

**ANNOTATED
AGENDA
CITY OF ANTIOCH PLANNING COMMISSION
ANTIOCH COUNCIL CHAMBERS
THIRD & “H” STREETS**

WEDNESDAY, NOVEMBER 4, 2015

6:30 P.M.

**NO PUBLIC HEARINGS WILL BEGIN AFTER 10:00 P.M.
UNLESS THERE IS A VOTE OF THE PLANNING COMMISSION
TO HEAR THE MATTER**

APPEAL

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 **THURSDAY, NOVEMBER 12, 2015.**

If you wish to speak, either during “public comments” or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray. This will enable us to call upon you to speak. Each speaker is limited to not more than 3 minutes. During public hearings, each side is entitled to one “main presenter” who may have not more than 10 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda or circumstances. No one may speak more than once on an agenda item or during “public comments”. Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

ROLL CALL

6:30 P.M.

Commissioners	Motts, Chair
	Zacharatos
	Parsons
	Mason
	Miller
	Hinojosa

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

CONSENT CALENDAR

All matters listed under Consent Calendar are considered routine and are recommended for approval by the staff. There will be one motion approving the items listed. There will be no separate discussion of these items unless members of the Commission, staff or the public request specific items to be removed from the Consent Calendar for separate action.

1. APPROVAL OF MINUTES:

October 7, 2015

APPROVED

* * *

END OF CONSENT CALENDAR * *

MINUTES

NEW PUBLIC HEARING

- 2. PD-14-02, UP-14-08, AR-14-03, PW 695 – Heidorn Village** – Douglas Krah requests approval of a Mitigated Negative Declaration, a rezone to Planned Development District (PD), a Vesting Tentative Map/Final Development Plan, a Use Permit, Design Review, and a Development Agreement for the development of 117 single family homes on approximately 20.3 acres. The project site is located on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, -018).

RESOLUTION NOS. 2015-23, -24, -25, -26

NEW ITEM

STAFF REPORT

- 3. Election of Vice Chair: Janet Zacharatos**

STAFF REPORT

ORAL COMMUNICATIONS

WRITTEN COMMUNICATIONS

COMMITTEE REPORTS

ADJOURNMENT (7:33 p.m.)

Notice of Availability of Reports

This agenda is a summary of the discussion items and actions proposed to be taken by the Planning Commission. For almost every agenda item, materials have been prepared by the City staff for the Planning Commission's consideration. These materials include staff reports which explain in detail the item before the Commission 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 Community Development Department located on the 2nd floor of City Hall, 3rd and H Streets, Antioch, California, 94509, between the hours of 8:00 a.m. and 11:30 a.m. or by appointment only between 1:00 p.m. and 5:00 p.m. Monday through Friday for inspection and copying (for a fee). 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 Community Development

Department, who will refer you to the appropriate person.

Notice of Opportunity to Address the Planning Commission

The public has the opportunity to address the Planning Commission on each agenda item. You may be requested to complete a yellow Speaker Request form. Comments regarding matters not on this Agenda may be addressed during the "Public Comment" section on the agenda.

Accessibility

The meetings are accessible to those with disabilities. Auxiliary aids will be made available for persons with hearing or vision disabilities upon request in advance at (925) 779-7009 or TDD (925) 779-7081.

**CITY OF ANTIOCH
PLANNING COMMISSION**

**Regular Meeting
6:30 p.m.**

October 7, 2015
City Council Chambers

Chair Motts called the meeting to order at 6:30 P.M. on Wednesday, October 7, 2015 in the City Council Chambers. He stated that all items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, October 14, 2015.

ROLL CALL

Present: Commissioners Parsons, Zacharatos, Mason, Miller, Hinojosa
Vice Chair Westerman and Chair Motts

Staff: Interim City Attorney, Sean DeBurg
Director of Community Development, Forrest Ebbs
Senior Planner, Alexis Morris
Contract Planner, Cindy Gnos
Assistant City Engineer, Lynne Filson
Director of Public Works/City Engineer, Ron Bernal
Minutes Clerk, Kitty Eiden

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None.

CONSENT CALENDAR

At the request of Commissioner Zacharatos, the Planning Commission took separate action on the minutes.

1. Approval of Minutes: August 5, 2015
August 19, 2015

On motion by Vice Chair Westerman, seconded by Commissioner Parsons, the Planning Commission approved the minutes of August 5, 2015, as presented. The motion carried the following vote:

AYES: Parsons, Mason, Miller, Hinojosa, Westerman, Motts
NOES: None
ABSTAIN: Zacharatos

ABSENT: None

On motion by Commissioner Parsons, seconded by Commissioner Zacharatos, the Planning Commission unanimously approved the minutes of August 19, 2015, as presented. The motion carried the following vote:

AYES: Parsons, Zacharatos, Mason, Miller, Hinojosa, Westerman, Motts

NOES: None

ABSTAIN: None

ABSENT: None

NEW PUBLIC HEARING

- 2. UP-15-10 – The Bedford Center** is requesting a use permit to expand an existing adult day care center into an adjacent approximately 1,800 s.f. space. The expanded facility will have a total of approximately eight (8) employees and forty-five (45) clients and will operate daily from morning to evening. The Bedford Center is located at 1811 C Street (APN 067-262-002).

Director of Community Development Ebbs presented the staff report dated October 2, 2015, recommending the Planning Commission approve a use permit for the expansion of the adult day care facility subject to the conditions of approval contained in the staff reports attached resolution.

In response to Commissioner Parsons, Director of Community Development Ebbs explained the public hearing for this item was a function of the zoning ordinance as this application required a use permit for a non-residential use in a residential zone. He noted in the future it was his goal to find opportunities to streamline the process.

Chair Motts opened the public hearing.

Debbie Toth, CEO of Rehabilitation Services of Northern California (RSNC), discussed their efforts to move through the Use Permit process and stated they had a waiting list for clients to utilize the Center. She expressed concern for unsafe and unsanitary conditions on the property due to the homeless. She requested the Planning Commission consider expediting the approval of a fence to provide for the safety and security for their staff and clients.

In response to Vice Chair Westerman, Ms. Toth stated clients were either brought to the center by family members or Tri-Delta paratransit services. She noted in the future there may be an opportunity to provide transportation for clients.

In response to Chair Motts, Ms. Toth stated a fence would resolve the issues with the homeless. Additionally, she noted they would hire a landscape architect per the staff report.

Jim Boccio, Antioch resident, spoke in support of the Bedford Center and encouraged the Planning Commission to visit their facility.

Lori Cook, representing Cleaning Up Antioch One Home at a Time, reported her group had made numerous visits to the Bedford Center to clean up the area and agreed a fence would help the organization keep their property safe and clean.

Chair Motts closed the public hearing.

At the request of Commission Parsons, Chair Motts reopened the public hearing

In response to Commissioner Parsons, Ms. Toth clarified they were in agreement with the staff report except for the recommendation regarding restrictions for the 6' fence.

Chair Motts closed the public hearing.

Director of Community Development Ebbs stated this use which would be vacant at night may warrant a 6' fence. He noted if the Commission agreed, there was a finding to justify it and avoid a variance.

Chair Motts expressed concern for the condition of 19th Street in the area and requested staff consider repaving it, as soon as possible.

RESOLUTION NO. 2015-20

On motion by Commissioner Mason, seconded by Commissioner Parsons, the Planning Commission unanimously approved a use permit for the expansion of the adult day care facility subject to the conditions of approval contained in the staff reports attached resolution and approved the applicant's fencing plan as submitted in the staff report.

AYES: Parsons, Zacharatos, Mason, Miller, Hinojosa, Westerman, Motts

NOES: None

ABSTAIN: None

ABSENT: None

3. **PDP-14-09 – The Ranch – Richland Communities** requests a preliminary review of a preliminary development plan, which is not an entitlement, of a proposal to develop approximately 550 acres into a residential community of up to 1,667 residential units on 330.4 acres; 23.6 acres of parks and landscaped areas; 26.2 acres of collector roads; 16.4 acres of detention basins; a corporation yard and fire station on 5.1 acres; and utility improvements. The project site is located south of the terminus of Dallas Ranch Road and Deer Valley Road and north of the City limits. The site is identified by the following Contra Costa County Assessor's Parcel Numbers (APNs: 057-010-002, a portion of 057-010-003, and a portion of 057-021-003).

Director of Community Development Ebbs presented the staff report dated October 2, 2015, and a table outlining the project analysis and densities recommending the Planning Commission provide feedback to the applicant and staff regarding the proposal and to provide direction to the applicant for the Final Development Plan submittal.

In response to Chair Motts, Director of Community Development Ebbs stated the process calculating density needed to be discussed so the City could set a standard. He stated all assumptions were based off of 4000 maximum unit count; however, once the number of units and land use was determined, a traffic study could be conducted.

Assistant City Engineer Filson commented as a general rule a single family residential unit would generate approximately 9 trips in the morning and 1 trip in the afternoon. She noted the traffic study for the project would consider the total number of units and future land uses.

In response to Commissioner Hinojosa, Director of Community Development Ebbs reviewed the lot size and density chart. He stated the Planning Commission would be determining how density should be calculated for projects adjacent to undeveloped lots.

Chair Motts opened the public hearing.

Aaron Ross-Swain representing Richland Communities gave an overhead presentation of Preliminary Development Plan for The Ranch Project which included the following:

- Regional description
- Project description/site plan
- Project amenities
- Neighborhoods
- Summary

Mr. Ross – Swain stated he was available to answer any questions this evening.

In response to Chair Motts, Mr. Ross – Swain noted park acreage concurrent with an increased trail system, would be equivalent to 25 acres of park. He explained they would need to study the total acreage for parks through the planning process. He clarified the current constraints plan reflected a 125 foot buffer for Sand Creek.

Director of Community Development Ebbs confirmed the buffer was 125 feet.

Commissioner Hinojosa requested the applicant consider connectivity to the trail that does not require people to walk through residential neighborhoods. She voiced her support for the park amenities and particularly the community garden.

In response to Commissioner Hinojosa, Mr. Ross-Swain stated there would be a Master Homeowner's Association (HOA) and most likely various sub-associations. He clarified the recreation center would be maintained by the HOA and more discussion would occur with the City regarding whether park maintenance would be covered by the HOA or a lighting and landscape district. He reported they had talked with Tim Forester representing the Antioch Unified School District (AUSD) regarding mitigation for school impacts and noted the project was within CFD 2004-1 to fund construction of school facilities. He further noted the entirety of the project was within AUSD. He stated water conservation through landscaping design would need to be studied further. He commented they would be installing purple pipe; however, he did not believe there was recycled water infrastructure in the area.

Director of Community Development Ebbs added recycled water was not available in the area; however, common practice was to pre-plumb for when it became available.

Commissioner Hinojosa expressed concern the project was not adhering to the City's General Plan and current hillside design policies.

In response to Commissioner Hinojosa, Mr. Ross-Swain stated based on the proposed project layout, they would be requesting a General Plan amendment to deviate from the recommendation to limit grading. He noted the geotechnical conditions would be considered during the planning process.

In response to Commissioner Miller, Mr. Ross-Swain clarified there would be a major arterial through the project and traffic impacts would be studied during CEQA to determine if additional roadways would be needed. With regards to school facilities, he noted the impacts needed to be studied and the trigger for building a new school would be discussed with the AUSD.

Commissioner Parsons suggested the applicant consider expanding the Fire Station to include an Antioch Police Department substation.

Commissioner Mason expressed concern emergency responders would be restricted to one road between the north and south village.

Mr. Ross-Swain commented Contra Costa Fire District indicated Empire Mine Road would be an acceptable emergency vehicle access (EVA). Additionally, he noted they reserved right-of-way for an additional two lane bridge if warranted, in the future.

Commissioner Mason suggested relocating the central park to the park "c" location to better serve both communities.

Mr. Ross-Swain explained the high propensity users for central park were residents in smaller homes so they placed it in closer proximity to those housing types. In terms of parking at the recreation center, he noted a thorough analysis would need to be done in the future. He further noted all other parks would have on street parking.

Commissioner Mason expressed concern that the trailhead as proposed would not serve the entire community.

Mr. Ross-Swain noted the location and size of the trailhead would be studied further as they moved forward.

Andrea Bellanca, Carlson, Barbee and Gibson Civil Engineers, explained the basins were not designed for irrigation reuse as the rain pattern did not align with the irrigation pattern. He noted they were designed and sized for the current water quality regulations.

Commissioner Parsons thanked the applicant for including the trail system and the connectivity to Black Diamond Mines Regional Preserve. She stated Empire Mine Road was a functioning road she felt was valid for an EVA.

In response to Vice Chair Westerman, Mr. Ross-Swain stated construction would occur in phases and depending on approvals it could be a 5-10 year build out.

In response to Commissioner Parsons, Director of Community Development Ebbs stated as defined by the General Plan, this project would not include executive estate housing. With regards to other projects, he noted there were no current plans for 2 units per acre; however, there were several for 5000 square foot lots.

Chair Motts expressed concern for the hillside development and road contours. He voiced his support for staff's recommendations in almost all areas of the proposal and encouraged the applicant to consider those recommendations. He suggested the trail system connect to future projects on the north side of Sand Creek.

Greg Sousa, Antioch resident, expressed concern the project was inconsistent with the City's General Plan as it pertained to hillside development. He urged the City to maintain the 125 foot buffer along Sand Creek and the riparian setback. He requested the City and developer adhere to the General Plan for calculating gross acreage and 4000 dwelling units for the all of Future Urban Area 1 (FUA1). He spoke in support of including a golf course in the project area.

Chris Rohde, Antioch resident, expressed concern for the negative effect the downturn in the economy has had on development and urged the City to focus on accommodating current residents.

Wendi Aghily, Antioch resident, expressed concern for the impacts the project would have on traffic and schools. She encouraged the City to focus on improving existing infrastructure. She stated this project was inconsistent with the Contra Costa County 5-year Consolidated Plan and she felt it would not attract professional residents.

In response to Commissioner Hinojosa, Ms. Aghily provided her with a copy of the 5-Year Consolidated Plan and noted housing contracts were available on Contra Costa County's website. She expressed concern that additional housing would attract investors which would result in more rental units.

Jim Boccio, Antioch resident, expressed concern for additional runoff from the project being directed toward downtown Antioch. He suggested the openings for discharges be improved prior to any more development being approved.

Maria Fernandez Somonaro, Antioch resident, expressed concern for the large amount of vacant properties in Antioch and stated the project would impact traffic, views and increase noise for existing homeowners. She urged the Planning Commission to reject the project.

Juan Pablo Galvan, representing Save Mt. Diablo, stated they are not sure any project should be built in this location due to the impacts on open space, home values, traffic and schools. He expressed concern the plan ignored General Plan policies and hillside protections and did not propose sufficient amenities to consider it a public benefit. He noted the buffer was inadequate along Sand Creek and the project lacked an extensive open space trail network and it also proposed removing significant trees rather than incorporating them as amenities. He further noted the project would be growth inducing and add to the cumulative impacts. He requested the City protect broad buffers at the west and southern limits of the project site and consider Sand Creek as the southern edge of development. He suggested the City create a detailed vision for the Sand Creek focus area instead of changing the General Plan for each project.

Gil Murillo, Antioch resident, expressed concern for the unemployment rate and crime index in Antioch. He stated bank owned properties were currently at approximately 30% and rentals were at 43%. He noted the City needed to increase safety and improve schools prior to bringing in new community members. He stated development needed to occur only if it made sense for the City.

Mark Brosious, Antioch resident, stated he was concerned there was no parking proposed at the trail access and there was only one vehicular access point to the south village. He commented Empire Mine Road was not an adequate EVA. He stated he felt building in the area of Sand Creek was a hazard due to unstable land. He expressed concern for the noise, traffic, pollution and crime impacts. He presented written opposition to The Ranch and stated he was preparing for litigation.

Chair Motts declared a recess at 8:25 P.M. The meeting reconvened at 8:35 P.M. with all Commissioners present.

Chair Motts closed the public hearing.

Commissioner Zacharatos stated she was opposed to amending the General Plan and Hillside Ordinances for this project. She requested the project have a minimum of 7500

square foot lots and include more estate/executive housing. She stated increasing lot sizes would attract more jobs to Antioch.

Vice Chair Westerman thanked community members in attendance this evening and encouraged the developer to consider their comments. He agreed with the need for the Development Plan to conform to the General Plan. He stated trailheads and parks should come with sufficient parking as to not adversely affect existing neighborhoods.

Commissioner Hinojosa suggested the Planning Commission consider and discuss density calculations with the General Plan Land Use update.

Director of Community Development Ebbs clarified the density definition was included in General Plan section 4.4.1 on page 4-18. He noted it used net density which was the buildable land. He stated the General Plan envisioned this area as a golf course with 5000 square foot lots fronting. He noted the golf course project was no longer feasible, so the Planning Commission could determine an alternative use for the land. He commented minimum lot sizes were 7000 square foot except in the case of golf course and senior projects.

Chair Motts and Commissioner Hinojosa agreed with the staff recommendation for densities and lot sizes.

Director of Community Development Ebbs stated if the Planning Commission felt the process would benefit from follow-up preliminary development plan (PDP) review, they could so direct.

Commissioner Hinojosa voiced her support for the follow-up PDP review and stated she did not support any deviation or amendments to the hillside guidelines. She concurred that there needed to be more General Plan consistency throughout the plan. She suggested the City review the residential growth management plan and provide annual reports to the Planning Commission on the number of permits pulled relative to how many properties were entitled. She suggested the City take under consideration the job/housing imbalance. She stated she did not feel the project as proposed was needed at this time and suggested the applicant redesign a project to be acceptable to the community, Commission and the City's existing policies.

Commissioner Miller stated he also supported an additional preliminary review of the project and suggested the all of the project's impacts be considered prior to moving forward.

Commissioner Mason expressed concern that adherence to the General Plan had almost been ignored. He stated he felt the City did not have the infrastructure to support its current residents. He suggested the City consider smaller infill projects. He stated if the developer brought forward a project that adhered to the General Plan it could be considered; however, coming back with another preliminary development plan may not be feasible.

Director of Community Development Ebbs questioned if the entirety of park requirements should be met through traditional parks. Additionally, he asked what the Planning Commission felt was an acceptable alternative to the golf course.

Chair Motts stated the enhanced trails, trailheads and connections should be included into the totality of the park/open space.

In response to Commissioner Hinojosa, Director of Community Development Ebbs, clarified the intent was the use for the golf course acreage remain on this site. He noted the typical golf course was approximately 150 acres; however, there was flexibility for quality versus quantity in design.

