or withholding of any kind with respect to this Supplemental Agreement, the Installment Sale Agreement, the other Transaction Documents or the payment by the City of Installment Payments, Additional Payments or other amounts under the Transaction Documents, or any amount paid or to be paid by the Assignee with respect to this Supplemental Agreement, the Installment Sale Agreement, the other Transaction Documents or the payment by the City of Installment Payments, Additional Payments or other amounts under the Transaction Documents (other than any tax measured by or based upon the overall net income of the Assignee); (ii) impose, modify or deem applicable any reserve, premium, special deposit or similar requirements against any assets held by, deposits with or for the account of, or loans, lines of credit or commitments by, an office of the Assignee; (iii) change the basis of taxation of payments due the Assignee in respect of this Supplemental Agreement, the Installment Sale Agreement, the other Transaction Documents or the payment by the City of Installment Payments, Additional Payments or other amounts under the Transaction Documents (other than a change in taxation of the overall net income of the Assignee); or (iv) impose upon the Assignee any other condition with respect to such amount paid or payable to or by the Assignee or with respect to this Supplemental Agreement, the Installment Sale Agreement, the other Transaction Documents or the payment by the City of Installment Payments, Additional Payments or other

amounts under the Transaction Documents, and the result of any of the foregoing is to increase the cost to the Assignee of receiving payments by the City of Installment Payments, Additional Payments or other amounts under the Transaction Documents, or to reduce the amount of any payment (whether of principal, interest or otherwise) receivable by the Assignee or to require the Assignee to make any payment on or calculated by reference to the gross amount of any sum received by it, in each case by an amount which the Assignee in its reasonable judgment deems material, then: (x) the Assignee shall, after making a determination to impose increased costs as a result of the occurrence of any of the foregoing, notify the City of such determination in writing; (y) after giving notice of such determination, the Assignee shall also deliver to the City a certificate stating the change which has occurred or the reserve requirements or other costs or conditions which have been imposed on the Assignee or the request, direction or requirement with which they have complied together with the date thereof, the amount of such increased cost, reduction or payment and the way in which such amount has been calculated, including a reasonably detailed calculation and the Assignee's determination of such amounts, absent fraud or manifest error, shall be conclusive; and (z) the City shall pay to the account of the Assignee, from time to time as specified by the Assignee but not later than 30 days after notice and demand to the City, such an amount or amounts as will compensate the Assignee for such additional cost, reduction or payment, together with interest on such amount from, but including, the day specified by the Assignee for payment at the Default Rate. Such amounts shall be payable by the City as Additional Payments under the Installment Sale Agreement.

In addition to the foregoing, if after the Closing Date the Assignee shall have determined that any Change in Law regarding capital adequacy or liquidity, or compliance by the Assignee therewith, has or would have the effect of reducing the rate of return on the capital or liquidity of the Assignee to a level below that which the Assignee could have achieved but for such Change in Law (taking into consideration the policies of the Assignee with respect to capital adequacy or liquidity) by an amount deemed by the Assignee to be material, or affects or would affect the amount of capital or liquidity required or expected to be maintained by the Assignee or any corporation controlling the Assignee by an amount deemed by the Assignee to be material, as a consequence of its obligations hereunder or with respect to the Transaction Documents, then the City shall be obligated to pay or cause to be paid to the account of the Assignee from time to time as specified by the Assignee, but not later than 30 days after notice and demand to the City, such additional amount or amounts as will compensate the Assignee for such reduction or capital or liquidity increase with respect to any period for which such reduction or capital or liquidity increase was incurred, together with interest on such amounts from, but including, the day specified by the Assignee for such payment at the Default Rate. Such amounts shall be payable by the City as Additional Payments under the Installment Sale Agreement. A certificate setting forth in reasonable detail such reduction in the rate of return on capital or liquidity, or such capital or liquidity increase, of the Assignee as a result of any event mentioned in this paragraph shall be submitted by the Assignee to the City and such certificate shall, in the absence of manifest error, be conclusive as to the amount thereof.

The protections of this Section shall be available to the Assignee regardless of any possible contention of invalidity or inapplicability of the law, regulation or condition which has been imposed. Notwithstanding the foregoing (x) all requests, rules, guidelines or directives in connection with the Dodd-Frank Act shall be deemed to be a Change in Law, regardless of the date enacted, adopted or issued and (y) all requests, rules, guidelines or directives promulgated

by: (1) the Bank for International Settlements, (2) the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or (3) any governmental authority shall be deemed a Change in Law regardless of the date enacted, adopted or issued.

Section 7.04. Late Payment. Any Installment Payment, Additional Payment or any other amount required to be paid under the Installment Sale Agreement or hereunder which shall not be paid by the City when due and payable under the Installment Sale Agreement or hereunder shall accrue interest until the same shall be paid at a rate equal to the Default Rate, and the City hereby agrees to pay such amounts to the Assignee upon demand.

Section 7.05. Survival. The obligations of the City under this Article VII shall survive the payment in full of the Installment Payments, the Additional Payments and the other amounts required to be paid under the Installment Sale Agreement and the termination of the Transaction Documents.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Payment Account. Unless charged by the Assignee against the City's deposit accounts with the Assignee as authorized below, all amounts payable to the Assignee under the Installment Sale Agreement or hereunder shall be transferred to the following account of the Assignee, or such other account as may be subsequently designated by the Assignee in writing to the City:

Bank of the West
 13300 Crossroads Pkwy North
 City of Industry, CA 91746
 ABA #: 121100782
 Account Name: Commercial Loan Servicing
 Account #: 239855-332
 Ref: City of Antioch – Obligor #[] (Closed on 12/[]/20)
 Attention: Katherine Mendoza

The City hereby authorizes the Assignee to charge, from time to time, against any or all of the City's deposit accounts with the Assignee with respect to which the Assignee has an authorization agreement from the City for ACH debits therefrom, any amount payable to the Assignee as the assignee of the Authority under the Assignment Agreement. Notwithstanding this authorization, the City shall be in default for nonpayment as provided in the Installment Sale Agreement until and unless the default is cured by payment, whether initiated by the Assignee or by the City.

Section 8.02. Amendments. No amendment or waiver of any provision of this Supplemental Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 8.03. Severability. The provisions of this Supplemental Agreement are intended to be severable. If any provision of this Supplemental Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 8.04. Governing Law; Consent To Jurisdiction; Waiver Of Jury Trial.

(a) This Supplemental Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State.

(b) The City, the Authority and the Assignee each hereby consents to and submits to in personam jurisdiction and venue in a court of record in the State of California located in the City and County of San Francisco or in the United States District Court for the Northern District of California located in the City and County of San Francisco. The City, the Authority and the Assignee each asserts that it has purposefully availed itself of the benefits of the laws of the State of California and waives any objection to in personam jurisdiction on the grounds of minimum contacts, waives any objection to venue, and waives any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents. Regardless of whether the party's actions took place in the State of California or elsewhere in the United States, this submission to jurisdiction is nonexclusive, and does not preclude either party from obtaining jurisdiction over the other in any court otherwise having jurisdiction.

(c) The City, the Authority and the Assignee, to the fullest extent permitted by law, hereby waives its respective right to a trial by jury in any legal proceeding arising out of or relating to this Supplemental Agreement or any other Transaction Document or the transactions contemplated hereby or thereby. The City, the Authority and the Assignee each warrants and represents that such waiver has been intentionally, knowingly and voluntarily made, following consultation with its legal counsel. If the waiver of jury trial as set forth in this Section shall be declared void or unenforceable, each of the City, the Authority and the Assignee agrees to refer the dispute to a judicial referee in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure.

Section 8.05. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated by this Supplemental Agreement, the Installment Sale Agreement or the other Transaction Documents (including in connection with any amendment, waiver or other modification hereof or of any other Transaction Document), the City and the Authority each acknowledges and agrees that: (a) (i) the arranging, structuring and other services regarding this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents provided by the Assignee are arm's length commercial transactions between the City and the Authority, on the one hand, and the Assignee on the other hand, (ii) the City and the Authority have each consulted its own legal, accounting, regulatory and tax advisors

to the extent it has deemed appropriate, and (iii) the City and the Authority are each capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents; (b)(i) the Assignee is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the City or the Authority, or any other Person and (ii) the Assignee does not have any obligation to the City or the Authority with respect to the transactions contemplated by this Supplemental Agreement, the Installment Sale Agreement or the other Transaction Documents, except those obligations expressly set forth herein and therein; and (c) the Assignee may be engaged in a broad range of transactions that involve interests that differ from those of the City or the Authority, and the Assignee does not have any obligation to disclose any of such interests to the City and the Authority. To the fullest extent permitted by applicable laws, the City and the Authority each hereby waives and releases any claims that it may have against the Assignee with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated by this Supplemental Agreement, the Installment Sale Agreement and the other Transaction Documents.

Section 8.06. Counterparts. This Supplemental Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 8.07. Successors and Assigns. This Supplemental Agreement is a continuing obligation and shall be binding upon the City the Authority, and their permitted successors and assigns and shall inure to the benefit of the Assignee and its permitted successors, transferees and assigns. The City and the Authority may not assign or otherwise transfer or delegate any of their respective rights or obligations hereunder or under the other Transaction Documents without the prior written consent of the Assignee. The Assignee may, in accordance with applicable law, from time to time and without the consent of the City or the Authority or any other Person assign, sell or transfer in whole or in part, this Supplemental Agreement and any of its rights or interests hereunder and all or any part of its interest in the Transaction Documents, subject to the limitations set forth in the Assignment Agreement. In addition, the Assignee may at any time pledge or grant a security interest in all or any portion of its rights under the Transaction Documents to secure obligations of the Assignee, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release the Assignee from any of its obligations hereunder or substitute any such pledgee or assignee for the Assignee as a party hereto.

[Signatures begin on the following page]

[Signature page of Supplemental Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed and delivered as of the date first above written.

CITY OF ANTIOCH

By: _____
Name:
Title:

CITY OF ANTIOCH PUBLIC FINANCING
AUTHORITY

By: _____
Name:
Title:

BANK OF THE WEST

By: _____
Name:
Title:

Exhibit A

Installment Sale Agreement and Assignment Agreement Terms

1. (a) Closing Date: December [], 2020
- (b) Commitment Amount: \$15,000,000; amounts drawn and repaid shall not reinstate.
- (c) Term: The Line of Credit will expire on June 30, 2022.
- (d) Commitment Fee: 0.325% per annum on the undrawn portion of the Commitment Amount calculated on the basis of a 360-day year and actual days elapsed. Commitment Fees are payable quarterly in arrears.
- (e) Calculation of Interest Components of Installment Payments: The interest components of the Installment Payments shall be calculated as set forth in the Supplemental Agreement. Interest on Advances shall be payable quarterly in arrears. Interest on the Term Loan shall be payable semiannually in arrears.
- (f) Principal Components of Installment Payments: The principal components of the Installment Payments as of any date shall be equal to the aggregate amounts advanced by the Assignee pursuant to Funding Requests under Section 3.5 of the Installment Sale Agreement, less any amount of such principal which has previously been prepaid by the City.
- (g) Term Loan: Advances remaining unpaid as of June 30, 2022 shall be converted to a two year Term Loan as provided in the Supplemental Agreement. The Term Loan will amortize in equal semiannual payments.
- (h) Termination: The City may terminate the Line of Credit at any time upon three (3) Business Days' prior written notice, subject to prepayment in full of drawn amounts and payment of any other amounts then owing to the Bank.
- (i) Prepayment: As provided in the Supplemental Agreement.
- (j) Financial Covenants:
 - (1) Rates and Charges: 1.25x coverage
 - (2) Additional Debt: Parity Debt only upon 1.25x Maximum Annual Debt Service coverage (assumed ten year amortization of the Line of Credit at prevailing ten-year municipal tax-exempt rates); no Senior Debt other than Senior Debt
- (k) Additional Covenants under Installment Sale Agreement: Includes Covenants under this Supplemental Agreement.

- (l) Additional Representations and Warranties of City under Installment Sale Agreement: Includes Representations and Warranties of City under this Supplemental Agreement.
- (m) Events of Default under the Installment Sale Agreement: Includes Events of Default under this Supplemental Agreement.
- (n) Tax Exemption: An opinion from Special Counsel as to the exclusion of the interest components of the Installment Payments from gross income of the holders thereof for Federal income tax purposes and the exemption of such interest components from State personal income taxes.
- (o) Other Installment Sale Agreement Terms: No CUSIP number and in a single denomination; not rated; right to accelerate upon an Event of Default.
- (p) Assignability/Transferability: Not divisible or transferable except to a bank, financial institution or a qualified investor.

Exhibit B

City Water Obligations

[Insert]

Exhibit C

Form of Funding Request

Bank of the West
 13300 Crossroads Pkwy North
 City of Industry, CA 91746
 Attention: Commercial Loan Servicing
 Email: CLSServicing@bankofthewest.com

Bank of the West
 180 Montgomery Street
 San Francisco, California 94104
 Attention: Ted Neu
 Email: ted.neu@bankofthewest.com

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the City of Antioch (the "City"), pursuant to Section 3.5 of the Installment Sale Agreement, dated as of December 1, 2020 (together with any amendments or supplements thereto, the "Installment Sale Agreement"), by and between the City and the City of Antioch Public Financing Authority (the "Authority"), and Sections 2.02 and 3.02 of the Supplemental Agreement, dated as of December 1, 2020 (together with any amendments or supplements thereto, the "Supplemental Agreement"), by and among the City, the Authority and Bank of the West (the "Assignee") (the terms defined therein being used herein as therein defined), hereby requests that the Assignee make an Advance under the Installment Sale Agreement in a principal amount not exceeding the then-outstanding Available Commitment, and in that connection sets forth below the following information relating to such Advance (the "Proposed Advance"):

1. The aggregate amount of the Proposed Advance is \$_____;
2. The Proposed Advance is requested to be funded on _____ (the "Advance Date"), which date is a Business Day during the Advance Period and which date is at least three (3) Business Days after the Bank's receipt of this Funding Request;
3. The aggregate amount of the Proposed Advance shall be used solely for the payment of Project Costs;
4. The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Advance, at the time the Proposed Advance is to be made and as a result thereof, immediately thereafter: (a) all representations and warranties of the City contained in the Installment Sale Agreement are true and correct as though made on the date hereof and on the Advance Date; and (b) no Default or Event of Default under the Installment Sale Agreement shall have occurred and be continuing on the date hereof and on the Advance Date; and

5. The proposed Advance shall be made by the Assignee by wire transfer of immediately available funds to the City in accordance with the instructions set forth below:

[Insert wire instructions]

IN WITNESS WHEREOF, the City has executed and delivered this Funding Request this ____ day of _____, ____.

CITY OF ANTIOCH

By: _____
Name:
Title:

Exhibit D

Form of Request for Termination or Reduction

Bank of the West
 13300 Crossroads Pkwy North
 City of Industry, CA 91746
 Attention: Commercial Loan Servicing
 Email: CLSServicing@bankofthewest.com

Bank of the West
 180 Montgomery Street
 San Francisco, California 94104
 Attention: Ted Neu
 Email: ted.neu@bankofthewest.com

Ladies and Gentlemen:

Re: Installment Sale Agreement dated as of December 1, 2020

The City of Antioch (the "City"), through its undersigned, an Authorized Representative, hereby certifies to Bank of the West (the "Assignee"), with reference to the Installment Sale Agreement, dated as of December 1, 2020 (together with any amendments or supplements thereto, the "Installment Sale Agreement"), by and between the City and the City of Antioch Public Financing Authority (the terms defined therein and not otherwise defined herein being used herein as therein defined):

[(1) The City hereby requests a reduction of the Available Commitment from [insert amount as of the date of Certificate] to [insert new amount], such reduction to be effective on _____.]

OR

[(1) The City hereby requests the termination of the Commitment and the reduction of the Available Commitment to zero in accordance with the Agreement.]

IN WITNESS WHEREOF, the City has executed and delivered this Request for Termination or Reduction this ____ day of _____, ____.

CITY OF ANTIOCH

By: _____
 Name:
 Title:

Exhibit E

Form of Notice of Permanent Reduction

City of Antioch
City Hall
200 H Street
Antioch, California 94509-1285
Attention: Finance Director
Email: _____

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 3.5(c) of the Installment Sale Agreement, dated as of December 1, 2020 (together with any amendments or supplements thereto, the "Installment Sale Agreement"), by and between the City of Antioch and the City of Antioch Public Financing Authority, the Available Commitment is reduced from [insert amount as of the date of Certificate] to [insert new amount], such reduction to be effective on _____.

IN WITNESS WHEREOF, we have executed and delivered this Notice of Permanent Reduction as of the ____ day of _____, 20__.

BANK OF THE WEST

By: _____
Name:
Title:

Exhibit F

Form of Notice of Termination at the Request of the City

City of Antioch
 City Hall
 200 H Street
 Antioch, California 94509-1285
 Attention: Finance Director
 Email: _____

Ladies and Gentlemen:

We refer to the Installment Sale Agreement, dated as of December 1, 2020 (together with any amendments or supplements thereto, the "Installment Sale Agreement"), by and between the City of Antioch and the City of Antioch Public Financing Authority. Any term below which is defined in the Agreement shall have the same meaning when used herein.

Pursuant to Section 3.5(d) of the Installment Sale Agreement, we hereby notify you that:

1. The Available Commitment is hereby reduced to zero and will no longer be reinstated; and
2. The Commitment is hereby terminated and the Assignee has no further obligation to make Advances under the Installment Sale Agreement.

IN WITNESS WHEREOF, we have executed and delivered this Notice of Termination at the Request of the City as of the ____ day of _____, 20__.

BANK OF THE WEST

By: _____
 Name:
 Title:

Exhibit G

Form of Notice of Termination Upon Event of Default

City of Antioch
 City Hall
 200 H Street
 Antioch, California 94509-1285
 Attention: Finance Director
 Email: _____

Ladies and Gentlemen:

We refer to the Installment Sale Agreement, dated as of December 1, 2020 (together with any amendments or supplements thereto, the "Installment Sale Agreement"), by and between the City of Antioch and the City of Antioch Public Financing Authority. Any term below which is defined in the Agreement shall have the same meaning when used herein.

We hereby notify you that an Event of Default has occurred under Section ____ of the Installment Sale Agreement. As a result, unless and until you have been advised otherwise by us:

1. The Available Commitment [has been automatically]/[is hereby] reduced to \$0.00 and will no longer be reinstated; and

2. The Commitment [has been automatically]/[is hereby] terminated and the Assignee has no further obligation to make Advances under the Installment Sale Agreement.

[3. All unpaid Installment Payments and the accrued interest thereon and any other unpaid amount required to be paid under the Installment Sale Agreement are immediately due and payable.]

IN WITNESS WHEREOF, we have executed and delivered this Notice of Termination Upon Event of Default as of the ____ day of _____, 20__.

BANK OF THE WEST

By: _____
 Name:
 Title:

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 24, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Cole Huber LLP

APPROVED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Adoption of a Resolution Rescinding Resolution No. 2018/93, Approving the Initiative to Restrict Development in Portions of the Sand Creek Focus Area, Approve a Development Agreement for "The Ranch" Project in that Area, and Allow Amendment of the Urban Limit Line by Voter Approval Only

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution rescinding Resolution No. 2018/93, approving the Initiative to restrict development in portions of the Sand Creek Focus Area, approve a development agreement for "The Ranch" Project in that area, and allow amendment of the urban limit line by voter approval only (the "**Ranch Initiative**").

FISCAL IMPACT

There is no fiscal impact associated with the proposed action.

DISCUSSION

On July 24, 2018, following a staff report by former Interim City Attorney Derek Cole, the City Council, under Elections Code sections 9215(b), adopted Resolution 2018/93, approving the Ranch Initiative. The City Council took these actions in lieu of calling an election on the initiative.

Two petitioners challenged the City Council's adoption of Resolution 2018/93 in two legal actions, *Oak Hill Park Company v. City of Antioch et al.*, Contra Costa Superior Court Case No. N18-2228, and *Zeka Ranch One, LLC et al. v. City of Antioch et al.*, Contra Costa Superior Court Case No. N18-2232 (collectively, the "Legal Actions"). On December 19, 2019, the Contra Costa Superior Court issued a Peremptory Writ of Mandate, adopting a final order determining the City Council's adoption of the Ranch Initiative was improper and directing the City Council to rescind its adoption.

To achieve compliance with the Superior Court's directive, the City Council must rescind Resolution 2018/93. A resolution rescinding this resolution is attached as **Attachment**

A. The rescission will formally recognize that the City Council's July 24, 2018 approval of the Ranch Initiative is of no further legal effect.

Following the adoption of this Resolution, the City will file a legal document called a "return," which will allow the Court to discharge its Writ of Mandate. The Superior Court's discharge of the writ will formally end the Legal Actions regarding the City Council's 2018 resolution concerning the Ranch Initiative.

As the City Council will recall, the proponent of the Richland Initiative sought and obtained approval of land use entitlements this past summer for its Ranch Project. The City Council's rescission of its 2018 resolution does not affect its recent approval of the Ranch Project.

ATTACHMENTS

- A. Resolution
Exhibit 1 to the Resolution – Resolution 2018/93
- B. Writ of Mandate
- C. Summary of Ordinance No. 2146-C-S

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
RESCINDING RESOLUTION 2018/93, APPROVING AND ENACTING THE
INITIATIVE TO RESTRICT DEVELOPMENT IN PORTIONS OF THE SAND CREEK
FOCUS AREA, APPROVE A DEVELOPMENT AGREEMENT FOR "THE RANCH"
PROJECT IN THAT AREA, AND ALLOW AMENDMENT OF THE URBAN LIMIT LINE
BY VOTER APPROVAL ONLY**

WHEREAS on July 3, 2018, the City Clerk issued a certificate determining that the Initiative to Restrict Development in Portions of the Sand Creek Focus Area, Approve a Development Agreement for "The Ranch" Project in that Area, and Allow Amendment of the Urban Limit Line by Voter Approval Only (the "**Ranch Initiative**"), qualified for the ballot;

WHEREAS on July 24, 2018, the City Council, invoking Elections Code sections 9215(b), adopted Resolution 2018/93, approving the Ranch Initiative in lieu of calling an election on the initiative;

WHEREAS two petitioners challenged the City Council's adopted Resolution 2018/93 in two legal actions, *Oak Hill Park Company v. City of Antioch et al.*, Contra Costa Superior Court Case No. N18-2228, and *Zeka Ranch One, LLC et al. v. City of Antioch et al.*, Contra Costa Superior Court Case No. N18-2232 (collectively, the "**Legal Actions**"); and

WHEREAS on December 16, 2019, the Contra Costa Superior Court issued a Peremptory Writ of Mandate, a true and correct copy of which is attached as **Attachment B** to this Resolution ("Writ of Mandate"), adopting a final order determining the City Council's adoption of the Ranch Initiative was improper as a matter of law and directing the City Council to rescind its adoption and call an election on the Ranch Initiative.

NOW, THEREFORE, BE IT RESOLVED that to achieve compliance with the Contra Costa Superior Court's directive to the City Council in the Writ of Mandate, the City Council of the City of Antioch does hereby rescind Resolution 2018/93.

BE IT FURTHER RESOLVED the City Council directs the City Attorney or designee to file a Return to the Writ of Mandate and to attach to the City's Return a true and correct copy of this Resolution to demonstrate compliance with and to seek the discharge of the Writ of Mandate.

* * * * *

RESOLUTION NO. _____

[DATE], 2020

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 ____ day of _____ 2020 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

RESOLUTION NO. 2018/93

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND ENACTING THE INITIATIVE TO RESTRICT DEVELOPMENT IN
PORTIONS OF THE SAND CREEK AREA, APPROVE A DEVELOPMENT
AGREEMENT FOR "THE RANCH" PROJECT IN THAT AREA, AND ALLOW
AMENDMENT OF THE URBAN LIMIT LINE BY VOTER APPROVAL ONLY**

WHEREAS the City Clerk has issued a certificate verifying that proponents of the above-referenced Initiative Petition have timely submitted petitions containing the required number of signatures pursuant to the Elections Code to qualify for an election; and

WHEREAS the City Council has determined to approve the Initiative rather than call an election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, in accordance with Elections Code section 9215(a), hereby adopts the Initiative, attached and incorporated by reference to this Resolution as "Exhibit A", without alteration.

BE IT FURTHER RESOLVED that the City Clerk is directed to give notice of approval of the Initiative's amendments to the Antioch Municipal Code and Antioch General Plan as required by law.

* * * * *

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 24th day of July 2018 by the following vote:

AYES: Council Members Wilson, Thorpe, Tiscareno, Ogorchock and Mayor Wright

NOES: None

ABSENT: None



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

OFFICE OF THE CITY CLERK



CERTIFICATE OF SUFFICIENCY OF PETITION

I, Arne Simonsen, CMC, City Clerk of the City of Antioch, County of Contra Costa, State of California hereby certify that:

The petition entitled "Initiative To Restrict Development in Portions of the Sand Creek Area, Approve a Development Agreement for "The Ranch" Project in That Area, and Allow Amendment of the Urban Limit Line by the Voter Approval Only" was filed with the City Clerk Department on June 4, 2018;

That said petition consists of 276 sections;

That each section contains signatures purportedly to be signatures of qualified electors of the City of Antioch, California;

That attached to this petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between when the purported qualified electors signed this petition;


That the affidavit stated his or her own qualification, that he or she had solicited upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own information and belief, each signature was the genuine signature of the person whose name is purports to be;

That after the proponents filed this petition and based on the County of Contra Costa Registrar of Voters' Signature Verification Certificate, I have determined the following facts regarding this petition:

1. Total number of signatures filed by proponent raw count:	<u>7,978</u>
2. Total number of signatures Checked:	<u>7,455</u>
3. Number of signatures found sufficient:	<u>5,156</u>
4. Number of signatures found insufficient:	<u>2,299</u>
5. Number of signatures not checked:	<u>523</u>
6. Total number of signature required:	<u>5,111</u>

Based on the above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Antioch this 3rd day of July, 2018.


Arne Simonsen, CMC
City Clerk
City of Antioch

Registration Section
925.335.7800
925.335.7838 fax
voter.services@vote.cccounty.us

Contra Costa County
Clerk-Recorder-Elections Department
555 Escobar Street
Martinez, CA 94553



Joseph E. Canclamilla
County Clerk-Recorder
and Registrar of Voters

Scott Konopasek
Assistant County Registrar

July 2, 2018

Ame Simonsen
City Clerk
City of Antioch
200 H Street
Antioch CA 94509

Re: Initiative To Change General Plan Designations Within The Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line.

Dear Ame,

On June 12, 2018 we received your letter requesting a full count of the petition named above. Upon the completion of the full count the number of valid signatures is 5,682. A detailed breakdown is attached.

The petition is not a public record and may not be examined by anyone other than the public officer or public employees who have the duty of receiving, examining or preserving the petitions. Pursuant to Election Code section 17200 the petition must be kept eight months after the final examination of the petition.

If you have any questions please contact Jackie St. George, Election Processing Supervisor, of Contra Costa County at Jackie.stgeorge@vote.cccounty.us or call 925.335.7810.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jessica Datangel".

Jessica Datangel
Elections Services Specialist

RECEIVED

APR 27 2018

CITY OF ANTIOCH
CITY CLERKINITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS
OF THE CITY OF ANTIOCH

The people of the City of Antioch do ordain as follows:

SECTION 1: TITLE.

The title of this Initiative is "West Sand Creek Tree, Hillside, and Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative." It may be referred to in the General Plan and otherwise as "West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative." It is designated interchangeably in the text herein as the "Initiative," "Measure," or "Ordinance."

SECTION 2: INITIATIVE AREA.

This Initiative applies to approximately 1,852 acres of land bounded by Black Diamond Mines Regional Preserve to the west, East Bay Regional Park District lands and the City border to the south, Deer Valley Road to the east, and existing residential development to the north ("Initiative Area" or "West Sand Creek"), as shown in Exhibit A ("Initiative Area Property Map") and described in Exhibit B ("Initiative Area Legal Description"). The Initiative Area is comprised of lands within the voter-approved Urban Limit Line ("ULL") that are appropriate only for restricted development ("Restricted Development Area"), as shown in Exhibit C ("Restricted Development Area Property Map") and described in Exhibit D ("Restricted Development Area Legal Description"), and lands that are appropriate for limited development ("Limited Development Area"), as shown in Exhibit E ("Limited Development Area Property Map") and described in Exhibit F ("Limited Development Area Legal Description").

SECTION 3: PURPOSES AND FINDINGS.

A. Purposes. The purposes of this Initiative are as follows:

The Initiative was circulated and enacted in part to preserve and protect trees, ridgelines, hillsides, and open space areas throughout the Sand Creek Focus Area west of Deer Valley Road. The Initiative was also circulated and enacted to (1) protect, reaffirm, and strengthen the existing boundaries of the ULL by ensuring in perpetuity that the ULL may only be changed by a vote of the people of Antioch; (2) preserve agriculture, grasslands, and open space within the ULL; (3) preserve and protect the Sand Creek corridor as permanent open space; (4) allow for the development of the flatter portion of the land commonly known "The Ranch" as a master planned residential community that thoughtfully balances future development with respect for the site's substantial natural features and provides extraordinary community amenities for the citizens of Antioch including the preservation of substantial open space, creation of new recreation and park land, public access with perimeter trails within The Ranch, substantial funding for local high school sports and performing arts facilities, creation of new housing and retail choices, improved public safety (fire and police) facilities and services, and infrastructure improvements to improve traffic circulation and traffic safety and allow quicker access to Antioch hospitals. The Initiative accomplishes these objectives by amending provisions of the City of Antioch General Plan ("General Plan") applicable to the Initiative Area to establish two overlay land use designations, consisting of the "Restricted Development Area," which applies to the hillier and more environmentally-sensitive lands west of Deer Valley Road (approximately 1,244 acres), and the "Limited Development Area," which applies to the flatter and less environmentally-sensitive lands west of Deer Valley Road (approximately 608 acres). The Initiative would thus directly protect nearly 70% of the land in the Sand Creek Focus Area west of Deer Valley Road. The Restricted Development Area provides low-density rural residential housing and preserves agriculture, grasslands, and open space in the vast majority of West Sand Creek. The Limited Development Area allows a range of single-family housing types, including executive estate housing, age-restricted housing for seniors, suburban single-family detached housing for families or for seniors, as well as commercial uses, public and quasi-public uses, and substantial open space.

B. Findings. The people of the City of Antioch find and declare:

This Initiative will protect and enhance the Antioch's unique character and quality of life by:

1. Preserving and protecting trees, hillsides, and open space areas in the Initiative Area.
2. Prohibiting development on all ridgelines in the Initiative Area.
3. Preserving and protecting the Sand Creek corridor as permanent open space accessible to the public.
4. Requiring developers to donate a site for a future fire station at Deer Valley Road and Sand Creek Road to service southeast Antioch.
5. Requiring the developer of The Ranch to donate at least \$1,000,000 in additional funding to the Antioch Unified School District ("District") for local high school sports facilities and performing arts facilities at Deer Valley High School through the payment by the developer of \$1,000 per unit of new residential development within the Limited Development Area to be paid prior to the issuance of each certificate of occupancy.
6. Providing road widening and improvements to promote and increase safety on Deer Valley Road.
7. Providing road improvements to allow quicker access to Antioch hospitals for emergency vehicles and residents.
8. Requiring developers to provide substantial community amenities including parks, trails, road improvements, and public safety facilities and services.
9. Protecting, reaffirming, and strengthening the City's ULL by ensuring that the ULL may only be changed by a vote of the people of Antioch.
10. Preserving and protecting long-planned housing opportunities on flatter land within the ULL responsive to the existing and future needs of Antioch to serve a range of family incomes and household types for all

economic segments of the population by ensuring that the City's growth occur only in areas appropriate for development within the ULL.

11. Ensuring that such responsible development is compatible with the surrounding area, protects sensitive habitat and resources, and contributes a fair share towards public safety and the resolution of regional traffic circulation issues.
12. Providing a pedestrian-friendly, amenity rich community that focuses on open space, parks, and trails to facilitate resident and visitor access to natural and historical experiences both on- and off-site in the East Bay Regional Park District system.
13. Providing a Village Center adjacent to Deer Valley Road and across from the Kaiser Permanente Antioch Medical Center.
14. Providing significant economic development in Antioch through the creation of hundreds of new construction and permanent jobs.
15. Providing extraordinary community amenities for the citizens of Antioch including the preservation of substantial open space, creation of new recreation and park land, creation of new housing and retail choices, improved public safety, and needed traffic and other infrastructure improvements.
16. Amending the City of Antioch General Plan and Municipal Code and adopting a Development Agreement to allow development of a portion of The Ranch, located within the ULL on the land commonly known as The Ranch property ("Property"), upon the issuance of future non-legislative approvals by the City. The Ranch (collectively, "Project") would include:
 - approximately 1,177 new homes including a mix of low-density and medium-density single-family and age-restricted active-adult;
 - a mixed-use retail village across from Kaiser Permanente Antioch Medical Center;
 - land for a new fire station adjacent to the new retail village;
 - developer-funded contributions to a Community Services District to fund additional police, public safety, and code enforcement;
 - approximately twenty-two (22) acres of new public parks and six (6) miles of publicly-accessible trails;
 - Transportation improvements, including the connection of Sand Creek Road from Dallas Ranch Road to Deer Valley Road, with no use of City funds;
 - protection of approximately 44% of the site as parks, open space, and trails;
 - protection of all on-site ridgelines; and
 - protection of approximately 98% of all on-site trees.
17. Amending the General Plan Land Use Element (map and text) to change the base land use designations of the Restricted Development Area from "Golf Course Community/Senior Housing/Open Space," "Hillside and Estate Residential," "Estate and Executive Residential/Open Space," and "Open Space" to "Rural Residential, Agriculture, Open Space" and of the Limited Development Area from "Golf Course Community/Senior Housing/Open Space" and "Hillside and Estate Residential" to "Estate Residential," "Low Density Residential," "Medium Low Density Residential," "Medium Density Residential," "Convenience Commercial," "Mixed Use," "Public/Quasi Public," and "Open Space."
18. Amending the General Plan Circulation Element (map and text) to reflect the proposed alignment of Sand Creek Road and its connection between Dallas Ranch Road to the north and Deer Valley Road to the southeast.
19. Amending the Zoning Code (text and map) to rezone the Limited Development Area from Study District (S) to Planned Development (P-D). The P-D zoning would include special development standards for development within the Limited Development Area.
20. Approving a Development Agreement, consistent with California law, to bring certainty and establish, for the next twenty (20) to thirty (30) years, the land use planning and zoning requirements applicable to the Property and assure the applicant of vested rights to develop the Project.
21. This Initiative is consistent with (and shall at all times be interpreted to be consistent with) the objectives and policies of the General Plan as amended by this Initiative, and would affirmatively promote the objectives and policies of the General Plan.
22. This Initiative specifically promotes and implements numerous General Plan provisions, including all of the following, among others:
 - Objective 3.5.2.1 Maintain competent and efficient fire prevention and emergency fire, medical, and hazardous materials response services with first responder capability in order to minimize risks to life and property.
 - Objective 3.5.3.1 Maintain an active police force, while developing programs and police facilities that are designed to enhance public safety and protect the citizens of Antioch by providing an average response time to emergency calls of between seven and eight minutes from the time the call is received to the time an officer arrives.

- Objective 3.5.7.1 A system of park, recreational, and open space lands of sufficient size and in the appropriate locations, including provision of a range of recreational facilities, to serve the needs of Antioch residents of all ages.
 - Objective 8.9.1 Maintain a system of parks, specialized recreational facilities, and natural open spaces of sufficient size and variety and in the appropriate locations to serve the needs of Antioch residents of all ages.
 - Objective 8.10.1 Provision of an adequate number of fire stations, along with fire fighting personnel and equipment to protect Antioch residents and businesses.
 - Objective 8.11.1 Reduce the risk of crime and provide security to Antioch residents and businesses through maintenance of an adequate force of police personnel, physical planning strategies, and a high level of public awareness and support for crime prevention.
 - Objective 8.13.1 Ensure that the expansion of public facilities occurs in an equitable manner such that new development pays for all of the infrastructure and public facilities required to support the development without impacting levels of service provided to existing residents and businesses.
 - Objective 10.3.1 Maintain, preserve and acquire open space and its associated natural resources by providing parks for active and passive recreation, trails, and by preserving natural, scenic, and other open space resources.
 - Objective 10.5.1 Minimize the impacts of development located adjacent to natural areas, preserved in open space, and protected environmental resources.
23. The Zoning Code amendments adopted through this Initiative are consistent with the General Plan as amended by this Initiative.
24. The Development Agreement implements, promotes, and is consistent with the General Plan's goals, objectives, policies, and programs. It does so in the same manner as the General Plan Amendments (as defined below). In addition, the Development Agreement confirms the extraordinary public benefits provided for in the General Plan Amendments, which include substantial open space and trails, parks, a fire station site, a new four-lane arterial roadway (Sand Creek Road) to connect the existing terminus of Dallas Ranch Road to the existing terminus of Sand Creek Road at Deer Valley Road immediately south of the Kaiser Permanente Antioch Medical Center, and at least \$1,000,000 in donations from the developer of The Ranch to the District for high school sports facilities and performing arts facilities.
25. Development of The Ranch would be subject to the California Environmental Quality Act (Cal. Pub. Res. Code § 21000 *et seq.* and 14 Cal. Code Regs. § 15000 *et seq.*) (collectively, "CEQA") and any mitigation measures developed pursuant to CEQA ensure full mitigation of any significant environmental impacts of the Project.
26. For all of the foregoing reasons, this Initiative serves the public health, safety, and general welfare of the City and the citizens of Antioch.

SECTION 4: DEFINITIONS AND CONVENTIONS.

A. As used in this Initiative:

"**Development Agreement**" means the Development Agreement enacted as part of this Initiative pursuant to the authority of Government Code sections 65864 *et seq.*, including section 65867.5 specifying that a development agreement is a legislative act that shall be approved by ordinance ("DA"), and attached as Exhibit G.

"**Development Agreement Area**" means The Ranch Property that is subject to the vested rights granted in the Development Agreement and depicted in DA Exhibit 1.

"**Effective Date**" means the date this Initiative takes effect, which shall be on the earliest date legally possible. Notwithstanding anything contained in this Initiative to the contrary and subject to the requirements of Measure K (defined below), the provisions set forth in Sections 5(C)(5), 5(C)(11), 5(C)(13), 5(D)(4), 5(D)(8), 5(D)(15), and 5(L)(1) of this Initiative are amended, effective January 1, 2021, upon the expiration of Measure K.

"**Filing Date**" means the date the Notice of Intent to Circulate Petition for this Initiative was presented to the City.

"**General Plan**" means the City of Antioch General Plan in effect on the Filing Date.

"**General Plan Amendments**" means the amendments to the General Plan enacted by Section 5 of this Initiative.

"**Initiative**" means the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative, an initiative measure sponsored by the citizens of the City of Antioch.

"**Initiative Area**" means the approximately 1,852 acres of land in the Sand Creek Focus Area west of Deer Valley Road as shown in Exhibit A and enacted as part of this Initiative.

"**Limited Development Area**" means the approximately 608 acres of land in the Sand Creek Focus Area west of Deer Valley Road as shown in Exhibit C and enacted as part of this Initiative.

"**Measure K**" means the "City of Antioch Growth Control, Traffic Relief, Voter-Approved Urban Limit Line, and Roddy Ranch Development General Plan Reduction Initiative" approved by the voters on November 8, 2005.

"**Municipal Code**" means the Antioch Municipal Code, including Title 9 thereto, entitled "Planning and Zoning."

"Project" means the comprehensive master-planned community generally described in Section 1 of this Initiative and in the Development Agreement.

"Property" means "The Ranch Property", which consists of approximately 551.5 acres of land located in the southeastern portion of the City of Antioch, within the Sand Creek Focus Area of the General Plan west of Deer Valley Road and within the ULL, in eastern Contra Costa County, California, as shown in Exhibit H ("The Ranch Property Map") and described in Exhibit I ("The Ranch Legal Description").

"Restricted Development Area" means the approximately 1,244 acres of land in the Sand Creek Focus Area west of Deer Valley Road as shown in Exhibit E and enacted as part of this Initiative.

"Subdivision Regulations" means Chapter 4 of Title 9 of the Municipal Code, entitled "Subdivisions."

"ULL" means the Urban Limit Line the voters of the City of Antioch approved via Measure K in November 2005, which overrode the County's 2000 urban limit line and established the City ULL in the location shown in Exhibit J, which is provided in this Initiative for information and context only.

"West Sand Creek Master Plan District" means the Planned Development zoning district enacted as part of this Initiative for the Limited Development Area and attached as Exhibit K.

"Zoning Code" means Title 9 of the Municipal Code, entitled "Planning and Zoning."

"Zoning Code Amendment" means the amendments to the Zoning Code enacted by this Initiative.

"Zoning Map Amendment" means the amendments to the Zoning Map enacted by this Initiative.

SECTION 5: CITY OF ANTIOCH GENERAL PLAN AMENDMENTS.

The General Plan is hereby amended as follows. Text to be inserted into the General Plan is indicated in **bold underlined** type. Text to be deleted from the General Plan is indicated in ~~strikethrough~~ type. Text in standard, bold, or *italic* type that currently appears in that fashion in the General Plan on the Filing Date remains unchanged by this Initiative and is shown for reference purposes only.

A. AMENDMENTS TO INTRODUCTION.

1. Chapter 1.0 of the General Plan, entitled "Introduction," contains a section 1.0, entitled "Introduction." That section is amended as follows:

1.0 Introduction

Antioch is a community preparing for change. Currently known as a bedroom community connected to distant employment centers in the Bay Area, Antioch is in the process of:

- expanding its employment base to provide a balance between local jobs and housing;
- managing residential growth to provide an appropriate range of housing opportunities within the voter-approved Urban Limit Line (ULL), including executive housing, traditional single family neighborhoods, middle to upper end attached housing products, and affordable housing, and age-restricted housing for seniors, and to preserve and protect agricultural, natural resource, and open space uses on lands outside the ULL by establishing a line beyond which no urban land uses may be designated;
- resolving ongoing traffic congestion and safety problems; and
- re-establishing the Rivertown area and waterfront as a distinctive part of the City's identity.

The Antioch General Plan represents a comprehensive effort to achieve these and other community goals, and to enhance the quality of life of existing and future residents, in part by ensuring that future growth and development will occur only within the ULL. The General Plan defines what makes Antioch a special place, delineates a vision for its future, and sets forth action-oriented programs to achieve that future. In accomplishing these tasks, the General Plan defines "quality of life" issues, including:

- enhancing family-oriented activities by reducing commute times to work and providing a broad range of recreational lands and activities within the community;
- facilitating mobility via public transit, automobile, bicycle, and pedestrian modes of transportation; and
- working with local school districts to provide high quality educational facilities and services.

The General Plan serves as the City's lead policy document as to how Antioch will manage its future, and is the City's official policy statement identifying the manner in which Antioch expects to coordinate its activities with those of other agencies, as they will affect the community in the future.

Antioch's growth pattern over the past 20 years has been the result of planning efforts derived from previously adopted policy documents (including the preceding 1988 General Plan), specific plans, past development approvals, and infrastructure financing mechanisms. Since 1988, considerable changes have occurred in Bay Area housing and employment patterns, as well as transportation systems.

Furthermore, the passage of two three voter-approved growth initiatives, Antioch's Measure K and its advisory Measure U¹, and the County's Measure C, has increased the need for careful management of growth. In addition, the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative reaffirms and strengthens the City's ULL by ensuring that (1) the ULL can only be changed by Antioch voters, (2) future growth and development will occur only within the ULL established by the voters, (3) development will not occur in areas outside the ULL that are not appropriate for urban growth because of physical unsuitability for development, unstable geological conditions, inadequate water availability, the lack of appropriate infrastructure, distance from existing development, likelihood of substantial environmental damage or substantial injury to fish or wildlife or their habitat, and other similar factors, and (4) development within the ULL in West Sand Creek will only occur on flatter and less environmentally-sensitive lands.

Over the past 30 years, sustained employment growth without corresponding housing development in certain portions of the Bay Area has forced workers in those locations - traditionally in San Francisco, San Mateo, and Santa Clara Counties, but more recently, Walnut Creek, Concord, Livermore, and Pleasanton - to seek housing in eastern Contra Costa County. This combination of conditions produced rapid residential growth in Antioch. Between 1990 and 1999, the City added over 6,300 housing units and the population grew by nearly 20,000, an increase of more than 30 percent. The existing disparity in the location of employment growth and population growth in the Bay Area has led to the traffic congestion Antioch residents experience along State Route 4. To create a more equitable jobs/housing balance (and reduce commute times), Antioch has sought to expand and diversify its employment base and provide a greater variety of housing types within the ULL than are currently offered.

¹ A discussion of these two voter-approved measures is contained in Section 5.1 of the General Plan.

2. Chapter 1.0 of the General Plan, entitled "Introduction," contains a subsection 1.1.4, entitled "The Comprehensive Nature of the General Plan," and a subsection entitled, "Identification of Issues." That subsection is amended as follows:

1.1.4 The Comprehensive Nature of the General Plan

To be effective as a decision-making tool, the various elements of the Antioch General Plan integrate the management of the community's future physical, social, environmental, and economic environments.

Identification of Issues. The General Plan not only addresses the issues that the State requires be included in a General Plan, but also responds to the current and future issues that Antioch faces. Key community issues that the General Plan addresses include:

- achieving and maintaining a vibrant community in which all residents enjoy a wide range of employment, shopping, and recreational opportunities;
- achieving a balance between local jobs and housing by increasing Antioch's attractiveness for the establishment of office-based and clean industrial businesses; revitalizing the community's downtown and re-establishing the Rivertown area and waterfront as a distinctive part of the City's identity;
- providing regional and local mobility and reducing ongoing traffic congestion problems through a combination of regional highway, local roadway, and transit improvements (e.g., bus, rail, BART, e-BART), transit-oriented development, and enhancement of bicycle and pedestrian modes of transportation;
- establishing clear performance objectives for area infrastructure and services, thereby ensuring that the provision of public services and facilities supports the community's determination of desirable land uses, intensity, character, and rate of growth, all within the ULL;
- improving the design quality of lands and development at key interchanges along State Route 4, and along the roadway corridors leading to the Rivertown area; and
- managing the rate of residential growth and achieving an appropriate range of housing opportunities within the ULL, including executive and upper end housing, as well as housing for workers, seniors, and young adults who are first starting their careers and forming families.

3. Chapter 1.0 of the General Plan, entitled "Introduction," contains a section 1.2, entitled "Existing and Emerging Trends Affecting Antioch's Future." That section is amended as follows:

1.2 EXISTING AND EMERGING TRENDS AFFECTING ANTIOCH'S FUTURE

The primary purpose of planning and preparing the General Plan is to provide the means for Antioch to manage future growth and change within the ULL. However, merely projecting what exists today into the future, thereby assuming that the future will resemble the present will not provide an accurate picture of what the future will be. An array of existing and emerging social, technological, and economic trends will change the way residents perceive their communities, define "quality of life," and live their lives. The following is intended to provide a descriptive evaluation of the ways in which existing and emerging social, technological, environmental, and economic trends may interact with existing and future conditions to provide a context for planning Antioch's future within a society that may be very different from today. These trends include the following:

- A growing statewide and local population. Population increases will continue within California as a result of natural increases. Areas, such as Antioch and eastern Contra Costa County will also continue to grow and must be prepared to provide new housing opportunities within the ULL.

- *An evolving housing market.* As lower and middle income households are continued to be priced out of the market, and the senior population grows, upper end housing, condominiums, age-restricted housing, and multi-family development within the ULL will become more popular and important in Antioch.
- *Technological advances and a changing economy significantly altering patterns of employment.* Traditional industrial development will decrease in importance, as service jobs and off-based employment grows. As a result, there will be a need for office-based and retail service development.
- *A growing regional imbalance of jobs and housing.* ABAG's projections of a worsening imbalance between jobs and housing will result in an increased difficulty to attract workers to increasingly congested employment centers within the inner Bay Area, along with an increased willingness for businesses to locate in presently outlying areas near their workers.
- *Increases in personal travel.* Non-peak hour travel will increase in relation to peak hour traffic. The "peak hour" of traffic will lengthen over several hours.
- *Increasing acceptance of public transit and other alternatives to automobile travel.* As traffic congestion increases, public transit will gain parity in terms of commute times during peak hours, and become more popular, even if it involves changing modes of transit (e.g., rail ore-BART to BART or other rail connection). As a result, there will be a need for transit centers within Antioch. In addition, as higher density transit-oriented development gains popularity, pedestrian and bicycle travel will increase both as a form of recreation and as a form of transportation. The result will be an increasing need for safe pedestrian and bicycle routes between residential areas and schools, shopping, recreation, and places of employment.
- *Changes in freight transportation and goods movement.* Rail traffic will increase over time, increasing congestion where arterials cross rail lines at-grade. There will be an increasing need for multi-modal facilities to transfer containers from rail to truck.
- *Changes in shopping and the new consumer.* Existing shopping facilities will become obsolete, and need to be remodeled to meet changing shopping patterns in the future. There will be a growing demand and support for up-scale shopping in Antioch.

B. AMENDMENTS TO COMMUNITY VISION ELEMENT.

1. Chapter 2.0 of the General Plan, entitled "Community Vision," contains a section 2.3, entitled "General Plan Themes." That section is amended as follows:

2.3 GENERAL PLAN THEMES

The General Plan represents a detailed statement for achieving community vision and managing growth and change in the years ahead. This vision, and the means that will be employed to achieve it are embodied in the following themes that are reflected throughout the General Plan.

1. *New growth and development within the voter-approved Urban Limit Line (ULL) can and will be directed toward meeting community objectives and needs.*

Antioch can grow and still remain a healthy and vibrant community, if this growth is managed, and occurs in the areas that can best accommodate it, particularly within the ULL, such as selected portions of the Sand Creek Focus Area that have long been planned to accommodate Antioch's future growth. Targeting of the type, intensity, and location of new growth within the ULL, along with managing the rate of new residential development, will facilitate achievement of community objectives, such as:

- a. Balancing the provision of diverse housing options within the ULL with local employment opportunities;
- b. Creating an exciting urban core within the Rivertown area with diverse economic, housing, cultural, and entertainment opportunities;
- c. Promoting a diverse economic base that serves Antioch residents through an expanded local employment base and entrepreneurial opportunities; maintaining sufficient municipal revenues to cover the cost of high quality municipal services and facilities; enhancing opportunities for cultural, scientific, corporate, entertainment, and educational institutions; and meeting the challenges of economic competition;
- d. Enhancing mobility for the movement of people and goods within the community and region through well-designed, balanced transportation systems that provides feasible alternatives to personal automobile travel (pedestrian, bicycle, and transit), and by maintaining a pattern of land uses that supports use of these alternative modes of transportation;
- e. Maintaining a match between the expansion of the City and its service and infrastructure systems within the ULL, including transportation systems; parks, fire, sanitary sewer, water, and flood control facilities; and other essential municipal services;
- f. Facilitating the provision of high quality education within the community by providing for the construction of new school facilities;
- g. Providing adequate support for businesses and institutions that serve the needs of the community, including high-quality new housing in master-planned communities within the ULL; schools; quality medical care facilities, including a full service hospital with

acute/emergency care and local medical clinics and services; child and adult day care centers; libraries, shelters, public auditoriums; social clubs and recreation centers; and places of worship; and

h. Protecting the character of established residential neighborhoods.

2. *Economic vitality will be promoted to provide local employment and entrepreneurial opportunities, diverse shopping and commercial services, and adequate municipal revenues.*

Many residents commute to distant employment destinations because their job skills do not match existing local employment opportunities. These long commutes have resulted in congested highways, and are a significant constraint on residents' quality of life. To reduce congestion and enhance residents' quality of life, Antioch will expand its employment base, and work toward a balance between local jobs and housing. Although it is recognized that not all residents will choose to work within Antioch, and not all workers will live locally, Antioch's vision is that the majority of its working population will be employed locally. Such a choice will be made possible by providing as close a match between the range of local employment-generating uses and housing types as can be achieved within the ULL.

Antioch's quality of life also depends, in part, on the services provided by the City. Antioch's vision encompasses high quality public safety services, along with a wide array of other community amenities and public recreational activities. To afford the provision of such services, the City will support a vigorous business community and an economic climate wherein existing businesses desire to remain and expand, and new businesses want to locate. Such a business community will meet the needs of residents and other businesses by providing desired commercial and professional services and a broad array of convenience, specialty, and "big ticket," retail goods, as well as leisure-oriented and entertainment uses. Providing such an array of retail and commercial service uses represents much more than just municipal income for the City; providing the full range of retail and commercial services desired by Antioch residents will also be an important factor in enhancing community identity and pride.

3. *Antioch will be a healthy, family-oriented community.*

The well-being of Antioch's children, families, and seniors is critical to the community's own well-being. Antioch is, and will continue to be largely comprised of single-family dwellings and neighborhoods designed for families. Although not directly provided by the City, high quality educational services are critical to community success. Thus, Antioch will maintain a close partnership with the Antioch Unified School District to facilitate the provision of superior school facilities, including shared school/park facilities, and to maintain a focus on what is best for the community's youth. As Antioch's population grows, the City will work with Los Medanos College to expand its programs, and will work CSU Hayward to establish a satellite campus within the City.

An array of high quality neighborhood oriented and community-wide parks and recreational facilities will be maintained, along with community gathering places along the riverfront, as a means of enhancing Antioch's desirability for families. Antioch also recognizes existing demographic trends, and the desirability of retaining local residents in the community for their retirement years. Thus, new housing in areas long planned for future growth within the ULL, facilities, and services for seniors will be provided within the community. Antioch will thus assist in meeting the needs of public, private, and voluntary organizations and institutions that provide important community support services by maintaining an adequate inventory of lands within the ULL for such uses.

The City recognizes that land use patterns directly affect the quality of lives of families. Long commutes between Antioch and distant employment centers create stress for residents, and detracts from family life. In turn, long commutes between Antioch employers such as Kaiser Permanente and distant housing opportunities in other communities create similar stress for employees. The availability of services in nearby locations, including health care, education, recreation, day care, and shopping is not just a convenience, but is a key component of people's quality of life.

The City also recognizes the changing nature of the family, including single parent households and a growing number of singles who may band together to form households within the community. As a result, programs for children, undertaken in conjunction with local school districts, will become more important over time as a means of providing a full range of services, and maintaining a high quality of life for local residents.

4. *Antioch will be a mobile community, providing options in addition to the single occupant automobile.*

The freedom provided by the private automobile has dominated the form of modern urban America over the past several decades. Although the automobile and modern highway systems have given workers the freedom to move into distant suburban locations in search of newer and higher quality housing than they could otherwise afford closer to their places of employment, the resulting long commutes have also been a source of growing frustration. As a result, there is an increasing demand for extending mass transit systems further into suburban locations, and for enhancing alternative modes of transportation (e.g., bicycle and pedestrian) for local travel.

Antioch and other communities are also rethinking how energy conservation, air quality management, and transportation planning goals should be met, along with how future land use patterns need to be modified to support achievement of these goals. Thus, principles of transit-oriented development and pedestrian-oriented development will be implemented to provide residents and workers alternatives to travel by automobile, by facilitating transit, pedestrian, and bicycle travel. The General Plan seeks to maximize residents' and visitors' freedom of movement within Antioch, providing them with viable choices as to the mode of

transportation they use (e.g. automobile, transit, pedestrian, bicycle). The design, configuration, and mix of uses in strategic locations within the ULL, such as Rivertown, the Hillcrest interchange, Sand Creek and East Lone Tree Focused Planning Areas, and the "A" Street interchange will provide an alternative to traditional suburban development by emphasizing a pedestrian-oriented environment, and reinforcing residents' ability to use bicycles and public transportation.

¹ "Transit-oriented" developments are typically mixed use neighborhoods or projects, within a quarter mile of a transit stop, predominantly light rail or bus transfer stations. Pedestrian-oriented developments give priority to and respond to the needs of the pedestrian as a higher priority than automobile travel. By providing a compact form of development, both transit-oriented and pedestrian-oriented development also facilitate bicycle travel.

5. *The resolution of community and regional issues needs to be equitable.*

In pursuing solutions to expansion and financing of infrastructure, including transportation facilities, and in managing future growth within the ULL, the City of Antioch will emphasize the concept of equity. It is Antioch's vision that the financing of regional transportation improvements will recognize that the existing regional imbalance of jobs and housing is the principal cause of the congestion faced by eastern Contra Costa County residents in their work commutes. Thus, the employment growth in existing employment centers is as much the cause of regional traffic congestion problems as it is the result of housing growth in existing suburban locations. An equitable solution to regional traffic congestion would place equal responsibility for financing new transportation facilities on jobs-rich communities that expand their employment bases and on housing-rich communities that expand their residential sectors. Equity will also be maintained in the financing of new public services and facilities and their long-term maintenance between existing and developing portions of the City within the ULL. Thus, the costs associated with providing expanded infrastructure to newly developing areas will be internalized within those areas. Affordable housing will be provided within Antioch in a manner that integrates such housing into the fabric of the community, and does not isolate lower-income households from community amenities and activities. Finally, the notion of equity will be extended to the City's growth management system, which will provide opportunities within the ULL for both large scale and smaller housing developers to build and market their products within the community.

C. GROWTH MANAGEMENT ELEMENT AMENDMENTS.

1. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a section 3.1, entitled "Introduction and Purpose." That section is amended as follows:

3.1 INTRODUCTION AND PURPOSE

The premise of growth management in the City of Antioch has long been to ensure that development paid its own way, and that sufficient public services and facilities were available to support new development. The City defined the desired pattern of land uses, and proactively assisted in setting up funding mechanisms for expansion of infrastructure designed to ensure that the costs of capital facilities needed to support growth were paid for by new development. As individual development came forward, the emphasis was on mitigating the impacts of proposed growth. Today, one of the key themes of the Antioch General Plan is that new growth and development be directed within the voter-approved Urban Limit Line (ULL) and toward the achievement of the community vision set forth in the General Plan. New development within the ULL needs to make a positive contribution to the community, and not just avoid or mitigate its impacts.

Antioch will face a number of difficult growth management challenges over the next 20 years as it moves from a bedroom suburb to a full service city. Key among these challenges is the need to effectively address nagging traffic congestion problems in the East County region in the face of rapid residential growth forecasts. In response, Antioch has committed to expand local employment opportunities and reduce the need for Antioch residents to commute long distances to work. The desire to revitalize Antioch's Rivertown area, its riverfront, and its older areas; to enhance municipal income streams through expanded retail opportunities, and the need to expand both upper end and affordable housing opportunities within the ULL, also need to be factored into the community's growth management strategy.

New growth and development within Antioch within the ULL will increase the demand for infrastructure and services provided by the City and other agencies. In addition, future land use and development decisions will have an effect on municipal costs and revenues. As long as Antioch continues to grow in population and expand its economic base, the City's operating and capital budgets will have to respond to increased demands for services and facilities. Since the fiscal burden of providing expanded infrastructure is beyond the normal capacity of municipal revenues, it is imperative that the expansion of the City's residential and non residential sectors occur such that a burden is not placed on the community's resources.

As discussed in Section 3.1.2, Antioch voters passed an advisory growth control measure. Measure U calls for the City to not only enforce public services and facilities performance standards during the review of individual development proposals, but also to phase the rate of new development to ensure the continuing adequacy of those services and facilities. Managing the rate of growth adds a new challenge. To implement annual growth limits in addition to the public services and facilities performance standards that the City has been implementing, along with large-scale assessment districts to provide up-front financing of infrastructure, requires that care be taken to ensure the viability of such infrastructure financing mechanisms.

It is the purpose of this Element of the General Plan to bring together those portions of the General Plan that address various aspects of growth management, and thereby set forth a comprehensive strategy to manage the location and rate of future growth and within the ULL. It is also the purpose of the Growth Management Element to implement the provisions of countywide Measure J and the City's Measures J, K, and the West Sand Creek Open Space Protection, Public Safety Enhancement, and

Development Restriction Initiative (see Sections 3.1.1, and 3.1.2, and 3.1.3 below). The Growth Management Element thus sets forth performance standards for key community services and facilities within the ULL, thereby establishing a clear linkage between future growth within the ULL and the adequacy of community services and facilities.

2. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a subsection 3.1.1, entitled "Contra Costa County Measure J Requirements." That subsection is amended as follows:

3.1.1 Contra Costa County Measure J Requirements

- One purpose of the Growth Management Element is to comply with the requirements of the Measure J Growth Management Program (GMP), adopted by the voters of Contra Costa County in November 2004. The GMP requires each local jurisdiction to meet the six following requirements: Adopt a development mitigation program;
- Address housing options;
- Participate in an ongoing cooperative, multi-jurisdictional planning process;
- Adopt an Urban Limit Line (ULL);
- Develop a five-year capital improvement program; and,
- Adopt a transportation systems management (TSM) ordinance or resolution.

Measure J (2004) is a 25-year extension of the previous Measure C Contra Costa Transportation Improvement and Growth Management Program approved by the voters in 1988.

Both programs include ½ percent transportation and retail transactions and use tax intended to address existing major regional transportation problems. The Growth Management component is intended to assure that future residential business and commercial growth pays for the facilities required to meet the demands resulting from that growth.

Compliance with the GMP is linked to receipt of Local Street Maintenance and Improvement Funds and Transportation for Livable Community funds from the Transportation Authority. The Growth Management Program defined by the original Ordinance 88-01 continues in effect along with its linkage to Local Street maintenance and improvement funds through March 31, 2009. Beginning on April 1, 2009, the Measure J CMP requirements take effect.

Measure J eliminates the previous Measure C requirements for local performance standards and level-of-service standards for non-regional routes. Measure J also adds the requirement for adoption of a voter-approved ULL, which the voters approved via Measure K in 2005 and reaffirmed and strengthened in 2018 to ensure future that only the voters in Antioch may change the ULL, urban development occurs only in appropriate areas within the ULL, and preserve and protect agricultural, natural resource, and open space uses on lands outside the ULL by establishing a line beyond which no urban land uses may be designated

3. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a subsection 3.1.2, entitled "Antioch's Advisory Measure U." That subsection is amended as follows:

In November 1998, Measure U was approved by a large majority of Antioch voters (69 percent). Measure U was an advisory measure calling for the City to phase the rate of new development to:

"Provide adequate schools, street improvements, and Highway 4 improvements for a sustained high quality of life, by making new growth pay its own way through maximizing fees, assessment districts, matching fund programs, and any other means effective to expedite the construction of needed infrastructure."

A series of community workshops were conducted during early 1999, leading to an interim ordinance.

The interim ordinance was subsequently replaced by a permanent ordinance that is consistent with the provisions of the General Plan Element. In addition, Measure K furthered the intent of Measure U by ensuring that the rate of new residential development is phased so that traffic improvements may be constructed to accommodate existing and future Antioch residents within the ULL.

4. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a section 3.2, entitled "Goals of the Growth Management Element." That section is amended as follows:

3.2 GOALS OF THE GROWTH MANAGEMENT ELEMENT

To provide for a sustained high quality of life and ensure that new development occurs only within the ULL in a logical, orderly, and efficient manner, it is the goal of the Growth Management Element to accomplish the following:

- *Maintain a clear linkage between growth and development within the City and expansion of its service and infrastructure systems, including transportation systems; parks, fire, police, sanitary sewer, water, and flood control facilities; schools; and other essential municipal services, so as to ensure the continuing adequacy of these service facilities.*

This goal is cornerstone of the Growth Management Element. The quantified public services and facilities performance standards delineated in this Element set a benchmark for quantifying the impacts of new development within the ULL, and also represent the measuring tool by which

mitigation of those impacts will be required by the City. Implementation of these performance standards is thus designed to mitigate the impacts of growth, and ensure that new development within the ULL pays its own way in terms of the capital costs associated with needed expansion of public services and facilities. The provisions of the Growth Management Element are also intended to address efficiency in the provision of public services and facilities. By moderating the rate of new residential growth within the ULL, consistent with the ability of the City and service agencies to keep pace, the cost of providing public services can be maintained at reasonable rates.

"Efficiency" in the provision of public services and facilities often also means constructing large-scale capital facilities at the initial phase of new development within the ULL to avoid interim periods of inadequate service. The City of Antioch recognizes that it is sometimes necessary to construct large-scale infrastructure ahead of development, possibly making financing difficult for individual developments. Where financing required large-scale capital facilities is needed, but beyond the ability of individual developments, many communities permit the construction of interim facilities. However, maintenance of such interim facilities is often costly, and in the end more expensive than constructing the ultimate facilities up front. As a result, Antioch strives to avoid the use of interim facilities, and supports the establishment of land-based financing mechanisms in the form of assessment districts to facilitate the financing of large scale capital facilities. Policies related to interim facilities and financing of capital facilities is contained in the Public Services and Facilities Element.

- *Maintain a moderate rate of residential growth within the ULL to ensure that the expansion of public services and facilities keeps pace.*

This goal recognizes that there is a limit to the rate at which public services and facilities can reasonably be expanded within the ULL. Because of long lead times for the construction of regional highway improvements, schools, and large-scale flood control facilities, the provision of some critical facilities can fall behind rapid residential growth, even if new development does ultimately pay its own way. By moderating residential growth rates, potential lag times between project approvals and housing occupancy can be minimized or eliminated.

- *Recognize the ultimate buildout of future development within the City of Antioch and its Planning Area, and the ULL, that is established in the General Plan Land Use Element.*

The land use map and policies and the ULL contained in the Land Use Element define the City's future land use pattern, along with maximum appropriate development intensities throughout the Antioch Planning Area and ULL. As a result, the General Plan Land Use Element and ULL establishes establish an ultimate buildout for the General Plan.

The policies of the Growth Management Element are intended to recognize that build out of the General Plan within the ULL will occur as the result of numerous individual development decisions and numerous incremental improvements to the public services and facilities serving Antioch. In setting forth public services and facilities and defining the responsibility of individual developments within the ULL to mitigate impacts and pay their own way, the Growth Management Element is intended to provide a system for the expansion of infrastructure that will support build out of the General Plan as expressed by the ultimate buildout within the ULL established in the Land Use Element.

- *Manage the City's growth in a way that balances the provision of diverse housing options with local employment opportunities and provides sufficient municipal revenues to cover the cost of high quality municipal services and facilities.*

Achievement of a balance between local jobs and housing was a key factor in the implementation of the City's advisory Measure U, and a key component of Antioch's vision as expressed in Chapter 2, Community Vision, of the General Plan. The General Plan recognizes sustaining a high quality of life for Antioch residents necessarily involves reducing the need for long commutes to work, and that "balancing" jobs and housing means much more than just having an appropriate number of employment and housing opportunities within the community. "Balancing" jobs and housing means providing a range of housing types within the ULL appropriate for the types of employment opportunities found in Antioch. Conversely, "balancing" jobs and housing means providing the employment-generating lands that will provide the employment opportunities appropriate to Antioch residents. This Element is intended to assist in the financing of infrastructure needed to develop job producing uses. It accomplishes this purpose by establishing achievable performance standards and considering the feasibility financing infrastructure expansion.

- *Improve regional cooperation in relation to mitigating the regional impacts of new development.*

Some of the services and facilities (e.g., fire protection, schools, and sewage treatment) provided to Antioch residents and businesses are provided by special districts, and not by the City. Effective management of growth within the ULL, including mitigation of impacts and expansion of services and facilities to support future growth requires the cooperation of the City and outside agencies providing local services. The provisions of the Growth Management Element, along with the provisions of the Public Services and Facilities Element, are intended to provide for such coordination.

For many issues (e.g., transportation, air quality, and economic development), a cooperative regional approach to problem solving is the only effective means. Traffic congestion resulting from home-to-work trips is primarily a regional problem resulting from regional imbalances of employment and housing, and can only be solved by concerted efforts at both ends of existing problematic commutes.

The impacts of new development are not always restricted to the municipal boundaries of the jurisdiction approving the development. Often, developments approved by one community impact other communities. In the case of development projects that will exacerbate regional jobs housing imbalances, the traffic, noise, and air quality impacts of such developments can manifest themselves at some distance away from the development itself. "Equitable" mitigation involves not only that projects pay their own way within the jurisdiction where they are approved, but may also mean mitigating impacts in other jurisdictions.

The Growth Management Element seeks to establish a basis for communities to jointly provide mitigation for impacts occurring in other jurisdictions, as well as a basis for regional cooperation to address regional issues. Antioch recognizes that the effectiveness of its Growth Management Element ultimately relies on the extent to which active partnerships with other jurisdictions can be formed and maintained to address the regional aspects of mitigating development impacts.

5. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a subsection 3.3.1, entitled "Growth Management Provisions in the General Plan." That subsection is amended, effective January 1, 2021, upon the expiration of Measure K, as follows:

3.3.1 Growth Management Provisions in the General Plan

Antioch's growth strategy is to undertake a comprehensive program to accommodate planned economic and population growth within the ULL in a manner consistent with community values and the lifestyles of existing and future residents. Thus, growth management is central to the General Plan, and "growth management" provisions appear throughout the General Plan. In effect, the various elements of the General Plan each address specific aspects of managing growth within Antioch, and are intended to work together to function as a comprehensive growth management program. The specific growth management roles of individual General Plan elements are described below.

- The *Growth Management Element* implements the provisions of countywide Measure C, and provides supporting policies for implementation of Antioch's advisory Measure U. This Element establishes a quantified annual cap on residential growth, and sets forth roadway and highway level of service standards, as well as public services and facilities performance standards. This Element also implements the provisions of ~~Measures J, K, and the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative~~ by providing general policy direction for achieving a balance between local jobs and housing, as well as for City participation in regional transportation planning efforts and ensuring that future urban development will occur only within the ULL.
- The *Land Use Element* defines acceptable locations and the appropriate intensity for new development within the ULL, and sets forth policies regarding development design and land use compatibility. By defining acceptable locations and appropriate intensities for new development, the Land Use Element establishes the maximum allowable development intensity for the City at "build out" of the Antioch Planning Area and ULL. Incorporated into the Land Use Element are the provisions of a boundary agreement Antioch maintains with the City of Brentwood. The agreement is intended to establish an agreed upon boundary between the two cities, and provide for compatible land uses along the cities' mutual boundary¹.

This element also addresses the effect of the urban limit line established by ~~the Voter-Approved Urban Limit Line Measure K and reaffirmed and strengthened by the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative~~ (Figure 4.12) and directs new development to occur only within the Voter-Approved Urban Limit Line, thereby achieving a compact form of community and preserving and protecting agricultural, natural resource, and open space uses on lands outside the ULL.

The Land Use Element specifically delineates lands set aside for the development of employment-generating uses, and defines the types of employment-generating uses appropriate for each area so designated. Overall, the land use pattern defined in this element, along with the aggressive economic development program called for in the General Plan, is designed to achieve a balance between local housing and employment, all within the ULL. Overall, the Land Use Element sets for smart growth concepts, including providing for a close relationship between land use and transportation facilities (e.g., public transit, bicycle and pedestrian transportation, higher density development nodes at transportation centers).

¹ The provisions of the boundary agreement permit either city to terminate the agreement upon notice to the other city.

- The *Circulation and Transportation Element* directly addresses the provision of the new and expanded transportation facilities that are needed to support development of the land uses delineated in the Land Use Element and located within the ULL, consistent with the level of service standards set forth in the Growth Management Element. This Element defines the specific improvements that will be made over time to the City's roadway and highway systems in order to maintain the level of service standards set forth in the Growth Management Element.
- The *Public Services and Facilities Element* directly addresses the provision of the new and expanded public services and facilities that are needed to maintain the performance standards set forth in the Growth Management Element. This Element defines the responsibilities of new development projects within the ULL for the provision of expanded services and facilities, and provides policy direction for the manner in which expansion of public services and facilities within the ULL will be financed. This element also addresses avoidance of interim facilities and the financing of large-scale facilities needed to maintain the performance standards set forth in the Growth Management Element.
- The *Resource Management Element* provides policy direction for the management of open space, hillside development, biological resources, water resources and quality, cultural and historical resources, and energy resources in relation to new growth and development.
- The *Environmental Hazards Element* addresses the constraints on growth presented by natural and man-made hazards.
- A *Development Review Program* is included as part of the General Plan implementation programs. The Development Review Program is a compilation of General Plan policies affecting the review of individual development projects within the ULL. This portion of the General Plan presents a comprehensive definition of the General Plan performance standards that will be used to review new

development proposals in order to implement the policies of the General Plan. Thus, the Development Review Program sets for the specific criteria that will be used to determine the consistency of proposed new developments within the General Plan.

In addition to the Development Review Program, General Plan implementation programs include Follow-up Studies, Intergovernmental Coordination, and General Plan Maintenance. These sections set forth requirements for monitoring and coordination of the City's Growth Management Element, including monitoring of compliance with stated performance standards and coordination with the City's Capital Improvement Program.

The Housing Element delineates the specific programs that the City of Antioch will implement to ensure housing opportunities within the ULL for all economic segments of the economy. The Housing Element, unlike the balance of the General Plan, is intended by state law to be short-term, setting forth a five-year program. As a result, the Housing Element is required to be updated every five years. This Element sets forth specific policies and programs designed to ensure opportunities for development of upper end housing, and for housing for service workers who could not otherwise afford for-sale housing within Antioch. State law requires that the California Department of Housing and Community Development review local Housing Elements to determine whether they meet the applicable legal requirements.

The Measure J Growth Management Program requires jurisdictions to report on their progress towards Housing Element compliance. The City must prepare a biennial report of the implementation of actions outlined in the City's Housing Element, for submittal to CCTA as part of the biennial GMP Compliance Checklist. The report will demonstrate reasonable progress using one of the following options:

- a. Comparing the number of housing units approved, constructed or occupied within the City over the preceding five years with the number of units needed on average every year to meet the housing objectives established in the City's Housing Element; or,
 - b. Illustrating how the City has adequately planned to meet the existing and projected housing needs within the ULL through the adoption of land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development; or,
 - c. Illustrating how the City's General Plan and zoning regulations facilitate the improvement and development of sufficient housing within the ULL to meet those objectives.
6. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a section 3.4, entitled "Service Standards for Transportation Facilities." That section is amended as follows:

3.4 SERVICE STANDARDS FOR TRANSPORTATION FACILITIES

This portion of the Growth Management Element sets level of service¹ standards for roadways within the City of Antioch Planning Area and the ULL, along with policies to ensure that these standards are maintained. These standards form the basis for the City's circulation policies, and for the ways in which land use and circulation will be correlated with each other. Roadways are grouped into two categories: "Routes of Regional Significance" and "Basic Routes."

Policies and programs to define the responsibilities of new development projects within the ULL for the provision of expanded roadway facilities are provided in Chapter 7.0 of the General Plan (Circulation Element). Policy direction addressing the manner in which expansion of roadways and other public services and facilities within the ULL will be financed is provided in Section 8.13 (Public Services and Facilities Element).

¹ Traffic levels of service (LOS) are expressed in terms of volume-to-capacity ratios to estimate the delay experienced by drives at intersections. They are expressed as the letters A-F with A representing free flow (volumes less than 60% of capacity, and F representing gridlock (volumes greater than 100% of capacity).

7. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a subsection 3.4.1.1, entitled "Performance Standards for Routes of Regional Significance." That subsection is amended as follows:

3.4.1.1 Performance Standards for Routes of Regional Significance.

Discretionary projects within the ULL that impact Routes of Regional Significance shall comply with the requirements of the adopted Action Plans. The improvements proposed for each of these routes are described in the Circulation Element.

8. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a subsection 3.4.4, entitled "Transportation Facilities Policies." That subsection is amended as follows:

3.4.4 Transportation Facilities Policies

- a. Place ultimate responsibility for mitigating the impacts of future growth and development within the ULL, including construction of new and widened roadways with individual development projects. The City's Capital Improvements Program will be used primarily to address the impacts of existing development, and to facilitate adopted economic development programs.
- b. Continue to develop and implement action plans for routes of regional significance (see Circulation Element requirements).
- c. Ensure that development projects within the ULL pay applicable regional traffic mitigation fees and provide appropriate participation in relation to improvements for routes of regional significance (see also Circulation Element Policy 5.3.1f).

- d. Consider level of service standards along basic routes to be met if 20-year projections based on the City's accepted traffic model indicate that conditions at the intersections that will be impacted by the project will be equivalent to or better than those specified in the standard, or that the proposed project has been required to pay its fair share of the improvement costs needed to bring operations at impacted intersections into conformance with the applicable performance standard.
 - e. The policy set forth in Paragraph d, above, is based on projected, with project traffic conditions and is a more stringent standard than that required by Measure J, which does not require jurisdictions to adopt local LOS standards. In cases where the standard set forth in paragraph d, above, is not met in the no project condition (i.e., projected traffic will not meet the applicable standard, even if the proposed project is not built), General Plan traffic standards for Basic Routes will be considered to be met if (1) the proposed project has been required to pay its fair share of the improvement costs needed to bring operations at impacted intersections into conformance with the applicable performance standard and actual physical improvements will be provided by the project so as to not result in a further degradation of projected level of service at affected intersections.
9. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a section 3.5, entitled "Service Standards for Other Community Services." That section is amended as follows:

3.5 Service Standards for Other Community Services

This section of the Growth Management Element sets forth performance standards for public services and facilities within the ULL, other than the transportation network. Consistent with the purposes of the ULL, the City will not extend and will not support the extension of the urban facilities described in this section beyond the ULL as established by the City's voters in Measure K in 2005 and reaffirmed and strengthened by the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative in 2018.