Chair Motts and Commissioner Hinojosa voiced their support for the acreage being utilized for enhancements along the Sand Creek corridor with a recreation component.

Chair Motts requested any project include the retention of the old oak and blue gum trees as open spaces or public space amenities.

Commissioner Parsons stated she would support the project coming back for consideration after it took into consideration comments from this meeting.

Commissioner Miller stated the City did not need more development at this time and he did not want to reconsider it in the future.

Director of Community Development Ebbs clarified the General Plan anticipated some level of development and the alternative of no project was inconsistent with the General Plan that did not anticipate this area to be open space indefinitely.

Chair Motts stated he would be supportive of an additional preliminary review if the proposed project met the General Plan requirements.

Commissioner Hinojosa agreed the General Plan envisioned development in the area; however, it needed to be designed in such a way that was respectful of the City's regulations and policies. She stated she would entertain looking at another project with those considerations in place.

Chair Motts stated the project was similar to what had occurred in the past with a push up into the hills and watershed area. He noted an argument could be made with regards to high end development in portions of Southeast Antioch but it would need to protect existing riparian and wildlife corridors and follow all of staff's environmental recommendations. He further noted the project as proposed would not benefit the City and would accrue environmental opposition and further the idea that Antioch was sprawl. He added it would be a traffic generator with no ability to contribute to commercial or industrial revitalization. Additionally, he noted higher density homes were more appropriate in other locations such as transit corridors and town centers. He

stated the City needed to see additional support from the Bay Area to accommodate high density growth. He concluded that the project as envisioned was "fool's gold" and would not pencil out in the long run.

In response to Commissioner Hinojosa, Director of Community Development Ebbs stated at this time he would suggest the project come back to the Planning Commission before it moved on to the City Council. He stated going before the City Council as next step was not part of the formal process; however, it may be a courtesy offer they extend.

Commissioner Hinojosa and Chair Motts acknowledged the community for attending the meeting and encouraged them to continue to participate.

In response to Commissioner Hinojosa, Director of Community Development Ebbs stated there was a 300 foot radius notification requirement and there were notices placed in the newspaper. He offered to be available after the meeting to answer any questions from the community.

ORAL COMMUNICATIONS

In response to Commissioner Hinojosa, Director of Community Development Ebbs stated the application deadline for the Planning Commission vacancy closed on October 9, 2015. He noted the Mayor would then appoint the positions pending City Council approval. He further noted current Commission members were welcomed to continue to serve until their positions were filled.

WRITTEN COMMUNICATIONS

None.

COMMITTEE REPORTS



Chair Motts announced TRANSPLAN would meet on October 8, 2015.

ADJOURNMENT

Chair Motts adjourned the Planning Commission at 9:16 P.M. to the next regularly scheduled meeting to be held on October 21, 2015.

Respectfully Submitted,
Kitty Eiden

**STAFF REPORT TO THE PLANNING COMMISSION
FOR CONSIDERATION AT THE MEETING OF NOVEMBER 4, 2015**

Prepared by: Alexis Morris, Senior Planner 
Approved by: Forrest Ebbs, Community Development Director 
Date: October 30, 2015
Subject: Heidorn Village Subdivision (PD-14-02, UP-14-08, AR-14-03, PW 695)

RECOMMENDATION

It is recommended that the Planning Commission take the following actions:

1. Approve the resolution recommending approval of the Heidorn Village Initial Study and Mitigated Negative Declaration.
2. Approve the resolution recommending approval of a Development Agreement between the City of Antioch and Mission Peak Homes, Inc.
3. Approve the resolution recommending approval of an ordinance rezoning the project site from Planned Development District (PD) to Planned Development District (PD-14-02).
4. Approve the resolution recommending approval of a Vesting Tentative Map/Final Development Plan (PW 695), a Use Permit (UP-14-08), and Design Review (AR-14-03), subject to conditions of approval.

REQUEST

The applicant, Douglas Krah, requests approval of an Initial Study / Mitigated Negative Declaration, a rezone to Planned Development District, a Vesting Tentative Map/Final Development Plan, a Use Permit, Design Review, and a Development Agreement for the development of 117 single family homes on approximately 20.3 acres (PD-14-02, UP-14-08, AR-14-03, PW 695). The project site is located on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, -018) (Attachment A). Each request is described in detail below:

1. Mitigated Negative Declaration: The Planning Commission must recommend approval of the Initial Study/Mitigated Negative Declaration to City Council prior to taking action on the other resolutions for the project.
2. Development Agreement: The proposed Development Agreement between the City of Antioch and Mission Peak Homes, Inc. includes, among other items, provisions for financing of police services and extension of approvals of the Vesting Tentative Map.

3. Rezoning to Planned Development District (PD-14-02): The proposed rezone would create a Planned Development District for 117 single family homes. The PD District will effectively become the Zoning Code for the project area
4. Vesting Tentative Map / Final Development Plan (PW 695): A vesting tentative map to create 117 residential parcels and open space, landscaping, and common area parcels.
5. Use permit (UP-14-08): The proposed Use Permit would be for the construction of all 117 homes. The Zoning Ordinance requires that a use permit be approved prior to the construction of any phase of an approved PD district.
6. Design review (AR-14-03): Design review of the project's architecture, design and landscaping.

BACKGROUND INFORMATION

The project site was rezoned to Planned Development and was previously approved for a subdivision (vesting tentative map approval) of 83 single-family units in August, 1990. However, no Final Map was ever submitted to the City, and the vesting tentative map approval thus expired. On January 22, 2008, the City Council approved a residential development allocation (RDA) for 115 units for the Tierra Villas Project. The City prepared and circulated for public comment a Draft Initial Study/Mitigated Negative Declaration (IS/MND) for that proposed project. However, the developer (different than the current applicant) did not move forward with the project and the application was never brought before Planning Commission or City Council.

The Planning Commission and City Council provided feedback on the Heidorn Village project's preliminary development plan (PDP) application in 2014. Members of the Planning Commission provided the following direction to the applicant. The minutes from that meeting are provided as Attachment B.

- Concern over parking on just one side of the street;
- 55% lot coverage was too high;
- Minimize turf and utilize California native plants for landscaping;
- Add single story elevations;
- Add trail connection;
- Needed variation between the home styles;
- Desired entry features and prominent doorways for the homes that face Prewett Ranch Road; and
- Add a playground to the park.

The applicant addressed many of the Planning Commission's comments, as discussed below.

ENVIRONMENTAL

In compliance with the California Environmental Quality Act, the City prepared an Initial Study and Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for the proposed project. The IS/MND was circulated for a 30-day public review period from May 29, 2015 to June 29, 2015. The IS/MND and MMRP are available for review on the second floor of City Hall in the Community Development Department Monday through Friday between 8 and 11:30 a.m., and can also be found on the City's website at:

<http://ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/Environmental-docs.htm>

The IS/MND determined the following environmental factors could be potentially affected by the project, involving at least one impact that is "Potentially Significant": air quality, cultural resources, greenhouse gas emissions, biological resources, geology and soils, hazards and hazardous materials, noise, public services, and transportation and circulation. Mitigation measures have been provided for each potentially significant impact, reducing the impacts to a less-than-significant level. These are described in detail in the environmental document.

ANALYSIS

Issue #1: Project Overview

The Heidorn Village Project (project) proposes to subdivide 20.3 acres into 117 single-family residential lots, an average density of 5.8 units per acre. The project would also include park and open space areas and internal access roads.

Vehicle access into the project site would be provided at two entry points: Dauphine Street (east project driveway) would provide right-in, right-out only access, a new Prewett Ranch Drive extension would allow full turning movements from a new Alvar Loop driveway.

The applicant proposes lot sizes that would range between 4,000 to 8,806 square feet in area; average lot size would be 4,564 square feet. All lots would have minimum side-yard setbacks of 5 feet, 10- to 15-foot front-yard setbacks, and rear-yard depths ranging from 15 to 23 feet. Driveways would be a minimum of 20 feet in length.

The applicant has provided conceptual designs for the proposed styles of single-family residences. The applicant proposes four residence types including single and two story floor plans.

The project would include a 0.7-acre park and two additional open space areas totaling 1.3 acres, for a total of 2 acres of open space. The project would incorporate a gated and landscaped connection to the adjacent Mokelumne Coast-to-Crest Multi Use Trail (Mokelumne Trail).

The applicant's project description is provided as Attachment C.

Issue #2: General Plan and Zoning Consistency

The General Plan designation for the project site is Medium Low Density Residential which allows a maximum density of six units an acre. Medium Low Density Residential is characterized in the General Plan as a typical subdivision development, as well as other housing types such as zero lot line units and duplexes. Small lot single family detached homes on lots smaller than 7,000 square feet are allowed in this General Plan designation. Areas designated as Medium Low Density are typically located on level terrain with no or relatively few geological or environmental constraints. The maximum allowable density is six dwelling units per acre. The proposed project has 117 homes at an approximate density of 5.8 units per acre, which is just under the maximum density allowed under the General Plan.

The zoning designation is Planned Development (PD). According to the Zoning Ordinance (AMC §9-5.2302), the intent of residential Planned Development Districts is to “encourage a wider variety of densities, product types and setbacks than would otherwise be possible under conventional residential zoning. Single-family lot size shall vary between and/or within the P-D Districts to accommodate a range of economic needs. Furthermore, setbacks and garage door facilities to encourage non-auto oriented circulation within the development. Once established, the P-D District becomes, in effect, the zoning code for the area within its respective boundaries.”

The proposed land use is consistent with the General Plan and Zoning designations.

PD Standards

Each PD is required to include specific development standards designed for that particular district, to include minimum lot sizes, setbacks and open space requirements, architectural and landscaping guidelines, and maximum building heights and lot coverages. Once approved as part of a final development plan, all standards, densities, and other requirements remain tied to that plan and to the property designated by that PD district, unless formally amended by City Council action.

The proposed project is a small lot subdivision. The typical lot would be 50 feet by 80 feet, which is 4,000 s.f. The average lot coverage would be approximately 55%, which is higher than the maximum 40% lot coverage allowed in the similar Medium Low Density Residential (R-6) zoning designation. Each home would have a two car garage with at least a 20 foot driveway. The proposed development standards for the project are as follows:

Standard	Proposed PD Zoning Standards
Maximum Density	6 dwelling units per gross developable acre
Maximum Number of Units	117
Minimum Lot Size	4,000 s.f.
Minimum Lot Width	All lots shall have a minimum width of 50 feet at a distance of 20 feet from the right-of-way with the exception of lots 17, 97-99, 103, 104.
Minimum Front Yard Setbacks from Property Line (reserved for landscaping only, excluding driveways)	20 feet to garage 15 feet to front of house 10 feet to front porch
Minimum Side Yard Setbacks from Property Line (reserved for landscaping only)	Interior lot: 5 feet Corner lot: 5 feet street side setback. No part of a house, landscaping, or fence shall obstruct the required clear vision zone at an intersection.
Minimum Rear Yard Setbacks from Property Line (including patio covers)	10 feet on single story homes 15 feet on two story homes
Accessory Structure Setbacks	Interior lot: side yard and rear yard setback is zero Corner lot: street side setback is 20 feet and rear and interior side setback is zero
Maximum Building Height	35 feet
Maximum Lot Coverage (including accessory buildings and patio covers)	55%
Minimum Parking and Driveways	20 foot long by 20 foot wide driveway. One minimum 20 foot long on-street guest parking space per house.

Public Services

Policy 3.5.3.1 of the City's Growth Management Element of the General Plan includes performance standards for police staffing. According to the standard, the City strives to maintain a force level within a range of 1.2 to 1.5 officers, including community service officers assigned to community policing and prisoner custody details, per 1,000 population. However, the current Antioch Police Department (PD) staffing ratio is approximately 1.0 per 1,000 population, which is unacceptable. Although the project would add population to the Antioch PD service area and the current staffing ratio is unacceptable, the proposed Development Agreement includes a special tax or other financing mechanism to fund additional officers needed to serve development. Due to the recent voter approved Measure O and the Development Agreement financing

mechanism, the Antioch PD is anticipated to continue to serve the project site and provide law enforcement services to the new residents upon project buildout.

Issue #3: Vesting Tentative Map/Final Development Plan

The Heidorn Village Project (project) proposes to subdivide 20.3 acres into 117 single-family residential lots, an average density of 5.8 units per gross developable acre. Vehicle access into the project site would be provided at two entry points: Dauphine Street (east project driveway) would provide right-in, right-out only access, while a new Prewett Ranch Drive extension would allow full turning movements from a new Alvar Loop driveway. The ultimate build out of the Prewett Ranch Drive extension is discussed in more detail below. Nine homes would front on to Prewett Ranch Drive and the rest would be accessed via the internal streets.

The major components of the Final Development Plan are described in more detail below.

Open Space and Park

The applicant is proposing a central park area in the development totaling approximately 30,089 s.f. The proposed central park would include a children's play area and two gathering areas with shade sails, seating, and BBQ grills. A mailbox kiosk would also be located in the park, which would include benches and recycling and trash receptacles. The proposed park is smaller than the 1.755 acres of park required in the Subdivision Ordinance (AMC §9-4.1004). Therefore, the project will be required to pay park in lieu fees in the amount of \$175,500 at the recording of the final map.

Parcel A on the northeast side of the project will be a landscaped stormwater treatment area and will include a gated connection to the Mokelumne trail to the north of the project. The trail connection would be consistent with the Planning Commission recommendation during the PDP hearing. Parcel B on the east side of the project adjacent to Heidorn Ranch Road contains a stormwater detention basin and a portion of a 68 foot wide PG&E easement. This area will be landscaped and maintained by the HOA. A six foot masonry wall will be constructed to the rear of the homes adjacent to this parcel.

Internal Circulation

The project proposes a network of five internal private streets. All internal streets would have two 11-foot traffic lanes. Selected internal streets would have 7-foot parking shoulders on both sides of the street. Sidewalks of about 5 feet in width would be developed on one side of the street in some locations. Proposed street names are included in the attached resolution for Planning Commission's approval.

There are several areas where homes are accessed via a shared "driveway" rather than from an internal street. All of these driveway areas also provide guest parking spaces. The longest driveway, in front of homes 22-24 and 48-50, includes a landscape barrier to prevent through traffic.

Parking

Approximately 651 parking spaces are proposed, inclusive of garage parking, driveway parking, and on-street parking. Each of the 117 units would have a garage with parking for two cars (234 spaces total); and an additional 183 on-street parking spaces would be provided.

The Zoning Ordinance requires 25% of the lots in a residential subdivision to include 10 foot wide side yard setbacks on the garage side for recreational vehicle parking. The applicant is not proposing wider side yards to accommodate RV parking. Requiring on-lot RV parking for a small lot subdivision may not be practical. The PD zoning allows flexibility with development standards; therefore, the Commission has the ability to require or not require RV parking for this project. If on-lot RV parking is not required for this project, then it could be appropriately deterred by prohibiting RV parking in the development's Covenants, Codes and Restrictions (CC&Rs).

Each home would be required to have three garbage cans each. Because of the relatively narrow lot widths, on-street parking will be heavily impacted during garbage pick-up days. The HOA may have to enforce parking restrictions during garbage pick-up days to ensure enough room remains for garbage cans in front of each home. The development plan provides more than one guest parking per house; therefore, guest parking can still be accommodated on pick-up days, even if a space might not be available in front of a particular house.

Issue #4: Infrastructure and Off-Site Improvements

The developer is required to provide all infrastructure necessary to serve the site. This includes utility tie-ins such as water, streets, sanitary sewer and storm drainage systems.

Prewett Ranch Drive & Heidorn Ranch Road

The project proposes extending Prewett Ranch Drive as a 40-foot-wide roadway (within a 60 to 78 foot right-of-way) from its current terminus at Summerfield Drive easterly to Heidorn Ranch Road in a manner consistent with the Circulation Element of the General Plan. A traffic signal is required at the intersection of Heidorn Ranch Road and Prewett Ranch Drive, which is being proposed by the applicant.

The project would expand the width of Heidorn Ranch Road from two to three lanes (two southbound lanes and one northbound lane) from the north where the existing four lane road narrows to two lanes to just south of the Prewett Ranch Drive extension. This requires constructing improvements on the Heritage Baptist Church parcel to the north, which were part of a deferred improvement agreement created when the Church was constructed. The applicant is eligible for reimbursement for this portion of the improvements. The eastern side of Heidorn Ranch Road is the boundary between the City of Antioch and Brentwood. Future development projects in Brentwood will be responsible for finishing the full width of Heidorn Ranch Road.

Utilities

Existing water, sewer, and storm drain systems are present at the terminus of Prewett Ranch Drive, as well as along Heidorn Ranch Road. The project would connect via extensions to the existing utilities and construct an internal utility network on the project site. Proposed connections include existing natural gas, water, sewer, electricity, and telecommunications lines. The developer will be required to underground existing utilities on the west side of Heidorn Ranch Road from the EBMUD right of way south to the intersection of Heidorn Ranch Road and Prewett Ranch Drive.

Issue #5: Architecture, Landscaping and Walls

Architecture

The applicant proposes 12 single story and 105 two story homes ranging in size from 1,654 s.f. to 2,607 s.f. Four floor plans with three elevation options per plan are proposed. All homes feature pitched roofs covered in flat concrete tile. Plans “A” and “C” feature stone or brick veneer around the entrances or on the walls. Other decorative details include shutters, decorative wood posts, and enhanced window sills. Enhanced architectural elevations are proposed on the street side elevations, consistent with Planning Commission recommendations during the PDP process. A warm color palette including tan, brown, olive, and gray colors is proposed.

The design of the proposed project was peer reviewed by Dahlin Group, one of the City’s on-call design review firms, in January 2015. Although the Citywide Design Guidelines do not anticipate this type of small lot development, the peer review found that the project complies with the general guidelines for residential projects. There were a few recommendations for architectural enhancements, such as adding additional detail to the uninterrupted gables of the “A” plans, and using a specific style of garage door for each style of elevation. These recommendations have been included in the attached resolution.

The applicant proposes a 220 s.f. covered patio, or “loggia”, option for Plan 4, the largest floor plan at 2,607 s.f. Due to the home’s size, Plan 4 could approach 55% lot coverage depending on the lot it is placed on. On the smaller lots, a large covered patio could cover the majority of the rear yard and negatively impact adjacent properties. Staff included a requirement in the project’s PD standards that the maximum lot coverage be limited to 55% inclusive of covered patios.

Landscaping

The project proposes the planting of approximately 370 trees and associated vegetation (plants and shrubs) along the internal streets, as well as in park and open space areas. Trees and other vegetation would vary in form, texture, and color, including the use of water conserving shrubs, grasses, and ground cover. Landscaping would include the installation of a layered massing of water conserving shrubs, grasses, and ground cover plus shade and accent trees. A total of about 40 palm trees would be planted within the park, at the central internal intersection, and at the entrance from Prewett Ranch Drive. All landscaping would be required to comply with the State Model Water Efficient Landscape Ordinance (WELO) in place at the time landscape plans are submitted for review. The plan includes a small project entry feature on Prewett Ranch Road

consisting of enhanced paving in the crosswalk, steel arches over the sidewalk, and palm trees.

Soundwalls and Fencing

The project would construct six foot high precast soundwalls adjacent to roadways and a portion of the school campus, a six foot high tubular steel fence adjacent to the school campus, and good neighbor wood fencing between homes. The applicant proposes a six foot high wood fence on the northern property line adjacent to the Mokelumne Trail. The City's standard is to construct open fencing adjacent to any open space parcels. For example, the other subdivisions along the Mokelumne trail were constructed with vinyl clad chain link fence adjacent to the trail. Therefore, the attached resolution contains a condition requiring that the six foot tubular steel fence be installed adjacent to the trail instead of the proposed wood fence.

Issue #6: Development Agreement

The Development Agreement gives Mission Peak Homes, Inc., a vested right to develop the property in accordance with the project approvals and vests the term of the Vesting Tentative Map to the term of the agreement. The Development Agreement also addresses police services funding and reimbursement for improvements such as streets and utilities that may serve other projects. The Development Agreement is provided as Exhibit A to the attached resolution.

Issue #7: HOA Responsibilities

A homeowner's association (HOA) will be formed for the project, which will be responsible for enforcing parking restrictions and maintaining all open space, internal streets, street lighting, perimeter landscaping, and water quality basins. Maintenance of front yard landscaping will also be the responsibility of the HOA.

ATTACHMENTS

- A: Aerial Photograph
- B: February 19, 2014 Planning Commission Minutes
- C: Applicant's Project Description

**PLANNING COMMISSION
RESOLUTION NO. 2015-****

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH
RECOMMENDING THAT THE CITY COUNCIL ADOPT THE MITIGATED NEGATIVE
DECLARATION FOR THE HEIDORN VILLAGE PROJECT AS ADEQUATE FOR
ADDRESSING THE ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT**

WHEREAS, the City received an application from Douglas Krah, for approval of an Initial Study and Mitigated Negative Declaration, a rezone to Planned Development District, a Vesting Tentative Map/Final Development Plan, a Use Permit, Design Review, and a Development Agreement for the development of 117 single family homes on approximately 20.3 acres (PD-14-02, UP-14-08, AR-14-03, PW 695). The project site is located on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, -018); and

WHEREAS, the City prepared an Initial Study and Mitigated Negative Declaration, to evaluate the potential environmental impacts of the Project in conformance with Section 15063 of Title 14 of the California Code of Regulations (the "CEQA Guidelines"); and

WHEREAS, a draft Initial Study and Mitigated Negative Declaration ("IS/MND") was circulated for a 30-day review period, with the public review period commencing on May 29, 2015 and ending on June 29, 2015; and

WHEREAS, the Planning Commission has reviewed the IS/MND for this Project and the comments received during the comment period;

WHEREAS, the Planning Commission gave notice of public hearing as required by law;

WHEREAS, on November 4, 2015, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary and recommended adoption to the City Council of the Final IS/MND and Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, the custodian of the Final IS/MND is the Community Development Department and the Final IS/MND is available for public review on the second floor of City Hall in the Community Development Department, Monday - Friday 8:00 am - 11:30 am and the MMRP is attached as Exhibit A to this Resolution.

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

1. The foregoing recitals are true and correct.

2. The Planning Commission of the City of Antioch hereby FINDS, on the basis of the whole record before it (including the Initial Study and all comments received) that:
 - a. The City of Antioch exercised overall control and direction over the CEQA review for the Project, including the preparation of the Final Initial Study and Mitigated Negative Declaration, and independently reviewed the Final IS/MND and MMRP; and
 - b. There is no substantial evidence that the Project will have a significant effect on the environment once mitigation measures have been followed and assuming approval of the Zoning Ordinance amendment; and
 - c. The Final IS/MND and MMRP reflect the City's independent judgment and analysis.
3. The Planning Commission hereby RECOMMENDS that City Council of the City of Antioch APPROVE AND ADOPT the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Report Program for the Project.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 4th day of November, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

FORREST EBBS
Secretary to the Planning Commission

HEIDORN VILLAGE SUBDIVISION

MITIGATION MONITORING AND REPORTING PROGRAM

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
Air Quality					
The project is not likely to expose sensitive receptors to substantial pollutant concentrations. However, best management practices are necessary during demolition, trenching, and grading activities to avoid generation of dust that may affect nearby sensitive receptors	Significant Unless Mitigation Incorporated	<p>Mitigation Measure AIR-1: Construction BMPs include measures to control dust emissions. The following BMPs shall be implemented during construction:</p> <ul style="list-style-type: none"> • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. • All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. • Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. 	Less-than-significant	City of Antioch	During construction

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
		The Air District's phone number shall also be visible to ensure compliance with applicable regulations.			
		<p>Mitigation Measure AIR-2: Minimize construction-related emissions by requiring that all construction equipment meet the following conditions:</p> <ul style="list-style-type: none"> • All diesel-powered off-road equipment larger than 50 horsepower and operating on the site for more than two days continuously shall meet U.S. EPA particulate matter emissions standards for Tier 2 engines or equivalent; • All portable construction equipment shall meet California Air Resource Board's most recent certification standard for particulate matter emissions; and • Minimize the number of hours that equipment will operate, including the use of idling restrictions. 	Less-than-significant	City of Antioch	During construction
Biological Resources					
<p>The project would have potentially significant impacts to the following animal species because of physical observation or the presence of suitable habitat:</p> <ul style="list-style-type: none"> • California Red-legged Frog • Vernal Pool Fairy Shrimp • Vernal Pool Tadpole Shrimp • Swainson's Hawk • San Joaquin Kit Fox • American Badger • Burrowing Owl • White-Tailed Kite • Loggerhead Shrike 	<p>Potentially Significant Unless Mitigation Incorporated</p>	<p>Mitigation Measure BIO-1: Prior to the commencement of construction activities, temporary exclusionary fencing shall be installed along the southern property boundary of the project site, between the project and the adjacent detention basin and Sand Creek. The fencing shall be installed in a manner to prevent California red-legged frogs from dispersing from the detention basin or Sand Creek into the construction zone. Fencing shall be maintained throughout the duration of construction activities, and shall be approved by a qualified biologist (subject to the approval of the City of Antioch) to confirm the adequacy of the fencing to prevent frogs from entering the construction zone prior to the commencement of construction activities.</p> <p>Immediately preceding the installation of the exclusionary fencing, the qualified biologist shall survey the construction zone to ensure that no frogs are present in the construction zone. Should a California red-legged frog be observed during the survey, all construction activities shall be immediately halted and the United States Fish and Wildlife Service (USFWS) shall be immediately contacted. Any California red-legged frogs present may only be</p>	Less-than-significant	City of Antioch	Pre-construction, during construction

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
		<p>removed by a permitted biologist (authorized by the USFWS). Construction activities may only proceed once it is determined by the qualified biologist that California red-legged frogs are not present in the construction zone.</p> <p>The fencing may be removed between construction phases if there would be a prolonged period when construction would not occur. However, consistent with the requirements described above, the fencing shall be reinstalled and a clearance survey would be required prior to the re-commencement of construction activities. Should the fencing remain in place between construction phases or during prolonged periods when construction would not occur, then the fencing shall be inspected by a qualified biologist and any necessary repairs made by the project applicant prior to the re-commencement of construction activities.</p>			
		<p>Mitigation Measure BIO-2a: Assuming the project is approved, a qualified biologist shall monitor the project site during the winter and spring preceding construction activities to determine if suitable habitat for vernal pool fairy and tadpole shrimp (i.e., pools that persist for at least three weeks before drying) occurs on the project site. The biologist shall submit his/her findings to the City for review. If no suitable habitat is found, no further actions would be required. If potentially suitable pools are observed, or if the applicant chooses to assume the presence of these species, then Mitigation Measure BIO-2b shall be implemented.</p> <p>Mitigation Measure BIO-2b: If it is found or assumed that suitable habitat is present, prior to the commencement of construction on the project site, a qualified biologist shall conduct protocol surveys for vernal pool fairy shrimp and tadpole shrimp. These surveys may be conducted concurrently with Mitigation Measure BIO-2a. The surveys shall be conducted according to the accepted USFWS survey protocol, which includes either two years of wet season surveys (with eight individual surveys per wet season), or one wet season survey followed by a dry season survey. If no vernal pool fairy shrimp or tadpole shrimp are observed during the surveys, then no further</p>	Less-than-significant	City of Antioch	Pre-construction
		<p>Mitigation Measure BIO-2b: If it is found or assumed that suitable habitat is present, prior to the commencement of construction on the project site, a qualified biologist shall conduct protocol surveys for vernal pool fairy shrimp and tadpole shrimp. These surveys may be conducted concurrently with Mitigation Measure BIO-2a. The surveys shall be conducted according to the accepted USFWS survey protocol, which includes either two years of wet season surveys (with eight individual surveys per wet season), or one wet season survey followed by a dry season survey. If no vernal pool fairy shrimp or tadpole shrimp are observed during the surveys, then no further</p>	Less-than-significant	City of Antioch	Pre-construction

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
		action would be required.			
		<p>Mitigation Measure BIO-2c: If the survey in Mitigation Measure BIO-2b above concludes that fairy shrimp and or tadpole shrimp are present on the project site, prior to the issuance of grading permits, the loss of vernal pool fairy and tadpole shrimp habitat shall be compensated for through the purchase of credits at a 3:1 ratio at an USFWS-approved mitigation bank. The amount of project-related habitat loss may be determined as follows:</p> <ul style="list-style-type: none"> Any areas of suitable habitat (i.e., ponding for at least three weeks) on the site will be mapped during the winter months and may be assumed to be occupied habitat; or The area of habitat found to be occupied during the implementation of Mitigation Measure BIO-2b (see above) shall be compensated for. <p>The availability of credits at an USFWS-approved mitigation bank shall be demonstrated prior to the issuance of a grading permit, or other equivalent compensation must be approved by the USFWS.</p>	Less-than-significant	City of Antioch	Pre-construction
		<p>Mitigation Measure BIO-3: If construction would commence during the nesting/breeding season of native bird species potentially nesting on or near the site (typically February through August in the project region), a pre-construction survey of the project vicinity for nesting birds shall be conducted. This survey shall be conducted by a qualified biologist (experienced with the nesting behavior of bird species of the region) within 14 days of the commencement of construction activities. The intent of the survey shall be to determine if active nests of special status bird species or other species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code are present within the construction zone or within 500 feet of the construction zone.</p> <p>The survey area shall include all trees and shrubs, as well as fallow fields (which could be utilized by burrowing owls) in the construction</p>	Less-than-significant	City of Antioch	Pre-construction, during construction

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
		<p>zone and a surrounding 500 foot area (where access is possible). The surveys shall be timed such that the last survey is concluded no more than two weeks prior to initiation of construction or tree removal. If the initiation of ground disturbance activities is delayed following a survey, then an additional pre-construction survey shall be conducted such that no more than two weeks will have elapsed between the final survey and the commencement of ground disturbance activities.</p> <p>If the survey finds that active nests are located in construction areas or are within 500 feet of construction and would be subject to prolonged construction-related noise, a no-disturbance buffer zone shall be created around active nests during the breeding season or until a qualified biologist determines that all young have fledged. The size of the buffer zones and types of construction activities restricted within them will be determined by taking into account factors such as the following:</p> <ul style="list-style-type: none"> • Noise and human disturbance levels at the construction site at the time of the survey and the noise and disturbance expected during the construction activity; • Distance and amount of vegetation or other screening between the construction site and the nest; and • Sensitivity of individual nesting species and behaviors of the nesting birds. <p>Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or another appropriate barrier, and construction personnel shall be instructed on the sensitivity of nest areas. A qualified biologist shall serve as a construction monitor during those periods when construction activities would occur near active nest areas of Swainson's hawk to ensure that no impacts on these nests occur.</p>			
		<p>Mitigation Measure BIO-3b: A qualified biologist will contact the CDFW to confirm whether the Swainson's hawk nest located 3.5</p>	Less-than-significant	City of Antioch	Pre-construction

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
		<p>miles north of the project site is still considered “active” and to determine if there is additional survey data regarding the current status of the nest 0.8 mile south of the project site along Sand Creek. The biologist shall provide the City with a summary of his/her findings. If it is determined that the project site is within 10 miles of an active Swainson’s hawk nest, the applicant will mitigate for the loss of suitable Swainson’s hawk foraging habitat by implementing one of the below measures:</p> <ul style="list-style-type: none"> • Active nest identified within 1 mile of the project site: One acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed. At least 10% of the land requirement shall be met by fee title acquisition or a conservation easement allowing the active management of the habitat, with the remaining 90% of the protected land protected by a conservation easement (subject to CDFW approval); or One-half acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed. All of the land requirements shall be met by fee title acquisition or a conservation easement (subject to CDFW approval). • Nest identified within 5 miles (but greater than 1 mile) of the project site: 0.75 acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed. All of the land requirements may be met by fee title acquisition or a conservation easement (subject to CDFW approval). • Nest identified within 10 miles (but greater than 5 miles) of the project site: 0.5 acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed. All of the land requirements may be met by fee title acquisition or a conservation easement (subject to CDFW approval). 			
		<p>Mitigation Measure BIO-4: No less than 14 days and no more than 30 days prior to the beginning of ground-disturbance activities, a qualified biologist shall conduct a preconstruction survey for San</p>	Less-than-significant	City of Antioch	Pre-construction

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
		Joaquin kit fox (SJKF). The survey shall include searching for signs of SJKF presence, identifying any potential habitat features, and evaluating habitat use by SJKF. The status of any identified potential den sites shall be determined. The USFWS shall be immediately contacted if an individual SJKF or sign of the species is observed during the survey. Under no circumstances shall an individual SJKF be relocated or an active den destroyed without authorization from the USFWS. Construction shall only proceed once the qualified biologist has determined that SJKF is not present, or in the event that SJKF or signs of species presence is observed during the preconstruction survey, until the USFWS has issued take authorization (in the form of a Biological Opinion).			
		Mitigation Measure BIO-5: Within 30 days of the commencement of construction, the project site shall be surveyed for potential badger den sites by a qualified biologist. If an occupied den is found, then any badgers present shall be removed from the den either by trapping or the use of exclusionary devices. If trapped, the badgers shall be moved to other suitable habitat. Once any badgers were trapped or excluded, the dens would be excavated by hand and refilled to prevent reoccupation. Exclusion would continue until the badgers had been successfully excluded from the site, as determined by a qualified biologist.	Less-than-significant	City of Antioch	Pre-construction
		Mitigation Measure BIO-6: A qualified biologist shall conduct clearance surveys for burrowing owls on the project site. The survey shall be conducted no more than 14 days prior to commencement of construction activities.	Less-than-significant	City of Antioch	Pre-construction
		If burrowing owls are observed using burrows during the non-breeding season (typically September through January), or after young have fledged following the conclusion of the breeding season, owls shall be excluded from all active burrows through the use of exclusion devices placed in occupied burrows in accordance with CDFW protocols (CDFW 1995). Specifically, exclusion devices, utilizing one-way doors, shall be installed in the entrance of all active burrows. The devices shall be left in the burrows for at least 48 hours			

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
		to ensure that all owls have been excluded from the burrows. Each of the burrows shall then be excavated by hand and refilled to prevent reoccupation. Exclusion shall continue until the owls have been successfully excluded from the site, as determined by a qualified biologist. In the event that nesting owls are observed, disturbance to the nests, as determined by a qualified biologist, will be avoided until all young have fledged. The implementation of Mitigation Measure BIO-3a : above, would further ensure that any owls potentially occurring on the project site during the nesting seasons would not be harmed.			
		Mitigation Measure BIO-7a : Prior to the commencement of construction activities, a preliminary jurisdictional delineation shall be conducted and the results shall be submitted to the ACOE for verification. If ACOE determines that jurisdictional wetlands or other waters are not present, no future actions with the ACOE would be required. If the ACOE and/or RWQCB determine that wetlands and/or other waters under their jurisdiction are present, the applicant will apply for the required permits/certifications prior to any fill of the features and comply with all conditions and mitigation requirements of any such permits. At a minimum, the applicant shall ensure that no net loss of jurisdictional wetlands occurs; this may be achieved through purchasing credits at an approved wetland mitigation bank or through the creation and implementation of a wetland creation plan.	Less-than-significant	City of Antioch	Pre-construction
		Mitigation Measure BIO-7b : Prior to the commencement of construction activities, the applicant shall coordinate with the CDFW regarding their potential jurisdiction over the onsite drainage ditch. If CDFW takes jurisdiction over the drainage ditch, then the applicant will apply for and obtain a Lake and Streambed Alteration Agreement prior to disturbance to the drainage ditch.	Less-than-significant	City of Antioch	Pre-construction
Cultural Resources					
The project could potentially damage or destroy Native American cultural resources through	Potentially Significant Unless Mitigation	Mitigation Measure CUL-1 : In the event that unrecorded archaeological resources are encountered during project grading, site preparation, or construction, the City shall require that construction and/or grading activities within 100 feet of any find is temporarily	Less-than-significant	City of Antioch	During construction