Descriptions of current facilities serving Antioch and its Planning Area, as well as plans and programs for expansion of facilities maintained by the City and the special districts serving the City are described in the Public Services and Facilities Element.

Standards are presented for services and facilities provided by the City of Antioch, as well as those provided by Special Districts other than the City, including fire protection services provided by the Contra Costa County Fire Protection District, school facilities provided by the Antioch Unified School District¹, and sewage treatment facilities provided by the Delta Diablo Sanitation District. In addition to the fire, police, water, sanitary sewer, flood control, and park performance standards that are set forth in the Growth Management Element, standards are also provided for community centers, schools, and general public services and facilities. The inclusion of these additional standards recognizes the crucial role that community centers, schools and other governmental facilities will play in ensuring a high quality of life for Antioch residents.

Policies and programs to define the responsibilities of new development projects within the ULL for the provision of expanded public services and facilities needed to meet the performance objectives and stated that follow are provided in the Public Services and Facilities Element of the General Plan. Policy direction addressing the manner in which expansion of roadways and other public services and facilities within the ULL will be financed is provided in Section 8.13 (Public Services and Facilities Element).

¹ A small portion of the Antioch Planning Area is located within the boundaries of the Brentwood School District and the Liberty Union High School District. Standards and policies for schools will apply to each school district serving the Planning Area.

3.5.1 Community Centers¹

3.5.1.1 Performance Objective. Ensure that community centers provide sufficient space to conduct civic meetings, recreational programs, and social activities to meet the needs of Antioch residents.

3.5.1.2 Performance Standard. Maintain a minimum of 750 square feet of community center space per 1,000 population.

¹ Community centers consist of buildings, other than City Hall, designed for community meetings, indoor recreational and instructional programs, and social activities. Included in the definition of community centers are such specialized facilities as senior centers, youth centers, and gymnasiums. Existing facilities include the Nick Rodriguez Community Center, Prewitt Family Park Center, and the Antioch Senior Center.

3.5.2 Fire Protection Facilities

3.5.2.1 Performance Objective. Maintain competent and efficient fire prevention and emergency fire, medical, and hazardous materials response services with first responder capability in order to minimize risks to life and property.

3.5.2.2 Performance Standard. Prior to approval of discretionary development projects within the ULL, require written verification from the Contra Costa County Fire Protection District that a five minute response time (including three minute running time) can be maintained for 80 percent of emergency fire, medical, and hazardous materials calls on a citywide response area basis.

3.5.3 Police Service

3.5.3.1 Performance Objective. Maintain an active police force, while developing programs and police facilities that are designed to enhance public safety and protect the citizens of Antioch by providing an average response time to emergency calls of between seven and eight minutes from the time the call is received to the time an officer arrives.

3.5.3.1 Performance Standard. Maintain a force level within a range of 1.2 to 1.5 officers, including community service officers assigned to community policing and prisoner custody details, per 1,000 population. The ratio of community service officers assigned to community policing and prisoner custody details to sworn officers shall not exceed 20 percent of the total number of sworn officers.

3.5.4 Water Storage and Distribution²

3.5.4.1 Performance Objective. Maintain a water system that is capable of meeting the daily and peak demands of Antioch residents and businesses, including the provision of adequate fire flows and storage for drought and emergency conditions.

3.5.4.2 Performance Standard. Adequate fire flow as established by the Contra Costa County Fire Protection District, along with sufficient storage for emergency and drought situations and to maintain adequate service pressures.

² The performance objectives and standards for water storage and distribution relate to the provision of capital facilities within the ULL. Policies related to water conservation and the use of reclaimed wastewater are contained in the Open Space/Conservation Element.

3.5.5 Sanitary Sewer Collection and Treatment Facilities

3.5.5.1 Performance Objective. A wastewater collection, treatment, and disposal system that is capable of meeting the daily and peak demands of Antioch residents and businesses.

3.5.5.2 Performance Standards.

- a. Sanitary sewers (except for force mains) will exhibit unrestricted flow in normal and peak flows.
- b. Prior to approval of discretionary development projects within the ULL, require written verification from the Delta Diablo Sanitation District that the proposed project will not cause the rated capacity of treatment facilities to be exceeded during normal or peak flows.

3.5.6 Flood Control

3.5.6.1 Performance Objective. Ensure adequate facilities to protect Antioch residents and businesses from damaging flood conditions.

3.5.6.2 Performance Standard. Provide sufficient facilities development to protect structures for human occupancy and roadways identified as evacuation routes from inundation during the 100-year flood event.

3.5.7 Parks and Recreational Facilities

3.5.7.1 Performance Objective. A system of park, recreational, and open space lands of sufficient size and in the appropriate locations, including provision of a range of recreational facilities, to serve the needs of Antioch residents of all ages.

3.5.7.2 Performance Standard. Provide five acres of improved public and/or private neighborhood parks and public community parkland per 1,000 population, including appropriate recreational facilities.

3.5.8 Schools

Recognizing that provision of school facilities is the responsibility of the school district, as set forth in State law (SB50). The intent of the General Plan in setting forth objectives and a performance standard for school facilities to require the maximum mitigation allowable by law.

3.5.8.1 Performance Objective. Provision of schools in locations within the ULL that are readily accessible to student populations, along with sufficient facilities to provide educational services without overcrowding.

3.5.8.2 Performance Standard. Require new development within the ULL to provide necessary funding and/or capital improvements to mitigate projected impacts on school facilities, as determined by the responsible school district.

3.5.9 Entitlement Process and Capital Improvements Program

3.5.9.1 Entitlement Process and Capital Improvements Program Objective. To ensure the attainment of public services and facilities standards through the City's development review process, Capital Improvements Program, and a variety of funding mechanisms.

3.5.9.2 Entitlement Process and Capital Improvements Program Policies

- a. Ensure that discretionary development projects within the ULL comply with the City's performance standards, by approving such projects only after making one or more of the following findings.
 - The City's adopted performance standards will be maintained following project occupancy; or
 - Project-specific mitigation measures or conditions of approval have been incorporated into the project.

- b. Require new development within the ULL to fund public facilities and infrastructure, either directly or through participation in a land-based financing district, as necessary to mitigate the impacts of new development on public services and facilities.
 - c. Levy mitigation requirements in proportion to each development's anticipated impacts. Where infrastructure is required to be installed in excess of a development's proportional mitigation requirement, utilize benefit districts over the area to be benefited by the infrastructure or provide reimbursement to the development for excess cost.
 - d. Maintain a Five-Year Capital Improvement Program, designed, in part, to ensure that traffic and other public service performance standards are met and/or maintained, and to address the needs of existing development. Update capital improvement plans as part of the annual budget process.
10. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a subsection 3.6.1, entitled "Rate of Growth Objectives." That subsection is amended as follows:
- 3.6.1 Rate of Growth Objectives**
- a. Provide for a reasonable rate of residential growth that ensures the ability of the City to provide housing opportunities within the ULL for all economic segments of the community as required by State Housing Element law, and that facilitates the ability of public services and facilities provided by the City and outside agencies to expand within the ULL at a commensurate rate.
 - b. Manage growth by allowing new development only when infrastructure and service standards are met for traffic levels of service, water, sanitary sewer, fire protection, public protection, parks and recreation, flood control and drainage, and other such services.
 - c. If land is developed within the ULL west of Deer Valley Road, a substantial portion of this land shall be retained for open space, parks, and recreational uses.
 - d. Encourage reinvestment in older neighborhoods in order to increase the efficiency and reduce the costs of providing public services, stabilize older residential neighborhoods, and revitalize the River town area.
11. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a subsection 3.6.2, entitled "Rate of Growth Policies." That subsection is amended, effective January 1, 2021, upon the expiration of Measure K, as follows:
- 3.6.2 Rate of Growth Policies**
- a. Prohibit the granting of new residential development allocations for the calendar years 2006 and 2007. For the five-year period from 2006 to 2010, no more than 2,000 development allocations may be issued. Thereafter, limit the issuance of development allocations to a maximum annual average of 600, recognizing that the actual rate of growth will vary from year to year. Thus, unused development allocations issued after December 31, 2010 may be reallocated in subsequent years, and development allocations may be moved forward from future years, provided that the annual average of 600 development allocations may not be exceeded during any given five-year period (i.e., no more than 3,000 development allocations may be issued for any given five-year period).
 - b. To move development allocations forward from future years, the following finding must be made:

The constraints posed by needed infrastructure phasing or capital facilities financing require that development allocations be moved forward from future years to avoid jeopardizing the feasibility of existing infrastructure financing mechanisms or the financing of infrastructure for the development allocations that would otherwise be granted during the calendar year.
 - c. To facilitate the development of housing required to meet the needs of all economic segments of the community and special needs groups identified in the Housing Element, age-restricted housing and multiple-family dwellings shall be counted as less than one single family dwelling unit for the purposes of residential development allocations. The relationship between an allocation for a single-family dwelling and an allocation for age restricted housing and multiple-family dwellings shall be based on such factors as differences in traffic generation, school impacts, and demand for new recreation facilities.
 - d. In order to avoid a predominance of any one housing type, limits shall be placed on the number of annual allocations that may be granted to age-restricted senior housing, single family detached housing, and multifamily housing.
 - e. Permit residential projects that are subject to limitations on development allocations to proceed with other necessary approvals not directly resulting in the division of land or construction of residential dwelling units (e.g., General Plan amendments, rezoning, environmental review, annexation, etc.). The processing of such applications is not, however, a commitment on the part of the City that the proposal will ultimately receive development entitlements or allocations.
 - f. To facilitate the development of housing required to meet the needs of all economic segments of the community and special needs groups identified in the Housing Element, exempt the following types of developments from limitations on the annual issuance of development allocations, whether for single-family or multi-family residential development. Dwelling units approved pursuant to the following exemptions shall not be counted against the established maximum annual development allocation.
 - (1) Income-restricted housing needed to meet the quantified objectives for very low and low income housing set forth in the Housing Element, along with "density bonus" dwelling units

approved pursuant to the provisions of the Housing Element and the City's Density Bonus ordinance.

- (2) Dwelling units designed for one or more Special Needs Groups, as defined in the Housing Element (i.e., handicapped, income-restricted senior housing), pursuant to programs set forth in the Housing Element as needed to meet the Housing Element's quantified objectives for housing of special needs groups.
- (3) Dwelling units within development projects having vested rights through a valid (unexpired)¹ development agreement or vesting map.
- (4) Construction of a single dwelling unit by or for the owner of the lot of record on which the dwelling unit is to be constructed.
- (5) Construction of a second dwelling unit on a lot of record.
- (6) Development of a project of four or fewer dwelling units.
- (7) Development projects within the Rivertown Focused Planning Area and Sand Creek Focus Area.
- (8) Smart growth, transit-oriented development projects.
- (9) Properties outside the City limits, as shown on the General Plan Land Use Map, that subsequently annex to the City and otherwise provide positive impacts to the City consistent with this article. Approval of such an exemption shall be at the sole discretion of the Council, and the details shall be memorialized by a statutory development agreement or other binding instrument. However, residential development in Roddy Ranch shall be subject to the residential development allocation program.

¹ The majority of existing development agreements expired on December 31, 2002.

12. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a section 3.7, entitled "Regional Cooperation." That section is amended as follows:

3.7 REGIONAL COOPERATION

3.7.1 Regional Cooperation Objectives

- a. Resolution of regional and multi jurisdictional transportation issues for the maintenance of regional mobility as required by Measure J Growth Management Program and the Contra Costa Congestion Management Program.
- b. A regional approach to regional issues that recognizes and respects Antioch's local interests.
- c. Establishment of a system of development review within Antioch and surrounding communities based on the principle that the impacts of new development must be mitigated or offset by project-related benefits within each of the jurisdictions in which the impacts will be experienced.

3.7.2 Regional Cooperation Policies

- a. Continue participation in regional transportation planning efforts, including the Contra Costa Transportation Authority, Eastern Contra Costa Transit Authority (Tri-Delta Transit), and TRANSPLAN.
- b. As part of the evaluation of individual development projects within the ULL, address and provide appropriate mitigation for impacts on regional and local transportation facilities.
- c. Maintain ongoing communications with agencies whose activities affect and are affected by the activities of the City of Antioch (e.g., cities of Brentwood, Oakley and Pittsburg; Contra Costa County; Antioch Unified School District; Contra Costa County Fire Protection District; Delta Diablo Sanitation District). The primary objective of this communication will be to:
 - (1) Identify opportunities for joint programs to further common interests in a cost efficient manner;
 - (2) Assist outside agencies and the City of Antioch to understand each other's interests, needs, and concerns; and
 - (3) Resolve differences in these interests, needs, and concerns between Antioch and other agencies in a mutually beneficial manner.
- d. Support and promote inter-jurisdictional programs to integrate and coordinate the land use and circulation plans of area municipalities and the County, and to establish an ongoing inter-jurisdictional process for reviewing development proposals and mitigating their inter jurisdictional impacts based on the principle that it is not appropriate for a jurisdiction, in approving a development project within the ULL to *internalize* its benefits and *externalize* its impacts.
- e. Continue to refer major planning and land use proposals for new development within the ULL to all affected jurisdictions for review, comment, and recommendation.

13. Chapter 3.0 of the General Plan, entitled "Growth Management," contains a section 3.8, entitled "Balancing Employment and Housing Opportunities." That section is amended as follows:

3.8 BALANCING EMPLOYMENT AND HOUSING OPPORTUNITIES

3.8.1 Employment and Housing Balance Objective

Achievement of a balance between housing and employment opportunities within Antioch's ULL, providing the opportunity for households of all income levels to both live and work in Antioch.

3.8.2 Employment and Housing Balance Policies

- a. Maintain an inventory of employment generating lands within the ULL, providing for a variety of office-based, industrial, and commercial (retail and service) employment opportunities.¹
- b. Maintain an inventory of residential lands within the ULL that provides for a broad range of housing types including executive housing in both urban and rural settings, traditional single family neighborhoods, middle to upper end attached housing products, and affordable housing, and age-restricted housing for seniors.²
 - (1) Provide a balance between the types and extent of employment-generating lands planned within the City of Antioch ULL with the types and intensity of lands planned for residential development.
 - (2) Encourage businesses to locate and expand within Antioch through an aggressive economic development program that provides essential information to prospective developers and businesses, along with tangible incentive programs for new and expanding businesses.

¹ This inventory, including identification of locations for employment-generating uses within the ULL and the types and intensity of development appropriate for each location, is provided in the Land Use Element.

² The Land Use Element delineates the inventory of residential lands within the ULL, and defines appropriate housing types and development intensities. One of the primary objectives of the Land Use Element is to increase opportunities for local employment for existing and future residents. Specific plans and programs to accomplish this objective are set forth in that Element. The primary objective of the Housing Element is to provide housing opportunities at all income levels.

D. LAND USE ELEMENT AMENDMENTS.

1. The "General Plan Land Use Map," included in the Land Use Element as Figure 4.1, is hereby amended as shown on attached Exhibit L in order to establish the land use overlay designations for the Initiative Area. For reference purposes, the existing General Plan Land Use Map is attached to this Initiative as Exhibit M.
2. Chapter 4.0 of the General Plan, entitled "Land Use," contains a section 4.1, entitled "Introduction and Purpose." That section is amended as follows:

4.1 INTRODUCTION AND PURPOSE

The Land Use Element is the cornerstone of the General Plan, setting forth Antioch's fundamental land use philosophy and directing development to the most suitable locations, particularly within certain areas such as the Sand Creek Focus Area east of Deer Valley Road, and in the Limited Development Area west of Deer Valley Road on flatter land appropriate for future development within the existing limits of the voter-approved Urban Limit Line (ULL), which has long been planned to accommodate anticipated future City growth, while maintaining the economic, social, physical, environmental health and vitality of the community. The Land Use Element, required by law since 1955, has the broadest scope of the seven mandatory General Plan elements, synthesizing all General Plan land use issues.

This Element focuses on the organization of the community's physical environment into logical, functional, and visually pleasing patterns, consistent with local values, to achieve Antioch's vision for its future. Of primary concern are the type, intensity, location, and character of land uses that will be permitted in the future. It is the purpose of this General Plan Element to provide appropriate land within the ULL for each of the variety of activities associated with successful urban areas, and to guide the manner in which this land is developed and used. In so doing, the Land Use Element intends to create and regulate compatible and functional interrelationships between the various land uses in the City. Thus, the Land Use Element establishes City policy as to the appropriate use and development intensity for each parcel of land within the City's ULL, including the City's view of appropriate land uses and development intensity for lands outside of the City's ULL, but within the General Plan study area.

A key consideration in defining the type, intensity, location, and mix of future land uses within the ULL is achieving a balance between local employment and housing. The Antioch General Plan seeks to achieve such a balance as a means of addressing issues of traffic congestion, air quality, and energy conservation. This balance, along with providing adequate land area within the ULL for the commercial uses needed by local residents and businesses, will help achieve sufficient municipal income to pay for the services and facilities discussed in the Growth Management and Public Services and Facilities elements. The ability to commute only a few short miles to and from work on roadways that resemble the open road more than they do parking lots is an important component of the quality of life Antioch seeks for its residents. As more residents throughout the Bay Area are able to live and work in the same or nearby communities and within the ULL, congestion can be eased, travel speeds increased, substantial amounts of fuel conserved, regional air quality improved. The Land Use Element also seeks to ease congestion and improve regional air quality by providing patterns of land use within the ULL that support the use of transit. Such "transit-oriented" development consists of high density, mixed use development

adjacent to transit nodes. Such transit nodes are proposed within Rivertown (adjacent to the Amtrak platform), at Hillcrest Avenue (surrounding the BART station), and east of the SR-4 Bypass, south of the Laurel Avenue interchange (surrounding the BART station).¹

¹ This transit oriented development node is one of three "test sites" for smart growth sponsored by ABAG. It is part of the countywide "Shaping our Future" program.

3. Chapter 4.0 of the General Plan, entitled "Land Use," contains a subsection 4.1.1, entitled "Existing Land Use." That subsection is amended as follows:

4.1.1 Existing Land Use

Despite substantial development in the past, Antioch has a great deal of land within the ULL available for future development. Much of the land within the City and within the unincorporated portion of the General Plan study area (22,391 acres) is vacant. Additional land is in agricultural use, and, may be available for future development, depending upon its land use designation and so long as such land is appropriate for development and it is within and not outside the ULL. Overall, open space uses, including agriculture, open water, recreational lands, and vacant lands account for approximately half of the land within the General Plan Study Area. Major open space areas include Black Diamond Mines and Contra Loma regional parks, Antioch Dunes National Wildlife Refuge, and municipal parklands.

Within the developed portion of the City, single-family residential uses cover the largest area (4,963 acres, 26.5%). Industrial uses account for 1,373 acres (7.3% of the land within the study area). Currently, industrial uses are concentrated in the northern portion of the Study Area to the west and east of Rivertown. Existing commercial uses are limited in extent, encompassing 456 acres (2.7% of the land within the Study Area). Commercial use is concentrated within Rivertown, and along major roadway corridors, such as Somersville Road/Auto Center Drive, Hillcrest Avenue, and "A" Street/Lone Tree Avenue.

4. Chapter 4.0 of the General Plan, entitled "Land Use," contains a subsection 4.1.2, entitled "Contra Costa County 65/35 Land Preservation Plan (Urban Limit Line)." That subsection is amended, effective January 1, 2021, upon the expiration of Measure K, as follows:

4.1.2 Contra Costa County 65/35 Land Preservation Plan (Urban Limit Line)

In 1990, the voters of Contra Costa County approved Measure C-1990. This Measure states that urban development within the County is to be limited to no more than 35 percent of the land within Contra Costa County. At least 65 percent of all land in the County is to be preserved for agriculture, open space, wetlands, parks and other non-urban uses. To ensure the enforcement of the "65/35" standard, the County has established an Urban Limit Line (ULL), which is incorporated into the County's General Plan Open Space and Conservation Element and is intended to ensure that new urban development shall occur only on land appropriate for development within the ULL and may not occur outside the ULL. Hence, there shall be a clear distinction between non-urban and urban use areas. The criteria set by the County for determining lands that should be located outside the ULL includes:

- Prime agricultural lands (U.S. Soil Conservation Service Class I and Class II)
- Open space, parks and other recreation areas
- Lands with slopes in excess of 25 percent
- Wetland areas
- Other areas not appropriate for urban growth because of physical unsuitability for development

Measure C-1990 requires that there be no changes made to the ULL that would violate the 65/35 standard. The ULL can be changed by a 4/5 vote of the Board of Supervisors after holding a public hearing and making one or more of the following findings based on substantial evidence in the record:

- A natural or man-made disaster or public emergency has occurred that warrants the provision of housing and/or other community needs within land located outside the ULL.
- An objective study has determined that the ULL is preventing the County from providing its fair share of affordable or regional housing, as required by state law. The Board of Supervisors must find that a change to the ULL is necessary and the only feasible means to enable the County to meet these requirements.
- A majority of the cities are party to a preservation agreement, and the County has approved a change to the ULL affecting all or any portion of the land covered by the preservation agreement.
- A minor change to the ULL will more accurately reflect topographical characteristics or legal boundaries.
- A five-year periodic review of the ULL has determined that, based on the criteria for establishing the ULL, new information is available or circumstances have occurred, warranting a change to the ULL.
- An objective study has determined that a change to the ULL is necessary or desirable to further the economic viability of the East Contra Costa County Airport, and either (i) mitigate adverse aviation related environmental or community impacts, or (ii) further the County's aviation related needs.
- A change is required to conform to applicable California or Federal law.

Although the direct land use effects of the Urban Limit Line are limited to unincorporated areas of the County, the Contra Costa Local Agency Formation Commission (LAFCO) has consented to support the County's 65/35 Preservation Standard, Urban Limit Line, and Growth Management Standards in the review of proposed city spheres of influence and annexations. Thus, LAFCO has stated that it would not approve annexation of lands outside of the ULL to a city. Measure 1990-C states that the County is to review the location of the ULL every five years. The County voters approved Measure L in 2006, extending the provisions of Measure C-1990 will remain in effect the ULL until December 31, 2010.

In 2000, the County moved its Urban Limit Line in the East County area Antioch over the objections of the City Council. Within the Antioch area, the Urban Limit Line was moved to coincide with the southern boundary of the City, placing lands in the unincorporated area outside the ULL. This move shifted approximately 1,922 acres out of the ULL within the Antioch area.

In 2005, Antioch voters approved Measure K to create the City's own ULL and to include Roddy Ranch and a portion of the Ginochio Property within the City ULL and the city City limits. The ULL is intended to preserve and protect agricultural, natural resource, and open space uses on lands outside the ULL by establishing a line beyond which no urban land uses may be designated. As approved by Antioch voters, the entirety of the Sand Creek Focus Area is within the City ULL and the City limits and certain portions of the Sand Creek Focus Area are thus an appropriate location for future urban development.

In 2017, the County conducted its 5-year review of the ULL. According to the County's review, Antioch is anticipated to need approximately more than 4,000 new residential housing units between the years 2015 and 2040. Antioch's ability to meet this anticipated future residential growth will depend on long-planned development in appropriate locations within the existing boundaries of the City's ULL.

In 2018, Antioch voters adopted the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative to reaffirm and strengthen the ULL and to ensure that future urban development in Antioch occurs only in appropriate locations within the ULL. The Initiative also ensured that City's ULL cannot be changed, except by a vote of the people of Antioch.

5. Chapter 4.0 of the General Plan, entitled "Land Use," contains a section 4.2, entitled "Goals of the Land Use Element." That section is amended as follows:

4.2 GOALS OF THE LAND USE ELEMENT

To provide for a sustained high quality of life and ensure that new development occurs within the ULL in a logical, orderly, and efficient manner, it is the goal of the Land Use Element to accomplish the following:

- *Maintain a pattern of land uses that minimizes conflicts between various land uses, and promotes rational utilization of presently undeveloped and underdeveloped land within the ULL, and supports the achievement of Antioch's vision for its future.*

Defining the appropriate uses of land within the General Plan study area in a manner supportive of achieving the vision Antioch has established for its future is at the crux of the Land Use Element. The Land Use Element is responsive to the City's vision because it:

- Promotes expansion of the local employment base and achievement of a balance between local employment and housing. The Land Use Element provides for a wide variety of office-based and industrial employment, including heavier industrial uses along the San Joaquin River, rail-served industries, light industrial uses, commercial services, and retail businesses, and mixed use business and office parks.
- Opens up additional choices of living environment for families. The Land Use Element provides for executive housing in planned community settings, traditional single-family subdivisions, amenity-rich middle to upper end attached housing and age-restricted housing for seniors, high-density housing in transit-oriented, downtown, and mixed-use settings.
- Provides for the revitalization of the Downtown area and waterfront, integrating General Plan policies with revitalization planning efforts undertaken by the City.
- Provides opportunities for achieving quality design and avoiding the relentless sameness present in many suburban communities.
- Aids in stimulating economic revitalization in areas that are having difficulty competing with larger and more diversified development sites in Antioch and other communities.
- Stimulates new options for development at key entry points into the community.

In defining appropriate uses within the ULL, the Land Use Element addresses the future uses of lands that are currently undeveloped, and also sets forth desired changes in existing land uses and development intensities. In most cases, the Land Use Element recognizes existing land uses and development densities, and may recommend urban design improvements. In some cases, such as along the 'A' Street corridor north of the SR4 freeway, the Land Use Element proposes changes in basic land use types. In other cases, such as existing residential areas within Downtown, the Land Use Element recommends increases in the overall development intensity of existing land uses. Each of the recommendations contained in the Land Use Element are intended to result in a harmonious pattern of land uses directed toward meeting community objectives and needs.

- Establish a land use mix which serves to develop Antioch into a balance community in which people can live, work, shop, and have recreation without needing to leave the City.

The Land Use Element designates lands within the ULL for a broad range of residential, commercial, employment-generating, public/institutional, and open space and recreational lands. Residential and employment-generating land use designations are intended to include lands providing housing and employment opportunities for executives, managers, and professionals; highly skilled, semi-skilled, and unskilled workers; and retail and service workers. Residential land use designations are intended to provide housing opportunities for all economic segments of the community, including seniors, as well as for the special needs groups identified in the Housing Element. The Land Use Element seeks an array of shopping and commercial service opportunities to meet the needs of Antioch residents and businesses, including daily convenience shopping along with large-scale commercial centers for community and regional markets. The Land Use Element aims to provide a sufficient inventory of lands within the ULL for public, institutional, and recreation uses, and seeks to preserve needed open space areas.

- Establish an overall design statement for the City of Antioch.

As important as is defining the pattern of future land uses within the ULL is maintaining and enhancing Antioch's character and providing a pleasing visual experience to residents and visitors. Thus, Antioch's Land Use Element incorporates "urban design" concepts aimed at ensuring that the built environment is a physical expression of desired community character.

- Chapter 4.0 of the General Plan, entitled "Land Use," contains a section 4.3, entitled "Community Structure." That section is amended as follows:

4.3 COMMUNITY STRUCTURE

Throughout much of the General Plan study area, Antioch's land use pattern is well established, and is not intended to change over time. Future growth in the central and northern portions of the City will primarily consist of infill development, existing approved but undeveloped projects, and the expansion of existing uses. As long-planned development in appropriate locations within the ULL expands into the southern portion of the City and its General Plan study area, Antioch will face significant challenges and be presented with significant opportunities.

- Chapter 4.0 of the General Plan, entitled "Land Use," contains a subsection 4.3.1, entitled "Community Structure Objective." That subsection is amended as follows:

4.3.1 Community Structure Objective

Provide adequate land within the ULL for present and future urban and economic development needs, while retaining a compact, rather than a scattered, development pattern.

- Chapter 4.0 of the General Plan, entitled "Land Use," contains a subsection 4.3.2, entitled "Community Structure Policies." That subsection is amended, effective January 1, 2021, upon the expiration of Measure K, as follows:

4.3.2 Community Structure Policies

- As part of General Plan implementation – including development review, capital improvement planning, and preparation of Specific Plans – foster close land use/transportation relationships to promote use of alternative transportation system modes and minimize travel by single occupant automobiles.
- Give priority to new development within the ULL, utilizing existing and financially committed infrastructure systems over development needing financing and construction of new infrastructure systems.
- Encourage high-density residential development (both freestanding and in mixed use projects) within one-quarter mile of existing and planned heavy and/or light rail transit stops as illustrated in the Circulation Element.
- Concentrate large-scale industrial uses along the waterfront east of Rodgers Point and within areas designated for industrial use along existing rail lines. Limit employment-generating uses adjacent to residential areas and within mixed-use planned communities to business parks and office uses.
- Concentrate future regional commercial uses along Lone Tree Way, SR4 and SR160 and along the SR-4 bypass.
- Recognize the Voter-Approved Urban Limit Line (Figure 4.12) that encompasses up to 1,050 acres of land within the Roddy Ranch and Ginochio Property Focus Areas that were included in within the Urban Limit Line as it was twice adopted by the voters, first in 1990, and again in the Voter-Approved Urban Limit Line 2005 as a means of phasing urban and suburban development, preserving open space and maintaining a compact urban form. The ULL was then reaffirmed and strengthened by the voters, in 2018, in the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative.
 - Maintain rural land uses (residential densities less than one dwelling unit per five acres (0.2 du/ac) and compatible open space/recreational uses which do not require urban levels of public services and facilities through 2020 in areas outside the existing boundaries of the Voter-Approved Urban Limit Line.
 - Limit future urban development within Roddy Ranch and the Ginochio Property through 2020 to a total of approximately 1,050 acres (approximately 850 acres within Roddy Ranch and 200 acres

within the Ginochio Property) that were within the City urban limit line as it was first adopted by the voters in 1990 and that are also within the Voter-Approved Urban Limit Line City voters approved again in 2005 and reaffirmed and strengthened in 2018.

9. Chapter 4.0 of the General Plan, entitled "Land Use," contains a Table 4.A, entitled "Appropriate Land Use Types." That table is amended as shown on attached Exhibit N.
10. Chapter 4.0 of the General Plan, entitled "Land Use," contains a Table 4.B, entitled "Anticipated Maximum General Plan Build Out in the City of Antioch." That table is restated, reaffirmed, readopted, and amended as shown on attached Exhibit O.
11. Chapter 4.0 of the General Plan, entitled "Land Use," contains a Table 4.D, entitled "Anticipated Maximum General Plan Build Out in the General Plan Study Area." That table is restated, reaffirmed, readopted, and amended as shown on attached Exhibit P.
12. Chapter 4.0 of the General Plan, entitled "Land Use," contains a subsection 4.4.1, entitled "Land Use Designations." That subsection is amended as follows:

4.4.1.1 Residential Land Use Designations.

Six Seven residential land use designations are set forth to provide for development of a full range of housing types, in conjunction with residential development within General Plan Focus Areas within the ULL. Permitted maximum land use and anticipated population densities are described for each designation. Densities are stated as the maximum permissible number of dwelling units per net acre that exists within the project site prior to any new dedication requirements. Density is assumed to accrue only to lands that are "developable." Developable acres are those lands within the boundaries of the ULL that are not encumbered by prior dedications of easements or rights-of-way, and are not so steep (generally over 25%), unstable, floodprone or subject to other hazards as to be unable to support new development. Achievement of the maximum allowable density is neither guaranteed nor implied by the General Plan. The final density of any particular residential development type is dependent upon development design; any physical, geological, or environmental constraints that might be present within the site; available infrastructure and services; and other factors. The development standards that are established in the Antioch zoning ordinance might also limit attainment of maximum allowable densities.

Second units on a residential lot and home occupations are permitted by local regulation. Provision of density bonuses as allowed by State law and City ordinance may result in development densities in excess of the nominal maximum density for any land use designation.

Estate Residential. Estate Residential land uses are planned as a transition between urban and rural areas, and for areas that are not suited for a more intensive form of development because of topography, geologic conditions, or urban service limitations. Estate Residential areas will also serve to provide "executive" housing on large lots, thereby expanding the community's range of housing types.

On designated lands where topography is not limiting, the representative form of development would be single-family homes on lots that average one acre in size. For properties so designated that are situated in steeper hillside settings, clustering of units and utilization of other hillside development techniques are anticipated and encouraged. The final approved and built density on lands in the Estate Residential land use designation should reflect the location of these lands as low-density residential transition areas between the urbanized Antioch and the undeveloped Mount Diablo Range of hills.

Since this designation is planned at the urban/non-urban interface, the type and level of development may require different construction standards, such as narrower street widths with parking along only one side of the street or no on-street parking, greater setbacks, limited sidewalk areas, etc. Development may require a different level of services than that required for strictly urban land uses. Projects that minimize the demand for urban services and provide major funding for construction of needed service facilities would be appropriate.

Environmental constraints such as steep slopes, riparian habitats, unstable soil conditions, sensitive flora and fauna, and visual prominence are often found on lands with the Estate Residential designation. These constraints may make development of these areas extremely sensitive, and could require creative and imaginative site planning in all projects. The steepness of the slopes and the visual prominence of these areas make many of these resources important public amenities to be preserved for all of the citizens of Antioch. Finally, as these areas will serve as a buffer between the urbanized City of Antioch and the undeveloped open space to the southwest, development must be at a level, which serves as an appropriate transition between urban and non-urban environments.

Development in this category is generally limited to a maximum of one (1) unit per gross developable acre, unless a density of two (2) units per developable acre is specified on the General Plan land use map or in Focus Area policies. Overall, residential developments within the Estate Residential land use category should provide large lots, and project a semi-rural character.

Neighborhood entry signage is encouraged to create a sense of community, and define Estate Residential neighborhoods as special places. Within hillside areas, dwelling units should be clustered on land that is relatively flat, and no development should occur on slopes exceeding 20 percent. Due to the unique nature of these areas, a clustering of units may be needed to accommodate the unit yield and still maintain the topographic uniqueness of the area. Developments in these areas should be oriented around a major amenity that increases public exposure to the more hilly terrain. Examples of such amenities include golf courses and equestrian centers.

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: One dwelling unit per developable acre (1 du/ac) or two dwelling units per developable acre (2 du/ac)

- Anticipated Population per Acre: Four (4) to eight (8) persons per acre

Rural Residential, Agriculture, Open Space. This designation allows single-family rural residential development in the Restricted Development Area as provided by the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative.¹ This designation, typically involving large parcels, protects agriculture, grasslands, and open space, as well as permitting housing in rural areas. The maximum house size with accessory buildings is 6,000 square feet. The minimum legal parcel size shall be 80 acres.

The following uses only, and their normal and appropriate accessory uses and developments, may be permitted by the City in the Restricted Development Area, provided however that all use and development must comply with the provisions of the General Plan and with other City plans and ordinances:

- (a) One single family dwelling unit on a parcel, secondary dwelling units required by state law, and housing occupied only by bona fide farm workers employed on the parcel or on a farm or ranch which includes the parcel;
- (b) Rental of rooms to lodgers, including board, not exceeding four lodgers in a residence;
- (c) In-home occupations and offices, secondary to residential use and conducted primarily by residents of a parcel;
- (d) Agriculture, including grazing, arboriculture, horticulture, viticulture, research and breeding, rearing, care, use and sale or rental of ruminants, pigs, poultry and bees, but not including feedlots unless most of the feed over a calendar year will be grown in the Restricted Development Area; provided, however, only small scale dairy farms, pig farms, poultry ranches, vineyards, Christmas tree farms and nurseries may be permitted. Agriculture uses shall not cause unnecessary or unreasonable environmental harm, including air or water pollution, noise, or odor;
- (e) Processing, storage or sale of agricultural produce, most of which over a calendar year is grown in the Restricted Development Area, that has no substantial deleterious effects on the environment, but not including freezing facilities or slaughterhouses;
- (f) Breeding, rearing, boarding, training, care, use and sale or rental of horses, dogs and other animals not covered in paragraph (d), provided that any activity does not cause unnecessary or unreasonable environmental harm, including air or water pollution, noise, or odor;
- (g) Low-intensity outdoor recreation, exercise, and pastimes predominantly for active participants, not spectators, and subordinate auxiliary uses and development, including camps, picnic facilities, provision of food and drink, and safety and sanitary services; these permissible uses and developments do not include, among other things, amusement or theme parks, golf courses, firearm ranges, stadiums or arenas (except equestrian riding rings), motor vehicle tracks, courses or facilities for off-road use, or recreational vehicle parking (other than vehicles for the personal use of the owner of the parcel) for more than 14 days within a month. Uses and developments permitted under this paragraph shall be compatible with a rural environment and not contribute significantly to pollution, noise, or other environmental harm;
- (h) Institutional and other non-profit uses that predominantly serve permitted uses in the Restricted Development Area and adjacent areas, except cemeteries, and facilities for convalescence, rehabilitation and hospice care for not more than six patients, that do not substantially impair the environment;
- (i) Government and public utility uses that are limited to meeting needs created by permitted uses in the Restricted Development Area, except to the extent the City Council reasonably finds substantial public need that cannot practicably be met outside the Restricted Development Area, that do not unnecessarily or unreasonably impair the environment. However, this exception shall not apply to waste disposal, processing or treatment, or to electrical power production or transmission primarily for sale. The Antioch Unified School District may build and use school facilities. Publicly provided outdoor recreation and pastimes and subordinate auxiliary facilities are permitted if similar private uses and development would be allowed;
- (j) Occasional short-term events related to agriculture, animals or outdoor recreation that do not cause significant environmental harm.

¹ Development of the land within the Limited Development Area may include corrective grading, detention basins, trails and trail facilities, and other non-urban activities and uses in certain limited portions of the Restricted Development Area. Such incidental activities and uses are consistent with the Initiative.

Areas of Special Environmental Concern on Lands Designated Rural Residential, Agriculture, Open Space

- (a) Wetlands: Development or use, except for permissible flood control, is not permitted if by itself or in conjunction with other development or use it would reduce appreciably the quantity or biological quality of wetlands. "Wetlands" are areas permanently or periodically covered or saturated by water, including vernal pools, where hydrophytic vegetation is present under normal conditions, or soils are primarily hydric in nature, or are designated as wetlands by federal or state law.
- (b) Stream Corridors: Development or use is not permitted if by itself or in conjunction with other development or use it would impair appreciably the quantity or quality of water or of native vegetation in a stream corridor, except for permissible flood control, stock ponds, or preservation of special status species. "Stream corridors" are areas within 200 feet of the centerline of a permanent or intermittent stream.
- (c) Grasslands: In permitting uses and developments, the City shall act to preserve a viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell Ranch (Marsh Creek) State Park.
- (d) Wildlife: No development or use is permitted that by itself or in conjunction with other development or use would reduce appreciably the number, prevent the recovery in number, or impair the genetic variability of one or more special status species.
- (e) Steep Slopes: No building may be located, in whole or in part, on a slope of 20% or more, unless there is no other site on a parcel. No building may be located on a site that cumulatively has access for more than 50 feet over a slope of 20% or more, unless there is no other site on a parcel. No grading may take place on a slope of 20% or more unless necessary to maintain fire roads or provide access to a permitted residence. Cultivated agriculture may not be conducted on a slope of 20% or more. Slope percentages are based on the steepness of slopes in their natural, unaltered state, and are calculated by dividing altitude increase over each 20 feet of vertical slope by 20.

Development Envelopes on Lands Designated Rural Residential, Agriculture, Open Space

All buildings on a parcel must be located within a contiguous area, as compact as reasonably practicable, not to exceed 2 acres, except for buildings that the Council finds must necessarily be located outside that area for permitted agricultural use, processing, storage, or sale of agricultural produce, breeding, boarding, rearing, care, training, use or sale or rental of animals under Section 10(f), outdoor recreation, exercise and pastimes, institutional or other non-profit uses, government or public utility use, and short-term events.

Maximum Floor Areas on Lands Designated Rural Residential, Agriculture, Open Space

- (a) The maximum aggregate floor areas for all floors in all buildings on a parcel, except basement and cellar floors, may not exceed 10,000 square feet; residential and residential accessory building floors may not exceed 6,000 square feet of this maximum.
- (b) The City Council may increase the maximum floor area by up to 20,000 square feet, in aggregate, if necessary for agricultural use, processing or storage of produce, breeding, rearing, boarding, training, care and use of animals, outdoor recreation, exercises or pastimes, institutional or other non-profit uses, government or public utility use, or short-term events.

Visual Safeguards on Lands Designated Rural Residential, Agriculture, Open Space

- (a) New or reconfigured parcels must be created or drawn, to the extent practicable, to minimize visibility of development from roads, parks and other public places. Structures may not be located on or within 150 feet of any ridge line or hilltop, or where they will project into the view of a ridge line or hilltop from public places, unless there is no less intrusive site on the parcel or on a contiguous parcel in legal or de facto common ownership on or at any time subsequent to the date this Ordinance became effective. To the extent practicable, consistent with other provisions of the General Plan, structures shall be located, including by setbacks from parcel boundaries, on the part of a parcel that minimizes visibility from roads, trails, and other public places. Roads shall be consolidated and located, as practicable, where they are least visible from public places.
- (b) Development shall be subordinate to and blend harmoniously with the natural and open space qualities of the area where located. The alteration of natural topography, vegetation, and other qualities by grading, surfacing, excavation, or deposition of material shall be allowed only to the extent necessary for permitted uses. Appropriate landscaping, design, and building materials shall be required by the City in all cases to reduce as much as practicable the visual impact of

development. The height of buildings may not exceed 30 feet, except as necessary for agricultural use.

- (c) Visibility of development from roads, parks, and other public places shall be determined from a reasonable, representative sample of vantage points that will accomplish the objectives of this Rural Residential, Agriculture, Open Space land use designation.

Covenants on Lands Designated Rural Residential, Agriculture, Open Space

Before a structure requiring City approval may be permitted on a parcel, the City must receive a fully-executed covenant, running with the land, that bars creation of parcels, development, or use on the parcel that would not be permitted under this initiative. The covenant shall be granted to the City and, if practicable, jointly to an independent land trust (that complies with the standards and practices of the Land Trust Alliance). The covenant shall be negative only. It shall convey no possessory interest to the City or trust, nor confer any right of public access. The owner retains exclusive occupancy and use. The City has no responsibility or liability because of the covenant for acts or omissions on the property, except in good faith and effectually to remedy violations of the covenant. Covenants shall be recorded as appropriate in the Contra Costa County Clerk Recorder's Office.

- **Appropriate Land Use Types:** See Table 4.A
- **Maximum Allowable Density:** Typically less than one single-family dwelling unit per 80 acres (<1 du/ac)
- **Anticipated Population per Acre:** Typically less than one (1) person per acre

Low Density Residential. These areas are generally characterized by single-family homes in traditional subdivisions. Areas designated Low Density Residential are typically located on gently rolling terrain with no or few geological or environmental constraints. The residential neighborhoods of southeast Antioch reflect this residential density.

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: Four dwelling units per gross developable acre (4 du/ac)
- Anticipated Population per Acre: Twelve (12) to Fourteen (14) persons per acre

Medium Low Density. These areas are generally characterized by single-family homes in typical subdivision development, as well as other detached housing such as zero lot line units and patio homes. Duplex development would generally fall into this development density. Areas designated Medium Low Density are typically located on level terrain with no or relatively few geological or environmental constraints. Older subdivisions within the northern portion of Antioch reflect this residential density.

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: Six dwelling units per gross developable acre (6 du/ac)
- Anticipated Population per Acre: Fourteen (14) to Eighteen (18) persons per acre

Medium Density Residential. A wide range of living accommodations, including conventional single-family dwellings, small lot single-family detached dwellings, mobile homes, townhouses, and garden apartments, characterizes the Medium Density land use designation. Development in these areas can be expected to be a maximum of two (2) stories, and include generous amounts of public or open space for active and passive recreational uses. Lands adjacent to parks, commercial uses, transit routes and rail stations, and arterial roadways would be appropriate for the upper end of the allowable development intensity for this category. Other lands would serve as a buffer or transition between lower density residential areas and higher density residential and commercial areas, as well as areas exhibiting greater traffic and noise levels. At the higher end of the density range for this category, multi-family townhouse and apartment development is expected to be predominant. Where the Medium Density land use designation serves as a transition or buffer, lower density townhouse and small lot, single-family development would be the predominant uses.

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: Ten dwelling units per gross developable acre (10 du/ac)
- Anticipated Population per Acre: Twenty (20) to Twenty-five (25) persons per acre

High Density Residential. High Density Residential densities may range up to twenty (20) dwelling units per gross developable acre, with density bonuses available for age-restricted, senior housing projects. Two-story apartments and condominiums with surface parking typify this density, although structures of greater height with compensating amounts of open space would be possible. This designation is intended primarily for multi-family dwellings. As part of mixed-use developments within the Rivertown area and designated transit nodes, residential development may occur on the upper floors of buildings whose ground floor is devoted to commercial use. Typically, residential densities will not exceed sixteen (16) to eighteen (18) dwelling units per acre for standard apartment projects, although projects with extraordinary amenities may achieve the maximum allowable density. However, permitted densities and number of housing units will vary, depending on topography, environmental aspects of the area, geologic constraints, existing or nearby land uses, proximity to major streets and public transit, and distance to

shopping districts and public parks. Higher densities will be allowed where measurable community benefit is to be derived (i.e., provision of needed senior housing or low and moderate income housing units). In all cases, infrastructure, services, and facilities must be available to serve the proposed density, and the proposed project must be compatible with surrounding land uses.

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: Twenty dwelling units per gross developable acre (20 du/ac) and up to a Floor Area Ratio¹ of 1.25 within areas designed for mixed use or transit-oriented development.
- Anticipated Population per Acre: Forty (40) persons per acre. Within transit-oriented development, up to forty-five to sixty (45-60) persons per acre

¹ Floor Area Ratio (FAR) represents the ratio between allowable floor area on a site and the size of the site. For example, an FAR of 1.0 permits one square foot of building floor area (excluding garages and parking) for each square foot of land within the development site, while an FAR of 0.5 permits ½ square foot of building area for each square foot of land within the development site.

Residential TOD. This mixed-use classification is intended to create a primarily residential neighborhood within walking distance to the BART station, with complementary retail, service, and office uses. Residential densities are permitted between a minimum of 20 and a maximum of 40 units per gross acre. A range of housing types may be included in a development project, some of which may be as low as 10 units per acre, provided the total project meets the minimum density standard. Up to 100 square feet of commercial space such as retail, restaurant, office, and personal services are permitted per residential unit.

Residential units should be at least 300 feet away from rail and freeway rights-of-way, or should incorporate construction measures that mitigate noise and air emission impacts. Retail, restaurants, commercial services, and offices are allowed on the ground floor and second floor, particularly on pedestrian retail streets and adjacent to Office TOD designations. Low intensity stand-alone retail or restaurant uses with surface parking are not permitted. Free parking in surface parking lots is not permitted as a primary use.

- Minimum housing density: 20 acres per gross acre
- Maximum housing density: 40 units per gross acre

The provisions of subsection 4.4.1 may be amended by the City Council without a public vote under the following circumstances:

- The City Council makes a finding, supported by substantial evidence, that failure to amend would constitute an unconstitutional taking of a landowners' property;
- The City Council makes a finding, supported by substantial evidence, that failure to amend would conflict with the Department of Housing and Community Development's certification of the City's Housing Element; or
- Upon application by a landowner or representative of a landowner authorized to apply for such amendment, if the City Council makes a finding, supported by substantial evidence, that such amendment would promote the health, safety, and welfare of the City.

13. The "Sand Creek Focus Area Map," included in the Land Use Element as Figure 4.8, is hereby amended as shown on attached Exhibit Q to establish the base land use designations for the Sand Creek Focus Area west of Deer Valley Road. For reference purposes, the existing Sand Creek Focus Area Map is attached to this Initiative as Exhibit R.

14. Chapter 4.0 of the General Plan, entitled "Land Use," contains a subsection 4.4.6.7, entitled "Sand Creek." That subsection is amended as follows:

4.4.6.7 Sand Creek. The Sand Creek Focus Area encompasses approximately 2,712 acres in the southern portion of the City of Antioch (Figure 4.8).

This Focus Area is within the boundaries of the voter-approved ULL and bounded by existing residential neighborhoods to the north, Black Diamond Mines Regional Preserve to the west, the city limits and ULL to the south, and the City of Brentwood to the east. Empire Mine Road and Deer Valley Road run in a general north-south direction through the Focus Area, dividing it roughly into thirds.

According to Contra Costa County's 2017 review of the ULL, Antioch is expected to grow within the boundaries of the ULL by more than 4,000 housing units between 2015 and 2040. Long-planned residential development in the Sand Creek Focus Area, within the ULL, will be essential for the City to provide adequate new housing to satisfy anticipated future demand.

a. Purpose and Primary Issues. The Sand Creek Focus Area combines two existing policy and planning areas within the ULL, identified in the previous General Plan: the southern portion of "Focused Policy Area 18" and the entirety of Future Urban Area 1." Previous General Plan policy tied the timing of development within this Focus Area to progressive build out of the land immediately to the north (the area generally known as Southeast Antioch), and to agreement on an alignment for the SR-4 bypass.

Through the 1990s, build out of Southeast Antioch was largely completed, an alignment for the SR-4 bypass was selected, and financing for construction of the bypass was developed. As a result, the City stepped up its planning efforts for the Sand Creek Focus Area with area landowners. Because of the multiple ownerships within the Sand Creek Focus Area, detailed coordination of access and infrastructure, along with the establishment of workable financing mechanisms was necessary in addition to land use planning.

Portions of Sand Creek, as well as such as natural hillsides and canyons within the Sand Creek Focus Area, contain habitats for sensitive plant and animal species, as well as habitat linkages and movement corridors. Overall, the westernmost portion of the Focus Area is more environmentally sensitive than the eastern portion in terms of steep topography, biological habitats and linkages, the existence of abandoned coal mines, and proximity to public open space at Black Diamond Mines Regional Preserve. The west end of the Sand Creek Focus Area serves as a linkage between two regionally significant blocks of grassland. Decades of urban and agricultural use have greatly reduced the width of this linkage, substantially increasing the ecological importance of the remaining linkage within the Sand Creek Focus Area. Land has been preserved in regional parks and permanent open space, primarily in extensive grassland to the immediate west and northwest, as well as south of the Sand Creek Focus Area. These preserves represent a significant investment of public resources, and are a valued public asset.

Stream and riparian communities occupy a small portion of the Focus Area, but are widely distributed. Because of their high biotic value, stream and riparian communities within the Focus Area are considered to be a sensitive resource. The Focus Area also includes an oak woodland and savanna community, which, because of its high wildlife value, is considered to be a sensitive resource.

b. **Policy Direction.** The environmental sensitivity of portions of the Sand Creek Focus Area was recognized in the City's previous General Plan; however, policy direction was very general. As an example, the previous General Plan did not provide any indication of the maximum allowable development intensity for Future Urban Area 1. The previous General Plan also stated that while the area between Contra Loma Boulevard and Empire Mine Road was designated Estate Residential, "the actual density should be based on a development plan that ensures that the special characteristics of the area, including steep slopes, riparian habitat, and other environmental constraints, are accommodated."

As described in more detail below, the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative provided more precise direction regarding approximately 1,852 acres of land west of Deer Valley Road by preserving nearly 1,250 acres of environmentally-sensitive land, consisting of more than 65% of West Sand Creek, for open space, hillside preservation, low-density rural residential, and other similar uses.

The following policy discussion and policies for the Sand Creek Focus Area are intended to provide clear direction for the future development and environmental management of the area.

The Sand Creek Focus Area is generally intended to function as a large-scale planned community, providing needed housing and employment opportunities. This Focus Area is also, in particular, the land east of Deer Valley Road is intended to provide housing and substantial employment opportunities. Up to approximately 280 acres are to may be devoted to retail and employment-generating uses, which will result in the creation of up to 6,500 jobs at build out.

In recognition of the importance of environmentally-sensitive lands in large parts of West Sand Creek, the Initiative designated hillier and more environmentally-sensitive lands west of Deer Valley Road as a Restricted Development Area and flatter and less environmentally-sensitive lands west of Deer Valley Road as a Limited Development Area. These areas shall constitute, and function as, overlay land use designations applicable to West Sand Creek.

Land in the Restricted Development Area provides opportunities for low-density rural residential housing and preserves agriculture, grasslands, and open space. The "Rural Residential, Agriculture, Open Space" base land use designation applies to the Restricted Development Area.

Residential development within the Sand Creek Focus Limited Development Area¹ will provide for a range of single-family housing types, including upper-income executive estate housing, self-sectored, age-restricted housing for seniors, suburban single-family detached housing for families or for seniors, and multi-family development as well as commercial uses, public and quasi-public uses, and substantial open space. Subject to the anticipated maximum General Plan build out in Antioch, as set forth in Table 4.B, the following base land use designations shall apply to the Limited Development Area: "Estate Residential;" "Low Density Residential;" "Medium Low Density Residential;" "Medium Density Residential;" "Convenience Commercial;" "Mixed Use;" "Public/Quasi Public;" and "Open Space."

1 Development of the land within the Limited Development Area may include corrective grading, detention basins, trails and trail facilities, and other non-urban activities and uses in certain limited portions of the Restricted Development Area. Such incidental activities and uses are consistent with the Initiative.

The following policies apply to development within the Sand Creek Focus Area.

a. Prior to or concurrent with approvals of any development applications other than major employment-generating uses (including, but not limited to a medical facility on the Kaiser property), a specific plan or alternative planning process as determined by the City Council, shall be prepared and approved for the Sand Creek Focus Area. Such specific plan or alternative planning process shall identify and provide for project-related land uses, financing of required public services and facilities, open space preservation, community design, recreational amenities, and community improvements within the area proposed for development.

b. Sand Creek Focus Area development shall can make a substantial commitment to employment-generating uses. Up to 280-480 acres are to may be devoted to employment-generating uses within the areas shown for Business Park and Commercial/Open Space, in addition to the area shown as Mixed Use Medical Facility. Appropriate primary land uses within employment-generating areas include:

- Administrative and Professional Offices
- Research and Development

- Light Manufacturing and Assembly
- Hospital and related medical uses

eb. Secondary, support and ancillary uses within employment-generating areas include:

- Banks and Financial Services
- Business Support Services
- Eating and Drinking Establishments
- Health Clubs and Spas
- Lodging and Visitor Services
- Storage and Distribution - Light
- Civic Administration
- Cultural Facilities
- Day Care Centers

ec. The maximum development intensity for employment-generating lands shall be an overall FAR of 0.5.

ed. A maximum of 95 acres of retail commercial uses designed to service the local community may be developed within the areas shown for Commercial/Open Space, with a maximum overall development intensity of a 0.3 FAR.

ee. Up to 1.24 million square feet of retail commercial uses may be constructed. Within areas designated for retail use (areas shown for Commercial/Open Space), office development may be developed at a maximum FAR of 0.5.

ef. Appropriate uses within the retail portions of this Focus Area include:

- Administrative and Professional Offices
- Automotive Uses
- Banks and Financial Services
- Business Support Services
- Eating and Drinking Establishments
- Food and Beverage Sales
- General Merchandise
- Health Clubs and Spas
- Personal Services
- Personal Instruction
- Theaters
- Civic Administration
- Cultural Facilities
- Day Care Centers
- Residential development as part of a mixed-use ~~medical facility development~~

eg. Commercial areas shall be designed as cohesive centers, and not in narrow corridors or commercial strips.

eh. Each commercial center shall establish an identifiable architectural theme, including buildings, signage and landscaping.

ei. Commercial and employment-generating developments shall be designed to accommodate public transit and non-motorized forms of transportation.

ej. A maximum of 4,000 dwelling units may be constructed within the Sand Creek Focus Area. Appropriate density bonuses may be granted for development of age-restricted housing for seniors; however, such density bonuses may not exceed the total maximum of 4,000 dwelling units for the

Sand Creek Focus Area, subject to the state density bonus law and the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative.

lk. It is recognized that although the ultimate development yield for the Focus Area may be no higher than the 4,000 dwelling unit maximum, subject to the state density bonus law and the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative, the actual development yield is not guaranteed by the General Plan, and could be substantially lower. The actual residential development yield of the Sand Creek Focus Area will depend on the nature and severity of biological, geologic, and other environmental constraints present within the Focus Area, including, but not limited to constraints posed by slopes and abandoned mines present within portions of the Focus Area; on appropriate design responses to such constraints, and on General Plan policies. Such policies include, and but are not limited to, identification of appropriate residential development types, public services and facilities performance standards, environmental policies aimed at protection of natural topography, substantial open space and environmental resources, policies intended to protect public health and safety, and implementation of the Resource Management Plan called for in Policy "u," below.

ml. As a means of expanding the range of housing choices available within Antioch, three two types of "upscale" housing are to may be provided, including Hillside Estate Housing, east of Deer Valley Road and Executive Estate Housing east of Deer Valley Road and in the Limited Development Area west of Deer Valley Road, and Golf Course Oriented Housing.

Hillside Estate Housing consists of residential development within the hilly portions of the Focus Area east of Deer Valley Road that are designated for residential development. Appropriate land use types include Large Lot Residential. Within these areas, typical flat land roadway standards may be modified (e.g., narrower street sections, slower design speeds) to minimize required grading. Mass grading would not be permitted within this residential type. Rough grading would be limited to streets and building pad areas. Residential densities within Hillside Estate Areas are to be limited to one dwelling unit per gross developable acre (1 du/ac), with typical lot sizes ranging upward from 20,000 square feet. The anticipated population density for this land use type is up to four persons per developed acre. Included in this category is custom home development, wherein semi-improved lots are sold to individuals for construction of custom homes. Approximately 20 percent of Hillside Estate Housing ~~should~~ could be devoted to custom home sites.

Executive Estate Housing consists of large lot suburban subdivisions within the flatter portions of the Focus Area. Appropriate land use types include Large Lot Residential. Densities of Executive Housing areas would typically be 2 du/ac, with lot sizes ranging upward from 12,000 square feet. The anticipated population density for this land use type is up to eight persons per developed acre.

Golf Course Oriented Housing consists of residential dwelling units fronting on a golf course to be constructed within the portion of the Focus Area identified as Golf Course/Senior Housing/Open Space in Figure 4.8. Appropriate land use types include Single Family Detached and Small Lot Single Family Detached for lots fronting on the golf course. Maximum densities for golf course oriented housing would typically be 4 du/ac, with lot sizes as small as 5,000 square feet for lots actually fronting on the golf course. Given the significant environmental topographic constraints in the portion of the focus area west of Empire Mine Road, the minimum lot size for executive estate housing within this area shall be a minimum of 10,000 square feet. This would allow additional development flexibility in situations where executive estate housing needs to be clustered in order to preserve existing natural features. In no case shall the 10,000 square foot minimum lot size constitute more than 20 percent of the total number of executive estate housing units in the area west of Empire Mine Road. The anticipated population density for this land use type is up to eight to twelve persons per acre developed with residential uses. Should the City determine as part of the development review process that development of a golf course within the area having this designation would be infeasible, provision of an alternative open space program may be permitted, provided, however, that the overall density of lands designated Golf Course/Senior Housing/Open Space not be greater than would have occurred with development of a golf course.

nn. Single Family Detached housing within suburban-style subdivisions with lot sizes ranging from 7,000 square feet to 10,000 square feet may also be developed within the Sand Creek Focus Area east of Deer Valley Road within areas shown as Residential and Low Density Residential in Figure 4.8. Single Family Detached housing within suburban-style subdivisions with minimum lot sizes ranging from approximately 5,000 square feet to 10,000 square feet may be developed within the Limited Development Area. The anticipated population density for this land use type is up to eight to twelve sixteen persons per acre developed with residential uses.

oo. Small Lot Single Family Detached housing at the Aviano planned development and at the Vineyards at Sand Creek planned development with lots smaller than 7,000 square feet may be developed in the Sand Creek Focus Area east of Deer Valley Road within areas shown as Medium Low Density Residential and Low Density Residential in Figure 4.8. Small Lot Single Family Detached housing on the land known as The Ranch with minimum lot sizes from approximately 4,000 square feet may be developed within the Limited Development Area. The anticipated population density for this land use type is fourteen to eighteen persons per acre developed with residential uses.

pp. A total of 25 to 35 acres is to be reserved for multi-family housing to a maximum density of 20 du/ac. Areas devoted to multi-family housing should be located adjacent to the main transportation routes within the Focus Area, and in close proximity to retail commercial areas. The anticipated population density for this land use type is up to forty persons per acre developed with residential uses.

qq. Age-restricted senior housing should be developed within the Focus Area as a means of expanding the range of housing choice within Antioch, while reducing the Focus Area's overall traffic and school impacts. Such senior housing may consist of Single Family Detached, Small Lot Single Family Detached, of Multi-Family Attached Housing, and may be developed in any of the residential areas of the Sand Creek Focus Area, including the Limited Development Area. Within areas identified in Figure 4.8 specifically for senior housing, limited areas of non-senior housing may be permitted where environmental or topographic constraints would limit development densities to a range more compatible with estate housing than with senior housing.

- eg. Areas identified as Public/Quasi Public and School in Figure 4.8 and areas within the Limited Development Area, are intended to identify locations for new public and institutional uses to serve the future development of the Sand Creek Focus Area. Development within these areas is to be consistent with the provisions of the Public/Institutional land use category described in Section 4.4.1.4 of the Land Use Element.
- sf. Sand Creek, ridgelines, hilltops, stands of oak trees, and significant landforms shall be preserved in their natural condition. Overall, a minimum of 25 percent of the Sand Creek Focus Area east of Deer Valley Road shall be preserved in open space exclusive of lands developed for golf course use. A minimum of 65 percent of the Sand Creek Focus Area west of Deer Valley Road shall be within the Restricted Development Area established by the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative.
- ta. Adequate buffer areas adjacent to the top of banks along Sand Creek to protect sensitive plant and amphibian habitats and water quality shall be provided. Adequate buffer areas shall also be provided along the edge of existing areas of permanently preserved open space adjacent to the Sand Creek Focus Area, including but not limited to the Black Diamond Mines Regional Park. Buffers established adjacent to existing open space areas shall be of an adequate width to minimize light/glare, noise, fire safety, and public safety, habitat, and public access impacts within the existing open space areas, consistent with the provisions of Section 10.5, Open Space Transitions and Buffers Policies of the General Plan.
- uf. Because of the sensitivity of the habitat areas within the Sand Creek Focus Area, and to provide for mitigation of biological resources impacts on lands in natural open space, as well as for the long-term management of natural open space, a project-specific Resource Management Plan based on the Framework Resource Management Plan attached as Appendix A to this General Plan shall be prepared and approved prior to development of issuance of the first building permit for the Sand Creek Focus Area properties.
- vu. A viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell Ranch State Park shall be retained in the Restricted Development Area using linkages in the southwestern portion of the Lone Tree Valley (within the Sand Creek drainage area), Horse Valley, and the intervening ridge. The primary goal of preserving such a corridor is to allow for wildlife movement between Black Diamond Mines Regional Preserve and Cowell Ranch State Park. Completion of such a corridor is contingent upon the cooperation with the City of Brentwood and Contra Costa County, each of whom may have land use jurisdiction over portions of this corridor.
- To preserve the corridor and in view of other significant development constraints, certain lands in the southwestern portion of the Focus Area shall be designated as "Open Space," as depicted in Figure 4.8. Limited future adjustments to the boundaries of this "Open Space" area may occur as part of the Specific Plan and/or project-level environmental review processes, provided that such adjustments: (a) are consistent with the goals and policies outlined in the Framework for Resource Management set forth in Appendix A; (b) are based upon subsequently developed information and data relating to environmental conditions or public health and safety that is available at the Specific Plan stage, the project-level development plan stage, or during the permitting processes with federal, state or regional regulatory agencies; and (c) would not cause the "Open Space" area west of Empire Mine Road to be less than 65 percent of the total lands west of Empire Mine Road. Any open space and otherwise undeveloped areas west of Empire Mine Road that are within the area designated as "Hillside and Estate Residential" shall not count towards meeting this 65 percent minimum "Open Space" requirement.
- All areas designated as "Open Space" within the Focus Area may be utilized for mitigation for loss of grassland and other project-level impacts by projects within the Focus Area.
- Due to the varied and complex topography west of Empire Mine Road the exact boundary between the "Hillside and Estate Residential" area and "Estate Residential" area shall be determined as part of the project-level entitlement process.
- It is anticipated that there will be only minor adjustments to the boundary between the open space area and the hillside and estate residential area shown in Figure 4.8. Minor adjustments may be made to this boundary provided that such adjustments shall not create islands of residential development within the area designated open space in Figure 4.8.
- In order to ensure adequate buffering of the Black Diamond Mines Regional Park from development in the Sand Creek Focus Area, no residential development shall be allowed north of the Sand Creek channel between the area designated "Hillside and Estate Residential" in Figure 4.8 west of Empire Mine Road and the existing Black Diamond Mines Regional Park boundary.
- wy. The construction of facilities necessary to ensure adequate public access across Sand Creek west of Empire Mine Road, including the bridging of Sand Creek, an appropriately sized parking lot and staging area, and any trails needed to ensure public access to Black Diamond Mines Regional Park shall be implemented as an infrastructure component of development in the Focus Area.
- wx. To mitigate the impacts of habitat that will be lost to future development within the Focus Area, an appropriate amount of habitat shall be preserved on- or off-site per the compensatory provisions of the Framework Resource Management Plan prepared for the Sand Creek Focus Area (attached as Appendix A of the General Plan) or other applicable Resource Management Plan.
- yx. Ponds, wetlands, and alkali grassland associated with upper Horse Creek shall be retained in natural open space, along with an appropriate buffer area to protect sensitive plant and amphibian habitats and water quality. If impacts on the Horse Creek stream and riparian downstream are unavoidable to accommodate infrastructure, appropriate compensatory mitigation shall be required off-site per the provisions of the Resource Management Plan attached as Appendix A to this General Plan or other applicable Resource Management Plan.

ay. Chaparral, scrub, and rock outcrop community within the western ~~westernmost~~ portion of the Focus Area (west of Empire Mine Road), as well as adjacent grassland community that is suitable habitat for the Alameda whipsnake (*Masticophis lateralis euryxanthus*) shall be retained in natural open space. Within other portions of the Focus Area, the chaparral, scrub, and rock outcrop shall be retained in natural open space contiguous to the required grassland linkage to function as a buffer and protect the grassland linkage south of the chaparral, scrub, and outcrop community.

ea2. Within the western ~~westernmost~~ portion of the Focus Area (west of Empire Mine Road), the oak woodland and savanna community shall be preserved in natural open space. Within other portions of the Focus Area, the oak woodland and savanna community shall be preserved in natural open space where it overlaps the rock outcrop community.

ebaa. As appropriate and necessary to protect public health and safety, abandoned mines shall be included within required natural open space areas, along with appropriate buffer areas and measures to prevent unauthorized entry.

ecbb. Mass grading within the steeper portions of the Focus Area (generally exceeding 25 percent slopes) is to be avoided ~~prohibited~~.

edcc. Impacts of residential development on the Antioch Unified School District and Brentwood school districts will be mitigated, ~~which may include pursuant to a developer agreement with the District~~ or other acceptable means of mitigation.

eedd. Project entry, streetscape, and landscape design elements are to be designed to create and maintain a strong identification of the Sand Creek Focus Area as an identifiable "community" distinct from Southeast Antioch.

fees. The Sand Creek Focus Area is intended to be "transit-friendly," including appropriate provisions for public transit and non-motorized forms of transportation.

gg—subject to its financial feasibility (see Policy "m"), a golf course shall be provided within the Focus Area, designed in such a way as to maximize frontage for residential dwellings. The golf course may also be designed to serve as a buffer between development and open space areas set aside to mitigate the impacts of development.

~~The golf course shall be designed to retain the existing trail within Sand Creek.~~

~~The golf course and Sand Creek corridor shall function as a visual amenity from the primary access road within the Focus Area (Dallas Ranch Road/Sand Creek Road).~~

~~As part of the golf course clubhouse, banquet and conference facilities shall be provided.~~

haff. A park program, providing active and passive recreational opportunities is to be provided. In addition to a golf course and preservation of natural open space within Sand Creek and the steeper portions of the Focus Area, the development shall meet the City's established park standards. A sports complex is to ~~may~~ be developed.

~~A sports complex is to be developed. The sports complex is intended to would be located within the Flood Control District's detention basin.~~

Neighborhood park facilities ~~for the exclusive use of project residents may will~~ be privately maintained ~~for the exclusive use of project residents. Public parks for the use of the general public will be publicly maintained.~~ The sports complex within the Sand Creek Detention Basin ~~will is anticipated to be maintained by the City.~~

igg. Development of an appropriate level of pedestrian and bicycle circulation throughout the community is to ~~will~~ be provided, including pathways connecting the residential neighborhoods, as well as non-residential and recreational components of the community. Sand Creek Focus Area development ~~should will~~ also provide recreational trail systems for jogging and bicycling, including areas for hiking and mountain biking. Trails along Sand Creek and Horse Valley Creek shall be designed so as to avoid impacting sensitive plant and amphibian habitats, as well as water quality.

hh. Transferable development credits of residential land use densities are hereby allocated to the property owners of record of land designated Limited Residential Development by the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative.

Transferable residential development credits shall run with the land.

Upon the application of an owner of record of land or his or her authorized representative, residential land use densities may be transferred with other residentially-designated land in the Limited Development Area, with the approval of the Director of the Community Development Department or his or her designee, if such transfer (1) is consistent with the purposes and intent of the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative and (2) would not cause the anticipated maximum General Plan build out in the City to exceed the maximum number of dwelling units in the Sand Creek Focus Area as set forth in Table 4.B. Notwithstanding the foregoing, the City shall not disapprove a density transfer unless it makes written findings, based on a preponderance of evidence in the record, that the proposed transfer would have a specific, adverse impact on the public health or safety, and there is no method to satisfactorily mitigate or avoid the specific adverse impact without disapproving the proposed transfer.

ii. Proponents of new residential development within the Limited Development Area are strongly encouraged to provide extraordinary public benefits to the community, including

financial contributions to the Antioch Unified School District for local high school sports facilities and performing arts facilities.

15. Chapter 4.0 of the General Plan, entitled "Land Use," contains a subsection 4.4.7, entitled "Voter-Approved Urban Limit Line." That subsection is amended, effective January 1, 2021, upon the expiration of Measure K, as follows:

Pursuant to the City of Antioch Growth Control, Traffic Relief, Voter-Approved Urban Limit Line, and Roddy Ranch Development Reduction Initiative (Measure K), the voters amended the General Plan to establish the urban limit line as shown on Figure 4.12. This Voter-Approved Urban Limit Line establishes a line through the Roddy Ranch and Ginochio Property Focus Areas beyond which the General Plan land use designations cannot be amended to allow uses other than open space uses. The ULL thus preserves and protects agricultural, natural resource, and open space uses on lands outside the ULL by establishing a line beyond which no urban land uses may be designated, until December 31, 2030. Pursuant to the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative, the location of the Voter-Approved Urban Limit Line may be amended only by the voters of the City. The City shall oppose any annexation to the City of any land outside of the Voter-Approved Urban Limit Line.

E. COMMUNITY IMAGE AND DESIGN ELEMENT AMENDMENTS.

1. Chapter 5.0 of the General Plan, entitled "Community Image and Design," contains a section 5.1, entitled "Function and Purpose." That section is amended as follows:

5.1 FUNCTION AND PURPOSE

Underlying the livability and economic vitality of a community is its perceived image. Community design quality is not just an aesthetic matter, but has distinct functional dimensions. Persistent attention to the details in the design of the built environment is an investment in the quality of the community. It pays dividends in residents' perception of their quality of life and the perceptions that prospective employers and retailers will have regarding the desirability of Antioch as a location for their businesses.

With rapid growth, the City's appearance has become an increasingly important issue for Antioch's residents. The Community Image and Design Element addresses the visual quality and character of Antioch's built environment, and a continuing process to shape the community's physical form and create a more efficient, attractive, and, at times, dramatic urban environment. As Antioch continues to grow within the existing boundaries of the voter-approved Urban Limit Line (ULL), this Element, along with the Land Use Element, will provide guidance for more detailed design guidelines and standards contained in specific plans and planned community documents, design guideline handouts provided by the City, provisions of the sign ordinance, and other provisions of the zoning ordinance.

2. Chapter 5.0 of the General Plan, entitled "Community Image and Design," contains a section 5.2, entitled "Existing Community Design." That section is amended as follows:

5.2 EXISTING COMMUNITY DESIGN

Antioch extends in a roughly square pattern from Pittsburg on the west to the Antioch Bridge on the east, and from the foothills of Mt. Diablo on the south to the San Joaquin River on the north. The City is bisected by State Route 4 (SR 4), an east-west-oriented four-lane freeway. The Southern Pacific Railroad line runs east-west just north of SR 4; the Burlington Northern Santa Fe Railroad line runs east-west along the San Joaquin River waterfront. The Contra Costa Canal is located south of SR 4, and traverses the Planning Area in an east-west direction.



On the north side of SR 4, older residential areas and the historic Downtown area are organized in a traditional grid street pattern. Small lots of vacant, undeveloped land are situated between homes, such as the lots at the intersection of J and Third Streets. There are few large undeveloped parcels, such as the Hickmott site and the land adjacent to Beede Lumber on 2nd Street. Many of these vacant parcels are small or irregular in shape.

South of SR 4, the suburban street patterns of newer residential areas reflect their development as a series of separate subdivisions. Some vacant or underutilized parcels exist within the subdivisions. The hill and valley areas south of the Contra Costa Canal have grown most recently. In general, growth over the past 30 years has solidified the City's current role as a bedroom community for the San Francisco Bay Area.



South of SR 4, minor ridgelines occur northeast of the Contra Loma Boulevard/James Donlon Boulevard intersection, east and west of Hillcrest Avenue, and in the area separating Lone Tree Way from Lone Tree Valley. Major ridgelines associated with the foothills of Mt. Diablo occur along the entire southwest boundary of the Planning Area within the ULL, from Somersville Road to the City's southeastern boundary adjacent to the City of Brentwood. Most of the open lands in the southwest Antioch are located within the Black Diamond Mines Regional Preserve, Contra Loma Regional Park, or the Sand Creek Focus Area, an area of mostly privately owned ranch land that is planned for development within the ULL.

North of SR 4, the majority of the San Joaquin River shoreline is in park or open space uses. North of Downtown, the Antioch Riverfront Promenade, a 1/3-mile urban walkway and linear park, runs adjacent to the River, connecting the Marina and the Barbara Price Marina Park to G Street. To the west of Downtown and bordering Pittsburg, the Dow Wetland Preserve forms part of the City's shoreline. To the east of Downtown, the Antioch Dunes National Wildlife Refuge and other open areas occupy the City's shoreline. The Contra Costa County Fairgrounds and Lake Alhambra are upland open areas among higher-density residential uses north of SR 4.

The City also maintains 31 parks, varying in size and amenities from the 2-acre Deerfield Park to the 99-acre Prewett Family Water Park. The Delta De Anza Regional Trail, operated by the EBRPD, is a linear open space element that begins at the City of Antioch Community Park, and travels east along the Contra Costa Canal.



3. Chapter 5.0 of the General Plan, entitled "Community Image and Design," contains a subsection 5.2.1.2, entitled "Residential Districts South of the Route 4 Freeway." That subsection is amended as follows:

5.2.1.2 Residential Districts South of the Route 4 Freeway



Residential Existing residential districts south of SR 4 were built mainly from the 1950s to the present. These newer residential areas tend to be defined by subdivision, each with common architecture and landscaping themes. Single-family housing is the most common type, with a density of approximately five housing units per net acre, which is a typical suburban housing density. Some condominium developments and apartments (such as Flores Apartments, Hudson Townhouse Manor, and Delta View) are located south of SR 4.

4. Chapter 5.0 of the General Plan, entitled "Community Image and Design," contains a section 5.3, entitled "Existing Community Design." That section is amended as follows:

5.3 GOALS OF THE COMMUNITY DESIGN ELEMENT

To provide for a sustained high quality of life and ensure that new development occurs in a logical and orderly manner, it is the goal of the Community Image and Design Element to accomplish the following:

- Create a community design theme and a visual identity for Antioch, recognizing its local as "Gateway to the Delta."

The design quality of a community and its design expectations reflect a critical philosophy regarding community development, whether the community is committed not only to defining the right mix and location of land uses, but to their exceptional quality as well. Community design must reflect Antioch's commitment to the concept that new development within the ULL needs to make a positive contribution to the community. Thus, the Community Image and Design Element aims to:

- Sustain Antioch's identity as "Gateway to the Delta" and provide the visual character of a unique, desirable living environment;
- Contribute to the City's economic development objectives and assist in achieving a local balance between jobs and housing by appealing to investors who value municipal commitments to quality development that will protect private sector investments in their projects;
- Offer incentives for new residential, commercial, office, business park, and industrial developments within the ULL to achieve excellence and make a positive contribution to the community because the quality of the project will be matched or exceeded by subsequent projects within the ULL;
- Stimulate development of pedestrian friendly, appealing enclaves, and provide accessibility for bicyclists;
- Provide a vehicle for reinforcing Antioch's heritage through compatible design and preservation/reuse of historic resources;
- Enhance the quality of existing developed areas as they mature over time, eliminating perceived differences in the quality of newer and older portions of the community;
- Stimulate ongoing pride in Antioch by its citizens and those who work in the community; and
- Help to communicate to others what kind of community Antioch believes itself to be.

5. Chapter 5.0 of the General Plan, entitled "Community Image and Design," contains a subsection 5.4.2, entitled "General Design Policies." That subsection is amended as follows:

5.4.2 General Design Policies

- a. Base the City's review of public and private projects within the ULL on the following general design principles.
 - Innovative design, regardless of its style, is more important to the achievement of "quality" than the use of predetermined themes.
 - "High quality" comes from the explicit consideration of all aspects of development design. It is in design details that "quality" is ultimately manifested.
 - Designers need to respect community goals and needs, as well as address their client's economic objectives.
 - Individual buildings and developments within the ULL are not isolated entities, but are part of a larger district and community into which they must fit. While innovation and individual expression are sought, compatibility of design elements is also important.
 - Standardized design solutions, "corporate architecture," and "off the shelf models" cannot always be depended upon. What worked before or was accepted elsewhere may not work or be acceptable in the proposed application in Antioch.
 - Architectural styles, landscaping, and project amenities should complement surrounding development, and convey a sense of purpose, not expediency.
 - All building elevations visible to the public should be given equal attention and detail.
 - The same design solution, no matter how well done, when repeated too often or over too large an area, can become boring, lose its effectiveness, and no longer communicate "quality."
- b. Incorporate Antioch's "Gateway to the Delta" theme and reminders of its community heritage into the design of new residential, commercial, employment generating, and recreational development within the ULL, as well as into public facilities.
 - Incorporate nautical/waterway, gateway/entry, industrial or ranching themes into the design details of new developments and community facilities, such as building architecture, signage, lighting standards, site paving and landscaping, street furniture (e.g., benches, trash enclosures and receptacles), fencing, and placement of murals and sculpture in public locations.
 - Maintain a consistent design theme throughout each development project. Each individual development project and area within the project should portray an identifiable design theme.

- Select tree species that are appropriate to their specific applications (e.g., providing shade, framing long-distance views of the San Joaquin River or Mt. Diablo, or framing short-distance views of new development).
- c. Maintain view corridors from public spaces to natural ridgelines and landmarks, such as Mount Diablo and distant hills, local ridgelines, the San Joaquin River, and other water bodies.
 - Recognizing that new development within the ULL will inevitably result in some loss of existing views, as part of the City's review of development and commercial and industrial landscape plans, minimize the loss of views from public spaces.
 - Important view corridors to be protected include Somersville Road, Lone Tree Way, Hillcrest Avenue, SR 4, SR 160, James Donlon Boulevard, Deer Valley Road, and Empire Mine Road.
- d. Strengthen and emphasize community focal points, visual landmarks, and features contributing to Antioch's identity using design concepts and standards implemented through the zoning ordinance, design guidelines and design review process, and specific plan and planned community documents.
- e. Create a framework of public spaces at the neighborhood, community, and regional scale.
 - Provide for new open space opportunities throughout the City, especially in neighborhoods having minimal access to open space. This includes exploring the potential for creek corridors, bicycle and pedestrian paths, and new small open space and conservation areas.
 - Provide an open space network within the ULL, linked by pedestrian and bicycle paths, which preserves and enhances Antioch's significant visual and natural resources.
 - Provide sitting areas within parks and along pedestrian and bicycle paths within the ULL.
 - Restore the San Joaquin Riverfront as a linear park and multi-use trail from the western City limits to Rodger's Point/Fulton Shipyard.
 - Utilize existing creeks, such as Sand Creek, as linear parks, providing pedestrian and bicycle paths.
 - Views along utility corridors should be retained and enhanced through the use of planting materials to frame and focus views and to provide a sense of orientation.
- f. Provide for consistent use of street trees to identify City streets, residential neighborhoods, commercial and employment districts, and entry points to the City.
 - Select species that enhance the pedestrian character of, and convey a distinctive and high quality visual image for the City's streets; are drought-tolerant, fire- and pest resistant; and complement existing street trees.
 - Use changes in tree species, scale, color and spacing to differentiate the roadway types identified in the Circulation Element.
 - Use a consistent palette of street trees to distinguish Antioch from other communities, and to distinguish individual areas within the community (e.g., Rivertown, East Lone Tree, "A" Street Corridor) from each other.
 - Street trees should relate to the scale, function, and visual importance of the area in which they are located, establishing a hierarchy of street trees for entry locations, intersections, and activity centers.
 - Major accent trees are to be located at City and community entry locations, key intersections, and major activity centers (e.g., County East Mall, Prewett Family Park).
 - Street Trees should be selected as a common tree for street frontages. A single species may be selected for all residential neighborhoods or different species to distinguish different neighborhoods from each other. Within residential neighborhoods, street trees should be full, providing shade and color. In commercial districts, the trees should provide shade but be more transparent at the motorist and pedestrian levels to promote views of store fronts and visual interaction of pedestrians. Within employment districts street trees should provide shade and screening, and be used to frame views of buildings and building entries.
- g. Maintain common community design elements throughout the City.
 - Provide a system of well-designed directional signage, facilitating way finding to community features such as shopping areas, marinas, parks, and civic buildings.
 - Incorporate common design elements in community features such as roadway landscaping, streetlights, street signs, traffic lights, and community directional signage.
 - Use design variations in landscaping, street light standards, and street signs as a means of defining special design districts (e.g., Rivertown, Somersville Road and "A" Street corridors).
- h. Wherever feasible, existing above-ground utility lines should be placed underground.
- i. Preserve and strengthen Rivertown as a vital and attractive place.

- Promote activity along Rivertown streets through attractive building designs with street level activity and facade windows, public art, and other landscaping elements that are pedestrian-friendly.
 - Maintain views of the San Joaquin River from buildings within Rivertown, where they are available, by placing windows rather than solid walls along the river side of buildings.
 - Avoid blank parking garage building frontages.
 - Orient buildings along the first street inland from the San Joaquin River toward the river to enhance pedestrian and bicycle activity.
 - Utilize murals to enhance the design quality of existing large blank walls (e.g., Campanile Theater).
 - Seek opportunities for small public spaces throughout Rivertown to provide for the comfort of pedestrians and bicyclists, enhance street level activity, and provide sitting areas and protection from the sun and rain. Small left over spaces between buildings, at street corners, at the edges of parking lots, or along the edges of sidewalks can thus become attractive and lively additions to the street scene.
- j. Within multi-family, commercial, office and business parks, and industrial within the ULL, screen enclosures, loading areas, mechanical equipment, and outdoor storage areas from view from public streets, and, as appropriate, from other public views.
- Ground mounted equipment incidental to multi-family, commercial, office, and business park development within the ULL shall be appropriately screened with solid walls, trellises, and/or landscaping. Equipment location should be away from the front of the building, and screening must be similar to adjacent architecture and materials.
 - Refuse collection areas are to be large enough to accommodate storage of recyclable materials, and be screened with a solid perimeter wall using materials and colors compatible with those of the adjacent structures. Refuse collection areas should be located on an interior building side yard, and are to be roofed if the contents of the area are visible from a freeway.
 - Loading docks and areas, as well as trash enclosure areas shall be screened from public view areas. When there is adjacent residential development, loading and trash enclosure areas shall be physically separated and screened from adjacent residential structures.
 - Service areas, including storage, special equipment, outdoor work areas, and loading areas, should be screened from public view with landscaping and architectural elements.
 - Screen utility equipment and communication devices so that the project will appear free of all such devices.
- k. Prohibit roof-mounted equipment (with the exception of small satellite dishes and solar panels) for single-family residential development consistent with FCC regulations.
- New residential uses should be pre-wired so as to allow for the placement of satellite dishes in a manner that is integrated with the building design, and avoids placement of dishes on chimneys or above the roof line.
 - Where required for commercial, office, and industrial development, screen roof mounted equipment and cellular antennas completely from public view on all sides. Particular attention shall be given to the sides visible from freeways, with the intent of minimizing the need for screening devices to the greatest extent possible.
- l. Screening of roof-mounted equipment and cellular antennas, where provided, should be an integral part of the building design and not appear as a tacked-on afterthought. Ground-mounted mechanical equipment (with appropriate wall or landscape screening) is encouraged as an alternative to roof mounting.
- m. All roof screens must be solid and continuous. Continuous grills or louvers must cover equipment. Roof screens will be sheathed in a matching or complementary material to the exterior building material.
- n. Utilize street lights in commercial, office, and business park areas that are pedestrian-oriented, attractively designed, compatible in design with other street furniture, and provide adequate visibility and security.
- o. Design onsite lighting to improve the visual identification of adjacent structures.
- Within commercial areas, lighting should also help create a festive atmosphere by encouraging evening use of areas by pedestrians.
 - Within commercial and industrial development within the ULL, provide design features such as screened walls, landscaping, setbacks, and lighting restrictions between the boundaries of adjacent residential land use designations to reduce the impacts of light and glare.
 - In all projects, lighting fixtures should be attractively designed and of a low profile to complement the overall design theme of the project within which they are located.

- On-site lighting shall create a safe environment adhering to established crime prevention standards, but shall not result in nuisance levels of light or glare on adjacent properties. Limit sources of lighting to the minimum required to ensure safe circulation and visibility.
 - p. Lighting should accommodate night use of streets and promote security while complying with the provision of a dark night sky. Streetscape areas that are used by pedestrians at night should be well lit. Within rural and open space areas, limit street lighting to intersections and other locations that are needed to maintain safe access (e.g., sharp curves).
 - q. The design of new developments within the ULL shall protect residents' privacy by avoiding placement of windows directly opposite each other and avoiding windows overlooking the yard areas of adjacent residences to the maximum feasible extent.
 - r. New multi-family, commercial, office, and business park developments within the ULL shall emphasize pedestrian level activities by utilizing the following techniques:
 - design projects so as to have a central plaza or main visual focus which is oriented toward pedestrians;
 - incorporate plaza areas which can be used as informal gathering places;
 - install "street furniture" (benches, bus shelters, planters, bike racks, trash receptacles, newspaper racks, water fountains, and bollards) to create and enhance small plazas and similar open spaces within urban areas; and
 - within commercial, office, business park, and industrial developments within the ULL, encourage architectural styles that provide covered verandas and other similar pedestrian-oriented shade features.
 - s. Where needed, undertake active programs to minimize or prohibit through traffic from using neighborhood collectors and local streets. Visual deterrents to through traffic will be emphasized, using physical deterrents only as a last resort.
6. Chapter 5.0 of the General Plan, entitled "Community Image and Design," contains a subsection 5.4.12, entitled "Development Transitions and Buffering Policies." That subsection is amended as follows:
- 5.4.12 Development Transitions and Buffering Policies¹**
- a. Minimize the number and extent of locations where non-residential land use designations abut residential land use designations. Where such land use relationships cannot be avoided, strive to use roadways to separate the residential and non-residential uses².
- ¹ These policies are focused on protecting existing and planned residential uses from the effects of adjacent land uses. Policies to provide similar buffers between existing and proposed developments within the ULL and existing open space and agricultural areas are set forth in Section 10.5 of the Resource Management Element.
- ² It is recognized that residential and non residential properties will sometimes abut along a common property line (such as between neighborhood shopping centers and adjacent neighborhoods).
- b. Ensure that the design of new development proposed within the ULL along a boundary between residential and non-residential uses provides sufficient protection and buffering for the residential use, while maintaining the development feasibility of the non-residential use. The burden to provide buffers and transitions to achieve compatibility should generally be on the second use to be developed. Where there is bare ground to start from, both uses should participate in providing buffers along the boundary between them.
 - c. Provide appropriate buffering to separate residential and non-residential uses within the ULL, using one or more of the following techniques as appropriate:
 - Increase setbacks along roadways and common property lines between residential/non-residential uses.
 - Provide a heavily landscaped screen along the roadway or common property line separating residential and non-residential use.
 - Locate noise-generating activities such as parking areas; loading docks; and service, outdoor storage, and trash collection areas as far from residential uses as possible.
 - Where a multifamily residential use is located adjacent along a common property line with a non-residential use, locate the noise-generating activities of both uses (e.g., parking areas; loading docks; and service, outdoor storage, and trash collection areas) along the common property line.
 - Design the residential area with cul-de-sacs running perpendicular to and ending at the non-residential use, facilitating greater separation of residential and non-residential structures than would be possible if residential streets ran parallel to the boundary of the non-residential use.
 - d. Where a difference in residential density is indicated on the General Plan land use map, the size of parcels and character of development facing each other across a street or along a common property line should be similar, creating a transition between the densities in each area.

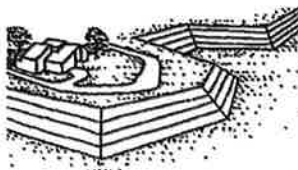
- e. Where multi-family development is located adjacent to a single-family neighborhood within the ULL, appropriate buffering ~~is to~~ shall be provided.
 - Increase setbacks for multi-family development along common property lines with single family development.
 - Provide a heavy landscaped screen along the property line of the multifamily use.
 - Locate noise-generating activities such as parking and trash collection areas as far from the single family neighborhood area as possible.
- f. The transition from lower to higher residential density within the ULL should occur within the higher density area.
- g. Uninterrupted fences and walls are to be avoided, unless they are needed for a specific screening, safety, or sound attenuation purpose.
- h. Where they are needed, fences or walls should relate to both the site being developed and surrounding developments, open spaces, streets, and pedestrian ways.
- i. Fencing and walls should respect existing view corridors to the greatest extent possible.
- j. Fencing and walls should incorporate landscape elements or changes in materials, color, or texture in order to prevent graffiti, undue glare, heat, or reflecting, or aesthetic inconsistencies.

7. Chapter 5.0 of the General Plan, entitled "Community Image and Design," contains a subsection 5.4.14, entitled "Hillside Design Policies." That subsection is amended as follows:

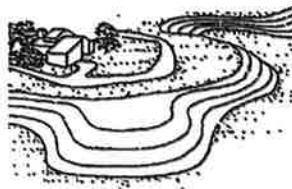
5.4.14 Hillside Design Policies

- a. Design hillside development within the ULL to be sensitive to existing terrain, views, and significant natural landforms and features.
- b. Projects within hillside areas within the ULL shall be designed to protect important natural features and to minimize the amount of grading. To this end, grading plans shall conform to the following guidelines.
 - Slopes less than 25%:
Redistribution of earth over large areas may be permitted.
 - Slopes between 25% and 35%:
Some grading may occur, but landforms need to retain their natural character. Split-level designs and clustering are encouraged as a means of avoiding the need for large padded building areas.
 - Slopes between 35% and 50%:
Development and limited grading within the ULL can occur only if it can be clearly demonstrated that safety hazards, environmental degradation, and aesthetic impacts will be avoided. Structures shall blend with the natural environment through their shape, materials and colors. Impact of traffic and roadways is to be minimized by following natural contours or using grade separations. Encouraged is the use of larger lots, variable setbacks and variable building structural techniques such as stepped or post and beam foundations are required.
 - Slopes greater than 50%:
Except in small, isolated locations, development in areas with slopes greater than 50% should be avoided.
- c. Manufactured slopes in excess of five vertical feet (5') shall be landform graded. "Landform grading" is a contour grading method which creates artificial slopes with curves and varying slope ratios in the horizontal and vertical planes designed to simulate the appearance of surrounding natural terrain. Grading plans shall identify which slopes are to be landform graded and which are to be conventionally graded.
- d. The overall project design/layout of hillside development within the ULL shall adapt to the natural hillside topography and maximize view opportunities to, as well as from the development.
- e. Grading of ridgelines within the ULL is to be avoided wherever feasible, siting structures sufficiently below ridgelines so as to preserve unobstructed views of a natural skyline. In cases where application of this performance standard would prevent construction of any structures on a lot of record, obstruction of views of a natural skyline shall be minimized through construction techniques and design, and landscaping shall be provided to soften the impact of the new structure.
- f. Hillside site design should maintain an informal character with the prime determinant being the natural terrain. This can be accomplished by:
 - utilizing variable setbacks and structure heights, innovative building techniques, and retaining walls to blend structures into the terrain, and

- allowing for different lot shapes and sizes.
- g. Buildings should be located to preserve existing views and to allow new dwellings access to views similar to those enjoyed from existing dwellings.
- h. Streets should follow the natural contours of the hillside to minimize cut and fill, permitting streets to be split into two one-way streets in steeper areas to minimize grading and blend with the terrain. Cul-de-sacs or loop roads are encouraged where necessary to fit the terrain. On-street parking and sidewalks may be eliminated, subject to City approval, to reduce required grading.
- i. Clustered development is encouraged as a means of preserving the natural appearance of the hillside and maximizing the amount of open space. Under this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state.
- j. Project design should maximize public access to canyons, overlooks, and open space areas by:
 - providing open space easements between lots or near the end of streets or cul-de-sacs; and
 - designating public pathways to scenic vistas.
- k. Permit the use of small retaining structures when such structures can reduce grading, provided that these structures are located and limited in height so as not to be a dominant visual feature of the parcel.
 - Where retaining walls face public streets, they should be faced with materials that help blend the wall into the natural character of the terrain.
 - Large retaining walls in a uniform plane should be avoided. Break retaining walls into elements and terraces, and use landscaping to screen them from view.



Unacceptable



Acceptable

- l. Lot lines shall be placed at the top of slopes to facilitate maintenance by the down slope owner, who has the greater "stake" in ensuring the continued integrity of the slope.
- m. The overall scale and massing of structures shall respect the natural surroundings and unique visual resources of the area by incorporating designs which minimize bulk and mass, follow natural topography, and minimize visual intrusion on the natural landscape.
 - The overall height of a building is an important aspect of how well it fits into the existing character of the neighborhood and its hillside environment. Houses should not be excessively tall so as to dominate their surroundings or create a crowded appearance in areas of small lots. Structures should generally be stepped down hillside and contained within a limited envelope parallel to the natural grade, rather than "hutting out" over natural slopes.
 - Building forms should be scaled to the particular environmental setting so as to complement the hillside character and to avoid excessively massive forms that fail to enhance the hillside character.
 - Building facades should change plane or use overhangs as a means to create changing shadow lines to further break up massive forms.
 - Wall surfaces facing towards viewshed areas should be minimized through the use of single story elements, setbacks, roof pitches, and landscaping.
- n. Collective mass rooflines and elements should reflect the naturally occurring ridgeline silhouettes and topographical variation, or create an overall variety, that blends with the hillside.
- o. Based upon the graphic principle that dark colors recede and light colors project, medium to dark colors which blend with the surrounding environment should be used for building elevations and roof materials in view-sensitive areas.
- p. Architectural style, including materials and colors, should be compatible with the natural setting. The use of colors, textures, materials and forms that will attract attention by contrasting or closing with other elements in the neighborhood is to be avoided. No one dwelling should stand out.
- q. The interface between development areas within the ULL and open space is critical and shall be given special attention. Slope plantings should create a gradual transition from developed slope areas into natural areas. By extending fingers of planting into existing and sculptured slopes, the new landscape should blend in with the natural vegetation.

- r. Planting along the slope side of a development should be designed to allow controlled views out, yet partially screen and soften the architecture. In general, 50 percent screening with plan materials should be accomplished.
 - Trees should be arranged in informal masses and be placed selectively to reduce the scale of long, steep slopes.
 - Shrubs should be randomly spaced in masses.
 - Skyline planting should be used along recontoured secondary ridgelines to recreate the linear silhouette and to act as a backdrop for structures. Trees should be planted to create a continuous linear silhouette since gaps in the planting will not give the desired effect.
 - Trees that grow close to the height of structures should be planted between buildings to eliminate the open gap and blend the roof lines into one continuous silhouette.
 - For fire prevention purposes, a fuel modification zone shall be provided between natural open space and development.
- s. New development within hillside areas within the ULL shall be conditioned upon:
 - the preparation and recordation of a declaration of covenants, conditions and restrictions providing for the development and maintenance of manufactured slopes;
 - in the case of a parcel map or subdivision, the subdivider's supplying a program and/or staff for preventive maintenance of major manufactured slope areas. Such program must be approved prior to approval of a final map, and shall include homeowner slope maintenance requirements and guidelines to be incorporated into the declaration of covenants, conditions and restrictions.

F. ECONOMIC DEVELOPMENT ELEMENT AMENDMENTS.

1. Chapter 6.0 of the General Plan, entitled "Economic Development," contains a section 6.2, entitled "Goals and Strategies of the Economic Development Element." That section is amended as follows:

6.2 GOALS AND STRATEGIES OF THE ECONOMIC DEVELOPMENT ELEMENT

To provide for a sustained high quality of life, it is the goal of the Economic Development Element to accomplish the following:

- *Create a sound local economy that attracts investment, increases the local tax base, and generates sufficient public revenues to support desired municipal services and facilities.*

A strong economy not only provides local workers with adequate income to afford a high quality of life, but it also provides local government with sufficient public revenues to provide high levels of municipal services and facilities. To achieve such a local economy requires implementation of an economic development strategy, which includes:

 - preparing specialized business marketing materials;
 - utilizing appropriate distribution channels to reach the widest market;
 - targeting key industries; maintaining a high web site with key economic and site availability information;
 - improving relationships with existing local employers; maintaining a business friendly reputation;
 - providing appropriate incentives to attract new businesses and facilitate expansion of existing businesses;
 - maintaining partnerships with local and regional business organizations;
 - expanding the local retail market to maintain a fiscally strong City;
 - building adequate infrastructure to maintain an inventory of ready-to-build sites for new and expanding businesses; and
 - providing a mix of housing in a quality environment, including high-quality new housing on lands within the Urban Limit Line (ULL), to attract a strong labor force.
- *Promote a diverse range of jobs, businesses, and industries, providing high paying employment and entrepreneurial opportunities, balanced with and well-suited to Antioch's population.*

This goal reflects Antioch's commitment to increase the quality of life of its residents. Increasing the number and types of local employment opportunities in relation to the area's labor force is the first and most important step toward economic self reliance. Currently, East Contra Costa's low jobs/housing ratio and the small number of locally available professional positions make it necessary for 60 percent of the area's residents to commute long distances - often more than 100 miles round trip to job centers in Pleasanton, San Ramon, Walnut Creek, Oakland, San Francisco, and the Silicon Valley. By increasing local employment opportunities and balance between the number and types of local jobs and residents in the labor force, Antioch residents will be better able to work

close to home, spending more time with their families, and in leisure pursuits, while helping to reduce the traffic congestion and air pollution inherent in those commutes.

- Maintain a balance of new development with revitalization of existing retail locations.

2. Chapter 6.0 of the General Plan, entitled "Economic Development," contains a subsection 6.3.4, entitled "Commercial and Industrial Land Availability Objective." That subsection is amended as follows:

6.3.4 Commercial, ~~and Industrial~~, and Residential Land Availability Objective

Provide adequate land within the ULL to accommodate planned development, with office, business park, industrial, and commercial areas complementing high-quality new residential and public development in location, access, mix of uses, attractiveness, and design quality.

3. Chapter 6.0 of the General Plan, entitled "Economic Development," contains a subsection 6.3.5, entitled "Commercial and Industrial Land Availability Policies." That subsection is amended as follows:

6.3.5 Commercial, ~~and Industrial~~, and Residential Land Availability Policies

- a. Maintain a mix of uses on the General Plan land use map (Figure 4.1) for land within the ULL, providing a balance of housing types, commercial development, and employment-generating uses.
- b. Work toward redevelopment of existing heavy industrial areas along Wilbur Road and Fourth Street to increase their overall employment density.
- c. Promote the establishment of workplace alternatives, including home occupations and telecommuting.
 - Continue to permit home occupations in all residential districts.
 - In defined residential mixed-use districts, expand the definition of home occupations, where appropriate, to permit hiring of workers who are not residents of the household.
 - Promote the provision of high-speed telecommunications cabling in new residential development within the ULL.
 - Encourage businesses to provide part-time as well as full-time opportunities to accommodate families looking for second income opportunities.
- d. Maintain an inventory of turnkey sites within the ULL for commercial and employment-generating development, complete with appropriate zoning, in-place infrastructure, and environmental clearances.
 - Promote the preparation of Specific Plans with associated environmental documentation to facilitate the development of specific local areas within the ULL, including, but not necessarily limited to, the following:
 - Business Park areas west of Rivertown
 - Rodgers Point area, including the former City water treatment plant
 - Chevron property (along with annexation of the site)
 - Eastern Waterfront Employment Focus Area (expansion of the East 18th Street Specific Plan)
 - Hillcrest Station Area Focus Area
 - "A" Street Interchange Focus Area
 - Implement assessment districts or other financing mechanisms to facilitate the development of infrastructure for specific local areas within the ULL, including, but not necessarily limited to, the following:
 - Business Park areas west of Rivertown
 - Rodgers Point area, including the former City water treatment plant
 - Eastern Waterfront Employment Focus Area (expansion of the East 18th Street Specific Plan)
 - Hillcrest Station Area Focus Area
- e. Require the provision of fiber optic networks and other advanced telecommunications in new employment-generating developments within the ULL.
- f. Maintain space in business parks for distribution and research uses. Attract a wide range of industries, which serve local and regional needs and contribute to the community's economic vitality, and at the same time protect the local environment and quality of life.

9. Seek innovative ways to reduce the cost of infrastructure provision for employment-generating and commercial development (e.g., providing incentives for the provision of infrastructure serving employment-generating and commercial development areas within the ULL as part of the residential development allocation system).

G. CIRCULATION ELEMENT AMENDMENTS.

1. Chapter 7.0 of the General Plan, entitled "Circulation," contains a subsection 7.1.1, entitled "Existing Roadway Network." That subsection is amended as follows:

7.1.1 Existing Roadway Network

State Route (SR) 4 and SR 160 provide direct access to Antioch. SR 4 runs east-west connecting Antioch with Oakley, Brentwood, Pittsburg, 1-580, Martinez, Pinole, and 1-80. SR 4 is a divided freeway from 1-580 east through Concord, Pittsburg, and Antioch, and is currently a two-lane roadway through Oakley and Brentwood. SR 4 has been one of the more congested freeways in Contra Costa, in particular, the segments between Lone Tree Way and Railroad Avenue in the morning and Bailey Road to Lone Tree Way in the afternoon, and is in the process of being widened. On- and off-ramps between SR 4 and Antioch's local street network occur at East Eighteenth Street, Hillcrest Avenue A Street/Lone Tree Way, G Street, L Street/Contra Loma Boulevard and Somersville Road.

SR 160 begins at the East Eighteenth Street/SR 4 junction, and continues north over the San Joaquin River via the Antioch Bridge to Rio Vista and Sacramento. Access to and from SR 160 and Antioch's local street network occurs at Wilbur Avenue south of the Antioch Bridge.

Primary arterials provide access to Pittsburg to the west, Oakley and Brentwood to the east, and rural Contra Costa County to the south. The major thoroughfares in Antioch are identified in Table IV D-1. Each major arterial is briefly described below.

A Street/Lone Tree Way. A Street runs between downtown Antioch and SR 4 providing direct access to the Rivertown District. South of SR 4, A Street becomes Lone Tree Way, and continues southeast into Brentwood.

Deer Valley Road. Deer Valley Road runs north-south beginning in the north at the Hillcrest Avenue/Davison Drive junction and ending in the south at Marsh Creek Road south of the City's boundary in Contra Costa County.

Hillcrest Avenue. Hillcrest Avenue is located in eastern Antioch on both sides of SR 4 linking the area north of East Eighteenth Street to Prewett Ranch Road.

L Street/Contra Loma Boulevard. L Street runs north-south in northern Antioch between SR 4 and West Tenth Street. Contra Loma Boulevard runs north-south in southern Antioch between SR 4 and James Donion Boulevard.

Somersville Road. Somersville Road runs north-south in western Antioch on both sides of SR 4 providing access to the Pittsburg-Antioch Highway and Buchanan Road.

Eighteenth Street. Eighteenth Street is located north of SR 4 and runs parallel to SR 4. Eighteenth Street acts as a major arterial between A Street and the SR 4/SR 160 junction.

James Donion Boulevard. James Donion Boulevard connects Lone Tree Way and Somersville Road, and provides east-west access through the southwest quadrant of Antioch.

West Fourth Street/A Street Extension. West Fourth Street and West Sixth Street and the A Street Extension provide east-west access in Downtown Antioch. West Fourth Street is the main arterial between Somersville Road and G Street. The A Street extension is the main connector between the eastern portion of the downtown area and the SR 4 freeway.

West Tenth Street. West Tenth Street provides east-west access in downtown Antioch between Somersville Road and A Street. West of Somersville Road, West Tenth Street becomes the Pittsburg/Antioch Highway, serving industrial uses and providing a regional roadway connection to the west of Antioch.

Wilbur Avenue. Wilbur Avenue provides east-west access in northeastern Antioch, and becomes a major arterial between A Street and SR 160.

Dallas Ranch Road. Dallas Ranch Road provides north-south access between Lone Tree Way and the Sand Creek Specific-Plan Focus Area. Dallas Ranch Road will connect to the future extension of Sand Creek Road and serve as one of the primary routes into the Sand Creek Focus Area and to the Kaiser Permanente Antioch Medical Center.

Buchanan Road. Buchanan Road runs east-west between Contra Loma Boulevard and the westerly City limit. Buchanan Road serves as one of the primary routes to the west of Antioch.

Davison Drive. Davison Drive is located south of Hwy 4 and serves as an east-west connection between Lone Tree Way and Hillcrest Avenue.

Chapter 7.0 of the General Plan, entitled "Circulation," contains a Table 7 A, entitled "Primary Arterials in Antioch." That table is amended as follows:

Table 7.A – Primary Arterials in Antioch

Arterial	Activity Centers Served
North/South Direction	
A Street/Lone Tree Way	Antioch City Park, SR 4, Sutter Delta Medical Center, Prewett Park
Deer Valley Road	Prewett Park
Hillcrest Avenue	Hillcrest Park & Ride lot, SR4
L Street/Contra Loma Blvd.	Contra Costa County Fairgrounds
Somersville Road	County East Mall, Black Diamond Mines Regional Preserve
Dallas Ranch Road	<u>Sand Creek Specific Plan Focus Area</u> , including proposed golf course <u>residential</u> and employment-generating areas, <u>and Kaiser Permanente Antioch Medical Center</u>
East/West Direction	
Eighteenth Street	Employment Development Department, County Library, Oak View Memorial Park, SR 4
James Donlon Blvd.	Antioch Community Park
West Fourth Street/A Street extension	Downtown
West Tenth Street	Downtown
Wilbur Avenue	SR 160
Davidson Drive	Commercial uses along Lone Tree Way and Hillcrest Avenue
Buchanan Road	Regional connection to the west of Antioch

2. Chapter 7.0 of the General Plan, entitled "Circulation," contains a section 7.2, entitled "Goals of the Circulation Element." That section is amended as follows:

7.2 GOALS OF THE CIRCULATION ELEMENT

To provide for a sustained high quality of life, it is the goal of the Circulation Element to achieve and maintain a balanced, safe, problem-free transportation system that:

- improves present traffic flows, and provides easy and convenient access to all areas of the community, and completes long-planned circulation improvements such as the connection of Sand Creek Road from Dallas Ranch Road to Deer Valley Road.
- *is safe for all modes of motorized and non-motorized transportation;*
- *reduces dependence on single occupant automobile travel by providing a high level of pedestrian, bicycle, and public transit travel opportunities; and*
- *preserves a sense of comfort and well-being throughout the community by reducing the intrusiveness of commercial, business park, and industrial traffic, rail traffic, and regional traffic on neighborhood streets and residents' quality of life.*

Antioch recognizes that even by constantly expanding the local roadway network and providing an ongoing sequence of programmed street improvements, problems of traffic congestion will continue. Providing a real solution to traffic congestion requires a balanced approach to future transportation improvements. An efficient transportation system needs to offer Antioch area residents not only efficient automobile traffic distribution, but also viable alternatives to automobile travel. The General Plan aims to increase the balance between various modes of transportation by increasing the desirability of transit, walking, and bicycling. The General Plan also coordinates land use, transportation, and air quality concepts and strategies. General Plan objectives are designed to improve traffic flow, local air quality, and energy conservation. To achieve this of balance, the City of Antioch will:

- provide for the efficient movement of vehicles by designing, constructing, and maintaining a roadway circulation network, which will function at an acceptable level of service (LOS), as set forth in the Growth Management Element.
- expand the existing roadway system where it is feasible to do so, such as the connection of Sand Creek Road from Dallas Ranch Road to Deer Valley Road, increasing its carrying capacity and eliminating congestion;
- regulate the intensity of future development within the ULL in relation to the carrying capacity of Antioch roadways as part of ensuring that the performance standards of the Growth Management Element are met;

- provide a mix of land uses within the ULL that realistically balances growth in the local employment and housing, increasing local employment opportunities and reducing the need for long commutes to work;
- ensure that each new development within the ULL that would cumulatively contribute to the need for improvements provides appropriate mitigation;
- provide a system of bicycle routes and pedestrian links such that pedestrian and bicycle travel become safer and more useful for everyday tasks such as travel to shopping, work, and recreational facilities;
- achieve and maintain an organization of land uses which integrates places of residence, retail commerce, daily service needs, work, education, and recreation, thereby reducing the number and length of vehicular trips;
- require site plans for individual development projects within the ULL to minimize or eliminate through traffic within residential neighborhoods;
- to the degree feasible, encourage mixed-use developments within the ULL to reduce vehicle trips;
- improve the relationship of roadways with land uses, including regulating driveway access and development intensity where needed;
- improve the carrying capacity of existing roadways through implementation of transportation systems management concepts;
- participate in developing regional circulation improvement measures in cooperation with surrounding cities and Contra Costa County. Such measures may include, but are not limited to, the development of reciprocal traffic improvement fee programs; and
- implement the provisions of the Contra Costa County Congestion Management Program by requiring development projects within the ULL to analyze and provide mitigation for traffic impacts on regional circulation facilities.

It is Antioch's intent to require new developments within the ULL to mitigate their traffic impacts, either through construction of new roadways or participation in land-based financing mechanisms.

3. Chapter 7.0 of the General Plan, entitled "Circulation," contains a Figure 7.1, entitled "Circulation." Figure 7.1 is hereby amended as shown on the attached Exhibit T. For reference purposes and context only the existing Figure 7.1 is attached to this Initiative as Exhibit U.
4. Chapter 7.0 of the General Plan, entitled "Circulation," contains a subsection 7.3.2, entitled "Vehicle Circulation Policies." That subsection is amended as follows:

7.3.2 Vehicle Circulation Policies

- a. Facilitate meeting the roadway performance standards set forth in the Growth Management Element and improving traffic flow on arterial roadways.
 - Work with the UP and BNSF railroads to construct grade separations along the tracks at Somersville Road, Hillcrest Avenue, "A" Street, the proposed Viera Road extension, and the proposed Phillips Lane extension.
 - Promote the design of roadways to optimize safe traffic flow within established roadway configurations by minimizing driveways and intersections, uncontrolled access to adjacent parcels, on-street parking, and frequent stops to the extent consistent with the character of adjacent land uses.
 - Provide adequate capacity at intersections to accommodate future traffic volumes by installing intersection traffic improvements and traffic control devices, as needed, as development occurs.
 - Facilitate the synchronization of traffic signals.
 - Where needed, provide acceleration and deceleration lanes for commercial access drives.
 - Provide for reciprocal access and parking agreements between adjacent land uses, thereby facilitating off-street vehicular movement between adjacent commercial and other non-residential uses.
 - Encourage regional goods movement to remain on area freeways and other appropriate routes.
- b. Design and reconfigure collector and local roadways to improve circulation within and connections to residential and commercial areas.
 - Implement appropriate measures to mitigate speeding and other traffic impacts in residential areas.
 - Implement roadway patterns that limit through traffic on local residential streets.

- c. Require the design of new developments within the ULL to focus through traffic onto arterial streets.
- d. Where feasible, design arterial roadways, including routes of regional significance, to provide better service than the minimum standards set forth in Measure C and the Growth Management Element. Thus, where feasible, the City will strive to maintain a "High D" level of service (v/c = 0.85-0.89) within regional commercial areas and at intersections within 1,000 feet of a freeway interchange. The City will also strive where feasible to maintain Low-range "D" (v/c = 0.80-0.84) in all other areas of the City, including freeway interchanges.
- e. Establish Assessment Districts in areas that will require major roadway infrastructure improvements that will benefit only that area of the City, and thereby facilitate the up-front construction of needed roadways.
- f. Design street intersections to ensure the safe passage of through traffic and accommodate anticipated turning movements. Implement intersection improvements consistent with the following lane geometries, unless traffic analyses indicate the need for additional turn lanes.

Number of Through Lanes on Route	Intersection Turn Lanes	
	Intersections with 4-Lane Arterials	
	Left	Right
6 or 8	1	1
4	1	1
2 (Collector)	1	NA
2 (Local)	NA	NA
	Intersections with Collectors	
	Left	Right
	Left	Right
6 or 8	1	1
4	1	NA
2 (Collector)	1	NA
2 (Local)	NA	NA

- g. Where uses such as commercial centers that generate heavy traffic volumes are located along arterial roadways, provide acceleration and deceleration lanes as needed to maintain the carrying capacity of through traffic lanes.
- h. Require traffic impact studies for all new developments that propose to increase the approved density or intensity of development or are projected to generate 50 peak hour trips or more at any intersection of Circulation Element roadways. The purpose of these studies is to demonstrate that:
 - the existing roadway system, along with roads to be improved by the proposed project, can meet the performance standards set forth in Sections 3.4.1 and 3.4.2 of the Growth Management Element, and
 - required findings of consistency with the provisions of the Growth Management Element can be made.
- i. Require the preparation of a traffic management plan for special event uses to serve major events (e.g. fairs, festivals, sporting events), where traffic volumes that are generated less than 45 times per year would exceed the roadway performance standards set forth in the Growth Management Element. Such special event venues shall be required to provide sufficient manual traffic control as to maintain consistency with Growth Management Element roadway performance standards. Evaluate the traffic impacts of special event uses based on factors specifically related to the special event, rather than those of a typical development (e.g., traffic patterns, hourly flow, and presence of manual traffic controls).
- j. Require that existing driveways that are unnecessary or substandard be removed or upgraded, wherever feasible, in conjunction with any on-site development or any adjacent street construction.
- k. Where single family residences have no feasible alternative but to front on collector or arterial roadways, require, wherever possible, that circular driveways or on-site turnarounds be provided to eliminate the need for residents to back onto the street.
- l. Locate driveways on corner parcels as far away from the intersection as is possible.
- m. Avoid locating driveways within passenger waiting areas of bus stops or within bus bays. Locate driveways so that drivers will be able to see around bus stop improvements.
- n. Use raised medians as a method for achieving one or more of the following objectives: access control, separation of opposing traffic flows, left turn storage, aesthetic improvement, and/or pedestrian refuge.
- o. Where medians are constructed, provide openings at the maximum feasible intervals, typically no less than 1/8 mile.
- p. Where a series of traffic signals are provided along a route, facilitate the coordination of traffic signals to optimize traffic progression on a given route. Traffic signalization should emphasize

facilitating access from neighborhood areas onto the City's primary roadway network, and should work to discourage through traffic from using local streets.

- q. Demand-actuated traffic signals should include push buttons to signal the need for pedestrians to cross, and include audible signals and countdown signs to assist the disabled in crossing streets. Demand-actuated traffic signals corresponding with bicycle routes should include bicycle sensitive loop detectors or push buttons adjacent to the curb.
 - r. Avoid offset intersections along arterials and collectors. Intersections along local and minor residential collector streets may be offset within the subdivision as a means of discouraging through traffic.
 - s. Expand intersections to include additional turning and through lanes at intersections where needed to relieve congestion and improve intersection operation, so long as the intersection can continue to accommodate pedestrians and bicyclists. Avoid traffic system improvements that facilitate vehicular turning and bus movements, but that also discourage pedestrian or bicycle movements. This can be accomplished on wide streets by providing safe stopping places for pedestrian crossing the street.
 - t. Maintain the first priority for public streets of providing safe and efficient travel for the public with parking as a second priority.
 - u. Generally, permit parking on collector streets, with restrictions as needed to accommodate transit stops, on-street bicycle lanes, added lanes at intersections, or other operational requirements.
 - v. Private streets, where permitted, shall provide for adequate circulation and emergency vehicle access. Private streets that will accommodate more than 50 vehicles per hour in the peak hour or that are designed for on-street parking shall be designed to public street standards. The design of other private streets shall be subject to the review and approval of the City Engineer. Private streets shall be improved to public street standards prior to acceptance of dedications to the City.
 - w. Provide arterial and collector roadways within hillside areas with added rights-of-way as needed for roadway slopes, and no on-street parking in order to provide extra safety.
 - x. Require new development within the ULL to construct all on-site roadways, including Circulation Element routes, and provide a fair share contribution for needed offsite improvements needed to maintain the roadway performance standards set forth in the Growth Management Element. Contributions for offsite improvements may be in the form of fees and/or physical improvements, as determined by the City Engineer. Costs associated with mitigating off-site traffic impacts should be allocated on the basis of trip generation, and should have provisions for lower rates for income-restricted lower income housing projects needed to meet the quantified objectives of the General Plan Housing Element.
 - y. Where feasible, require permitted General Plan land uses that generate high volumes of traffic to be located along major transportation corridors and near transit facilities to minimize vehicular use, congestion, and traffic delays.
 - z. Provide direct access between industrial areas and freeways, with truck routes avoiding residential areas to the extent possible.
 - aa. Design street systems serving industrial areas, including the primary routes accessing these areas to accommodate the movement of trucks.
 - bb. Pursue construction of public parking facilities within the downtown area to serve projected parking demand and facilitate mixed-use development without the need to meet off-street parking standards on each individual parcel.
5. Chapter 7.0 of the General Plan, entitled "Circulation," contains a subsection 7.4.2, entitled "Non-Motorized Transportation Policies." That subsection is hereby amended as follows:

7.4.2 Non-Motorized Transportation Policies

- a. Design new residential neighborhoods within the ULL to provide safe pedestrian and bicycle access to schools, parks and neighborhood commercial facilities.
- b. Design intersections for the safe passage of pedestrians and bicycles through the intersection.
- c. Provide street lighting that is attractive, functional, and appropriate to the character and scale of the neighborhood or area, and that contributes to vehicular, pedestrian, and bicycle safety.
- d. Maintain roadway designs that maintain mobility and accessibility for bicyclists and pedestrians.
- e. Integrate multi-use paths into creek corridors, railroad rights-of-way, utility corridors, and park facilities.
- f. Provide, as appropriate, bicycle lanes (Class II) or parallel bicycle/pedestrian paths (Class I) along all arterial streets and high volume collector streets, as well as along major access routes to schools and parks.
- g. Design new roadway bridges to meet Caltrans standards for bridges involving State highways, including bicycle lanes on all new bridges along Circulation Element roadways. Where provision of bicycle lanes is not feasible, undertake measures to provide alternative routes and to prohibit bicycle riding on bridge walkways.

- h. Require the provision of bicycle parking and other support facilities (e.g., racks or lockers) as part of new office and retail developments and public facilities.
- i. Where shopping facilities are located adjacent to residential areas, provide direct access between residential and commercial uses without requiring pedestrians and bicyclists to travel completely around the commercial development.
- j. Permit the sharing or parallel development of pedestrian walkways with bicycle paths, where this can be safely accomplished, in order to maximize the use of public rights-of-way.
- k. Orient site design in non-residential areas to allow for safe and convenient pedestrian access from sidewalks, transit and bus stops, and other pedestrian facilities, in addition to access through required parking facilities.
- l. Require the construction of attractive walkways in new residential, commercial, office, and industrial developments within the ULL, including provision of shading for pedestrian paths.
- m. Maximize visibility and access for pedestrians, and encourage the removal of barriers for safe and convenient movement of pedestrians.
- n. Ensure that the site design of new developments within the ULL provides for pedestrian access to existing and future transit routes and transit centers.
- o. Pave walks and pedestrian pathways with a hard, all-weather surface that is easy to walk on. Walks and curbs should accommodate pedestrians with disabilities. Walks within open space areas should have specially paved surfaces that blend with the surrounding environment.
- p. In general, design walks to provide a direct route for short to medium distance pedestrian trips, and to facilitate the movement of large numbers of pedestrians. Meandering sidewalks are appropriate in areas where the natural topography or low-density land uses lend themselves to informal landscapes.

H. PUBLIC SERVICES AND FACILITIES ELEMENT AMENDMENTS.

1. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a section 8.1, entitled "Introduction." That section is amended as follows:

8.1 INTRODUCTION

The purpose of the Public Services and Facilities Element is to define the types of levels of public services and facilities Antioch desires for its local taxpayers, and to set forth a well-conceived plan to manage the expansion of these services for a growing population and business community. The focus of this Element is providing the means to ensure that the capital facilities and public services needed to support build out of the land uses identified in the Land Use Element, within the voter-approved Urban Limit Line (ULL), while maintaining the service standards set forth in the Growth Management Element of the Antioch General Plan.

2. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a section 8.2, entitled "Goals of the Public Services and Facilities Element." That section is amended as follows:

8.2 GOALS OF THE PUBLIC SERVICES AND FACILITIES ELEMENT

To provide for a sustained high quality of life, it is the goal of the Public Services and Facilities Element to accomplish the following:

- *Provide for the timely expansion of high quality public services and infrastructure to serve existing and future residents businesses, recreational facilities, and other facilities within the City of Antioch within the ULL, consistent with the service levels set forth in the Growth Management Element.*

Antioch recognizes that it must find a balance between the high quality and level of services desired by the community and the financial ability of the City and other service agencies to provide these services and infrastructure. Thus, Antioch cannot provide all the services and facilities other agencies have found they cannot afford to provide, nor can the City spend more on the provision of services and facilities than it receives in revenues. Recognizing that the City cannot and should not "go it alone," the delivery of public services and facilities within the Antioch Planning Area occurs in one of three methods:

- **Direct Service.** Certain public services and facilities are most appropriately provided directly by the City, or by contractors who provide services pursuant to standards and requirements set by the City Council. The include services provided directly by the City within its boundaries and within the ULL, such as police protection, parks and recreation, water service (provided directly by the City), and maintenance of local sewer lines and streets. Solid waste collection and street construction are examples of contracted direct services.
- **Partnerships.** Certain functions are performed in partnership with other organizations. In these cases, Antioch's collaborative role is performed via financial support, technical assistance, coordination, or the creation of new organizations. Examples of such functions and partnerships include the provision of joint school/park sites, the Contra Costa County Transportation Commission, Metropolitan Transportation Authority, Association of Bay Area Governments (ABAG), East Contra Costa Regional Fee and Financing Authority, State Route 4 Bypass Authority, and the East Contra Costa Transportation Authority (Tri-Delta Transit).
- **Supporting the Community Agenda.** In addition to services provided directly by the City and those provided in partnership with other agencies, important public services are provided to the

community by special districts and other outside agencies. Examples of these services include schools, fire protection, sewage treatment, flood control, and solid waste disposal. The City's role in the provision of these services is coordinating land development activities within the ULL with the expansion of services and facilities by the outside agencies providing the services. Although Antioch does not have the final say in the provision of Services provided by outside agencies, in its role as the planning agency for the City, Antioch's policies and actions have substantial capacity to assist in the provision of services to the community.

The availability of adequate public services and facilities within the ULL, including meeting the performance standards established in the Growth Management Element, is integral to permitting new development. As a result, if Antioch is to meet community goals such as maintaining a high quality of life, achieving a balance between local housing and employment opportunities, and providing of a wide range of shopping and recreational opportunities, it is critical that services and facilities be expanded in a timely manner. The most direct way of ensuring the timely expansion of services and facilities is for the City to control the provision of the public services and facilities needed to support community goals. Where such direct control is economically or administratively infeasible, a high level of coordination with the outside agencies provided needed and services is necessary.

3. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.4.1, entitled "Water Facilities Objective." That subsection is amended as follows:

8.4.1 Water Facilities Objective

Ensure a water system capable of providing high quality water to existing and future residences, businesses, institutions, recreational facilities, and other uses within the City of Antioch within the ULL, during peak use conditions, with sufficient water in storage reservoirs for emergency and fire protection needs.

4. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.4.2, entitled "Water Facilities Policies." That subsection is amended as follows:

8.4.2 Water Facilities Policies

- a. As part of the design of water systems, provide adequate pumping and storage capacity for both drought and emergency conditions, as well as the ability to provide fire flows required by the Contra Costa County Fire Protection District.
- b. Ensure that adequate infrastructure is in place and operational prior to occupancy or new development within the ULL, such that (1) new development will not negatively impact the performance of water facilities serving existing developed areas, and (2) the performance standards set forth in the Growth Management Element will continue to be met.
- c. Maintain an up-to-date master plan of water facilities.
- d. Maintain existing levels of water service by protecting and improving infrastructure, replacing water mains and pumping facilities as necessary, and improving the efficiency of water transmission facilities.
- e. Permit the construction of interim facilities only when it is found that construction of such facilities will not impair the financing or timely construction of master planned facilities.
- f. Periodically evaluate local water consumption patterns, the adequacy of existing facilities, and the need for new facilities, including this information in the comparison of proposed development projects to the performance standards of the Growth Management Element.
- g. Incorporate expected reductions in the need for water facilities resulting from water conservation programs only after several years of experience with the implementation of such programs.
- h. Provide the Contra Costa Water District with timely information on development proposals and projected levels of future growth within the ULL so that it can maintain appropriate long-term master plans and refine the delivery of service and facilities to maintain the performance standards set forth in the Growth Management Element.

5. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.5.1, entitled "Wastewater Management Objective." That subsection is amended as follows:

8.5.1 Wastewater Management Objective

Ensure a wastewater collection, treatment, and disposal system capable of providing sewer services to existing and future residences, businesses, institutions, recreational facilities, and other uses within the City of Antioch and its ULL during peak use conditions.

6. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.5.2, entitled "Wastewater Management Policies." That subsection is amended as follows:

8.5.2 Wastewater Management Policies

- a. As part of the design of sewer systems, provide adequate capacity for average and peak conditions.
- b. Ensure that adequate infrastructure is in place and operational prior to occupancy of new development within the ULL, such that new development will (1) not negatively impact the performance of sewer facilities serving existing developed areas, and (2) the performance standards set forth in the Growth Management Element will continue to be met.
- c. Maintain an up-to-date master plan of sewer facilities.
- d. Continue to facilitate economically feasible water conservation programs as a means of reducing sewage generation and the need for expanding sewage treatment capacity.
- e. Work with Delta Diablo Sanitation District to explore and develop uses for treated wastewater. Where reclaimed wastewater can be economically delivered, require the installation of dual water systems permitting the use of reclaimed water supplies for irrigation purposes and industrial purposes.
- f. Incorporate expected reductions in sewage flow projections and the need for sewage treatment capacity resulting from water conservation programs only after several years of experience with the implementation of such programs.
- g. Permit the construction of interim facilities only when it is found that construction of such facilities will not impair the financing or timely construction of master planned facilities.
- h. Periodically evaluate local sewage generation patterns, the adequacy of existing facilities, and the need for new facilities, including this information in the comparison of proposed development projects to the performance standards of the Growth Management Element.
- i. Provide the Delta Diablo Sanitary District with timely information on development proposals and projected levels of future growth so that it can maintain appropriate long-term master plans and refine the delivery of service and facilities to maintain the performance standards set forth in the Growth Management Element.
- j. Work cooperatively with affected agencies to ensure that capacity allocations are adjusted among the agencies served by Delta Diablo Sanitation District to optimize plant utilization, avoid unnecessary expansions, and facilitate needed expansions.

7. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.6.2, entitled "Solid Waste Management Policies." That subsection is amended as follows:

8.6.2 Solid Waste Management Policies

- a. Continue contracting for garbage and recycling collection services.
- b. Require provision of attractive, convenient recycling bins and trash enclosures in new residential and non-residential development within the ULL.
- c. Provide and promote opportunities to reduce solid waste generation at home and in businesses and public facilities, making possible the safe disposal of hazardous materials.
- d. Require builders to incorporate interior and exterior storage areas for recyclables into new commercial, industrial, and public buildings within the ULL.
- e. Consider the use of co-generation at appropriate facilities.
- f. Support the identification and selection of new landfill sites in remote locations of the County outside of and not requiring access through the Antioch Planning Area, where such sites would not impact existing or proposed parks or water storage facilities.
- g. Limit the location of solid waste transfer stations to areas where heavy industrial uses would be appropriate, avoiding traffic, odor, and other environmental impacts on the community.
- h. The City of Antioch shall follow State regulations in implementing the goals, policies, and programs in order to achieve and maintain a 50 percent reduction in solid waste disposal through source reduction, reuse, recycling, and composting.
- i. In accordance with State regulations, Antioch shall prepare an annual progress report to determine the City's progress toward meeting its diversion goals and objectives.
- j. The City shall require all development projects within the ULL to coordinate with appropriate departments and/or agencies to ensure that there is adequate waste disposal capacity to meet the waste disposal requirements of the project, and the City shall recommend that all development projects incorporate measures to promote waste reduction, reuse, recycling, and composting.

8. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.7.2, entitled "Storm Drainage and Flood Control Policies." That subsection is amended as follows:

8.7.2 Storm Drainage and Flood Control Policies

- a. Continue working with the Contra Costa County Flood Control District to ensure that runoff from new development within the ULL is adequately handled.
- b. Require adequate infrastructure to be in place and operational prior to occupancy of new development within the ULL, such that:
 - new development will not negatively impact the performance of storm drain facilities serving existing developed areas and
 - the performance standards set forth in the Growth Management Element will continue to be met.
- c. Design flood control within existing creek areas to maximize protection of existing natural settings and habitat.
- d. Provide retention basins in recreation areas where feasible to reduce increases in the amount of runoff resulting from new development within the ULL.
- e. Require new developments within the ULL to provide erosion and sedimentation control measures to maintain the capacity of area storm drains and protect water quality.
- f. Require implementation of Best Management Practices in the design of drainage systems to reduce discharge of non-point source pollutants originating in streets, parking lots, paved industrial work areas, and open spaces involved with pesticide applications.

9. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.8.2, entitled "School Facilities Policies." That subsection is amended as follows:

8.8.2 School Facilities Policies

- a. Maintain clear, ongoing communications with area school districts on all matters related to the need for and provision of school sites and other administrative, educational, and recreational facilities.
- b. Coordinate the planning efforts of the City and local school districts by:
 - locating school facilities to facilitate the primary educational purpose of the facility and allow for safe pedestrian, bicycle, and vehicular access, including the provision of traffic calming measures, where appropriate, in the vicinity of schools;
 - maximizing the joint use of facilities by the City and local school district (including, joint school/park sites and, where feasible, joint use of athletic fields, community meeting facilities, and provision of child and senior care facilities) by developing joint funding for such facilities through a combination of school district and City sources, provided that City contributions to joint facilities are consistent with the availability of such joint facilities to meet non-school recreational and other community needs;
 - designing attractive facilities that can also serve as neighborhood and community gathering places, and contribute to neighborhood identity and pride;
 - requiring reasonable reservation of appropriate locations for development of new schools as part of new development within the ULL;
 - regularly exchanging information on (1) the status of development review and construction, (2) the capacity of area schools, (3) the status of site acquisitions by the districts, and (4) applicable student generation factors by type of development.
- c. Require new development within the ULL to pay all legally established fees or participate in land-based financing districts established by local school districts for the acquisition and development of school sites with adequate, permanent classroom space, as required by the local school district.
- d. Maintain land development regulations permitting the development of public and private educational facilities within the ULL at appropriate locations within the Planning Area.
- e. Provide incentives in the City's residential growth management program for the provision of developer assistance to local school districts beyond nominally required mitigation fees. The objective of such incentives is that the combination of required fees and incentives provide a full contribution proportional to the needs of the proposed development for all school-related facilities to serve the proposed project.
- f. Work with Los Medanos College to further accessibility to and the quality of local community college education.
- g. Work with public and private universities (e.g., CSU Hayward, University of Phoenix) to create satellite campuses within Antioch.
- h. Work with trade schools (e.g., DeVry Institute, ITT Technical Institute, Bryman College) to locate new facilities in Antioch.

10. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.10.2, entitled "Fire Protection Policies." That subsection is amended as follows:

8.10.2 Fire Protection Policies

- a. Work with the Contra Costa County Fire Protection District to provide high quality fire protection services to area residents and businesses. The City's role should include, but not be limited to:
 - Determining the appropriateness of station location sites within the ULL and, in particular, the Sand Creek Focus Area;
 - Enforcement of building codes to reduce fire hazards;
 - Collection of mitigation fees established by the fire district to construct needed additional stations within the Antioch Planning Area.
 - Support the District in providing funding for personnel costs to staff stations within the City;
 - Support the District in establishing fees that are adequate to mitigate the impacts of new development within the ULL and income to support operation of new stations whose construction is financed with development fees; and
 - Requiring reasonable reservation of appropriate sites within the ULL and in particular, the Sand Creek Focus Area for new fire stations as part of new development.
- b. In cooperation with the Contra Costa County Fire Protection District, conduct an annual assessment of the adequacy of facilities and services serving Antioch, personnel and staffing needs, and capital needs, based on anticipated growth within the ULL, and the level of service standard set forth in the Growth Management Element. This assessment should be undertaken as part of the annual review of proposed capital projects required by the California Government code (see Chapter 12, Implementation, Section 12.4b).
- c. Provide the Contra Costa County Fire Protection District with timely information on development proposals and projected levels of future growth within the ULL, so that it can maintain appropriate long-term master plans and refine the delivery of service and facilities to maintain the performance standards set forth in the Growth Management Element.
- d. Involve the Fire Protection District in the development review process by referring development requests within the ULL to the Fire District for review and comment.

11. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.11.2, entitled "Police Services Policies." That subsection is amended as follows:

8.11.2 Police Services Policies

- a. Provide an adequate police force meeting the performance standards for police services set forth in the Growth Management Element.
 - As part of the annual budget and capital improvements program, assess crime prevention and law enforcement services, and evaluate the adequacy of Antioch's facilities and services, personnel and staffing needs, and capital needs, based on anticipated growth within the ULL and the level of service standard set forth in the Growth Management Element.
- b. Provide sufficient facilities within the ULL and staffing to ensure the safety of the citizens of Antioch by:
 - Providing expedient response to emergency calls.
 - Maintaining an efficient well-trained and adequately equipped force of police personnel.
 - Providing neighborhood watch and crime prevention programs, and attempting to improve the participation of individual neighborhoods and businesses.
 - Continuing to provide a variety of programs within the Police Department (e.g., traffic crime prevention, REACH, narcotics, investigations) to meet the needs of an active community.
- c. Provide basic requirements and incentives for the provision of design features in new development within the ULL to reduce the potential for crime.
 - Provide well-lighted and visible streets and street names, entrances, addresses, recreation areas, and parking areas.
 - Limit access into and between buildings to reduce escape routes and undetected entry is made difficult.
 - Provide landscaping which permits surveillance of open areas and entryways, and does not create places for concealment.
 - Within multi-family and non-residential developments within the ULL, design access systems to allow emergency vehicle access around buildings to the greatest extent possible.

- Within multi-family and non-residential developments within the ULL, eliminate the potential for access to roofs by pallets, flag poles, etc.
- d. Involve the Antioch Police Department in the development review process by referring development requests for projects proposed within the ULL to the Police Department for review and comment.
- e. Promote community involvement in crime prevention.
 - Promote the establishment and operation of neighborhood watch, park watch, and business watch programs.
 - Work with area schools to maintain educational programs aimed at preventing gang and drug-related activities.

12. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a section 8.13, entitled "Financing Expansion of Public Services and Facilities." That section is amended as follows:

8.13 FINANCING EXPANSION OF PUBLIC SERVICES AND FACILITIES

Provision of the services and facilities required by new development within the ULL, in a manner that will not impact services and facilities enjoyed by existing residents and businesses is a key to the success of the Antioch General Plan. Several basic approaches to financing the expansion of public facilities within the ULL are available. The basic financing methods include having (1) having developers build infrastructure and also provide facilities, (2) financing facilities and infrastructure through development impact fees, and (3) use of assessment districts.

Developer financing of infrastructure is common for on-site improvements within the development itself. In some cases, however, large-scale facilities are needed that will be shared by more than one development, sometimes involving large portions of the City. When such facilities are needed, it may be difficult or impossible to have one developer construct or provide up-front financing on their own. In response, the City can offer "reimbursement agreements" to promote equity and offset the cost to individual developers of upsizing infrastructure or providing facilities that would serve other developments within the ULL. Pursuant to these reimbursement agreements, developers who provide up-front infrastructure or facilities that would be shared with other, future, development projects within the ULL would be reimbursed for this increased up-front expense by subsequent developments.

Many communities rely on development impact fees to fund such large-scale or "backbone" facilities. Development fees work well at equitably spreading the cost of new facilities among those who create the need. However, development fee systems generally result in gaps between the time that facilities are needed and the time that sufficient money has been collected to pay for them.

Development fee programs also require regular maintenance to ensure that the fees being charged are reasonably related to the impacts of individual development projects, and that they are sufficient to actually build the infrastructure and facilities they are intended for.

Where multiple ownerships or developments within the ULL need to share major infrastructure, and where no individual ownership or development could reasonably afford to provide such major infrastructure on its own, assessment districts provide an attractive means of financing. Antioch has successfully used large-scale assessment districts in the past, and, as a result, has not suffered from infrastructure deficiencies to the extent that other communities have. However, the use of assessment districts can lead to situations where newer portions of the City receive a higher level of facilities than do older areas by virtue of paying higher taxes (in the form of assessments) than other portions of the City.

13. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.13.1, entitled "Financing Expansion of Public Services and Facilities Objective." That subsection is amended as follows:

8.13.1 Financing Expansion of Public Services and Facilities Objective

Ensure that the expansion of public facilities occurs in an equitable manner such that new development within the ULL pays for all of the infrastructure and public facilities required to support the development without impacting levels of service provided to existing residents and businesses.

14. Chapter 8.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 8.13.2, entitled "Financing Expansion of Public Services and Facilities Policies." That subsection is amended as follows:

8.13.2 Financing Expansion of Public Services and Facilities Policies

- a. Place the ultimate responsibility on the sponsor of proposed development projects within the ULL for ensuring that the services and facilities needed to support the project and maintains applicable performance standards in the Growth Management Element are available at the time they are needed.
- b. Require that new development within the ULL:
 - Participate in a land-based financing district, construct and/or pay for the new onsite capital improvements required to meet the applicable performance standards of the Growth Management Element;
 - Be phased so as to ensure the services and capital facilities used by the new development within the ULL meet the applicable performance standards of the Growth Management Element;
 - Ensure that, in the event public services or off-site capital facilities for new development within the ULL do not meet the applicable performance standards of the Growth Management

Element prior to approval of the project, the level of service provided to existing development will not be further impacted by new development.

- c. Continue to use special assessments as a means of financing infrastructure for future development within the ULL, where the establishment of land-based financing would equitably spread infrastructure costs.
- d. Where permitted by law, require that special assessments for single-family residential development be paid off at the time of the initial sale of homes to individuals.
- e. Continue to apply existing policies and regulations precluding City financial assistance for any on-site capital improvements required by new development within the ULL.
- f. As part of new development proposals within the ULL, determine whether any service level deficiencies might result, and place needed conditions on the proposed development to ensure that:
 - Service level standards will continue to be met, and
 - New development within the ULL will not result in any substantial, short- or long-term reduction in the level of municipal services provided by the City to existing developed areas.
- g. Encourage infill development within the ULL, which utilizes existing infrastructure, as well as the planning and development of large scale, self-sufficient, mixed use communities within the ULL with integrated phasing and financing of public facilities.

I. HOUSING ELEMENT AMENDMENTS.

1. Chapter 9.0 of the General Plan, entitled "City of Antioch Housing Element 2015-2023," contains an Action 2.1.4, entitled "Executive Housing." That Action is amended as follows:

2.1.4 Executive Housing: Facilitate the development of housing appropriate for executives of businesses seeking to expand within or relocate to Antioch to meet the need for providing above-moderate income housing. Where appropriate, provide requirements in outlying focus areas for the development of executive and upper end housing with appropriate amenities.

The City has previously approved the construction of 50 homes in Sierra Vista, an executive housing development by Suncrest Homes but none of the units are under construction; however, in 2016, Suncrest Homes donated 50 acres of undeveloped land in the Sierra Vista development to the Regional Parks Foundation. Thus, the executive housing will not be built. Plans for development of another 574 estate-style homes at Roddy Ranch were dropped after the property was sold to the East Bay Regional Park District in June 2013. No other executive housing developments are likely to be developed in the immediate future due to current market conditions. The Ranch, a proposed master-planned community within the Sand Creek Focus Area west of Deer Valley Road, may include up to approximately 100 units of executive housing.

J. RESOURCE MANAGEMENT ELEMENT AMENDMENTS.

1. Chapter 10.0 of the General Plan, entitled "Resource Management," contains a section 10.1, entitled "Introduction." That section is amended as follows:

10.1 INTRODUCTION

The focus of the Resource Management Element is on conservation and use of environmental resources and open space issues throughout the General Plan Planning Area. While the majority of the privately owned land within the present City limits has been developed or committed to development of urban uses within the voter-approved Urban Limit Line (ULL), significant environmental and open space resources remain. The portion of the Planning Area outside of Antioch's present city boundaries and ULL is largely undeveloped, and also contains significant environmental and open space resources. As Antioch expands to the south within the ULL, and its population grows, as future industrial and employment-generating development occurs in the northern portion of the Planning Area, as Rodgers Point and a shoreline trail are developed along the San Joaquin River, the need to wisely manage natural resources will become more acute. This will entail balancing such competing objectives as the need for:

- Conservation of resources;
- Open space preservation,
- Adequate water and energy resources to support future populations;
- Providing public access to open space areas;
- Expanding existing roadway and highway systems;
- Ensuring housing for all economic segments of the community; and
- Ensuring economic development in a manner that protects Antioch's beautiful setting and enhances the quality of life of its residents.

The Resource Management Element addresses the use, management, and protection of environmental resources, including open space, biological resources, air quality, water resources, cultural resources, and energy resources. Combined, these topics cover all major aspects of Antioch's natural setting, and encompass state requirements for preparation of General Plan Open Space and Conservation Elements. In many cases, there are overlaps in the issues addressed here with other elements of the General Plan.

For example, hillside open space issues are addressed in the Community Image and Design Element (Section 5.4.14). Achieving a local balance between jobs and housing, as discussed in the Land Use and Economic Development Elements, and eliminating traffic congestion in the community are key components of maintaining good local air quality. Open space for the protection of public health and safety is addressed in the Hazards Element, while open space for public recreation is addressed in the Public Services and Facilities Element.

2. Chapter 10.0 of the General Plan, entitled "Resource Management," contains a section 10.2, entitled "Goals of the Resource Management Element." That section is amended as follows:

10.2 GOALS OF THE RESOURCE MANAGEMENT ELEMENT

To provide for a sustained high quality of life, it is the goal of the Resource Management Element to accomplish the following:

- *Conserve and enhance the unique natural beauty of Antioch's physical setting, and control the expansion of urban development by protecting open space where it is important to preserve natural environmental processes and areas of cultural and historical value, including lands within the ULL in the Sand Creek Focus Area west of Deer Valley Road.*

Open space provides a variety of community benefits, including recreation use, visual enjoyment, protection of habitat areas, and hazard protection. In Antioch, this means protecting the San Joaquin and natural creeks, as well as their adjoining natural beaches and shorelines. It also means opening up views of the River, and preserving views of Mt. Diablo and its foothills to protect the beauty of the physical setting of the City.

Inherent in Antioch's open space goal is provision of a wide range of recreational lands and facilities, including parks for active and passive recreation, special purpose and multi-use trails, and preservation of the natural environment for the enjoyment of area residents.

Protection of certain types of open space is required by law. The provisions of the state and federal endangered species acts, the federal Clean Water Act, and state requirements for stream alteration agreements all require mitigation of impacts on natural habitats. The provisions of the California Environmental Quality Act also require analysis and provision of mitigation for physical impacts on habitats and cultural resources. The City of Antioch recognizes its responsibility to act as a responsible steward for the natural environment, and to strike an appropriate balance between preserving that environment and providing lands within the ULL for the housing, employment, and shopping needs of an expanding population.

- *Minimize the use of water and energy resources so as to ensure a sustainable long-term supply.*

The history of settlement in California – from prehistoric native villages to modern urban development – is largely tied to the availability of water. Throughout the state, groundwater resources are being overdrawn, while demands on large-scale water projects to continue supplying urban growth increase. Presently, every major urban area of the state requires the importation of water from distant sources. Without major statewide investment in costly water transport facilities, growth in some urban areas may eventually need to be curtailed for lack of dependable water supplies. During major droughts in the past, public awareness of the need for water conservation grew. This awareness slackened off during wet periods. Water resource projects for the state indicate that the need for significant, permanent water conservation will affect large areas of the State by 2020. Although the Contra Costa Water District indicates that it has sufficient water supplies committed through 2040, the City's desire to achieve a balance between local jobs and housing means that local employment growth must occur in the future at a faster rate than has previously been projected. Thus, water conservation will need to become part of Antioch's overall vision and its economic development program.

The availability of reliable, cheap electrical and natural gas supplies was routinely taken for granted until the summer of 2000, when costs soared and rolling blackouts hit portions of the state. Crisis was averted with the construction of new power generating facilities and higher energy costs. As the immediacy of energy shortages fades, so has the public's willingness to reduce its energy consumption. However, electricity and natural gas demands of a growing statewide population will eventually outstrip the capacity of existing energy-generating facilities, and could plunge the state into another energy crisis. Thus, energy conservation also needs to become part of Antioch's overall vision.

3. Chapter 10.0 of the General Plan, entitled "Resource Management," contains a section 10.3, entitled "Open Space Objectives and Policies." That section is amended as follows:

10.3 OPEN SPACE OBJECTIVES AND POLICIES

As discussed in the Land Use Element, a great deal of open land remains in the Antioch Planning Area and within the ULL. Approximately 38 percent of the land within the City (6,383 acres) and nearly 46 percent of the land within the unincorporated portion of the General Plan Planning Area (2,240 acres) are undeveloped in open space use. Additional land (928 acres in the City and 381 acres in unincorporated areas) is in agricultural use. Overall, open space uses, including agriculture, open water, recreational lands, and vacant lands account for approximately half of the land within the City, and over 60 percent of the unincorporated land within the General Plan Study Area. Major open space areas include Black Diamond Mines and Contra Loma regional parks, Antioch Dunes National Wildlife Refuge, and municipal parklands.

Active Recreation Lands. City residents have access to a variety of local parks, recreational facilities, regional parks, and open space areas. The City oversees the local parks and recreational facilities, while the East Bay Regional Park District (EBRPD) oversees the regional facilities. The following description of open space and recreation facilities within the City of Antioch is divided into four sections: parks and recreation facilities; recreation programs; special use facilities; and regional facilities and trails.

The City owns and administers 28 parks, varying in size and amenities from the 2-acre Deerfield Park to the 99-acre Prewett Family Water Park. Over 400 acres of parks and open space areas are located within the City, 200 acres of which are developed. The remaining 200 acres consist of acreage awaiting development or are areas managed exclusively as open space.

The East Bay Regional Park District operates three facilities in the Antioch area, the largest of which is Black Diamond Mines Regional Preserve, a 5,984-acre open space area accessed by multiple use trails (i.e., pedestrian, bike, and equestrian trails). The Preserve offers naturalist programs, and visitors can tour the underground mining museum and a historic cemetery. Picnic areas and horse staging areas are also available. Two wilderness group camps are located in the southern portion of the park. Additional open space preserves are located to the southeast of Antioch adjacent to the Los Vaqueros reservoir and within the Cowell Ranch, which has recently become a State Park.

Contra Loma Regional Park, adjacent to the Lone Tree Golf Course on the southern edge of the City, is 775 acres in size. The park surrounds the Contra Loma Reservoir, and offers multiple use trails for hiking, biking, and horseback riding. The reservoir is available for fishing, boating, sailboarding, and swimming (in a separate swim lagoon). The Park also provides picnic areas, horseshoe pits, and a food concession stand. EBRPD also maintains the Antioch Regional Shoreline, which consists of 7 acres fronting the San Joaquin River, north of downtown Antioch. The Shoreline has a 550-foot long fishing pier, a small beach, picnic tables and barbecues, and a 4.5-acre meadow. Swimming is not allowed at the Antioch Regional Shoreline Park.

The EBRPD also oversees the Delta DeAnza Regional Trail, which originates at Bay Point in the West Pittsburg area, and runs east to a connection with the Marsh Creek Trail in Oakley, with a connection to the Iron Horse Trail through the Concord Naval Weapons Station along the Contra Costa Canal Right of Way. The Trail crosses Antioch from its western boundary with Pittsburg at approximately Somersville Road, parallels the Contra Costa Canal to Wild Horse Road at Hillcrest Avenue, and runs to the Union Pacific Railroad tracks at Neroly Road in Oakley. An agreement with the railroad to permit a trail crossing is preventing the trail from being opened. When opened, the Delta de Anza Trail will extend from the Marsh Creek Trail in Brentwood to the Iron Horse Trail in Concord. The segment through Antioch is also part of the De Anza National Historic Trail.

Agriculture. Antioch is located in an area of Contra Costa County that has traditionally contained areas of land used for grazing, orchards, field and row crops. The City has approximately 5,600 acres of grazing and former agricultural lands.

Passive Open Space. Passive open space in and near the City of Antioch consists of hillsides, vacant lands, and the San Joaquin River. Views of natural features both within the City and of the surrounding topography are a valuable resource for many of the City's residents. Natural features that can be viewed from the City include Mt. Diablo, the surrounding ridgelines, and the San Joaquin River. These views contribute a feeling of community identity, as well as visual enjoyment.

The City is located on the southern bank of the San Joaquin River, near its confluence with the Sacramento River. The confluence of these rivers is located in the Sacramento-San Joaquin Delta, an area that is largely level, with views to the north and east. To preserve open space and views along the River, and to attract residents down to the area, the City has developed projects such as the Municipal Public Marina (built in 1988) and the Antioch Riverfront Promenade.

In 1981, the City enacted the Hillside Planned Development (HPD) Ordinance to protect hillsides, ridges, and ridgelines within the City. The Ordinance was revised and adopted in 1994 as part of the Zoning Ordinance and applies to those hillside areas in which one or more of the following apply:

- A predominant portion of the area has slopes in excess of 10 percent;
- A significant area of slopes of 25 percent or greater; or
- A significant ridgeline, hilltop, or exposed slope is located in the area.

The purpose of the Ordinance is to promote a more harmonious visual and functional relationship between the natural and built environments. The HPD Districts are reserved for residential uses that are clustered in a manner that will preserve significant features of hillside areas, such as drainage swales, streams, steep slopes, ridgelines, rock outcroppings, and native vegetation.

As of 1998, the City had three HPD Districts located in the south and southwest portions of the City. This land could be developed or redeveloped at any time with uses as specified in the General Plan or Zoning Ordinance. Areas designated, currently or in the future, as HPD Districts will be developed and should not be considered permanent passive open space. However, these areas will be developed in a manner which preserves valued open space characteristics.

4. Chapter 10.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 10.3.1, entitled "Open Space Objective." That subsection is amended as follows:

10.3.1 Open Space Objective

Maintain, preserve and acquire open space and its associated natural resources by providing parks for active and passive recreation, trails, and by preserving existing natural, scenic, and other open space resources outside the ULL.

5. Chapter 10.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 10.3.2, entitled "Open Space Policies." That subsection is amended as follows:

10.3.2 Open Space Policies

- a. Establish a comprehensive system of open space that is available to the public, including facilities for organized recreation; active informal play; recreational travel along formal, natural, and riverfront trails; passive recreation; and enjoyment of the natural environment.
- b. Implement the design standards of the Community Image and Design Element so as to maintain views of the San Joaquin River, Mount Diablo and its foothills, Black Diamond Mines Regional Preserve and other scenic features, and protect the natural character of Antioch's hillside areas as set forth in the Community Image and Design Element¹.

¹ Policies related to watershed protection are set forth in Section 5.4.2, General Design Policies. Hillside design policies are found in Section 5.4.14.

- c. Maintain the shoreline of the San Joaquin River as an integrated system of natural (wetlands) and recreational (trails and viewpoints) open space as set forth in the Land Use Element and Public Services and Facilities Element.
- d. Where significant natural features are present (e.g., ridgelines, natural creeks and other significant habitat areas, rock outcrops, and other significant or unusual landscape features), require new development within the ULL to incorporate natural open space areas into project design. Require dedication to a public agency or dedication of a conservation easement, preparation of maintenance plans, and provision of appropriate long-term management and maintenance of such open space areas.
- e. Require proposed development projects within the ULL containing significant natural resources (e.g. sensitive or unusual habitats, special-status species, habitat linkages, steep slopes, cultural resources, wildland fire hazards, etc.) to prepare Resource Management Plans to provide for their protection or preservation consistent with the provisions of the Antioch General Plan, other local requirements, and the provisions of State and Federal law. The purpose of the Resource Management Plan is to look beyond the legal status of species at the time the plan is prepared, and provide a long-term plan for conservation and management of the natural communities found onsite. Resource Management Plans shall accomplish the following:
 - Determine the significance of the resources that are found onsite and their relationship to resources in the surrounding area, including protected open space areas, habitat linkages and wildlife movement corridors;
 - Define areas that are to be maintained in long-term open space based on the significance of onsite resources and their relationship to resources in the surrounding area, and
 - Establish mechanisms to ensure the long term protection and management of lands retained in open space.
- f. Encourage public access to creek corridors through the establishment of trails adjacent to riparian resources, while maintaining adequate buffers between creeks and trails to protect sensitive habitats, special-status species and water quality to the maximum extent feasible. However, trails shall not impair appreciably the quantity or quality of water or native vegetation in a stream corridor.
- g. Where feasible, incorporate preserve and protect significant existing natural features as part of the design of new development projects within the ULL, rather than removing them. Where preservation of natural features is not feasible, introduce natural elements into project design, impacts to significant natural features that cannot be preserved or reintroduced into the project design on-site shall be mitigated off-site.