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
grading and soil disturbances.	Incorporated	<p>halted until a qualified archaeologist meeting federal criteria under 36 CFR 61 can assess the significance of the find and provide proper management recommendations. Prehistoric cultural material includes, but is not limited to; shell ridden deposits, hearth remains, stone and/or shell artifacts, and/or burials. Historic material, including but not limited to whole or fragmentary ceramic, glass or metal objects, wood, nails, brick, or other materials may occur within the project site in deposits such as old privies, dumps, or even as part of the fill.</p> <p>Deposits of prehistoric or historic archaeological materials are optimally avoided by project activities. However, if the deposits cannot be avoided, the City shall require that a qualified archaeologist evaluate the resources for their potential historic significance. If the deposits are determined to be historically significant by the qualified archaeologist, the resources are optimally avoided, but if avoidance is not feasible, impacts shall be mitigated in accordance with the recommendations of the qualified archaeologist, in coordination with the City and CEQA Guidelines Section 15126.4 (b)(3)(C), which requires implementation of a data recovery plan. Upon completion of the qualified archaeologist's assessment, he/she shall prepare a report documenting the methods and results, and provide recommendations for the treatment of the discovered archaeological materials. The report shall be submitted to the City and the Northwest Information Center. Once the report is reviewed and approved by the City and any appropriate resource recovery and/or mitigation measures are completed, project construction activity within the area of the find may resume.</p> <p>Mitigation Measure CUL-2: Prior to the issuance of grading permits, the City shall require that the project applicant and contractor provide documentation that all construction crews that will work on the project site have undergone a training session to inform them of the potential for previously undiscovered archaeological resources, federal or state-eligible cultural resources, and human remains within the project site, of the laws protecting these resources and</p>	Less-than-significant	City of Antioch	Pre-construction

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
		penalties associated with destruction or removal expect by qualified archaeologist, and of the procedures to follow should they discover cultural resources during project-related work.			
		Mitigation Measure CUL-3: In the event that buried paleontological resources are encountered during project grading, site preparation, and/or construction, construction and/or grading activities within 100 feet of the find shall be temporarily halted until a qualified paleontologist can assess the significance of the find and provide proper management recommendations.	Less-than-significant	City of Antioch	During construction
		Mitigation Measure CUL-4: If human remains are encountered during grading within the project site, the City shall require that work within 25 feet of the discovery shall be stopped and the project contractor shall immediately notify the Contra Costa County Coroner. At the same time, a qualified archaeologist meeting federal criteria under 36 CFR 61 shall be contacted by the project applicants and project contractor to assess the situation and consult with the appropriate agencies. If the human remains are of Native American origin, the Coroner shall notify the NAHC within 24 hours of this identification. The NAHC will identify a Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and any associated grave goods.	Less-than-significant	City of Antioch	During construction
		Upon completion of the assessment, the qualified archaeologist shall prepare a report documenting the background to the finds, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report shall be submitted to the project applicant, the City, and the Northwest Information Center. Once the report is reviewed and approved by the City, and any appropriate treatment completed, project construction activity within the area of the find may resume.			
Geology & Soils					
The project site could be subject to moderate to strong seismic ground	Potentially Significant Unless	Mitigation Measure GEO-1: Prior to the issuance of building permits, the City shall ascertain that all buildings and structures on the project site will be constructed in conformance with the provisions of the	Less-than-significant	City of Antioch	Design

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
shaking should earthquakes occur along the five major active faults located within 45 miles of the project site.	Mitigation Incorporated	most recent version of the California Uniform Building Code (UBC) adopted by the City. The Geotechnical Study prepared by The PRA Group, Inc., January 31, 2007, incorporated herein by reference, includes seismic shaking criteria for consideration by the project structural engineer in the design of the building foundation. The final choice of design parameters remains the purview of the project structural engineer, subject to the review and approval of the City Engineer.			
		Mitigation Measure GEO-2: Prior to foundation placement and the issuance of a building permit, the City shall ascertain that the applicant/contractor has performed moisture conditioning of all pads. Upon completion of grading operations, the applicant/contractor shall submit to the City an inventory of the final pad grade soil condition conducted by a qualified geotechnical engineer. The inventory shall identify potential expansive and corrosive conditions and make geotechnical design recommendations for the proposed foundation systems. The findings of this inventory shall be incorporated into project plan revisions to the satisfaction of the Building Division. The City shall not issue a building permit for the project until the above measures are completed to the satisfaction of the Chief Building Inspector.	Less-than-significant	City of Antioch	Pre-construction
Hazards & Hazardous Materials					
The project could potentially create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	Potentially Significant Unless Mitigation Incorporated	Mitigation Measure HAZ-1: Prior to the issuance of any grading permit, the project applicant shall enlist a qualified professional to prepare a Phase II ESA under pertinent industry standards and state/local guidelines. The Phase II ESA shall, at minimum, consist of the collection and analysis of soil samples to determine the presence/concentration of hazardous materials. The findings of this investigation shall be documented in a written report and submitted to the City. If the results of the Phase II ESA confirm the presence of hazards or hazardous materials, site remediation shall be required with oversight by applicable state and local regulatory agencies, depending on the nature and extent of contamination. The impact of specific remedies implemented on air quality and resulting health	Less-than-significant	City of Antioch	Pre-construction

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
		effects, nuisance conditions, risk of upset in the event of an accident, and transportation of contaminated material associated with the remediation shall be addressed prior to implementation of the site remedy.			
Noise					
The project could result in a substantial increase in ambient noise levels through construction activities unless best management controls are implemented at the construction site.	Potentially Significant Unless Mitigation Incorporated	<p>Mitigation Measure NOI-1: The following construction best management controls, as identified in the Antioch General Plan and Municipal Code and the Brentwood General Plan, shall be implemented at the construction site:</p> <ul style="list-style-type: none"> Per the most conservative restrictions between Section 5-17.04 of the City's Municipal Code and Action N 1e of City of Brentwood's General Plan, construction activities, including haul truck deliveries, shall be limited to the hours of: 8:00 AM to 5:00 PM on weekdays within 300 feet of occupied dwelling units, and the Heritage Baptist Church and Academy, <ul style="list-style-type: none"> 7:00 AM to 6:00 PM on weekdays for construction located more than 300 feet from occupied dwelling units and the Heritage Baptist Church/Academy, 9:00 AM to 5:00 PM on Saturdays, and No construction shall occur on Sundays or public holidays. Prohibit unnecessary idling of internal combustion engines. Equip all equipment driven by internal combustion engines with mufflers which are in good mechanical condition, appropriate for the equipment, and no less effective than those originally installed by the manufacturer. Utilize "quiet" air compressors and other stationary noise sources where technology exists. Locate stationary noise-generating equipment such as air compressors or portable power generators as far as possible from sensitive receptors and place equipment so that emitted noise is directed away from nearby sensitive receptors. Construct temporary noise barriers, where feasible, to screen stationary noise-generating equipment when located within 200 	Less-than-significant	City of Antioch	During construction

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
		<p>feet of adjoining sensitive land uses. Temporary noise barrier fences would provide a 5 dBA noise reduction if the noise barrier interrupts the line-of-sight between the noise source and receiver and if the barrier is constructed in a manner that eliminates any cracks or gaps.</p> <ul style="list-style-type: none"> Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site. Construct units at the perimeter of the site and immediately adjacent to existing residences as early as possible so that the completed buildings will provide acoustical shielding for existing residences to the north and west. Constructing units along the western and northern perimeters of the site would provide approximately 10 dB of noise reduction during the remainder of project construction activities. Designate a "disturbance coordinator" who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and instituting reasonable measures as warranted to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule. Coordinate with the City to notice to the residents immediately adjacent to the project site and the Heritage Baptist Academy regarding the project construction schedule. The notice shall include the contact information for the disturbance coordinator. <p>Mitigation Measure NOI-2: Prior to the issuance of a grading permit, the applicant shall submit a construction-related noise mitigation plan to the Community Development Director for review and approval. The plan should depict the location of construction equipment, storage, and maintenance areas, and document incorporation of the best management controls identified in Mitigation Measure NOI-1 above.</p>	Less-than-significant	City of Antioch	Pre-construction
Public Services					

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation	Responsible Agency	Timing
The project would contribute incrementally to a currently existing need for an additional fire facility.	Potentially Significant Unless Mitigation Incorporated	Mitigation Measure PUB-1: At the time of building permit issuance, the City shall impose and collect a fire facility impact fee according to the fee schedule established by the City and in place at the time of tentative map approval.	Less-than-significant	City of Antioch	Pre-construction

**PLANNING COMMISSION
RESOLUTION NO. 2015-****

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH
RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND MISSION PEAK HOMES, INC., FOR THE HEIDORN
VILLAGE PROJECT**

WHEREAS, the City received an application from Douglas Krah, for approval of an Initial Study and Mitigated Negative Declaration, a rezone to Planned Development District, a Vesting Tentative Map/Final Development Plan, a Use Permit, Design Review, and a Development Agreement for the development of 117 single family homes on approximately 20.3 acres (PD-14-02, UP-14-08, AR-14-03, PW 695). The project site is located on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, -018); and

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

WHEREAS, the City of Antioch previously adopted an implementing ordinance (Article 32 of the Zoning Ordinance) authorizing and regulating the use of Development Agreements; and

WHEREAS, the City and Mission Peak Homes, Inc., have negotiated the Development Agreement attached as Exhibit A to this resolution; and

WHEREAS, the proposed Development Agreement complies with the requirements of Article 32 of the City of Antioch Zoning Ordinance; and

WHEREAS, the Planning Commission recommended adoption of the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program to the City Council and the proposed Development Agreement and the terms contained therein do not amend the project; therefore, in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, a subsequent environmental document is not required; and

WHEREAS, the Planning Commission duly gave notice of public hearing as required by law; and

WHEREAS, the Planning Commission on November 4, 2015, duly held a public hearing, received and considered evidence, both oral and documentary; and

WHEREAS, the adoption of this Development Agreement will not adversely affect the comprehensive General Plan and it is consistent with the General Plan and carries out the purposes of the General Plan.

NOW THEREFORE BE IT RESOLVED that in recommending approval to the City Council of the Development Agreement between the City of Antioch and Mission Peak Homes, Inc., the Planning Commission makes the following findings, which are based on its review and consideration of the entire record, including the recitals above and any oral or written testimony provided at the hearing:

1. There have been no substantial changes to the project through the Development Agreement. Therefore, the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program is the appropriate environmental document for the proposed project.
2. The Development Agreement is consistent with the General Plan as it carries out the purposes of the General Plan and is consistent with the land use and development designations in such plans.

NOW THEREFORE BE IT FURTHER RESOLVED that the Planning Commission recommends that the City Council approve the Development Agreement between the City of Antioch and Mission Peak Homes, Inc., for the Heidorn Village Project, in the form attached as Exhibit 1, subject to such changes as may be approved by the City Council.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 4th day of November, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

FORREST EBBS
Secretary to the Planning Commission

EXHIBIT A

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND MISSION PEAK HOMES, INC.

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and Mission Peak Homes, Inc., a California corporation ("**Developer**") (each a "**Party**" and collectively the "**Parties**"), pursuant to the authority of Division 1, Chapter 4, Article 2.5, Sections 65864 et seq. of the Government Code (the "**Statute**") is entered into as of _____, (the "**Effective Date**") in the following factual context:

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

B. Developer has an interest in that approximately 20.3 acres of real property located in the City of Antioch, Contra Costa County more particularly described in **Exhibit A** (the "**Property**") which it plans to develop as a single-family residential subdivision of 117 units (the "**Project**").

C. In order to effectuate development of the Project, Developer has submitted an application for a Rezoning as required under the Planned Development zoning ("**Rezoning Amendment**"), a Use Permit, a vesting tentative map to subdivide the Property ("**Tentative Map**") and design review approvals. The approvals listed above are sometimes referred to as "**Project Approvals**" and are set forth in **Exhibit B**.

D. An Initial Study/Mitigated Negative Declaration was prepared in accordance with CEQA to provide the environmental analysis on the Project Approvals. Any mitigation conditions imposed on the Project by the terms of the Initial Study/Mitigated Negative Declaration shall also be included as a part of the Project Approvals.

E. Developer and the City desire to enter into this Agreement to vest Developer with the right to develop the Property consistent with the Project Approvals. In exchange for the

covenants contained in this Agreement and the continued commitment of Developer to continue to provide the benefits described in the Project Approvals and any other necessary approvals required by the City that are consistent with and necessary to implement the Project Approvals (“**Subsequent Approvals**”), when and if the Project proceeds, and in order to encourage the investment by it necessary to do so, the City is willing to enter into this Agreement to set forth the right of Developer to complete the Project as provided in this Agreement.

F. On _____, 2015, at a duly noticed public hearing, the Planning Commission considered and recommended approval of the Mitigated Negative Declaration, Rezoning Amendment, Use Permit, Tentative Map and this Agreement to the City Council pursuant to Resolution No. 2015/_____.

G. On _____, 2015, at a duly noticed public hearing, the City Council approved the 1) Mitigated Negative Declaration pursuant to Resolution No. ____, 2) Rezoning Amendment pursuant to Ordinance No.____, 3) Use Permit pursuant to Resolution No. ____, and 4) Tentative Map pursuant to Resolution No. ____.

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

I. On _____, 2015, at a duly noticed public hearing, the City Council adopted Ordinance No. _____ approving this Agreement, a copy of which is attached as **Exhibit C.**

AGREEMENT

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

ARTICLE 1 TERM AND APPLICABLE LAW

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

ARTICLE 2 COVENANTS OF DEVELOPER

2.1. Obligations of Developer Generally. Developer shall have no obligation to proceed with, or complete the Project at any particular time or at all. However, if Developer proceeds, it shall comply the Applicable Law, as defined below in Section 2.2.

2.2. Applicable Law. The rules, regulations, and official policies governing permitted uses of the Property, density, maximum height and size of buildings and improvement requirements applicable to development of the Property shall be the ordinances, rules,

regulations, and official policies in force on the Effective Date (collectively, the “**City Regulations**”), except as otherwise expressly provided in the Project Approvals or this Agreement. The law applicable to the Project shall be (a) the City Regulations, (b) the Project Approvals and (c) this Agreement (collectively, the “**Applicable Law**”). If there is a conflict between this Agreement and the City Regulations or Project Approvals, this Agreement shall control. If there is a conflict between the Project Approvals and the City Regulations, the Project Approvals shall control.

2.3. Development Fees. Developer shall pay when due all applicable development fees in effect as of the Effective Date, and shall pay such fees at the rates and in the amounts applicable at the time of payment. Developer has agreed to complete certain improvements required by the Project Approvals to Prewett Ranch Road and Heidorn Ranch Road, as described in the Project Approvals, and shall therefore not be subject to any future traffic fees related to roadway improvements.

2.4. Processing Fees. In addition, Developer shall pay processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City of processing applications for Subsequent Approvals or for monitoring compliance with and review submittals for any Subsequent Approvals, as such fees and charges are adjusted from time to time. The foregoing notwithstanding, no fees other than processing fees shall be due before approval of the final map, unless earlier payment is expressly required by the Project Approvals.

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

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

2.7. Prewett Ranch Road.

2.7.1 Construction. Developer shall design, construct and install interim and ultimate improvements to Prewett Ranch Road, as more particularly described in the conditions of approval attached in Exhibit B, and depicted on the Tentative Map (“**Prewett Ranch Road Improvements**”).

2.7.2 Reimbursement.

(a) Prior to the recording of the first final map for the Project, Developer may establish a Community Facilities District or other land-based financing mechanism, at the discretion and sole cost of Developer, which mechanism shall provide for the

construction of the Prewett Ranch Road Improvements, and establish fair and reasonable assessments of each affected property owner. City shall reasonably cooperate with Developer in the formation of such financing mechanism. Alternatively, Developer and City may pursue another mechanism, such as a reimbursement agreement, to provide for reimbursement to Developer, as described in Section 2.7.2(b) and (c) below, provided such method is acceptable to the City in its reasonable discretion.

(b) Pursuant to the reimbursement mechanism determined in accordance with section 2.7.2(a) above, Developer shall be reimbursed for 100 percent of its costs associated with the portion of the Prewett Ranch Road Improvements that consist of the ultimate surface improvements south of the centerline of Prewett Ranch Road, excluding costs associated with the median from Heidorn Ranch Road to Alvar Street.

(c) Pursuant to the reimbursement mechanism determined in accordance with section 2.7.2(a) above, Developer shall be reimbursed for 50 percent of its costs associated with the portion of the Prewett Ranch Road Improvements that consist of the underground improvements that are not required to serve the Property.

(d) City shall condition future developers to reimburse Developer for their portion of the costs of the Prewett Ranch Road Improvements, if and when such properties develop, based on the reimbursement mechanism put in place by the Parties pursuant to section 2.7.2(a) above.

2.8. Heidorn Ranch Road.

2.8.1 Construction. Developer shall design, construct and install interim and ultimate improvements to Heidorn Ranch Road, as more particularly described in the conditions of approval attached in Exhibit B, and depicted on the Tentative Map, including those portions located within the City of Brentwood (“**Heidorn Ranch Road Improvements**”).

2.8.2 Reimbursement from City upon Completion. Upon completion by Developer and acceptance by the City of the Heidorn Ranch Road Improvements, City shall reimburse Developer the amount of \$500,000.00, which City previously received for such construction.

2.8.3 Additional Reimbursement.

(a) Prior to the recording of the first final map for the Project, Developer may establish a Community Facilities District or other land-based financing mechanism, at the discretion and sole cost of Developer, which mechanism shall provide for the construction of the Heidorn Ranch Road Improvements, and establish fair and reasonable assessments of each affected property owner. City shall reasonably cooperate with Developer in the formation of such financing mechanism. Alternatively, Developer and City may pursue another mechanism, such as a reimbursement agreement, to provide for reimbursement to Developer of the cost of any oversized infrastructure, provided such method is acceptable to the City in its reasonable discretion.

(b) City shall condition future developers within the City to reimburse Developer for their portion of the costs of the Heidorn Ranch Road Improvements, if and when such properties develop, based on the reimbursement mechanism put in place by the Parties pursuant to section 2.8.3(a) above.

(c) Further, City shall work in good faith with the City of Brentwood to seek reimbursement to Developer for the costs of those Heidorn Ranch Road Improvements that would serve development within the City of Brentwood as development occurs adjacent to Heidorn Ranch Road and/or the City of Brentwood makes funding available for such reimbursement.

2.9. Sewer Line Improvements.

2.9.1 Construction. Developer shall design and construct sewer improvements to Heidorn Ranch Road as more particularly described in the conditions of approval attached in Exhibit B (“**Sewer Line Improvements**”).

2.9.2 Reimbursement.

(a) Prior to the recording of the first final map for the Project, Developer may establish a Community Facilities District or other land-based financing mechanism, at the discretion and sole cost of Developer, which mechanism shall provide for the construction of the Sewer Line Improvements, and establish fair and reasonable assessments of each affected property owner. City shall reasonably cooperate with Developer in the formation of such financing mechanism. Alternatively, Developer and City may pursue another mechanism, such as a reimbursement agreement, to provide for reimbursement to Developer, provided such method is acceptable to the City in its reasonable discretion.