6. Chapter 10.0 of the General Plan, entitled "Resource Management," contains a section 10.4, entitled "Biological Resources Objectives and Policies." That section is amended as follows:

10.4 BIOLOGICAL RESOURCES OBJECTIVES AND POLICIES

Although it is largely urbanized, portions of remaining undeveloped lands within the ULL that have long been planned for development contain vegetation and habitat types the California Department of Fish and Game considers rare and worthy of consideration in the California Natural Diversity Database:

- Native grasslands
- Vernal pools
- Stabilized interior dunes
- Seasonal wetlands
- Freshwater seeps
- Freshwater marshes
- Coastal brackish marshes
- Alkaline floodplains

- Alkali seeps
- Valley oak woodlands
- Riparian woodland

Grassland. Native grasslands have been reduced to 90 percent of their former area in California. Native grassland in the Antioch Planning Area would be dominated by purple needlegrass (*Nassella pulchra*). A variety of spring wildflowers are also found in native grasslands. Because of the rarity of this once abundant vegetation type, the California Department of Fish and Game may request mitigation for projects that impact native grasslands. Additionally, special-status plants are more likely to be found in undisturbed native vegetation. Native grasslands are most likely to be found scattered in the southern part of the Antioch Planning Area. A number of special-status species has been identified in certain native and non-native grassland habitats within and adjacent to Antioch, including San Joaquin kit fox (*Vulpes macrotis*), California tiger salamander (*Ambystoma californiense*), American badger (*Taxidea taxus*), western burrowing owl (*Athene cunicularia hypugae*), and golden eagle (*Aquila chrysaetos*).

Vernal Pools. Vernal pools are seasonal wetlands typically occurring in depressions in grasslands. These depressions collect water during the winter and spring rains, and dry once the rains cease. As the ponds dry in the spring, a succession of different plant species bloom around the edges of the pool. A high-quality vernal pool will display concentric rings of different colors of flowers in bloom in mid-spring. Because vernal pools tend to be isolated from each other, they may possess a unique flora that includes special-status, federally protected plants and special-status animals. Vernal pools are most likely to be found in the southern portion of the Antioch Planning Area. Special-status plants and invertebrates are often found within this habitat type.

Stabilized Interior Dunes. The Antioch Dunes along the banks of the San Joaquin River contain a unique assemblage of plant and animal species, several of which are found nowhere else in the world. Scattered grasses and forbs, some of which reach shrub size, form the ground cover. The federally endangered Antioch Dunes evening-primrose (*Oenothera deltoides* ssp. *howellii*) and Contra Costa wallflower (*Erysimum capitatum* ssp. *angustatum*) are found here amongst more common species. A number of special-status animals occur in this habitat, the most sensitive of which are the insects, including the federally endangered Lange's metalmark butterfly.

Wetlands. Seasonal wetlands and ponds hold water for only part of the year, and can be found in any part of the Antioch Planning Area, but are more common along the San Joaquin River and seasonal streams in the southern portion of the Planning Area. Coastal brackish marshes are wet year round and are found along the banks of the San Joaquin River. If pickleweed (*Salicornia* sp.) is present, coastal brackish marshes may contain suitable habitat for the State and Federally endangered salt marsh harvest mouse. Other listed species associated with the coastal brackish marsh in the Antioch Planning Area include California clapper rail (*Rallus longirostris obsoletus*), California black rail (*Lateralallus jamaicensis coturniculus*).

Alkaline floodplains exist along the banks of the San Joaquin River. These may appear barren because of the difficulty of growing in highly alkaline, frequently disturbed soil. If unprotected, such barren lands tend to attract people seeking recreation in four-wheel drive vehicles, which reduces the vegetation ever further. Stands of pickleweed and saltgrass growing within alkaline floodplains can be habitat for the State and federally endangered salt marsh harvest mouse (*Reithrodontomys raviventris*).

Open Water. This category includes the San Joaquin River and permanent waterbodies, such as natural or man-made lakes, ponds, and reservoirs. Although open water does not provide habitat for many plant species, it is important for wildlife and fish. The San Joaquin River is used as a movement corridor, foraging, and breeding habitat for a variety of native and non-native fish including steelhead (*Oncorhynchus mykiss*), Chinook salmon (*Oncorhynchus tshawytscha*), delta smelt (*Hypomesus transpacificus*), striped bass (*Morone saxatilis*), and many others. Water birds and waterfowl use the lakes and rivers for foraging and breeding and stopovers during migration.

Oak Woodland. Oak woodlands are important habitat for numerous common and special-status wildlife species. Blue oak woodland is found on north-facing slopes and in shady ravines in the Mt. Diablo foothills. Valley oak woodlands once dominated the edges of the Central Valley in vast park-like stands. Valley oaks are the largest and longest-lived of the California oaks. This habitat type has been much reduced by conversion of land to agriculture and because modern grazing patterns prevent the regeneration of young oaks. Valley oak stands are still found in Antioch in Contra Loma Regional Park and other southern portions of the Antioch Planning Area.

Riparian. Riparian vegetation refers to the native scrub or forest occurring along streams and riverbanks. In riparian areas, the roots of trees and other vegetation can easily reach the water table. Such areas are prone to frequent flooding. Riparian vegetation used to be found along most perennial and intermittent streams in the Antioch Planning Area and along the San Joaquin River. This vegetation type has become rare due to disturbance by cattle, riverfront development, and the filling or channelizing of small streams in urban areas. Riparian areas provide important breeding and foraging habitat for many species of birds, mammals, reptiles, and amphibians. The federally-listed California red-legged frog (*Rana aurora draytonii*) occurs along creeks in the Planning Area and the state-listed Swainson's hawk will nest in large trees such as cottonwoods that grow along creeks.

Special-Status Species. Special-status species are defined as:

- Species that are listed, or designated as candidates for listing, as threatened or endangered under the Federal Endangered Species Act;
- Species that are listed, or designated as candidates for listing as rare (plants), threatened, or endangered under the California Endangered Species Act;
- Plant species on List 1A, List 1B, List 2, and List 3 in the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California;

- Wildlife species listed by the California Department of Fish and Game as species of special concern or fully protected species;
 - Species that meet the definition of rare or endangered under the California Environmental Quality Act (under Section 15380 of CEQA¹); and
 - Considered to be a taxon of special concern by local agencies.
- This section of CEQA Guidelines states that any species not included on any formal list, can nevertheless be considered rare or endangered if the species can be shown to meet the criteria for listing.

7. Chapter 10.0 of the General Plan, entitled "Public Services and Facilities," contains a subsubsection 10.4.2, entitled "Biological Resources Policies." That subsection is amended as follows:

10.4.2 Biological Resources Policies

- Comply with the Federal policy of no net loss of wetlands through avoidance and clustered development. Where preservation in place is found not to be feasible (such as where a road crossing cannot be avoided, or where shore stabilization or creation of shoreline trails must encroach into riparian habitats), require 1) on-site replacement of wetland areas, 2) off-site replacement, or 3) restoration of degraded wetland areas at a minimum ratio of one acre of replacement/restoration for each acre of impacted onsite habitat, such that the value of impacted habitat is replaced.
- Preserve in place and restore existing wetlands and riparian resources along the San Joaquin River and other natural streams in the Planning Area, except where a need for structural flood protection is unavoidable.
- For new development within the ULL, require ~~Require~~ appropriate setbacks adjacent to natural streams to provide adequate buffer areas ensuring the protection of biological resources, including sensitive natural habitat, special-status species habitats and water quality protection.
- Through the project approval and environmental review processes, require new development projects within the ULL to protect sensitive habitat areas, including, but not limited to, oak woodlands, riparian woodland, vernal pools, and native grasslands. Ensure the preservation in place of habitat areas found to be occupied by state and federally protected species.
- If impacts to sensitive habitat areas are unavoidable, appropriate compensatory mitigation shall be required off-site within eastern Contra Costa County. Such compensatory mitigation shall be implemented through the provisions of a Resource Management Plan ("RMP") as described in Policy 10.3.2.e, except where, in the discretion of the Community Development Director, an RMP is not necessary or appropriate due to certain characteristics of the site and the project. Among the factors that are relevant to determining whether an RMP is necessary or appropriate for a given project are the size of the project and the project site, the location of the project (e.g., proximity to existing urban development or open space), the number and sensitivity of biological resources and habitats on the project site, and the nature of the project (e.g., density and intensity of development).
- Where preserved habitat areas occupy areas that would otherwise be graded as part of a development project within the ULL, facilitate the transfer of allowable density to other, non-sensitive portions of the site.
- Limit uses within preserve and wilderness areas to resource-dependent activities and other uses compatible with the protection of natural habitats (e.g., passive recreation and public trails).
- Through the project review process for new development within the ULL, review, permit the removal of healthy, mature oak trees on a case-by-case basis only where it is necessary to do so.
- Preserve heritage trees throughout the Planning Area.
- Within areas adjacent to preserve habitats, require the incorporation of native vegetation and avoid the introduction of invasive species in the landscape plans for new development within the ULL.
- Design drainage within urban areas so as to avoid creating perennial flows within intermittent streams to prevent fish and bullfrogs from becoming established within a currently intermittent stream.
- Whenever a biological resources survey is undertaken to determine the presence or absence of a threatened or endangered species, or of a species of special concern identified by the U.S. Fish and Wildlife Service or the California Department of Fish and Game, require the survey to follow established protocols for the species in question prior to any final determination that the species is absent from the site.

8. Chapter 10.0 of the General Plan, entitled "Resource Management," contains a section 10.5, entitled "Open Space Transitions and Buffers Objective and Policies." That section is amended as follows:

10.5 OPEN SPACE TRANSITIONS AND BUFFERS OBJECTIVE AND POLICIES

Transition and buffering policies set forth in the Community Image and Design Element focus on protecting existing and planned residential uses from the effects of adjacent land uses. Similar provisions are needed to address the urban edge, where development within the ULL will lie adjacent to open space, and provide buffers between existing and proposed developments and existing open space; agricultural areas; lands in public open space; lands subject to conservation easement areas; and land set aside as mitigation from the effects of development within the ULL. These buffering policies are intended to avoid creation of significant impacts from adjacent development on preserved open space

lands and conservation areas in terms of aesthetics, light and glare, noise, fire safety, habitat management, and the public's quiet enjoyment of protected areas.

9. Chapter 10.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 10.5.1, entitled "Open Space Transitions and Buffers Objective." That subsection is amended as follows:

10.5.1 Open Space Transitions and Buffers Objective

Minimize the impacts of development within the ULL, located adjacent to natural areas, preserved in open space, and protected environmental resources.

10. Chapter 10.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 10.5.2, entitled "Open Space Transitions and Buffers Policies." That subsection is amended as follows:

10.5.2 Open Space Transitions and Buffers Policies

- a. Minimize the number and extent of locations where residential, commercial, industrial, and public facilities land use designations abut lands designated for open space and protected resource areas (e.g., lands with conservation easements or set aside as mitigation for development impacts). Where such land use relationships cannot be avoided, use buffers and compatible uses to buffer and protect open space and protected resources from the adverse effects of residential, commercial, industrial and public facilities development within the ULL.
- b. Ensure that the design of development proposed along a boundary with open space or protected resources provides sufficient protection and buffering for the open space and protected resources. The provision of buffers and transitions to achieve compatibility shall occur as part of the proposed development.
- c. In designing buffer areas, the following criteria shall be considered and provided for (when applicable) within the buffer areas to avoid or mitigate significant impacts:
 - Aesthetics: How will development of land within the ULL affect views from adjacent open space areas? What are the sensitive land uses and resources within open space areas and how might they be affected by changes in the visual environment?
 - Light and Glare: Will a proposed development result in increased light or glare in open space areas that would impact open space uses or wildlife habitats within that open space?
 - Noise: Will noise generated by the proposed development affect the public's quiet enjoyment of public open space? What are the sensitive noise receptors in open space areas and how can impacts on those sensitive receptors be avoided or mitigated? Can noise-generating uses be located away from noise-sensitive areas?
 - Fire Safety: How will development affect the risk of fire on adjacent open space and resource areas? How would development affect or be affected by existing fire abatement practices on adjacent open space and resource areas, including livestock grazing, prescribed fire, plant pest management, mowing, disking, ecological restoration and other practices?
 - Public Safety: How will development of land within the ULL adjacent to open space or resource areas increase the risk of vandalism, trespass, and theft in adjacent open space and resource areas?
 - Habitat Management: How will proposed development of land within the ULL affect habitat values on adjacent open space and resource areas? How will development prevent the spread of introduced animals and plant pests into adjacent open space and resource areas? How will proposed development affect wildlife migration corridors between or within open space and/or resource areas?
 - Public Access Management: How will development of land within the ULL adjacent to public open space and resource areas affect the maintenance of existing public facilities, such as roads, trails, fences, gates and restrooms? How might development adjacent to open space or resource areas facilitate illegal public access?
 - Buffer Management: How can appropriate management of lands that are set aside as buffers between development of land within the ULL and open space or resource areas be ensured?

11. Chapter 10.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 10.6.2, entitled "Air Quality Policies." That subsection is amended as follows:

10.6.2 Air Quality Policies

Construction Emissions

- a. Require development projects within the ULL to minimize the generation of particulate emissions during construction through implementation of the dust abatement actions outlined in the CEQA Handbook of the Bay Area Air Quality Management District.

Mobile Emissions

- b. Require developers of large residential and non-residential projects within the ULL to participate in programs and to take measures to improve traffic flow and/or reduce vehicle trips resulting in decreased vehicular emissions. Examples of such efforts may include, but are not limited to the following.

- Development of mixed use projects, facilitating pedestrian and bicycle transportation and permitting consolidation of vehicular trips.
- Installation of transit improvements and amenities, including dedicated bus turnouts and sufficient rights-of-way for transit movement, bus shelters, and pedestrian easy access to transit.
- Provision of bicycle and pedestrian facilities, including bicycle lanes and pedestrian walkways connecting residential areas with neighborhood commercial centers, recreational facilities, schools, and other public areas.
- Contributions for off-site mitigation for transit use.
- Provision of charging stations for electric vehicles within large employment-generating and retail developments.
- c. Budget for purchase of clean fuel vehicles, including electrical and hybrid vehicles where appropriate, and, if feasible, purchasing natural gas vehicles as diesel powered vehicles are replaced.
- d. Support and facilitate employer-based trip reduction programs by recognizing such programs in environmental mitigation measures for traffic and air quality impacts where their ongoing implementation can be ensured, and their effectiveness can be monitored.

Stationary Source Emissions

- e. As part of the development review process for non-residential development, require the incorporation of best available technologies to mitigate air quality impacts.
 - f. Provide physical separations between (1) proposed new industries having the potential for emitting toxic air contaminants and (2) existing and proposed sensitive receptors (e.g., residential areas, schools, and hospitals).
 - g. Require new wood burning stoves and fireplaces to comply with EPA and BAAQMD approved standards.
12. Chapter 10.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 10.7.1, entitled "Water Resources Objective." That subsection is amended as follows:

10.7.1 Water Resources Objective

Ensure that an adequate supply of water is available to serve existing and future needs of the City, including land long planned for development within the ULL.

13. Chapter 10.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 10.7.2, entitled "Water Resources Policies." That subsection is amended as follows:

10.7.2 Water Resources Policies

Water Supply

- a. As part of the implementing the City's residential growth management program and its development review process for non-residential development, ensure that adequate long-term water supplies are available to serve the development being granted new allocations, including consideration of peak drought and peak fire fighting needs.
- b. Require new development within the ULL to be equipped with drought tolerant landscaping and water conservation devices.
- c. Work with Delta Diablo Sanitation District to make reclaimed wastewater available for irrigation use. Where reclaimed wastewater can be made available at a reasonable cost, require the installation of dual water systems in development projects and public facilities, using reclaimed wastewater for irrigation.
- d. Protect, where possible, groundwater recharge areas, including protection of stream sides from urban encroachment.
- e. Oppose proposals with the potential to increase the salinity of the Delta and/or endanger the City's rights to divert water from the San Joaquin River.

Water Quality

- f. Participate in the Contra Costa Clean Water program to reduce storm water pollution and protect the water quality of the City's waterways.
- g. Require public and private development projects to be in compliance with applicable National Pollution Discharge Elimination System (NPDES) permit requirements, and require the implementation of best management practices to minimize erosion and sedimentation resulting from new development.
- h. Participate in regional watershed planning efforts to enhance area water quality.

- i. Design drainage within urban areas within the ULL to avoid runoff from landscaped areas and impervious surfaces from carrying pesticides, fertilizers, and urban and other contaminants into natural streams.
14. Chapter 10.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 10.8.1, entitled "Energy Resources Objective." That subsection is amended as follows:

10.8.1 Energy Resources Objective

Reduce reliance on nonrenewable energy sources in existing and new commercial, industrial, and public structures within the ULL.

 - 4 See also Objective 7.4.1, which addresses reducing the use of nonrenewable energy resources by encouraging non-motorized transportation.
15. Chapter 10.0 of the General Plan, entitled "Public Services and Facilities," contains a subsection 10.9.2, entitled "Cultural Policies." That subsection is amended as follows:

10.9.2 Cultural Policies

 - a. Require new development within the ULL to analyze, and therefore avoid or mitigate impacts to archaeological, paleontological, and historic resources. Require surveys for projects having the potential to impact archaeological, paleontological, or historic resources. If significant resources are found to be present, provide mitigation in accordance with applicable CEQA guidelines and provisions of the California Public Resources Code.
 - b. If avoidance and/or preservation in the location of any potentially significant cultural resource is not possible, the following measures shall be initiated for each impacted site:
 - A participant-observer from the appropriate Indian Band or Tribe shall be used during archaeological testing or excavation in the project site.
 - Prior to the issuance of a grading permit for the project, the project proponent shall develop a test-level research design detailing how the cultural resource investigation shall be executed and providing specific research questions that shall be addressed through the excavation program. In particular, the testing program shall characterize the site constituents, horizontal and vertical extent, and, if possible, period of use. The testing program shall also address the California Register and National Register eligibility of the cultural resource and make recommendations as to the suitability of the resource for listing on either Register. The research design shall be submitted to the City of Antioch for review and comment. For sites determined, through the Testing Program, to be ineligible for listing on either the California or National Register, execution of the Testing Program will suffice as mitigation of project impacts to this resource.
 - After approval of the research design and prior to the issuance of a grading permit, the project proponent shall complete the excavation program as specified in the research design. The results of this excavation program shall be presented in a technical report that follows the City's outline for Archaeological Testing. The Test Level Report shall be submitted to the City for review and comment. If cultural resources that would be affected by the project are found ineligible for listing on the California or National Register, test-level investigations will have depleted the scientific value of the sites and the project can proceed.
 - If the resource is identified as being potentially eligible for either the California or National Register, and project designs cannot be altered to avoid impacting the site, a Treatment Program to mitigate project effects shall be initiated. A Treatment Plan detailing the objectives of the Treatment Program shall be developed. The Treatment Plan shall contain specific, testable hypotheses relative to the sites under study and shall attempt to address the potential of the sites to address these research questions. The Treatment Plan shall be submitted to the City for review and comment.
 - After approval of the Treatment Plan, the Treatment Program for affected, eligible sites shall be initiated. Typically, a Treatment Program involves excavation of a statistically representative sample of the site to preserve those resource values that qualify the site as being eligible for the California or National Register. At the conclusion of the excavation or research program, a Treatment Report shall be developed. This data recovery report shall be submitted to the City for review and comment.
 - c. When existing information indicates that a site proposed for development within the ULL may contain paleontological resources, a paleontologist shall monitor site grading activities with the authority to halt grading to collect uncovered paleontological resources, curate any resources collected with an appropriate reposition, and file a report with the Community Development Department documenting any paleontological resources found during site grading.
 - d. As a standard condition of approval for new development projects within the ULL, require that if unanticipated cultural or paleontological resources are encountered during grading, alteration of earth materials in the vicinity of the find be halted until a qualified expert has evaluated the find and recorded identified cultural resources.
 - e. Preserve historic structures and ensure that alterations to historic buildings and their immediate settings are compatible with the character of the structure and the surrounding neighborhood.

K. ENVIRONMENTAL HAZARDS ELEMENT AMENDMENTS.

1. Chapter 11.0 of the General Plan, entitled "Environmental Hazards," contains a section 11.2, entitled "Goals of the Environmental Hazards Element." That section is amended as follows:

11.2 GOALS OF THE ENVIRONMENTAL HAZARDS ELEMENT

To provide for a sustained high quality of life, it is the goal of the Environmental Hazards Element to accomplish the following:

- *Minimize the potential for loss of life injury, property damage, and economic and social disruption resulting from natural and manmade hazards in the community.*

One of Antioch's fundamental values is that people's lives and properties will be safe from natural and manmade hazards. While there is a practical limit to the level of protection that can be provided in a community, Antioch is committed to minimizing the community's vulnerability to natural and manmade hazards. In accomplishing this goal, the City seeks to offer assurance to those who wish to invest in Antioch, whether as a resident business owner, that their protection and that of their properties has a high priority in the City. This priority is encompassed in the Safety element by:

- incorporating safety considerations into the land use planning and development review process regarding new development within the voter-approved Urban Limit Line (ULL);
- Identifying and mitigating hazards faced by existing and new development within the ULL;
- Facilitating the strengthening of existing codes, project review, and permitting processes; and
- Strengthening disaster planning and post-disaster response policies.

2. Chapter 11.0 of the General Plan, entitled "Environmental Hazards," contains a subsection 11.3.2, entitled "Geology and Seismicity Policies." That subsection is amended as follows:

11.3.2 Geology and Seismicity Policies

Seismicity

- a. Require geologic and soils reports to be prepared for proposed development sites within the ULL, and incorporate the findings and recommendations of these studies into project development requirements. As determined by the City of Antioch Building Division, a site-specific assessment shall be prepared to ascertain potential ground shaking impacts on new development. The site-specific ground shaking assessment shall incorporate up-to-date data from government and non-government sources and may be included as part of any site-specific geotechnical investigation. The site-specific ground shaking assessment shall include specific measures to reduce the significance of potential ground shaking hazards. This site-specific ground shaking assessment shall be prepared by a licensed geologist and shall be submitted to the City of Antioch Building Division for review and approval prior to the issuance of building permits. For purposes of this policy, "development" applies to new structures and existing structures or facilities that undergo expansion, remodeling, renovation, refurbishment or other modification. This policy does not apply to second units or accessory buildings.
- b. Provide information and establish incentives for property owners to rehabilitate existing buildings using updated construction techniques to protect against seismic hazards.
- c. Encourage the purchase of earthquake insurance by residents and businesses.
- d. Encourage continued investigation by State agencies of geologic conditions within the Bay Area to update knowledge of seismic hazards and promote public awareness.
- e. Provide expedited review of any seismic-related revisions to the Uniform Building Code proposed by the State.
- f. Work with PG&E, pipeline companies, and industrial uses to implement measures to safeguard the public from seismic hazards associated with high voltage transmission lines, caustic and toxic gas and fuel lines, and flammable storage facilities.
- g. Require that engineered slopes be designed to resist seismically-induced failure.
- h. Require that parcels overlying both cut and fill areas within a grading operation be over-excavated to mitigate the potential for seismically-induced differential settlement.

Other Geologic Conditions

- i. Limit development in those areas, which, due to adverse geological conditions, will be hazardous to the overall community and those who will inhabit the area.
- j. Require evaluations of potential slope stability for developments proposed within hillside areas, and incorporate the recommendations of these studies into project development requirements.
- k. Require specialized soils reports in areas suspected of having problems with potential bearing strength, expansion, settlement, or subsidence, including implementation of the recommendations of these reports into the project development, such that structures designed for human occupancy are not in danger of collapse or significant structural damage with corresponding hazards to human

occupants. Where structural damage can be mitigated through structural design, ensure that potential soils hazards do not pose risks of human injury or loss of life in outdoor areas of a development site.

- i. Where development is proposed within an identified or potential liquefaction hazard area (as determined by the City), adequate and appropriate measures such as (but not limited to) designing foundations in a manner that limits the effects of liquefaction, the placement of an engineered fill with low liquefaction potential, and the alternative siting of structures in areas with a lower liquefaction risk, shall be implemented to reduce potential liquefaction hazards. Any such measures shall be submitted to the City of Antioch Building Division for review prior to the approval of the building permits.

Historic Mineral Extraction

- m. As appropriate and necessary to protect public health and safety, abandoned mines shall be placed in natural open space areas, with appropriate buffer areas to prevent unauthorized entry.
 - n. Within areas of known historic mining activities, site-specific investigations shall be undertaken prior to approval of development to determine the location of any remaining mine openings, the potential for subsidence or collapse, and necessary measures to protect public health and safety, and prevent the collapse or structural damage to structures intended for human occupancy due to mine-related ground failure or subsidence. Such measures shall be incorporated into project approvals.
 - o. All identified mine openings shall be effectively sealed.
 - p. Construction of structures for human occupancy shall be prohibited within areas found to have a high probability of surface collapse or subsidence, unless foundations are designed that would not be affected by such surface collapse or subsidence, as determined by site-specific investigations and engineered structural design.
 - q. The locations of all oil or gas wells on proposed development sites shall be identified in development plans. Project sponsors of development containing existing or former oil or gas wells shall submit documentation demonstrating that all abandoned wells have been properly abandoned pursuant to the requirements of the California Department of Conservation Oil, Gas, and Geothermal Resources.
3. Chapter 11.0 of the General Plan, entitled "Environmental Hazards," contains a subsection 11.4.2, entitled "Flood Protection Policies." That subsection is amended as follows:

11.4.2 Flood Protection Policies

- a. Prohibit all development within the 100-year floodplain, unless mitigation measures consistent with the National Flood Insurance Program are provided.
 - b. Minimize encroachment of development adjacent to the floodway in order to convey flood flows without property damage and risk to public safety. Require such development to be capable of withstanding flooding and to minimize the use of fill.
 - c. Prohibit alteration of floodways and channelization of natural creeks if alternative methods of flood control are technically and financially feasible. The intent of this policy is to balance the need for protection devices with land use solutions, recreation needs, and habitat preservation.
 - d. Require new development within the ULL, to prepare drainage studies to assess storm runoff impacts on the local and regional storm drain and flood control system, along with implementation of appropriate detention and drainage facilities to ensure that the community's storm drainage system capacity will be maintained and peak flow limitations will not be exceeded.
 - e. Where construction of a retention basin is needed to support new development within the ULL, require the development to provide for the perpetual funding and ongoing maintenance of the basin.
 - f. Eliminate hazards caused by local flooding through improvements to the area's storm drain system or creek corridors as resources allow.
4. Chapter 11.0 of the General Plan, entitled "Environmental Hazards," contains a "Flood Hazard Map," described in section 11.4 of Chapter 11 as "Figure 11." For reference purposes and context only, the existing Figure 11 is attached to this initiative as Exhibit V.
 5. Chapter 11.0 of the General Plan, entitled "Environmental Hazards," contains a subsection 11.5.2, entitled "Fire Hazard Policies." That subsection is amended as follows:

11.5.2 Fire Hazard Policies

- a. Where new development within the ULL borders wildland areas, require appropriate fuel modification and use of fire retardant building materials per the requirements of the Contra Costa County Fire Protection District. Fuel modification may be permitted to extend beyond the boundaries of the site for which wildland fire protection is being provided only if the adjacent owner provides written permission, the proposed fuel modification is consistent with the management practices of the agency controlling such land (if it is in permanent open space), and the off-site fuel modification activity will not significantly impact sensitive habitat areas.
- b. Require that adequate fire protection be available at initial project occupancy, whenever feasible. Thus, stations should be constructed and manned at the outset of new development. If the Contra Costa Fire Protection District finds that a lag time between initial occupancy and operation of new

stations cannot be avoided, the City may consider requiring sprinklers in new homes as an alternative.

6. Chapter 11.0 of the General Plan, entitled "Environmental Hazards," contains a subsection 11.6.2, entitled "Noise Policies." That subsection is amended as follows:

11.6.2 Noise Policies

Noise Compatible Land Use and Circulation Patterns

- a. Implementation of the noise objective contained in Section 11.6.1 and the policies contained in Section 11.6.2 of the Environmental Hazards Element shall be based on noise data contained in Section 4.9 of the General Plan EIR, unless a noise analysis conducted pursuant to the City's development and environmental review process for new development within the ULL provides more up-to-date and accurate noise projections, as determined by the City.
- b. Maintain a pattern of land uses that separates noise-sensitive land uses from major noise sources to the extent possible, and guide noise-tolerant land uses into the noisier portions of the Planning Area.
- c. Minimize motor vehicle noise in residential areas through proper route location and sensitive roadway design.
 - Provide planned industrial areas with truck access routes separated from residential areas to the maximum feasible extent.
 - Where needed, provide traffic calming devices to slow traffic speed within residential neighborhoods.

Noise Analysis and Mitigation

- d. Where new development within the ULL (including construction and improvement of roadways) is proposed in areas exceeding the noise levels identified in the General Plan Noise Objective, or where the development of proposed uses could result in a significant increase in noise, require a detailed noise attenuation study to be prepared by a qualified acoustical engineer to determine appropriate mitigation and ways to incorporate such mitigation into project design and implementation.
- e. When new development within the ULL incorporating a potentially significant noise generator is proposed, require noise analyses to be prepared by a qualified acoustical engineer. Require the implementation of appropriate noise mitigation when the proposed project will cause new exceedences of General Plan noise objectives, or an audible (3.0 dBA) increase in noise in areas where General Plan noise objectives are already exceeded as the result of existing development.
- f. In reviewing noise impacts of new development within the ULL, utilize site design and architectural design features to the extent feasible to mitigate impacts on residential neighborhoods and other uses that are sensitive to noise, in addition to sound barriers, design techniques to mitigate noise impacts may include, but are not limited to:
 - Increased building setbacks to increase the distance between the noise source and sensitive receptor.
 - Orient buildings which are compatible with higher noise levels adjacent to noise generators or in clusters to shield more noise sensitive areas and uses.
 - Orient delivery, loading docks, and outdoor work areas away from noise-sensitive uses.
 - Place noise tolerant use, such as parking areas, and noise tolerant structures, such as garages, between the noise source and sensitive receptor.
 - Cluster office, commercial, or multi-family residential structures to reduce noise levels within interior open space areas.
 - Provide double glazed and double paned windows on the side of the structure facing a major noise source, and place entries away from the noise source to the extent possible.
- g. Where feasible, require the use of noise barriers (walls, berms, or a combination thereof) to reduce significant noise impacts.
 - Noise barriers must have sufficient mass to reduce noise transmission and high enough to shield the receptor from the noise source.
 - To be effective, the barrier needs to be constructed without cracks or openings.
 - The barrier must interrupt the line of sight between the noise source and noise receptor.
 - The effects of noise "flanking" the noise barrier should be minimized by bending the end of the barrier back from the noise source.
 - Require appropriate landscaping treatment to be provided in conjunction with noise barriers to mitigate their potential aesthetic impacts.
- h. Continue enforcement of California Noise Insulation Standards (Title 25, Section 1092, California Administrative Code).

Temporary Construction

- i. Ensure that construction activities are regulated as to hours of operation in order to avoid or mitigate noise impacts on adjacent noise-sensitive land uses.
- j. Require proposed development within the ULL adjacent to occupied noise sensitive land uses to implement a construction-related noise mitigation plan. This plan would depict the location of construction equipment storage and maintenance areas, and document methods to be employed to minimize noise impacts on adjacent noise sensitive land uses.
- k. Require that all construction equipment utilize noise reduction features (e.g., mufflers and engine shrouds) that are no less effective than those originally installed by the manufacturer.
- m. Prior to the issuance of any grading plans for new development within the ULL, the City shall condition approval of subdivisions and non-residential development adjacent to any developed/occupied noise-sensitive land uses by requiring applicants to submit a construction-related noise mitigation plan to the City for review and approval. The plan should depict the location of construction equipment and how the noise from this equipment will be mitigated during construction of the project through the use of such methods as:
 - The construction contractor shall use temporary noise-attenuation fences, where feasible, to reduce construction noise impacts on adjacent noise sensitive land uses.
 - During all project site excavation and grading on-site, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
 - The construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.
 - The construction contractor shall limit all construction-related activities that would result in high noise levels to between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday. No construction shall be allowed on Sundays and public holidays.
- n. The construction-related noise mitigation plan required shall also specify that haul truck deliveries be subject to the same hours specified for construction equipment. Additionally, the plan shall denote any construction traffic haul routes where heavy trucks would exceed 100 daily trips (counting those both to and from the construction site). To the extent feasible, the plan shall denote haul routes that do not pass sensitive land uses or residential dwellings. Lastly, the construction-related noise mitigation plan shall incorporate any other restrictions imposed by the City.

L. IMPLEMENTATION ELEMENT AMENDMENTS.

1. Chapter 12.0 of the General Plan, entitled "Implementation," contains a section 12.2, entitled "Follow-Up Studies and Actions." That section is amended, effective January 1, 2021, upon the expiration of Measure K, as follows:

12.2 FOLLOW-UP STUDIES AND ACTIONS

a. Zoning Ordinance

As a result of updating the Antioch General Plan, a number of modifications to previous General Plan land use designations are proposed. These modifications to proposed land uses are primarily located within General Plan Focus Areas. As a result of these modifications, not all lands will have zoning consistent with the General Plan; in addition, the General Plan contains provisions calling for modifications of zoning standards.

California Government Code Section 65860 requires that a city's zoning be consistent with its General Plan¹. Where a city has undertaken a comprehensive update of its General Plan, case law permits the city a reasonable period of time to change its zoning ordinance (zoning map and text) to achieve consistency with its updated General Plan.

¹ This requirement extends to general law cities, such as Antioch. Exceptions are made for charter cities.

The following implementation programs will be undertaken in relation to the City's zoning ordinance.

1. Revise the zoning map to reflect the land use categories of the adopted General Plan, including zoning of lands within focus areas.
2. Prepare a matrix defining the zoning classifications that are considered to be consistent with each General Plan designation.
3. Revise the text of the zoning ordinance to reflect the provisions of the adopted General Plan in relation to the following issues:
 - Modify permitted uses within zoning designations to reflect the delineation of appropriate uses set forth in the Land Use Element.
 - Establish development standards for mixed-use buildings within the downtown area and within transit-oriented development nodes. Typically, a mixed-use building would consist of

residential dwelling units placed on the upper floors of buildings having commercial or office uses on the ground floor.

- Modify zoning standards to reflect appropriate locations for churches and schools as set forth in the Land Use Element.
- Add requirements for the provision of charging stations for electric vehicles in major commercial and employment-generating developments.
- Establish standards for boat storage yards, including standards for stackable storage.
- Establish density bonuses for senior housing projects.
- Establish standards for the development of residential care facilities.
- Modify zoning standards to incorporate standards for open space transitions and buffers.

b. Development Review Process

Antioch's development review process involved examining proposed development projects for their conformance with the following:

- policies set forth in the General Plan;
- the voter-approved Urban Limit Line (ULL);
- development standards set forth in the zoning ordinance and (where applicable) subdivision ordinance;
- the provisions of any applicable specific plan;
- for residential projects, the provisions of Antioch's residential growth management program;
- and the provisions of the City's economic development strategy.

General Plan Consistency Review. New development projects within the ULL that require discretionary actions by the City will be reviewed for consistency with the provisions of the General Plan, including the General Plan land use and circulation maps and all applicable General Plan goals, objectives, and policies. The City will not approve any development project found to be inconsistent with the provisions of the General Plan or of the ULL.¹

¹ See also "Resolution of Competing Objectives" under Section 12.4d.

Zoning Review. The City's zoning ordinance sets for a description of specific permitted uses and development standards needed to implement the General Plan. All proposed development within the ULL will be reviewed to ensure that the requirements and standards of the City's zoning ordinance are met.

Subdivision Review. Whenever a proposed development within the ULL requires division of land into separate parcels, such development shall be subject to the provisions of the City's subdivision ordinance. This ordinance sets forth both procedural and substantive requirements for the division of land within the City, implementing both the Antioch General Plan and the California Subdivision Map Act. All divisions of land within the City shall be required to meet the provisions of the City's subdivision ordinance and the Map Act.

Environmental Review. The provisions of the California Environmental Quality Act (CEQA) require public agencies to review the potential environmental impacts of discretionary actions they proposed to undertake prior to actually undertaking those actions, including review of proposed development projects. The City will maintain review guidelines in accordance with CEQA and State guidelines to implement CEQA. Environmental review of individual projects (public and private) within the ULL will entail preparation of sufficient technical data to determine consistency with General Plan policies related to the physical environment, including, but not limited to, traffic, noise, air quality, biological and cultural resources, public services and facilities, availability of energy and water resources, visual impacts, and flooding and geotechnical hazards.

As part of the environmental review process, mitigation measures needed to achieve consistency with the provisions of the General Plan will be applied to proposed projects.

c. Maintain Adequate Municipal Services and Facilities

On an annual basis, coinciding with the Fiscal Year, as part of the General Plan review, the City will conduct an assessment of the municipal services and facilities being provided to Antioch residents and businesses. The assessment will determine whether the performance level of municipal services and facilities meet the performance objectives outlined in the Growth Management Element. This review will also include an evaluation of the adequacy of city facilities and equipment; personnel staffing and program needs; and five-year equipment, facility, and staffing needs based on anticipated growth within the ULL and desired levels of service.

Where the performance objectives contained in the Growth Management Element are not being met, the following procedures will be implemented:

- The City will determine the nature and geographic extent of the deficiency.

- Upon the nature and geographic extent of the deficiency, the City Council will direct the City Manager to prepare a program for Council adoption to ensure that the performance objectives will be met at the earliest possible date.
- As part of the program to cure the identified deficiency, appropriate limitations on new development within the ULL will be established within the improvement area so to facilitate elimination of the deficiency. These limitations will remain in effect until the deficiency is eliminated.
- New development within the ULL and within the improvement area will be required to provide such facilities as are necessary to ensure that the services and facilities provided to the new development meet established performance standards, and that the services and facilities provided to existing development will not be further degraded.

d. Urban Limit Line

- Prior to the County's review of the Urban Limit Line, request modification of the County's Urban Limit Line to include approximately 1,000 acres within the Reddy Ranch (approximately 850 acres) and Ginochio Property (approximately 150 acres) Focus Areas that were within the Urban Limit Line as it was approved by the voters in 1990 within County's present Urban Limit Line. The West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative reaffirms and strengthens the City's ULL by ensuring that (1) the ULL can only be changed by Antioch voters, (2) future growth and development will occur only within the ULL established by the voters, (3) development will not occur in areas outside the ULL that are not appropriate for urban growth because of physical unsuitability for development, unstable geological conditions, inadequate water availability, the lack of appropriate infrastructure, distance from existing development, likelihood of substantial environmental damage or substantial injury to fish or wildlife or their habitat, and other similar factors, and (4) development within the ULL in West Sand Creek will only occur on flatter and less environmentally-sensitive lands.

e. Actions to Implement Focus Area Policies

The General Plan Land Use Element sets forth policies specific to individual Focus Areas within the City. To implement these Focus Area policies, the following actions will be undertaken.

- Update plans for the San Joaquin River waterfront, including such issues as appropriate development design; location and design of the proposed waterfront trail and park amenities, and means for providing improved all-weather access to Rodgers Point
- Consider renaming "L" Street to Marina Boulevard and "A" Street to Rivertown Boulevard as a means of increasing the visibility of the waterfront, marina, and downtown area.
- Prepare a design plan and implement design improvements for Somersville Road from its entrance to Rivertown at Fourth Street to the south end of County East Mall.
- Develop zoning overlays, modifying permitted uses within Focus Areas for which a Specific Plan has not been adopted to reflect the identification of appropriate uses set forth within the Land Use Element for each Focus Area.
- Undertake an engineering analysis to determine the feasibility of providing an all-weather vehicular access connection between Rivertown and the Rodgers Point area between Second and Sixth streets, including a grade-separated crossing of the existing railroad line.
- Work with the City of Pittsburg to create a roadway connection from Century Boulevard to Buchanan Road along the western city limits.
- Prepare a Specific Plan for the "A" Street Focus Area.
- Investigate the feasibility of creating a redevelopment project area for the "A" Street Interchange Focus Area, including the feasibility of relocating residents as part of planned conversion of lands within the Focus Area from residential to commercial use.
- Undertake a review of the East Lone Tree (FUA 2) Specific Plan to determine whether its assumed residential buildout is feasible given the area's topography.

f. Community Design: Streetscapes

The Community Image and Design Element contains guidelines and policies to improve the visual quality of roadways throughout the City. To implement these policies, the City will undertake the following actions.

- Prepare a landscape manual for roadway rights-of-way, delineating specific street trees to be used to accomplish the purposes outlined in Policy 5.4.2e of the Community Image and Design Element:
 - Differentiate the roadway types outlined in the Circulation Element.
 - Define the hierarchy of entry locations, intersections, and activity centers.
 - Incorporate a full palette of plants, including annual color, to the streetscape.
 - Emphasize drought-resistant landscaping.

- Prepare a plan for utilizing different types of street light within the various Focus Areas of the City to assist in creating a unique character for each of the areas.
- Establish a program for banners on lighting standards to provide visual interest and to announce community events.

g. Community Design: Community Activity Areas

The City will establish a program of signage and kiosks throughout the community identifying locations of and directions to important community features and activity areas (e.g., major shopping areas, Rivertown, City marina, Rodgers Point), as well as identifying pedestrian and bicycle paths and trails.

h. Community Entries and Gateways

Prepare specific designs for and install gateway improvements at the key locations within Antioch identified in Policy 5.4.3 of the Community Image and Design Element and Policy 6.3.21 of the Economic Development Element.

i. Screening along State Route 4

Undertake a joint program with Caltrans to design screening of residential areas along the Route 4 freeway, as set forth in Policy 5.4.5a.

j. Commercial Lighting

Develop specific standards for the screening of light sources within commercial developments to avoid spillover of light into adjacent residential areas. Such standards could include height limits for lighting Standards, requirements for use of cut-offs, and performance standards defining the maximum amount of light (expressed in foot-candles) that would be permitted on adjacent properties from a commercial lighting source.

k. Transportation Improvements

- Require development projects within the ULL to dedicate and construct roadways indicated on the Circulation map, as well as local roadways, as needed to maintain the performance standards set forth in the Growth Management Element.
- Work with the Contra Costa County Congestion Management Agency to prepare Action Plans and have Eighteenth Street, Wilbur Avenue, Sunset Avenue, Oakley Avenue, and the Pittsburg-Antioch Highway designated as Routes of Regional Significance.
- Undertake design studies and pursue construction of couplets in the Rivertown area for Ninth and Tenth streets and for Second and Fourth streets.
- Undertake annual traffic counts on the Antioch roadways identified on the Circulation Element map (Figure 7.1). For best results, counts should be taken in the spring or fall.
- Support regional efforts to determine the feasibility of and implement (if feasible) waterborne transit.
- Maintain current street standards to be applied to all public streets prior to dedication to the City, as well as to private roadways accommodating more than 50 vehicles per hour.
- Review roadway development standards to ensure that bicycle lanes are included in standard roadway sections.

l. ABAG Housing and Employment Projections

Work with the cities of Pittsburg, Oakley, and Brentwood to lobby ABAG to modify regional plans and projections to reflect a more balanced relationship of jobs and housing in eastern Contra Costa County. Such a regional policy would be intended to better reflect the jobs/housing balance policies of these cities' General Plans, recognizing the traffic and air quality imperatives for achieving such a balance.

m. Review of Annexations

- Annexation proponents shall demonstrate that facilities, services, and infrastructure within the ULL are adequate to serve the proposed annexation area in accordance with the performance standards set forth in the General Plan Growth Management Element, or that provision has been made to upgrade deficient facilities, services, or infrastructure.
- Small, piecemeal annexations should be avoided. Lands annexed to the City must be within the ULL and should encompass entire neighborhoods or development areas.

n. Water and Sewer Infrastructure

- Maintain current master plans for water facilities and sewage collection facilities that are consistent with Federal, State and regional standards.
- On a five-year basis, evaluate local water consumption patterns to determine whether the City's water supplies are adequate to support buildout of the General Plan within the ULL.

- In cooperation with the Delta Diablo Sanitation District and other potential purveyors, undertake an analysis to determine the feasibility of developing a system to use reclaimed wastewater and/or raw (untreated) water, along with creating a market for its use for irrigation and industrial purposes within the community.

o. Public Safety

- In cooperation with the Contra Costa County Fire Protection District, and coordinated with the City's annual budget cycle, conduct an annual assessment of the adequacy of facilities and services serving Antioch. This assessment would address personnel and staffing needs, and capital needs, based on anticipated growth and the level of service standard set forth in the Growth Management Element.
- On a five-year basis, have POST undertake an analysis of the Antioch Police Department's staffing needs.

p. Monitor New Technologies

The General Plan includes techniques to improve water quality, reduce water consumption and solid waste generation, and conserve energy. However, research is continually being done, which expands our understanding of these issues and suggests new technologies to address the problems. To ensure that the General Plan implementation programs reflect the most current understanding of the issues, it is essential that new technologies be reviewed, and that the General Plan implementation programs be updated to incorporate current technologies. Of particular interest is maintaining an understanding of the commercial viability of new technologies, and when their incorporation into new public and private development projects within the ULL should be encouraged or required. For example, the first year's review should review such new technologies as fiber optic cabling and support of internet broadband services in new developments. Review of solar and photovoltaic cell technologies should, for example, also be examined. As part of the City's annual budget process, accommodation for such monitoring should be included, with results and recommendations placed in the General Plan annual report.

q. Promote Energy Conservation by Example

It is the intention of the City of Antioch to set an example for energy conservation by reducing energy consumption in City operations. Techniques for energy conservation include, but are not limited to:

- emphasizing fuel efficiency in the purchase and use of City-owned vehicles;
- periodically reviewing energy use by City operations and implementing programs to conserve energy;
- encouraging the use of bicycles by providing bicycle parking facilities at all City facilities; and
- achieving adopted solid waste source reduction and recycling goals in municipal operations.

r. Maintain Disaster Preparedness; Upgrade Existing Plan

- The City will maintain a Multi-Hazard Functional Plan to coordinate disaster recovery activities within the City of Antioch. As part of this effort, the City will actively solicit the input of local disaster preparedness agencies, including, but not limited to, fire, Sheriff and Highway Patrol, and the American Red Cross. The City's existing plan will be expanded to address issues of domestic terrorism, including incident prevention and response.
- On a five-year basis, the City will undertake an analysis of Antioch's Multi-Hazard Functional Plan, emergency response facilities, staffing and capabilities.
- The City will maintain information on emergency and disaster response on its web site, and at least once during each fiscal year, provide information emergency and disaster response information in a City mailing.

SECTION 6: ANTIOCH MUNICIPAL CODE AMENDMENTS.

The Municipal Code is hereby amended as follows. Text to be inserted into the Municipal Code is indicated in **bold underlined** type. Text to be deleted from the Municipal Code is indicated in ~~strikethrough~~ type. Text in standard, **bold**, or *italic* type that currently appears in that fashion in the Municipal Code on the Filing Date remains unchanged by this Initiative and is shown for reference purposes only.

A. AMENDMENTS TO SUBDIVISION REGULATIONS.

1. Article 3 of the Subdivision Regulations, entitled "Tentative Maps," contains a section 9-4.312, entitled "Commission Action." That section is amended as follows:

§ 9-4.312 COMMISSION ACTION.

The Commission shall consider the tentative map at a duly noticed public hearing within 50 days, unless such time is extended by the mutual consent of the subdivider and the Commission, and the Commission shall make a written report with recommendations to the Council concerning the approval, conditional approval, or disapproval of the map, or any other conditions precedent thereto, and such improvements as may be required. Any application for exceptions, as provided for in § 9-4.311 of this article, shall accompany the tentative map, and the recommendations of the Commission on the tentative map shall include the recommendations on any exception requested. Following the adoption of the recommendations on the tentative map, the map and recommendations shall be transmitted to the Council for action. The applicant, property owners and occupants, and stakeholders who reside in

or own property within 300 feet of the subject site within the Limited Development Area shall be eligible to appeal the Action of the Commission to the City Council.

2. Article 17 of the Subdivision Regulations, entitled "Environmental Impact and General Plan Compliance," contains a section 9-4.1701, entitled "Environmental Impact Reports." That section is amended as follows:

§ 9-4.1701 ENVIRONMENTAL IMPACT REPORTS, CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE.

No parcel or tentative map filed shall be approved ~~until an environmental impact report is prepared, processed, and considered in accordance with the provisions of~~ without environmental compliance pursuant to the California Environmental Quality Act of 1970 (Cal. Pub. Res. Code §§ 21000 et seq. and 14 Cal. Code Regs. § 15000 et seq.) (collectively, "CEQA"). The subdivider shall provide such additional data and information and deposit and pay such fees as may be required for the preparation and processing of appropriate environmental review documents if any, for purposes of CEQA compliance.

3. Article 17 of the Subdivision Regulations, entitled "Environmental Impact and General Plan Compliance," contains a section 9-4.1801, entitled "General Plan Conformance; Time for or Waiver of Reports." That section is amended as follows:

§ 9-4.1801 GENERAL PLAN CONFORMANCE; TIME FOR OR WAIVERS OF REPORTS.

- (A) The environmental impact report negative declaration, addendum, or other appropriate environmental review document, if any, required for purposes of CEQA compliance, shall contain a statement as to the proposed division of territory conforming to the General Plan, which is required pursuant to Cal. Gov't Code § 65402 as the result of a proposed division of land, which may be included as part of and at the same time as the action taken by the Advisory Agency on such division of land.
- (B) Such report or other appropriate CEQA compliance document or determination shall not be required for a proposed subdivision which involves:
- (1) The disposition of the remainder of a larger parcel which was acquired and used in part for street purposes;
 - (2) Acquisitions, dispositions, or abandonments for street widening; or
 - (3) Alignment projects provided the Advisory Agency expressly finds that any such disposition for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature.

B. AMENDMENTS TO ZONING CODE.

1. Article 3 of the Zoning Code, entitled "Establishment of Districts," contains a section 9-3.301, entitled "Districts Established and Defined." That section is amended as follows:

§ 9-3.301 DISTRICTS ESTABLISHED AND DEFINED.

(A) RE Rural Estate Residential District.

- (1) This district is consistent with the General Plan Designation of Estate Residential, allowing up to one dwelling units per gross developable acre according to divisions (a) through (c), as well as within any Focused Planning Area designated by the General Plan that permits residential development allowing up to one dwelling unit per gross developable acre.
 - (a) A gross developable acre equals 43,560 square feet, exclusive of public and private rights-of-way existing at the time a development application for the subject property is deemed complete.
 - (b) New public or private rights-of-way to be created as part of the proposed development are counted as part of the gross developable acreage of the site.
 - (c) Where a park or school site is to be dedicated as part of a proposed application, the land subject to such dedication may be counted as part of the gross developable acreage of the site, and subsequently yield development density to the proposed project, only if there is no further compensation for the site.
- (2) This district establishes areas for single-family homes on lots that average one-half acre or larger on land that is relatively uneven and constrained by geologic formations, a lack of urban services and unique environmental constraints. Where natural features dictate, clustering of units is appropriate.

- (B) **RR Rural Residential District.** This district is consistent with the General Plan Designation of Estate Residential allowing up to one dwelling units per gross developable acre, as well as with any Focused Planning Area designated by the General Plan that permits residential development, allowing up to one unit per gross developable acre, allowing large custom-built homes on large lots. Typical lot sizes should conform to a minimum of one unit per half acre lot. Lot size and dimensions will depend on topography and surrounding land uses. The district provides areas in close proximity to urban services which may incorporate many characteristics of residential development on the urban fringe including deep front yards, maintenance of existing grade and vegetation.

- (C) *R-4, R-6 Single-Family Residential Districts.* These districts are the standard single-family zones allowing a maximum of four (R-4 District) or six (R-6 District) dwelling units per gross acre respectively. The districts are consistent with the Low Density Residential General Plan Designation, of two to four dwelling units per gross developable acre, and with the Medium-Low Density Residential General Plan Designation of four to six dwelling units per gross developable acre. The R-4 district is also consistent with any Focused Planning Area designated by the General Plan permitting single family residential development up to four dwelling units per gross developable acre. The R-6 district is also consistent with any Focused Planning Area designated by the General Plan permitting single family residential development up to six dwelling units per gross developable acre.
- (D) *R-10 Medium Density Residential District.* This district allows residential densities for attached single-family and multiple-family units. This district is consistent with the Medium Density Residential General Plan Designation which allows six to 10 dwelling units per gross developable acre. Typical development would include attached and/or cluster-type, ownership, oriented units including some with private yards and common recreation areas.
- (E) *R-20 Medium Density Residential District.* These districts allow multiple-family densities of 11 to 20 dwelling units per gross developable acre respectively. The districts are consistent with the High Density Residential General Plan Designation of up to 20 dwelling units per gross developable acre and with any Focused Planning Area designated by the General Plan. Higher densities may be allowed where measurable community benefit is to be derived such as the provision of senior housing or low to moderate income housing units as specified within this chapter and pursuant to applicable requirements of state law.
- (F) *R-25 High Density Residential District.* This district allows multiple-family development at a minimum density of 20 and a maximum density of 25 dwelling units per gross acre. This district is consistent with the High Density Residential General Plan Designation of up to 35 dwelling units per gross developable acre and with any Focused Planning Area designated by the General Plan. Higher densities may be allowed where measurable community benefit is to be derived, such as the provision of senior housing or low to moderate income housing units as specified in this chapter and pursuant to applicable requirements of state law. Typical development would include multiple-family dwellings on sites that create an attractive and high-quality living environment and include amenities such as usable open space.
- (G) *R-35 High Density Residential District.* This district allows multiple-family development at a minimum of 30 and maximum of 35 dwelling units per gross acre. This district is consistent with the High Density Residential General Plan Designation of up to 35 dwelling units per gross developable acre and with any Focused Planning Area designated by the General Plan. Higher densities may be allowed where measurable community benefit is to be derived, such as the provision of senior housing or low to moderate income housing units as specified in this chapter and pursuant to applicable requirements of state law. Typical development would include multiple-family dwellings on sites that create an attractive and high-quality living environment and include amenities such as usable open space.
- (H) *C-0 Professional Office District.* This district allows development of business office centers and institutional or professional buildings. This district is consistent with the Office, Neighborhood/Community Commercial, Regional Commercial, and Transit-Oriented Development General Plan Designations, as well as with Focused Planning Areas permitting professional office uses.
- (I) *C-1 Convenience Commercial District.* This district usually occupies one to four acres of area and contains a mix of retail uses that provide goods and services to the immediate residential neighborhood area. These uses typically have a service area of a one mile radius or less.
- (J) *C-2 Neighborhood/Community Commercial District.* This district allows limited commercial offices, retail stores and service establishments which are compatible with, and dependent upon residential developments. The neighborhood district may typically occupy four to 10 acres of area and be located at appropriate arterial and/or collector street intersections. The primary purpose of the Neighborhood Commercial District is to provide for the sale of convenience goods, food, drugs, sundries and personal necessities. It meets the daily needs of the neighborhood area of a one to three mile radius. Usually one supermarket is the primary anchor. The Community Commercial District provides for both neighborhood uses and adds a junior department store, large variety store, or discount store as an anchor. This district may occupy 10 acres or more and serves residents within three to five miles. This district is consistent with the Neighborhood/Community Commercial and Transit-Oriented Development General Plan Designations, as well as with Focused Planning Areas permitting commercial land use types.
- (K) *C-3 Regional Commercial District.* This district provides for retail and service commercial uses of a regional nature, including those in and adjacent to large centers with one or more full-time department stores with a typical minimum of 75,000 square feet of floor area. Regional commercial uses typically serve a population residing within an eight to 20-mile radius and occupy 30 to 50 acres or more. This district also provides for highway or travel-oriented functions along freeways, major thoroughfares, and major roadways. This district is consistent with the Regional Commercial, and Transit-Oriented Development General Plan Designations, as well as with Somersville Road Corridor Focused Planning Area and other Focused Planning Areas permitting the types of commercial uses intended for this district.
- (L) *M-1 Light Industrial District.* This district allows light industrial uses and excludes those heavy industrial uses with potentially hazardous or negative effects. This district is consistent with the Business Park, Light Industrial, and Rail-Served Industrial General Plan Designations, as well as with the Eastern Waterfront, SR-4/SR-180 Business Park, and East Lone Tree Focused Planning Areas. Uses include the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials typically within an enclosed building.

- (M) *M-2 Heavy Industrial District.* This district allows heavy industrial uses which may generate adverse impacts on health or safety. This zone applies primarily to existing heavy industrial uses. The district is consistent with the General and Rail-Served Industrial General Plan Designations. Uses include production of and extraction of metals or chemical products from raw materials, steel works and finishing mills, chemical or fertilizer plants, petroleum and gas refiners, paper mills, lumber mills, asphalt, concrete and hot mix batch plants, power generation plants, glassworks, textile mills, concrete products manufacturing and similar uses.
- (N) *PBC Planned Business Center.* This district provides sites in landscaped settings for office centers, research and development facilities, limited industrial activities (including production and assembly, but no raw materials processing or bulk handling), limited warehouse type retail and commercial activities, and small-scale warehousing distribution. Individual business centers would have a common architectural and landscape treatment, while architectural variation is encouraged between centers. The district is consistent with the Business Park and Light Industrial General Plan Designations, as well as with the Somersville Road Corridor, Eastern Waterfront, SR-4/SR-160 Business Park, and East Lone Tree Focused Planning Areas.
- (O) *T Manufactured Housing Combining District.* This combining zone provides a district designation which shall be applied to land uses such as manufactured housing or trailer park uses, establish rules and regulations by which the city may regulate standards of lot, yard, and park area, landscaping, walls or enclosures, signs, access, and vehicle parking in relation to mobile home or trailer parks pursuant to the powers granted to the city under the California Health and Safety Code, and name the Commission as its agent for executing the provisions of this section. The provisions of this section shall apply to travel trailer parks, recreational trailer parks, and temporary trailer parks or tent camps, unless specifically exempted by Cal. Health and Safety Code Part 2 of Division 13 or by the provisions of this chapter. This combining zone is consistent with all principal zones to which it is attached.
- (P) *P-D Planned Development District.* This district accommodates various types of development, such as neighborhood and district shopping centers, professional and administrative offices, multiple housing developments, single-family residential developments, commercial service centers, and industrial parks, or any other use or combination of uses which are appropriately a part of a planned development. This district is intended to enable and encourage flexibility in the design and development of land so as to promote its most appropriate use; to allow diversification in the relationship of various uses, structures, and space; to facilitate the adequate and economical provision of streets and utilities; to preserve the natural and scenic qualities of open space; to offer recreational opportunities convenient to residents to enhance the appearance of neighborhoods through the preservation of natural green spaces; and to counteract the effects of urban congestion and monotony. The minimum area required for the establishment of a residential Planned Development shall be three contiguous acres of land and the minimum area for an exclusively non-residential Planned Development shall be one contiguous acre of land.
- (Q) *HPD Hillside Planned Development District.* This district is similar to the Planned Development District. The purpose of this zone is to assure the preservation of the predominant hillsides, ridges, ridgelines, and other natural features and land forms by promoting a more harmonious visual and functional relationship between the existing natural environment and the needs of a growing community.
- (R) *OS Open Space/Public Use District.* This district allows undeveloped public open space and areas for public use where shown on the General Plan and in Specific Plans. This zone also can apply to public utility easements for electrical lines, gas lines and canals to prevent encroachment by urban development. This district is consistent with the Public/Institutional and Open Space General Plan Designations, as well as within Focused Planning Areas.
- (S) *MCR Mixed Commercial/Residential District.* This district allows retail, office, and residential uses to exist in a compatible manner through the use of special design standards. The intent is to allow uses that do not contribute to the furthering of a commercial strip pattern. This district is compatible with the Transit-Oriented Development, General Plan Designation, as well as with Focused Planning Areas that permit mixed use development.
- (T) *RT Rivertown District.* This district applies Planned Development Standards specifically to the downtown area identified in the General Plan as the Rivertown Focused Planning Area. This district allows uses which are supportive of a village setting. Mixes of commercial, retail, employment-generating and residential uses are encouraged. The following four districts are subareas of the Rivertown District.
- (1) *RTC Rivertown Retail District.* This district creates a vital core area of retail businesses, restaurants, personal and professional services, and offices. While retail and restaurant uses are strongly encouraged for the core area, compatible service oriented and office uses are permitted. The intent is to create an area of pedestrian oriented uses and activities that are mutually supportive.
- (2) *RTR Rivertown Residential Districts.*
- (a) *RTR-10 Rivertown Low Medium Density Residential.* This district recognizes and enhances the existing lot patterns and parcel sizes and encourages the preservation and rehabilitation of established lower density, predominantly single-family residential areas. This district also recognizes the potential for medium density residential development to provide new ownership opportunities, better land utilization, and a more urban character close to the downtown area. New development shall occur at densities of from six to ten dwelling units per gross developable acre. Typical development would include both detached and attached and/or clustered, ownership oriented units with private yards and common recreation areas.
- (b) *RTR-20 Rivertown High Density Residential.* This district encourages the assembly of under-utilized parcels and the redevelopment of properties for higher density residential use close to the downtown/waterfront. Development shall occur at densities of from 11 to 20

dwelling units per gross developable acre. These higher density areas should provide significant on-site amenities or integrate public areas into the development so as to create a feeling of continuity within the Rivertown area.

- (U) *WF Urban Waterfront District.* This district applies specifically to the Rivertown/Urban Waterfront and Eastern Employment Area Focused Planning Areas shown on the General Plan. Uses could include a mix of commercial and industrial uses generally restricted to those which are thematically compatible with a waterfront setting. Water related uses include marinas, and boat sales, and maintenance in conjunction with a marina and compatible public uses. This district is consistent with the Urban Waterfront General Plan Designation. Retail uses could include restaurants commercial, recreation, and other water oriented uses. Public open space, walkways and other elements are also allowed to provide access to the river.
- (V) *H Hospital/Medical Center Overlay District.* This overlay district is intended to protect the Delta Memorial Medical Center area of influence from potentially incompatible land uses to and allow for the expansion of medical services. Compatible uses include medical offices, medical supply and retail sales, laboratories and medical related housing (short and long term care). This overlay zone is consistent with the Delta Memorial Medical Center General Plan Overlay Designation.
- (W) *MUMF Mixed Use Medical Facility District.* This district accommodates medical office buildings, hospitals/acute care facilities, ancillary medical and other complementary uses including professional office, retail (as support to the medical facilities, such as restaurants, convenience shops, and the like) residential (including congregate or convalescent care), parking structures and helicopter pads. Non-medical uses are not permitted unless they are compatible with medical uses, but are otherwise not required with medical uses. The minimum area required for the establishment of a Mixed Use Medical Facility District shall be one contiguous acre of land.
- (X) *SH Senior Housing Overlay District.*
 - (1) This overlay district provides additional densities beyond the minimum required by state law for senior housing projects that include increased percentages for elderly and/or affordable units. See the project calculation example incorporated herein by reference.
 - (2) The Senior Housing Overlay District may be combined with any residential zoning district. The senior housing density bonus applies to housing developments consisting of five or more dwelling units.
- (Y) *S Study District.* This district is intended as an interim designation which is utilized until all necessary detailed land use studies are completed for a given area. This district is most appropriately applied to properties at the time that they are rezoned prior to annexation by the city.
- (Z) *SP Specific Plan District.* This district is intended to provide a base designation to further implement the goals, objectives, and policies of the General Plan with respect to specific areas and uses which, because of their unique character, require a more comprehensive and intense evaluation and planning effort. This district will apply to individual parcel(s) only after the adoption of a specific plan by the City Council, pursuant to Government Code § 65450 et seq. Within the SP zoning district, permitted uses and development standards shall be as specified in the adopted Specific Plan.
- (AA) *TOD Transit-Oriented Development District.* This district is intended to provide for a mix of high-density uses that are oriented toward rail or bus transit stations within and adjacent to the city. This district thus accommodates development of an integrated mix of residential, commercial, and employment-generating uses as appropriate in both horizontal mixed-use (different types of uses located in adjacent buildings) and vertical mixed-use (different types of uses within the same building) patterns.
- (BB) *RRMP Roddy Ranch Master Plan District.* This zoning designation applies to the Roddy Ranch Focus Area, as described and defined in the General Plan. This district accommodates various types of development, consistent with the General Plan, including residential, neighborhood and district shopping centers, visitor serving commercial uses as well as significant open space and recreational uses. This district is intended to enable and encourage flexibility in the design and development of the land, pursuant to a discretionary non-legislative final development plan prepared according to the regulatory zoning requirements described in this article, so as to promote its most appropriate use in the context of Roddy Ranch's unique natural qualities and existing recreational uses.
- (CC) *P Exclusive Parking District.* This district designates parcels that are to be used exclusively for parking purposes in the Rivertown area.
- (DD) *ES Emergency Shelter Overlay District.* This overlay district provides sites suitable for the development of emergency shelters. It allows emergency shelters by right when they are developed in accordance with a set of standards and requirements. The allowance for emergency shelters supersedes any land use regulation for shelters of the base zone; otherwise, all regulations of the base zone apply.
- (EE) *West Sand Creek Planned Development District (WSC District or West Sand Creek District).* The West Sand Creek District is consistent with the Limited Development Area overlay land use designation within the Sand Creek Focus Area west of Deer Valley Road, as established by the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative. This district is consistent with the "Estate Residential," "Low Density Residential," "Medium Low Density Residential," "Medium Density Residential," "Convenience Commercial," "Mixed Use," "Public/Quasi Public," and "Open Space" General Plan base land use designations. Consistent with the Initiative, this district allows a range of single-family housing types, including executive estate housing, age-restricted housing for seniors, suburban single-family detached housing for families or for seniors, as well as commercial uses, public and quasi-public uses, and substantial open space.

2. Article 28 of the Zoning Code, entitled "Amendments," contains a section 9-5.2801, entitled "Authorized." That section is amended as follows:

§ 9-5.2801 AUTHORIZED.

This chapter may be amended by changing the zoning map or land use regulations. Notwithstanding any provision of the Municipal Code to the contrary, however, this Article shall not apply to any of the land within the Initiative Area of the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative.

3. Article 27 of the Zoning Code, entitled "Design Review, Use Permits, Administrative Use Permits and Variances," contains a section 9-5.2706, entitled "Appeals; Design Review Board." That section is amended as follows:

§ 9-5.2706 APPEALS; DESIGN REVIEW BOARD.

In the event the applicant or other person is not satisfied with the architectural design criteria established by the Design Review Board, they may, within five days after such decision, appeal in writing to the Council in the same manner as an appeal for a use permit or variance, except that the appeal to the Council shall not be a public hearing. Notwithstanding the foregoing and any other provision of the Municipal Code to the contrary, the applicant, property owners and occupants, and stakeholders who reside in or own property within 300 feet of the subject site within the Limited Development Area established by the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative shall be eligible to appeal pursuant to this section.

C. ESTABLISHMENT OF WEST SAND CREEK PLANNED DEVELOPMENT DISTRICT.

Attached as Exhibit L is a new Article 42 (including sections 9-5.4201 through 9-5.4205) to be known as the "West Sand Creek Planned Development District" ("WSC District" or "West Sand Creek District") and inserted into the Antioch Municipal Code immediately following existing Article 41 of the Municipal Code.

SECTION 7: DEVELOPMENT AGREEMENT.

Attached as Exhibit G is a Development Agreement between the City of Antioch and the holders of legal or equitable interests in the real property shown in DA Exhibit 1 and described in DA Exhibit 2 to the Development Agreement. To implement the provisions of this Initiative, and pursuant to the authority of Government Code sections 65864 et seq., including section 65867.5 specifying that a development agreement is a legislative act that shall be approved by ordinance, the Development Agreement is hereby adopted as an ordinance of the City of Antioch and approved. Not later than ten (10) days following the Effective Date of this Initiative, the City shall complete the intentionally omitted information in the introductory paragraph of the Development Agreement and shall have the Development Agreement recorded with the County Clerk-Recorder.

SECTION 8: MITIGATION MEASURES.

To the maximum extent allowed by law, the citizens intend that the development of The Ranch within the Limited Development Area established pursuant to the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative shall comply with the California Environmental Quality Act, Cal. Code Pub. Res. section 21000 et seq. and 14 Cal. Code Pub. Res. section 15000 et seq. (collectively, "CEQA") and any mitigation measures that may be adopted pursuant to CEQA to ensure full mitigation of any significant environmental impacts of the Project.

SECTION 9: EXEMPTIONS.

- A. This Initiative shall not apply to any of the following:
1. Any law that, under federal or state law, is beyond the power of the local voters to enact by the power of initiative reserved to the people of California under the state constitution; and
 2. Any property that, as of the Effective Date, has a vested right under state or local law.
- B. In addition to the foregoing, this Initiative shall not apply to the extent, but only to the extent, that it would violate the constitution or laws of the United States or the State of California, as set forth below:
1. If a property owner contends that any provision of this Initiative effects an unconstitutional taking of that owner's property, the City shall grant an exception to the application of that provision if the City finds, based on substantial evidence, that (a) application of the subject provision would constitute an unconstitutional taking of that owner's property, and (b) that any exception granted will allow additional development only to the minimum extent necessary to avoid such a taking.
 2. This takings subsection is intended to prevent this Initiative from unconstitutionally interfering with property rights and to avoid the potential fiscal impacts to the City of claims for just compensation based on allegations of such interference. This subsection is therefore intended to avoid a taking of property, not to provide a remedy for such a taking.

SECTION 10: PRE-ELECTION CHALLENGE.

We, the undersigned, registered, and qualified voters of the City of Antioch, County of Contra Costa, and signatories to the Notice of Intent to Circulate Petition, propose this Initiative to amend the City of Antioch General Plan and Municipal Code with respect to the land within the Initiative Area and to adopt a Development Agreement for a portion of the Limited Development Area commonly known as "The Ranch Property." The Limited Development Area within the flatter lands that comprise The Ranch Property would be developed with a comprehensive master-planned community that thoughtfully balances future development with respect for the site's important natural features, and that includes numerous extraordinary public benefits. We petition that this Initiative be submitted to

the City Council for adoption, without change, or for submission to the voters of Antioch. If a pre-election challenge is filed regarding this Initiative, we request that the severance clause set forth in section 15 of the Initiative be applied to this entire petition, and we declare that we would have signed this petition, and each word of it, irrespective of the fact that any other word, condition, or application to any situation be held invalid.

SECTION 11: CONFLICT WITH OTHER MEASURES.

- A. In approving this Initiative, it is the citizens' intent to create a complete regulatory scheme to govern the future use and development of the Initiative Area. To ensure this intent is not frustrated, this Initiative is presented to the citizens as an alternative to, and with the express intent that it will compete with, any and all citizen initiatives or measures adopted by the City Council at the same public hearing or placed on the same ballot as this Initiative and that would, if approved, limit the use or development or otherwise regulate in any way any part of the Initiative Area in any manner whatsoever (each, a "Conflicting Initiative").
- B. In the event this Initiative and one or more Conflicting Initiatives are adopted by the City Council at the same public hearing or by the voters at the same election, then it is the citizens' intent that the measure that receives the greatest vote of the City Council or the greatest number of affirmative votes by Antioch voters shall control in its entirety and any such other measure or measures shall be rendered void in its entirety and without any legal effect. It is also the citizens' intent that, if the City Council adopts this Initiative and one or more Conflicting Initiatives at the same public meeting or hearing and each measure receives the same vote, the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative shall control and take effect on all of the lands that comprise the Initiative Area to the maximum extent legally possible.
- C. In no event shall this Initiative be interpreted in a manner that would allow its operation in conjunction with the non-conflicting provisions of any Conflicting Initiative. If this Initiative is approved by the City Council at the same public hearing or the voters at the same election, and such Conflicting Initiative is later held invalid for any reason, this Initiative shall be self-executing and given full force of law.

SECTION 12: IMPLEMENTATION.

- A. Upon the Effective Date, the City is directed to promptly take all appropriate administrative and clerical actions needed to implement this Initiative. Subject to the exceptions set forth in Section 4 and Section 12(B), below, this Initiative is considered adopted and effective upon the earliest date legally possible after the City Council adopts this Initiative or the Elections Official certifies the vote on the Initiative by the voters of the City of Antioch.
- B. Upon the Effective Date, the provisions of Section 5 are hereby inserted into the General Plan; except that if the four amendments of the General Plan allowed by state law for any calendar year have already been utilized in the year in which this Initiative becomes effective, the General Plan Amendments set forth here shall be the first amendments inserted into the General Plan on January 1 of the next year. At such time as the General Plan Amendments are inserted in the General Plan, any provisions of City law inconsistent with those General Plan Amendments shall be void and unenforceable to the extent of such inconsistency. Notwithstanding anything contained in this Initiative to the contrary and subject to the requirements of Measure K, the provisions set forth in Sections 5(C)(5), 5(C)(11), 5(C)(13), 5(D)(4), 5(D)(8), 5(D)(15), and 5(L)(1) of this Initiative are amended, effective January 1, 2021, upon the expiration of Measure K.
- C. Upon the Effective Date, the provisions of section 6 of this Initiative are hereby inserted into the Municipal Code, and any provision of the Municipal Code that is inconsistent with the General Plan Amendments adopted by this Initiative shall not be enforced. However, in no event shall the Municipal Code amendments set forth in this Initiative become effective prior to the effectiveness of the General Plan Amendments, as may be applicable. Notwithstanding the foregoing, the Municipal Code amendments set forth in this Initiative are not dependent on the General Plan Amendments that take effect January 1, 2021, upon the expiration of Measure K.
- D. The General Plan in effect on the date of filing of the Notice of Intent to Circulate Petition ("Filing Date"), and the General Plan as amended by this Initiative, comprise an integrated, internally consistent, and compatible statement of land use goals and policies for the City. To ensure that the City's General Plan remains an integrated, internally consistent, and compatible statement of goals and policies for the City, any provision of the General Plan that is adopted between the Filing Date and the Effective Date of the General Plan amendments adopted by this Initiative, or that is invalidated by a court of competent jurisdiction at any time following the Filing Date, shall, to the extent that such interim-enacted or judicially-invalidated provision is inconsistent with the General Plan Amendments adopted by this Initiative, be amended as soon as possible, and in the manner and time required by state law, to ensure consistency between the provisions adopted by the Initiative and other elements of the General Plan.
- E. Upon the Effective Date, the Mayor is authorized and directed to sign the Development Agreement on behalf of the City and the City is directed to promptly take all appropriate and required actions pursuant to the Development Agreement.
- F. Upon the Effective Date, City staff are directed to take promptly such administrative and clerical steps as may be required to implement this Initiative. City staff are further directed to reorganize, reorder, and renumber the General Plan and Municipal Code if and as necessary to further the purposes of this Initiative.
- G. The City Council shall take all steps necessary to defend vigorously any challenge to the validity or constitutionality of this Initiative in any pre-election or post-election legal proceeding.
- H. Upon the Effective Date, the City may not take any action, including approving tentative subdivision maps, that is inconsistent with this Initiative. Furthermore, the City is directed to expeditiously and diligently process, in accordance with applicable federal, state, and local law, all subsequent actions to implement the purposes of this Initiative, including but not limited to subdivision maps and issuance of grading and building permits.
- I. To the extent allowed by law, the voters of Antioch hereby authorize and direct City staff and officials to amend any elements or provisions of the General Plan and Municipal Code, including all exhibits and figures and implementation programs or policies, as soon as possible, to implement this Initiative and to ensure consistency and correlation between this Initiative and other elements of the General Plan and Municipal Code. The preceding sentence shall be interpreted broadly pursuant to *Pala Band of Mission Indians v. Board of Supervisors*, 54 Cal.App.4th 565 (1997), to promote the requirements that a general plan constitute an integrated and consistent document.

- J. Upon the Effective Date, any provision of the Municipal Code that is inconsistent with the General Plan Amendments enacted by this Initiative shall be deemed null and void and shall not be enforced.

SECTION 13: AMENDMENT.