(b) Pursuant to the financing mechanism determined in accordance with section 2.9.2(a) above, Developer shall be reimbursed for the differential costs associated with (i) a pipe size greater than 8 inches in diameter; and (ii) the additional trench depth necessary to serve developments south of the Project (the “**Sewer Reimbursement Cost**”). The proportionate share applicable to each affected property owner will be determined based upon the estimated number of potential sewer connections at the time of implementation of the reimbursement mechanism. For example, if the Sewer Reimbursement Cost is estimated to be \$200,000 and there are 3,000 estimated sewer connections, the reimbursement would be \$66.67 per connection ($\$200,000/3,000$).

(c) City shall condition future developers within the City to reimburse Developer for their portion of the costs of the Sewer Line Improvements if and when such properties develop, based on the reimbursement mechanism put in place by the Parties pursuant to section 2.9.2(a) above.

2.10. Front Yard Landscaping. Developer shall form an Homeowner’s Association (“**HOA**”) for the Project, which HOA shall maintain the front yards of all homes in the Project. The Covenants, Conditions and Restrictions (“**CC&Rs**”) for the Project shall include provisions regarding the requirement of the HOA to maintain front yard landscaping and shall be subject to City review as set forth in the Project Approvals.

2.11. Police Services Funding.

2.11.1 Formation of a Financing Mechanism. In order to assist the City in meeting a police force level within a range of 1.2 to 1.5 officers per 1,000 residents as set forth in Performance Standard 3.5.3.1 of the General Plan, at the direction of the City, Developer shall create on the Property, a land based financing mechanism in the form of a community facilities district, special tax or other means (“**Financing Mechanism**”). The City and Developer shall work cooperatively in forming the Financing Mechanism. The costs for forming the Financing Mechanism, including consultant costs, shall be paid by Developer (“**Formation Costs**”). It is the intent of the City to require other properties, as they develop, to annex into this Financing Mechanism. For those properties that will be required to annex into the Financing Mechanism, the City shall require, by imposing a condition of approval, inserting a requirement in a development agreement or otherwise, an obligation on that property owner to reimburse Developer for that property owner’s fair share of the Formation Costs. The City shall require this reimbursement obligation to occur at the earlier of the filing of a final map or issuance of a building permit on the effected property. The City shall collect the reimbursement amount on behalf of Developer and distribute that amount to Developer. Developer shall provide the Formation Costs, with supporting documentation, to the City.

2.11.2 Financial Obligation for Developer. The amount of the financial obligation through the Financing Mechanism for the Property shall not exceed an initial amount of \$445.00 per lot (calculated as 1.35 officers per 1,000 resident under Performance Standard 3.5.3.1 of the General Plan), with annual increases based on the Consumer Price Index for the San Francisco Bay Area. The requirements of this Section 2.11 shall be waived by the City if the City imposes a special tax or other form of revenue generation on all City residents dedicated specifically for the purpose of funding police services, which shall not include the business license tax approved by voters in 2014 (Measure O) or any additional sales tax or extension of such sales tax.

ARTICLE 3 COVENANTS OF THE CITY

3.1. Obligations of City Generally. The City shall act in good faith to accomplish the intent of this Agreement, to protect Developer’s vested rights provided by this Agreement, and to ensure this Agreement remains in full force and effect. City shall cooperate with Developer so that it receives the benefits of and the rights vested by this Agreement, including prompt and timely action and assistance in (a) forming a Communities Facilities District(s) or other appropriate financing district(s) or mechanisms, and (b) obtaining from other governmental entities necessary or desirable permits or other approvals for the Project.

3.2. Eminent Domain. Developer shall purchase any and all real property interests necessary to allow it to construct the public improvements required by the Project Approvals and Subsequent Approvals. In the event that an affected property owner has rejected an offer by Developer, based upon fair market value as determined by an appraisal prepared by a City-approved appraiser in cooperation with City, Developer may request City assistance. Provided that Developer provides adequate funding and enters into an agreement with the City setting forth the terms of City’s obligations, in a form approved by City in its reasonable discretion, and

subject to the conditions set forth in the last sentence of this Section 3.2, City shall promptly and timely negotiate and seek the purchase of the necessary property, including if necessary and appropriate, the City's use of its power of eminent domain to acquire such real property interests. Developer shall pay all costs associated with such acquisition or condemnation proceedings. Nothing herein is intended to or shall prejudice or commit City regarding any findings and determinations required to be made in connection with adoption of a resolution of necessity.

3.3. Vested Development Rights. The City confirms and grants to Developer the vested right to develop the Property in accordance with the Project Approvals, Subsequent Approvals and this Agreement. This Agreement shall be enforceable as set forth in Section 9.2 below.

3.4. Permitted Uses. The permitted uses of the Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings, except as such may be limited by any design review approvals yet to be obtained; and provisions for reservation or dedication of land for public purposes are as set forth in the Project Approvals, which City confirms and vests by this Agreement. City shall not require Developer to reserve or dedicate land for public purposes except as expressly required by the Project Approvals.

3.5. Life of Vesting Tentative Subdivision Map. By approval of this Agreement, City extends and vests the term of the Tentative Map approved by Resolution No. 2015/_____ for the term of this Agreement (including any subsequent extensions). The term of this Agreement and of the Tentative Map shall be extended automatically by a time period equal to the sum of any periods of time during which a development moratorium, as defined in Section 66452.6(f) of the Subdivision Map Act (the "**Map Act**"), is in effect. The term of each Project Approval and any other permit issued by City in conjunction with the Tentative Map as provided in Section 66452.12 of the Map Act shall expire no sooner than (a) the Tentative Map or (b) the term otherwise applicable to the Project Approval or permit if this Agreement were not in effect, whichever occurs later. The City shall not require Developer to enter into any subdivision or other agreement that is inconsistent with this Agreement or the Project Approvals or that requires more work than is required by them, provided however that the Parties agree and understand that Developer will be required to enter into subdivision improvement agreements as set forth in 2.5 above. The City shall allow Developer to file multiple final maps, if Developer desires, in accordance with Section 66456.1 of the Map Act.

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

3.6.1 Regulations regarding processing fees and charges, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

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

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

3.6.4 New City ordinances and regulations that may be in conflict with this Agreement or the Project Approvals but that are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, where there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition. Changes in laws, regulations, plans or policies that are specifically mandated and required by changes in state or federal laws or regulations that require such to apply to the Project.

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

3.6.6 Notwithstanding anything to the contrary provided herein, Developer shall have the right to challenge in court any City ordinance, policy, regulation or standard that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement.

ARTICLE 4 AMENDMENT

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

4.1.1 Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to an Approval, the Director of Community Development, or his/her designee (collectively “**Authorized Official**”) shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project Approvals as a whole; and (ii) whether the requested amendment or modification is substantially consistent with Applicable Law. If the Authorized Official finds that the proposed amendment or modification is minor, substantially consistent with Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an “**Administrative Project Amendment**” and the Authorized Official may, except to the extent

otherwise required by law, approve the Administrative Project Amendment, following consultation with other relevant City staff, without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, non-substantial reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the design and location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project Approvals, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

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

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

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

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

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

ARTICLE 5

ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

5.1. Assignment of Interests, Rights and Obligations. Nothing herein limits the right of Developer to freely alienate or transfer all or any portion of the Property. However, Developer may only transfer or assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto (a “**Transfer**”), subject to the requirements for City’s consent set forth in this ARTICLE 5, to a

third party who acquires an interest or estate in the Property or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or improvements (a “**Transferee**”).

5.2. Transfer Agreements.

5.2.1 Written Agreement. In connection with a Transfer by Developer (other than a Transfer by Developer to an Affiliated Party (as defined below), to a Mortgagee (as defined below in 5.4) or to a Home Purchaser (as defined below in 5.3)), Developer and the Transferee shall enter into a written agreement (a “**Transfer Agreement**”), with City’s consent in writing to the Transfer, regarding the respective interests, rights and obligations of Developer and the Transferee in and under this Agreement and the Project Approvals. Such Transfer Agreement may (i) release Developer from obligations under this Agreement or the Project Approvals that pertain to that portion of the Project being transferred, as described in the Transfer Agreement, provided that the Transferee expressly assumes such obligations, (ii) transfer to the Transferee vested rights to improve and use that portion of the Project being transferred, and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. Developer shall notify the City in writing that it plans to execute a Transfer Agreement at least 60 days in advance of the execution date and provide City with such information as may be required by City to demonstrate the Transferee’s qualifications and financial ability to complete the Project. City shall have 30 days from the date of such notice to review the information and provide a determination to Developer. City may withhold its consent if the City reasonably determines that the Transferee, or an entity with similar or related ownership or control as Transferee, has been a party to litigation filed against the City or if the Transferee lacks the financial ability to complete the Project. If City consents to the Transfer, Developer shall be released from its obligations as provided in the Transfer Agreement. If City does not consent to the Transfer, City shall provide its reasons in writing and shall meet with Developer in good faith to determine what additional information may be necessary for City to provide its consent. An “**Affiliated Party**” is defined as any corporation, limited liability company, partnership or other entity which is controlling of, controlled by, or under common control with Developer, and “**control**,” for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

5.2.2 Binding. Any Transfer Agreement shall be binding on Developer, the City and the Transferee, but shall not release Developer absent express language in the Transfer Agreement. Upon recordation in the Official Records of Contra Costa County of any Transfer Agreement, Developer shall be released from those obligations assumed by the Transferee therein, subject to the provisions of 5.2.1 above.

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

5.4. Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording of this Agreement, including the lien of any deed of trust or mortgage (“**Mortgage**”). The foregoing notwithstanding, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to the City’s remedies to terminate the rights of Developer and its successors and assigns under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee (“**Mortgagee**”) who acquires title to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu of foreclosure, or otherwise.

5.4.1 Mortgagee Not Obligated. The provisions of 5.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

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

ARTICLE 6

COOPERATION IN THE EVENT OF LEGAL CHALLENGE; INDEMNITY

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

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

ARTICLE 7 DEFAULT; TERMINATION; ANNUAL REVIEW

7.1. Default.

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

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

7.1.3 Procedure for Default by Developer. If Developer is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and

the dispute resolution process set forth in ARTICLE 8 below, City may institute legal proceedings against Developer pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Developer pursuant to California Government Code Section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code Sections 65865, 65867 and 65868 by the City Council within 60 calendar days following the date of delivery of such notice (the “**Default Hearing**”). Developer shall have the right to offer written and oral testimony prior to or at the time of said public hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Developer by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Developer files an action to challenge City’s termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City’s termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section shall not be interpreted to constitute a waiver of section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

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

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

7.3. Annual Review. Throughout the term of this Agreement, at least once every 12 months, Developer shall provide City with a written report demonstrating its good-faith compliance with the terms of this Agreement (the “**Written Report**”). City’s City Manager and City Attorney shall review the Written Report to determine whether Developer is in good-faith compliance with the terms of the Agreement and, if they have concerns about Developer’s compliance, shall schedule a review before the City Council (the “**Periodic Review**”). At least

10 days prior to the Periodic Review, the City shall provide to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review (and, to the extent practical, related exhibits) concerning Developer's performance. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. If before the public hearing, such response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Developer has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within two months, or (b) notify Developer in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Developer has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

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

ARTICLE 8 DISPUTE RESOLUTION

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

8.2. Private Negotiation. If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable

satisfaction of the Parties within 30 days from a written request for a negotiation, then the Dispute shall be submitted to mediation pursuant to 8.3.

8.3. Mediation. Within 15 days following the written request to negotiate, either Party may initiate non-binding mediation (the “**Mediation**”), conducted by JAMS/Endispute, Inc. (“**JAMS**”) or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 15 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator’s fees and expenses, but each Party shall pay its own attorneys’ and expert witness fees and any other associated costs.

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

ARTICLE 9 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

If to City:

City of Antioch
Attention: City Manager

200 H Street
Antioch, CA 94509
Telephone: (925) 779-7011
Facsimile: (925) 779-7003

With a mandatory
copy to:

City Attorney
City of Antioch
200 H Street
Antioch, CA 94509
Telephone: (925) 779-7015
Facsimile: (925) 779-7003

If to Developer:

Mission Peak Homes, Inc.
Attention: John Wong, President
47289 Mission Falls Court
Fremont, CA 94539

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

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

Exhibit A	Property Description described in Recital B.
Exhibit B	Developer Project Approvals described in Recital C.
Exhibit C	Ordinance approving this Agreement described in Recital I.

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

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

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

CITY:

City of Antioch, a municipal corporation

By: _____,

APPROVED AS TO FORM:

By: _____
_____,
City Attorney

ATTEST:

By: _____
_____,
City Clerk

DEVELOPER:

Mission Peak Homes, Inc., a California Corporation

By: _____
John S. Wong, President

APPROVED AS TO FORM:

By: _____
Michael H. Weed
Attorney for Developer

EXHIBIT A

Property Description described in Recital B

Exhibit B

Developer Project Approvals described in Recital C

EXHIBIT C

Ordinance approving this Agreement described in Recital I

**CITY OF ANTIOCH PLANNING COMMISSION
RESOLUTION NO. 2015-****

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH
RECOMMENDING APPROVAL OF AN ORDINANCE TO REZONE TO PLANNED
DEVELOPMENT DISTRICT (PD-14-02) FOR THE HEIDORN VILLAGE PROJECT**

WHEREAS, the City received an application from Douglas Krah, for approval of an Initial Study and Mitigated Negative Declaration, a rezone to Planned Development District, a Vesting Tentative Map/Final Development Plan, a Use Permit, Design Review, and a Development Agreement for the development of 117 single family homes on approximately 20.3 acres (PD-14-02, UP-14-08, AR-14-03, PW 695). The project site is located on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, -018); and

WHEREAS, an Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on November 4, 2015; and,

WHEREAS, the Planning Commission recommended adoption of the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program to the City Council; and,

WHEREAS, on November 4, 2015, the Planning Commission recommended approval of a Development Agreement between the City of Antioch and Mission Peak Homes, Inc., to the City Council: and,

WHEREAS, the Planning Commission duly gave notice of public hearing as required by law; and

WHEREAS, on November 4, 2015, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary; and,

WHEREAS, in consideration of the rezone, the granting of such rezone will not adversely affect the comprehensive General Plan.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission makes the following findings required for approval of the proposed zone change:

1. That the public necessity requires the proposed zone change. The subject property is zoned PD. The proposed project is required to rezone the subject property to a Planned Development District and adopt development standards.
2. That the subject property is suitable to the use permitted in the proposed zone change. The subject property is relatively flat, undeveloped land

adjacent to existing residential development and is suitable to single, family residential development.

3. That said permitted use is not detrimental to the surrounding property. The project is consistent with the adjacent residential development to the west and the project will construct infrastructure and improvements that will benefit surrounding properties.
4. That the proposed zone change is in conformance with the Antioch General Plan. The project conforms to the requirements of the General Plan for Medium Low Density Residential development.

BE IT FURTHER RESOLVED that the Planning Commission does hereby recommend to the City Council APPROVAL of the draft Ordinance (Exhibit A) to rezone the approximately 20.3 acres project site located on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, -018).

* * * * *

I HEREBY CERTIFY that the foregoing recommendation was passed and adopted by the Planning Commission of the City of Antioch, at a regular meeting thereof, held on the 4th day of November, 2015 by following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

FORREST EBBS
Secretary to the Planning Commission

EXHIBIT A

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE TO PLANNED DEVELOPMENT DISTRICT (PD-14-02) FOR THE HEIDORN VILLAGE PROJECT (APNs 056-130-013, -015, -017, -018)

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

SECTION 1:

The City Council determined on _____ that, pursuant to Section 15164 of the Guidelines of the California Environmental Quality Act, that the appropriate environmental document for the project is an Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

SECTION 2:

At its regular meeting of November 4, 2015, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property to Planned Development District (PD-14-02) for the Heidorn Village Project.

SECTION 3:

The real property described in Exhibit A, attached hereto, is hereby rezoned to Planned Development District (PD-14-02) for the Heidorn Village Project.

SECTION 4:

The development standards, as defined below, for the subject property (**APNs 056-130-013, -015, -017, -018**), known as the Heidorn Village Project, are herein incorporated into this ordinance, and are binding upon said property.

Development Standards for the Proposed Heidorn Village Planned Development District (PD-14-02)

Standard	Proposed PD Zoning Standards
Maximum Density	6 dwelling units per gross developable acre
Maximum Number of Units	117
Minimum Lot Size	4,000 s.f.
Minimum Lot Width	All lots shall have a minimum width of 50 feet at a distance of 20 feet from the right-of-way with the exception of lots 17, 97-99, 103, 104.
Minimum Front Yard Setbacks from Property	20 feet to garage 15 feet to front of house

Standard	Proposed PD Zoning Standards
Line (reserved for landscaping only, excluding driveways)	10 feet to front porch
Minimum Side Yard Setbacks from Property Line (reserved for landscaping only)	Interior lot: 5 feet Corner lot: 5 feet street side setback. No part of a house, landscaping, or fence shall obstruct the required clear vision zone at an intersection.
Minimum Rear Yard Setbacks from Property Line (including patio covers)	10 feet on single story homes 15 feet on two story homes
Accessory Structure Setbacks	Interior lot: side yard and rear yard setback is zero Corner lot: street side setback is 20 feet and rear and interior side setback is zero
Maximum Building Height	35 feet
Maximum Lot Coverage (including accessory buildings and patio covers)	55%
Minimum Parking and Driveways	20 foot long by 20 foot wide driveway. One minimum 20 foot long on-street guest parking space per house.