- A. With the specific exceptions set forth in this Section 13, this Initiative may only be amended or repealed, pursuant to California Elections Code section 9217, by majority of the voters in the City voting in an election held in accordance with state law:
1. The Development Agreement may be amended as provided in Government Code section 65868.
 2. The matters adopted in Sections 5 and 6 of this Initiative may be renumbered, without a vote of the people, so long as doing so effects no substantive change to the contents of this Initiative. Clerical changes to reproduce or relocate any text or diagram of this Initiative may be made, without a vote of the people, so long as doing so effects no substantive change. Text and the portions of diagrams that are included in this Initiative for reference or context purposes only may be amended, supplemented, or repealed according to the same procedures that would apply if this Initiative had not been enacted, without a vote of the people, provided that doing so does not result in any provisions inconsistent with the remainder of this Initiative. Corrections may be made to fix any typographical or clerical errors in this Initiative, without a vote of the people, provided that doing so effects no substantive change.
 3. Provisions of the General Plan amended by this Initiative, and of the West Sand Creek Planned Development District adopted by this Initiative, may be amended without a public vote only under one of the following specific circumstances:
 - (a) The City Council makes a finding, supported by substantial evidence, that failure to amend would constitute an unconstitutional taking of a landowner's property;
 - (b) The City Council makes a finding, supported by substantial evidence, that failure to amend would conflict with the Department of Housing and Community Development's certification of the City's Housing Element or other state housing laws; or
 - (c) Upon application by any person having a legal or equitable interest in real property located within the Limited Development Area established by the Initiative, for the development of property within the Limited Development Area, or representative of any person authorized to apply for such amendment, with the approval of the City Council, if the proposed amendment (1) is consistent with the purposes and intent of the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative and (2) would not cause the anticipated maximum General Plan build out in the City to exceed the maximum number of dwelling units in the Sand Creek Focus Area as set forth in Table 4.B. Notwithstanding the foregoing, the City shall not disapprove an amendment to the General Plan and/or the West Sand Creek Planned Development District unless it makes written findings, based on a preponderance of evidence in the record, that the proposed amendment would have a specific, adverse impact on the public health or safety, and there is no method to satisfactorily mitigate or avoid the specific adverse impact without denying the amendment.

SECTION 14: INTERPRETATION.

- A. This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or a portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters of Antioch declare that this Initiative, each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.
- B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the people of Antioch indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion; and (ii) the City implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with the intent of this Initiative.
- C. This Initiative must be broadly construed and implemented in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted and implemented by the City and others in a manner that facilitates the purposes set forth in this Initiative. To ensure that the voters' intent prevails, words in this Initiative shall be interpreted according to the intent expressed in this Initiative, and shall be applied according to their plain meaning. In the event the plain meaning is not clear, we the people of Antioch declare our intent that this Initiative be interpreted in light of the ballot materials and campaign materials offered in favor of this Initiative. We also declare that we adopt our findings based upon our general knowledge of Antioch geography, planning, development, community needs and desires, and upon those campaign materials that are offered to the public in favor of this Initiative.
- D. Any titles of the sections or subsections of this Initiative are inserted for convenience of reference only and shall be disregarded in interpreting, applying or implementing any part of the provisions of this Initiative.

SECTION 15: SEVERABILITY.

If any word or words of this Initiative, or its application to any situation, are held invalid or unenforceable, in a final judgment that is no longer subject to rehearing, review, or appeal by a court of competent jurisdiction, then the word or words are severed, and the remaining parts of this Initiative, and the application of any part of this Initiative to other situations, shall continue in full force and effect to the maximum extent legally possible consistent with the purposes stated herein. We, the people of Antioch, declare that we would have adopted this Initiative, and each word of it, irrespective of the fact that any other word, condition, or application to any situation, be held invalid for any reason. It is our intent that any portion of this Initiative that can lawfully be implemented be implemented, even

If doing so would otherwise appear trivial or inconsequential, and even if the valid portion appears intertwined with the invalidated portion. It is also our intent that if severance is being considered, each enactment (General Plan, Municipal Code, and Development Agreement), each section, each paragraph, each phrase, and each word of this Initiative be interpreted to be complete in itself and functionally and grammatically separate from each other word.

SECTION 16: STATUTE OF LIMITATIONS.

Unless a shorter statute is enacted by the state legislature, all provisions of this Initiative shall be deemed subject to Government Code section 65009(c), and no action or proceeding challenging all or any part of this Initiative shall be maintained unless commenced and served within 90 days of the City Council's decision. We intend the date of the City Council's decision to be the date at which the City Council adopts the Initiative, or of the date the City Council declares the vote on this Initiative. If such date cannot lawfully be deemed the date of the City Council's decision, then we intend the date of the City Council's decision to be the earliest possible lawful date.

SECTION 17: INCORPORATION OF EXHIBITS.

The following exhibits are incorporated by reference and comprise part of this Initiative for all purposes.

Exhibit A: Initiative Area Property Map.

Exhibit B: Initiative Area Legal Description.

Exhibit C: Restricted Development Area Property Map.

Exhibit D: Restricted Development Area Legal Description.

Exhibit E: Limited Development Area Property Map.

Exhibit F: Limited Development Area Legal Description.

Exhibit G: Development Agreement.

Exhibit H: The Ranch Property Map.

Exhibit I: The Ranch Legal Description.

Exhibit J: Existing Figure 4.12 (Voter Approved Urban Limit Line).

Exhibit K: West Sand Creek Planned Development District.

Exhibit L: Amended General Plan Land Use Map.

Exhibit M: Existing General Plan Land Use Map.

Exhibit N: Table 4.A (Appropriate Land Use Types).

Exhibit O: Table 4.B (Anticipated Maximum General Plan Build Out in the City of Antioch).

Exhibit P: Table 4.D (Anticipated Maximum General Plan Build Out in the General Plan Study Area).

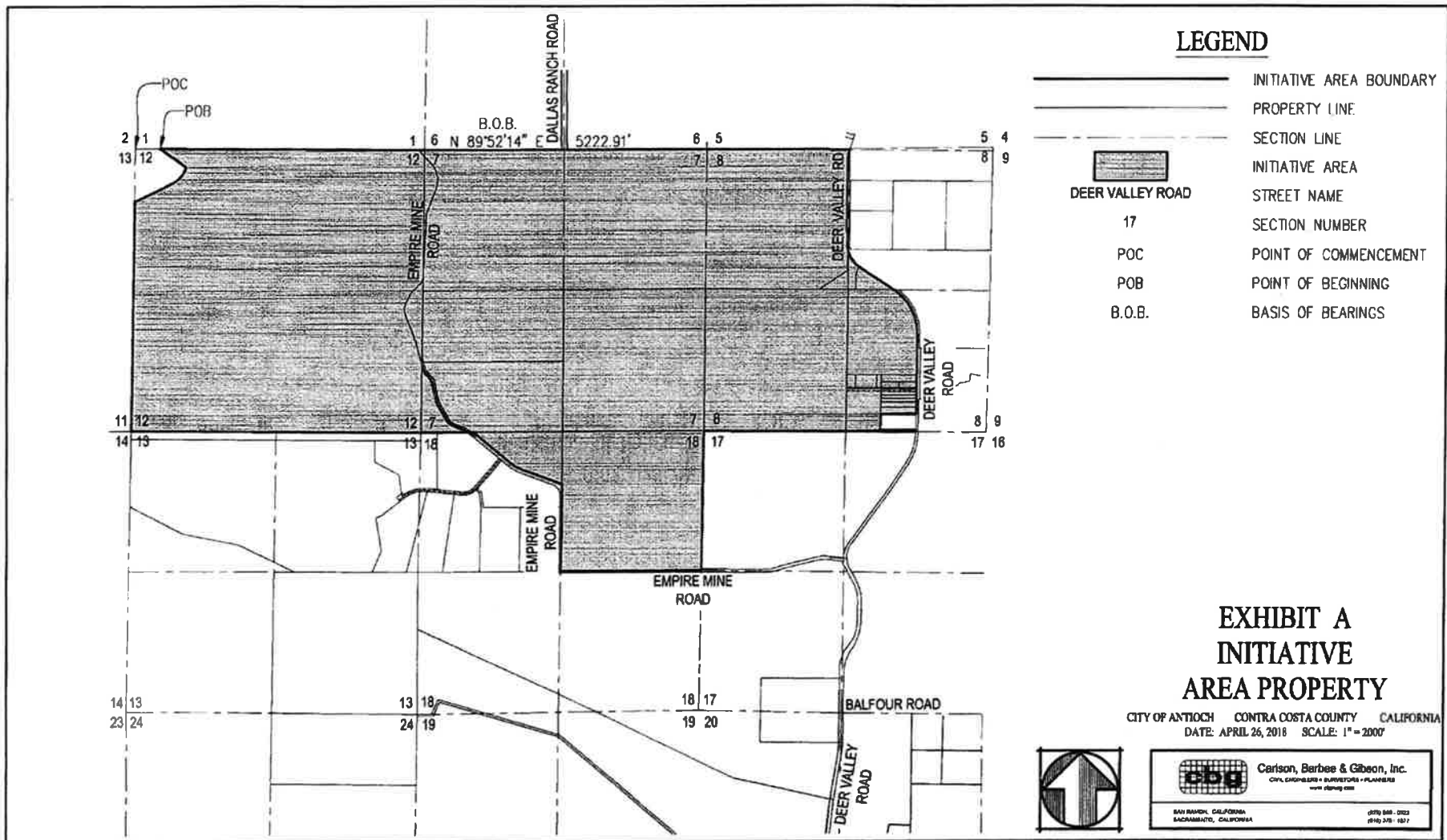
Exhibit Q: Amended Figure 4.8 (Sand Creek Focus Area).

Exhibit R: Existing Figure 4.8 (Sand Creek Focus Area).

Exhibit S: Amended Figure 7.1 (Circulation).

Exhibit T: Existing Figure 7.1 (Circulation).

Exhibit U: Existing Flood Hazard Map.



4/26/2018 1:28 PM

APRIL 26, 2018
JOB NO.: 1133-020

EXHIBIT 'B'
LEGAL DESCRIPTION
INITIATIVE AREA
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 SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, TOGETHER WITH ALL OF SECTION 7 AND PORTIONS OF SECTION 8 AND SECTION 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, AS SAID CORNER AND SECTION ARE SHOWN AND SO DESIGNATED ON PARCEL MAP MS 303-01, 'ZEKA RANCH', FILED FOR RECORD FEBRUARY 27, 2002, IN BOOK 183 OF PARCEL MAPS AT PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERLY LINE OF SAID SECTION 12, SOUTH 89°34'28" EAST 455.39 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 89°34'28" EAST 4,912.90 FEET, TO THE CORNER COMMON TO SECTIONS 1 AND 12, T1N, R1E AND SECTIONS 6 AND 7, T1N, R2E, MDB&M AND THE SOUTHWEST CORNER OF SUBDIVISION 7377, 'DALLAS RANCH 7', FILED FOR RECORD NOVEMBER 22, 1996, IN BOOK 390 OF MAPS AT PAGE 1, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE NORTHERLY LINE OF SAID SECTION 7, NORTH 89°52'14" EAST 5,222.91 FEET, TO THE CORNER COMMON TO SECTIONS 5, 6, 7, AND 8, T1N, R2E, MDB&M, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SUBDIVISIONS 8312, 'DIABLO WEST- UNIT 7', FILED FOR RECORD OCTOBER 14, 1999, IN BOOK 416 OF MAPS AT PAGE 23, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 8312 (416 M 23) THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 89°28'20" EAST 1,311.19 FEET,
- 2) NORTH 89°40'03" EAST 928.91 FEET,
- 3) SOUTH 65°02'27" EAST 33.72 FEET,

- 4) SOUTH 89°28'20" EAST 363.60 FEET, TO THE WESTERLY LINE OF DEER VALLEY ROAD;

THENCE, ALONG SAID WESTERLY LINE, THE FOLLOWING NINE (9) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 1,408.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 72°57'20" EAST, THROUGH A CENTRAL ANGLE OF 07°12'24", AN ARC DISTANCE OF 177.10 FEET,
- 2) SOUTH 00°35'57" WEST 1,335.56 FEET,
- 3) ALONG THE ARC OF A NON-TANGENT 1,458.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 80°38'00" EAST, THROUGH A CENTRAL ANGLE OF 03°08'39", AN ARC DISTANCE OF 80.01 FEET,
- 4) SOUTH 00°35'57" WEST 191.77 FEET,
- 5) ALONG THE ARC OF A NON-TANGENT 519.99 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 89°58'37" EAST, THROUGH A CENTRAL ANGLE OF 57°40'46", AN ARC DISTANCE OF 523.47 FEET,
- 6) SOUTH 56°07'16" EAST 752.74 FEET,
- 7) ALONG THE ARC OF A NON-TANGENT 975.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 33°50'04" WEST, THROUGH A CENTRAL ANGLE OF 56°48'13", AN ARC DISTANCE OF 966.62 FEET,
- 8) SOUTH 89°21'44" EAST 5.00 FEET,
- 9) SOUTH 00°38'16" WEST 1500.85 FEET, TO THE EXTERIOR BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO NUNN RECORDED SEPTEMBER 29, 2017, AS DOCUMENT NO. 2017-0179324, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID EXTERIOR BOUNDARY THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 89°35'54" WEST 659.94 FEET,
- 2) SOUTH 00°38'16" EAST 297.00 FEET,
- 3) SOUTH 89°35'54" EAST 659.99 FEET, TO SAID WESTERLY LINE OF DEER VALLEY ROAD;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°38'16" EAST 33.00 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 8 (T1N, R2E, MDB&M);

THENCE, LEAVING SAID WESTERLY LINE, ALONG SAID SOUTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 89°35'54" WEST 1,302.44 FEET,
- 2) NORTH 89°33'18" WEST 2,618.30 FEET, TO THE CORNER COMMON TO SECTIONS 7, 8, 17 AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASELINE AND MERIDIAN;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE EASTERLY LINE OF SAID SECTION 18, SOUTH 00°50'47" WEST 2,612.31 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 18 AND 17 (T1N, R2E, MDB&M);

THENCE, LEAVING SAID QUARTER CORNER, ALONG THE EAST-WEST CENTER SECTION LINE OF SECTION 18, SOUTH 89°43'49" WEST 2,614.12 FEET, TO THE CENTER QUARTER CORNER OF SECTION 18;

THENCE, LEAVING SAID CENTER QUARTER CORNER, ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SECTION 18, NORTH 00°45'09" EAST 1,619.49 FEET;

THENCE, LEAVING SAID NORTH-SOUTH CENTER SECTION LINE, ALONG THE NORTHERLY RIGHT OF WAY OF EMPIRE MINE ROAD, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 69°18'33" WEST 803.21 FEET,
- 2) ALONG THE ARC OF A TANGENT 620.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°32'55", AN ARC DISTANCE OF 211.54 FEET,
- 3) NORTH 49°45'38" WEST 851.52 FEET,
- 4) ALONG THE ARC OF A TANGENT 680.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°55'10", AN ARC DISTANCE OF 70.25 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 7 (T1N, R2E, MDB&M)

THENCE, SOUTH 89°42'24" WEST 966.59 FEET, TO THE CORNER COMMON TO SECTIONS 12 AND 13, TOWNSHIP 1 NORTH, RANGE 1 EAST, AND SECTIONS 7 AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MDB&M;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE SOUTHERLY LINE OF SAID SECTION 12, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID ZECA RANCH (183 PM 13), NORTH 89°33'47" WEST 5,376.31 FEET, TO THE CORNER COMMON TO SECTIONS 11, 12, 13 AND 14, TOWNSHIP 1 NORTH, RANGE 1 EAST, MOUNT DIABLO BASELINE AND MERIDIAN;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE WESTERLY LINE OF SAID SECTION 12 AND SAID ZECA RANCH (183 PM 13), NORTH 00°43'32" EAST

LEGAL DESCRIPTION
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4,287.98 FEET, TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 6, IN THE GRANT DEED TO EAST BAY REGIONAL PARK DISTRICT, RECORDED MARCH 16, 1973, IN BOOK 6890 OF OFFICIAL RECORDS AT PAGE 918, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID PARCEL (6890 OR 918), AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON SAID PARCEL MAP (183 PM 13), THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 64°04'40" EAST 470.50 FEET,
- 2) NORTH 62°07'16" EAST 340.60 FEET,
- 3) NORTH 56°34'57" EAST 92.76 FEET,
- 4) NORTH 45°36'25" EAST 71.10 FEET,
- 5) NORTH 36°40'00" EAST 76.07 FEET,
- 6) NORTH 26°34'38" EAST 54.04 FEET,
- 7) NORTH 24°25'18" EAST 79.38 FEET,
- 8) NORTH 53°05'23" WEST 226.60 FEET,
- 9) NORTH 54°45'32" WEST 134.81 FEET,
- 10) NORTH 53°28'56" WEST 243.17 FEET TO SAID POINT OF BEGINNING.

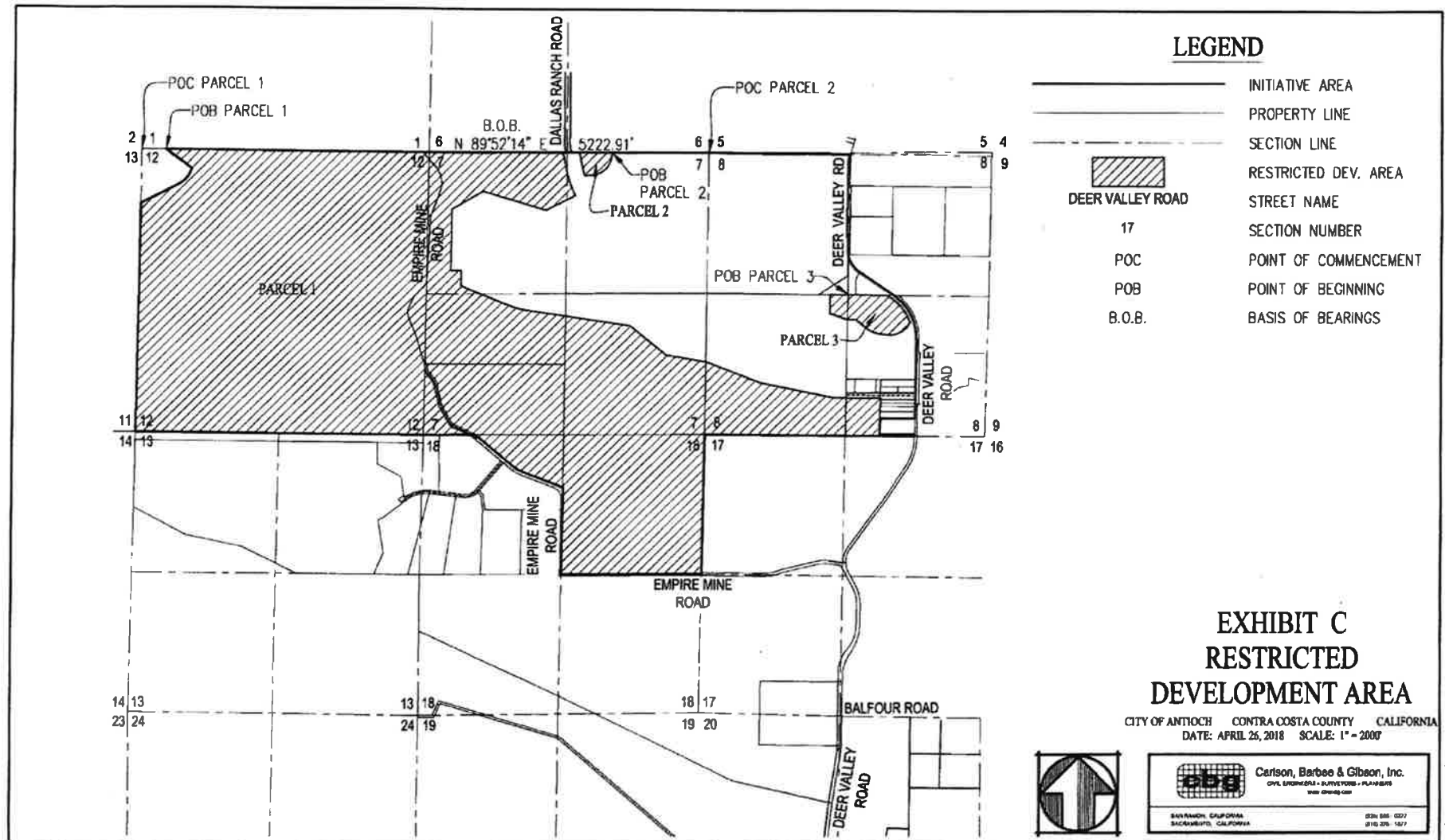
CONTAINING 1,848.19 ACRES OF LAND, MORE OR LESS.



END OF DESCRIPTION

[Signature]
J G CIA, P.L.S.
L.S. NO. 5285

04-26-2018



G:\1133\ACAD\1133-020\ACAD\EXHIBITS\INITIATIVE EXHIBIT\9C - 1133-20_RESTRICTED AREA.DWG

APRIL 26, 2018
JOB NO.: 1133-020

EXHIBIT 'D'
LEGAL DESCRIPTION
RESTRICTED DEVELOPMENT AREA
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 SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, TOGETHER WITH ALL OF SECTION 7 AND PORTIONS OF SECTION 8 AND SECTION 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, CONSISTING OF THREE (3) PARCELS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, AS SAID CORNER AND SECTION ARE SHOWN AND SO DESIGNATED ON PARCEL MAP MS 303-01, 'ZEKA RANCH', FILED FOR RECORD FEBRUARY 27, 2002, IN BOOK 183 OF PARCEL MAPS AT PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERLY LINE OF SAID SECTION 12, SOUTH 89°34'28" EAST 455.39 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 89°34'28" EAST 4,912.90 FEET, TO THE CORNER COMMON TO SECTIONS 1 AND 12, T1N, R1E AND SECTIONS 6 AND 7, T1N, R2E, MDB&M AND THE SOUTHWEST CORNER OF SUBDIVISION 7377, 'DALLAS RANCH 7', FILED FOR RECORD NOVEMBER 22, 1996, IN BOOK 390 OF MAPS AT PAGE 1, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE NORTHERLY LINE OF SAID SECTION 7, NORTH 89°52'14" EAST 2,499.30 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, ALONG THE ARC OF A NON-TANGENT 1,600.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 80°17'13" EAST, THROUGH A CENTRAL ANGLE OF 02°09'38", AN ARC DISTANCE OF 60.33 FEET;

THENCE, SOUTH 11°52'25" EAST 300.00 FEET;

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THENCE, ALONG THE ARC OF A TANGENT 1,666.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°28'09", AN ARC DISTANCE OF 478.88 FEET;

THENCE, SOUTH 63°23'31" WEST 617.60 FEET;

THENCE, NORTH 73°25'57" WEST 1217.14 FEET;

THENCE, SOUTH 60°01'12" WEST 668.76 FEET;

THENCE, SOUTH 00°38'09" WEST 1,148.91 FEET;

THENCE, SOUTH 89°21'51" EAST 190.98 FEET;

THENCE, SOUTH 00°38'09" WEST 284.64 FEET;

THENCE, SOUTH 66°10'27" EAST 183.59 FEET;

THENCE, SOUTH 68°21'23" EAST 778.33 FEET;

THENCE, ALONG THE ARC OF A TANGENT 1,756.73 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°44'39", AN ARC DISTANCE OF 390.74 FEET;

THENCE, SOUTH 81°39'41" EAST 1,908.17 FEET;

THENCE, SOUTH 51°01'25" EAST 877.98 FEET;

THENCE, SOUTH 80°27'52" EAST 746.69 FEET;

THENCE, SOUTH 69°04'06" EAST 1,100.07 FEET;

THENCE, SOUTH 78°46'42" EAST 1,408.31 FEET;

THENCE, SOUTH 89°38'59" EAST 850.00 FEET, TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS 'PARCEL THREE' IN THE GRANT DEED TO GRANDIN, RECORDED FEBRUARY 11, 2008, AS DOCUMENT NO. 2008-0028801, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID EASTERLY LINE AND THE EASTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED AS PARCEL TWO IN THE GRANT DEED TO LEUNG RECORDED MARCH 18, 1999, AS DOCUMENT NO. 1999-0074017, IN SAID OFFICE OF THE COUNTY RECORDER, SOUTH 00°38'59" WEST 712.69 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 8 (T1N, R2E, MDB&M);

THENCE, ALONG SAID SOUTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 89°35'54" WEST 642.44 FEET,

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- 2) NORTH 89°33'18" WEST 2,618.30 FEET, TO THE CORNER COMMON TO SECTIONS 7, 8, 17 AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASELINE AND MERIDIAN;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE EASTERLY LINE OF SAID SECTION 18, SOUTH 00°50'47" WEST 2,612.31 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 18 AND 17 (T1N, R2E, MDB&M);

THENCE, LEAVING SAID QUARTER CORNER, ALONG THE EAST-WEST CENTER SECTION LINE OF SECTION 18, SOUTH 89°43'49" WEST 2,614.12 FEET, TO THE CENTER QUARTER CORNER OF SECTION 18;

THENCE, LEAVING SAID CENTER QUARTER CORNER, ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SECTION 18, NORTH 00°45'09" EAST 1,619.49 FEET;

THENCE, LEAVING SAID NORTH-SOUTH CENTER SECTION LINE, ALONG THE NORTHERLY RIGHT OF WAY OF EMPIRE MINE ROAD, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 69°18'33" WEST 803.21 FEET,
- 2) ALONG THE ARC OF A TANGENT 620.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°32'55", AN ARC DISTANCE OF 211.54 FEET,
- 3) NORTH 49°45'38" WEST 851.52 FEET,
- 4) ALONG THE ARC OF A TANGENT 680.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°55'10", AN ARC DISTANCE OF 70.25 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 7 (T1N, R2E, MDB&M)

THENCE, SOUTH 89°42'24" WEST 966.59 FEET, TO THE CORNER COMMON TO SECTIONS 12 AND 13, TOWNSHIP 1 NORTH, RANGE 1 EAST, AND SECTIONS 7 AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MDB&M;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE SOUTHERLY LINE OF SAID SECTION 12, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID ZEKA RANCH (183 PM 13), NORTH 89°33'47" WEST 5,376.31 FEET, TO THE CORNER COMMON TO SECTIONS 11, 12, 13 AND 14, TOWNSHIP 1 NORTH, RANGE 1 EAST, MOUNT DIABLO BASELINE AND MERIDIAN;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE WESTERLY LINE OF SAID SECTION 12 AND SAID ZEKA RANCH (183 PM 13), NORTH 00°43'32" EAST 4,287.98 FEET, TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 6, IN THE GRANT DEED TO EAST BAY REGIONAL PARK DISTRICT, RECORDED MARCH 16, 1973, IN BOOK 6890 OF OFFICIAL RECORDS AT PAGE 918, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID PARCEL (6890 OR 918), AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON SAID PARCEL MAP (183 PM 13), THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 64°04'40" EAST 470.50 FEET;
- 2) NORTH 62°07'16" EAST 340.60 FEET;
- 3) NORTH 56°34'57" EAST 92.76 FEET;
- 4) NORTH 45°36'25" EAST 71.10 FEET;
- 5) NORTH 36°40'10" EAST 76.07 FEET;
- 6) NORTH 26°34'38" EAST 54.04 FEET;
- 7) NORTH 24°25'18" EAST 79.20 FEET;
- 8) NORTH 53°05'23" WEST 226.89 FEET;
- 9) NORTH 54°45'32" WEST 134.81 FEET;
- 10) NORTH 53°28'56" WEST 243.17 FEET TO SAID POINT OF BEGINNING.

CONTAINING OR 1,221.14 ACRES OF LAND, MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7, AS SAID CORNER AND SECTION ARE SHOWN AND SO DESIGNATED ON THE CERTIFICATE OF APPROVAL RECORDED JULY 13, 1999, AS DOCUMENT NO. 1999-0183479, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERLY LINE OF SAID SECTION 7, SOUTH 89°52'14" WEST 1814.88 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION:

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE ARC OF A NON-TANGENT 388.51 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 85°46'30" WEST, THROUGH A CENTRAL ANGLE OF 91°07'39", AN ARC DISTANCE OF 617.91 FEET;

THENCE, SOUTH 83°42'39" WEST 139.64 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 1,366.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 72°06'16"

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EAST, THROUGH A CENTRAL ANGLE OF $06^{\circ}01'19''$, AN ARC DISTANCE OF 143.57 FEET;

THENCE, NORTH $11^{\circ}52'25''$ WEST 298.19 FEET;

THENCE, NORTH $89^{\circ}52'14''$ EAST 603.48 FEET TO SAID POINT OF BEGINNING.

CONTAINING 4.64 ACRES OF LAND, MORE OR LESS.

PARCEL 3

BEGINNING AT THE CENTER CORNER OF SAID SECTION 8, AS SAID CORNER AND SECTION ARE SHOWN AND SO DESIGNATED ON THE OFFICIAL MAP OF MINOR SUBDIVISION 55-83 (MS 55-83), FILED FOR RECORD MAY 14, 1985, IN BOOK 116 OF PARCEL MAPS, AT PAGE 1, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE CENTER SECTION LINE SOUTH $89^{\circ}26'48''$ EAST 715.42 FEET;

THENCE, LEAVING SAID CENTER SECTION LINE, ALONG THE ARC OF A NON-TANGENT 908.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $26^{\circ}21'01''$ WEST, THROUGH A CENTRAL ANGLE OF $44^{\circ}39'43''$, AN ARC DISTANCE OF 707.79 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 440.94 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $62^{\circ}09'27''$ WEST, THROUGH A CENTRAL ANGLE OF $66^{\circ}51'38''$, AN ARC DISTANCE OF 514.54 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 1,411.26 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $04^{\circ}42'11''$ EAST, THROUGH A CENTRAL ANGLE OF $08^{\circ}07'12''$, AN ARC DISTANCE OF 200.01 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 486.99 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $12^{\circ}49'23''$ EAST, THROUGH A CENTRAL ANGLE OF $26^{\circ}27'57''$, AN ARC DISTANCE OF 224.95 FEET;

THENCE, NORTH $50^{\circ}42'40''$ WEST 251.03 FEET;

THENCE, WEST 160.00 FEET;

THENCE, NORTH $70^{\circ}12'29''$ WEST 348.29 FEET;

THENCE, NORTH $00^{\circ}33'12''$ EAST 356.59 FEET TO SAID CENTER SECTION LINE;

THENCE, ALONG SAID CENTER SECTION LINE, SOUTH $89^{\circ}26'48''$ EAST 331.46 FEET, TO SAID POINT OF BEGINNING;

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CONTAINING 18.55 ACRES OF LAND, MORE OR LESS.

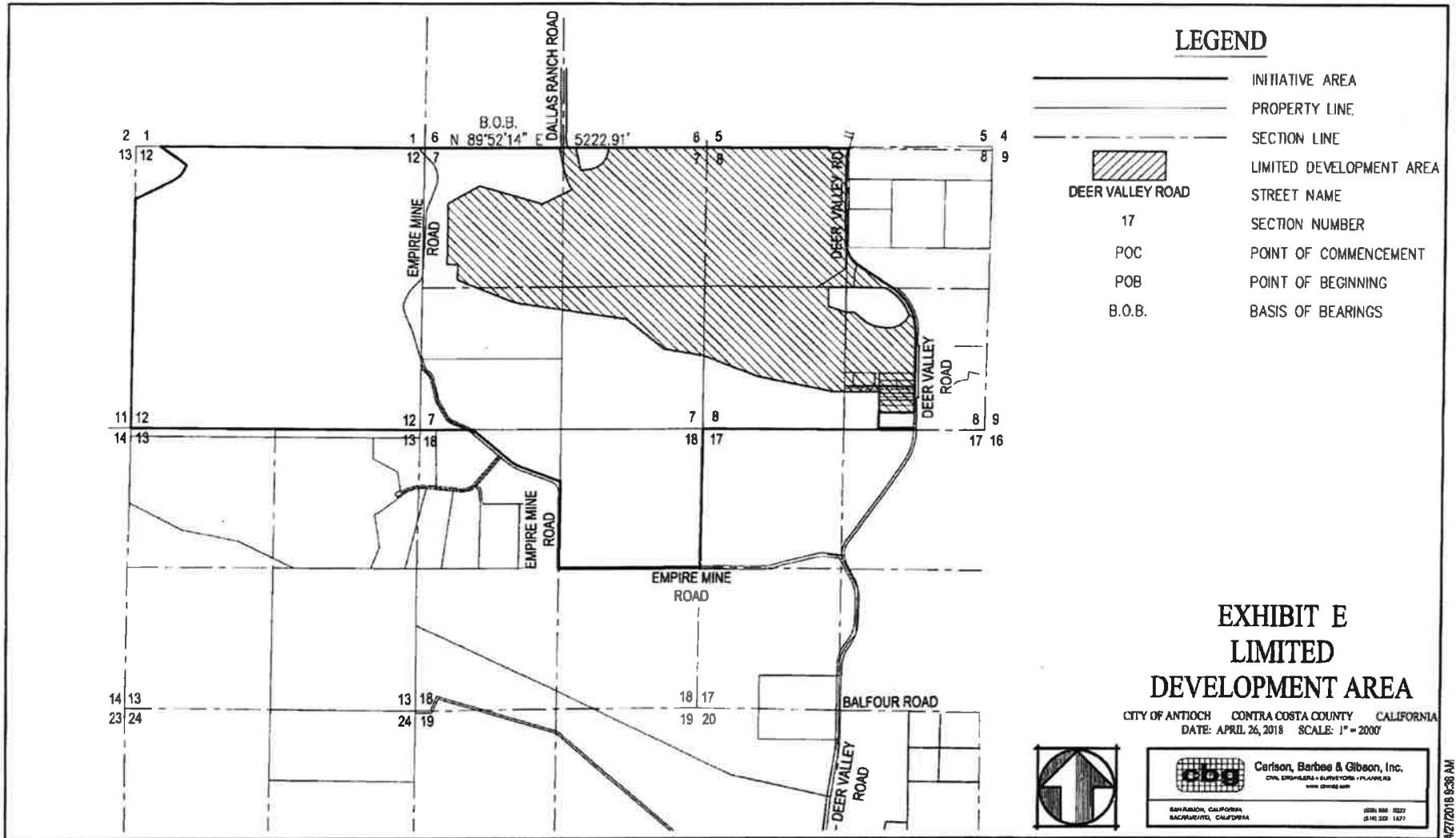
TOTAL RESTRICTED AREA 1,244.33 ACRES

END OF DESCRIPTION



[Signature]
E G CIA, P.L.S.
S. NO. 5285

04-26-2018



G:\1133\ACAD\1133-020\ACAD\EXHIBITS\INITIATIVE EXHIBITS\E - 1133-20_LIMITED DEVELOPMENT AREA.DWG

APRIL 26, 2018
JOB NO.: 1133-020

EXHIBIT 'F'
LEGAL DESCRIPTION
LIMITED DEVELOPMENT AREA
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 SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, TOGETHER WITH ALL OF SECTION 7 AND PORTIONS OF SECTION 8 AND SECTION 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, AS SAID CORNER AND SECTION ARE SHOWN AND SO DESIGNATED ON PARCEL MAP MS 303-01, 'ZEKA RANCH', FILED FOR RECORD FEBRUARY 27, 2002, IN BOOK 183 OF PARCEL MAPS AT PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERLY LINE OF SAID SECTION 12, SOUTH 89°34'28" EAST 455.39 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 89°34'28" EAST 4,912.90 FEET, TO THE CORNER COMMON TO SECTIONS 1 AND 12, T1N, R1E AND SECTIONS 6 AND 7, T1N, R2E, MDB&M AND THE SOUTHWEST CORNER OF SUBDIVISION 7377, 'DALLAS RANCH 7', FILED FOR RECORD NOVEMBER 22, 1996, IN BOOK 390 OF MAPS AT PAGE 1, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE NORTHERLY LINE OF SAID SECTION 7, NORTH 89°52'14" EAST 5,222.91 FEET, TO THE CORNER COMMON TO SECTIONS 5, 6, 7, AND 8, T1N, R2E, MDB&M, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SUBDIVISIONS 8312, 'DIABLO WEST- UNIT 7', FILED FOR RECORD OCTOBER 14, 1999, IN BOOK 416 OF MAPS AT PAGE 23, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 8312 (416 M 23) THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 89°28'20" EAST 1,311.19 FEET,
- 2) NORTH 89°40'03" EAST 928.91 FEET,
- 3) SOUTH 65°02'27" EAST 33.72 FEET,

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- 4) SOUTH 89°28'20" EAST 363.60 FEET, TO THE WESTERLY LINE OF DEER VALLEY ROAD;

THENCE, ALONG SAID WESTERLY LINE, THE FOLLOWING NINE (9) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 1,408.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 72°57'20" EAST, THROUGH A CENTRAL ANGLE OF 07°12'24", AN ARC DISTANCE OF 177.10 FEET,
- 2) SOUTH 00°35'57" WEST 1,335.56 FEET,
- 3) ALONG THE ARC OF A NON-TANGENT 1,458.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 80°38'00" EAST, THROUGH A CENTRAL ANGLE OF 03°08'39", AN ARC DISTANCE OF 80.01 FEET,
- 4) SOUTH 00°35'57" WEST 191.77 FEET,
- 5) ALONG THE ARC OF A NON-TANGENT 519.99 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 89°58'37" EAST, THROUGH A CENTRAL ANGLE OF 57°40'46", AN ARC DISTANCE OF 523.47 FEET,
- 6) SOUTH 56°07'16" EAST 752.74 FEET,
- 7) ALONG THE ARC OF A NON-TANGENT 975.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 33°50'04" WEST, THROUGH A CENTRAL ANGLE OF 56°48'13", AN ARC DISTANCE OF 966.62 FEET,
- 8) SOUTH 89°21'44" EAST 5.00 FEET,
- 9) SOUTH 00°38'16" WEST 1500.85 FEET, TO THE EXTERIOR BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO NUNN RECORDED SEPTEMBER 29, 2017, AS DOCUMENT NO. 2017-0179324, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID EXTERIOR BOUNDARY THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 89°35'54" WEST 659.94 FEET,
- 2) SOUTH 00°38'16" EAST 297.00 FEET,
- 3) SOUTH 89°35'54" EAST 659.99 FEET, TO SAID WESTERLY LINE OF DEER VALLEY ROAD;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 00°38'16" EAST 33.00 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 8 (T1N, R2E, MDB&M);

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THENCE, LEAVING SAID WESTERLY LINE, ALONG SAID SOUTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 89°35'54" WEST 1,302.44 FEET,
- 2) NORTH 89°33'18" WEST 2,618.30 FEET, TO THE CORNER COMMON TO SECTIONS 7, 8, 17 AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASELINE AND MERIDIAN;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE EASTERLY LINE OF SAID SECTION 18, SOUTH 00°50'47" WEST 2,612.31 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 18 AND 17 (T1N, R2E, MDB&M);

THENCE, LEAVING SAID QUARTER CORNER, ALONG THE EAST-WEST CENTER SECTION LINE OF SECTION 18, SOUTH 89°43'49" WEST 2,614.12 FEET, TO THE CENTER QUARTER CORNER OF SECTION 18;

THENCE, LEAVING SAID CENTER QUARTER CORNER, ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SECTION 18, NORTH 00°45'09" EAST 1,619.49 FEET;

THENCE, LEAVING SAID NORTH-SOUTH CENTER SECTION LINE, ALONG THE NORTHERLY RIGHT OF WAY OF EMPIRE MINE ROAD, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 69°18'33" WEST 803.21 FEET,
- 2) ALONG THE ARC OF A TANGENT 620.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°32'55", AN ARC DISTANCE OF 211.54 FEET,
- 3) NORTH 49°45'38" WEST 851.52 FEET,
- 4) ALONG THE ARC OF A TANGENT 680.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°55'10", AN ARC DISTANCE OF 70.25 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 7 (T1N, R2E, MDB&M)

THENCE, SOUTH 89°42'24" WEST 966.59 FEET, TO THE CORNER COMMON TO SECTIONS 12 AND 13, TOWNSHIP 1 NORTH, RANGE 1 EAST, AND SECTIONS 7 AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MDB&M;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE SOUTHERLY LINE OF SAID SECTION 12, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID ZECA RANCH (183 PM 13), NORTH 89°33'47" WEST 5,376.31 FEET, TO THE CORNER COMMON TO SECTIONS 11, 12, 13 AND 14, TOWNSHIP 1 NORTH, RANGE 1 EAST, MOUNT DIABLO BASELINE AND MERIDIAN;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE WESTERLY LINE OF SAID SECTION 12 AND SAID ZECA RANCH (183 PM 13), NORTH 00°43'32" EAST

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4,287.98 FEET, TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 6, IN THE GRANT DEED TO EAST BAY REGIONAL PARK DISTRICT, RECORDED MARCH 16, 1973, IN BOOK 6890 OF OFFICIAL RECORDS AT PAGE 918, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID PARCEL (6890 OR 918), AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON SAID PARCEL MAP (183 PM 13), THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 64°04'40" EAST 470.50 FEET,
- 2) NORTH 62°07'16" EAST 340.60 FEET,
- 3) NORTH 56°34'57" EAST 92.76 FEET,
- 4) NORTH 45°36'25" EAST 71.10 FEET,
- 5) NORTH 36°40'00" EAST 76.07 FEET,
- 6) NORTH 26°34'38" EAST 54.04 FEET,
- 7) NORTH 24°25'18" EAST 79.38 FEET,
- 8) NORTH 53°05'23" WEST 226.60 FEET,
- 9) NORTH 54°45'32" WEST 134.81 FEET,
- 10) NORTH 53°28'56" WEST 243.17 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,848.19 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING THREE (3) DESCRIBED PARCELS OF LAND:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, AS SAID CORNER AND SECTION ARE SHOWN AND SO DESIGNATED ON PARCEL MAP MS 303-01, 'ZEKA RANCH' FILED FOR RECORD FEBRUARY 27, 2002, IN BOOK 183 OF PARCEL MAPS
FFICE OF THE COUNTY RECORDER OF CONTRA COSTA
COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERLY LINE OF SAID SECTION 12, SOUTH 89°34'28" EAST 455.39 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 89°34'28" EAST 4,912.90 FEET, TO THE CORNER COMMON TO

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SECTIONS 1 AND 12, T1N, R1E AND SECTIONS 6 AND 7, T1N, R2E, MDB&M AND THE SOUTHWEST CORNER OF SUBDIVISION 7377, 'DALLAS RANCH 7', FILED FOR RECORD NOVEMBER 22, 1996, IN BOOK 390 OF MAPS AT PAGE 1, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE NORTHERLY LINE OF SAID SECTION 7, NORTH 89°52'14" EAST 2,499.30 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, ALONG THE ARC OF A NON-TANGENT 1,600.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 80°17'13" EAST, THROUGH A CENTRAL ANGLE OF 02°09'38", AN ARC DISTANCE OF 60.33 FEET;

THENCE, SOUTH 11°52'25" EAST 300.00 FEET;

THENCE, ALONG THE ARC OF A TANGENT 1,666.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°28'09", AN ARC DISTANCE OF 478.88 FEET;

THENCE, SOUTH 63°23'31" WEST 617.60 FEET;

THENCE, NORTH 73°25'57" WEST 1217.14 FEET;

THENCE, SOUTH 60°01'12" WEST 668.76 FEET;

THENCE, SOUTH 00°38'09" WEST 1,148.91 FEET;

THENCE, SOUTH 89°21'51" EAST 190.98 FEET;

THENCE, SOUTH 00°38'09" WEST 284.64 FEET;

THENCE, SOUTH 66°10'27" EAST 183.59 FEET;

THENCE, SOUTH 68°21'23" EAST 778.33 FEET;

THENCE, ALONG THE ARC OF A TANGENT 1,756.73 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°44'39", AN ARC DISTANCE OF 390.74 FEET;

THENCE, SOUTH 81°39'41" EAST 1,908.17 FEET;

THENCE, SOUTH 51°01'25" EAST 877.98 FEET;

THENCE, SOUTH 80°27'52" EAST 746.69 FEET;

THENCE, SOUTH 69°04'06" EAST 1,100.07 FEET;

THENCE, SOUTH 78°46'42" EAST 1,408.31 FEET;

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THENCE, SOUTH 89°38'59" EAST 850.00 FEET, TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS 'PARCEL THREE' IN THE GRANT DEED TO GRANDIN, RECORDED FEBRUARY 11, 2008, AS DOCUMENT NO. 2008-0028801, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID EASTERLY LINE AND THE EASTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED AS PARCEL TWO IN THE GRANT DEED TO LEUNG RECORDED MARCH 18, 1999, AS DOCUMENT NO. 1999-0074017, IN SAID OFFICE OF THE COUNTY RECORDER, SOUTH 00°38'59" WEST 712.69 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 8 (T1N, R2E, MDB&M);

THENCE, ALONG SAID SOUTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 89°35'54" WEST 642.44 FEET,
- 2) NORTH 89°33'18" WEST 2,618.30 FEET, TO THE CORNER COMMON TO SECTIONS 7, 8, 17 AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO BASELINE AND MERIDIAN;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE EASTERLY LINE OF SAID SECTION 18, SOUTH 00°50'47" WEST 2,612.31 FEET, TO THE QUARTER CORNER COMMON TO SECTIONS 18 AND 17 (T1N, R2E, MDB&M);

THENCE, LEAVING SAID QUARTER CORNER, ALONG THE EAST-WEST CENTER SECTION LINE OF SECTION 18, SOUTH 89°43'49" WEST 2,614.12 FEET, TO THE CENTER QUARTER CORNER OF SECTION 18;

THENCE, LEAVING SAID CENTER QUARTER CORNER, ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SECTION 18, NORTH 00°45'09" EAST 1,619.49 FEET;

THENCE, LEAVING SAID NORTH-SOUTH CENTER SECTION LINE, ALONG THE NORTHERLY RIGHT OF WAY OF EMPIRE MINE ROAD, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 69°18'33" WEST 803.21 FEET,
- 2) ALONG THE ARC OF A TANGENT 620.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°32'55", AN ARC DISTANCE OF 211.54 FEET,
- 3) NORTH 49°45'38" WEST 851.52 FEET,
- 4) ALONG THE ARC OF A TANGENT 680.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°55'10", AN ARC DISTANCE OF 70.25 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 7 (T1N, R2E, MDB&M)

THENCE, SOUTH 89°42'24" WEST 966.59 FEET, TO THE CORNER COMMON TO SECTIONS 12 AND 13, TOWNSHIP 1 NORTH, RANGE 1 EAST, AND SECTIONS 7 AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, MDB&M;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE SOUTHERLY LINE OF SAID SECTION 12, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID ZEKA RANCH (183 PM 13), NORTH 89°33'47" WEST 5,376.31 FEET, TO THE CORNER COMMON TO SECTIONS 11, 12, 13 AND 14, TOWNSHIP 1 NORTH, RANGE 1 EAST, MOUNT DIABLO BASELINE AND MERIDIAN;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE WESTERLY LINE OF SAID SECTION 12 AND SAID ZEKA RANCH (183 PM 13), NORTH 00°43'32" EAST 4,287.98 FEET, TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 6, IN THE GRANT DEED TO EAST BAY REGIONAL PARK DISTRICT, RECORDED MARCH 16, 1973, IN BOOK 6890 OF OFFICIAL RECORDS AT PAGE 918, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID PARCEL (6890 OR 918), AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON SAID PARCEL MAP (183 PM 13), THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 64°04'40" EAST 470.50 FEET;
- 2) NORTH 62°07'16" EAST 340.60 FEET;
- 3) NORTH 56°34'57" EAST 92.76 FEET;
- 4) NORTH 45°36'25" EAST 71.10 FEET;
- 5) NORTH 36°40'10" EAST 76.07 FEET;
- 6) NORTH 26°34'38" EAST 54.04 FEET;
- 7) NORTH 24°25'18" EAST 79.20 FEET;
- 8) NORTH 53°05'23" WEST 226.89 FEET;
- 9) NORTH 54°45'32" WEST 134.81 FEET;
- 10) NORTH 53°28'56" WEST 243.17 FEET TO SAID POINT OF BEGINNING.

CONTAINING OR 1,221.14 ACRES OF LAND, MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7, AS SAID CORNER AND SECTION ARE SHOWN AND SO DESIGNATED ON THE CERTIFICATE OF APPROVAL RECORDED JULY 13, 1999, AS DOCUMENT NO. 1999-0183479, IN SAID OFFICE OF THE COUNTY RECORDER;

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THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERLY LINE OF SAID SECTION 7, SOUTH 89°52'14" WEST 1814.88 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE ARC OF A NON-TANGENT 388.51 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 85°46'30" WEST, THROUGH A CENTRAL ANGLE OF 91°07'39", AN ARC DISTANCE OF 617.91 FEET;

THENCE, SOUTH 83°42'39" WEST 139.64 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 1,366.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 72°06'16" EAST, THROUGH A CENTRAL ANGLE OF 06°01'19", AN ARC DISTANCE OF 143.57 FEET;

THENCE, NORTH 11°52'25" WEST 298.19 FEET;

THENCE, NORTH 89°52'14" EAST 603.48 FEET TO SAID POINT OF BEGINNING.

CONTAINING 4.64 ACRES OF LAND, MORE OR LESS.

PARCEL 3

BEGINNING AT THE CENTER CORNER OF SAID SECTION 8, AS SAID CORNER AND SECTION ARE SHOWN AND SO DESIGNATED ON THE OFFICIAL MAP OF MINOR SUBDIVISION 55-83 (MS 55-83), FILED FOR RECORD MAY 14, 1985, IN BOOK 116 OF PARCEL MAPS, AT PAGE 1, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE CENTER SECTION LINE SOUTH 89°26'48" EAST 715.42 FEET;

THENCE, LEAVING SAID CENTER SECTION LINE, ALONG THE ARC OF A NON-TANGENT 908.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 26°21'01" WEST, THROUGH A CENTRAL ANGLE OF 44°39'43", AN ARC DISTANCE OF 707.79 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 440.94 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 62°09'27" WEST, THROUGH A CENTRAL ANGLE OF 66°51'38", AN ARC DISTANCE OF 514.54 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 1,411.26 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 04°42'11" EAST, THROUGH A CENTRAL ANGLE OF 08°07'12", AN ARC DISTANCE OF 200.01 FEET;

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THENCE, ALONG THE ARC OF A COMPOUND 486.99 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 12°49'23" EAST, THROUGH A CENTRAL ANGLE OF 26°27'57", AN ARC DISTANCE OF 224.95 FEET;

THENCE, NORTH 50°42'40" WEST 251.03 FEET;

THENCE, WEST 160.00 FEET;

THENCE, NORTH 70°12'29" WEST 348.29 FEET;

THENCE, NORTH 00°33'12" EAST 356.59 FEET TO SAID CENTER SECTION LINE;

THENCE, ALONG SAID CENTER SECTION LINE, SOUTH 89°26'48" EAST 331.46 FEET, TO SAID POINT OF BEGINNING;

TOTAL INITIATIVE AREA - 1,848.19 ACRES

TOTAL RESTRICTED DEVELOPMENT AREA - 1,244.33 ACRES

TOTAL LIMITED DEVELOPMENT AREA - 603.86 ACRES

END OF DESCRIPTION



Joel A. Garcia
JOEL GARCIA, P.L.S.
L.S. NO. 5285
04-26-2018

EXHIBIT G

REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

(Space Above This Line Reserved For Recorder's Use)

DEVELOPMENT AGREEMENT

ADOPTED BY

A CITIZEN'S INITIATIVE KNOWN AS THE

**WEST SAND CREEK OPEN SPACE PROTECTION, PUBLIC SAFETY ENHANCEMENT,
AND DEVELOPMENT RESTRICTION INITIATIVE**

**FOR PROPERTY IN THE SAND CREEK FOCUS AREA WEST OF DEER VALLEY ROAD IN
THE CITY OF ANTIOCH**

PREAMBLE

The City of Antioch, a California municipal corporation ("**City**"), has determined to vest the local land use laws applicable to an approximately 551.5-acre portion of the Sand Creek Focus Area in the City within the voter-approved Urban Limit Line ("**ULL**") in the holder of a legal or equitable interest therein ("**Landowner**") pursuant to the authority of Division I, Chapter 4, Article 2.5, sections 65864 *et seq.* of the Government Code ("**Development Agreement Statute**") under the following terms and conditions. The laws will vest, and the following terms and conditions will become a development agreement, under the Development Agreement Statute, between the City and Landowner ("**Development Agreement**") if Landowner provides to City its written notice of acceptance of this Development Agreement, in recordable form, and containing the name(s) and address(es) and electronic mail addresses to which notices or communications to Landowner shall be given pursuant to Article IX below, within 10 days of the date this Development Agreement is approved by the voters or adopted by the City Council pursuant to Elections Code section 9214. The City and Landowner may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

- 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 Development Agreement 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. Landowner has a legal or equitable interest in approximately 551.5 acres of certain real property located in the City of Antioch, Contra Costa County, more particularly depicted in DA Exhibit 1 and described in DA Exhibit 2 (collectively, "**Subject Property**"). The Subject Property is located within the Sand Creek Focus Area in Antioch and within the voter-approved Urban Limit Line ("**ULL**") in an area the City has long-planned to accommodate future City growth.
- C. A citizen's initiative entitled the "West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative" ("**Initiative**") was circulated and enacted in part to: preserve and protect trees, ridgelines, hillsides, and open space areas in an approximately 1,852-acre portion of the Sand Creek Focus Area located west of Deer Valley Road. The Initiative protects, reaffirms, and strengthens the existing boundaries of the ULL by ensuring that the ULL may only be changed by the people of Antioch; preserves agriculture, grasslands, and open space within the ULL; preserves and protects the Sand Creek corridor as permanent open space; and allows for the development of a portion of the land commonly known "The Ranch" as a master planned residential community that thoughtfully balances future development with respect for the site's natural features with the elements included in the Proposed Development (as defined below). The Ranch provides extraordinary community amenities for the citizens of Antioch including the preservation of substantial open space, creation of new recreation and park land, public access with perimeter trails within The Ranch, substantial funding for local high school sports, creation of new housing and retail choices, improved public safety, and needed traffic and other infrastructure improvements. The Initiative accomplished these objectives by amending provisions of the City of Antioch General Plan ("**General Plan**") applicable to the Sand Creek Focus Area west of Deer Valley Road and within the City limits and ULL ("**Initiative Area**") to establish two overlay land use designations, consisting of a "**Restricted Development Area**" that applies to the hillier more environmentally-sensitive lands west of Deer Valley Road (approximately 1,244 acres) and a "**Limited Development Area**" that applies to the flatter and less environmentally-sensitive lands west of Deer Valley Road (approximately 608 acres). The Restricted Development Area provides low-density rural residential housing and preserves agriculture, grasslands, and open space. The Limited Development Area allows a range of single-family housing types, including executive estate housing, age-restricted housing for seniors, suburban single-family detached housing for families or for seniors, as well as commercial uses, public and quasi-public uses, and substantial open space.
- D. The Initiative implements its purposes by and through the following complimentary mechanisms (collectively, "**Legislative Approvals**");

1. an amendment to the General Plan to ensure that only the citizens of Antioch may amend the existing voter-approved ULL, establish the Restricted Development Area and Limited Development Area land use designation overlays, and allow for the development of The Ranch in a portion of the Limited Development Area;
 2. zoning map and text amendments to Title 9 of the Antioch Municipal Code ("**Zoning Code**") to rezone the Subject Property from Study Area ("**S**") to Planned Development ("**P-D**"); and
 3. adoption of this Development Agreement.
- E. Consistent with the Initiative and the Legislative Approvals, the City anticipates that during the Term of this Development Agreement (as defined below) and subsequent to the Effective Date (as defined below), Landowner will seek from City certain other implementing approvals, entitlements, and permits that are necessary or desirable for the Proposed Development (as defined below) (collectively, "**Subsequent Approvals**"). The Subsequent Approvals are any approvals that may be necessary or desirable to develop the Proposed Development and may include, but are not limited to, subdivision maps, design review approval, tree removal permits, acceptance or vacation of rights-of-way, lot line adjustments, demolition permits, encroachment permits, site development permits, building permits, certificates of occupancy, and any amendments to the foregoing.
- F. This Development Agreement is consistent with the General Plan and the Antioch Municipal Code ("**Municipal Code**"), as amended by the Initiative. The terms and conditions of this Development Agreement are in conformity with public convenience, general welfare, and good land use practice. The terms of this Development Agreement will not be detrimental to the public health, safety, or general welfare, nor will they adversely affect the orderly development of property or the preservation of property values.
- G. Landowner will be required by this Development Agreement to provide the public benefits to the City as described herein, together with the other public benefits that will result from the development of the Proposed Development. Landowner will receive by this Development Agreement assurance that it may proceed with the development of the Subject Property in accordance with the Applicable Law (as defined below).

NOW, THEREFORE, in consideration of the promises covenants, and provisions set forth herein, the receipt and adequacy of which consideration is acknowledged, and provided Landowner provides to City its written notice of acceptance of this Development Agreement, City and Landowner agree as follows.

AGREEMENT

Article I. Term and Applicable Law

Section 1.1. Description of Subject Property. This Development Agreement vests laws applicable to the development of the Subject Property. The Subject Property contains approximately 551.5 acres of land within the Sand Creek Focus Area, west of Deer Valley Road, and voter-approved ULL.

Section 1.2. Proposed Development. The Landowner may develop up to 1,177 new homes, including a mix of low-density, medium-density, and age-restricted active adult units, as well as an approximately five (5)-acre mixed-use retail village center with a maximum floor area ratio ("FAR") of 0.30 across from Kaiser Permanente Antioch Medical Center, on the Limited Development Area of the Subject Property (collectively, "**Proposed Development**"), consistent with the Initiative and the West Sand Creek Planned Development District set forth in Exhibit L to the Initiative, so long as it provides the following extraordinary community benefits:

- Donation of approximately two (2) acres of land adjacent to the mixed-use retail village center, within the Subject Property, for a new fire station, prior to the issuance of the first certificate of occupancy;

- Creation of a new Community Facilities District to fund additional police and public safety services for Antioch residents at the City's ratio of 1.35 officers per 1,000 residents, prior to the issuance of the first certificate of occupancy;
- Approximately 22 acres of new public parks and six (6) miles of publicly-accessible trails within and throughout the Proposed Development on the Subject Property;
- Dedication of approximately 1.5 acres of land for an East Bay Regional Parks District ("EBRPD") trail staging area and parking lot, prior to the first certificate of occupancy;
- Connecting Sand Creek Road from Dallas Ranch Road to Deer Valley Road, with no use of City funds;
- Permanent protection of approximately 44% of the site as parks, open space, and trails;
- Permanent protection of all on-site ridgelines and hillsides;
- Permanent protection of 98% of all on-site trees; and
- Donation of at least \$1,000,000 to the Antioch Unified School District ("District") for local high school sports facilities and performing arts facilities at Deer Valley High School through payment of \$1,000 per unit of new residential development, prior to the issuance of each certificate of occupancy ("High School Enhancement Fee"). The High School Enhancement Fee shall only be used for the "hard costs" of construction of high school athletic facilities and performing arts facilities and shall not be used for any other purpose. The High School Enhancement Fee collected shall first be used to convert the existing grass sports infield at Deer Valley High School to a synthetic turf athletic field ("Flagship Project"). Upon completion of the Flagship, all other High School Enhancement Fee funds collected may be used throughout the District for use on other sports facilities and/or performing arts facilities at any District school.

Section 1.3. Effective Date. The rights, duties, and obligations hereunder shall be effective and the Term (as defined below) shall commence on the "Effective Date," which shall be the earlier of: (a) the date the Antioch City Council adopts the Initiative, including this Development Agreement, pursuant to Elections Code section 9215; or (b) the date the election results on the Initiative approving this Development Agreement are certified by the City Council in the manner provided in the Elections Code.

Section 1.4. Term. The term of this Development Agreement shall commence on the effective date and extend twenty (20) years thereafter unless sooner terminated or extended as provided herein. The term shall automatically be extended by: (a) any period of Enforced Delay (as defined below); (b) any period of time during which a lawsuit brought by a third party challenging any aspect of the Proposed Development (including but not limited to any aspect of the Initiative) is pending or otherwise delays development of the Proposed Development; and/or (c) any period of time during which the filing of a referendum petition or initiative petition delays development of the Proposed Development. All such original and extended periods are referred to as the "Term." Upon issuance of the 500th certificate of occupancy for residential development and the issuance of certificates of occupancy for at least 50,000 square feet of commercial development, the Term shall automatically be extended by an additional ten (10) years. Pursuant to California Government Code section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the Term unless a longer time period is permitted under other applicable law. All other Subsequent Approvals shall remain in effect for the Term unless a longer time period is permitted under other applicable law.

Article II. Standards, Laws, and Procedures Governing the Proposed Development.

Section 2.1. Vested Right to Develop. Landowner shall have the right to pursue the Proposed Development in accordance with the Applicable Law (including the Legislative Approvals) and Subsequent Approvals (once they are granted), and the provisions of this Development Agreement, including, without limitation, Landowner's vested right to develop the Proposed Development on the

Subject Property. Notwithstanding the foregoing, City may apply to any development on the Subject Property, at any time during the Term, the then-current Uniform Building Code and other uniform construction codes or standards, to the extent that such code or standard has been adopted by City and is in effect on a City-wide basis. In the event of any conflict or inconsistency between this Development Agreement and the Applicable Law or between this Development Agreement and any Subsequent Approvals, this Development Agreement shall prevail and control to the fullest extent legally possible.

Section 2.2. Development Standards. The permitted uses of the Subject Property; the density and intensity of uses; the maximum height, bulk, and size of the of the Proposed Development; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Proposed Development shall be as set forth in the Applicable Law and Subsequent Approvals.

Section 2.3. Applicable Law. "Applicable Law" consists of the laws, rules, regulations, and official policies applicable to the Proposed Development in force and effect on the Effective Date, including the Initiative, and Subsequent Approvals once they are approved, and new or modified laws, rules, regulations, or official policies that comply with Section 2.4, all except as otherwise provided in this Development Agreement; and provided that Landowner agrees to pay the amount of any applicable impact fees, connection fees, processing fees, or any other fees, taxes, or assessments in effect at the time of any Subsequent Approval.

Section 2.4. No Conflicting Enactments. City may adopt new or modified rules, regulations, or official policies after the Effective Date, and such new or modified rules, regulations, or official policies shall be included within the Applicable Law; provided, however, such new or modified rules, regulations, or official policies (whether adopted by action of City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be applicable to the Proposed Development, and/or to any development or redevelopment on the Subject Property, only to the extent that such application does not modify the Proposed Development, does not prevent or impede development of the Proposed Development, does not conflict with or impede development or redevelopment of any portion of the Subject Property pursuant to Applicable Law, and does not conflict with this Development Agreement. Any new or modified rule, regulation, or official policy shall be deemed to conflict with this Development Agreement if it seeks to accomplish any one or more of the following results, either with specific reference to the Proposed Development or to any development of the Subject Property, or as part of a general enactment that would otherwise apply to the Subject Property:

- (a) Reduce the density or intensity of the Proposed Development as allowed by the Applicable Law;
- (b) Reduce the density or intensity of development allowed on the Subject Property under the Applicable Law;
- (c) Change any land use designation or permitted use of the Subject Property as described in the Applicable Law;
- (d) Require, for any work necessary to develop the Proposed Development on the Subject Property, the issuance of permits, approvals, or entitlements by City other than those required by Applicable Law; or
- (e) Materially limit the processing of, the procuring of applications for, or approval of Subsequent Approvals.

Notwithstanding the foregoing, City shall not be precluded from applying any new or modified rule, regulation, or official policy to the Proposed Development or the Subject Property where the new or modified rule, regulation, or official policy is: (a) specifically mandated by changes in federal or state laws or regulations adopted after the Effective Date as provided in Government Code section 65869.5; (b) specifically mandated by a court of competent jurisdiction; (c) changes to the California Building Code and similar health and safety regulations that may change from time to time; or (d) required as a result of facts, events, or circumstances presently unknown or unforeseeable that would otherwise have an immediate adverse risk on the health or safety of the surrounding community.

Section 2.5. Conflict of City and State or Federal Laws. In the event that federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Development Agreement, each party shall provide the other party with written notice of such federal or state law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Development Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Development Agreement so as to comply with such federal or state law or regulation. City, without the obligation to incur costs or liability, shall reasonably cooperate with Landowner in securing of any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this Section 2.05.

Section 2.6. Life of Legislative Approvals and Subsequent Approvals. The term of any Legislative Approval and any Subsequent Approval shall be automatically extended for the longer of the Term of this Development Agreement or the term otherwise applicable to such Legislative Approval or Subsequent Approval.

Section 2.7. Timing of Construction and Completion. The parties acknowledge that Landowner cannot at this time predict when or the rate at which the Proposed Development will be constructed. The parties agree that there is no requirement that Landowner initiate or complete construction of the Proposed Development within any particular period of time, or at all, and City shall not impose such a requirement on Landowner, the Subject Property, or any Subsequent Approval. In light of the foregoing, the parties agree that Landowner may construct the Proposed Development at the rate and time Landowner deems appropriate within the exercise of its reasonable business judgment, subject to Applicable Law. Further, Landowner may implement the Proposed Development in phases, from east to west, and from north to south, in Landowner's reasonable discretion.

Section 2.8. Processing Subsequent Approvals. The Subsequent Approvals shall be deemed mechanisms to implement those final policy decisions reflected by the Legislative Approvals and other provisions of Applicable Law. Upon submission by Landowner of any application for a Subsequent Approval, City shall cooperate and diligently work to promptly process, consider, and approve such application, and shall apply only Applicable Law and any applicable federal or state laws. City shall retain its discretionary authority in its consideration of any and all Subsequent Approvals that involve discretionary decisions; provided, however, such consideration shall be regulated solely by the Applicable Law, any applicable federal or state law, and this Development Agreement.

Article III. Obligations of Landowner.

Section 3.1. Benefits and Requirements. Landowner agrees to, waives any right to protest or challenge, and shall comply with the policies, actions, and requirements of the General Plan, as enacted by the Initiative. Landowner's compliance with these measures is part of the consideration for this Development Agreement.

Section 3.2. Bodily Injury and Property Damage Insurance. Prior to the commencement of construction of any Proposed Development, Landowner shall furnish, or cause to be furnished, to City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million Dollars (\$1,000,000) for any person, One Million Dollars (\$1,000,000) for any occurrence, and One Million Dollars (\$1,000,000) for property damage, naming City as an additional insured. Such insurance policies shall contain such other and further endorsements, terms, conditions, and coverages as may be reasonably deemed necessary by City. Such insurance policies shall be maintained and kept in force until construction is completed.

Article IV. Amendments.

Section 4.1. Amendment of this Development Agreement. This Development 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:

4.1.1 Administrative Amendments. The City Manager and City Attorney are authorized on behalf of the City to enter into any amendments to this Development Agreement other than amendments that substantially affect (i) the term of this Agreement (excluding any extensions of time for performance of a particular act), (ii) permitted uses of the Subject Property, (iii) provisions for the reservation or dedication of land, (iv) the density or

intensity of use of the Subject Property or the maximum height or size of proposed buildings, or (v) monetary payments by Landowner. Such amendments ("**Administrative Development Agreement Amendment**") shall, except to the extent otherwise required by law, become effective without notice or public hearing.

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

Section 4.2. Amendments of Legislative Approvals or Subsequent Approvals. To the extent permitted by federal and state, any Legislative Approval or Subsequent Approval (collectively, "**Approval**") may, from time to time, be amended or modified in the following manner:

4.2.1 Administrative Proposed Development Amendments. Upon the written request of Landowner 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 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 Proposed Development 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 Proposed Development, 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 Proposed Development, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Approvals, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

4.2.2 Non-Administrative Amendments. Any request of Landowner for an amendment or modification to an Approval that 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 Development Agreement.

4.2.3 Amendment Exemptions. Amendment of an Approval requested by Landowner shall not require an amendment to this Agreement. Instead, the amendment automatically shall be deemed to be incorporated into the Approvals and vested under this Development Agreement.

Article V. Defaults; Periodic Review.

Section 5.1. Default. Any failure by either party to perform any term or provision of this Development Agreement, which failure continues uncured for a period of ninety (90) days following written notice of such failure from the other party (unless such period is extended by written mutual consent), shall constitute a default under this Development Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 90-day period, then the commencement of the cure within such time period, and the diligent prosecution to complete the cure thereafter, shall be deemed to be a cure within such 90-day period. Upon the occurrence of a default under this Development Agreement, the non-defaulting party may institute legal proceedings to enforce the terms and provisions of this Development Agreement (including, without limitation, seeking injunctive relief) or, in the event of a material default, terminate this Development Agreement. If the default is cured, then no default shall exist and the noticing party shall take no further action.

Section 5.2. Termination. If City elects to consider terminating this Development Agreement due to a material default by Landowner, then City shall give a notice of intent to terminate this Development Agreement and the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the Development Agreement Statute. If the City Council determines that a material default has occurred and elects to terminate this Development Agreement, City shall give written notice of termination of this Development Agreement to Landowner by certified mail and this Development Agreement shall be terminated thereby; provided, however, that Landowner reserves any and all rights it may have to challenge in court City's termination of this Development Agreement and the basis therefor.

Section 5.3. Periodic Review. Landowner and City's Director of Community Development or his or her designee shall meet and review this Development Agreement annually to ascertain the good faith compliance by Landowner with its terms pursuant to the Development Agreement Statute.

Section 5.4. Excusable Delay; Extension of Time of Performance. Neither party shall be deemed to be in default of its obligations under this Development Agreement if a delay or default is due to an act of God, natural disaster, accident, breakage or failure of equipment, third party litigation, strikes, lockouts or other labor disturbances or disputes of any character, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation, whether due to energy shortages or other causes, war, civil disturbance, riot, or any other severe occurrence that is beyond the reasonable control of that party (collectively, "Enforced Delay"). Performance by a party of its obligations under this Development Agreement shall be excused during, and extended for a period of time equal to, the period (on a day-for-day basis) for which the cause of such Enforced Delay is in effect.

Section 5.5. Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, enforce by specific performance the obligations and rights of the parties hereto, or obtain any other remedy consistent with this Development Agreement. Prior to instituting litigation, the parties shall attempt in good faith to submit any disputes to mediation through a mediator mutually agreed upon by the Parties.

Section 5.6. Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Development Agreement, the prevailing party is entitled to reasonable attorneys' fees and any other costs incurred in that action or proceeding in addition to any other relief to which it is entitled.

Section 5.7. Notice of Compliance. Within thirty (30) days following any written request that Landowner may make from time to time, City shall execute and deliver to Landowner a written "Notice of Compliance" in recordable form, duly executed and acknowledged by City, which certifies:

- (a) This Development Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Development Agreement is in full force and effect as modified and stating the date and nature of such modifications;
- (b) There are no known current uncured defaults under this Development Agreement or, in the alternative, specifying the dates and nature of any such default;
- (c) Any other information reasonably requested by Landowner.

The failure to deliver such a statement within such time shall constitute a conclusive presumption against City that this Development Agreement is in full force and effect without modification (except as may be represented by Landowner) and that there are no uncured defaults in the performance of Landowner. Landowner may record the Notice of Compliance.

Article VI. Indemnity.

Landowner agrees to, and shall indemnify, defend, and hold City, its elected and appointed boards, commissions, officers, agents, and employees harmless from any liability or loss for damage or claims for damage for personal injury, including death, as well as from claims for property damage of any nature that may arise from the activities of Landowner or Landowner's contractors, subcontractors, agents, or employees related to development of the Proposed

Development or otherwise arising from the performance of this Development Agreement. Landowner agrees to and shall defend City and its elected and appointed boards, commissions, officers, agents, and employees from any suits or actions at law or in equity for liability or damage caused, or alleged to have been caused, by reason of any of the aforesaid activities.

Article VII. No Agency, No Joint Venture or Partnership.

The Proposed Development is a private undertaking. No party is acting as the agent of the other in any respect hereunder. Each party is an independent contracting entity with respect to the terms and provisions contained in this Development Agreement. None of the terms or provisions of this Development Agreement shall be deemed to create a partnership between or among the parties in the businesses of Landowner, or the affairs of City, nor shall they cause City and Landowner to be considered joint venturers or members of any joint enterprise.

Article VIII. Assignment and Transfer.

Landowner shall have the right to sell, assign, or transfer this Development Agreement, and all of its rights, duties, and obligations hereunder, to any person or entity at any time during the Term, subject to the prior written approval of the Director of Community Development or his or her designee, which consent shall not be unreasonably withheld. Such approval shall be granted where the buyer, assignee, or transferee has demonstrated the experience, qualifications, and financial resources to complete and operate the Proposed Development, or applicable portions thereof, to the reasonable satisfaction of the Director of Community Development or his or her designee.

Article IX. Notices.

Any notice or communication hereunder between City and Landowner shall be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by a reputable courier promising overnight delivery to the respective addresses specified by each party.

Such notices or communications shall be given to the City as follows:

City of Antioch
Community Development Department
City Hall
200 H Street
Antioch, CA 94509
Telephone: (925) 779-7035
Facsimile: (925) 779-7034

With copies to:

City of Antioch
Office of City Attorney
City Hall
200 H Street
Antioch, CA 94509
Telephone: (925) 779-7015
Facsimile: (925) 779-7003

Such notices or communications shall be given to Landowner using the name(s) and address(es) and facsimile number(s) reflected in the notice Landowner provided to City of Landowner's acceptance of this Development Agreement.

Any party may at any time, by giving ten (10) days' written notice to the other party, designate any other address or facsimile in substitution of the address or facsimile number to which such notice or communication shall be given.

Article X. Miscellaneous.

Section 10.1. No Third Party Beneficiary Rights. This Development Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person who is not expressly made a party and signatory to this Development Agreement.

Section 10.2. Governing Law, Interpretation of Development Agreement. This Development Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California. Any action to enforce or interpret this Development Agreement shall be brought in a court of competent jurisdiction in Contra Costa County or, in the case of any federal claims, in federal court for the Northern District of California.

Section 10.3. Severability. If any word of this Development Agreement, or its application to any situation, is held invalid or unenforceable, in a final judgment that is no longer subject to rehearing, review, or appeal by a court of competent jurisdiction, then the invalid word is severed, and/or the invalid words are severed, and the remaining parts of this Development Agreement, and the application of any part of this Development Agreement to other situations, shall continue in full force and effect. It is the intent of the voters in adopting the Initiative that includes this Development Agreement, and of the Landowner in consenting to this Development Agreement, that any portion of this Development Agreement that can lawfully be implemented be implemented, even if doing so would not permit implementation of the Proposed Development contemplated herein, even if doing so would otherwise appear trivial or inconsequential, and even if the valid portion appears intertwined with the invalidated portion. It is the intent of the parties that if severance is considered, each section, paragraph, phrase, and word of this Development Agreement be interpreted to be complete in itself, and functionally and grammatically separate from each other word.

Section 10.4. Covenants Running with the Land. All of the terms and provisions contained in this Development Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns (including any person or entity acquiring an interest in any portion of the Subject Property or Proposed Development). All of the terms and provisions contained in this Development Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code section 1468.

Section 10.5. Further Acts. Each party shall execute and deliver any and all additional documents and instruments, and perform such further acts, as may be reasonably necessary or proper to achieve the purposes of this Development Agreement.

Section 10.6. Counterparts. This Development Agreement and any and all amendments and supplements to it may be executed in counterparts, each counterpart shall be deemed to be an original document, and all counterparts together shall be construed as one document. This Development 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.

Section 10.7. Execution and Recordation of Development Agreement. Not later than ten (10) days after the later of (a) the Effective Date or (b) the date Landowner provides to City its written notice of acceptance of this Development Agreement, City, by and through its Mayor, shall execute and acknowledge this Development Agreement. Provided Landowner has provided to City its written notice of acceptance of this Development Agreement, in recordable form, the City Clerk shall, within five (5) days of the Mayor's execution of this Development Agreement, cause this Development Agreement to be recorded in the Official Records of Contra Costa County. Landowner shall reimburse City for the costs and disbursements associated with its recordation of this Development Agreement.

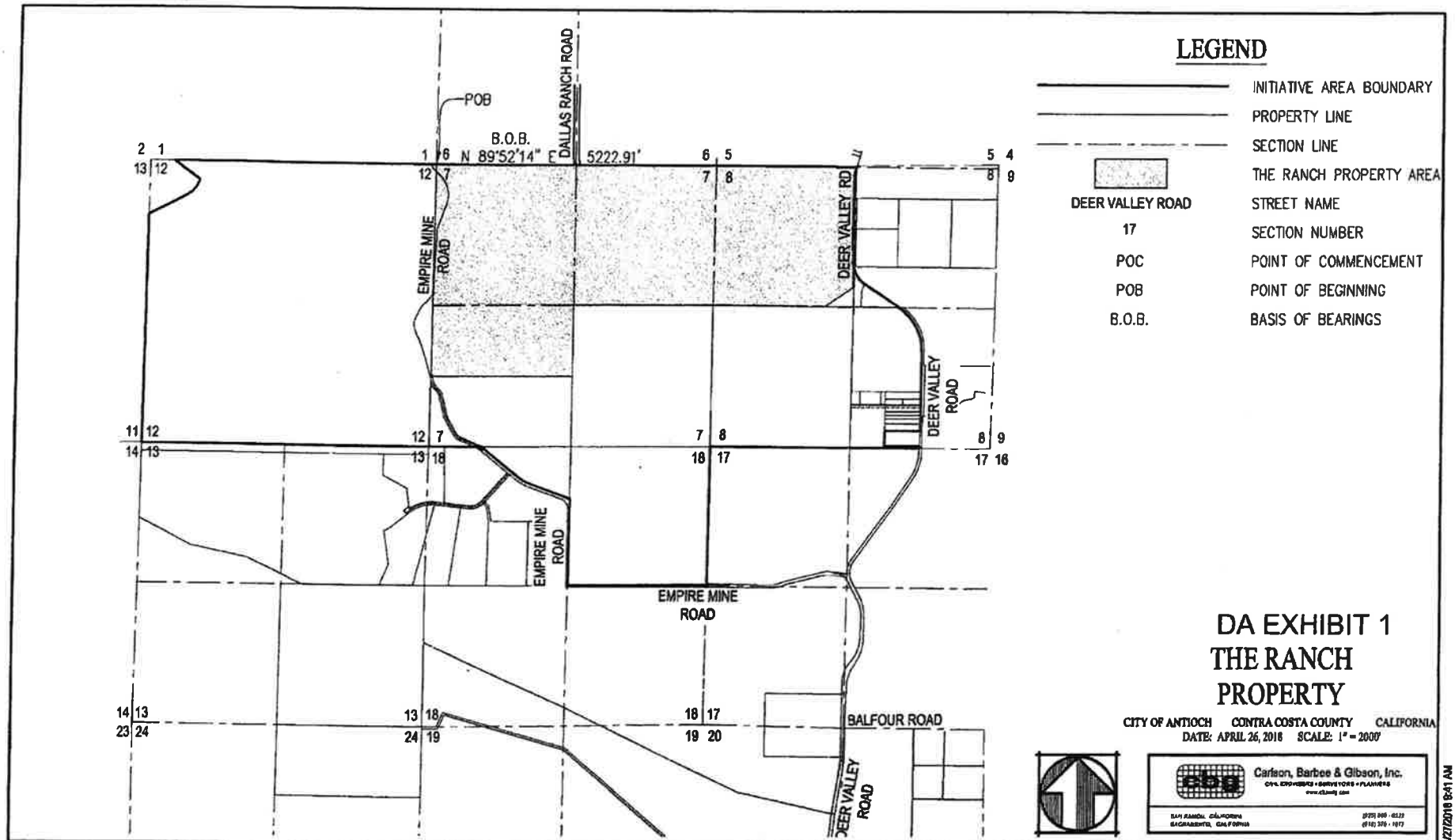
Section 10.8. Cooperation in the Event of Legal Challenge. In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Development Agreement or the procedures leading to its adoption or the issuance of any or all of the Legislative Approvals or Subsequent Approvals, the parties agree to cooperate in defending said action or proceeding. Landowner shall diligently defend any such action or proceeding and shall bear the litigation expenses of defense, including attorneys' fees. City shall retain the sole option to employ independent defense counsel at Landowner's expense. Landowner further agrees to hold City harmless from all claims for recovery of the third party's litigation expenses, including attorneys' fees.

Section 10.9. 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 Legislative 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 Development Agreement.

Section 10.09. Entire Agreement and Exhibits. This Development 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 Development Agreement. No oral statements or prior written matter not specifically incorporated in this Development Agreement shall be of any force and effect. No amendment of, supplement to, or waiver of any obligations under this Development Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Landowner. The following exhibits are attached to this Development Agreement and incorporated as though set forth in full for all purposes: The following exhibits are attached to this Development Agreement and incorporated herein as though set forth in full for all purposes:

DA Exhibit 1 (Map of the Subject Property)

DA Exhibit 2 (Legal Description of the Subject Property)



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4/27/2018 8:41 AM

APRIL 26, 2018
JOB NO.: 1133-020

DA EXHIBIT 2
LEGAL DESCRIPTION
THE RANCH (10982 OR 441)
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 THAT PROPERTY DESCRIBED IN THE GRANT DEED TO THE LEONARDA
A. COWAN TRUST OF 1982, RECORDED OCTOBER 26, 1982, IN BOOK 10982 OF
OFFICIAL RECORDS AT PAGE 441, IN THE OFFICE OF THE COUNTY RECORDER OF
CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 1 AND 12, T1N, R1E AND
SECTIONS 6 AND 7, T1N, R2E, MDB&M AND THE SOUTHWEST CORNER OF
SUBDIVISION 7377, 'DALLAS RANCH 7', FILED FOR RECORD NOVEMBER 22,
1996, IN BOOK 390 OF MAPS AT PAGE 1, IN SAID OFFICE OF THE COUNTY
RECORDER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID
SECTION 7, NORTH 89°52'14" EAST 5,222.90 FEET, TO THE CORNER COMMON TO
SECTIONS 5, 6, 7, AND 8, T1N, R2E, MDB&M, SAID CORNER ALSO BEING THE
SOUTHWEST CORNER OF SUBDIVISIONS 8312, 'DIABLO WEST- UNIT 7', FILED
FOR RECORD OCTOBER 14, 1999, IN BOOK 416 OF MAPS AT PAGE 23, IN SAID
OFFICE OF THE COUNTY RECORDER;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE SOUTHERLY LINE OF SAID
SUBDIVISION 8312 (416 M 23) THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 89°28'20" EAST 1,311.19 FEET,
- 2) NORTH 89°40'03" EAST 928.91 FEET,
- 3) SOUTH 65°02'27" EAST 33.72 FEET,
- 4) SOUTH 89°28'20" EAST 363.60 FEET, TO THE WESTERLY LINE OF DEER
VALLEY ROAD;

THENCE, ALONG SAID WESTERLY LINE, AND THE WESTERLY LINE OF SNODGRASS
LANE, THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 1,408.00 FOOT RADIUS CURVE TO THE
LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 72°57'20"
EAST, THROUGH A CENTRAL ANGLE OF 07°12'24", AN ARC DISTANCE OF
177.10 FEET,
- 2) SOUTH 00°35'57" WEST 1,335.56 FEET,

LEGAL DESCRIPTION
PAGE 2 OF 2

April 26, 2018
JOB NO.: 1133-000

3) ALONG THE ARC OF A NON-TANGENT 1,458.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 80°38'00" EAST, THROUGH A CENTRAL ANGLE OF 03°08'39", AN ARC DISTANCE OF 80.01 FEET,

4) SOUTH 00°35'57" WEST 688.21 FEET, TO THE SOUTHERLY LINE OF SAID COWAN TRUST PARCEL (10982 OR 441);

THENCE, ALONG SAID SOUTHERLY LINE, AND THE WESTERLY LINE OF SAID COWAN TRUST PARCEL THE FOLLOWING SIX (6) COURSES:

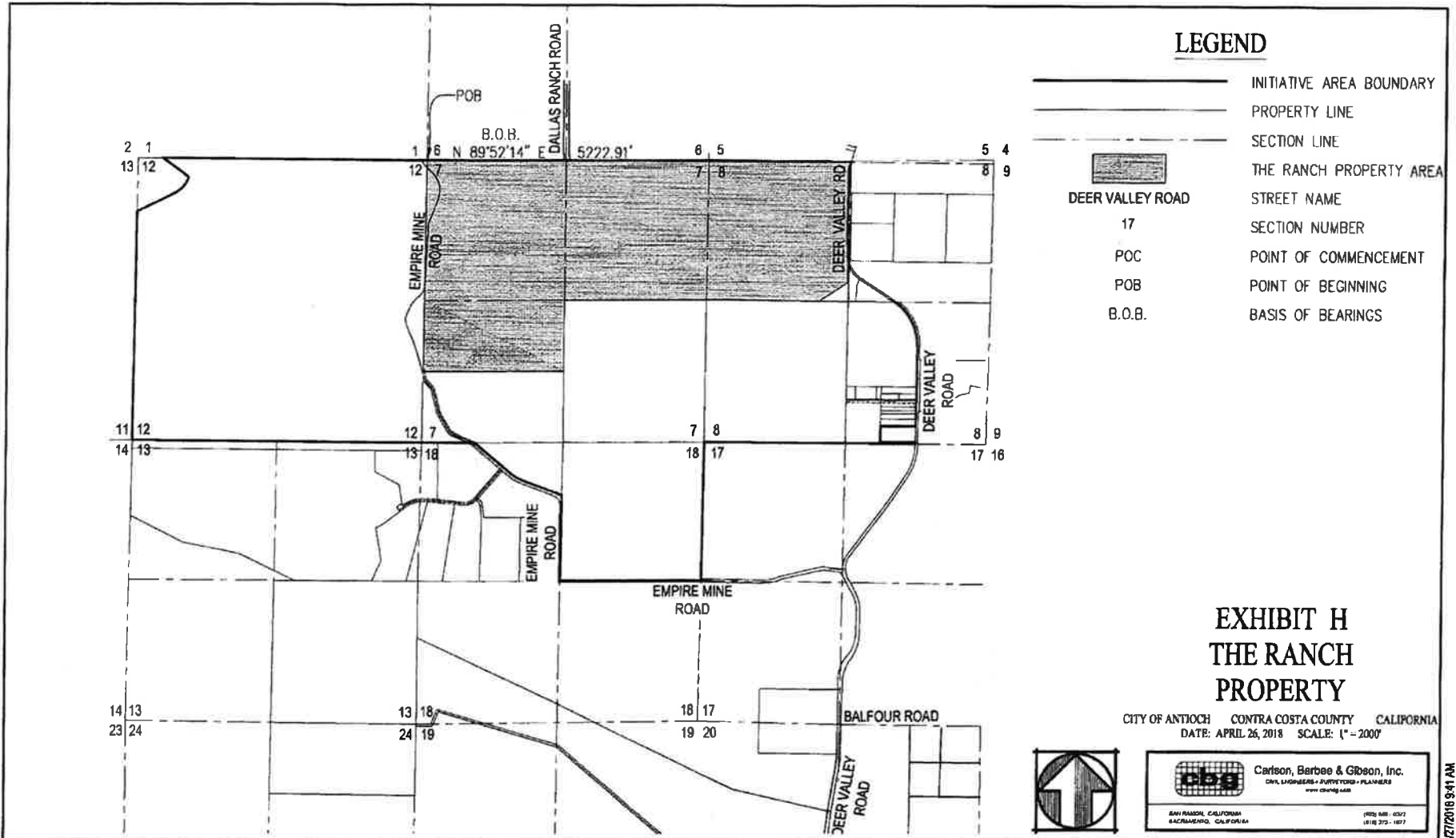
- 1) SOUTH 56°17'50" WEST 625.56 FEET,
- 2) NORTH 89°26'41" WEST 2092.30 FEET,
- 3) NORTH 89°35'26" WEST 2628.97 FEET,
- 4) SOUTH 00°11'22" WEST 1326.34 FEET,
- 5) SOUTH 89°38'55" WEST 2608.11 FEET,
- 6) NORTH 00°38'08" EAST 3794.62 FEET, TO SAID POINT OF BEGINNING.

CONTAINING 550.46 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION



Joel Garcia
JOEL GARCIA, P.L.S.
L.S. NO. 5285
04-26-2018



Q:\1133\ACAD\1133-020\ACAD\EXHIBITS\INITIATIVE EXHIBITS\H - 1133-20_THE RANCH PROPERTY AREA.DWG

4/27/2018 9:41 AM

APRIL 26, 2018
JOB NO.: 1133-020

EXHIBIT 'I'
LEGAL DESCRIPTION
THE RANCH (10982 OR 441)
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 THAT PROPERTY DESCRIBED IN THE GRANT DEED TO THE LEONARDA A. COWAN TRUST OF 1982, RECORDED OCTOBER 26, 1982, IN BOOK 10982 OF OFFICIAL RECORDS AT PAGE 441, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 1 AND 12, T1N, R1E AND SECTIONS 6 AND 7, T1N, R2E, MDB&M AND THE SOUTHWEST CORNER OF SUBDIVISION 7377, 'DALLAS RANCH 7', FILED FOR RECORD NOVEMBER 22, 1996, IN BOOK 390 OF MAPS AT PAGE 1, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID SECTION 7, NORTH 89°52'14" EAST 5,222.90 FEET, TO THE CORNER COMMON TO SECTIONS 5, 6, 7, AND 8, T1N, R2E, MDB&M, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SUBDIVISIONS 8312, 'DIABLO WEST- UNIT 7', FILED FOR RECORD OCTOBER 14, 1999, IN BOOK 416 OF MAPS AT PAGE 23, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, LEAVING SAID SECTION CORNER, ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 8312 (416 M 23) THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 89°28'20" EAST 1,311.19 FEET,
- 2) NORTH 89°40'03" EAST 928.91 FEET,
- 3) SOUTH 65°02'27" EAST 33.72 FEET,
- 4) SOUTH 89°28'20" EAST 363.60 FEET, TO THE WESTERLY LINE OF DEER VALLEY ROAD;

THENCE, ALONG SAID WESTERLY LINE, AND THE WESTERLY LINE OF SNODGRASS LANE, THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 1,408.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 72°57'20" EAST, THROUGH A CENTRAL ANGLE OF 07°12'24", AN ARC DISTANCE OF 177.10 FEET,
- 2) SOUTH 00°35'57" WEST 1,335.56 FEET,

LEGAL DESCRIPTION
PAGE 2 OF 2

April 26, 2018
JOB NO.: 1133-000


- 3) ALONG THE ARC OF A NON-TANGENT 1,458.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 80°38'00" EAST, THROUGH A CENTRAL ANGLE OF 03°08'39", AN ARC DISTANCE OF 80.01 FEET,
- 4) SOUTH 00°35'57" WEST 688.21 FEET, TO THE SOUTHERLY LINE OF SAID COWAN TRUST PARCEL (10982 OR 441);

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- 4) SOUTH 00°11'22" WEST 1326.34 FEET,
- 5) SOUTH 89°38'55" WEST 2608.11 FEET,
- 6) NORTH 00°38'08" EAST 3794.62 FEET, TO SAID POINT OF BEGINNING.

CONTAINING 550.46 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION


EL GARCIA, P.L.S.
L.S. NO. 5285

04-26-2018

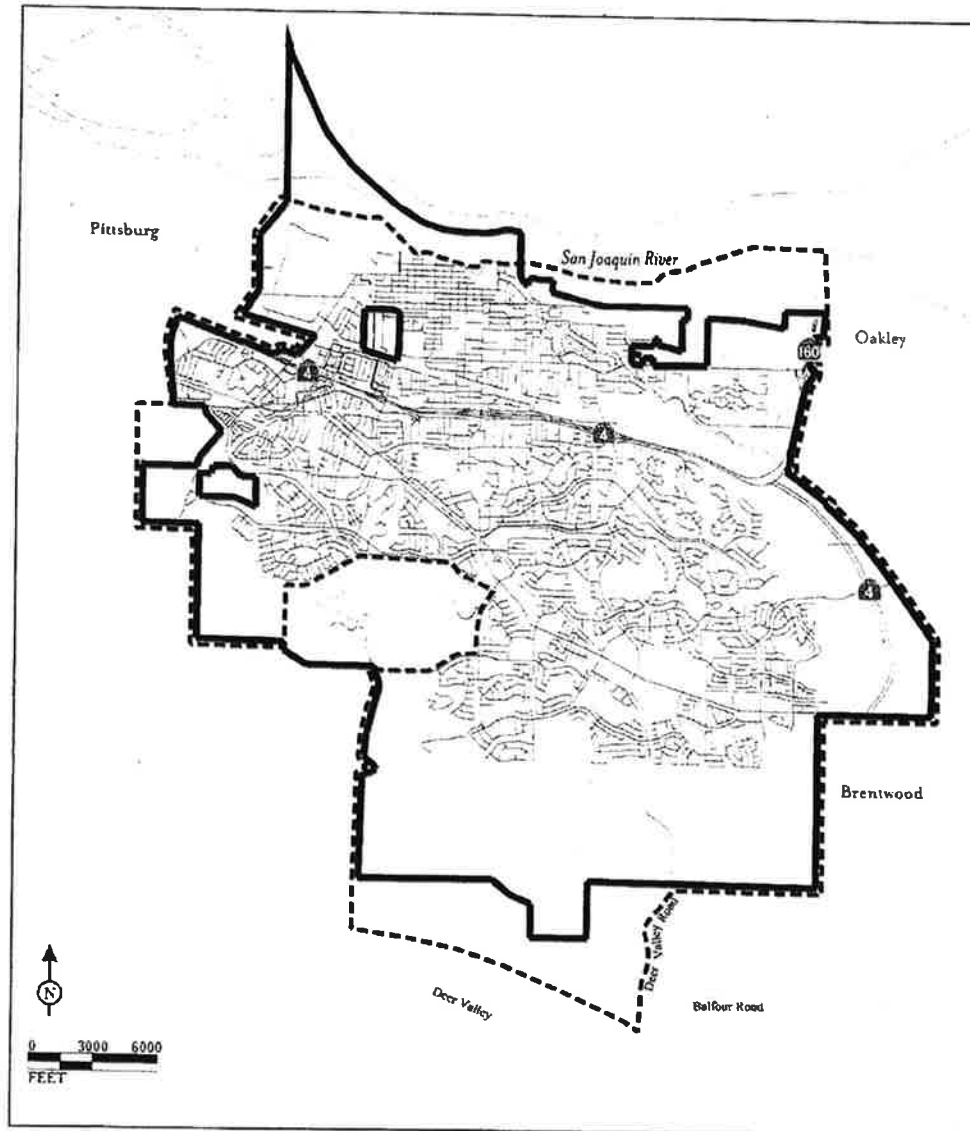






Figure 4.12

-  ROADS
-  CITY BOUNDARY
-  VOTER APPROVED URBAN LIMIT LINE
-  WATER BODIES

Voter Approved Urban Limit Line

EXHIBIT J FIGURE 4.12 VOTER APPROVED URBAN LIMIT LINE

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
DATE: APRIL 26, 2018



EXHIBIT K

ARTICLE 42: WEST SAND CREEK PLANNED DEVELOPMENT DISTRICT

§ 9-5.4201 Purpose.

- A. The West Sand Creek Master Plan District ("West Sand Creek" or "WSC District") was enacted by the "West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative" to implement the General Plan's stated vision for the development of the land in the Sand Creek Focus Area west of Deer Valley Road inside the existing boundaries of the voter-approved Urban Limit Line ("ULL"). In particular, the West Sand Creek District zoning standards apply to the Limited Development Area established by the Initiative.
- B. The West Sand Creek District provides flexible development standards designed to ensure the development of the District as a master planned community. The WSC District shall be defined principally by single-family residential of various lot sizes on flatter areas on either side of Sand Creek, within the Limited Development Area, along with natural and recreational open spaces. The development standards applicable to the WSC District are provided below.
- C. Notwithstanding any other provision of the Antioch Municipal Code ("Municipal Code"), and to ensure that development within the WSC District is subject to express, objective standards that cannot be changed through subsequent discretionary actions or interpretations without the consent of the landowner pursuant to the provisions of the Initiative, the West Sand Creek District shall be and is deemed a new zoning district that exists independent of other zoning requirements, including the balance of Title 9. Land regulated by the WSC District shall not be subject to any other provision of the Municipal Code that purports to regulate or guide land use or zoning, except those contained in this Article 42.
- D. No development shall occur within the West Sand Creek District unless it is consistent with the Initiative and this Article 42. If an application is presented for development that is consistent with the Initiative, this Article 42, and objective grading and building standards of Title 8 of the Municipal Code that are applicable to all development in the City of Antioch, then the application shall be ministerially granted. Certificates of occupancy shall also issue ministerially provided only that construction conforms to City-wide building and grading requirements for issuance of such certificates, and to the regulations of WSC District. With the exception of subdivision maps and architectural design review, no additional approvals or entitlements, including but not limited to departmental review approval, conditional use permit, land use permit, minor use permit, any approval of requirement of the growth management ordinance, development plan, planned development, variance, zoning clearance, minor use permit, or any other review or entitlement purporting to regulate or guide land use or zoning shall be required by the City to develop the project described in such application unless otherwise specified in the tables of permitted uses below.

§ 9-5.4202 Residential Uses

A. Single-Family Low-Density

1. Purpose and application

(a) LD-1 Single-family Executive Lot Type 1

This designation is for low-density large lots with a minimum lot size of 8,000 s.f., on a combination of graded, partially graded, or sloping lots.

EXHIBIT K

(b) LD-2 Single-Family Conventional Lot Type 2

This designation is for low-density lots, with an average lot size of 7,000 s.f. and minimum lot size of 5,000 s.f.

(c) LD-3 Single-Family Conventional Lot Type 3

This designation is for low-density conventional lots, with an average lot size of 7,000 s.f. and minimum lot size of 5,000 s.f. A row of a minimum 8,000 s.f. lots is required on land that abuts single-family development that exists to the north of the Initiative Area as of the Effective Date of the Initiative.

2. Property development standards

	LD-1 Executive Lot Type 1	LD-2 Conventional Lot Type 2	LD-3 Conventional Lot Type 3
Minimum lot area in s.f.	8,000	5,000	5,000/8,000 ¹
Average net lot area in s.f.	10,000	7,000	7,000
Maximum lot coverage (1/2 story) ⁴	55/45%	55/50%	55/50%
MINIMUM LOT DIMENSIONS			
Lot width (interior/corner)	65'/70'	50'/55'	50'/55'
Lot depth	100'	90'	90'/130' ²
MINIMUM SETBACKS FROM PROPERTY LINE⁵			
Living area at front	15'	15'	15'
Porch at front	10'	10'	10'
Porch at alley/private drive	n/a	n/a	n/a
Garages at front	18'	18'	18'
Side-on garage at front	12'	12'	n/a
Garage at alley/rear (max)	n/a	n/a	n/a
Interior side yard/corner	5'/10'	5'/10'	5'/10'
Rear	20'	20'	20'/35' ³
MAXIMUM BUILDING HEIGHTS			
Main building	40'	35'	35'
Detached garage	24'	24'	24'

Footnotes:

1. Lots that abut the north property line in LD-3 shall be a minimum of 8,000 s.f. in lot area.
2. Lots that abut the north property line in LD-3 shall have a minimum lot depth of 130', except in a side-on lot condition.
3. Lots that abut the north property line in LD-3 shall have a rear yard setback of 35'.
4. Maximum Lot Coverage is defined as the gross first floor living plus garage area divided by the lot area and does not include covered patio/porches.
5. Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Code Section 9-5.801.

EXHIBIT K

3. Permitted uses

	Single-family LD 1, 2, 3
Day care (§§9-5.3817 and 9-5.3818)	P
Home occupations	P
Second residential unit	A
Single-family dwelling	P
Private residential community amenity (community center, fitness center/pool)	P
Public safety facility	U
Public use-Fire, police, library, other civic building	U
Satellite antenna	P
School, public or private	U
Open space	P
Parks and park facilities, public and private	P
Trail/Trailhead facilities	P
Community Garden	P
Storm Drainage facilities	P
Resource protection / restoration	P
Communication facility	U
Model home complex	A
Removal of earth (§§9-5.3822)	A
Sales, leasing office and trailers	A
Temporary construction building and uses (§§ 9-5.3821)	A

P – Permitted U – Use Permit required A – Administrative Permit required

B. Single-Family Medium-Density

1. Purpose and application

(a) MD-1 Single-family Standard Lot Type 1

This designation is for medium-density lots in a standard configuration, i.e.; house entry and garage accessed from street in the front. Average lot size is approximately 4,500 s.f.

(b) MD-2 Single-family Greencourt Lot Type 2

This designation is for medium-density lots in a courtyard configuration, i.e.; house entry is located from a greencourt common area in the front and the garage is accessed from alley in the rear. Average lot size is approximately 4,200 s.f.

(c) MD-3 Single-family Motor-court Lot Type 3

This designation is for medium-density lots in a clustered motor-court configuration, i.e.; house entry and garage accessed from a private street in the shape of the letter "T". Average lot size is approximately 4,200 s.f.

(d) MD-4 Single-family Private Lane Lot Type 4

EXHIBIT K

This designation is for medium-density lots in a cluster configuration around a private lane. The unit entry and garages are oriented to the front of the lot. Average lot size is approximately 4,200 s.f.

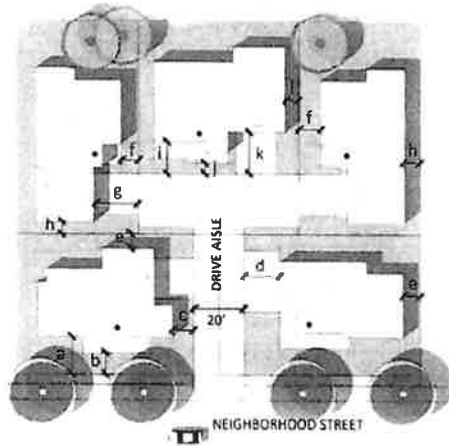
2. Property development standards

	MD-1 Standard Lot Type 1	MD-2 Greencourt Lot Type 2	MD-3 T-Court Lot Type 3	MD-4 Private Lane Type 4
Minimum lot area in s.f. ¹	4,000	4,000	4,000	4,000
Average lot area in s.f.	4,500	4,200	4,200	4,200
Maximum lot coverage ²	55%	55%	55%	55%
MINIMUM LOT DIMENSIONS				
Lot width (interior/corner)	45'/50'	40'/45'	See Figure 1	See Figure 2
Lot depth	90'	90'		
MINIMUM SETBACKS FROM PROPERTY LINE ³				
Living area at front	15'	10'	See Figure 1	See Figure 2
Porch at front	10'	5'		
Porch at alley/private drive	n/a	5'		
Garages at front	18'	n/a		
Side-on garage at front	n/a	n/a		
Garage at alley/rear (max)	n/a	4'		
Interior/corner side yard	4'/8'	4'/8'		
Rear	15'	10'		
MAXIMUM BUILDING HEIGHTS				
Main building	35'	35'	35'	35'
Detached garage	n/a	24'	n/a	n/a

Footnotes:

1. Lot Area is defined as the total area of a fee simple residential lot for a single-family dwelling unit and may include easements for common area access.
2. Maximum Lot Coverage is defined as the gross first floor living plus garage area divided by the lot area and does not include covered patio/porches.
3. Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Code Section 9-5.801.

EXHIBIT K



*Setback distance measured from the edge of the drive aisle.

Figure 1: MD-3 Motor-court Lot Standards

*Setback distance measured from the edge of the drive aisle.

MD-3 Motor-court Lots Development Standards

LOT DIMENSIONS

Refer to Figure 1 for minimum lot dimensions

SETBACKS

Streetside Lots

(a) Front, living space	12' min.
(b) Front, porch	8' min.
(c) Drive aisle side, living space*	5' min.
(d) Drive aisle side, garage*	18' min.
(e) Side/rear	5'/10' min.

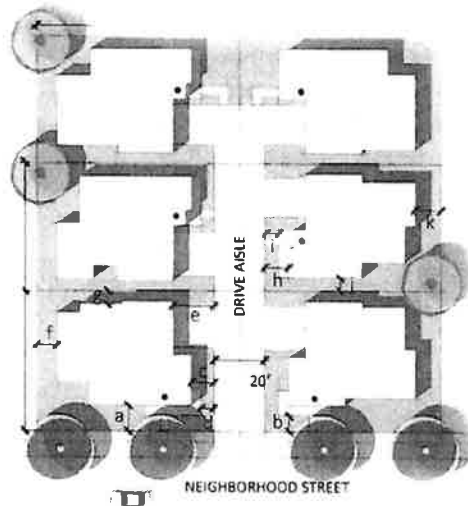
Rear Corner Lots

(f) Front, living space & porch	8' min.
(g) Front, garage	18' min.
(h) Side/rear	5'/10' min.

Rear Center Lot

(i) Front, living space*	8' min.
(j) Front, porch*	5' min.
(k) Front, garage*	18' min.
(l) Side/rear	6' min.

HEIGHT	35' max.
---------------	----------



MD-4 Private Lane Lots Development Standards

LOT DIMENSIONS

Refer to Figure 2 for minimum lot dimensions

SETBACKS

Streetside Lots

(a) Front, living space	10' min.
(b) Front, porch	5' min.
(c) Drive aisle side, living space*	6' min.
(d) Drive aisle side, porch*	5' min.
(e) Drive aisle side, garage*	18' min.
(f) Side	10' min.
(g) Rear	5' min.

Internal lots

(h) Front, living space*	5' min.
(i) Front, porch*	5' min.
(j) Side	5' min.
(k) Rear	10' min.

HEIGHT	35' max.
---------------	----------

EXHIBIT K

3. Permitted uses

	Single Family MD 1,2, 3,4
Day care (§9-5.3817 and 9-5.3818)	P
Home occupations	P
Second residential unit	A
Single-family dwelling	P
Private residential community amenity (community center, fitness center/pool)	P
Public safety facility	U
Public use-Fire, police, library, other civic building	U
Satellite antenna	P
School, public or private	U
Open space	P
Parks and park facilities, public and private	P
Trail/Trailhead facilities	P
Community Garden	P
Storm Drainage facilities	P
Resource protection / restoration	P
Communication facility	U
Model home complex	A
Removal of earth (§§9-5.3822)	A
Sales, leasing office and trailers	A
Temporary construction building and uses (§§ 9-5.3821)	A

P – Permitted U – Use Permit required A – Administrative Permit required

C. Age Restricted

1. Purpose and application

(a) AR Single-family Age-Restricted Lot Type

This designation is for lots ranging in size from approximately 4,500 to 5,000 s.f. in a neighborhood that is restricted to residents age 55 and older.

EXHIBIT K

2. Property development standards

	AR Age-Restricted
Minimum lot area in s.f.	4,500
Average net lot area in s.f.	5,000
Maximum lot coverage (1/2 story) ¹	60/55%
MINIMUM LOT DIMENSIONS	
Lot width (interior/corner)	45'/50'
Lot depth	90'
MINIMUM SETBACKS FROM PROPERTY LINE²	
Living area at front	15'
Porch at front	10'
Porch at private drive	5'
Garages at front	18'
Side-on garage at front	n/a
Garage at private drive (short apron/full apron) ³	5'/18'
Interior side yard/corner	4'/8'
Rear	15'
MAXIMUM BUILDING HEIGHTS	
Main building	28'
Detached garage	n/a

Footnotes:

1. Maximum Lot Coverage is defined as the gross first floor living plus garage area divided by the lot area and does not include covered patio/porches.
2. Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Code Section 9-5.801.
3. Parking is allowed in driveways with full aprons only with a minimum depth of 18' depth. Parking is prohibited on driveways with short aprons (less than 18').

EXHIBIT K

3. Permitted uses

	Active Adult AA
Day care (§9-5.3817 and 9-5.3818)	U
Home occupations	P
Second residential unit	A
Single-family dwelling	P
Private residential community amenity (community center, fitness center/pool)	P
Public safety facility	U
Public use-Fire, police, library, other civic building	U
Satellite antenna	P
Open space	P
Parks, public and private	P
Trail/Trailhead facilities	P
Community Garden	P
Storm Drainage facilities	P
Resource protection / restoration	P
Communication facility	U
Model home complex	A
Removal of earth (§§9-5.3822)	A
Sales, leasing office and trailers	A
Temporary construction building and uses (§§ 9-5.3821)	A

P - Permitted U - Use Permit required A - Administrative Permit required

EXHIBIT K

§ 9-5.4203 Village Center Uses

A. Commercial Zone Village Center (VC)

1. Purpose and application

The Village Center is intended to be located on the land within the Limited Development Area of The Ranch Property to serve primarily the neighborhood and the immediate community, providing retail goods, food/drug, eating establishments, professional services for daily needs, and other similar commercial uses.

2. Property development standards

	VC Village Center
Maximum floor area ratio (FAR) ¹	0.35
MINIMUM BUILDING SETBACKS	
From Deer Valley Road	10'
From Sand Creek Road	15'
From local street	10'
Interior	0'
MAXIMUM BUILDING HEIGHTS	
Main building	35'
Towers/feature structure	50'
PARKING	
General commercial uses	1 space/285 s.f.
Banks, professional or medical offices	1 space/250 s.f.
General restaurant/lounge or bar including any outdoor seating	1 space/3 seats
Take out only/no seating	1 space per employee on largest shift

Footnote:

1. The maximum non-residential intensity allowed in the Village Center Commercial zone is defined as the floor area ratio (FAR), which is the ratio of total net floor area of a building to the total lot area.

3. Permitted uses

	Village Center VC
Day care (§9-5.3817 and 9-5.3818)	U
Public safety facility	U
Public use-Fire, police, library, other civic building	P
Satellite antenna	A
School, public or private	U
Open space	P
Trail/Trailhead facilities	P
Community Garden	P
Storm Drainage facilities	P
Resource protection / restoration	P
Art/Antique/Artisan store	P
Bakeries—retail	P

EXHIBIT K

Bank and financial services	P
Bar (§ 9-5.3831)	U
Barber & beauty shop	P
Catering services	P
Clothing store	P
Communication facility	P
Confectionary store	P
Day care facility	U
Drive-up window (all uses)	U
Drug store/pharmacy	P
Dry cleaner/laundry- self serve and pick-up	P
Florist shop	P
Convenience store	U
Neighborhood food market	P
Furniture, furnishings and appliance store	P
Gift shop	P
Hardware store	P
Health club/fitness center	P
Hotel/motel	U
Jewelry store	P
Parking lot (commercial) (§ 9-5.3837)	A
Offices- business and professional	P
Offices- medical/dental	P
Pet store, animal grooming, sales	P
Restaurant- general	P
Restaurant- fast food	U
Restaurant- with outdoor food service and seating	P
Restaurant- takeout and delivery	P
Restaurant- with bar and live entertainment	U
Retail- general and specialty	P
Studios- dance/martial arts/yoga	P
Theater	P
Removal of earth (§§9-5.3822)	A
Sales, leasing office and trailers	A
Temporary construction building and uses (§§ 9-5.3821)	A
Outdoor display of merchandise (in conjunction with a non-residential use)	A
Special outdoor events (§§ 9-5.3828 and 9-5.3831)	A
Christmas tree and pumpkin sale lots (§ 9-5.3829)	A

P - Permitted U - Use Permit required A - Administrative Permit required

EXHIBIT K

§ 9-5.4204 Public Uses

A. Public Use Zone (PQ)

1. Purpose and application

This zone is to provide for the establishment of public and quasi-public uses, such as safety facilities, utilities, local government offices/facilities and other similar uses. The intent of this zone is to identify appropriate locations for these uses without impacting, disrupting, or otherwise removing other lands for residential or other uses.

(a) PQ-Fire Station

This designation is to accommodate a future fire station to serve The Ranch and surrounding neighborhoods, in coordination with the Antioch Fire Department.

(b) PQ-Trail Staging Area

This designation is to accommodate a parking lot and regional trail staging area to serve the greater Antioch community.

2. Property development standards

N/A

3. Permitted uses

	Public Use PQ
Public safety facility and other civic building	P
Satellite antenna	A
School, public or private	A
Open space	P
Parks, public and private	P
Trail/Trailhead facilities	P
Community Garden	P
Storm Drainage facilities	P
Resource protection / restoration	P
Parking lot (commercial) (§ 9-5.3837)	U
Removal of earth (§§ 9-5.3822)	A
Temporary construction building and uses (§§ 9-5.3821)	A
Special outdoor events (§§ 9-5.3828 and 9-5.3831)	A
Christmas tree and pumpkin sale lots (§ 9-5.3829)	A

P – Permitted U – Use Permit required A – Administrative Permit required

EXHIBIT K

§ 9-5.4205 Open Space Uses

A. Open Space/Recreation Zones

1. Purpose and application

This category is to provide for the establishment of open space areas to protect natural resources, provide stormwater drainage, to create parks for recreation and community gathering and key landscape areas to provide community enhancement and connectivity.

(a) P-Park

This zone is intended to provide locations for parks. Parks of varying sizes and shapes are provided to meet neighborhood recreation needs, such as informal playing or gathering, strolling, and engaging in active sports. Facilities for private recreation are also provided within the park for the age-restricted community.

(b) OS-Open Space

Open space zoning is applied to the natural resources within the project area, including Sand Creek and its associated seasonal wetlands, swales, marshes, grasslands and other areas of natural vegetation. Stormwater drainage facilities, including detention basins, also occur in the OS zone.

(c) Landscape

This zone is intended to reserve key areas for major landscape corridors to enhance the Project along Deer Valley Road and provide internal connectivity between neighborhoods and parks.

(d) Trails

This zone is intended to provide trails throughout the community to enhance overall mobility and recreation by linking residents to parks, community amenities, and natural open space.

2. Property development standards

N/A

3. Permitted uses

	Open Space OS
Public safety facility	U
Public use-Fire, police, library, other civic building	U
Open space	P
Trail/Trailhead facilities	P
Storm Drainage facilities	P
Resource protection / restoration	P
Removal of earth (§§9-5.3822)	A
Temporary construction building and uses (§§ 9-5.3821)	A
Christmas tree and pumpkin sale lots (§ 9-5.3829)	A

P – Permitted U – Use Permit required A – Administrative Permit required

[illegible]

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
DATE: APRIL 26, 2018



DOI: 10.1002/9781118466396.ch22

4/27/2018 9:23 AM

Legend

- Planning Area
- Sphere of Influence
- City Limits

General Plan Land Use 2017

OPU

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Industrial
- Employment
- Community
- Office
- Public
- Open Space
- Water
- Transportation
- Other

General Plan Land Use 2017

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Industrial
- Employment
- Community
- Office
- Public
- Open Space
- Water
- Transportation
- Other

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
DATE: APRIL 26, 2018



11/27/2018 9:28 AM

Table 4.A - Appropriate Land Use Types

Exhibit N

[illegible]

Table 4.A - Appropriate Land Use Types

Exhibit N

	Estate Residential	Rural Residential, Agriculture, and Open Space	Low Density Residential	Medium Low Density Residential	Medium Density Residential	High Density Residential	Convenience Commercial	Neighborhood/Community Comm.	Regional Commercial	Somerville Road Commercial	SR-4/SP-160	Pontaga Comm.	Marina/Support Services	Rivertown Commercial	"A" Street Commercial/Office	Mixed Use	Neighborhood Medical Facility	Office	Business Park	Eastern Waterfront Business Park	Light Industrial	Rail-Served Industrial	General Industrial	E. Long Tree Employment-Generating Residential TOD	Office TOD	Town Center Mixed Use	Community Retail	Public/Institutional	Open Space
Mobile Homes. Areas of mobile home development typically consist of subdivisions wherein individual mobile homeowners also own their own lots in fee and mobile home parks wherein mobile homeowners rent or lease the space upon which their mobile home is placed. Typically, mobile home subdivisions and parks provide open space and/or recreational amenities for the use of their residents.					✓	✓																							
Group Residential. Activities typically include the use of a dwelling unit as a residence by a group or groups of persons without the provision of medical care, supervision, or medical assistance. Typical uses include boarding houses, convents, and religious retreats.						✓										✓	✓												
Residential Care Facilities. While largely residential in character, residential care facilities are distinguished from other residential use types in that care facilities combine a variety of medical care, supervision, or medical assistance services with housing. State law exempts certain small residential care facilities from local regulation, and can locate anywhere permitted by law.		✓				✓	✓									✓	✓												
Administrative and Professional Offices. Activities typically include, but are not limited to, executive management, administrative, or clerical uses of private firms and public utilities. Additional activities include the provision of advice, design, information, or consultation of a professional nature. Uses typically include, but are not limited, corporate headquarters; branch offices; data storage, financial records, and auditing centers; architect's; lawyer's; insurance sales and claims offices; financial planners; and accountant's offices.							✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓						

Exhibit N

[illegible]

Exhibit N

[illegible]

Table 4.A - Appropriate Land Use Types

Exhibit N

	Estate Residential	Rural Residential, Agriculture, and Open Space	Low Density Residential	Medium Low Density Residential	Medium Density Residential	High Density Residential	Convenience Commercial	Neighborhood/Community Comm.	Regional Commercial	Somerville Road Commercial	SR-4/SR-160	Frontage Comm. Marina/Support Services	Bivertown Commercial	"A" Street Commercial/Office	Mixed Use	Mixed Use Medical Facility	Office	Business Park	Eastern Waterfront Business Park	Light Industrial	Heavy-Served Industrial	General Industrial	E. Lone Tree Employment-Generating Residential TOD	Office TOD	Town Center Mixed Use	Community Retail	Public/Institutional	Open Space
Theaters. Includes structures where the primary use is the exhibition of live or prerecorded theatrical, musical, comedic or other performances. Sale of prepared foods and beverages is permitted ancillary to the primary use.								✓	✓		✓	✓	✓	✓	✓													
Light Manufacturing and Assembly. Activities typically include, but are not limited to, the mechanical or chemical transformation of raw or semi-finished materials or substances into new products, including manufacture of products, assembly of component parts (including required packaging for retail sale), and treatment and fabrication operations. Light manufacturing is conducted wholly within an enclosed building. Light manufacturing activities do not produce odors, noise, vibration, or particulates, which would adversely affect uses within the same structure or on the same site. Also included are watchman's quarters.															✓			✓	✓	✓	✓	✓						
General Manufacturing and Assembly. Activities typically include, but are not limited to, the mechanical or chemical transformation of raw or semi-finished materials or substance into new products, including manufacture of products; assembly of component parts (including required packaging for retail sale); blending of materials such as lubricating oils, plastics, and resins; and treatment and fabrication operations. Uses requiring massive structures outside of buildings such as cranes or conveyor systems, or open-air storage of large quantities of raw or semi-refined materials are also included within this land use type. Also included are watchman's quarters.																					✓	✓						

Table 4.A - Appropriate Land Use Types

Exhibit N

	Estate Residential	Rural Residential, Agriculture, and Open Space	Low Density Residential	Medium Low Density Residential	Medium Density Residential	High Density Residential	Convenience Commercial	Neighborhood/Community Comm.	Regional Commercial	Somerville Road Commercial	SR-4/SR-160 Frontage Comm.	Marina/Support Services	Rivertown Commercial	"A" Street Commercial/Office	Mixed Use	Mixed Use Medical Facility	Office	Business Park	Eastern Waterfront Business Park	Light Industrial	Rail-Served Industrial	General Industrial	E. Lone Tree Employment-Generating	Residential TOD	Office TOD	Town Center Mixed Use	Community Retail	Public/Institutional	Open Space
Research and Development. Activities typically include, but are not limited to, scientific research and theoretical studies and investigations in the natural, physical, or social sciences. Also included is engineering, fabrication, and testing of prototypes developed with the objective of creating marketable end products; and the performance of physical and environmental testing and related activities by or under the supervision of professional scientists and highly trained specialists. Watchman's quarters are included as an ancillary use.															✓	✓		✓	✓	✓	✓	✓							
Operable Vehicle Storage. Activities typically include, but are not limited to the parking and/or storage of operable vehicles. Typical uses include, but are not limited to fleet storage of automobile and trucks, storage lots, and recreational vehicle and boat storage.											✓									✓		✓							
Personal Storage. Activities typically include, but are not limited to storage services and facilities primarily for personal and business effects and household goods with enclosed storage areas having individual access. Typical uses include, but are not limited to mini-warehouses.																			✓	✓		✓							
Storage and Distribution - Light. Activities typically include, but are not limited to, wholesaling, storage, and warehousing services conducted entirely within enclosed buildings. Also included are watchman's quarters.														✓				✓	✓	✓	✓	✓	✓						

Table 4.A - Appropriate Land Use Types

Exhibit N

[illegible]

Table 4.A - Appropriate Land Use Types

Exhibit N

	Estate Residential	Rural Residential, Agriculture, and Open Space	Low Density Residential	Medium Low Density Residential	Medium Density Residential	High Density Residential	Convenience Commercial	Neighborhood/Community Comm.	Regional Commercial	Soamersville Road Commercial	SR-474-160	Frontage Comm.	Marina/Support Services	Rivertown Commercial	"A" Street Commercial/Office	Mixed Use	Mixed Use Medical Facility	Office	Business Park	Eastern Waterfront Business Park	Light Industrial	Rail-Served Industrial	General Industrial	E. Lone Tree Employment-Generating	Residential TOD	Office TOD	Town Center Mixed Use	Community Retail	Public/Institutional	Open Space
Cultural Facilities. Activities typically include, but are not limited to, those performed by public and private museums and art galleries, public and private libraries and observatories.								✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓										✓	
Day Care Centers. Day care centers consist of facilities defined in California Health and Safety Code Section 1596.76, providing day care and supervision for more than 12 children less than 18 years of age for periods of less than 24 hours per day. Also included are facilities for the care and supervision of seniors for periods of less than 24 hours per day.							✓	✓	✓	✓	✓		✓			✓	✓	✓	✓										✓	
Open Space. Activities typically include, but are not limited to, preservation of lands in their natural condition to protect environmental resources or the public health and safety, agriculture, and active or passive recreation. Recreation areas may include recreational structures such as play equipment, but do not generally include structures for human occupancy.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					✓	✓
Religious Assembly. Activities typically include religious services and assembly such as customarily occurs in churches, synagogues, and temples.	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1			✓ 1	✓	✓	✓	✓	✓ 1											✓	
Schools, Public and Private. Typical activities include educational facilities for K-8 students provided by public agencies or private institutions.	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1	✓ 1			✓ 1		✓		✓ 1												✓	

Notes to Table 4.A:

1. Permitted subject to the provisions of Land Use Element policy 4.4.2.2b.

2. Automotive sales are not permitted within areas designated Convenience Commercial, Regional Commercial, or Business Park, except that Automotive sales may be allowed within areas designed Business Park that also have frontage on Auto Center Drive.

Table 4.A - Appropriate Land Use Types

Exhibit N

3. Bars not permitted within areas designated Convenience Commercial.
 4. Automotive uses are limited to sites adjacent to a freeway interchange. Auto sales are not permitted within areas designated Light Industrial or Eastern Waterfront Business Park.
 5. Eating and drinking establishments, as well as Lodging and Visitor Service uses, within the Light Industrial and Eastern Waterfront Business Park designations are limited to sites adjacent to a freeway interchange.
 6. Multi-Family uses are permitted within the Rivertown Commercial designation above the ground floor only.
 7. Administrative and Professional Office and Personal Instruction uses are permitted within the Rivertown Commercial designation above the ground floor only, except along Fourth Street and the area between Fourth Street and Fifth Street, where they may occupy ground floor space.
 8. Funeral Services within the Rivertown Commercial designation are limited to "J" Street, Fourth Street and the area between Fourth Street and Fifth Street.
 9. Auto sales within the Hillcrest Station Focus Area are limited to sites adjacent to the SR-4 and SR-160 freeways.
 10. Limited to locations that are compatible with resource protection needs.
-

EXHIBIT O

Table 4.B – Anticipated Maximum General Plan Build Out in the City of Antioch

Land Uses	Single-Family (Dwelling Units)	Multi-Family (Dwelling Units)	Commercial/ Office (sq.ft.)	Business Park/ Industrial (sq.ft.)
Residential				
Estate Residential	915	-	-	-
Low Density Residential	4,944	-	-	-
Medium Low Density Residential	22,333	-	-	-
Medium Density Residential	831	1,247	-	-
High Density Residential	-	4,817	-	-
Subtotal	29,023	6,064	-	-
Commercial				
Convenience Commercial	-	-	341,449	-
Neighborhood Community Commercial	-	-	4,563,853	-
Office	-	-	2,154,679	-
Subtotal	-	-	7,059,981	-
Industrial				
Business Park	-	-	-	8,647,651
Special				
Mixed Use	-	279	606,885	-
Public Institutional	-	-	-	5,968,350
Open space	-	-	-	-
Subtotal	-	279	606,885	5,968,350
Focus Areas¹				
A Street Interchange Focus Area	124	-	2,110,165	-
East Lone Tree Specific Plan Focus Area	1,100	250	1,135,000	2,152,300
Eastern Waterfront Employment Focus Area	12	248	268,051	13,688,023
Ginocchio Property Focus Area	-	-	-	-
Downtown Specific Plan Focus Area	1,065	1,221	3,927,420	82,019
Roddy Ranch Focus Area	600	100	225,000	-
Hillcrest Station Area Focus Plan	-	2,500	2,500,000	-
Sand Creek Focus Area ²	3,537	433	1,240,000	-
Western Antioch Commercial Focus Area	-	-	8,67,751	4,195,114
Western Gateway Focus Area	-	460	215,216	-
Subtotal	6,439	5,570	20,845,130	15,922,342
TOTAL	35,462	11,912	28,511,966	30,538,343
Population		150,175	¹ Figures indicated represent the maximum permitted development intensity. The actual yield of future development is not guaranteed by the General Plan, but is dependent upon appropriate responses to General Plan policies. The ultimate development yield may be less than the maximums stated in this table.	
Employed Population		84,098		
Total Jobs		107,378		
Retail Jobs		21,476		
Non-Retail Jobs		85,902		
Jobs/Population Ratio		0.72		

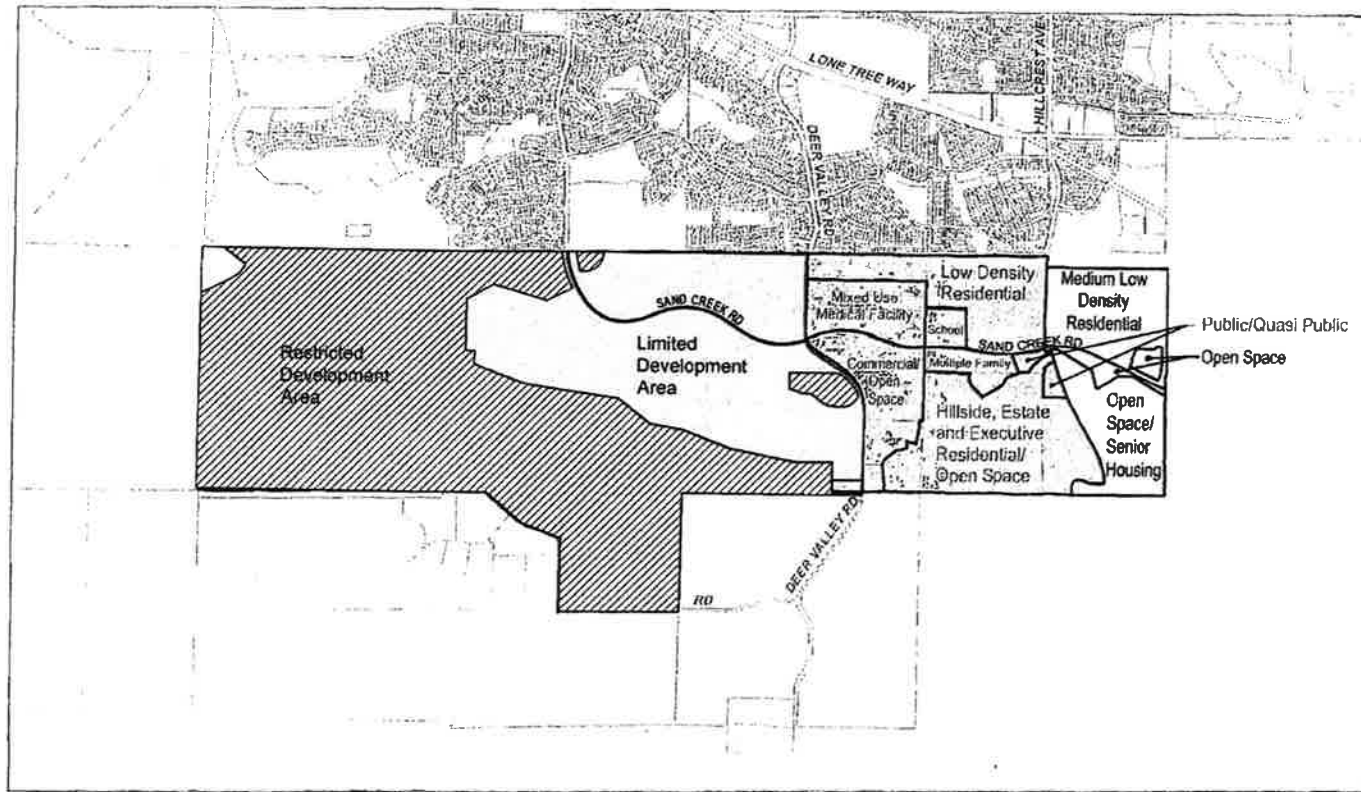
² As amended in 2018 by the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative.

EXHIBIT P

Table 4.D – Anticipated Maximum General Plan Build Out in the General Plan Study Area

Land Uses	Single-Family (Dwelling Units)	Multi-Family (Dwelling Units)	Commercial/ Office (sq.ft.)	Business Park/ Industrial (sq.ft.)
Residential				
Estate Residential	915	-	-	-
Low Density Residential	4,944	-	-	-
Medium Low Density Residential	22,333	-	-	-
Medium Density Residential	831	1,247	-	-
High Density Residential	-	4,817	-	-
Subtotal	29,023	6,064	-	-
Commercial				
Convenience Commercial	-	-	341,449	-
Neighborhood Community Commercial	-	-	4,563,853	-
Office	-	-	7,059,981	-
Subtotal	-	-	11,965,283	-
Industrial				
Business Park	-	-	-	8,647,651
Special				
Mixed Use	-	279	606,885	-
Public Institutional	-	-	-	5,968,350
Open space	-	-	-	-
Subtotal	-	279	606,885	10,655,359
Focus Areas²				
A Street Interchange Focus Area	124	-	2,110,165	-
East Lone Tree Specific Plan Focus Area	1,100	250	1,135,000	2,152,300
Eastern Waterfront Employment Focus Area	12	248	25,000	16,486,808
Ginochio Property Focus Area	400	-	-	-
Downtown Specific Plan Focus Area	1,065	1,221	3,927,420	82,019
Roddy Ranch Focus Area	600	100	225,000	-
Hillcrest Station Area Specific Plan Focus Area	-	2,500	2,500,000	-
Sand Creek Focus Area ⁴	3,357	433	1,240,000	-
Western Antioch Commercial Focus Area	-	358	9,224,280	-
Western Gateway Focus Area	-	460	215,216	-
Subtotal	6,839	5,570	20,845,130	41,984,779
TOTAL	35,862	11,912	33,417,298	41,984,779
Population		151,443	¹ Figures indicated represent the maximum permitted development intensity. The actual yield of future development is not guaranteed by the General Plan, but is dependent upon appropriate responses to General Plan policies. The ultimate development yield may be less than the maximums stated in this table.	
Employed Population		84,808		
Total Jobs		150,804		
Retail Jobs		30,161		
Non-Retail Jobs		120,643		
Jobs/Population Ratio		1.00		

² As amended in 2018 by the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative.



AMENDED LAND USES WEST OF DEER VALLEY ROAD

RESTRICTED DEVELOPMENT AREA:	1,244 AC
LIMITED DEVELOPMENT AREA:	604 AC
TOTAL:	1,848 AC

NOTES:

"LIMITED DEVELOPMENT AREA" OVERLAY LAND USE DESIGNATION HAS THE FOLLOWING BASE LAND USE DESIGNATIONS: "ESTATE RESIDENTIAL", "LOW DENSITY RESIDENTIAL", "MEDIUM LOW DENSITY RESIDENTIAL", "MEDIUM DENSITY RESIDENTIAL", "CONVENIENCE COMMERCIAL", "MIXED USE", "PUBLIC/QUASI PUBLIC", AND "OPEN SPACE".

"RESTRICTED DEVELOPMENT AREA" OVERLAY LAND USE DESIGNATION HAS THE FOLLOWING BASE LAND USE DESIGNATIONS: "RURAL RESIDENTIAL, AGRICULTURAL, OPEN SPACE".

**EXHIBIT Q
AMENDED FIGURE 4.8
SAND CREEK FOCUS AREA**

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
DATE: APRIL 26, 2018



LSA



FIGURE 4.8
(REVISED BY CBG, 4/26/18)

FIGURE 4.8

City of Antioch
General Plan
Sand Creek Focus Area

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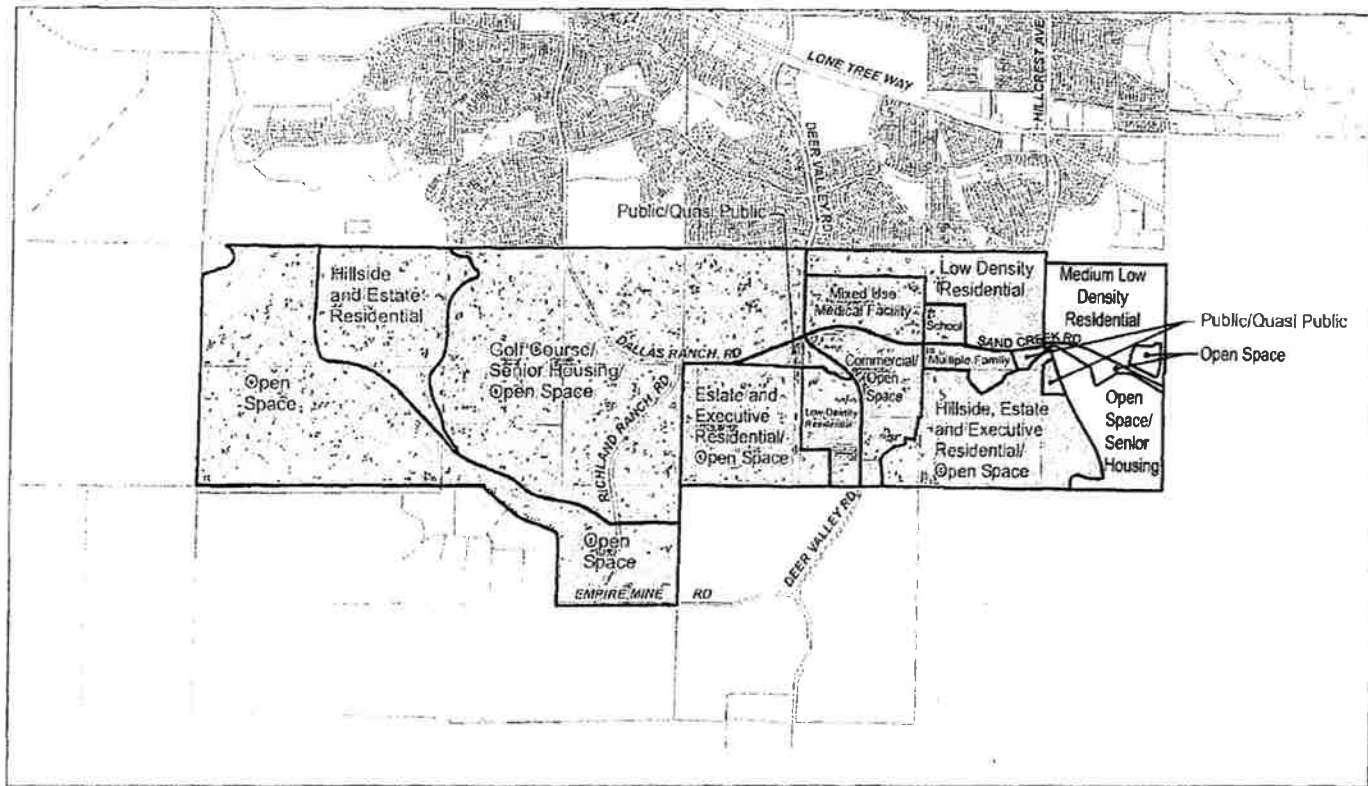


FIGURE 4.8

FIGURE 4.8
(REVISED BY CBG, 11/09/15)

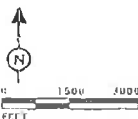
EXHIBIT R EXISTING FIGURE 4.8 SAND CREEK FOCUS AREA

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
DATE: APRIL 26, 2018

City of Antioch
General Plan
Sand Creek Focus Area



LSA



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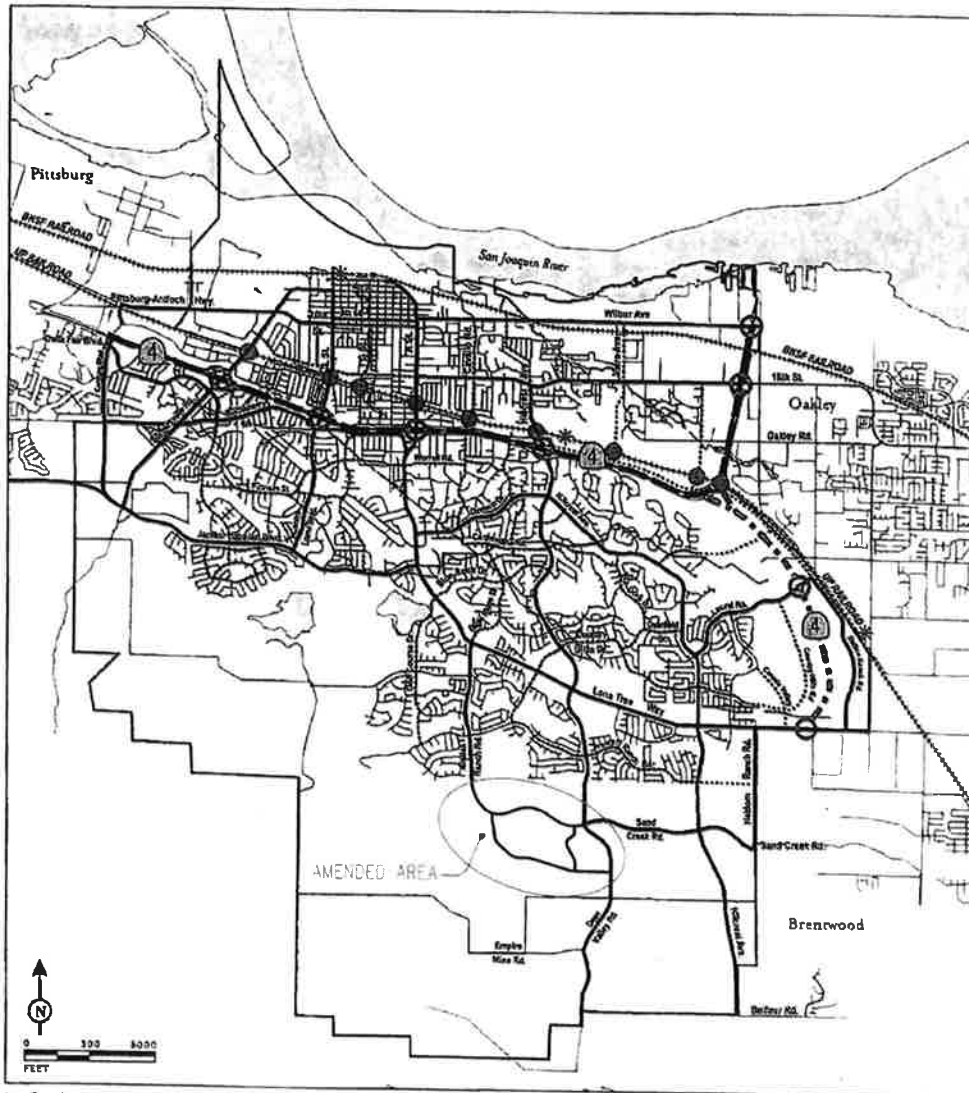


FIGURE 7.1

LSA

- CITY OF ANTIOCH
- PLANNING AREA BOUNDARY

- FREEWAYS
- ARTERIALS
- ARTERIAL (COUPLET)
- MAJOR COLLECTOR
- MAJOR COLLECTOR (COUPLET)
- RAIL
- PROPOSED FREEWAY
- RAILROAD GRADE SEPARATION
- RAIL TRANSIT STATION
- FREEWAY INTERCHANGE

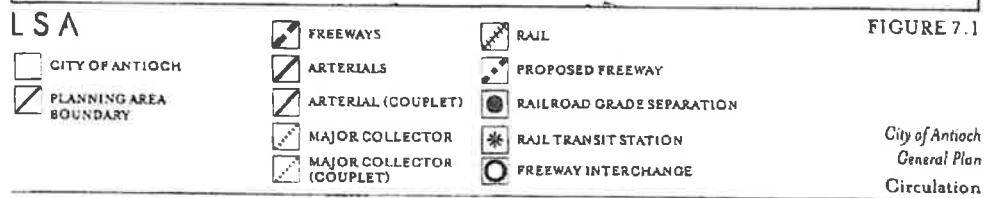
City of Antioch
General Plan
Circulation

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EXHIBIT S AMENDED FIGURE 7.1 CIRCULATION

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
DATE: APRIL 26, 2018





City of Antioch
General Plan
Circulation

EXHIBIT T
EXISTING FIGURE 7.1
CIRCULATION

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 SACRAMENTO, CALIFORNIA

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 (916) 375-1827

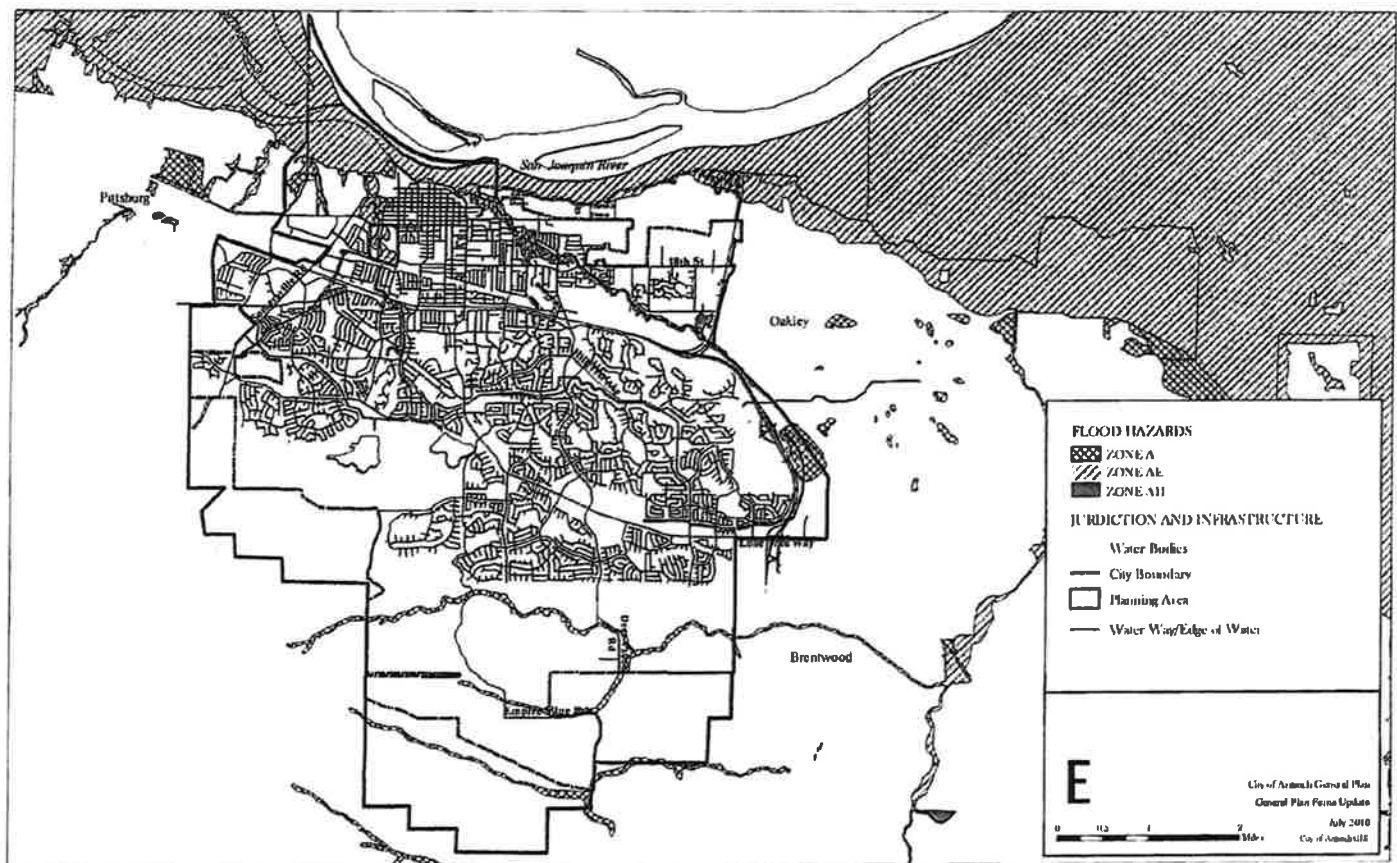


EXHIBIT U

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 4 San Francisco, CA 94105-3493
 5 Telephone: (415) 227-0900
 6 Fax: (415) 227-0770
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 9 CARRIE R. GALLAGHER (SBN: 222522)
 10 1230 Pine Street
 11 St. Helena, CA 94574
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 14 Email: cgallagher@buchalter.com

15 Attorneys for Petitioner and Plaintiff
 16 OAK HILL PARK COMPANY

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 18 **COUNTY OF CONTRA COSTA**

19 OAK HILL PARK COMPANY, a California
 20 corporation,

21 Petitioner and Plaintiff,

22 vs.

23 THE CITY OF ANTIOCH, a municipal
 24 corporation; CITY COUNCIL OF THE CITY
 25 OF ANTIOCH, and DOES 1 through 20,
 26 inclusive,

27 Respondents and Defendants.

28 RICHLAND COMMUNITIES, INC., a
 corporation organized and existing under the
 laws of Florida; RICHLAND PLANNED
 COMMUNITIES, INC., a corporation organized
 and existing under the laws of California; and
 DOES 21-40, inclusive,

Real Parties in Interest.

CASE NO. MSN18-2228

(Code Civ. Proc. §§ 1060, 1085, 1094.5)

Related Case Nos. N18-2228 (Lead case),
 N18-2231, and N18-2232

WRIT OF MANDATE

Action filed: October 18, 2018

1 **TO RESPONDENTS THE CITY OF ANTIOCH AND THE CITY COUNCIL OF THE**
2 **CITY OF ANTIOCH:**

3 Judgment having been entered in this action ordering that a peremptory writ of mandate
4 issue from this Court:

5 1. Respondents City of Antioch and the City Council of the City of Antioch ("City")
6 are hereby COMMANDED to void, repeal, and set aside the City's July 24, 2018 adoption of the
7 Richland Initiative.

8 2. The City shall file a return to this peremptory writ of mandate no later than 60
9 days after the date of service of the executed peremptory writ, informing the Court of the manner
10 in which the City has complied with this writ. This Court shall retain continuing jurisdiction of
11 this matter pending the City's full compliance with this writ.

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14 DATED: December 16, 2019

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HON. EDWARD G. WEIL,
JUDGE OF THE SUPERIOR COURT

NOTICE OF AMENDMENT TO THE ANTIOCH MUNICIPAL CODE

SUMMARY OF ORDINANCE NO. 2146-C-S

**AN INITIATIVE ORDINANCE TO RESTRICT DEVELOPMENT IN PORTIONS OF
THE SAND CREEK AREA, APPROVE A DEVELOPMENT AGREEMENT FOR "THE
RANCH" PROJECT IN THAT AREA, AND ALLOW AMENDMENT OF THE
URBAN LIMIT LINE BY VOTER APPROVAL ONLY**

Ordinance No. 2146-C-S was adopted by the City Council of the City of Antioch on July 24, 2018, by the following vote: AYES: Council Members Wilson, Thorpe, Tiscareno, Ogorchock and Mayor Wright; NOES: None.

Following is a summary of major highlights of the ordinance; a reading of the entire ordinance may be necessary to obtain a full understanding of all changes proposed. A certified copy of the full text of the ordinance is posted and may be read in the City Clerk's Office, City Hall, 200 H Street, Antioch, California (925-779-7009). Information on the ordinance may also be found at <http://www.ci.antioch.ca.us/citygov/agendas/default.asp>.

* * * * *

The Ordinance amends the Antioch General Plan to establish two overlay land use designations-a 1,244-acre "Restricted Development Area" and a 608-acre "Limited Development Area"- on 1,852 acres of land in the Sand Creek Focus Area west of Deer Valley Road ("Initiative Area"). The Ordinance restricts development on the hillier and more environmentally-sensitive lands in the Restricted Development Area and allows limited development within the Limited Development Area. Overall, approximately 67% of land within the area would be preserved as open space.

The General Plan currently allows up to 4,000 dwelling units in the Sand Creek Focus Area, approximately 2,000 of which could be located west of Deer Valley Road. The Ordinance maintains the maximum number of allowed units, but west of Deer Valley Road such units would only be allowed in the Limited Development Area and not in the Restricted Development Area. The Ordinance would allow the General Plan's existing permissible residential land use densities, which are protected by the Ordinance, to be transferred between lands within the Limited Development Area.

Within the Restricted Development Area, the base land use designation is changed to "Rural Residential, Agriculture, Open Space" to allow only certain uses such as single-family homes, uses secondary to residences, rental of rooms to lodgers in residences not exceeding four occupants, agricultural and agriculturally related uses, low-intensity recreational uses, and certain governmental, institutional, and non-profit uses. Uses that would detrimentally affect wetlands, stream corridors, grasslands, and wildlife would not be allowed. Development, agricultural activities, and grading is also prohibited on certain slopes of 20% or more. A minimum parcel size of 80 acres is established for the Restricted Development Area.

Within the Limited Development Area, the base land use designations are changed to "Estate Residential," "Low Density Residential," "Medium Low Density Residential," "Medium Density Residential," "Convenience Commercial," "Mixed Use," "Public/Quasi Public," and "Open Space." These designations would allow a range of single-family housing types, including executive estate housing, age-restricted housing for seniors, single-family housing for families or seniors, as well as commercial uses, public and quasi-public uses, and open space, parks, and trails.

The Ordinance also allows development of the project commonly known as "The Ranch" on approximately 311.7 acres of land within the Limited Development Area. The Ranch is a master planned residential community that would include up to 1,177 single-family residential dwellings, donate land for fire protection facilities and services, provide transportation improvements, fund additional police services, donate at least \$1,000,000 to fund sports and performing arts facilities at Deer Valley High School, and protect approximately 44% of the approximately 551.5-acre project site for parks, open space, and trails.

Separately, the Ordinance amends the General Plan to ensure that only Antioch voters may amend the Urban Limit Line.

This summary was prepared by the City Attorney.

ARNE SIMONSEN, CMC, CITY CLERK

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 24, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Cole Huber LLP

APPROVED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Adoption of Amended Minutes for the August 28, 2018 Regular City Council Meeting to Reflect the Adoption of Resolution No. 2018/156, Concerning Agenda Item No. 5, the "Let Antioch Voters Decide" Initiative

RECOMMENDED ACTION

It is recommended that the City Council adopt the amended minutes for the August 28, 2018 regular City Council meeting to reflect the adoption of Resolution No. 2018/156, concerning agenda item No. 5, the "Let Antioch Voters Decide" Initiative.

FISCAL IMPACT

There is no fiscal impact associated with the proposed action.

DISCUSSION

For the same reasons as will be explained for agenda item No. 9, this action does not affect the validity of Measure T, as approved by City voters on November 3, 2020. This agenda item is before the City Council only as part of a package of actions necessary to ensure compliance with the directive of the Contra Costa Superior Court in the LAVD Initiative litigation.

On August 28, 2018, following a staff report by former Interim City Attorney Derek Cole, the City Council considered whether to adopt the "Let Antioch Voters Decide" Initiative or to call an election concerning that proposed measure. The City Council chose the former action, approving the initiative in lieu of calling an election. This matter was considered as agenda item number 5 of the August 28, 2018 meeting.

The staff report prepared for agenda item No. 5 included a draft resolution for the City Council to approve if it chose to adopt the initiative ("**Attachment A**"). The minutes reflect that the City Council took action on this agenda item "to adopt the Initiative/Ordinance, without alteration." The minutes do not expressly reference that the City Council adopted the resolution that was offered to approve the measure. But that was the intended action and is consistent with the procedure the City Council followed on July 24, 2020, in approving the "Ranch" Initiative.

To ensure an accurate record of the City Council's official action on August 28, 2018, amended minutes are being presented for that meeting ("**Attachment B**"). These will reflect that the resolution approving the LAVD Initiative was the action taken for agenda item No. 5. The resolution will be designated as "Resolution No. 2018/156." (The last resolution approved in 2018 was number 155; the number 156 is being given to this resolution to avoid a duplicate chronological number being issued.)

If the City Council takes this action, the annotated agenda for the August 28, 2018 meeting will be amended as provided in "**Attachment C**". The Resolution will then formally be recognized as having been issued as "Resolution No. 2018/156" ("**Attachment D**").

The purpose for this clerical and corrective action is to facilitate the action the City Council is requested to take as to Item No. 9 on the November 24, 2020 agenda. As the staff report for that separate item will explain, the City Council will need to formally rescind Resolution No. 2018/156 to comply with the Writ of Mandate Issued in the LAVD Initiative litigation. A properly designated number for the resolution reflecting the 2018 approval of that initiative is necessary to ensure a clear record of the action the City Council will be rescinding.

ATTACHMENTS


- A. Staff Report for August 28, 2018 Regular City Council agenda item No. 5
- B. Amended minutes for August 28, 2018 regular City Council meeting
- C. Meeting amended annotated agenda for August 28, 2018 regular City Council meeting
- D. City Council Resolution No. 2018/156 (Executed)



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 28, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek P. Cole, Interim City Attorney 

SUBJECT: Action to be Taken Regarding "Initiative to Change General Plan Designations Within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line"

RECOMMENDED ACTION

It is recommended that the City Council take one of the following actions concerning the Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line:

- A) Adopt the ordinance, without alteration; or
- B) Submit the ordinance, without alteration, to the voters.

STRATEGIC PURPOSE

The proposed action is consistent with Strategy N-1, Effectively and efficiently provide legal services in support of the City's policies, procedures and initiatives.