SECTION 5:

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

SECTION 6:

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the ____ of _____ and passed and adopted at a regular meeting thereof, held on the ____ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

Mayor of the City of Antioch

ATTEST:

City Clerk of the City of Antioch

EXHIBIT A
LEGAL DESCRIPTION

**PLANNING COMMISSION
RESOLUTION NO. 2015-****

**RESOLUTION OF THE CITY OF ANTIOCH PLANNING COMMISSION
RECOMMENDING APPROVAL OF A TENTATIVE MAP/FINAL DEVELOPMENT
PLAN AND USE PERMIT FOR THE HEIDORN VILLAGE PROJECT**

WHEREAS, the City received an application from Douglas Krah, for approval of an Initial Study and Mitigated Negative Declaration, a rezone to Planned Development District, a Vesting Tentative Map/Final Development Plan, a Use Permit, Design Review, and a Development Agreement for the development of 117 single family homes on approximately 20.3 acres (PD-14-02, UP-14-08, AR-14-03, PW 695). The project site is located on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, -018); and

WHEREAS, an Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on November 4, 2015; and,

WHEREAS, the Planning Commission recommended adoption of the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program to the City Council; and,

WHEREAS, on November 4, 2015, the Planning Commission recommended approval of a Development Agreement between the City of Antioch and Mission Peak Homes, Inc., to the City Council: and,

WHEREAS, on November 4, 2015, the Planning Commission recommended approval of a rezone to Planned Development District (PD-14-02) to the City Council; and,

WHEREAS, the Planning Commission duly gave notice of public hearing as required by law; and,

WHEREAS, on November 4, 2015, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission makes the following required findings for approval of a Final Development Plan:

1. Each individual unit of the development can exist as an independent unit capable of creating an environment of sustained desirability and stability because each parcel has its own independent parking and access. The uses proposed will not be detrimental to present and potential surrounding uses but instead will have a beneficial effect which could not be achieved

under another zoning district due to the General Plan and zoning designations for the project site and the requirement to establish a Planned Development Zoning District and receive approval for a Final Development Plan for each project zoned Planned Development in the City of Antioch;

2. The streets and thoroughfares proposed meet the standards of the City's Growth Management Program and adequate utility service can be supplied to all phases of the development because the project will be constructing all the required streets and utilities to serve the project and the ultimate design, location and size of these improvements will be subject to the approval of the City Engineer;
3. Any commercial component of the project is justified. There are no commercial components of the Project;
4. Any deviation from the standard zoning requirements is warranted by the design and additional amenities incorporated in the final development plan which offer certain unusual redeeming features to compensate for any deviations that may be permitted. The project is a small lot subdivision and is substantially in conformance with the applicable zoning requirements for residential development and the Planned Development District development standards established for the project site;
5. The area surrounding the PD district can be planned and zoned in coordination and substantial compatibility with the proposed development because the proposed development is consistent with the General Plan and the area around the Project will also be required to develop according to the General Plan policies; and,
6. The Project and the PD District conform to the General Plan of the City in that the small lot single family residential uses are consistent with the General Plan designation of Medium Low Density Residential for the project site; and,
7. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

BE IT FURTHER RESOLVED that the Planning Commission does hereby make the following findings for approval of a Vesting Tentative Parcel Map:

1. That the subdivision, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations. The site is has a General Plan Designation of Medium Low Density Residential and is zoned Planned Development and the subdivision will accommodate uses that are

consistent with the General Plan on each of the lots created by the subdivision; and,

2. That the subdivision proposed by the Vesting Tentative Map complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations. The proposed subdivision meets the City's criteria for the map. The City's Planning and Engineering staff have reviewed the Vesting Tentative Map and evaluated the effects of the subdivision proposed and have determined that the Vesting Tentative Map as conditioned complies with and conforms to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations.
3. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

BE IT FURTHER RESOLVED that the Planning Commission does hereby make the following findings for approval of a use permit:

1. The granting of such use permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity because the project has been designed to comply with the City of Antioch Municipal Code requirements.
2. The use applied at the location indicated is properly one for which a use permit is authorized because the City of Antioch Zoning Ordinance requires a use permit for all Planned Development District (PD) applications.
3. That the site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required, to other uses in the neighborhood. The site plan complies with the Planned Development standards established for the project's Planned Development District.
4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use. The project site will construct an extension of Prewett Ranch Drive and widen Heidorn Ranch Road to serve the project site and the street improvements are designed to meet City standards for adequate width and pavement.
5. That the granting of such use permit will not adversely affect the comprehensive General Plan because the proposed uses and design are consistent with the General Plan. The General Plan designation for the project site is Medium Low Density Residential, which allows for the type of community being developed by the project.

6. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

NOW THEREFORE BE IT RESOLVED that the Planning Commission of the City of Antioch does hereby recommend APPROVAL of a vesting tentative map/final development plan, and use permit, for the development of a 117 unit single family residential community on a 20.3 acres project site located on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, -018) subject to the following conditions:

A. GENERAL CONDITIONS

1. The project shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions or in the development agreement.
2. Concurrent with the first submittal of grading or improvement plans, the applicant shall submit a site plan exhibit showing the site plan as modified by conditions and approvals.
3. Sound wall locations and elevations for each phase of the project shall be included on the grading plan(s).
4. This approval expires two years from the date of approval (Expires November 4, 2017) or alternate date as identified in the Development Agreement.
5. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge any land use approval or environmental review for the Project. 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.
6. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.
7. Permits or approvals, whether discretionary or ministerial, will not be considered if the applicant is not current on fees, reimbursement and/or other payments that are due the City.
8. All required easements or rights-of-way for improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.

9. All easements of record that are no longer required and affect individual lots or parcels within this project shall be removed prior to or concurrently with the recordation of the final map.
10. Prior to the recording of the first final map the applicant may establish a Community Facilities District, other financing mechanism, or reimbursement agreement acceptable to the City Engineer that will provide for the reimbursement of the fair share design and construction costs of Prewett Ranch Drive, signal at Prewett Ranch Drive and Heidorn Ranch Road, Heidorn Ranch Road and all affected utilities. The financing mechanism is at the discretion of the applicant. Fair and reasonable assessments of effected property owners shall be established. The CFD or other mechanism shall be at no cost to the City.
11. The applicant shall establish a Home Owners Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining:
 - All HOA owned parcels (including private streets).
 - Landscaping in City right-of-way north of the northerly curb line of Prewett Ranch Drive and west of the westerly curb line of Heidorn Ranch Road.
 - Parcel "C" park.
 - Storm drain facilities (pipes, structures and basins) north of the northerly curb line of Prewett Ranch Drive and west of the westerly curb line of Heidorn ranch Road as approved by the City Engineer.
 - Decorative street lights on publicly dedicated Dauphine Street.
 - The boundary between City maintained streets and HOA maintained streets shall be distinguished by enhanced paving as approved by the City Engineer.
 - The City shall be reimbursed if it maintains landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter and curb ramps), storm drain facilities, street lighting, and all other HOA facilities and amenities that are not maintained by the HOA to an acceptable City level.
 - All front yard landscaping is to be maintained by the HOA.
12. Subject to approval by the state, the CC&Rs shall include a provision indicating that the City of Antioch is named as a third-party beneficiary with the right, but not the obligation, to enforce the provisions of the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, streets, curbs, gutters, street lights, parking, open space, storm water facilities and the prohibition of nuisances. The City shall have the same rights and remedies as the Association, Manager or Owners are afforded under the

CC&Rs, including but not limited to rights of entry. This right of enforcement is in addition to all other legal and equitable remedies available to the City, including the right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state or local laws, regulations, permits or approvals. Neither action nor inaction by the City shall constitute a waiver or relinquishment of any rights or remedies. In addition, the CC&Rs shall include a provision that any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City as well. Further, the CC&Rs cannot be terminated or amended materially without the prior written consent of the Community Development Director and City Attorney of the City of Antioch. Material changes are those that would change the fundamental purpose of the development including but not limited to:

- City approvals of uses or external modifications.
- Property ownership or maintenance obligations including, but not limited to, common areas, storm water and landscaping.

The CC&Rs for this project shall be reviewed and approved by the City Attorney and the Community Development Director prior to the issuance of the first building permit.

13. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.
14. The property shall annex into or establish and participate in a Lighting and Landscape District (LLD) and accept a level of annual assessments sufficient to maintain their fair share:
 - a. The street lights adjacent to the project area.
 - b. Landscaping within the medians in Prewett Ranch Drive and Heidorn Ranch Road.

B. TENTATIVE MAP CONDITIONS

1. The Tentative Map approval is subject to the time lines established in the State of California Subdivision Map Act or as extended by the Development Agreement.
2. Approval is based upon substantial conformance with the Vesting Tentative Map submitted to the City of Antioch on April 30, 2015.
3. Approval of this tentative map shall not be construed as a guarantee of future extension or re-approvals of this or similar maps.

C. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code. Requests for alternative days/time may be submitted in writing to the City Engineer for consideration.
2. The project shall be in compliance with and supply all the necessary documentation for AMC 6-3.2: Construction and Demolition Debris Recycling.
3. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The applicant shall post dust control signage with a contact number of the applicant, City staff, and the air quality control board. The project is also subject to water conservation imposed by state regulators.
4. That the site be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

D. SITE AND PROJECT DESIGN

1. Applicant shall install mail box facilities to a location that is in general conformance with the preliminary landscape plan submitted to the City of Antioch on September 23, 2014.
2. Prior to the approval of the grading plan(s), the City Engineer shall determine if it is necessary to engage soils and structural engineers, as well as any other professionals, deemed necessary to review and verify the adequacy of the building plans submitted for this project. If deemed necessary by the City Engineer, this condition may include field inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the applicant.
3. All proposed improvements shall be constructed to City standards, as stated in these conditions of approval or as approved by the City Engineer.
4. All public streets shall intersect at approximately 90 degrees or as approved by the City Engineer.
5. All driveways adjacent to public streets shall be perpendicular to the street centerline, or as approved by the City Engineer.
6. All driveways shall be a minimum of five feet from curb return.
7. Curb ramps shall meet the latest version of Caltrans ramps.

8. Monolithic sidewalks with beveled curb shall be 6 inches thick and reinforced as approved by the City Engineer. Detached sidewalks that will be crossed by vehicles at driveway locations shall be 6 inches thick and reinforced as approved by the City Engineer. Sidewalk at driveway approaches shall be ADA complaint.
9. A minimum of a 20 foot tangent shall extend beyond the return at intersections at public streets, or as approved by the City Engineer.
10. All lot sidelines shall be perpendicular or radial to the fronting street centerline at public streets for a distance of 20 feet, or as approved by the City Engineer.
11. Sight distance triangles shall be maintained per 9-5.1101, Site Obstructions at Intersections of the Antioch Municipal Code or as approved by the City Engineer.
12. Rear and side yard fencing shall be provided for all units. All fences shall be located at the top of slope, or as approved by the City Engineer.
13. The new pad elevations constructed along the west boundary shall be graded to elevations at or lower than the existing pad elevations.
14. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to the street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per City Ordinance 9-5.1603.
15. The proposed street names approved by Planning Commission shall be as listed below. Changes to street names will require Planning Commission review and approval
 - Thalia
 - Erato
 - Dauphine
 - Mazant
 - Alvar
 - Gallier
 - Louisa
 - Lessups
 - Piety
 - Burgundy
 - France
 - Bartholomew
 - Pauline
 - Clouet

16. The applicant shall provide a “checklist” of universal design accessibility features to home buyers as required by Section 17959.6 of the Health and Safety Code.
17. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.
18. One on-street parking space per lot shall be located within close proximity to the unit served as shown on the parking plan dated April 20, 2015.
19. The applicant and then the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.
20. That all two-car garages be a minimum of 20 feet by 20 feet clear inside dimensions or as approved by the Community Development Director.
21. Prior to the opening of the model home complex to the public, Heidorn Ranch Road shall be constructed at the interim configuration with two 12 foot lanes an 8 foot wide bike lane southbound and one 12 foot lane an 4 foot wide paved shoulder northbound (or as approved by the Fire District), landscape median, street lights, turn pockets and other appurtenances, and all utilities from the current full improvements north of the project thru the intersection with Prewett Ranch Drive. Improvements shall include conduits and pull boxes for traffic signal at this intersection. Should development occur simultaneous with properties to the south and / or east of the development along Heidorn Ranch Road, interim or ultimate improvements shall be installed with each developer paying their fair share of the improvements as approved by the City Engineer. The signal is fee creditable.
22. Prior to the issuance of the 75th building permit, the applicant shall pay the City traffic signal fund for one-half of the design and construction costs of the traffic signal at Heidorn Ranch Road and Prewett Ranch Drive. Should Prewett Ranch Drive extend into Brentwood, the applicant shall be responsible for one-quarter of the cost of the signal and shall be reimbursed for excess payment. Note: The cost of a 4-legged signal is greater than the cost of a 3-legged signal and reimbursement will reflect this additional cost.
23. Heidorn Ranch Road northbound at Prewett Ranch Drive pavement surface shall be constructed wide enough so a u-turn can be made from southbound to northbound as recommended by the Fire District and approved by the City Engineer.

24. That portion of Heidorn Ranch Road fronting Heritage Baptist Church, (Parcel "B" of 50PM25), upon completion of construction the developer shall be reimbursed \$500,000 their fair share from the City as approved by the City Engineer.
25. Prewett Ranch Drive west of Alvar Loop shall be constructed at the interim configuration with one 12 foot lane, an 8 foot wide shoulder and one 12 foot lane westbound, a 4 foot paved shoulder (or as required by the Fire District) eastbound, street lights, all utilities, and other appurtenances.
26. Prewett Ranch Drive east of Alvar Loop shall be constructed at the interim configuration with one 12 foot lane, an 8 foot wide shoulder and one 12 foot lane westbound, a 4 foot (or as required by the Fire District) paved shoulder eastbound, landscape median, street lights, turn pocket, all utilities and other appurtenances.
27. Prewett Ranch Drive, east of Alvar Loop, shall have a distance from the face of curb to the north right-of-way of a minimum 15 feet. The section from face of curb to face of wall shall be a 5 foot wide landscape strip and a 5 foot wide walk. The landscape strip shall be upgraded to cover and/or hide the sound wall as approved by the City Engineer.
28. Prior to the opening the model home complex to the public and prior to issuance of the 1st production building permit, Dauphine Street, Alvar Loop south of Dauphine Street, interim Prewett Ranch Road to Alvar Loop and interim Heidorn Ranch Road shall be constructed.
29. Design of Parcel C (Park) shall be approved by the Parks and Recreation Commission and completed (signed by the City) prior to the issuance of the 50th building permit. Construction of Parcel C (Park) shall be completed prior to the issuance of the 75th building permit.

E. UTILITIES

1. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.
2. All existing and proposed utilities shall be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code.
3. Underground utilities shall be designed to flow approximately parallel to the centerline of the street, or as approved by the City Engineer.
4. All sewage shall flow by gravity to the intersecting street sewer main.

5. All public utilities shall be installed in streets avoiding between lot locations unless approved by the City Engineer.
6. Prior to the recordation of the first final map, the applicant shall submit hydrology and hydraulic analyses with a storm water control plan to the City for review and approval and to Contra Costa County Flood Control for review at no cost to the City as directed by the City Engineer.
7. The applicant shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements 3.c. for additional water flow conditions.
8. The houses shall be constructed with rain gutters and downspouts that direct water away from the foundations as approved by the City Engineer.
9. Recycled water mains shall be constructed in Prewett Ranch Drive, Heidorn Ranch Road and Dauphine Street to the park, or other landscaping, as approved by the City Engineer. This development is subject to State Laws which may require recycled water to all landscaped area.
10. The applicant shall extend the existing sanitary sewer main trunk line from the stub in Heidorn Ranch Road to Prewett Ranch Drive at no cost to the City. Construction of some or all of the sanitary sewer main may be reimbursed through a land based financing district, other benefit district or other mechanism financing as approved by the City Engineer.
11. The developer shall form or annex into a benefit district or participate in another mechanism acceptable to the City that will fairly distribute the cost of upsizing of utilities amongst the property owners in and around the Sand Creek Focus Area as approved by the City Engineer.
12. The applicant shall dedicate a public utility easement (PUE) to the City or its designee consisting of a non-exclusive surface and subsurface easement for wet and dry utilities, including construction, access, maintenance of works, improvements, structures, clearing of obstructions and vegetation. No building or structure shall be placed on the easement. The PUE shall be over all private streets and extend 10 feet behind the back of curb or 5 feet from back of walk.
13. On the public portion of Dauphine Street the PUE shall extend 5 feet from the right-of-way line into the lots or as approved by the City Engineer.

F. LANDSCAPING

1. Parcel "C" (park) shall be designed and constructed by the applicant and maintained by the HOA.
2. A minimum of 117 fifteen gallon street trees shall be located within front or side yards of corner lots prior to the issuance of the certificate of occupancy for each lot. The type and location of the tree shall be as approved by the City Engineer and in substantial conformance with the preliminary landscape plan dated September 23, 2014.
3. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval.

G. FIRE REQUIREMENTS

1. All weather access roads and a water supply shall be provided prior to commencing any combustible construction, as required by the Fire Chief.
2. The applicant shall comply with the following conditions provided by the Contra Costa County Fire Protection District:
 - a. Access roadways of less than 28-feet unobstructed width shall have NO PARKING – FIRE LANE signs posted or curbs painted red with the words NO PARKING – FIRE LANE clearly marked, per 22500.1 CVC.
 - b. Access roadways of 28-feet or greater, but less than 36-feet unobstructed width shall have NO PARKING – FIRE LANE signs posted, allowing for parking on one side only or curbs painted red with the words NO PARKING-FIRE LANE clearly marked. Parking is permitted on the side of the road that does not have fire hydrants. (22500.1) CVC, (503.3) CFC.
 - c. The applicant shall provide an adequate reliable water supply for fire protection with a minimum fire flow of 1500 GPM. Required flow shall be delivered from not more than one hydrant flowing simultaneously for the duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (507.1), (B105) CFC
 - d. The applicant shall provide hydrants of the East Bay type, which shall be maintained by the City. Approximate hydrant locations will be determined by the Fire District and approved by the City Engineer.
 - e. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC. Gravel

roads are not considered all-weather roadways for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum sub base materials and capable of supporting the designated gross vehicle weight specified above.

- f. Premises identification shall be provided. Such numbers shall contrast with their background and be a minimum of four inches high with ½-inch stroke or larger as required to be readily visible from the street. (505.1) CFC, (501.2) CBC
- g. Plan review and inspection fees shall be submitted at the time of plan review submittal. Checks may be made payable to Contra Costa County Fire Protection District (CCCFPD).
- h. All proposed homes shall be protected with an approved automatic fire sprinkler system complying with the 2013 edition of NFPA 13D or Section R313.3 of the 2013 California Residential Code. Submit a minimum of two (2) sets of plans for each model home to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CFC.
- i. The developer shall provide traffic signal pre-emption systems (Opticom) on any new traffic signals installed with this development. (21351) CVC
- j. Submit plans to: Contra Costa County Fire Protection District, 2010 Geary Road, Pleasant Hill, CA 94523.
- k. The developer shall submit a computer-aided design (CAD) digital file copy of the site plan to the Fire District upon final approval of the site improvements plans or subdivision map. CAD file shall be saved in the latest AutoCAD.DXF file format. (501) CFC.