FISCAL IMPACT

If the Council calls an election on this initiative, the estimated County cost for this item would be incurred in 2020. At this time, information concerning the cost of the County's administration of this election in the March 2020 General Election is not available.

If the Council chooses to adopt this initiative as presented, the restrictions it would impose on the development of the Sand Creek Focus Area could have revenue implications due to the loss of the anticipated development in that area. This information was addressed in the report submitted to the City Council at its August 21, 2018 special meeting.

BACKGROUND

On July 3, 2018, the Contra Costa County Elections Department certified that the "Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line" has sufficient signatures to qualify for the ballot.

A full copy of this proposed initiative, which the proponents call the "Let the Voters Decide: the Sand Creek Area Protection Initiative," is attached as **Exhibit 1** to this Staff Report.

As part of his official duties concerning the initiative, the City Attorney was required to provide an impartial summary of the purpose and provisions of the initiative. His official summary, which by law was limited to no more than 500 words, reads as follows:

"This proposed initiative amends the Antioch General Plan to limit development in a part of the city known as the Sand Creek Focus Area. Within this area, the initiative seeks to protect Sand Creek and its tributaries, preserve agricultural land, protect open spaces, protect wildlife, preserve scenic views, and encourage enjoyment of nature. The initiative declares that development proposed within the area threatens achievement of these goals.

Presently, the General Plan allows up to 4,000 dwelling units in the Sand Creek Focus Area. The proposed initiative would reduce the allowed number of units to 2,100. Further, the initiative would require that General Plan designations of land within a defined "Initiative Area," composed of all land within the Sand Creek Focus Area west of Deer Valley Road, be changed to "Rural Residential, Agriculture, Open Space." Overall, more than 80% of land within the Initiative Area would be preserved as open space. A minimum parcel size of 80 acres would also be established for Initiative Area land.

With the Initiative Area, the proposed initiative would allow only certain uses. These would include single-family homes, uses secondary to residences (such as in-home occupations and offices), rental of rooms to lodgers in residences not exceeding four occupants, agricultural and agriculturally related uses (such as processing and boarding of animals), low-intensity recreational uses, and certain governmental, institutional, and non-profit uses. Uses that would detrimentally affect wetlands, stream corridors, grasslands, and wildlife would not be allowed. Development, agricultural activities, and grading would also be prohibited on certain slopes of 20% or more.

Within the Initiative Area, only one house with a maximum area of up to 6,000 square feet for residential structures (including accessory buildings) could be built per parcel. Other structures would be limited to maximum floor areas of 10,000 feet. (Certain agricultural structures could be allowed an additional 20,000 feet upon City Council approval.) All buildings on parcels would be required to be located in contiguous areas, as compact as possible, not to exceed two acres. Structures and roads on properties would also need to be located in ways that limit visibility from roads, parks, and public places. Structures also could not be located within 150 feet of any ridgeline or hilltop or where they will project into the view of ridgelines or hilltops from public places.

Structures requiring city approval would require restrictive covenants barring creation of parcels or uses the initiative prohibits.

Separately, the proposed initiative amends the Antioch General Plan to permanently extend the requirement that City voters approve any amendment to the Urban Limit Line. (Presently, the General Plan requires voter approval for any such change only until December 31, 2020.) Approved by initiative in November 2005, the Urban Limit Line establishes a line through the Roddy Ranch and Ginochio properties at the south of the City beyond which only open spaces are allowed."

PREVIOUS ACTIONS CONCERNING THE INITIATIVE

The City Council initially considered the proposed initiative at its July 24, 2018 regular meeting. At that time, the Council received the City Clerk's certificate regarding the sufficiency of the initiative petition and directed Staff to prepare a report concerning the initiative per Elections Code section 9212. The "9212" report was presented to the City Council at a special meeting on August 21, 2018.

REMAINING OPTIONS FOR RESPONDING TO QUALIFICATION OF THE INITIATIVE

Now that the "9212" Report has been received, the City Council must take one of the following actions at the August 28, 2018 meeting (no continuance of this matter is permitted):

1. Adopt the Initiative. The City Council may enact the initiative. (Elec. Code, § 9215(a).) If the Council chooses this option, it must adopt the initiative *exactly as it written*; it cannot make any changes, deletions, or amendments before approving it. Once adopted, the initiative is just as effective as any general plan amendment or ordinance adopted through the usual adoption processes.
2. Call an Election. The Council may also call an election on the initiative. (Elec. Code, § 9215(b).) If the Council chooses this option, the initiative will be placed on the ballot for the General Election on March 3, 2020. (As indicated in a previous staff report, the deadline for placement on the upcoming November 2018 ballot has passed.)

If the Council is prepared to adopt the initiative outright, a resolution to effect this decision is attached as **Exhibit 2.**

If the Council does not wish to adopt the ordinance, but is prepared to call the election on the initiative for March 2020, a resolution effecting that decision is attached as **Exhibit 3.**

VOTE REQUIREMENT

Majority of quorum.

ATTACHMENTS

1. Copy of the "Let the Voters Decide: The Sand Creek Area Protection Initiative"
2. Resolution Confirming Adoption of the Initiative to Change General Plan Designations Within the Sand Creek Focus Area and Permanently Require Voter Approval Of Amendments To Urban Limit Line
3. Resolution Calling an Election on March 3, 2020 for the Initiative to Change General Plan Designations Within the Sand Creek Focus Area and Permanently Require Voter Approval Of Amendments To Urban Limit Line

Let Antioch Voters Decide: The Sand Creek Area Protection Initiative

Staff Review pursuant to California Elections Code Section 9212

Overview

The Initiative establishes new land use controls throughout the Sand Creek Focus Area and creates a defined "Sand Creek Initiative Area" within which severe development restrictions are imposed. This area includes all lands west of Deer Valley Road within the Sand Creek Focus Area, as defined in the General Plan. The development restrictions serve the purposes of restricting development, maintaining the urban limit line, preserving nature, open spaces, and historic qualities, maintaining agriculture, protecting the Sand Creek corridor, and limiting traffic congestion. Future changes to the provision of the initiative, if adopted, require voter approval.

Background

The proposed "Sand Creek Initiative Area" [Initiative Area] is located within the Sand Creek Focus Area (SCFA), which has been identified in the City of Antioch General Plan since 2003. The Initiative Area covers all portions of the SCFA west of Deer Valley Road. The Sand Creek Initiative, however, also includes text amendments that impact areas beyond the Initiative Area, including the entire Sand Creek Focus Area and the City of Antioch within the Urban Limit Line.

Prior to the July 24, 2018 approval of the "West Sand Creek Tree, Hillside, and Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative" [The Ranch Initiative], the lands within the Initiative Area were designated Estate and Executive Residential, Open Space, Low Density Residential, Hillside Residential, and Golf Course and Senior Housing. The overall permitted development capacity for the SCFA was 4,000 units. Two previously-approved projects in the SCFA (Aviano and Vineyards at Sand Creek) provided a total of 1,174 units, leaving 2,826 units available for development. The Ranch project, as approved, consumed an additional 1,177 single-family dwellings, leaving 1,649 units available for development throughout the remainder of the SCFA. Though most of these units are anticipated to be developed east of Deer Valley Road beyond the Initiative Area, there remained the possibility of additional development within the Initiative Area prior to its adoption.

The Ranch Initiative modified the General Plan Land Use Designations of The Ranch project area to "Limited Development Area" and all lands within The Ranch Initiative Area, but outside of The Ranch project area to "Restricted Development Area". Within the Limited Development Area, the General Plan Land Use Designation was changed to reflect The Ranch project and included the following land use designations: Estate Residential, Low Density Residential, Medium Low Density Residential, Medium Density Residential, Convenience Commercial, Mixed Use, Public/Quasi Public and Open Space. Within the Restricted Development Area, the General Plan Land Use Designation was changed to Rural Residential, Agriculture, and Open Space, allowing development of single-family homes at a density of one unit per 80 acres, agricultural uses, low-intensity recreational uses, and certain governmental, institutional, and non-profit uses. The approval also included Municipal Code amendments and a Development Agreement that would vest The Ranch project approval.

The impacts of The Ranch project were thoroughly studied through a Draft Environmental Impact Report (DEIR) and a fiscal analysis, which determined that the project would yield a net positive financial benefit

of \$515,325 annually. A corresponding technical review found that the project would conservatively generate a figure of \$276,767 if the existing police CFD were in place. Neither the DEIR nor the fiscal analyses considered the full impact of The Ranch Initiative, as they only studied the impacts of The Ranch project. The impact of modifying the General Plan Land Use Designations of the adjacent western properties to essentially preclude ordinary residential development, as was anticipated prior, was never studied.

The approval of The Ranch Initiative was followed by a vesting of the Development Agreement thirty days thereafter, at which time the area of land covered by the Development Agreement, The Ranch project area, became immune from modification by subsequent ballot initiatives or City Council action. However, the lands outside of The Ranch project area could still be affected by a new ballot initiative as it is not protected by the Development Agreement. If the Sand Creek Initiative were to be adopted by the City Council on August 28, 2018, only those provisions outside of The Ranch Development Agreement area would be amended. As a result, the proper baseline and setting for this analysis is the western portion of the Sand Creek Focus Area after approval of The Ranch Initiative. As such, this report will describe the anticipated changes that would occur should the Sand Creek Initiative be adopted in the near future considering that The Ranch Initiative has already been approved.

Zeka Ranch

Directly to the west of Empire Mine Road is a 640-acre assemblage of land that constitutes Zeka Ranch. The General Plan Land Use Designation for Zeka Ranch was approximately 40% Hillside and Estate Residential (256 acres) and 60% Open Space (384 acres). The Hillside Estate Housing designation in the General Plan Land Use Element allows development at a rate of one dwelling unit per gross developable acre. (4.4.6.7.b.m). Using the above land use figures, this would allow an absolute maximum of 256 single-family homes on the Zeka Ranch property. It is more likely that some of the land within the Hillside and Estate Residential area would be disqualified from development and would not be contribute to “developable acreage”, which is defined by the General Plan (4.4.1.1) as follows:

“Density is assumed to accrue only to lands that are ‘developable.’ Developable acres are those lands within the boundaries of the ULL that are not encumbered by prior dedications of easements or rights-of-way, and are not so steep (generally over 25%), unstable, flood-prone or subject to other hazards as to be unable to support new development. Achievement of the maximum allowable density is neither guaranteed nor implied by the General Plan. The final density of any particular residential development type is dependent upon development design; any physical, geological, or environmental constraints that might be present within the site available infrastructure and services; and other factors.”

The underlined portion was added with approval of The Ranch Initiative. Also, with the passage of The Ranch Initiative, the development potential of Zeka Ranch was reduced to one unit per eighty acres, which results in a maximum development potential of eight homes. The Sand Creek Initiative applies an identical density and would result in a maximum of eight homes as well.

The other provisions of The Sand Creek Initiatives are similar to those applied by The Ranch Initiative. Both also allow for limited agricultural, low-intensity recreational uses, and certain governmental, institutional, and non-profit uses.

In summary, adoption of The Sand Creek Initiative would not materially affect the development potential of Zeka Ranch due, in large part, to the extensive restrictions recently imposed on the property through adoption of The Ranch initiative.

Unconstitutional Taking

The Ranch Initiative contains language (Section 13; p. 75) that allows for amendment to the General Plan contrary to the contents of the initiative under very specific circumstances. One such circumstance would be that "The City Council makes a finding, supported by substantial evidence, that failure to amend would constitute an unconstitutional taking of a landowner's property". Under State and Federal laws, a government agency may not simply "take" a person's private property and the down-zoning of property has been, and may be, interpreted by courts to constitute a form of unlawful "taking". Presumably, a landowner would need to prove with substantial evidence that the initiative had the unintended effect of unconstitutionally taking their property through the diminishment of development rights, etc. If the City Council then agrees with the evidence, the General Plan could be amended without a public vote to address the grievance.

The Sand Creek Initiative contains differing language addressing the same concept. The Sand Creek Initiative (Section 6; p. 3) states, "Notwithstanding their terms or literal meaning, the provisions of this Ordinance are not applicable to the extent that courts decide that if they are applied they would violate the Federal or State Constitution or law." In such a case, the City would have to rely on a court to determine that a taking occurred, presumably through a lawsuit against the City and might then be allowed to permit the minimum number of parcels necessary to resolve the financial loss.

Whereas, The Ranch initiative allowed the City Council to determine the validity of a takings grievance and take proper steps towards restitution, The Sand Creek Initiative would require that courts determine that the terms of the initiative violate the law. The Sand Creek Initiative would impose a higher and costlier standard to resolve a takings dispute, should one arise.

Urban Limit Line

The Ranch Initiative re-established the Urban Limit Line and set it at the 2005 Measure K location. The Ranch Initiative also included a provision in Section 13, which states "this Initiative may only be amended or repealed, pursuant to California Elections Code section 9217, by majority of the voters in the City voting in an election held in accordance with State law." This requirement is restated in the modified General Plan language (4.1.2) that says "The Initiative also ensure that City's ULL cannot be changed, except by a vote of the people."

The Sand Creek Initiative has a similar provision contained in Section 22, which states "The location of the Urban Limit Line enacted in Antioch Measure K on November 8, 2005, may be changed only by the voters." It also amends the General Plan to state "The location of the Voter-Approved Urban Limit Line may be amended only by the voters of the City." (P.15)

Both The Ranch Initiative and The Sand Creek Initiative contain provisions that assigns all future changes to the Urban Limit Line to the voters, rather than the City Council. These requirements are restated in the General Plan, which similarly cannot be amended without approval of the voters. Changes to the General Plan that do not conflict with either initiative may still be amended by the City Council.

In summary, The Sand Creek Initiative would not modify the recently-adopted standard that all changes to the Urban Limit Line must be decided by the voters.

Land Uses

The Ranch Initiative established a list of permissible uses that would be allowed in the Restricted Development Area – that area beyond The Ranch project area. Through the Land Use Element in the General Plan, The Ranch Initiative created the "Rural Residential, Agriculture, and Open Space" land use designation that corresponds to the Restricted Development Area contained in The Ranch Initiative. No

changes were made directly to the Municipal Code, but other provisions require that Staff amend the Municipal Code (Zoning Ordinance) to be consistent with The Ranch Initiative. The following land uses are permissible within the Rural Residential, Agriculture, and Open Space land use designation:

- Single-Family Dwellings, with permissible rental of rooms to lodgers (4 max.),
- Home Occupations,
- Agriculture, including small scale dairy farms, pig farms, poultry ranches, vineyards, Christmas tree farms and nurseries,
- Processing, storage or sale of agricultural produce, but not freezing facilities or slaughterhouses,
- Breeding, rearing, boarding, training, care, use and sale or rental of horses, dogs and other animals not covered in paragraph (d),
- Low-intensity outdoor recreation, exercise, and pastimes for active participants, not spectators and accessory uses,
 - Amusement or theme parks, golf courses, firearms ranges, stadiums or non-equestrian arenas, motor vehicle tracks, and off-road courses are prohibited.
- Recreational vehicle parks are permitted, but not for stays greater than 14 days,
- Institutional and non-profit uses that predominantly serve permitted uses in the Initiative Area and adjacent areas, except cemeteries, and facilities for convalescence, rehabilitation and hospice care for not more than six patients,
- Government and public utility uses that only meet the needs of the other permitted uses in the Initiative Area, unless determined to be impractical by the City Council,
 - Waste disposal, processing or treatment, or electrical power production or transmission public for sale is prohibited.
- Occasional short-term events related to agriculture, animals, or outdoor recreation.
- All uses must be found not to cause significant environmental harm.

Within The Ranch project area, all land uses associated with The Ranch project were approved including housing, retail, senior-housing, parks, open space, a fire station, etc.

The Sand Creek Initiative contains an identical list of permissible land uses, but applies these restrictions to the entire Initiative Area. However, since The Ranch project will have been vested, these provisions would only apply to the remaining land outside of The Ranch project area. As a result, there would be no change to the potential land uses under The Sand Creek Initiative when compared to The Ranch Initiative and considering the approved vested nature of The Ranch project.

Sand Creek Focus Area Unit Count

The General Plan has maintained a maximum development capacity for the entirety of the Sand Creek Focus Area of 4,000 units since its adoption in 2003. This figure was restated in The Ranch Initiative in Section 4.4.6.7.j. on page 27. The Sand Creek Initiative, however, would reduce this figure to 2,100 units per Section 4.4.6.7.k. et.al on page 12.

The City of Antioch previously approved two residential projects in the Sand Creek Focus Area – Vineyards at Sand Creek with 641 units and Aviano with 533 units. With the recent approval of The Ranch with 1,177 units, the current number of approved units in the Sand Creek Focus Area is 2,351. Since The Sand Creek

Initiative would limit the total number of residential units to 2,100, any future development anywhere in the Sand Creek Focus Area, including east of Deer Valley Road, would be absolutely prohibited. This includes the southern Ginochio property, Albers Ranch, and other residentially-designated properties. These properties would remain vacant or would have to be redesignated to non-residential land uses. This change represents a significant departure from the traditional land use vision of the Sand Creek Focus Area.

Financial Analysis

With adoption of The Ranch Initiative, the General Plan was amended to reduce the development capacity of the western portion of the Sand Creek Focus Area, though it maintained the 4,000-unit maximum in the broader Sand Creek Focus Area. Though these units may not be developable in the western portion of the Sand Creek Focus Area, they could still be developed elsewhere in the Focus Area. As such, the predicted costs and/or revenues from future development were not affected.

The Sand Creek Initiative reduces the 4,000-unit maximum to 2,100, eliminating the potential for any additional development in the Sand Creek Focus Area. This represents a loss of 1,900 units and all of the associated costs and revenues.

As part of the original submittal for The Ranch, a Fiscal Impact Analysis was prepared to demonstrate the ongoing financial costs and revenues to the City of Antioch that would result from development of that project. This analysis considered only the ongoing costs and revenues and did not evaluate the one-time fees that are collected at the Building Permit stage.

Ongoing Revenues

The ongoing costs and revenues include items such as property tax, sales tax, property transfer tax, property tax in lieu of vehicle license fee, and the Citywide Police Services Community Facilities District.

COSTS & REVENUE	1,900 Units	Per Unit
Property Tax	\$ 1,647,691	\$ 867
Transfer Tax	\$ 80,465	\$ 42
Police CFD	\$ 879,700	\$ 463
Sales and Use Tax	\$ 552,460	\$ 291
Total Revenues	\$ 3,160,315	\$ 1,663
Maintenance Costs	\$ (740,289)	\$ (390)
Net Ongoing Benefit	\$ 2,420,026	\$ 1,274

If The Sand Creek Initiative were adopted, 1,900 potential residential units would be eliminated. The effect of this action is a reduction in annual ongoing revenue of \$3,160,315. The value of this revenue would be offset by the costs of \$740,289 to provide increased services to the new development. In total, the net annual ongoing benefit would be **\$2,420,026** or **\$1,274** per unit.

Building Permit Revenues

The fees collected at the Building Permit stage are calculated to include the per-unit obligation for direct services such as building inspections and also include pass-through fees for East Contra Costa Regional Fees & Financial Authority (ECCRFFA) and the Antioch Unified School District (AUSD). The impacts of the adoption of The Sand Creek Initiative are provided below.

Pass Through and Regional Fees

Pass through and regional fees are used to either pay-down past regional projects or to fund the construction of future projects. In the case of AUSD, the developer pays the school district directly. For the Fire Protection Fee, the City collects and holds the fee and then releases it for the construction of new fire stations. The CCWD fee is similarly collected to pay for water storage.

With the adoption of The Ranch Initiative, these fees will not be collected on future development. These fees were established assuming a certain level of development and the corresponding projects rely on build-out projections to ensure that they will be fully funded. Since this level would be decreased, there may be a shortfall in funding and alternate sources or increased fees elsewhere may be required. The total loss of pass through and regional fees is **\$65,411,015** or **\$34,427** per unit.

PASS THROUGH/REGIONAL FEES	1,900 Units	Per Unit
ECCRFFA	\$ 35,856,515	\$ 18,872
CCWD	\$ 10,429,100	\$ 5,489
Fire Protection	\$ 1,122,900	\$ 591
AUSD	\$ 18,002,500	\$ 9,475
TOTAL PASS THROUGH FEES	\$ 65,411,015	\$ 34,427

City Building Permit Revenues

Building Permit fees are collected to cover the costs of providing building inspection, plan check, compliance, records maintenance and other services related permitting construction. In addition, Development Impact Fees and the General Plan Maintenance fee are collected through building permits. If the Sand Creek Initiative were to be adopted, the City would forego a total revenue of **\$42,101,473** or **\$22,159** per unit.

CITY BUILDING PERMIT FEES	1,900 Units	Per Unit
Building Permit	\$ 4,568,075	\$ 2,404
Plan Check	\$ 2,969,244	\$ 1,563
CBSC SB1473	\$ 26,600	\$ 14
SMIP Residential	\$ 78,888	\$ 42
Technology Fee	\$ 91,371	\$ 48
Energy Inspection Fee	\$ 91,371	\$ 48
Plumb/Mech/Insul/Elec	\$ 1,140,000	\$ 600
Temp Const Water	\$ 55,100	\$ 29
TWC	\$ 2,130,622	\$ 1,121
Water Capacity	\$ 10,031,639	\$ 5,280
Sewer Connection	\$ 4,903,900	\$ 2,581
Backflow Domestic	\$ 327,807	\$ 173
Water Meter Installation	\$ 520,600	\$ 274
Traffic Signalization	\$ 792,300	\$ 417
Park In Lieu	\$ 2,850,000	\$ 1,500
Dev Impact Fee - CD Admin	\$ 299,193	\$ 157
Dev Impact Fee - Gen Admin	\$ 874,000	\$ 460

Dev Impact Fee - Parks & Rec	\$	5,975,500	\$	3,145
Dev Impact Fee - Police	\$	2,261,000	\$	1,190
Dev Impact Fee - Pub Works	\$	845,500	\$	445
Green Building Residential	\$	822,263	\$	433
Waste Management Plan	\$	66,500	\$	35
General Plan Maintenance	\$	380,000	\$	200
TOTAL BLDG. PERMIT REVENUE	\$	42,101,473	\$	22,159

Summary

In summary, The Sand Creek Initiative imposes severe land use restrictions throughout the western portion of the Sand Creek Focus Area and also reduces the overall development capacity of the Sand Creek Focus Area from 4,000 units to 2,100 units. This change along with the differing language regarding constitutionality are the most prominent elements of The Sand Creek Initiative. If adopted, the Sand Creek Initiative would have a profound effect on the Sand Creek Focus Area and would halt all future residential development. Other non-residential uses may still be feasible.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
AND ENACTING THE INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS
WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER
APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE**

WHEREAS the City Clerk has issued a certificate verifying that proponents of the above referenced Initiative Petition have timely submitted petitions containing the required number of signatures pursuant to the Elections Code to qualify for an election; and

WHEREAS the City Council has determined to approve the Initiative rather than call an election;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, in accordance with Elections Code section 9215(a), hereby adopts the Initiative, attached and incorporated by reference to this Resolution as Exhibit 1, without alternation.

BE IT FURTHER RESOLVED that the City Clerk is directed to give notice of approval of the Initiative's amendments to the Antioch Municipal Code and Antioch General Plan as required by law.

* * * * *

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 28th day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CALLING AN ELECTION REGARDING THE INITIATIVE TO CHANGE GENERAL
PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND
PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN
LIMIT LINE**

WHEREAS the City Clerk has issued a certificate verifying that proponents of the above referenced Initiative Petition have timely submitted petitions containing the required number of signatures pursuant to the Elections Code to qualify for an election; and

WHEREAS the City Council has determined to submit the matter to the electorate rather than adopting the Initiative;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby call an election to be consolidated with the March 3, 2020 General Election to determine the Initiative Petition.

BE IT FURTHER RESOLVED that the specific measure on the ballot shall be as follows:

Shall the electors adopt the Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line?	YES	
	NO	

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Contra Costa is hereby requested to authorize the County Clerk/Recorder/Registrar of Voters to render all services necessary and proper for the conduct of the special municipal election called by this Resolution. Pursuant to California Elections Code section 10403, the City Council hereby requests that the Contra Costa County Board of Supervisors consolidate that election with the election to be conducted on March 3, 2020 and order the special municipal election to be conducted by the Registrar of Voters. The Contra Costa County Elections department is authorized to canvass the returns of the special election, and the election shall be held in all respects as only one election.

BE IT FURTHER RESOLVED that that the City Clerk is directed to transmit a copy of the measure to the City Attorney for the purpose of preparing an impartial analysis of the measure.

RESOLUTION NO. _____

August 28, 2018

Page 2

BE IT FURTHER RESOLVED that the full text of the measure is not to be printed in the voter pamphlet. Instead, the Voter Pamphlet shall advise, below the Impartial Analysis, that a copy of this measure is available at no cost from the City Clerk's Office at 925-779-7009 or on the City's website: www.ci.antioch.ca.us.

BE IT FURTHER RESOLVED that the City Clerk shall fix and determine a reasonable date prior to the election, and consistent with rules of the Contra Costa County Elections Division, after which no arguments for or against the measure may be submitted, which date shall be noticed by the City Clerk pursuant to Government Code Sec. 6061 and Elections Code Sec. 9286.

BE IT FURTHER RESOLVED no rebuttal arguments shall be allowed.

* * * * *

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

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

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

**August 28, 2018
Council Chambers**

5:30 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City’s Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay and Glenn Berkheimer; Employee organization: Treatment Plant Employees’ Association (TPEA).
- 2. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code Section 54956.9 (d)(2): One potential case.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, direction given to Labor Negotiators; and, **2. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**, direction given to City Attorney.

Mayor Wright called the meeting to order at 7:03 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Thorpe, Ogorchock and Mayor Wright
Absent: Council Member Tiscareno

PLEDGE OF ALLEGIANCE

Councilmember Wilson led the Council and audience in the Pledge of Allegiance.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Environmental Resource Coordinator Haas-Wajdowicz presented Council with fans for participating in the Idle Free Pledge.

Director of Parks and Recreation Kaiser stated the Fall Recreation Guide had been delivered and walk-in registration was opened for all classes and programs. She announced the following events occurring at the Antioch Water Park:

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He announced the City was also accepting applications for the City Treasurer and application packages were available at the City Clerk's office; deadline date is August 31, 2018.

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COUNCIL SUBCOMMITTEE REPORTS – None

MAYOR'S COMMENTS

Mayor Wright announced the Grand Opening and the VIP reception at Smith's Landing were very successful events. He encouraged residents to patronize Smith's Landing as well as other local businesses. He announced a Home Run Derby was held between the Antioch and Pittsburg Police Departments as a fundraising effort for the Police Activities League Program. He thanked the Antioch Police Department for their participation.

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Council thanked Lieutenant Mendes for the presentation as well as Brianna and Deborah for speaking in support of the program.

Councilmember Ogorchock suggested the Youth Academy presentation be given at the next Barbershop Forum.

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

P. APPROVAL OF HOUSING SUCCESSOR WARRANTS

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council members present unanimously approved the Council Consent Calendar.

PUBLIC HEARING

2. ACCESSORY DWELLING UNITS ORDINANCE AMENDMENT (Z-18-06)

City Manager Bernal introduced Public Hearing Item #3.

Associate Planner Merideth presented the staff report dated August 28, 2018 recommending the City Council introduce the Ordinance making text amendments to Section 9-5.3805-Accessory Dwelling Units of the Zoning Ordinance to comply with new State Laws relating to Accessory Dwelling Units.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

Councilmember Ogorchock requested staff bring forward a rental inspection program for Council consideration during the next budget cycle.

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3. ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REPEALING AND REENACTING CHAPTER 19 OF TITLE 5 OF THE ANTIOCH MUNICIPAL CODE CONCERNING MASSAGE ESTABLISHMENTS

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Dwayne Eubanks, Antioch resident, spoke in support of the staff recommendation to update the Ordinance and commended Councilmember Wilson's efforts to identify and stop human trafficking.

Shannon Skinner thanked Councilmember Wilson for requesting review of the massage establishment Ordinance and aligning it with California Massage Therapy Council's best practices. She stated she supported the staff recommendation to update the Ordinance.

Jackie Bruckman, Antioch resident, spoke in support of the staff recommendation to update the Ordinance and commended Councilmember Wilson's efforts to bring this item forward.

Richard Pagano, Antioch Chamber of Commerce, and Ariana Eaton, Antioch resident, spoke in support of the staff recommendation to update the Ordinance.

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Councilmember Ogorchock thanked Councilmember Wilson's outreach efforts and for bringing this item forward for consideration. She questioned if any staff would be added to oversee these requests and suggested the Master Fee Schedule be amended to reflect a fee for enforcement efforts.

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Mayor Wright re-opened the public hearing.

In response to Council, Beverly May, California Massage Therapy Council, stated the most common revocation period was 1-2 years. She noted that if a legitimate business came forward before that period ended, other cities typically offered a variance.

Interim City Attorney Cole explained that the City's Ordinance did not provide for a variance.

Mayor Wright closed the public hearing.

Councilmember Thorpe thanked Councilmember Wilson for taking the lead on this issue.

Mayor Wright stated he was in favor of updating the Ordinance.

Councilmember Wilson stated that she was pleased that this item was being addressed and discussed her efforts to protect the community and prevent illegitimate businesses. She requested City Manager Bernal work with neighboring cities to ensure that their Ordinance were similar to prevent pushing the problem into their communities.

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council members present unanimously waived the first reading and considered the Introduction of an Ordinance of the City Council of the City of Antioch Repealing and Reenacting Chapter 19 Of Title 5 of the Antioch Municipal Code Concerning Massage Establishments amending section 5-19.18, from 18 months to 2 years.

COUNCIL REGULAR AGENDA

4. BOARD OF ADMINISTRATIVE APPEALS APPOINTMENTS FOR ONE (1) FULL MEMBER AND ONE (1) ALTERNATE MEMBER, PARTIAL-TERM VACANCIES

Mayor Wright nominated Darrell Goodbeer to the Board of Administrative Appeals for a partial-term vacancy which would expire March 2020.

RESOLUTION NO. 2018/109

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council members present unanimously appointed Darrell Goodbeer to the Board of Administrative Appeals for a full member, partial-term vacancy which would expire March 2020.

City Clerk Simonsen administered the Oath of Office to Darrell Goodbeer.

***5. CONSIDERATION OF ACTION TO BE TAKEN REGARDING "INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE"**

City Manager Bernal introduced Regular Agenda Item #5.

Interim City Attorney Cole presented the staff report dated August 28, 2018 recommending the City Council take one of the following actions concerning the Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line: A) Adopt the ordinance, without alteration; or B) Submit the ordinance, without alteration, to the voters. He reported Council and the City had received letters from attorneys representing the Zeka property, Save Mount Diablo and Richland Development. He stated a legal issue was raised regarding whether Council had the ability to adopt the Initiative since

language in the previously adopted Initiative had stated that only voters could change certain policies. He commented that his interpretation was that Council had the legal authority to adopt this Initiative, as set forth, in the California Constitution and Elections Code. In addition, he was confident that if the issue was presented to the court, they would find that the City could not take away the rights of a petitioner who had come before the legislative body to ask them to vote on the Initiative.

Seth Adams, Land Conservation Director for Save Mount Diablo and a member of the Antioch Coalition to Save Sand Creek Steering Committee, discussed the coalition's efforts to qualify their Initiative and reviewed the key components of their Initiative. He noted following their efforts, Richland began their own process that incorporated most of their Initiative; however, it allowed for an improved version of their project and restricted approximately 70 percent of the area West of Deer Valley Road, rather than all of it. He commented that both Initiatives were written to avoid the takings of property rights and they would only affect areas West of Deer Valley Road. For the record, he noted that their attorneys had submitted statements confirming the legislative history. He stated the effect on development fees for both Initiatives was indistinguishable. He requested the City Council adopt their initiative this evening.

Andrew Bassak, representing The Zeka Group, stated he submitted correspondence outlining their legal positions and noted that he disagreed with Interim City Attorney Cole's interpretation of the Elections Code. He encouraged Council to send this item to ballot to allow for more time to find a collaborative, multi-stakeholder solution. He noted they wanted to avoid litigation; however, if they were left with no options, there would be consequences.

Ted Clement, Executive Director of Save Mount Diablo and coalition member, stated that after they had engaged in the process, Richland began making changes to their project and worked on their own Initiative which resulted in two complementary Initiatives. He stated Richland had worked with the community and came to a compromise. He urged the Council to choose a balanced approach.

Loretta Sweatt, Antioch resident, spoke in favor of submitting to Initiative, without alteration, to the voters.

Matthew Zinn, Attorney for Shute Mahaly and Wienburger representing Save Mount Diablo, stated he agreed with Interim City Attorney Cole's remarks regarding Council's ability to adopt the Initiative. He noted there was no basis for an argument that the Initiative would cause an unconstitutional taking of the Zeka property. He further noted that the Initiative applied solely to the defined initiative area. He clarified that the Initiative addressed estimates of the total number of units to be developed in the area, but they were not caps and could be amended by Council, at a later time.

Tom Lawson, speaking on behalf of Sheet Metal Workers Local #104, Electricians Local #302, Sprinklers Fitters Local #483, and Plumbers and Steamfitters Local #159, voiced their support of adopting the Initiative.

Juan Pablo Galvan, Land Use Manager for Save Mount Diablo, stated they were proud to work with their supporters and organizational allies to form the Antioch Community to Save Sand Creek. He requested Council adopt their Initiative.

Hayley Currier, East Bay Regional Representative Greenbelt Alliance, Ben Foley, Michael Amorosa and Dwayne Eubanks, Antioch residents, Bruce Olsen, Delta Pedalers, Kristina Gutilla, and Beverly Knight, Antioch residents, Lesley Hunt, California Native Plant Society and Paul Schorr, Antioch resident, encouraged Council to adopt the Initiative.

Bryan Wenter, Richland Communities, Miller, Starr Regalia, stated he was in agreement with Interim City Attorney Cole's conclusions regarding the Council's authority with respect to the Initiative. He clarified that if this Initiative were adopted, it would not amend The Ranch Initiative.

Councilmember Thorpe stated he was pleased Save Mount Diablo and Greenbelt Alliance were understanding of The Ranch Initiative and promoting a balanced approach to limiting growth.

A motion was made by Councilmember Thorpe, seconded by Councilmember Wilson, to adopt the Initiative, without alteration.

Councilmember Ogorchock thanked everyone who participated in the discussions. She stated she supported all stakeholders coming together and discussing how to move forward in a positive direction. She questioned if Richland's Initiative could be challenged.

Interim City Attorney Cole explained that either Initiative could be challenged; however, a 90-day statute of limitations applied to all land use challenges.

Councilmember Wilson stated she appreciated that Save Mount Diablo and Richland representatives were able to gather input from the community and come to a compromise.

In response to Mayor Wright, Interim City Attorney Cole stated that he understood the proponents of both Initiatives agreed that their intent was to address development West of Deer Valley Road. He noted Council would have the authority to enact clarifying amendments to address this issue as well as administrative taking procedures.

Mayor Wright stated from a procedural standpoint, the Save Sand Creek Initiative clarified that they would adopt the clause in The Ranch Initiative allowing for the administrative taking procedure and ensure the potential for 4,000 homes built in Sand Creek area.

In response to Councilmember Ogorchock, Interim City Attorney Cole acknowledged that there was language in the Let Antioch Voters Decide Initiative that referenced 2,100 units; however, the proponents explained that it was not their intent to apply that number East of Deer Valley Road and a clarifying amendment would take that issue off of the table. He further noted he was prepared to bring clarifying amendments back to Council in a timely manner.

***RESOLUTION NO. 2018/156**
ORDINANCE NO. 2150-C-S

Council voted on the previous motion to adopt the Initiative/Ordinance, without alteration. The motion carried the following vote:

Ayes: Wilson, Thorpe, Wright

Noes: Ogorchock

Mayor Wright declared a recess at 9:13 P.M. The meeting reconvened at 9:29 P.M. with all Councilmembers present.

6. NEW WATER ACCOUNT ESTABLISHMENT PROCEDURES

City Manager Bernal introduced Regular Agenda Item #6.

Director of Finance Merchant presented the staff report dated August 28, 2018 recommending the City Council provide direction to staff on procedures for establishing new water accounts.

Councilmember Ogorchock requested procedures allow for property managers, listing agents and their tenants to provide a copy of lease or property management agreement signed by both parties, but not notarized, to have water service turned on.

In response to Mayor Wright, Finance Director Merchant responded that she would explore options to make it easier for renters/tenants to prove occupancy in cases where there is a death or an out of state owner.

Following discussion, the Council agreed that if a property manager or real estate agent provided a signed contract with a tenant, the City would not require a notarized document from the property owner.

Councilmember Thorpe stated he believed procedures and administrative policy should be at the discretion of the Finance Director.

Finance Director Merchant responded that she would implement the procedure as directed by Council this evening and any future changes to the policy would be worked out at the staff level.

7. CODE ENFORCEMENT CONTRACT STAFFING

City Manager Bernal introduced Regular Agenda Item #7.

Director of Community Development Ebbs presented the staff report dated August 28, 2018 recommending the City Council offer comment and/or direction to the City Manager regarding Code Enforcement Staffing Options.

Following discussion, Council supported augmenting the abatement team to address illegal dumping and free up Code Enforcement staff doing abatement work.

8. RESOLUTION REMOVING THE CLASS SPECIFICATION FOR DEPUTY PUBLIC WORKS DIRECTOR II AND ASSISTANT CITY ENGINEER II, REMOVING THE SALARY RANGE, AND REMOVING THE CLASSIFICATION FROM THE MANAGEMENT (SENIOR) BARGAINING UNIT

City Manager Bernal introduced Regular Agenda Item #8.

Administrative Services Director Mastay presented the staff report dated August 28, 2018 recommending the City Council adopt a resolution: 1) Removing the class specification for Deputy Public Works Director II and Assistant City Engineer II; and 2) Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification Salary Range and Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification from the Management (Senior) Bargaining Unit.

RESOLUTION NO. 2018/110

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council members present unanimously adopted a resolution: 1) Removing the class specification for Deputy Public Works Director II and Assistant City Engineer II; and 2) Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification Salary Range and Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification from the Management (Senior) Bargaining Unit.

9. PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION ORGANIZATIONAL STRUCTURE

City Manager Bernal introduced Regular Agenda Item #9.

Administrative Services Director Mastay presented the staff report dated August 28, 2018 recommending the City Council adopt a resolution freezing the Assistant City Engineer Position and Approving one (1) Project Manager position and authorizing the Appropriate Budget Adjustments.

RESOLUTION NO. 2018/111

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council members present unanimously adopted a resolution freezing the Assistant City Engineer Position and Approving one (1) Project Manager position and authorizing the Appropriate Budget Adjustments.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal announced AB 2923, giving BART Land Use Authority around their stations, made it off the Assembly Floor and was headed to the Governor's office. He noted that they were concerned about the impacts of this legislation and would continue to communicate their opposition.

COUNCIL COMMUNICATIONS

Councilmember Wilson recognized Chief Brook's for his commitment to address Human Trafficking issues.

Councilmember Ogorchock recognized Assemblywoman Baker and Assemblyman Frasier for voting in opposition to AB 2923.

ADJOURNMENT

With no further business, Mayor Wright adjourned the meeting at 9:54 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

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

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

**August 28, 2018
Council Chambers**

5:30 P.M. - CLOSED SESSION

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Absent: Council Member Tiscareno

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COUNCIL SUBCOMMITTEE REPORTS – None

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Councilmember Thorpe thanked Councilmember Wilson for taking the lead on this issue.

Mayor Wright stated he was in favor of updating the Ordinance.

Councilmember Wilson stated that she was pleased that this item was being addressed and discussed her efforts to protect the community and prevent illegitimate businesses. She requested City Manager Bernal work with neighboring cities to ensure that their Ordinance were similar to prevent pushing the problem into their communities.

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council members present unanimously waived the first reading and considered the Introduction of an Ordinance of the City Council of the City of Antioch Repealing and Reenacting Chapter 19 Of Title 5 of the Antioch Municipal Code Concerning Massage Establishments amending section 5-19.18, from 18 months to 2 years.

COUNCIL REGULAR AGENDA

4. BOARD OF ADMINISTRATIVE APPEALS APPOINTMENTS FOR ONE (1) FULL MEMBER AND ONE (1) ALTERNATE MEMBER, PARTIAL-TERM VACANCIES

Mayor Wright nominated Darrell Goodbeer to the Board of Administrative Appeals for a partial-term vacancy which would expire March 2020.

RESOLUTION NO. 2018/109

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council members present unanimously appointed Darrell Goodbeer to the Board of Administrative Appeals for a full member, partial-term vacancy which would expire March 2020.

City Clerk Simonsen administered the Oath of Office to Darrell Goodbeer.

5. CONSIDERATION OF ACTION TO BE TAKEN REGARDING "INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE"

City Manager Bernal introduced Regular Agenda Item #5.

Interim City Attorney Cole presented the staff report dated August 28, 2018 recommending the City Council take one of the following actions concerning the Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line: A) Adopt the ordinance, without alteration; or B) Submit the ordinance, without alteration, to the voters. He reported Council and the City had received letters from attorneys representing the Zeka property, Save Mount Diablo and Richland Development. He stated a legal issue was raised regarding whether Council had the ability to adopt the Initiative since

language in the previously adopted Initiative had stated that only voters could change certain policies. He commented that his interpretation was that Council had the legal authority to adopt this Initiative, as set forth, in the California Constitution and Elections Code. In addition, he was confident that if the issue was presented to the court, they would find that the City could not take away the rights of a petitioner who had come before the legislative body to ask them to vote on the Initiative.

Seth Adams, Land Conservation Director for Save Mount Diablo and a member of the Antioch Coalition to Save Sand Creek Steering Committee, discussed the coalition's efforts to qualify their Initiative and reviewed the key components of their Initiative. He noted following their efforts, Richland began their own process that incorporated most of their Initiative; however, it allowed for an improved version of their project and restricted approximately 70 percent of the area West of Deer Valley Road, rather than all of it. He commented that both Initiatives were written to avoid the takings of property rights and they would only affect areas West of Deer Valley Road. For the record, he noted that their attorneys had submitted statements confirming the legislative history. He stated the effect on development fees for both Initiatives was indistinguishable. He requested the City Council adopt their initiative this evening.

Andrew Bassak, representing The Zeka Group, stated he submitted correspondence outlining their legal positions and noted that he disagreed with Interim City Attorney Cole's interpretation of the Elections Code. He encouraged Council to send this item to ballot to allow for more time to find a collaborative, multi-stakeholder solution. He noted they wanted to avoid litigation; however, if they were left with no options, there would be consequences.

Ted Clement, Executive Director of Save Mount Diablo and coalition member, stated that after they had engaged in the process, Richland began making changes to their project and worked on their own Initiative which resulted in two complementary Initiatives. He stated Richland had worked with the community and came to a compromise. He urged the Council to choose a balanced approach.

Loretta Sweatt, Antioch resident, spoke in favor of submitting to Initiative, without alteration, to the voters.

Matthew Zinn, Attorney for Shute Mahaly and Wienburger representing Save Mount Diablo, stated he agreed with Interim City Attorney Cole's remarks regarding Council's ability to adopt the Initiative. He noted there was no basis for an argument that the Initiative would cause an unconstitutional taking of the Zeka property. He further noted that the Initiative applied solely to the defined initiative area. He clarified that the Initiative addressed estimates of the total number of units to be developed in the area, but they were not caps and could be amended by Council, at a later time.

Tom Lawson, speaking on behalf of Sheet Metal Workers Local #104, Electricians Local #302, Sprinklers Fitters Local #483, and Plumbers and Steamfitters Local #159, voiced their support of adopting the Initiative.

Juan Pablo Galvan, Land Use Manager for Save Mount Diablo, stated they were proud to work with their supporters and organizational allies to form the Antioch Community to Save Sand Creek. He requested Council adopt their Initiative.

Hayley Currier, East Bay Regional Representative Greenbelt Alliance, Ben Foley, Michael Amorosa and Dwayne Eubanks, Antioch residents, Bruce Olsen, Delta Pedalers, Kristina Gutilla, and Beverly Knight, Antioch residents, Lesley Hunt, California Native Plant Society and Paul Schorr, Antioch resident, encouraged Council to adopt the Initiative.

Bryan Wenter, Richland Communities, Miller, Starr Regalia, stated he was in agreement with Interim City Attorney Cole's conclusions regarding the Council's authority with respect to the Initiative. He clarified that if this Initiative were adopted, it would not amend The Ranch Initiative.

Councilmember Thorpe stated he was pleased Save Mount Diablo and Greenbelt Alliance were understanding of The Ranch Initiative and promoting a balanced approach to limiting growth.

A motion was made by Councilmember Thorpe, seconded by Councilmember Wilson, to adopt the Initiative, without alteration.

Councilmember Ogorchock thanked everyone who participated in the discussions. She stated she supported all stakeholders coming together and discussing how to move forward in a positive direction. She questioned if Richland's Initiative could be challenged.

Interim City Attorney Cole explained that either Initiative could be challenged; however, a 90-day statute of limitations applied to all land use challenges.

Councilmember Wilson stated she appreciated that Save Mount Diablo and Richland representatives were able to gather input from the community and come to a compromise.

In response to Mayor Wright, Interim City Attorney Cole stated that he understood the proponents of both Initiatives agreed that their intent was to address development West of Deer Valley Road. He noted Council would have the authority to enact clarifying amendments to address this issue as well as administrative taking procedures.

Mayor Wright stated from a procedural standpoint, the Save Sand Creek Initiative clarified that they would adopt the clause in The Ranch Initiative allowing for the administrative taking procedure and ensure the potential for 4,000 homes built in Sand Creek area.

In response to Councilmember Ogorchock, Interim City Attorney Cole acknowledged that there was language in the Let Antioch Voters Decide Initiative that referenced 2,100 units; however, the proponents explained that it was not their intent to apply that number East of Deer Valley Road and a clarifying amendment would take that issue off of the table. He further noted he was prepared to bring clarifying amendments back to Council in a timely manner.

Council voted on the previous motion to adopt the Initiative/Ordinance, without alteration. The motion carried the following vote:

Ayes: Wilson, Thorpe, Wright

Noes: Ogorchock

Mayor Wright declared a recess at 9:13 P.M. The meeting reconvened at 9:29 P.M. with all Councilmembers present.

6. NEW WATER ACCOUNT ESTABLISHMENT PROCEDURES

City Manager Bernal introduced Regular Agenda Item #6.

Director of Finance Merchant presented the staff report dated August 28, 2018 recommending the City Council provide direction to staff on procedures for establishing new water accounts.

Councilmember Ogorchock requested procedures allow for property managers, listing agents and their tenants to provide a copy of lease or property management agreement signed by both parties, but not notarized, to have water service turned on.

In response to Mayor Wright, Finance Director Merchant responded that she would explore options to make it easier for renters/tenants to prove occupancy in cases where there is a death or an out of state owner.

Following discussion, the Council agreed that if a property manager or real estate agent provided a signed contract with a tenant, the City would not require a notarized document from the property owner.

Councilmember Thorpe stated he believed procedures and administrative policy should be at the discretion of the Finance Director.

Finance Director Merchant responded that she would implement the procedure as directed by Council this evening and any future changes to the policy would be worked out at the staff level.

7. CODE ENFORCEMENT CONTRACT STAFFING

City Manager Bernal introduced Regular Agenda Item #7.

Director of Community Development Ebbs presented the staff report dated August 28, 2018 recommending the City Council offer comment and/or direction to the City Manager regarding Code Enforcement Staffing Options.

Following discussion, Council supported augmenting the abatement team to address illegal dumping and free up Code Enforcement staff doing abatement work.

8. RESOLUTION REMOVING THE CLASS SPECIFICATION FOR DEPUTY PUBLIC WORKS DIRECTOR II AND ASSISTANT CITY ENGINEER II, REMOVING THE SALARY RANGE, AND REMOVING THE CLASSIFICATION FROM THE MANAGEMENT (SENIOR) BARGAINING UNIT

City Manager Bernal introduced Regular Agenda Item #8.

Administrative Services Director Mastay presented the staff report dated August 28, 2018 recommending the City Council adopt a resolution: 1) Removing the class specification for Deputy Public Works Director II and Assistant City Engineer II; and 2) Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification Salary Range and Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification from the Management (Senior) Bargaining Unit.

RESOLUTION NO. 2018/110

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council members present unanimously adopted a resolution: 1) Removing the class specification for Deputy Public Works Director II and Assistant City Engineer II; and 2) Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification Salary Range and Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification from the Management (Senior) Bargaining Unit.

9. PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION ORGANIZATIONAL STRUCTURE

City Manager Bernal introduced Regular Agenda Item #9.

Administrative Services Director Mastay presented the staff report dated August 28, 2018 recommending the City Council adopt a resolution freezing the Assistant City Engineer Position and Approving one (1) Project Manager position and authorizing the Appropriate Budget Adjustments.

RESOLUTION NO. 2018/111

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council members present unanimously adopted a resolution freezing the Assistant City Engineer Position and Approving one (1) Project Manager position and authorizing the Appropriate Budget Adjustments.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal announced AB 2923, giving BART Land Use Authority around their stations, made it off the Assembly Floor and was headed to the Governor's office. He noted that they were concerned about the impacts of this legislation and would continue to communicate their opposition.

COUNCIL COMMUNICATIONS

Councilmember Wilson recognized Chief Brook's for his commitment to address Human Trafficking issues.

Councilmember Ogorchock recognized Assemblywoman Baker and Assemblyman Frasier for voting in opposition to AB 2923.

ADJOURNMENT

With no further business, Mayor Wright adjourned the meeting at 9:54 P.M.

Respectfully submitted:

Kitty Eiden

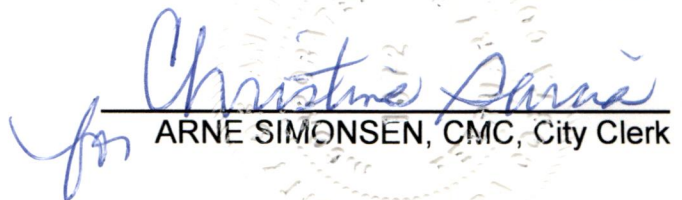
KITTY EIDEN, Minutes Clerk

Approved:



SEAN WRIGHT, Mayor

Attest:



ARNE SIMONSEN, CMC, City Clerk



ATTACHMENT C

Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 5:30 P.M.
Regular Meeting - 7:00 P.M.

***AMENDED**
ANNOTATED AGENDA

for

AUGUST 28, 2018

**Antioch City Council
Regular Meeting**

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

Sean Wright, Mayor
Lamar Thorpe, Mayor Pro Tem
Monica E. Wilson, Council Member
Tony Tiscareno, Council Member
Lori Ogorchock, Council Member

Arne Simonsen, CMC, City Clerk
Vacant, City Treasurer

Ron Bernal, City Manager
Derek Cole, Interim City Attorney

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Electronic Agenda Packet viewing at: <http://www.ci.antioch.ca.us/CityGov/agendas/FindAgenda.asp>
With Project Plans at: <http://ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/docs/Project-Pipeline.pdf>
Hard Copy viewing at: Antioch Public Library, 501 W 18th St, Antioch, CA
Online Viewing: <http://www.ci.antioch.ca.us/CityGov/citycouncilmeetings.asp>

Council meetings are televised live on Comcast Channel 24

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, City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

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

**5:31 P.M. ROLL CALL – CLOSED SESSIONS – for Council Members *Council Members Wilson, Ogorchock, Mayor Pro Tem Thorpe (arrived at 5:34pm) and Mayor Wright*
*Absent: Council Member Tiscareno***

PUBLIC COMMENTS for Closed Sessions

CLOSED SESSIONS:

- 1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay and Glenn Berkheimer; Employee organization: Treatment Plant Employees' Association (TPEA).
Direction given to Labor Negotiators
- 2) **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to California Government Code Section 54956.9 (d)(2): One potential case.
Update received and direction given to City Attorney

**7:03 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing Successor
to the Antioch Development Agency *Council Members Wilson, Ogorchock, Mayor Pro Tem Thorpe and Mayor Wright; Absent: Council Member Tiscareno***

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *PLANNING COMMISSION*
- *CITY TREASURER*

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

PRESENTATION – *Youth Police Academy, presented by Lieutenant Tarra Mendes*

1. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR JULY 24, 2018
Recommended Action: It is recommended that the City Council approve the Meeting Minutes. **Approved, 4/0**
- B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JULY 31, 2018
Recommended Action: It is recommended that the City Council approve the Special Meeting Minutes. **Approved, 4/0**
- C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 3, 2018
Recommended Action: It is recommended that the City Council approve the Special Meeting Minutes. **Approved, 4/0**
- D. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 7, 2018
Recommended Action: It is recommended that the City Council approve the Special Meeting Minutes. **Approved, 4/0**
- E. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 9, 2018
Recommended Action: It is recommended that the City Council approve the Special Meeting Minutes. **Approved, 4/0**
- F. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 14, 2018
Recommended Action: It is recommended that the City Council approve the Meeting Minutes. **Approved, 4/0**
- G. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR AUGUST 21, 2018
Recommended Action: It is recommended that the City Council continue the Special Meeting Minutes to the next meeting. **Approved, 4/0**

CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

H. APPROVAL OF COUNCIL WARRANTS

Approved, 4/0

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

I. TREASURER'S REPORT – JULY 2018

Approved, 4/0

Recommended Action: It is recommended that the City Council receive and file the July 2018 Treasurer's Report.

J. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO FORWARD A RESPONSE TO COUNTYWIDE GRAND JURY REPORT: "JOINT POWERS AUTHORITIES TRANSPARENCY AND ACCOUNTABILITY" (REPORT 1808)

Reso No. 2018/103 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to forward a response to the Grand Jury report: "Joint Powers Authorities Transparency and Accountability" (Report 1808).

K. FULTON YARD RECYCLING PROJECT BID AWARD

Reso No. 2018/104 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt the resolution awarding the Fulton Yard Recycling Project contract to C&J Favalora Trucking Inc. in an amount not to exceed \$200,000 per fiscal year for the period of September 1, 2018 through June 30, 2021, with an option to extend for an additional two years.

L. FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH J.J.R. CONSTRUCTION, INC. FOR THE CURB RAMPS, BIKE LANE AND PEDESTRIAN IMPROVEMENTS AT VARIOUS LOCATIONS (P.W. 409-5)

Reso No. 2018/105 adopted, 4/0

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

- 1) Amending the fiscal year 2018/2019 Capital Improvement budget by carrying forward \$526,611 in unspent budgeted SB1 funds designated for Pavement Preventative Maintenance Program in fiscal year 2017/2018; and
- 2) Reallocating \$526,611 in unspent budgeted SB1 funds designated for Pavement Preventative Maintenance Program to the Curb Ramps, Bike Lane and Pedestrian Improvements at Various Locations project; and
- 3) Increasing fiscal year 2018/2019 Measure 'J' funding for the Curb Ramps, Bike Lane and Pedestrian Improvements at Various Locations project in the amount of \$73,399; and
- 4) Increasing the existing contract with J.J.R. Construction, Inc. for the Curb Ramps, Bike Lane and Pedestrian Improvements at Various Locations project by \$600,000 for a total contract amount of \$2,236,452.

CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

M. CONSIDERATION OF BIDS FOR THE LONE TREE WAY AND GOLF COURSE ROAD PAVEMENT RESURFACING PROJECT (P.W. 392-30)

Reso No. 2018/106 adopted, 4/0

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

- 1) Reallocating \$1,861,720 of SB1 funding designated for the Pavement Preventative Maintenance Program to the Lone Tree Way and Golf Course Road Pavement Resurfacing project; and
- 2) Awarding a contract for Lone Tree Way and Golf Course Road Pavement Resurfacing to the lowest responsive and responsible bidder, Intermountain Slurry Seal, Inc.; and
- 3) Authorizing the City Manager to execute an agreement in the amount of \$2,079,012.

N. RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT FOR IN-TRACT AND OFF-TRACT IMPROVEMENTS FOR NELSON RANCH UNIT 3 SUBDIVISION 8851 (PW 547-3)

Reso No. 2018/107 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt the resolution approving an Improvement Agreement for In-Tract and Off-Tract Improvements for Nelson Ranch Unit 3 Subdivision 8851 (PW 547-3) and authorize the City Manager to execute the Improvement Agreement in substantially the same form recommended by staff.

O. FOURTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH JN ENGINEERING FOR ON-CALL INSPECTION SERVICES

Reso No. 2018/108 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution amending the fiscal year 2018/2019 Capital Improvements budget to increase funding for on-call inspection services by \$100,000 and authorize the City Manager to execute the Fourth Amendment to the Consultant Services Agreement with JN Engineering to continue to provide on-call inspection services for a total contract amount of \$375,000 and extend the term of the contract to June 30, 2019.

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

P. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 4/0

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

PUBLIC HEARING

2. ACCESSORY DWELLING UNITS ORDINANCE AMENDMENT (Z-18-06)

Recommended Action: It is recommended that the City Council introduce the Ordinance making text amendments to Section 9-5.3805-*Accessory Dwelling Units* of the Zoning Ordinance to comply with new State Laws relating to Accessory Dwelling Units.

To 9/11/18 for adoption, 4/0

3. ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REPEALING AND REENACTING CHAPTER 19 OF TITLE 5 OF THE ANTIOCH MUNICIPAL CODE CONCERNING MASSAGE ESTABLISHMENTS

Recommended Action: It is recommended that the City Council waive the first reading and consider the Introduction of an Ordinance of the City Council of the City of Antioch Repealing and Reenacting Chapter 19 Of Title 5 of the Antioch Municipal Code Concerning Massage Establishments.

To 9/11/18 for adoption amending Section 5-19.18 from 18 months to 2 years, 4/0

COUNCIL REGULAR AGENDA

4. BOARD OF ADMINISTRATIVE APPEALS APPOINTMENTS FOR ONE (1) FULL MEMBER AND ONE (1) ALTERNATE MEMBER, PARTIAL-TERM VACANCIES

Reso No. 2018/109 adopted appointing Darrell Goodbeer as Board Member, 4/0

Recommended Action: It is recommended that the Mayor nominate and Council appoint by resolution:

- 1) One Board Member to the Board of Administrative Appeals for a partial-term vacancy which will expire March 2020; and
- 2) One Alternate Board Member to the Board of Administrative Appeals for a partial-term (two-year term) which will expire July 2019.

***5. CONSIDERATION OF ACTION TO BE TAKEN REGARDING "INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE"**

Recommended Action: It is recommended that the City Council take one of the following actions concerning the Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line:

****Reso No. 2018/156 and***

Ord. No. 2150-C-S adopted, 3/1 (Ogorchock)

- A) Adopt the ordinance, without alteration; or
- B) Submit the ordinance, without alteration, to the voters.

COUNCIL REGULAR AGENDA – Continued

6. NEW WATER ACCOUNT ESTABLISHMENT PROCEDURES

Recommended Action: It is recommended that the City Council provide direction to staff on procedures for establishing new water accounts.

Direction given to Staff

7. CODE ENFORCEMENT CONTRACT STAFFING

Recommended Action: It is recommended that the City Council offer comment and/or direction to the City Manager regarding Code Enforcement Staffing Options.

Direction given to Staff

8. RESOLUTION REMOVING THE CLASS SPECIFICATION FOR DEPUTY PUBLIC WORKS DIRECTOR II AND ASSISTANT CITY ENGINEER II, REMOVING THE SALARY RANGE, AND REMOVING THE CLASSIFICATION FROM THE MANAGEMENT (SENIOR) BARGAINING UNIT

Reso No. 2018/110 adopted, 4/0

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

- 1) Removing the class specification for Deputy Public Works Director II and Assistant City Engineer II; and
- 2) Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification Salary Range and Removing the Deputy Public Works Director II Classification and Assistant City Engineer II Classification from the Management (Senior) Bargaining Unit.

9. PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION ORGANIZATIONAL STRUCTURE

Reso No. 2018/111 adopted, 4/0

Recommended Action: It is recommended that the City Council adopt a resolution freezing the Assistant City Engineer Position and Approving one (1) Project Manager position and authorizing the Appropriate Budget Adjustments.

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 - 9:54 p.m.

RESOLUTION NO. 2018/156

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
AND ENACTING THE INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS
WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER
APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE**

WHEREAS the City Clerk has issued a certificate verifying that proponents of the above referenced Initiative Petition have timely submitted petitions containing the required number of signatures pursuant to the Elections Code to qualify for an election; and

WHEREAS the City Council has determined to approve the Initiative rather than call an election;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, in accordance with Elections Code section 9215(a), hereby adopts the Initiative, attached and incorporated by reference to this Resolution as Exhibit 1, without alternation.

BE IT FURTHER RESOLVED that the City Clerk is directed to give notice of approval of the Initiative's amendments to the Antioch Municipal Code and Antioch General Plan as required by law.

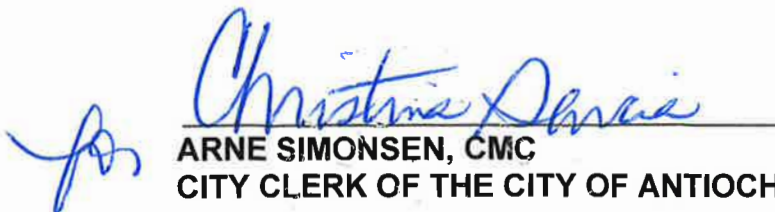
* * * * *

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 28th day of August, 2018 by the following vote:

AYES: Council Members Wilson, Thorpe and Mayor Wright

NOES: Council Member Ogorchock

ABSENT: Council Member Tiscareno


ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

RECEIVED

FEB - 8 2018

**CITY OF ANTIOCH
CITY CLERK**

Michael Amorosa
404 W. 4th Street
Antioch, CA 94509

February 8, 2018

Mr. Arne Simonsen, City Clerk
200 H Street
Antioch, CA 94509

Re.: Let Antioch Voters Decide: The Sand Creek Area Protection Initiative

Dear Mr. Simonsen:

Enclosed please find:

- (1) Notice of Intent to Circulate Petition
- (2) Text of the Let Antioch Voters Decide: The Sand Creek Area Protection Initiative *17 pages*
- (3) Declaration not to misuse signatures

Pursuant to Elections Code Section 9203(a), please have prepared a ballot title and summary of the enclosed initiative.

If at all possible, please furnish the ballot title and summary both electronically and in hard copy. My email address is xcrunnr@msn.com.

Thank you very much.

Sincerely



RECEIVED

FEB - 8 2018

Notice of Intent to Circulate Petition

CITY OF ANTIOCH
CITY CLERK

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Antioch for the purpose of amending the Antioch General Plan to protect open space, nature, agricultural lands and the quality of life of Antioch residents. A statement of the reasons of the proposed action as contemplated in the petition is as follows:


The Sand Creek area of south Antioch is a vital part of the remaining open space lands of the City. It includes hills, streams, wildlife habitat, and agricultural lands. But it is at risk of development. Recently, large-scale subdivisions have been proposed. This Initiative will preserve the natural qualities, wildlife, beauty and tranquility of the Sand Creek area. It will provide for agriculture and outdoor recreation, protect water quality, wildlife habitat and scenic views, maintain the urban limit line, and support City plans to revitalize developed areas already served by transit and other infrastructure. The Initiative will establish long-term protections that can be changed only by a vote of the people of Antioch.



Michael Amorosa
404 W. 4th Street
Antioch, CA 94509



Selina Button
320 W. 8th Street
Antioch, CA 94509



Kristina Gutilla
4449 Shannondale Drive
Antioch, CA 94531

RECEIVED

FEB - 8 2018

CITY OF ANTIOCH
CITY CLERK

ACKNOWLEDGEMENT REGARDING USE OF SIGNATURES

I, Michael Amorosa, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



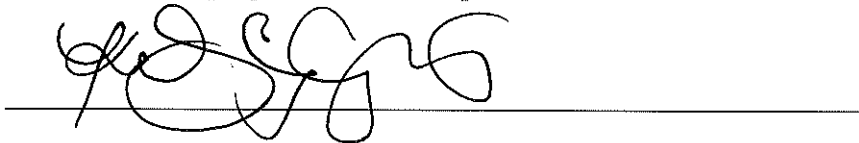
Dated this 6 day of February, 2018

I, Selina Butten, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



Dated this 6 day of February, 2018

I, Kristina Gutilla, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



Dated this 6 day of February, 2018

RECEIVED

FEB - 8 2018

CITY OF ANTIOCH
CITY CLERK

Let Antioch Voters Decide: The Sand Creek Area Protection Initiative

The people of the City of Antioch do ordain as follows:

Section 1: Purposes

The principle purposes of this Ordinance are to protect public security and wellbeing, and to preserve agriculture, nature, and open space in Antioch.

The Ordinance:

- restricts the extent and amount of development in Antioch;
- maintains the existing urban limit line;
- preserves nature, open spaces, and historic qualities;
- maintains agriculture;
- protects the Sand Creek stream corridor;
- limits traffic congestion in Antioch;
- requires voter approval to change these safeguards.

Section 2: Findings

The people of Antioch do find and declare:

(a) Protection of Agriculture and the Natural Environment: The area protected by this Initiative is undeveloped land in the Sand Creek area of south Antioch. It includes agricultural lands, hills, streams, and wildlife habitat. Historically, the area has been used for mining and ranching. It is a beautiful, natural contrast to urban development in Antioch and neighboring cities.

(b) Development in Antioch: There has been a large amount of residential development in Antioch in the last thirty years. This has created a serious housing/jobs imbalance, with many more houses than jobs. Antioch's population has more than doubled to 115,000. As a consequence, many of the desirable natural, open space and historic qualities of the city have been lost; much of what remains is in near-term jeopardy.

(c) Development in the Initiative Area: Large-scale subdivisions have been proposed in the area covered by the Initiative. Substantial additional development would destroy agriculture, stream qualities, grasslands and scenic views. Habitat for wildlife would be lost. Development would make traffic congestion worse on city streets and Highway 4, and would increase air pollution and greenhouse gas emissions in Antioch. Sprawl would be costly, to extend public facilities and services to new residential areas. Now is the time to protect these lands before they are permanently developed.

(d) Agriculture: Farmland is an irreplaceable natural resource, essential for food security. It is being lost steadily to development in the San Francisco Bay Area. More than 1,500 acres of land covered by this Initiative are classified as Farmland of Local Importance by the State Department of Conservation, over 650 acres as Prime Soils by the United States Department of Agriculture.

(e) Wildlife Habitat: A number of plant and animal species at risk of extinction exist in the Initiative Area. Land use must be carefully regulated to avoid ruining species habitats or obstructing migratory corridors.

(f) Watercourses: Sand Creek and its tributaries flow through the area covered by the Initiative. Development can have an adverse effect on the quality and quantity of that water, and on riparian wildlife. Residential development increases pollution by putting chemicals and automobile related effluents into runoff, and by reducing the area available for filtration. Flood and erosion control are often adverse to preservation of the natural qualities of streams.

(g) Scenic Beauty: The Sand Creek area is a scenic gateway to the City and contains the majority of Antioch's untrammelled hills. It serves as a prominent vista for residents and visitors. Development must be controlled in order to avoid spoiling these views and marring a major natural asset.

(h) Current Development Regulation: Antioch's existing General Plan does not provide adequate, secure protection for the Initiative Area. The General Plan permits large-scale development on these lands that are a vital part of the city's remaining open space. Further conversion to urban uses will occur unless a firm commitment is made now to preservation of agriculture and nature.

(i) Housing: The Initiative does not affect the City's ability to provide for housing required by State law. It maintains all sites that have been designated to meet Antioch's Regional Housing Needs Allocations.

(j) Burden of Proof: For purposes of California Evidence Code Section 669.5(c)(3), this Initiative is designed to protect agricultural use as defined in Government Code Section 51201(b), and open space land as defined in Government Code Section 65560(b).

(k) Federal and State Law: This Initiative is subject to Federal and State Law, which are not always clear and change. The Initiative provides explicitly that it does not apply, notwithstanding its terms or literal meaning, to the extent that its application would be contrary to Federal or State Law. This explicit limitation on applicability is to make certain that the provisions of the Initiative do not violate the law in any respect, infringe any person's legal rights or privileges, or subject the City to legal liability.

(l) Preservation of the Urban Limit Line: In 2005, Antioch voters adopted Measure K establishing an Urban Limit Line. Under that measure, through December 31, 2020, only the voters may change the location of the Line. After that date, voter approval is not required. Maintaining voter approval beyond 2020 is in the best interests of Antioch residents.

Section 3: Title

The title of this Initiative is “Let Antioch Voters Decide: The Sand Creek Area Protection Initiative.” It may be referred to in this General Plan and otherwise as the “Sand Creek Area Protection Initiative” or the “Sand Creek Initiative.” It is designated in the text interchangeably as the “Initiative,” “Measure,” or “Ordinance.”

Section 4: Amendment of Antioch General Plan

Sections 3 through 21 of this Initiative are added to the Antioch General Plan. They shall be located in the Plan where City officials deem appropriate. They shall be identified distinctly in the Plan and in subsequent plans and revisions as enacted by initiative.

Section 5: Initiative Area

This Initiative applies to land in the parcels listed in Section 20(h). (The map in Appendix 1 depicts approximately the area covered; in general, the land bounded by Black Diamond Mines Regional Preserve on the west, East Bay Regional Park District lands and the city border on the south, Deer Valley Road, and existing residential development on the north. The map is illustrative only. It is not enacted by the Initiative.)

The Initiative Area shall be designated “Rural Residential, Agriculture, Open Space” in this Plan, including its maps, figures, and tables.

Section 6: Compliance with Law

(a) Notwithstanding their terms or literal meaning, the provisions of this Ordinance are not applicable to the extent that courts decide that if they were applied they would violate the Federal or State Constitution or law.

(b) To the extent that a provision of this Ordinance does not apply because of subsection (a), the City may permit only that minimum parcel creation, development, or use required by Federal or State Constitution or law that most fully carries out the provisions and purposes of this Ordinance.

Section 7: State Housing Requirements

Nothing in this Ordinance, including in this Section, shall be applied to preclude City compliance with housing requirements imposed by the State. The City shall comply fully with State housing mandates in a way that is most consistent with the provisions and purposes of this Ordinance.

To the maximum extent practicable, the City shall meet State housing requirements outside the Initiative Area. If required housing must be located in the Initiative Area, no more land may be used than is necessary to meet State requirements. Minimum parcel size and

maximum development envelopes and floor areas in this Ordinance shall not apply to that land for State required housing.

Section 8: Minimum Parcel Size

The minimum parcel size is 80 acres, except for parcels that are legal under Section 17.

Section 9: Certificates of Compliance

The City shall not grant a certificate or conditional certificate of compliance regarding any division of land except as required by State law. All permissible restrictive conditions shall be imposed on a certificate. The owner or subsequent transferees of property shall be held to strict compliance with those conditions. A certificate of compliance creates no right to develop, nor diminishes in any respect the City's authority to control development.

Section 10: Permissible Uses

The following uses only, and their normal and appropriate accessory uses and developments, may be permitted by the City in the Initiative Area, provided however that all use and development must comply with the provisions of this Plan and with other City plans and ordinances:

(a) One single family dwelling unit on a parcel, secondary units required by State law, and housing occupied only by bona fide farm workers employed on the parcel or on a farm or ranch which includes the parcel;

(b) Rental of rooms to lodgers, including board, not exceeding four lodgers in a residence;

(c) In-home occupations and offices, secondary to residential use and conducted primarily by residents of a parcel;

(d) Agriculture, including grazing, arboriculture, horticulture, viticulture, research and breeding, rearing, care, use and sale or rental of ruminants, pigs, poultry and bees, but not including feedlots unless most of the feed over a calendar year will be grown in the Initiative Area; provided, however, only small scale dairy farms, pig farms, poultry ranches, vineyards, Christmas tree farms and nurseries may be permitted. Agriculture uses shall not cause unnecessary or unreasonable environmental harm, including air or water pollution, noise, or odor;

(e) Processing, storage or sale of agricultural produce, most of which over a calendar year is grown in the Initiative Area, that has no substantial deleterious effects on the environment, but not including freezing facilities or slaughterhouses;

(f) Breeding, rearing, boarding, training, care, use and sale or rental of horses, dogs and other animals not covered in paragraph (d), provided that any activity does not cause unnecessary or unreasonable environmental harm, including air or water pollution, noise, or odor;

(g) Low-intensity outdoor recreation, exercise, and pastimes predominantly for active participants, not spectators, and subordinate auxiliary uses and development, including camps, picnic facilities, provision of food and drink, and safety and sanitary services; these permissible uses and developments do not include, among other things, amusement or theme parks, golf courses, firearm ranges, stadiums or arenas (except equestrian riding rings), motor vehicle tracks, courses or facilities for off-road use, or recreational vehicle parking (other than vehicles for the personal use of the owner of the parcel) for more than 14 days within a month. Uses and developments permitted under this paragraph shall be compatible with a rural environment and not contribute significantly to pollution, noise, or other environmental harm;

(h) Institutional and other non-profit uses that predominantly serve permitted uses in the Initiative Area and adjacent areas, except cemeteries, and facilities for convalescence, rehabilitation and hospice care for not more than six patients, that do not substantially impair the environment;

(i) Government and public utility uses that are limited to meeting needs created by permitted uses in the Initiative Area, except to the extent the City Council reasonably finds substantial public need that cannot practicably be met outside that area, that do not unnecessarily or unreasonably impair the environment. However, this exception shall not apply to waste disposal, processing or treatment, or to electrical power production or transmission primarily for sale. The Antioch Unified School District may build and use school facilities. Publicly provided outdoor recreation and pastimes and subordinate auxiliary facilities are permitted if like private uses and development would be allowed;

(j) Occasional short-term events related to agriculture, animals or outdoor recreation that do not cause significant environmental harm.

Section 11: Areas of Special Environmental Concern

(a) Wetlands: Development or use, except for permissible flood control, is not permitted if by itself or in conjunction with other development or use it would reduce appreciably the quantity or biological quality of wetlands. "Wetlands" are areas permanently or periodically covered or saturated by water, including vernal pools, where hydrophytic vegetation is present under normal conditions, or soils are primarily hydric in nature, or are designated as wetlands by Federal or State law.

(b) Stream Corridors: Development or use is not permitted if by itself or in conjunction with other development or use it would impair appreciably the quantity or quality of water or of native vegetation in a stream corridor, except for permissible flood control, stock ponds, or preservation of special status species. "Stream corridors" are areas within 200 feet of the centerline of a permanent or intermittent stream.

(c) Grasslands: In permitting uses and developments, the City shall act to preserve a viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell

Ranch (Marsh Creek) State Park, as shown in Figure 8 (Proposed Habitat Linkages) in the Framework for Resource Management in Appendix A to this Plan.

(d) Wildlife: No development or use is permitted that by itself or in conjunction with other development or use would reduce appreciably the number, prevent the recovery in number, or impair the genetic variability of one or more special status species.

(e) Steep Slopes: No building may be located, in whole or in part, on a slope of 20% or more, unless there is no other site on a parcel. No building may be located on a site that cumulatively has access for more than 50 feet over a slope of 20% or more, unless there is no other site on a parcel. No grading may take place on a slope of 20% or more unless necessary to maintain fire roads or provide access to a permitted residence. Cultivated agriculture may not be conducted on a slope of 20% or more. Slope percentages are based on the steepness of slopes in their natural, unaltered state, and are calculated by dividing altitude increase over each 20 feet of vertical slope by 20.

Section 12: Development Envelopes

All buildings on a parcel must be located within a contiguous area, as compact as reasonably practicable, not to exceed 2 acres, except for buildings that the Council finds must necessarily be located outside that area for permitted agricultural use, processing, storage or sale of agricultural produce, breeding, boarding, rearing, care, training, use or sale or rental of animals under Section 10(f), outdoor recreation, exercise and pastimes, institutional or other non-profit uses, government or public utility use, and short-term events.

Section 13: Maximum Floor Areas

(a) The maximum aggregate floor areas for all floors in all buildings on a parcel, except basement and cellar floors, may not exceed 10,000 square feet; residential and residential accessory building floors may not exceed 6,000 square feet of this maximum.

(b) The City Council may increase the maximum floor area by up to 20,000 square feet, in aggregate, if necessary for agricultural use, processing or storage of produce, breeding, rearing, boarding, training, care and use of animals, outdoor recreation, exercises or pastimes, institutional or other non-profit uses, government or public utility use, or short-term events.

Section 14: Visual Safeguards

(a) New or reconfigured parcels must be created or drawn, to the extent practicable, to minimize visibility of development from roads, parks and other public places. Structures may not be located on or within 150 feet of any ridgeline or hilltop, or where they will project into the view of a ridgeline or hilltop from public places, unless there is no less intrusive site on the parcel or on a contiguous parcel in legal or de facto common ownership on or at any time subsequent to the date this Ordinance became effective. To the extent practicable, consistent with other provisions of this Plan, structures shall be located, including by setbacks from parcel boundaries, on that part of a parcel which minimizes visibility from roads, trails and other public

places. Roads shall be consolidated and located, as practicable, where they are least visible from public places.

(b) Development shall be subordinate to and blend harmoniously with the natural and open space qualities of the area where located. The alteration of natural topography, vegetation, and other qualities by grading, surfacing, excavation, or deposition of material shall be allowed only to the extent necessary for permitted uses. Appropriate landscaping, design, and building materials shall be required by the City in all cases to reduce as much as practicable the visual impact of development. The height of buildings may not exceed 30 feet, except as necessary for agricultural use.