H. FEES

- 1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code. Fees include but are not limited to:
 - Any acreage and utility connection fees which have been established by the City Council prior to the filing of the final map and as required by the Antioch Municipal Code.
 - Traffic signal fees as adopted by the City Council.
 - Park in lieu fee in the amount of \$175,500 shall be paid as stated in the City Ordinance and due at the recording of the final map. The amount of acreage required is 1.755 acres.
 - Development impact fees as established in the City master fee schedule at the time of the issuance of the building permits.

2. The applicant shall pay all pass thru fees. Fees include but are not limited to:
 - East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
 - Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.
 - Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s). (Currently \$50 per lot or parcel).
 - Contra Costa County Flood Control District.
 - School Impact Fees
 - Delta Diablo Sewer Fees
 - Contra Costa Water Fees.
3. Prior to filing of the first final map for recording, the applicant shall establish (or annex into an existing) police financing district and shall agree to accept a level of annual assessments (with a CPI escalator) or provide an additional funding source, excluding tax measures, sufficient to fund police to the level identified in the General Plan per the Development Agreement.

I. MODEL HOMES

1. Prior to the placement of any sales trailers, plans shall be submitted to the Engineering Department for review and approval. Any trailer shall be placed out of the public right-of-way and shall have its own parking lot.
2. The model home landscaping shall be drought tolerant, with total area of spray irrigation for the complex not to exceed 50 percent of the landscaping area.
3. The model home complex parking lot location and design shall be subject to the City Engineer approval.

J. GRADING

1. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
2. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.

3. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.
4. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.
5. The swales adjacent to the house structure shall have a minimum of a one (1) percent slope or as directed by the City Engineer.
6. All off-site grading is subject to the coordination and approval of the affected property owners, and the City Engineer. The applicant shall submit written authorization to “access, enter, or grade” adjacent properties prior to performing any work.
7. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this resolution.
8. The grading plan for this development shall be approved by the City Engineer.
9. All elevations shown on the improvement plans shall be on the USGS 1929 sea level datum or as approved by the City Engineer.
10. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
11. All retaining walls shall be of masonry construction.
12. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.
13. The back to back or side to side grading transitions from lot to lot shall have a maximum slope of 2:1, and shall be accommodated entirely on the lower lot or as approved by the City Engineer.
14. The minimum concrete gutter flow slope shall be 0.75%.
15. All property lines shall be located at the top of slope.

K. CONSERVATION/NPDES

1. Water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping shall be used.

2. The Project shall meet or exceed Tier 1 of the CALGreen Building Code.
3. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretionary Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. An Operation and Maintenance Plan (O&M) shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
4. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:
 - a. Prior to issuance of permits for building, site improvements, or landscaping, the applicant shall submit a permit application consistent with the applicant's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.
 - b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).

- c. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.
- d. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
- e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
- f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.
- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.
- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.
- j. Install on all catch basins "No Dumping, Drains to River" decal buttons.
- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or

degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.

- l. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
 - m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
 - n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.
 - o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.
5. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.

L. FINAL IS/MND AND MITIGATION MONITORING AND REPORTING PROGRAM

- 1. The applicant shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program.

M. ARCHITECTURE AND DESIGN

- 1. The side elevations of the "A" exterior elevations shall include additional detailing between the uninterrupted gable ends, subject to the approval of the Community Development Director.

2. Each elevation style shall include a garage door style that is unique to that elevation style, subject to the approval of the Community Development Director.
3. Each elevation style shall include mullion patterns that are unique to that elevation style, subject to the approval of the Community Development Director.
4. Fencing adjacent to the EBMUD right-of-way shall be a six foot high tubular steel fence. Fencing on Lot 16 adjacent to the EBMUD right-of-way shall be a six foot high wood fence.
5. A six foot high masonry soundwall shall be constructed on the eastern property line adjacent to the Heritage Baptist Church Academy.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 4th day of November, 2015.

AYES:

NOES:

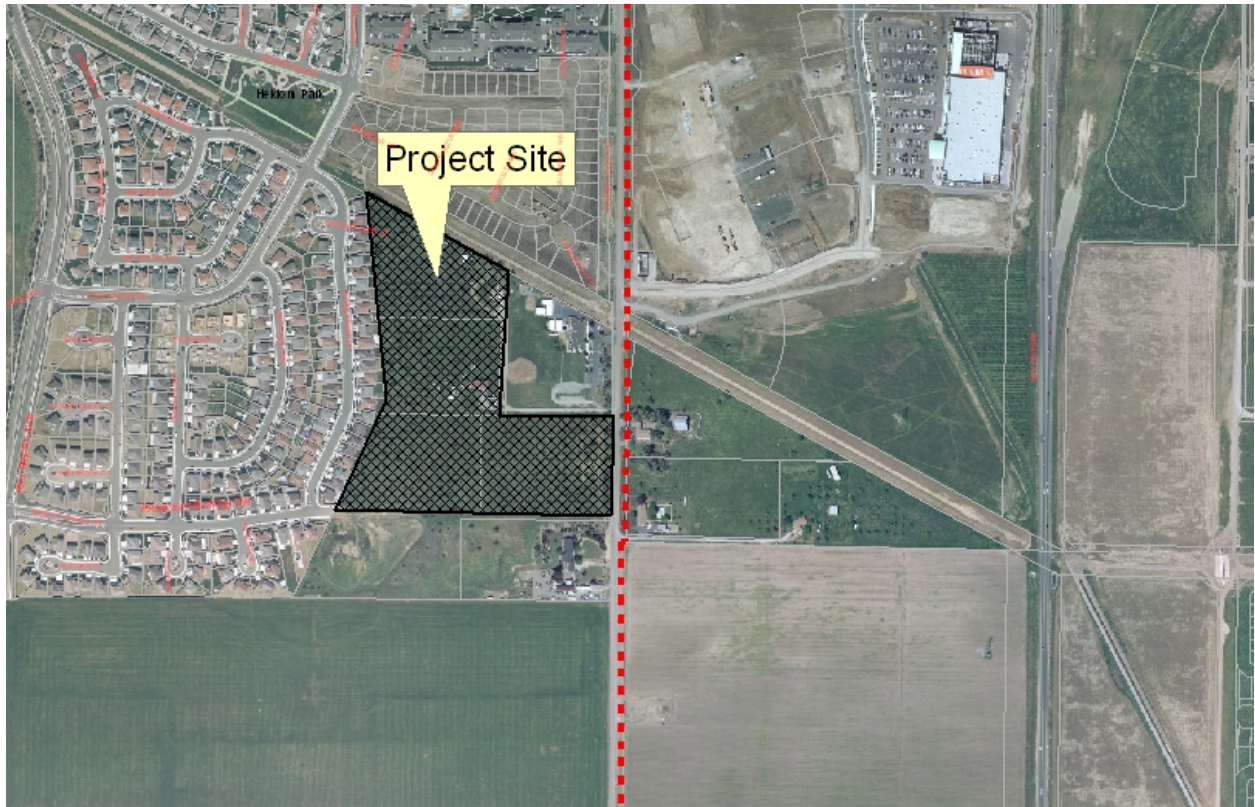
ABSTAIN:

ABSENT:

FORREST EBBS, SECRETARY TO THE
PLANNING COMMISSION

ATTACHMENT “A”

ATTACHMENT A



ATTACHMENT “B”

**CITY OF ANTIOCH
PLANNING COMMISSION MINUTES**

**Regular Meeting
6:30 p.m.**

**February 19, 2014
City Council Chambers**

CALL TO ORDER

Chair Hinojosa called the meeting to order at 6:30 p.m. on Wednesday, February 19, 2014, in the City Council Chambers. 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 decision. The final appeal date of decisions made at this meeting is 5:00 p.m. on Thursday, February 27, 2014.

ROLL CALL

Present: Commissioners Pinto, Miller, Baatrup and Westerman
Chair Hinojosa and Vice Chair Motts
Absent: None
Staff: Senior Planner, Mindy Gentry
Contract Planner, Scott Davidson
Public Works Director, Ron Bernal
City Attorney, Lynn Tracy Nerland
Minutes Clerk, Cheryl Hammers

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None.

CONSENT CALENDAR

1. **Approval of Minutes:** None

END OF CONSENT CALENDAR

CONTINUED ITEM

2. **AutoZone** proposes to amend the General Plan from High Density Residential to Neighborhood/Community Commercial and the East Lone Tree Specific Plan from Medium High Density Residential (R_H) to Community Retail (C_N), to rezone the property to Planned Development (PD), and to secure approval of a Final Development Plan, variance, use permit, and design review to develop a 7,766 square-foot AutoZone store. The project is located on the northeast corner Lone Tree Way and Fairside Way (**APN: 056-120-086**).

CP Scott Davidson provided a summary of the staff report dated February 13, 2014.

B1

Chair Hinojosa discussed with PWD Bernal the safety concerns, deceleration lane, and the median. PWD Bernal said that the road in front of the project is 4 lanes which will ultimately be 6 lanes, and that he recommends against having right turns into the driveway.

Commissioner Pinto discussed with PWD Bernal that the typical width of lanes are 12 feet, that the City has allowed less than 12 feet but that he does not think a deceleration lane is possible.

OPENED PUBLIC HEARING

Bob Abbott spoke on behalf of Auto Zone and said that he was present to respond to questions or concerns.

Jeff Halbert also spoke for Auto Zone and said that looking at the project as a whole; they submitted the application a year ago, and that in the prior packet there weren't conditions for approval so the matter was continued to tonight. He said that this is a very small property, that residential development on the site would end up with 6 to 8 units, and that in the response to the comment letter received regarding the Mitigated Negative Declaration, staff's response was that the project would not be inconsistent with nearby land uses. He said that concerning the lack of adequate buffering they have increased the setback and there is a 6' high concrete sound wall between the properties. Historically this site was designated as commercial use but is currently designated residential with a public overlay. He said that if the project fails, the school district may use the site per their letter. He said traffic generation is not conflicting with the residential use given the primary hours show most customers coming Saturday afternoons and 6:00 to 8:00 pm. He said that PD zoning allows flexibility to fit a project.

In response to Commissioner Motts concern with people working on cars on site, Mr. Halbert said that there are corporate rules, that businesses don't allow that and they don't feel this will be a problem.

Commissioner Pinto expressed concern with vans or cars pulling up to the wall and people jumping over the fence into the residential area and the possibility of the parking facing Lone Tree Way, Mr. Halbert said that the parking spaces are 10 ½ feet from the wall and that the driveways would have to be shifted to the corners to create circulation if the parking area moved to the corner of Lone Tree Way and Fairside Way.

Commissioner Westerman confirmed with Mr. Halbert that deliveries to the store are once a week and the hours are flexible. The trash pickup is a single truck just the same as residential pickup.

Joel Keller also spoke for Auto Zone and said that this site currently brings in minimal property taxes, that this project will provide construction jobs and 15 to 20 permanent jobs, and will increase property and sales taxes. He said that the site has been undeveloped for a long time, that the deceleration lane is going to be a problem with whatever goes there and that other Auto Zones have recently been approved with similar square footage and lot size.

Jon Stansbury representing Auto Zone as a broker said that the Auto Zone on Somersville is a smaller site and that he would recommend staff take a look at Auto Zone's Monument Boulevard store which is a very similar site.

Sean Wright spoke for the Antioch Chamber of Commerce in support of the project which would generate revenue and taxes and asked the Planning Commission to consider the opportunity.

Norm Dyer spoke on behalf of the owners of the Bella Rose Apartments and said that he wanted to stress the professional and thorough job that staff has done. He addressed comments with the school district letter, the deceleration lane and reduction in parking. He said that he would ask the applicant or the Commission to study what the expenses will be to the City and if it will benefit the City or be a liability to the City. He said that the Concord Auto Zone is not in a residential zone and is not on a corner lot.

CLOSED PUBLIC HEARING

Commissioner Motts clarified with staff that there would be a public process before the school can use the property.

PWD Bernal said ideally there would be no access off of Lone Tree Way but that he doesn't believe that with deliveries and the way the building is structured that you can do without the two points of access.

Chair Hinojosa asked staff to provide an explanation regarding the City's response to comments that the project would not be inconsistent with land uses to which CP Davidson said that it means that it doesn't rise to the threshold of a significant impact.

In response to Commissioner Motts, SP Gentry stated that there were no last minute letters other than the letter from the school district.

Commissioner Pinto said that the plot is a square; Fairside Way is narrow; and asked what can be done with this property to eliminate driveways on Lone Tree Way and possibly put two driveways on Fairside. He proposed a condition of approval to decrease the size of the building where Fairside can be widened and the median moved to create enough space for circulation out of Auto Zone. Scott Davidson responded that while he doesn't know the distance requirements from the intersection, he believes it would be difficult to have two driveways on Fairside and that the design solution might be to create a turn around but that would take land that doesn't exist.

REOPEN PUBLIC HEARING

Jeff Halbert said that the traffic study did not point out that as an issue, that this is a perceived issue of staff and that applicant would consider a right out only as an exit only and eliminating the need for deceleration.

Commissioner Pinto expressed concern with patrons safely trying to get onto Lone Tree Way and asked what consideration can be made by the developer to reduce the size of the building or something else to help the process.

Mr. Halbert responded that there is a signal there and traffic will stop periodically and create an opportunity for exiting. If the driveway was close off and all traffic goes to Fairside, they will need some type of dead end or turnaround. He said that if the City decides to eliminate the driveway on Lone Tree Way that this is taking this site off the shelf for retail use.

Commissioner Pinto said that if the driveway is necessary for business to function on Lone Tree Way, he would like to see the deceleration lane created and would like to see an eight foot tall wall between the properties.

RECLOSE PUBLIC HEARING

Commissioner Pinto discussed with PWD Bernal the suggestion of pushing the building back and making room for a deceleration lane. They also discussed a similar business on A Street.

Chair Hinojosa asked staff if they had worked with the applicant to work out layouts of the site to which SP Gentry said that potential variables and other ideas were discussed. She said that the building on A Street is probably legal nonconforming.

Commissioner Motts stated that he is struggling with the applicant's comment that any usage is going to have the same problems and that he would like to see the City have revenue.

Chair Hinojosa mentioned that it is not only circulation issues but also General Plan, zoning, rezoning and variance issues which should not be taken lightly.

Commissioner Westerman said that in general he doesn't like the idea of spot zoning, that the most proper way would be to find a location wherein the project conforms to the General Plan and the Specific Plan, and that what we are doing here is coming up with a project and then changing the requirements to fit. He said he is a little concerned about setting precedence and that this opens the door for others to expect the same. He is concerned about the turn from Lone Tree Way and that there is not enough room for a right turn lane.

Commissioner Miller questioned staff about deliveries and the median on Fairside to which PWD Bernal said that his understanding from the drawings is that deliveries would come in off Lone Tree Way, turn right in the parking lot and exit onto Fairside with modifications to the median.

Chair Hinojosa said that she is deeply troubled by this project; this is a good business for the City; that we need growth; the Chamber supports the project; but that the Planning Commission's role is to look at land use. She said that applicant has attempted to integrate, but feels this project falls short on so many levels. She said that

she feels like proceeding with this project is setting a precedent and that she can't really support approval of the project with these resolutions. The variance being proposed is asking for major deviations and she concurs about the circulation issues and she doesn't know how she can support it at this time.

Commissioner Baatrup said that he is struggling to find a way to stand behind this project and he doesn't disagree that this corner is a very awkward corner but thinks this project requires too many concessions and compromises. He said that there are multiple areas that would support this project in the City and he doesn't think this corner is one of those and that he can't support it.

Commissioner Baatrup made a motion to adopt the resolutions of denial contained in Attachment A of the staff report. Commissioner Westerman seconded the motion.

Commissioner Pinto suggested making an amendment and asked if this was doable.

CA Nerland said that the maker of the motion can consider an amendment or the Commission can vote on the motion. Commissioner Baatrup said that he was willing to hear the proposal.

Commissioner Pinto stated that the amendment would be to have the developer come back with solutions that meet most of the critical issues that have been raised today, that opportunity should be given to the developer and further suggested that staff also try to work with the developer to see how to mitigate these issues and come back to the Commission at a later date.

Chair Hinojosa clarified with Commissioner Pinto that he is proposing to continue the item.

Commissioner Baatrup said that while he appreciated Commissioner Pinto's desire to work this out and the applicant had the opportunity look at the concerns and to continue the project at the last meeting and he stated he would like to take his motion to vote.

RESOLUTION NO. 2014-04

On motion by Commissioner Baatrup and seconded by Commissioner Westerman, the Planning Commission cannot make findings that the proposed General Plan Amendment is in the public interest of the people and hereby recommends to the City Council denial of the amendment to City of Antioch's General Plan.

AYES:	<i>Hinojosa, Motts, Miller, Baatrup, and Westerman</i>
NOES:	<i>Pinto</i>
ABSTAIN:	<i>None</i>
ABSENT:	<i>None</i>

RESOLUTION NO. 2014-05

On motion by Commissioner Baatrup and seconded by Commissioner Westerman, the Planning Commission cannot make findings that the proposed Specific Plan Amendment is in the public interest of the people and hereby recommends to the City Council denial of the amendment to the East Lone Tree Specific Plan.

AYES: Hinojosa, Motts, Miller, Baatrup, and Westerman
NOES: Pinto
ABSTAIN: None
ABSENT: None

RESOLUTION NO. 2014-06

On motion by Commissioner Baatrup and seconded by Commissioner Westerman, the Planning Commission hereby recommends to the City Council denial of the change to the City of Antioch's zoning code found in Title 9 of the Antioch Municipal Code.

AYES: Hinojosa, Motts, Miller, Baatrup, and Westerman
NOES: Pinto
ABSTAIN: None
ABSENT: None

RESOLUTION NO. 2014-07

On motion by Commissioner Baatrup and seconded by Commissioner Westerman, the Planning Commission hereby recommends to the City Council denial of the final development plan, variance, use permit, and design review applications proposed by the Project.

AYES: Hinojosa, Motts, Miller, Baatrup, and Westerman
NOES: Pinto
ABSTAIN: None
ABSENT: None

NEW PUBLIC HEARING

- 3. PDP-13-01 – HEIDORN VILLAGE PRELIMINARY DEVELOPMENT PLAN –** Douglas Krah requests the review of a preliminary development plan, which is not an entitlement, for the development of 117 single family homes on approximately 20.3 acres. The project site is located on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (**APNs 056-130-013, -015, -017, -018**).

SP Gentry provided a summary of the staff report dated February 13, 2014.

In response to Commissioner Pinto's concern that two story homes are not practical for senior citizens, SP Gentry stated that the applicant has proposed 18 single story homes, that historically before the economic downturn developers were going with the largest house they could build and it has been priority of the City to incorporate single story homes and that 18 is a good variety. She said that the Commission can discuss further in deliberations.

In response to Chair Hinojosa, SP Gentry said that there is some guidance on small projects in the General Plan but that there isn't a lot of guidance and that design guidelines pertain to residential in its entirety and not small lot development.

Chair Hinojosa asked staff about the list of items in the conclusion section. SP Gentry said that this is not a formal action the Planning Commission is taking tonight, that this is an opportunity for the applicant to gather feedback, and for the Commission to provide guidance on the project. Staff has put together the list of 17 items of what staff would like to see incorporated in the project and it is the Commission's prerogative to delete or add to the list.

In response to Commissioner Motts, SP Gentry said that there isn't going to be adequate space to provide RV storage.

Commissioner Pinto asked staff about the trail connection and if this was a City requirement given that trails in some areas have been problematic. SP Gentry said that accessibility is not a requirement but it is a policy to make trail connections more accessible and that maybe a gate or security can be provided by the HOA.

OPENED PUBLIC HEARING

The applicant, Douglas Krah, said that this piece of property has unique constraints: the trail is at the northerly property line; one of the neighbors is the Heritage Baptist Academy; and that retail and commercial are in close proximity. He said that they are targeting single parents with kids, fully retired seniors and first time buyers. The HOA is responsible for all front yard landscaping and that the backyards are not big. He said that while he agrees with everything in the staff report, there are a couple of things they are tussling over such as the trail connection being a bad idea, and item 12 requiring the masonry wall. He proposed the church, himself and the City sit down and come up with a better solution and that while they did submit plans with 18 single story lots, he doesn't want to commit to all 18 but to start with 12. He said that he was ready to answer questions.

Commissioner Westerman clarified with the applicant that the front yard maintenance would be the responsibility of the HOA; there are strict requirements for water usage; landscaping would include turf and plants; irrigation would be monitored by the HOA; and the project would provide a very simple lifestyle.

Commissioner Westerman asked applicant about the HOA dues and said that he did not like the sidewalks on one side of the street. Applicant responded that the HOA dues

are approximately \$150.00 a month and that there is less concrete and the sidewalks are a continual loop.

Commissioner Motts clarified that there is only the curb and gutter between the street and the property and said that he is in favor of most suggestions of staff, particularly item 10 given the easy access to join the trail which may be gated. The applicant said that they have been generally divided on that issue from day one, and the site plans reflect that no homes are backing up to the trail or to the church.

Commissioner Pinto expressed concern with street parking on one side, said he was not sure where guest parking would be located and asked if the streets names were placeholders. The applicant said that the street names were placeholders and clarified with SP Gentry that City requirement is two enclosed spaces and one guest space on the street.

Commissioner Pinto asked if solar panels would be incorporated on rooftops to which applicant said that solar panels will definitely be available to all owners and that rebates come and go.

In response to Commissioners Westerman and Motts questions regarding garage and on street parking, the applicant stated that one of the clauses of the HOA is that you must be able to park in the garage which is pretty enforceable, and that there are places where you can't park on the street overnight.

In response to Chair Hinojosa regarding the masonry wall, the applicant said that while they haven't talked to the church, he would want residents to be able to see into the church property at night and that maybe vinyl coat chain link fencing with a gate on the northern edge of the East Bay Trail would be best.

In response to Chair Hinojosa regarding C3 and sidewalks, the applicant said that the park was never planned to be comingled with C3 and pointed out various lots planned without sidewalk access.

Commissioner Westerman asked about garbage cans to which the applicant said that given the concern of garbage trucks backing down driveways on flag lots, there are curbs that will be painted to dedicate a small window for garbage pickup but that cans will have to be wheeled out.

Commissioner Baatrup said that he is not excited about 55% coverage on a lot and that this is not the kind of projects he would like to see a lot of. He would like to manage these types of developments in the City. He said that he would prefer no turf. He said that the 20' driveway length may not work for the average pickup truck and asked about the product size.

Applicant responded that the park will be turf but there will be a good combination that doesn't require a lot of water. He said that the City standard for driveways is 20' but this is a minimum and some may be longer. The single homes are 1600 sf and the two story homes are about 2000 to 2500 sf.

Commissioner Baatrup stated that there are too many two story elevations and he would suggest that where you have lots adjacent to lots with single stories that you put single family behind them. He said that he liked the idea of accessing the trail.

Commissioner Motts said that he would like to see the use of California native plants which are usually drought tolerant.

Commissioner Pinto said that looking at the site plan, the Heritage Baptist Church shows a future driveway that will be coming into Street A and the road that leads to Street A is 4 lanes from Lone Tree Way and then narrows to two lanes and asked at what point they plan on widening the street to four lanes and if the Church's proposed driveway is accommodated. The applicant responded that it would be early on in the process because utilities are will have to be installed and that they will keep the church open for business during construction.

Bryce Ellsworth member of the Heritage Baptist Church said that they have met with the applicant and they appreciate applicant's desire to develop the land, but that he has great concern of the affect of this project on the church. As a non-profit, there is great concern over the cost of the project and the impact financially on the church and the school. He said that the church and school have been in existence for approximately 30 years and there is a good possibility that this project will bankrupt the Church. It is their hope that the Planning Commission can help them find a solution to the problem. He said that while Ron Bernal has been a big help, if you ask the church to come up with that sum of money, it can be devastating for them. He said that all that should be required is the Antioch's portion of the roadway in front of them, not the Brentwood portion.

Chair Hinojosa asked what exactly it is going to cost them, \$705,000, to which Mr. Ellsworth said that this is an estimate for deferred improvements or Heidorn Ranch Road from the 1995 agreement.

John Williams, in charge of community outreach for the church, said that he is a concerned church member who would like to see the project go forward but is concerned of the affect it will have and the impact of the road. He said that financing is tough, that he is hoping and praying for a miracle but that they are definitely in over their head.

Commissioner Pinto said that if this project were not to move forward at this time, pursuant to the 1995 agreement the money would be needed in the future and perhaps the church can work with Doug and maybe raise the HOA fee to support the cause.

CLOSED PUBLIC HEARING

Commissioner Baatrup said that he has no other comments as he has already provided feedback.

Commissioner Motts reiterated the importance of the trail connection.

Chair Hinojosa said that she very much encourages access to the trail, that she would like to see different variations between the homes proposed along with variations with sod treatments, that she would like to see the homes facing Prewett Ranch Road to have some entry feature associated with the property and prominent doorways and that it would be nice to see a playground in the park.

Commissioner Westerman clarified with staff that design review with specific elevations would be coming back if the applicant moves forward.

Commissioner Baatrup said that perhaps staff could provide feedback to Discovery Builders that this is the fourth or fifth time they have gotten last minute letters and that if they really want us to take them seriously, they get them in time before the staff report.

Commissioner Pinto asked if there was any kind of legal stipulation that if a party submits written requests for the Commission to consider that they have to submit within a certain amount of time prior to the meeting occurring or when a packet is ready and if they don't meet the deadline, it will be seen but not part of the decision.

CA Nerland said that she can look at it. That the packet is public the Thursday night before the meeting, and that they have a representation of this developer in the audience.

REOPEN PUBLIC HEARING

Dick Sestero said that he was not able to get hold of the site plan until yesterday, that he had no way to have comments for the staff report and that it wasn't until today that they could put their thoughts together.

Commissioner Baatrup responded that they have seen these at the eleventh hour, that they do run the risk that the Planning Commission may not give it appropriate time for consideration and if they want the Commission to take comments they need to submit them.

RECLOSE PUBLIC HEARING

NEW ITEM

4. Meeting Procedures, Brown Act and Due Process

Short recess taken at suggestion of CA Nerland.

Roll call taken with all Commissions present except Commissioner Miller who rejoined the Commission at 9:35 p.m.

CA Nerland discussed with the Planning Commission, meeting procedures, the Brown Act and due process.

Commissioner Motts clarified with CA Nerland the issues of recusal.

Commissioner Baatrup discussed with CA Nerland conversations taking place after hearings.

Chair Hinojosa discussed with CA Nerland the reopening of public hearings.

Commissioner Baatrup discussed with CA Nerland a person testifying more than once.

ORAL COMMUNICATIONS

SP Gentry said that there will be two meetings in March, March 5 and 19.

CA Nerland said that the City Council denied the Pointe project on a 3/2 vote.

Chair Hinojosa indicated that she would be traveling in March and Commissioner Westerman indicated that he would be traveling on March 19th.

WRITTEN COMMUNICATIONS

None.

COMMITTEE REPORTS

Commissioner Motts said that the Transplan meeting was continued.

ADJOURNMENT

Chair Hinojosa adjourned the Planning Commission at 10:25 p.m.

Respectfully Submitted,
Cheryl Hammers

ATTACHMENT “C”

September 22, 2014

Ms. Mindy Gentry
City of Antioch
200 H Street
Antioch, California 94509

RE: Request for Approval of Tentative Map, Final Development Plan and Design Review,
117 single family detached lots, Heidorn Ranch Road

Dear Mindy,

Accompanying this letter I am submitting the remaining items requested in your August 6, 2014 letter, a complete Design Review submittal and responses to various other communications. Thank you for your assistance in this project.

Heidorn Village is a community of single family homes that reflect today's market place. It is tailored to today's buyer looking for an easier lifestyle in an affordable format that enables them to enjoy the luxury of a single-family detached home. It is conveniently located near transit and shopping and provides a smooth transition from the adjacent retail and commercial uses to the more traditional existing single-family homes.

As part of the appealing lifestyle is a sense of community and an active Homeowner's Association. The responsibilities of the HOA include all landscaping maintenance, street maintenance, water quality, street lighting, dispute resolution and enforcement of the HOA guidelines.

I am requesting approval of Tentative Map 9385, Final Development Plan and Design Review for 117 single-family detached lots, appurtenant open spaces and associated improvements as depicted on the plan submittals. In summary:

*The proposed project is consistent with both The General Plan and Zoning. Further, the plans submitted constitute a request to rezone the subject property to allow consistency with the specifics of said plans. The PD zoning requested allows for a 4000sf minimum lot size, private street sections of varying widths, no sidewalks in varying locations, reduced front, rear, and side setbacks, increased lot coverages, creation of an HOA to govern and enforce the rules set forth in the CC&R's.

*There are 117 single-family detached lots.

*All private streets and open spaces are to be maintained by an HOA.

- *The proposal includes a gathering space complete with seating, shade, water features, barbeques and mail box clusters. The gathering space is centrally located within the project, visible from both entry points and accessible from every home via pedestrian friendly sidewalks.
- *The proposed project also includes fully landscaped and HOA maintained front yards.
- *The edge of the project along Heidorn Ranch Road shown as Parcel B is to be landscaped, maintained by the HOA and serve as a water quality basin. A 6' high sound wall is also proposed at this location.
- *Prewett Ranch Road, from Heidorn Ranch Road to Alvar Loop, will also be landscaped, HOA maintained and include a continuation of the sound wall.
- *Further west on Prewett, lots 77 to 85, we are proposing to revise the typical street section and create a parkway by separating the sidewalk from back of curb. This will allow a unique planting scheme and setting for those 9 homes.
- *Dauphine Street up to Alvar Loop is proposed to be a public street built to public street standards and provides egress for the neighboring Heritage Baptist Academy.
- *Alvar Loop, Mazant Loop and Gallier Loop are private streets to be maintained by the HOA.
- *Entry paving, as shown on the landscape plan, is proposed at the intersection of private and public streets.
- *Sidewalks are designed to provide a pedestrian loop from every home throughout the project. Further, some homes do not have sidewalks in an effort to create a variety in the street scene.
- *There are five locations where "flag lots", served by private driveways, are proposed, a total of 12 lots. Again, these lots are unique in nature, highly prized by buyers and come complete with their own designated guest parking spot.
- *The project addresses the city parking requirement by providing at least one (1) space per unit in close proximity. In fact, the proposed project provides 74 additional on street parking spaces in excess of the City's requirements.

*The lot criteria, as shown on the plans, reflects the PD design criteria:

Minimum Lot Size 4000 sf
Minimum Lot Size for single story 4400 sf
Maximum Lot Size 8806 sf
Average Lot Size 4579 sf
Minimum Lot Width 50'
Minimum Lot Depth 80'
Minimum Lot Width for single story 55' (as measured at the 20' setback line)

*Parcel A is designed as a water quality basin and is to be landscaped as such. Further, it serves as an open space buffer along the Church and EBMUD easement. The proposed fencing along the Church is a combination of wall and open rail—along the EBMUD easement it is to be all open rail. The choice of these fence types allow for a combination of privacy, sound attenuation and security.

*In some locations, parking is limited to one side of the private street. It should be noted this occurs only when there are houses on one side of the street. Again, this provides a varied street scene and allows a narrower street, the intent of which is to calm traffic and allow for pedestrians, bicycles and autos to co-exist in a neighborhood environment. Other traffic calming features of the project include curvilinear streets, loops instead of cul de sacs and enhanced paving.

*I have included as part of my proposal a trash can plan, addressing the necessity of designating an appropriate space and location for three (3) cans each in close proximity to every house. This plan is consistent with and was designed in accordance with Republic Services guidelines. These locations will be included in the sales contracts, HOA documents and painted on the curb face.

*The proposed project is a hybrid, speaking to the demands of the marketplace. It incorporates the best design features of large lot single-family projects but also features the efficiencies of easy living attached homes. The proposal provides detached homes, no common walls, 2 car garages, 20' minimum driveways, plentiful guest parking and customizable private and rear and side yards. It also includes no maintenance front yards, an HOA maintained private gathering space, and clustered mailboxes in an intimate neighborhood setting.

*The water quality basins are limited to Parcels A & B and are not co-mingled with the gathering space or other open spaces adjacent to residences.

*The proposed public improvements along Heidorn Ranch Road and Prewett Ranch Road are consistent with the City's frontage requirements and satisfy the interim conditions as directed by staff. The improvements shown along the Church frontage are (hopefully) to be accomplished with those improvements to the south as part of this proposal but paid for by the Church under separate agreement.

*As requested by the City, I have included a gated trail connection at the northeast corner of the project. This will be a lockable gate under the sole and complete control of the HOA.

*Per the landscape plan I offer an elaborate entry statement punctuated by palm trees, Corten Arches, curvilinear walks. The entry leads your eye to the shade covered gathering space accented with more palm trees and an animated water feature.

*The hybrid nature of the land plan design allows for unique opportunities in the use of setbacks, lot size, garage size, and single story elements. The minimum setback and plotting criteria are outlined below. The development plan details every lot setback and driveway length. As you can see many of the setbacks far exceed the minimum yielding a varied street scene.

Setback	Distance
Front Living	10' Minimum
Front Garage	20' Minimum
Rear	15' Minimum
Side	5' Minimum

* The proposed mix of homes has been determined by extensive market research and addresses the wants and needs of today's buyers.

*The plotting of homes reflects the hybrid nature of the project. To create interest not only are the streets curvilinear but the homes are plotted with varying driveway depths. Nearly half of the driveways exceed the 20' minimum depth.

*Those units that front Prewett Ranch Road and Dauphine Street are proposed to have separated sidewalk, creating a parkway to be maintained by the HOA. This arrangement serves to create even more variety in plotting.

*The landscape plan puts the finishing touches on the community. It provides the following:

- unique entry statement and monumentation
- fully amenitized “gathering space” centrally located
- two large (60 each) mailbox clusters centrally located to serve as a destination and community feature
- decorative paving to help in traffic calming (and indicate limits of private streets)
- trail connection for use by HOA members only
- water quality basins located at the perimeter of the project to avoid conflict with residents
- fully landscaped and maintained parkways along Heidorn and Prewett roads
- private lighting includes decorative street lights, and complimentary fixtures in the “gathering space”
- array of street trees and accent trees to compliment the street configuration and house plotting
- turf is proposed where feasible and practical throughout the project
- walls and fences are critical for security, noise attenuation, visibility and privacy. The precast, decorative walls along Heidorn and Prewett provide sound attenuation, privacy and security

*The architectural design provides for the following design features:

- 4 unique floor plans
- 3 contemporary styled elevations per plan
- enhanced side and rear elevations
- almost unlimited combinations of roof material, body and trim colors, and stone or brick accents
- full height brick or stone for dramatic affect
- mullioned windows on all 4 sides
- wood accents at gables and recessed windows
- shutters and pot shelf accent features
- roof configurations that vary by plan and elevation
- single story plan tailored to move-down buyers
- coach lights for aesthetics and ambient lighting (to be maintained by the HOA) compliment the proposed street lighting
- garage doors recessed behind living spaces
- plans 1 & 3 designed for corner lots to present entry door and single story elements to passers by
- varied massing, front and rear, to provide architectural relief
- recessed, covered and lighted entry porches

*An architectural summary of the proposed house sizes, mix, and lot coverage is presented below:

<u>Plan</u>	<u>Size</u>	<u>%</u>	<u>No. of Units</u>	<u>Lot Coverage(1)</u>
1	1650	10	12	47.4%
2	2100	25	30	37.8%
3	2325	30	35	38.9%
4	2607	35	40	42.1%
Weighted Average	2430 sf	100%	117 Total	40.6(2)

(1)Assumes minimum lot size

(2)Reflects actual lot coverage based on proposed plotting

The lone item not addressed in your letter dated August 6, 2014 is an arborist report providing for removal of the few remaining walnut trees. As we discussed, those trees are to remain. I will work with Engineering during the final design stage to preserve the trees in the public ROW.

The utility plan is not available as of this writing. Engineering has (tentatively) acknowledged the utility plan can be prepared as part of the improvement plan process and shall remain a condition of approval.

In closing, I trust the foregoing effort exceeds the expectation of Staff and accurately reflects the understanding between the two of us. I have enjoyed working on this together, appreciate your input and look forward to a successful project.

Sincerely

Douglas Krah

**STAFF REPORT TO THE PLANNING COMMISSION
FOR CONSIDERATION AT THE MEETING OF NOVEMBER 4, 2015**

Prepared by: Alexis Morris, Senior Planner

Date: October 29, 2015

Subject: Election of Vice-Chair

RECOMMENDATION

It is recommended that the Planning Commission nominate and elect a Vice-Chair.