(c) Visibility of development from roads, parks and other public places shall be determined from a reasonable, representative sample of vantage points that will accomplish the objectives of this Section.

Section 15: Covenants

Before a structure requiring City approval may be permitted on a parcel, the City must receive a fully-executed covenant, running with the land, that bars creation of parcels, development or use on the parcel that would not be permitted under this Initiative. The covenant shall be granted to the City and, if practicable, jointly to an independent land trust (that complies with the standards and practices of the Land Trust Alliance). The covenant shall be negative only. It shall convey no possessory interest to the City or Trust, nor confer any right of public access. The owner retains exclusive occupancy and use. The City has no responsibility or liability because of the covenant for acts or omissions on the property, except in good faith and effectually to remedy violations of the covenant. Covenants shall be recorded as appropriate in the County land records.

Section 16: Transferable Development Credits

The City shall study and evaluate a transferable development credits program as a means of transferring permissible development from the Initiative Area to other locations.

Section 17: Applicability

(a) Parcels, structures, uses, or surface alterations to the extent that they existed legally at the time this Ordinance became effective remain valid, except if their authorized time limit expires they may not be reestablished to the extent inconsistent with this Ordinance, they are eliminated voluntarily or abandoned, or a use is contrary to Section 11. Parcels, structures, surface alterations or uses may not be changed or expanded to the extent that would cause a violation of any provision of this Ordinance, or would augment or make more serious what would have been a violation if created or done after the Ordinance became effective.

(b) This Ordinance shall be applied to proposed parcels, development and uses that have not received all required City discretionary approvals and authorizations prior to the Ordinance's effective date, except to the degree application would be contrary to State law.

(c) This Ordinance applies to the City and to its agencies, officials and properties, as well as to all other persons and entities.

Section 18: Inconsistent City Plans, Ordinances and Actions

(a) Except as provided in Section 25, any provision of this General Plan, whether adopted before or after this Initiative became effective, is nullified to the extent that it is inconsistent with the Initiative, unless voters approved the provision after approval of the Initiative.

(b) Application of any specific or other City plan, or any ordinance, resolution or regulation is barred to the extent in conflict with this Initiative.

(c) To the extent inconsistent with this Initiative, no subdivision or parcel map, development agreement, permit, variance or other action may be approved, permitted or taken by the City, its agencies or officials (including approval or permission by law because of inaction), or is valid legally, unless mandated by State law.

(d) Provisions of this Plan and other City plans, ordinances, resolutions, regulations, and actions, whether adopted or taken before or after this Initiative became effective, are not inconsistent with the Initiative because they impose prohibitions, restrictions, regulations, conditions, requirements or remedies with respect to parcels, development, or use greater than or in addition to those imposed by the Initiative. The Initiative establishes only minimum prohibitions, restrictions, regulations, conditions, requirements and remedies which the City may augment or supplement without creating any conflict or inconsistency, provided that it does not permit parcels, development, or use barred by the Initiative.

Section 19: Implementation and Enforcement

(a) The Council, City agencies and officials shall enforce the provisions of this Measure diligently and effectually. They shall review uses and the location, nature, amount, visibility, and environmental effects of proposed developments and parcels to ensure compliance with the Measure. They shall use the most effective means at their disposal, subject to official discretion mandated by State law, to avoid, prevent, abate and remedy violations. Violations are public nuisances and, as provided by statute, misdemeanors.

(b) Residents, organizations with members in the City, and others with standing may enforce this Measure, and the covenants required under Section 15, by judicial proceedings against any government agency, person, group, or entity that is in violation of the Measure or a covenant, or to prevent violations.

(c) The City may, in its discretion, particularize and implement this Measure by appropriate legislation and actions, in all cases in full consistency with the substantive content and purposes of the Measure.

Section 20: Definitions

For purposes of this Ordinance, unless the text or context compels a different meaning:

- (a) “Appreciably” means measurably or perceivably and “appreciable” means measurable or perceivable, but not minute;
- (b) “Basements” and “cellars” are the lowest stories of buildings, but only if at least 80% of the story’s cubic area is below both the adjacent land level and the natural grade;
- (c) “Building” is any structure under a roof supported by one or more walls, columns, poles, or other means, including greenhouses, hoop houses and covered arenas;
- (d) “City” is the City of Antioch, and “Council” is the City Council of Antioch;
- (e) “Development” is the construction, erection, placement or appreciable alteration of a structure, including mobile dwelling units; it also means appreciable land alteration, including grading, surfacing, excavation, or deposition of material;
- (f) “Floor Area” means the area of all floors, regardless of composition including soil, under roof, in or connected to buildings, including porches, decks, carports, and attic floors to the extent that the height of the ceiling is five feet or more above the floor;
- (g) “Including” or “includes” means includes but is not limited to the items listed, consistent with the text and purposes of the Ordinance;
- (h) “Initiative Area” means the land designated on January 1, 2018, by Assessor’s Parcel Numbers 057-010-001, 057-010-002, 057-010-003, 057-010-004, 057-021-003, 057-041-001, 057-041-002, 057-041-003, 057-041-004, 057-041-005, 057-041-006, 057-041-007, 057-041-009, 057-041-013, 057-041-015, 057-041-016, 057-041-018, 057-041-019, 057-041-020, 057-041-021, 057-041-022, 057-041-023, 057-041-024, 057-060-006, 075-132-009, 075-132-010, 075-132-011, 075-132-012, 075-132-013, 075-132-014, 075-132-015, and 075-132-016;
- (i) “Practicable” means capable of being done or put into effect;
- (j) “Small-scale dairy farms, pig farms, poultry ranches, vineyards, Christmas tree farms, or nurseries” are those that are commonly classified or regarded as small in their respective lines of activity (the City Council can particularize these definitions in accordance with Section 19(c));
- (k) “Special status species” are species listed, proposed for listing, or candidates for listing as rare (plants), threatened or endangered under the Federal or California Endangered Species Acts, plant species with a Rare Plant Rank of 1A, 1B, 2 or 3 in the California Native Plant Society’s *Inventory of Rare and Endangered Vascular Plants of California*, plants listed as rare under the California Native Plant Protection Act, wildlife and invertebrate species listed by the California Department of Fish and Wildlife as species of special concern or fully protected species under California Fish and Game Code Sections 3511, 4700, 5050, and 5515, species that meet the

definition of rare or endangered under the California Environmental Quality Act (Sections 15380 and 15125(c)), species considered to be a taxon of special concern by local agencies, and species considered sufficiently rare by the scientific community to warrant special consideration;

(l) "Structure" includes any building, tower, utility line, tank, pole or other object constructed, erected or placed on a parcel, the existence and use of which requires location on the ground or attachment to some thing located directly or indirectly on the ground.

Section 21: Amendments

This Initiative may be repealed or amended only by the voters of Antioch, except the Council may make amendments that are fully consistent with the substantive content and purposes of the Initiative.

Section 22: Urban Limit Line

The location of the Urban Limit Line enacted in Antioch Measure K on November 8, 2005, may be changed only by the voters.

Section 23: Effective Date

This Initiative shall become effective on the date provided by statute, except if all the General Plan amendments permitted by law in the year in which the Initiative is approved have been made, the Initiative shall become effective at the beginning of January of the following year, as the first amendment of that year.

Section 24: Severability

If one or more than one section, subsection, paragraph, sentence, clause, term or application of this Measure is adjudicated to be invalid or inapplicable, that shall not cause any other part or application to be invalid or inapplicable unless the clear effect of holding that other part or application valid or applicable would be to defeat, on balance, the objectives of the Measure. Each part of this Measure would have been enacted as it is irrespective of the fact that one or more other parts are held invalid or inapplicable, except to the extent that enactment would have defeated, on balance, the purposes of the Measure.

Section 25: Conflicting Ballot Measures

If there were one or more other General Plan amendments on the same ballot as this Initiative, dealing with the same subject matter, that were approved by the voters, this Initiative shall be effective unless the other amendment or amendments received more votes and except to the extent that they constitute a complete regulatory scheme for an area or subject covered by this Initiative or are in specific, definite, irreconcilable conflict with this Initiative. Provisions in a measure purporting to nullify provisions of this Initiative on any other basis are ineffective.

Section 26: Changes in the General Plan for Consistency

(a) The General Plan is amended as follows to make it and this Ordinance consistent. Material in the Plan deleted is in strikeout type. Material added is underlined. Material unchanged is omitted, even within a paragraph or sentence, unless deemed necessary to understand an amendment.

(b) Notwithstanding Section 21 of this Ordinance, provisions in this Section may be amended by the City, provided that amendments are consistent with the substantive content of the other provisions of this Ordinance.

P. 4-6: **4.4 Intensity and Distribution of Land Use**

....Table 4.A...identifies which land use types are appropriate within which land use designations.

PP. 4-9 through 4-14:

Table 4.A – Appropriate Land Use Types

Rural Residential,
Agriculture, Open Space

Large Lot Residential. ... Residential developments of this type shall be designed as large suburban parcels within subdivisions within the Urban Limit Line and as rural residential uses in the Sand Creek Initiative Area and outside of the Urban Limit Line.

✓

...

Residential Care Facilities.

✓

...

Outdoor Recreational Facilities.

✓

...

Recreational Vehicle Park.

✓7

...

Open Space.

✓

Religious Assembly.

✓1

Schools, Public and Private.

✓1

P. 4-15: **Table 4.B – Anticipated Maximum General Plan Build Out in the City of Antioch**

	Single-Family (Dwelling Units)	Multi-Family (Dwelling Units)
Focus Areas¹		
Sand Creek Focus Area	3,537 1,938	433 162
Subtotal	6,439 4,839	5,570 4,941
TOTAL	35,462 33,862	11,912 11,284

P. 4-17: Table 4.D – Anticipated Maximum General Plan Build Out in the General Plan Study Area

	Single-Family (Dwelling Units)		Multi-Family (Dwelling Units)	
Focus Areas¹				
Sand Creek Focus Area	3,537	1,938	433	162
Subtotal	6,839	5,239	5,570	4,941
TOTAL	35,862	34,262	11,912	11,284

P. 4-18: 4.4.1.1 Residential Land Use Designations

~~Six~~ Seven residential land use designations are set forth

Rural Residential, Agriculture, Open Space. This designation allows single-family rural residential development as provided by the Sand Creek Area Protection Initiative. This designation, typically involving large parcels, protects agriculture, grasslands, and open space as well as permitting housing in rural areas. Maximum house size with accessory buildings is 6,000 square feet. Dwelling unit densities are less than one per acre. Population densities typically will be less than one person per acre.

PP. 4-38 through 4-44: 4.4.6.7 Sand Creek, b. Policy Direction

~~The Sand Creek Focus Area is intended to function as a large-scale planned community providing needed housing and employment opportunities. This Focus Area is also intended to provide substantial employment opportunities. West of Deer Valley Road, the Sand Creek Focus Area, under the Sand Creek Initiative, provides rural residential housing and preserves agriculture, grasslands, and open space. East of Deer Valley Road, it provides primarily housing and employment opportunities. Up to approximately 280 acres are to be devoted to retail and employment generating uses east of Deer Valley Road, which will result in the creation of up to 6,500 jobs at build out. Residential development within the Sand Creek Focus Area east of Deer Valley Road will provide for a range of housing types, including upper income estate housing, golf course-oriented age-restricted housing for seniors, suburban single-family detached housing for families or for seniors, and multifamily development. Residential development west of Deer Valley Road will be low-density, rural single-family detached houses. The Sand Creek stream corridor, hilltops, ridgelines, hillsides and sensitive biological resources will be protected throughout the Focus Area.~~

- k. A maximum of ~~4,000~~ 2,100 dwelling units may be constructed within the Sand Creek Focus Area.density bonuses may not exceed the total maximum of ~~4,000~~ 2,100 dwelling units for the Sand Creek Focus Area.
- l. It is recognized that although the ultimate development yield for the Focus Area may be no higher than the ~~4,000~~ 2,100 dwelling unit maximum, the actual development yield is not guaranteed by the General Plan, and could be substantially lower.
- m. As a means of expanding the range of housing choices available within Antioch, ~~three~~ several types of “upscale” housing ~~are to~~ may be provided, including Hillside Estate Housing and Executive Estate Housing, ~~and Golf Course Oriented Housing.~~

Hillside Estate Housing consists of residential development within the hilly portions of the Focus Area east of Deer Valley Road that are designated for residential development.

Executive Estate Housing consists of large lot suburban subdivisions within the flatter portions of the Focus Area east of Deer Valley Road.

~~Golf Course-Oriented Housing consists of residential dwelling units fronting on a golf course to be constructed within the portion of the Focus Area identified as Golf Course/Senior Housing/Open Space in Figure 4.8. Appropriate land use types include Single Family Detached and Small Lot Single Family detached for lots fronting on the golf course. Maximum densities for golf course-oriented housing would typically be 4 du/ac, with lot sizes as small as 5,000 square feet for lots actually fronting the golf course. Given the significant environmental topographic constraints in the portion of the focus area west of Empire Mine Road, the minimum lot size for executive estate housing within this area shall be a minimum of 10,000 square feet. This would allow additional development flexibility in situations where executive estate housing needs to be clustered in order to preserve existing natural features. In no case shall the 10,000 square foot minimum lot size constitute more than 20 percent of the total number of executive estate housing units in the area west of Empire Mine Road. The anticipated population density for this land use type is up to eight to twelve persons per acre developed for residential uses. Should the City determine as part of the development review process that development of a golf course within the area having this designation would be infeasible, provision of an alternative open space program may be permitted, provided, however, that the overall density of lands designated Golf Course/Senior Housing/Open Space not be greater than would have occurred with development of a golf course.~~

- q. Age-restricted senior housing...may be developed in any of the residential areas of the Sand Creek Focus Area east of Deer Valley Road, or on parcel 057-041-012, west of Deer Valley Road, which is not included in the Sand Creek Initiative Area.
- s. Sand Creek, ridgelines, hilltops, stands of oak trees, and significant landforms shall be preserved in their natural condition. Overall, a minimum of 25 more than 80 percent of the Sand Creek Focus Area shall west of Deer Valley Road will be preserved in open space, with large lot sizes, restrictions on use, and limitations on development envelopes and building floor areas, and other regulations exclusive of lands developed for golf course use.
- v. A viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell Ranch State Park shall be retained using linkages in the southwestern portion of the Lone Tree Valley (within the Sand Creek drainage area), Horse Valley, and the intervening ridge.

~~—To preserve this corridor and in view of other significant development constraints, certain lands in the southwestern portion of the Focus Area shall be designated as “Open Space,” as depicted in Figure 4.8. Limited future adjustments to the boundaries of this “Open Space” area may occur as part of the Specific Plan and/or project level environmental review~~

processes, provided that such adjustments: (a) are consistent with the goals and policies outlined in the Framework for Resource Management set forth in Appendix A; (b) are based upon subsequently developed information and data relating to environmental conditions or public health and safety that is available at the Specific Plan stage, the project level development stage, or during the permitting processes with federal, state or regional regulatory agencies; and (c) would not cause the "Open Space" area west of Empire Mine Road to be less than 65 percent of the total lands west of Empire Mine Road. Any open space and otherwise undeveloped areas west of Empire Mine Road that are within the area designated as "Hillside and Estate Residential" shall not count towards meeting this 65 percent minimum "Open Space" requirement.

~~Due to the varied and complex topography west of Empire Mine Road the exact boundary between the "Hillside Estate" residential area and "Estate" residential area shall be determined as part of the project level entitlement process.~~

~~It is anticipated that there will be only minor adjustments to the boundary between the open space area and the hillside and estate residential area shown in Figure 4.8. Minor adjustments may be made to this boundary provided that such adjustments shall not create islands of residential development within the area designated open space in Figure 4.8.~~

~~In order to ensure adequate buffering of the Black Diamond Mines Regional Park from development in the Sand Creek Focus Area, no residential development shall be allowed north of the Sand Creek channel between the area designated "Hillside and Estate Residential" in Figure 4.8 west of Empire Mine Road and the existing Black Diamond Mines Regional Park boundary.~~

- gg. ~~subject to its financial feasibility (see Policy "m"), a golf course shall be provided within the Focus Area, designed in such a way as to maximize frontage for residential dwellings. The golf course may also be designed to serve as a buffer between development and open space areas set aside to mitigate the impacts of development.~~

~~The golf course shall be designed to retain the existing trail within Sand Creek.~~

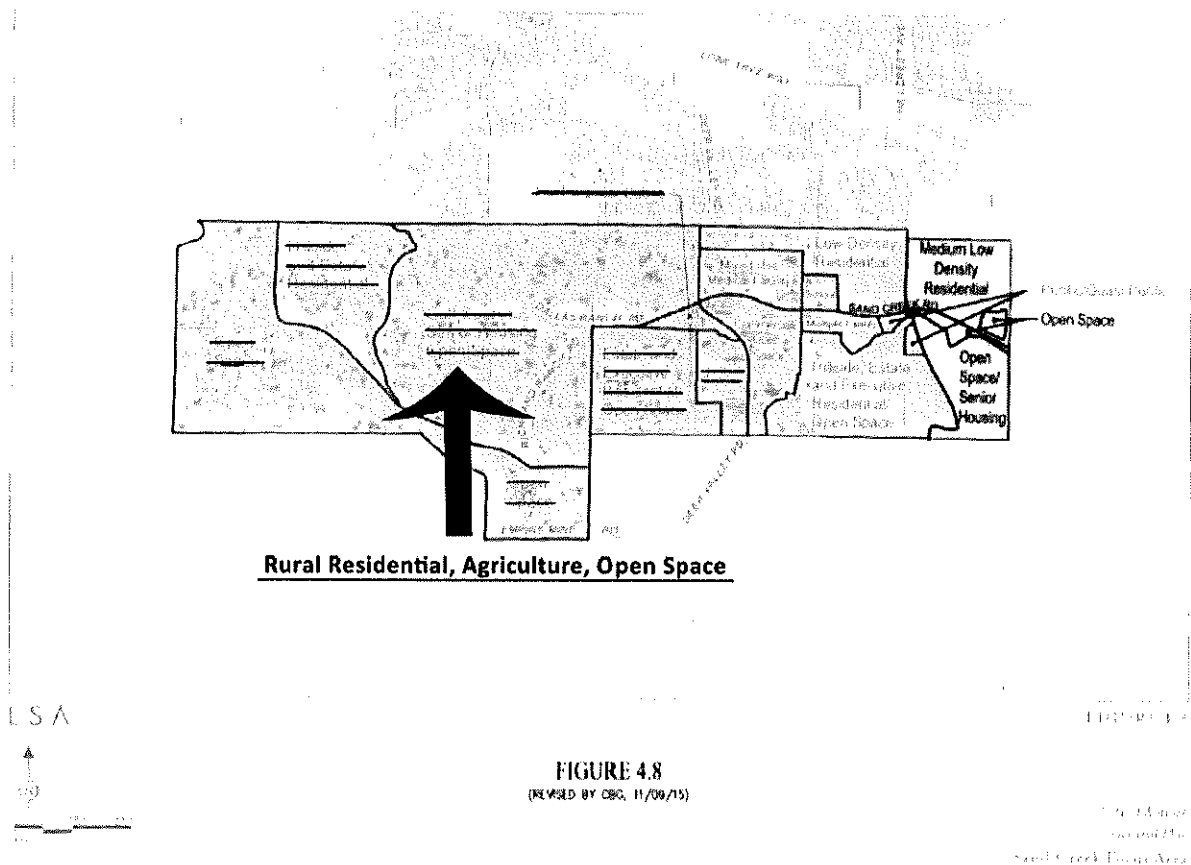
~~The golf course and Sand Creek corridor shall function as a visual amenity from the primary access road within the Focus Area (Dallas Ranch Road/Sand Creek Road).~~

~~As part of the golf course clubhouse, banquet and conference facilities shall be provided.~~

- hh gg. A park program, providing active and passive recreational opportunities is to be provided. In addition to a golf course and preservation of natural open space within Sand Creek and the steeper portions of the Focus Area, the development shall meet the City's established park standards. In the Sand Creek Initiative Area parks shall also comply with Sections 10(g), 10 (i), 11 and 14 of the Initiative.

P. 4-45: Figure 4.8, Sand Creek Focus Area

Figure 4.8 is hereby amended to designate the Sand Creek Area Protection Initiative Area “Rural Residential, Agriculture, Open Space.” The designations Golf Course, Senior Housing, Open Space, Hillside and Estate Residential, Estate and Executive Residential, and Low Density Residential are eliminated from the Initiative Area.



P. 4-57: 4.4.7. Voter-Approved Urban Limit Line

~~Until December 31, 2020,~~ The location of the Voter-Approved Urban Limit Line may be amended only by the voters of the City.

P. 5-2: 5.2 Existing Community Design, first paragraph

...Most of the open lands in the southwest Antioch are located within the Black Diamond Mines Regional Preserve, Contra Loma Regional Park, or the Sand Creek Focus Area, an area of mostly privately-owned ranch land ~~that is~~ some portions of which are planned for development.

P. 5-10: 5.4.2.e General Design Policies

- Utilize existing creeks, such as Sand Creek, as linear parks, providing pedestrian and bicycle paths, consistent with Section 11(b) of the Sand Creek Initiative.

P. 5-24: 5.4.14 Hillside Design Policies

t. Sections 11(e) and 14 of the Sand Creek Initiative apply to Hillside Design in the Initiative Area to the extent that they impose greater restrictions or requirements on development than the policies in this Section 5.4.14.

P. 7-2: Table 7.A – Primary Arterials in Antioch

Under Arterial	Activity Centers Served
-----------------------	--------------------------------

Dallas Ranch Road	Sand Creek Specific Plan, including proposed golf course and <u>Focus Area</u> employment-generating areas.
-------------------	--

P. 10-5: 10.3.2 Open Space Policies

f. In the Sand Creek Initiative Area, trails shall not impair appreciably the quantity or quality of water or of native vegetation in a stream corridor, as defined by Section 11(b) of the Initiative.

P. 10-7: Special Status Species

Special-status species are defined as:

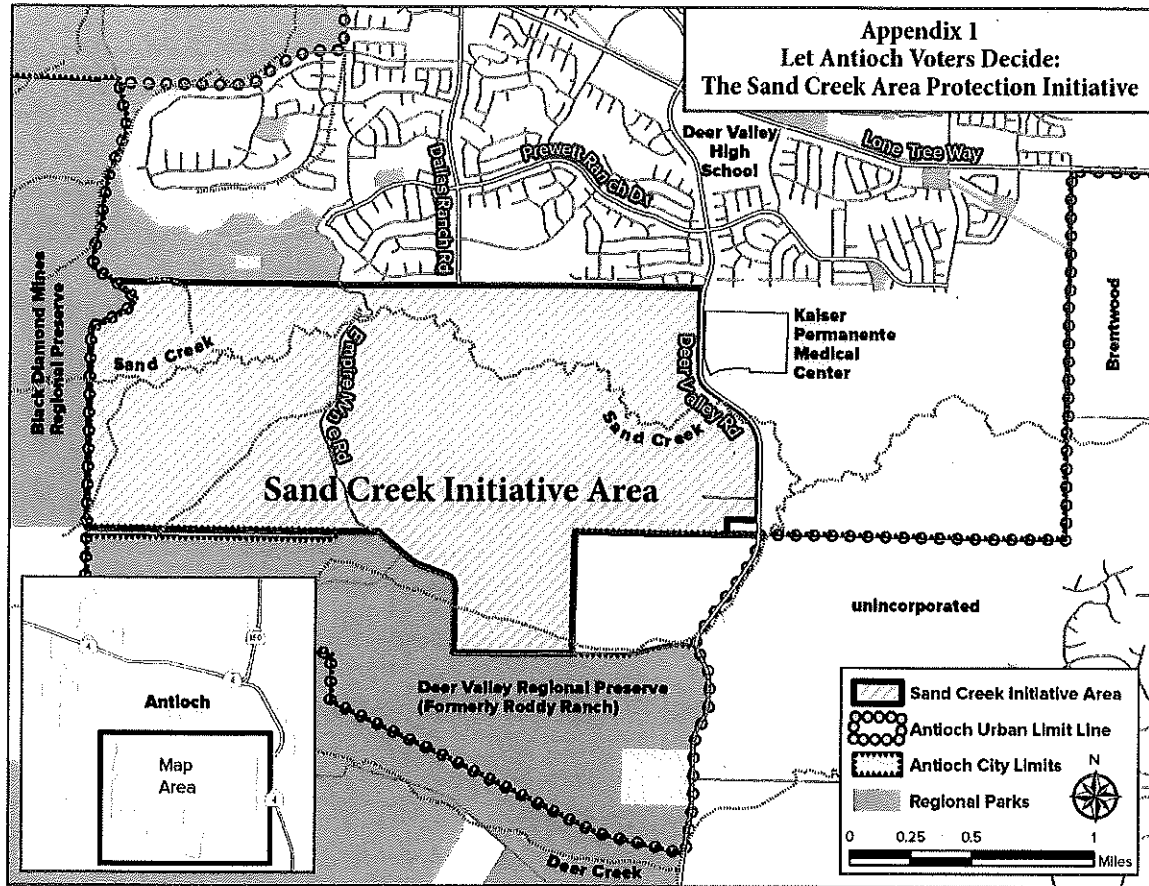
- Species that are listed, proposed for listing, or designated as candidates for listing, as threatened or endangered under the Federal Endangered Species Act;
- Species that are listed, proposed for listing, or designated as candidates for listing as rare (plants), threatened, or endangered under the California Endangered Species Act;
- Plant species ~~on List 1A, List 1B, List 2, and List 3~~ with a Rare Plant Rank of 1A, 1B, 2 or 3 in the California Native Plant Society's *Inventory of Rare and Endangered Vascular Plants of California*;
- Plants listed as rare under the California Native Plant Protection Act;
- Wildlife and invertebrate species listed by the California Department of Fish and Game Wildlife as species of special concern or fully protected species under California Fish and Game Code Sections 3511, 4700, 5050, and 5515;
- Species that meet the definition of rare or endangered under the California Environmental Quality Act (under Sections 15380 and 15125(c) of CEQA¹); ~~and~~
- Species ~~C~~onsidered to be a taxon of special concern by local agencies; and
- Species considered sufficiently rare by the scientific community to warrant special consideration.

10.4.2 Biological Resources Policies

a. Wetlands shall be protected in the Sand Creek Initiative Area in accordance with Section 11(a) of the Initiative.

d. – Section 11(d) of the Sand Creek Initiative may impose more protections for special-status species in the Initiative Area.

Appendix 1



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of November 24, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Cole & Huber LLP

APPROVED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Adoption of a Resolution Rescinding Resolution 2018/156, Approving the Initiative to Change General Plan Designations Within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution rescinding Resolution No. 2018/156, approving the Initiative To Change General Plan Designations Within The Sand Creek Focus Area and permanently require voter approval of amendments to the urban limit line (the “**Let Antioch Voters Decide**” or “**LAVD**” Initiative).

FISCAL IMPACT

There is no fiscal impact associated with the proposed action.

DISCUSSION

The rescission will formally recognize that the City Council’s August 28, 2018 approval of the LAVD Initiative is of no further legal effect. **This action will not affect the voters’ approval of Measure T. The City Council’s rescission of its 2018 ordinance will only recognize that the City Council’s previous approval was not lawful in light of the Superior Court’s issuance of the Writ of Mandate.**

On August 28, 2018, following a staff report by former Interim City Attorney Derek Cole, the City Council, under Elections Code sections 9215(b), adopted Resolution 2018/156, approving the LAVD Initiative. The City Council took this action in lieu of calling an election on the initiative.

Two petitioners challenged the City Council’s 2018 adoption of the LAVD Initiative in two legal actions, *Oak Hill Park Company v. City of Antioch et al.*, Contra Costa Superior Court Case No. N18-2229, and *Zeka Ranch One, LLC et al. v. City of Antioch et al.*, Contra Costa Superior Court Case No. N18-2231 (collectively, the “**Legal Actions**”).

On October 25, 2019, the Contra Costa Superior Court issued a Peremptory Writ of Mandate, adopting a final order determining the City Council's adoption of the LAVD Initiative was improper and directing the City Council to rescind its adoption and call an election on the LAVD Initiative.

On June 9, 2020, the City Council adopted Resolution No. 2020/96, calling an election on the LAVD Initiative at the November 3, 2020 General Election. The LAVD Initiative was designed as Measure T by the Contra Costa County Elections Division. An election was held and City voters approved the measure.

To achieve compliance with the Contra Costa Superior Court's directive to the City Council in the Writ of Mandate, the City Council must rescind Resolution No. 2018/156. A resolution rescinding this ordinance is attached as **Attachment A**.

Following the approval of this Resolution, the City will file a legal document called a "return," which will allow the Court to discharge its Writ of Mandate. The Superior Court's discharge of the Writ of Mandate will formally end the Legal Actions regarding the City Council's 2018 approval of the LAVD Initiative.

ATTACHMENTS

- A. Resolution
Exhibit 1 to Resolution - Resolution 2018/156
- B. Writ of Mandate
- C. Summary of Ordinance No. 2150-C-S

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
RESCINDING RESOLUTION NO. 2018/156, APPROVING THE INITIATIVE TO
CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS
AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO
URBAN LIMIT LINE**

WHEREAS on July 2, 2018, the City Clerk issued a certificate determining that the Initiative to Change General Plan Designations Within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line (the “**Let Antioch Voters Decide Initiative**” or “**LAVD Initiative**”), qualified for the ballot;

WHEREAS on July 24, 2018, the City Council directed that a review of the LAVD Initiative be conducted per California Elections Code section 9212 and 9215(c), which review was considered at a Special City Council Meeting on August 24, 2018;

WHEREAS on August 28, 2018, the City Council, invoking Elections Code sections 9215(b), adopted Ordinance 2150-C-S, approving the LAVD Initiative in lieu of calling an election on the initiative;

WHEREAS two petitioners challenged the City Council’s adoption of Resolution No. 2018/156 in two legal actions, *Oak Hill Park Company v. City of Antioch et al.*, Contra Costa Superior Court Case No. N18-2229, and *Zeka Ranch One, LLC et al. v. City of Antioch et al.*, Contra Costa Superior Court Case No. N18-2231 (collectively, the “**Legal Actions**”);

WHEREAS on October 25, 2019, the Contra Costa Superior Court issued a Peremptory Writ of Mandate, a true and correct copy of which is attached as **Attachment B** (“Writ of Mandate”), adopting a final order determining the City Council’s adoption of the LAVD Initiative was improper and directing the City Council to rescind its adoption and call an election on the LAVD Initiative;

WHEREAS on June 9, 2020, the City Council adopted Resolution No. 2020/96. calling an election on the LAVD Initiative at the November 3, 2020 General Election; and

WHEREAS on November 3, 2020, an election was duly held on the LAVD Initiative, which the Contra County Elections Division designated as Measure T.

NOW, THEREFORE, BE IT RESOLVED that in lieu of the completion of the November 3, 2020 election on the LAVD Initiative (“**Measure T**”), and to achieve compliance with the Contra Costa Superior Court’s directive to the City Council in the Writ of Mandate, the City Council of the City of Antioch does hereby rescind Resolution No. 2018/156.

RESOLUTION NO. _____

[Date], 2020

Page 2

BE IT FURTHER RESOLVED the City Council directs the City Attorney or designee to file a Return to the Writ of Mandate and to attach to the City's Return a true and correct copy of this Resolution to demonstrate compliance with and to seek the discharge of the Writ of Mandate.

* * * * *

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 ____ day of _____ 2020 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

RESOLUTION NO. 2018/156

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
AND ENACTING THE INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS
WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER
APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE**

WHEREAS the City Clerk has issued a certificate verifying that proponents of the above referenced Initiative Petition have timely submitted petitions containing the required number of signatures pursuant to the Elections Code to qualify for an election; and

WHEREAS the City Council has determined to approve the Initiative rather than call an election;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, in accordance with Elections Code section 9215(a), hereby adopts the Initiative, attached and incorporated by reference to this Resolution as Exhibit 1, without alternation.

BE IT FURTHER RESOLVED that the City Clerk is directed to give notice of approval of the Initiative's amendments to the Antioch Municipal Code and Antioch General Plan as required by law.

* * * * *

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 28th day of August, 2018 by the following vote:

AYES: Council Members Wilson, Thorpe and Mayor Wright

NOES: Council Member Ogorchock

ABSENT: Council Member Tiscareno


ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

Michael Amorosa
404 W. 4th Street
Antioch, CA 94509

RECEIVED

FEB - 8 2018

CITY OF ANTIOCH
CITY CLERK

February 8, 2018

Mr. Arne Simonsen, City Clerk
200 H Street
Antioch, CA 94509

Re.: Let Antioch Voters Decide: The Sand Creek Area Protection Initiative

Dear Mr. Simonsen:

Enclosed please find:

- (1) Notice of Intent to Circulate Petition
- (2) Text of the Let Antioch Voters Decide: The Sand Creek Area Protection Initiative *17 pages*
- (3) Declaration not to misuse signatures

Pursuant to Elections Code Section 9203(a), please have prepared a ballot title and summary of the enclosed initiative.

If at all possible, please furnish the ballot title and summary both electronically and in hard copy. My email address is xcrunnr@msn.com.

Thank you very much.

Sincerely



RECEIVED

FEB - 8 2018

Notice of Intent to Circulate Petition

CITY OF ANTIOCH
CITY CLERK

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Antioch for the purpose of amending the Antioch General Plan to protect open space, nature, agricultural lands and the quality of life of Antioch residents. A statement of the reasons of the proposed action as contemplated in the petition is as follows:

The Sand Creek area of south Antioch is a vital part of the remaining open space lands of the City. It includes hills, streams, wildlife habitat, and agricultural lands. But it is at risk of development. Recently, large-scale subdivisions have been proposed. This Initiative will preserve the natural qualities, wildlife, beauty and tranquility of the Sand Creek area. It will provide for agriculture and outdoor recreation, protect water quality, wildlife habitat and scenic views, maintain the urban limit line, and support City plans to revitalize developed areas already served by transit and other infrastructure. The Initiative will establish long-term protections that can be changed only by a vote of the people of Antioch.



Michael Amorosa
404 W. 4th Street
Antioch, CA 94509



Selina Button
320 W. 8th Street
Antioch, CA 94509

Kristina Gutilla
4449 Shannondale Drive
Antioch, CA 94531

RECEIVED

FEB - 8 2018

CITY OF ANTIOCH
CITY CLERK

ACKNOWLEDGEMENT REGARDING USE OF SIGNATURES

I, Michael Amorosa, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



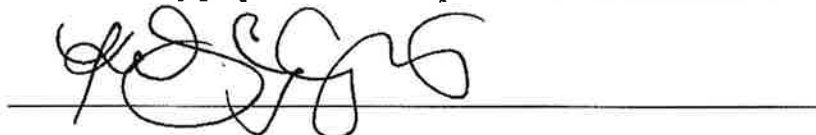
Dated this 6 day of February, 2018

I, Selina Button, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



Dated this 6 day of February, 2018

I, Kristina Gutilla, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



Dated this 6 day of February, 2018

RECEIVED

FEB - 8 2018

Let Antioch Voters Decide: The Sand Creek Area Protection Initiative

CITY OF ANTIOCH
CITY CLERK

The people of the City of Antioch do ordain as follows:

Section 1: Purposes

The principle purposes of this Ordinance are to protect public security and wellbeing, and to preserve agriculture, nature, and open space in Antioch.

The Ordinance:

- restricts the extent and amount of development in Antioch;
- maintains the existing urban limit line;
- preserves nature, open spaces, and historic qualities;
- maintains agriculture;
- protects the Sand Creek stream corridor;
- limits traffic congestion in Antioch;
- requires voter approval to change these safeguards.

Section 2: Findings

The people of Antioch do find and declare:

(a) Protection of Agriculture and the Natural Environment: The area protected by this Initiative is undeveloped land in the Sand Creek area of south Antioch. It includes agricultural lands, hills, streams, and wildlife habitat. Historically, the area has been used for mining and ranching. It is a beautiful, natural contrast to urban development in Antioch and neighboring cities.

(b) Development in Antioch: There has been a large amount of residential development in Antioch in the last thirty years. This has created a serious housing/jobs imbalance, with many more houses than jobs. Antioch's population has more than doubled to 115,000. As a consequence, many of the desirable natural, open space and historic qualities of the city have been lost; much of what remains is in near-term jeopardy.

(c) Development in the Initiative Area: Large-scale subdivisions have been proposed in the area covered by the Initiative. Substantial additional development would destroy agriculture, stream qualities, grasslands and scenic views. Habitat for wildlife would be lost. Development would make traffic congestion worse on city streets and Highway 4, and would increase air pollution and greenhouse gas emissions in Antioch. Sprawl would be costly, to extend public facilities and services to new residential areas. Now is the time to protect these lands before they are permanently developed.

(d) **Agriculture:** Farmland is an irreplaceable natural resource, essential for food security. It is being lost steadily to development in the San Francisco Bay Area. More than 1,500 acres of land covered by this Initiative are classified as Farmland of Local Importance by the State Department of Conservation, over 650 acres as Prime Soils by the United States Department of Agriculture.

(e) **Wildlife Habitat:** A number of plant and animal species at risk of extinction exist in the Initiative Area. Land use must be carefully regulated to avoid ruining species habitats or obstructing migratory corridors.

(f) **Watercourses:** Sand Creek and its tributaries flow through the area covered by the Initiative. Development can have an adverse effect on the quality and quantity of that water, and on riparian wildlife. Residential development increases pollution by putting chemicals and automobile related effluents into runoff, and by reducing the area available for filtration. Flood and erosion control are often adverse to preservation of the natural qualities of streams.

(g) **Scenic Beauty:** The Sand Creek area is a scenic gateway to the City and contains the majority of Antioch's untrammelled hills. It serves as a prominent vista for residents and visitors. Development must be controlled in order to avoid spoiling these views and marring a major natural asset.

(h) **Current Development Regulation:** Antioch's existing General Plan does not provide adequate, secure protection for the Initiative Area. The General Plan permits large-scale development on these lands that are a vital part of the city's remaining open space. Further conversion to urban uses will occur unless a firm commitment is made now to preservation of agriculture and nature.

(i) **Housing:** The Initiative does not affect the City's ability to provide for housing required by State law. It maintains all sites that have been designated to meet Antioch's Regional Housing Needs Allocations.

(j) **Burden of Proof:** For purposes of California Evidence Code Section 669.5(c)(3), this Initiative is designed to protect agricultural use as defined in Government Code Section 51201(b), and open space land as defined in Government Code Section 65560(b).

(k) **Federal and State Law:** This Initiative is subject to Federal and State Law, which are not always clear and change. The Initiative provides explicitly that it does not apply, notwithstanding its terms or literal meaning, to the extent that its application would be contrary to Federal or State Law. This explicit limitation on applicability is to make certain that the provisions of the Initiative do not violate the law in any respect, infringe any person's legal rights or privileges, or subject the City to legal liability.

(l) **Preservation of the Urban Limit Line:** In 2005, Antioch voters adopted Measure K establishing an Urban Limit Line. Under that measure, through December 31, 2020, only the voters may change the location of the Line. After that date, voter approval is not required. Maintaining voter approval beyond 2020 is in the best interests of Antioch residents.

Section 3: Title

The title of this Initiative is "Let Antioch Voters Decide: The Sand Creek Area Protection Initiative." It may be referred to in this General Plan and otherwise as the "Sand Creek Area Protection Initiative" or the "Sand Creek Initiative." It is designated in the text interchangeably as the "Initiative," "Measure," or "Ordinance."

Section 4: Amendment of Antioch General Plan

Sections 3 through 21 of this Initiative are added to the Antioch General Plan. They shall be located in the Plan where City officials deem appropriate. They shall be identified distinctly in the Plan and in subsequent plans and revisions as enacted by initiative.

Section 5: Initiative Area

This Initiative applies to land in the parcels listed in Section 20(h). (The map in Appendix 1 depicts approximately the area covered; in general, the land bounded by Black Diamond Mines Regional Preserve on the west, East Bay Regional Park District lands and the city border on the south, Deer Valley Road, and existing residential development on the north. The map is illustrative only. It is not enacted by the Initiative.)

The Initiative Area shall be designated "Rural Residential, Agriculture, Open Space" in this Plan, including its maps, figures, and tables.

Section 6: Compliance with Law

(a) Notwithstanding their terms or literal meaning, the provisions of this Ordinance are not applicable to the extent that courts decide that if they were applied they would violate the Federal or State Constitution or law.

(b) To the extent that a provision of this Ordinance does not apply because of subsection (a), the City may permit only that minimum parcel creation, development, or use required by Federal or State Constitution or law that most fully carries out the provisions and purposes of this Ordinance.

Section 7: State Housing Requirements

Nothing in this Ordinance, including in this Section, shall be applied to preclude City compliance with housing requirements imposed by the State. The City shall comply fully with State housing mandates in a way that is most consistent with the provisions and purposes of this Ordinance.

To the maximum extent practicable, the City shall meet State housing requirements outside the Initiative Area. If required housing must be located in the Initiative Area, no more land may be used than is necessary to meet State requirements. Minimum parcel size and

maximum development envelopes and floor areas in this Ordinance shall not apply to that land for State required housing.

Section 8: Minimum Parcel Size

The minimum parcel size is 80 acres, except for parcels that are legal under Section 17.

Section 9: Certificates of Compliance

The City shall not grant a certificate or conditional certificate of compliance regarding any division of land except as required by State law. All permissible restrictive conditions shall be imposed on a certificate. The owner or subsequent transferees of property shall be held to strict compliance with those conditions. A certificate of compliance creates no right to develop, nor diminishes in any respect the City's authority to control development.

Section 10: Permissible Uses

The following uses only, and their normal and appropriate accessory uses and developments, may be permitted by the City in the Initiative Area, provided however that all use and development must comply with the provisions of this Plan and with other City plans and ordinances:

(a) One single family dwelling unit on a parcel, secondary units required by State law, and housing occupied only by bona fide farm workers employed on the parcel or on a farm or ranch which includes the parcel;

(b) Rental of rooms to lodgers, including board, not exceeding four lodgers in a residence;

(c) In-home occupations and offices, secondary to residential use and conducted primarily by residents of a parcel;

(d) Agriculture, including grazing, arboriculture, horticulture, viticulture, research and breeding, rearing, care, use and sale or rental of ruminants, pigs, poultry and bees, but not including feedlots unless most of the feed over a calendar year will be grown in the Initiative Area; provided, however, only small scale dairy farms, pig farms, poultry ranches, vineyards, Christmas tree farms and nurseries may be permitted. Agriculture uses shall not cause unnecessary or unreasonable environmental harm, including air or water pollution, noise, or odor;

(e) Processing, storage or sale of agricultural produce, most of which over a calendar year is grown in the Initiative Area, that has no substantial deleterious effects on the environment, but not including freezing facilities or slaughterhouses;

(f) Breeding, rearing, boarding, training, care, use and sale or rental of horses, dogs and other animals not covered in paragraph (d), provided that any activity does not cause unnecessary or unreasonable environmental harm, including air or water pollution, noise, or odor;

(g) Low-intensity outdoor recreation, exercise, and pastimes predominantly for active participants, not spectators, and subordinate auxiliary uses and development, including camps, picnic facilities, provision of food and drink, and safety and sanitary services; these permissible uses and developments do not include, among other things, amusement or theme parks, golf courses, firearm ranges, stadiums or arenas (except equestrian riding rings), motor vehicle tracks, courses or facilities for off-road use, or recreational vehicle parking (other than vehicles for the personal use of the owner of the parcel) for more than 14 days within a month. Uses and developments permitted under this paragraph shall be compatible with a rural environment and not contribute significantly to pollution, noise, or other environmental harm;

(h) Institutional and other non-profit uses that predominantly serve permitted uses in the Initiative Area and adjacent areas, except cemeteries, and facilities for convalescence, rehabilitation and hospice care for not more than six patients, that do not substantially impair the environment;

(i) Government and public utility uses that are limited to meeting needs created by permitted uses in the Initiative Area, except to the extent the City Council reasonably finds substantial public need that cannot practicably be met outside that area, that do not unnecessarily or unreasonably impair the environment. However, this exception shall not apply to waste disposal, processing or treatment, or to electrical power production or transmission primarily for sale. The Antioch Unified School District may build and use school facilities. Publicly provided outdoor recreation and pastimes and subordinate auxiliary facilities are permitted if like private uses and development would be allowed;

(j) Occasional short-term events related to agriculture, animals or outdoor recreation that do not cause significant environmental harm.

Section 11: Areas of Special Environmental Concern

(a) Wetlands: Development or use, except for permissible flood control, is not permitted if by itself or in conjunction with other development or use it would reduce appreciably the quantity or biological quality of wetlands. "Wetlands" are areas permanently or periodically covered or saturated by water, including vernal pools, where hydrophytic vegetation is present under normal conditions, or soils are primarily hydric in nature, or are designated as wetlands by Federal or State law.

(b) Stream Corridors: Development or use is not permitted if by itself or in conjunction with other development or use it would impair appreciably the quantity or quality of water or of native vegetation in a stream corridor, except for permissible flood control, stock ponds, or preservation of special status species. "Stream corridors" are areas within 200 feet of the centerline of a permanent or intermittent stream.

(c) Grasslands: In permitting uses and developments, the City shall act to preserve a viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell

Ranch (Marsh Creek) State Park, as shown in Figure 8 (Proposed Habitat Linkages) in the Framework for Resource Management in Appendix A to this Plan.

(d) Wildlife: No development or use is permitted that by itself or in conjunction with other development or use would reduce appreciably the number, prevent the recovery in number, or impair the genetic variability of one or more special status species.

(e) Steep Slopes: No building may be located, in whole or in part, on a slope of 20% or more, unless there is no other site on a parcel. No building may be located on a site that cumulatively has access for more than 50 feet over a slope of 20% or more, unless there is no other site on a parcel. No grading may take place on a slope of 20% or more unless necessary to maintain fire roads or provide access to a permitted residence. Cultivated agriculture may not be conducted on a slope of 20% or more. Slope percentages are based on the steepness of slopes in their natural, unaltered state, and are calculated by dividing altitude increase over each 20 feet of vertical slope by 20.

Section 12: Development Envelopes

All buildings on a parcel must be located within a contiguous area, as compact as reasonably practicable, not to exceed 2 acres, except for buildings that the Council finds must necessarily be located outside that area for permitted agricultural use, processing, storage or sale of agricultural produce, breeding, boarding, rearing, care, training, use or sale or rental of animals under Section 10(f), outdoor recreation, exercise and pastimes, institutional or other non-profit uses, government or public utility use, and short-term events.

Section 13: Maximum Floor Areas

(a) The maximum aggregate floor areas for all floors in all buildings on a parcel, except basement and cellar floors, may not exceed 10,000 square feet; residential and residential accessory building floors may not exceed 6,000 square feet of this maximum.

(b) The City Council may increase the maximum floor area by up to 20,000 square feet, in aggregate, if necessary for agricultural use, processing or storage of produce, breeding, rearing, boarding, training, care and use of animals, outdoor recreation, exercises or pastimes, institutional or other non-profit uses, government or public utility use, or short-term events.

Section 14: Visual Safeguards

(a) New or reconfigured parcels must be created or drawn, to the extent practicable, to minimize visibility of development from roads, parks and other public places. Structures may not be located on or within 150 feet of any ridgeline or hilltop, or where they will project into the view of a ridgeline or hilltop from public places, unless there is no less intrusive site on the parcel or on a contiguous parcel in legal or de facto common ownership on or at any time subsequent to the date this Ordinance became effective. To the extent practicable, consistent with other provisions of this Plan, structures shall be located, including by setbacks from parcel boundaries, on that part of a parcel which minimizes visibility from roads, trails and other public

places. Roads shall be consolidated and located, as practicable, where they are least visible from public places.

(b) Development shall be subordinate to and blend harmoniously with the natural and open space qualities of the area where located. The alteration of natural topography, vegetation, and other qualities by grading, surfacing, excavation, or deposition of material shall be allowed only to the extent necessary for permitted uses. Appropriate landscaping, design, and building materials shall be required by the City in all cases to reduce as much as practicable the visual impact of development. The height of buildings may not exceed 30 feet, except as necessary for agricultural use.

(c) Visibility of development from roads, parks and other public places shall be determined from a reasonable, representative sample of vantage points that will accomplish the objectives of this Section.

Section 15: Covenants

Before a structure requiring City approval may be permitted on a parcel, the City must receive a fully-executed covenant, running with the land, that bars creation of parcels, development or use on the parcel that would not be permitted under this Initiative. The covenant shall be granted to the City and, if practicable, jointly to an independent land trust (that complies with the standards and practices of the Land Trust Alliance). The covenant shall be negative only. It shall convey no possessory interest to the City or Trust, nor confer any right of public access. The owner retains exclusive occupancy and use. The City has no responsibility or liability because of the covenant for acts or omissions on the property, except in good faith and effectually to remedy violations of the covenant. Covenants shall be recorded as appropriate in the County land records.

Section 16: Transferable Development Credits

The City shall study and evaluate a transferable development credits program as a means of transferring permissible development from the Initiative Area to other locations.

Section 17: Applicability

(a) Parcels, structures, uses, or surface alterations to the extent that they existed legally at the time this Ordinance became effective remain valid, except if their authorized time limit expires they may not be reestablished to the extent inconsistent with this Ordinance, they are eliminated voluntarily or abandoned, or a use is contrary to Section 11. Parcels, structures, surface alterations or uses may not be changed or expanded to the extent that would cause a violation of any provision of this Ordinance, or would augment or make more serious what would have been a violation if created or done after the Ordinance became effective.

(b) This Ordinance shall be applied to proposed parcels, development and uses that have not received all required City discretionary approvals and authorizations prior to the Ordinance's effective date, except to the degree application would be contrary to State law.

(c) This Ordinance applies to the City and to its agencies, officials and properties, as well as to all other persons and entities.

Section 18: Inconsistent City Plans, Ordinances and Actions

(a) Except as provided in Section 25, any provision of this General Plan, whether adopted before or after this Initiative became effective, is nullified to the extent that it is inconsistent with the Initiative, unless voters approved the provision after approval of the Initiative.

(b) Application of any specific or other City plan, or any ordinance, resolution or regulation is barred to the extent in conflict with this Initiative.

(c) To the extent inconsistent with this Initiative, no subdivision or parcel map, development agreement, permit, variance or other action may be approved, permitted or taken by the City, its agencies or officials (including approval or permission by law because of inaction), or is valid legally, unless mandated by State law.

(d) Provisions of this Plan and other City plans, ordinances, resolutions, regulations, and actions, whether adopted or taken before or after this Initiative became effective, are not inconsistent with the Initiative because they impose prohibitions, restrictions, regulations, conditions, requirements or remedies with respect to parcels, development, or use greater than or in addition to those imposed by the Initiative. The Initiative establishes only minimum prohibitions, restrictions, regulations, conditions, requirements and remedies which the City may augment or supplement without creating any conflict or inconsistency, provided that it does not permit parcels, development, or use barred by the Initiative.

Section 19: Implementation and Enforcement

(a) The Council, City agencies and officials shall enforce the provisions of this Measure diligently and effectually. They shall review uses and the location, nature, amount, visibility, and environmental effects of proposed developments and parcels to ensure compliance with the Measure. They shall use the most effective means at their disposal, subject to official discretion mandated by State law, to avoid, prevent, abate and remedy violations. Violations are public nuisances and, as provided by statute, misdemeanors.

(b) Residents, organizations with members in the City, and others with standing may enforce this Measure, and the covenants required under Section 15, by judicial proceedings against any government agency, person, group, or entity that is in violation of the Measure or a covenant, or to prevent violations.

(c) The City may, in its discretion, particularize and implement this Measure by appropriate legislation and actions, in all cases in full consistency with the substantive content and purposes of the Measure.

Section 20: Definitions

For purposes of this Ordinance, unless the text or context compels a different meaning:

- (a) "Appreciably" means measurably or perceivably and "appreciable" means measurable or perceivable, but not minute;
- (b) "Basements" and "cellars" are the lowest stories of buildings, but only if at least 80% of the story's cubic area is below both the adjacent land level and the natural grade;
- (c) "Building" is any structure under a roof supported by one or more walls, columns, poles, or other means, including greenhouses, hoop houses and covered arenas;
- (d) "City" is the City of Antioch, and "Council" is the City Council of Antioch;
- (e) "Development" is the construction, erection, placement or appreciable alteration of a structure, including mobile dwelling units; it also means appreciable land alteration, including grading, surfacing, excavation, or deposition of material;
- (f) "Floor Area" means the area of all floors, regardless of composition including soil, under roof, in or connected to buildings, including porches, decks, carports, and attic floors to the extent that the height of the ceiling is five feet or more above the floor;
- (g) "Including" or "includes" means includes but is not limited to the items listed, consistent with the text and purposes of the Ordinance;
- (h) "Initiative Area" means the land designated on January 1, 2018, by Assessor's Parcel Numbers 057-010-001, 057-010-002, 057-010-003, 057-010-004, 057-021-003, 057-041-001, 057-041-002, 057-041-003, 057-041-004, 057-041-005, 057-041-006, 057-041-007, 057-041-009, 057-041-013, 057-041-015, 057-041-016, 057-041-018, 057-041-019, 057-041-020, 057-041-021, 057-041-022, 057-041-023, 057-041-024, 057-060-006, 075-132-009, 075-132-010, 075-132-011, 075-132-012, 075-132-013, 075-132-014, 075-132-015, and 075-132-016;
- (i) "Practicable" means capable of being done or put into effect;
- (j) "Small-scale dairy farms, pig farms, poultry ranches, vineyards, Christmas tree farms, or nurseries" are those that are commonly classified or regarded as small in their respective lines of activity (the City Council can particularize these definitions in accordance with Section 19(c));
- (k) "Special status species" are species listed, proposed for listing, or candidates for listing as rare (plants), threatened or endangered under the Federal or California Endangered Species Acts, plant species with a Rare Plant Rank of 1A, 1B, 2 or 3 in the California Native Plant Society's *Inventory of Rare and Endangered Vascular Plants of California*, plants listed as rare under the California Native Plant Protection Act, wildlife and invertebrate species listed by the California Department of Fish and Wildlife as species of special concern or fully protected species under California Fish and Game Code Sections 3511, 4700, 5050, and 5515, species that meet the

definition of rare or endangered under the California Environmental Quality Act (Sections 15380 and 15125(c)), species considered to be a taxon of special concern by local agencies, and species considered sufficiently rare by the scientific community to warrant special consideration;

(l) "Structure" includes any building, tower, utility line, tank, pole or other object constructed, erected or placed on a parcel, the existence and use of which requires location on the ground or attachment to some thing located directly or indirectly on the ground.

Section 21: Amendments

This Initiative may be repealed or amended only by the voters of Antioch, except the Council may make amendments that are fully consistent with the substantive content and purposes of the Initiative.

Section 22: Urban Limit Line

The location of the Urban Limit Line enacted in Antioch Measure K on November 8, 2005, may be changed only by the voters.

Section 23: Effective Date

This Initiative shall become effective on the date provided by statute, except if all the General Plan amendments permitted by law in the year in which the Initiative is approved have been made, the Initiative shall become effective at the beginning of January of the following year, as the first amendment of that year.

Section 24: Severability

If one or more than one section, subsection, paragraph, sentence, clause, term or application of this Measure is adjudicated to be invalid or inapplicable, that shall not cause any other part or application to be invalid or inapplicable unless the clear effect of holding that other part or application valid or applicable would be to defeat, on balance, the objectives of the Measure. Each part of this Measure would have been enacted as it is irrespective of the fact that one or more other parts are held invalid or inapplicable, except to the extent that enactment would have defeated, on balance, the purposes of the Measure.

Section 25: Conflicting Ballot Measures

If there were one or more other General Plan amendments on the same ballot as this Initiative, dealing with the same subject matter, that were approved by the voters, this Initiative shall be effective unless the other amendment or amendments received more votes and except to the extent that they constitute a complete regulatory scheme for an area or subject covered by this Initiative or are in specific, definite, irreconcilable conflict with this Initiative. Provisions in a measure purporting to nullify provisions of this Initiative on any other basis are ineffective.

Section 26: Changes in the General Plan for Consistency

(a) The General Plan is amended as follows to make it and this Ordinance consistent. Material in the Plan deleted is in strikeout type. Material added is underlined. Material unchanged is omitted, even within a paragraph or sentence, unless deemed necessary to understand an amendment.

(b) Notwithstanding Section 21 of this Ordinance, provisions in this Section may be amended by the City, provided that amendments are consistent with the substantive content of the other provisions of this Ordinance.

P. 4-6: **4.4 Intensity and Distribution of Land Use**

....Table 4.A...identifies which land use types are appropriate within which land use designations.

PP. 4-9 through 4-14:

Table 4.A – Appropriate Land Use Types

Rural Residential,
Agriculture, Open Space

Large Lot Residential. ... Residential developments of this type shall be designed as large suburban parcels within subdivisions within the Urban Limit Line and as rural residential uses in the Sand Creek Initiative Area and outside of the Urban Limit Line.

✓

...

Residential Care Facilities.

✓

...

Outdoor Recreational Facilities.

✓

...

Recreational Vehicle Park.

✓7

...

Open Space.

✓

Religious Assembly.

✓1

Schools, Public and Private.

✓1

P. 4-15: **Table 4.B – Anticipated Maximum General Plan Build Out in the City of Antioch**

	Single-Family (Dwelling Units)		Multi-Family (Dwelling Units)	
Focus Areas¹				
Sand Creek Focus Area	3,537	1,938	433	162
Subtotal	6,439	4,839	5,570	4,941
TOTAL	35,462	33,862	11,912	11,284

P. 4-17: Table 4.D – Anticipated Maximum General Plan Build Out in the General Plan Study Area

	Single-Family (Dwelling Units)		Multi-Family (Dwelling Units)	
Focus Areas¹				
Sand Creek Focus Area	3,537	1,938	433	162
Subtotal	6,839	5,239	5,570	4,941
TOTAL	35,862	34,262	11,912	11,284

P. 4-18: 4.4.1.1 Residential Land Use Designations

Six Seven residential land use designations are set forth

Rural Residential, Agriculture, Open Space. This designation allows single-family rural residential development as provided by the Sand Creek Area Protection Initiative. This designation, typically involving large parcels, protects agriculture, grasslands, and open space as well as permitting housing in rural areas. Maximum house size with accessory buildings is 6,000 square feet. Dwelling unit densities are less than one per acre. Population densities typically will be less than one person per acre.

PP. 4-38 through 4-44: 4.4.6.7 Sand Creek, b. Policy Direction

The Sand Creek Focus Area is intended to function as a large-scale planned community providing needed housing and employment opportunities. This Focus Area is also intended to provide substantial employment opportunities. West of Deer Valley Road, the Sand Creek Focus Area, under the Sand Creek Initiative, provides rural residential housing and preserves agriculture, grasslands, and open space. East of Deer Valley Road, it provides primarily housing and employment opportunities. Up to approximately 280 acres are to be devoted to retail and employment generating uses east of Deer Valley Road, which will result in the creation of up to 6,500 jobs at build out. Residential development within the Sand Creek Focus Area east of Deer Valley Road will provide for a range of housing types, including upper income estate housing, golf course oriented age-restricted housing for seniors, suburban single-family detached housing for families or for seniors, and multifamily development. Residential development west of Deer Valley Road will be low-density, rural single-family detached houses. The Sand Creek stream corridor, hilltops, ridgelines, hillsides and sensitive biological resources will be protected throughout the Focus Area.

- k. A maximum of ~~4,000~~ 2,100 dwelling units may be constructed within the Sand Creek Focus Area.density bonuses may not exceed the total maximum of ~~4,000~~ 2,100 dwelling units for the Sand Creek Focus Area.
- l. It is recognized that although the ultimate development yield for the Focus Area may be no higher than the ~~4,000~~ 2,100 dwelling unit maximum, the actual development yield is not guaranteed by the General Plan, and could be substantially lower.
- m. As a means of expanding the range of housing choices available within Antioch, ~~three several types of "upscale" housing are to may be provided, including Hillside Estate Housing and Executive Estate Housing, and Golf Course Oriented Housing.~~

Hillside Estate Housing consists of residential development within the hilly portions of the Focus Area east of Deer Valley Road that are designated for residential development.

Executive Estate Housing consists of large lot suburban subdivisions within the flatter portions of the Focus Area east of Deer Valley Road.

~~Golf Course-Oriented Housing consists of residential dwelling units fronting on a golf course to be constructed within the portion of the Focus Area identified as Golf Course/Senior Housing/Open Space in Figure 4.8. Appropriate land use types include Single Family Detached and Small Lot Single Family detached for lots fronting on the golf course. Maximum densities for golf course-oriented housing would typically be 4 du/ac, with lot sizes as small as 5,000 square feet for lots actually fronting the golf course. Given the significant environmental/topographic constraints in the portion of the focus area west of Empire Mine Road, the minimum lot size for executive estate housing within this area shall be a minimum of 10,000 square feet. This would allow additional development flexibility in situations where executive estate housing needs to be clustered in order to preserve existing natural features. In no case shall the 10,000 square foot minimum lot size constitute more than 20 percent of the total number of executive estate housing units in the area west of Empire Mine Road. The anticipated population density for this land use type is up to eight to twelve persons per acre developed for residential uses. Should the City determine as part of the development review process that development of a golf course within the area having this designation would be infeasible, provision of an alternative open space program may be permitted, provided, however, that the overall density of lands designated Golf Course/Senior Housing/Open Space not be greater than would have occurred with development of a golf course.~~

- q. Age-restricted senior housing...may be developed in any of the residential areas of the Sand Creek Focus Area east of Deer Valley Road, or on parcel 057-041-012, west of Deer Valley Road, which is not included in the Sand Creek Initiative Area.
- s. Sand Creek, ridgelines, hilltops, stands of oak trees, and significant landforms shall be preserved in their natural condition. Overall, a minimum of 25 more than 80 percent of the Sand Creek Focus Area shall west of Deer Valley Road will be preserved in open space, with large lot sizes, restrictions on use, and limitations on development envelopes and building floor areas, and other regulations exclusive of lands developed for golf course use.
- v. A viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell Ranch State Park shall be retained using linkages in the southwestern portion of the Lone Tree Valley (within the Sand Creek drainage area), Horse Valley, and the intervening ridge.

~~-To preserve this corridor and in view of other significant development constraints, certain lands in the southwestern portion of the Focus Area shall be designated as "Open Space," as depicted in Figure 4.8. Limited future adjustments to the boundaries of this "Open Space" area may occur as part of the Specific Plan and/or project-level environmental review~~

processes, provided that such adjustments: (a) are consistent with the goals and policies outlined in the Framework for Resource Management set forth in Appendix A; (b) are based upon subsequently developed information and data relating to environmental conditions or public health and safety that is available at the Specific Plan stage, the project-level development stage, or during the permitting processes with federal, state or regional regulatory agencies; and (c) would not cause the "Open Space" area west of Empire Mine Road to be less than 65 percent of the total lands west of Empire Mine Road. Any open space and otherwise undeveloped areas west of Empire Mine Road that are within the area designated as "Hillside and Estate Residential" shall not count towards meeting this 65 percent minimum "Open Space" requirement.

—Due to the varied and complex topography west of Empire Mine Road the exact boundary between the "Hillside Estate" residential area and "Estate" residential area shall be determined as part of the project-level entitlement process.

—It is anticipated that there will be only minor adjustments to the boundary between the open space area and the hillside and estate residential area shown in Figure 4.8. Minor adjustments may be made to this boundary provided that such adjustments shall not create islands of residential development within the area designated open space in Figure 4.8.

—In order to ensure adequate buffering of the Black Diamond Mines Regional Park from development in the Sand Creek Focus Area, no residential development shall be allowed north of the Sand Creek channel between the area designated "Hillside and Estate Residential" in Figure 4.8 west of Empire Mine Road and the existing Black Diamond Mines Regional Park boundary.

- gg. subject to its financial feasibility (see Policy "m"), a golf course shall be provided within the Focus Area, designed in such a way as to maximize frontage for residential dwellings. The golf course may also be designed to serve as a buffer between development and open space areas set aside to mitigate the impacts of development.

The golf course shall be designed to retain the existing trail within Sand Creek.

The golf course and Sand Creek corridor shall function as a visual amenity from the primary access road within the Focus Area (Dallas Ranch Road/Sand Creek Road).

As part of the golf course clubhouse, banquet and conference facilities shall be provided.

- hh gg. A park program, providing active and passive recreational opportunities is to be provided. In addition to a golf course and preservation of natural open space within Sand Creek and the steeper portions of the Focus Area, the development shall meet the City's established park standards. In the Sand Creek Initiative Area parks shall also comply with Sections 10(g), 10 (i), 11 and 14 of the Initiative.

P. 4-45: Figure 4.8, Sand Creek Focus Area

Figure 4.8 is hereby amended to designate the Sand Creek Area Protection Initiative Area “Rural Residential, Agriculture, Open Space.” The designations Golf Course, Senior Housing, Open Space, Hillside and Estate Residential, Estate and Executive Residential, and Low Density Residential are eliminated from the Initiative Area.

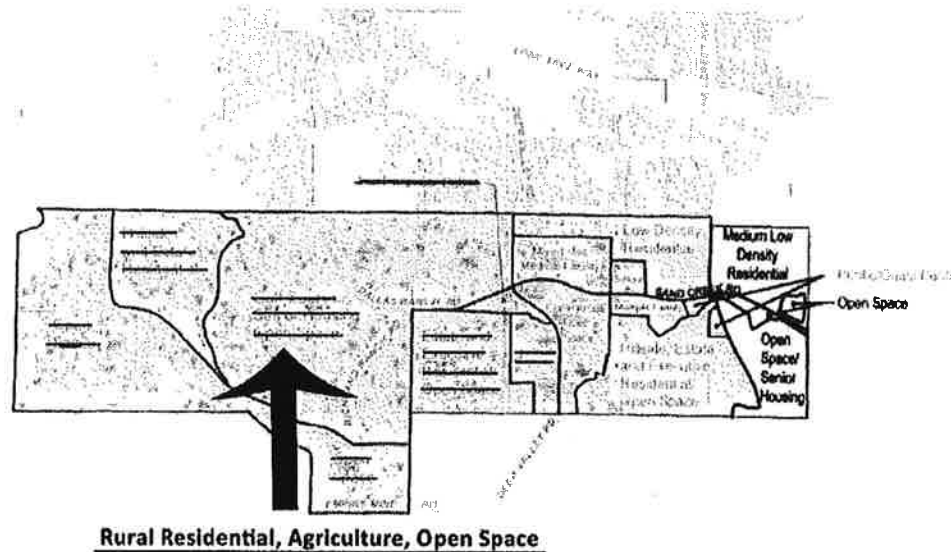


FIGURE 4.8
(REVISED BY CBC, 11/06/15)

P. 4-57: 4.4.7. Voter-Approved Urban Limit Line

~~Until December 31, 2020,~~ The location of the Voter-Approved Urban Limit Line may be amended only by the voters of the City.

P. 5-2: 5.2 Existing Community Design, first paragraph

...Most of the open lands in the southwest Antioch are located within the Black Diamond Mines Regional Preserve, Contra Loma Regional Park, or the Sand Creek Focus Area, an area of mostly privately-owned ranch land that is some portions of which are planned for development.

P. 5-10: 5.4.2.e General Design Policies

- Utilize existing creeks, such as Sand Creek, as linear parks, providing pedestrian and bicycle paths, consistent with Section 11(b) of the Sand Creek Initiative.

P. 5-24: 5.4.14 Hillside Design Policies

t. Sections 11(e) and 14 of the Sand Creek Initiative apply to Hillside Design in the Initiative Area to the extent that they impose greater restrictions or requirements on development than the policies in this Section 5.4.14.

P. 7-2: Table 7.A – Primary Arterials in Antioch

Under Arterial	Activity Centers Served
----------------	-------------------------

Dallas Ranch Road	Sand Creek Specific Plan, including proposed golf course and Focus Area employment-generating areas.
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P. 10-5: 10.3.2 Open Space Policies

f. In the Sand Creek Initiative Area, trails shall not impair appreciably the quantity or quality of water or of native vegetation in a stream corridor, as defined by Section 11(b) of the Initiative.

P. 10-7: Special Status Species

Special-status species are defined as:

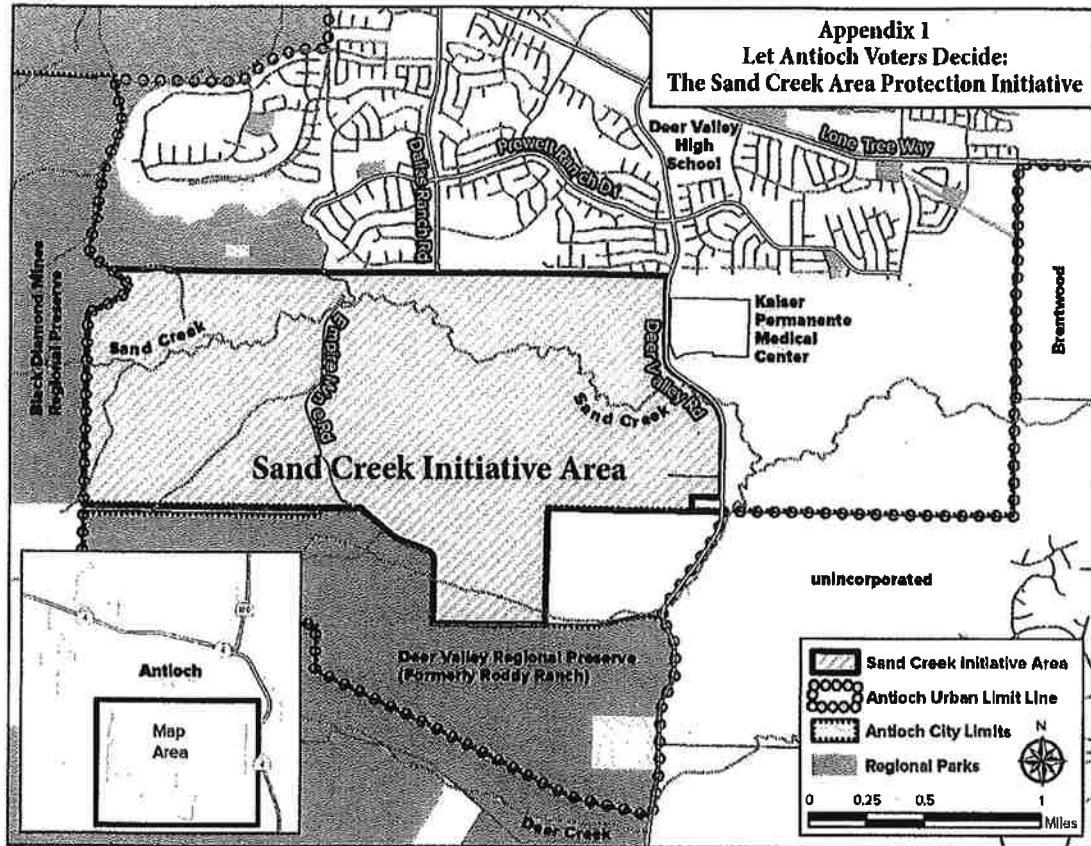
- Species that are listed, proposed for listing, or designated as candidates for listing, as threatened or endangered under the Federal Endangered Species Act;
- Species that are listed, proposed for listing, or designated as candidates for listing as rare (plants), threatened, or endangered under the California Endangered Species Act;
- Plant species ~~on List 1A, List 1B, List 2, and List 3~~ with a Rare Plant Rank of 1A, 1B, 2 or 3 in the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California;
- Plants listed as rare under the California Native Plant Protection Act;
- Wildlife ~~and invertebrate~~ species listed by the California Department of Fish and Game ~~Wildlife~~ as species of special concern or fully protected species under California Fish and Game Code Sections 3511, 4700, 5050, and 5515;
- Species that meet the definition of rare or endangered under the California Environmental Quality Act (under Sections 15380 and 15125(c) of CEQA¹); ~~and~~
- ~~Species considered to be a taxon of special concern by local agencies; and~~
- Species considered sufficiently rare by the scientific community to warrant special consideration.

10.4.2 Biological Resources Policies

a. Wetlands shall be protected in the Sand Creek Initiative Area in accordance with Section 11(a) of the Initiative.

d. – Section 11(d) of the Sand Creek Initiative may impose more protections for special-status species in the Initiative Area.

Appendix 1



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RANCH, FIVE, LLC; ZEKA GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

<p>ZEKA RANCH, ONE, LLC, et al,</p> <p>Petitioners and Plaintiffs,</p> <p>vs.</p> <p>CITY OF ANTIOCH, et al.,</p> <p>Respondents and Defendants.</p>	<p>Case No. MSN18-2231</p> <p>Related Case Nos. N18-2228 (Lead case), N18-2229, and N18-2232</p> <p>WRIT OF MANDATE</p> <p>Action filed: October 18, 2018</p>
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Document received by the CA 1st District Court of Appeal.

TO RESPONDENTS THE CITY OF ANTIOCH AND THE CITY COUNCIL OF THE CITY OF ANTIOCH:

Judgment having been entered in this action ordering that a peremptory writ of mandate issue from this court:

1. Respondents City of Antioch and the City Council of the City of Antioch ("City") are hereby **COMMANDED** to void the August 28, 2018, adoption of the Let Antioch Voters Decide Initiative, and are **COMMANDED** to place the Let Antioch Voters Decide Initiative on the ballot for the November 2020 election.

2. The City shall file a return to this peremptory writ of mandate no later than 60 days after the date of service of the executed peremptory writ, informing the court of the manner in which the City has complied with this writ. This court shall retain continuing jurisdiction of this matter pending the City's full compliance with this writ.

IT IS SO ORDERED.

NO OBJECTION RECEIVED.

DATED: October 25, 2019



Hon. Edward G. Weil
Judge of the Superior Court



Document received by the CA 1st District Court of Appeal.

NOTICE OF AMENDMENT TO THE ANTIOCH MUNICIPAL CODE

SUMMARY OF ORDINANCE NO. 2150-C-S

**NOTICE OF ENACTMENT OF INITIATIVE TO CHANGE GENERAL PLAN
DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY
REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE**

Notice is given that the City Council of the City of Antioch adopted the above referenced Initiative Ordinance on August 28, 2018, by the following vote: AYES: Council Members Wilson, Thorpe, and Mayor Wright; NOES: Council Member Ogorchock; ABSENT: Council Member Tiscareno.

Following is a summary of major highlights of the ordinance; a reading of the entire ordinance may be necessary to obtain a full understanding of all changes proposed. A certified copy of the full text of the ordinance is posted and may be read in the City Clerk's Office, City Hall, 200 "H" Street, Antioch, California (925-779-7009). The Initiative Ordinance is also included with the agenda and staff reports on the City's website at <http://www.ci.antioch.ca.us/citygov/agendas/default.asp>.

* * * * *

This Ordinance amends the Antioch General Plan to limit development in a part of the city known as the Sand Creek Focus Area. Within this area, the Ordinance seeks to protect Sand Creek and its tributaries, preserve agricultural land, protect open spaces, protect wildlife, preserve scenic views, and encourage enjoyment of nature. The Ordinance declares that development proposed within the area threatens achievement of these goals.

Presently, the General Plan allows up to 4,000 dwelling units in the Sand Creek Focus Area. The Initiative reduces the allowed number of units to 2,100. Further, the

Initiative requires that General Plan designations of land within a defined "Initiative Area," composed of all land within the Sand Creek Focus Area West of Deer Valley Road, be changed to "Rural Residential, Agriculture, Open Space." Overall, more than 80% of land within the Initiative Area would be preserved as open space. A minimum parcel size of 80 acres would also be established for Initiative Area land.

With the Initiative Area, the Initiative allows only certain uses. These include single-family homes, uses secondary to residences (such as in-home occupations and offices), rental of rooms to lodgers in residences not exceeding four occupants, agricultural and agriculturally related uses (such as processing and boarding of animals), low-intensity recreational uses, and certain governmental, institutional, and non-profit uses. Uses that would detrimentally affect wetlands, stream corridors, grasslands, and wildlife are not allowed. Development, agricultural activities, and grading would also be prohibited on certain slopes of 20% or more.

Within the Initiative Area, only one house with a maximum area of up to 6,000 square feet for residential structures (including accessory buildings) could be built per parcel. Other structures would be limited to maximum floor areas of 10,000 feet. (Certain agricultural structures could be allowed an additional 20,000 feet upon City Council approval.) All buildings on parcels would be required to be located in contiguous areas, as compact as possible, not to exceed two acres. Structures and roads on properties would also need to be located in ways that limit visibility from roads, parks, and public places. Structures also could not be located within 150 feet of any ridgeline or hilltop or where they will project into the view of ridgelines or hilltops from public places. Structures requiring city approval would require restrictive covenants barring creation of parcels or uses the Initiative

prohibits.

Separately, the Initiative amends the Antioch General Plan to permanently extend the requirement that City voters approve any amendment to the Urban Limit Line. (Presently, the General Plan requires voter approval for any such change only until December 31, 2020.) Approved by Initiative in November 2005, the Urban Limit Line establishes a line through the Roddy Ranch and Ginochio properties at the south of the City beyond which only open spaces are allowed.

This summary was prepared by the City Attorney.

