



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 5:30 P.M.
Study Session/Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

APRIL 8, 2014

Antioch City Council

STUDY SESSION/REGULAR MEETING

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

Wade Harper, Mayor
Mary Helen Rocha, Mayor Pro Tem
Gary Agopian, Council Member
Monica E. Wilson, Council Member
Tony Tiscareno, Council Member
Arne Simonsen, City Clerk
Donna Conley, City Treasurer
Steven Duran, City Manager
Lynn Tracy Nerland, City Attorney

Electronic Agenda Packet viewing at: <http://www.ci.antioch.ca.us/CityGov/agendas/FindAgenda.asp>

With Project Plans at: <http://ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/docs/Project-Pipeline.pdf>

Hard Copy viewing at: Antioch Public Library, 501 W 18th St, Antioch, CA

Online Viewing: <http://www.ci.antioch.ca.us/CityGov/citycouncilmeetings.asp>

Council meetings are televised live on Comcast Channel 24

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

5:33 P.M. ROLL CALL for Closed Sessions – **All Present**

PUBLIC COMMENTS for Closed Sessions – **None**

CLOSED SESSIONS:

- 1) **CONFERENCE WITH LEGAL COUNSEL** – Pending Litigation pursuant to California Government Code §54956.9 (d)(1): City of Antioch vs. Black & Veatch Corporation, F.D. Deskins Company, Inc., TW Associates dba MISCOWater, Contra Costa Superior Court Case No. C13-00227; The Cincinnati Specialty Underwriters Insurance Company v. F.D. Deskins Company Inc. and City of Antioch, Hamilton Circuit Court, Indiana, Case No. 29C01 1306 CT511 **No action taken**
- 2) **CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION** –
 - a. Pending litigation pursuant to California Government Code §54956.9 (d)(1): Demand for arbitration filed on April 10, 2013 by George B. Speir, Miller Starr Regalia, representing Discovery Builders, Albert D. Seeno Construction Co., West Coast Home Builders, Inc., Black Diamond Land Investors LLC regarding water storage fees for the Mira Vista Hills project and 1994 Mutual Settlement Agreement;
No action taken – on Consent Calendar
 - b. Initiation of litigation pursuant to California Government Code section 54956.9(d)(4): Failure of Discovery Builders to pay all Markley Creek Culvert Crossing costs
- 3) **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Initiation of Litigation pursuant to California Government Code §54956.9 (d)(4): one case
Direction given to City Attorney

7:03 P.M. ROLL CALL – REGULAR MEETING – for Council Members/City Council Members acting as Successor Agency/ Housing Successor to the Antioch Development Agency – **All Present**

PLEDGE OF ALLEGIANCE

PRESENTATION – *East Bay Broadband Consortium, presented by Linda Best*

PRESENTATION

STUDY SESSION

STAFF REPORT

STAFF REPORT

- 1. PRESENTATION AND DISCUSSION OF BUDGET DEVELOPMENT FOR THE GENERAL FUND, RECREATION FUND, PREWETT WATER PARK FUND AND ANIMAL SERVICES FUND FOR THE 2014-15 FISCAL YEAR

Direction given to staff

Recommended Action: Motion to provide direction and feedback (*discuss and direct staff*)

- 2. **PROCLAMATION – In Honor of Tom Coward**

Recommended Action: Motion to approve the proclamation

Approved, 5/0

STAFF REPORT

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *ECONOMIC DEVELOPMENT COMMISSION (Deadline date to apply: 04/10/14)*
- *PLANNING COMMISSION (Deadline date to apply: 04/24/14)*

PUBLIC COMMENTS—Only unagendized issues will be discussed during this time

CITY COUNCIL COMMITTEE REPORTS

MAYOR’S COMMENTS

- 3. **CONSENT CALENDAR**

- A. APPROVAL OF COUNCIL MINUTES FOR MARCH 25, 2014

Recommended Action: Motion to continue to April 22, 2014

Continued to 04/22/14, 5/0

MINUTES

- B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 5/0

STAFF REPORT

- C. ADOPTION OF A REVISED ORDINANCE TITLE 6, CHAPTER 1, OF THE ANTIOCH MUNICIPAL CODE REGARDING ANIMALS (*Introduced on 03/25/14*)

Ord No. 2083-C-S adopted,

Direction given to staff to work with groups on a 6-month program to control feral cats, 4/1-T

Recommended Action: Motion to adopt an ordinance amending in its entirety Title 6, Chapter 1, Animals, of the Antioch Municipal Code

STAFF REPORT

- D. PD-13-03 – WILLIAMSON RANCH PLAZA PLANNED DEVELOPMENT AMENDMENT (*Introduced on 03/25/14*)

Ord No. 2084-C-S adopted, 5/0

Recommended Action: Motion to adopt the ordinance modifying the Williamson Ranch Plaza Planned Development applicable to 4851, 4849, 4847, and 4839 Lone Tree Way (APN 055-011-048, -055, -056, -057)

STAFF REPORT

CONSENT CALENDAR – Continued

- E.** AUTOZONE (GP-13-01, SP-13-01, Z-13-01, PD-13-02, V-13-01, UP-13-04, AR-13-04). (*Introduced on 3/25/14*)

Ord No. 2085-C-S adopted, 5/0

Recommended Action: Motion to adopt the ordinance rezoning approximately .56 acre, comprising the AutoZone project site at Lone Tree Way and Fairside Way (APN: 056-120-086), from Specific Plan (SP) to Planned Development (PD)

STAFF REPORT

- F.** RECREATION DEPARTMENT CONCESSIONS FOOD & SUPPLIES BID AWARD (BID NO. 962-0311-14F)

Approved, 5/0

Recommended Action: Motion to authorize the City Manager to execute a contract and issue a purchase order for Recreation Department Concessions Food & Supplies (Bid No, 962-0311-14F) to the lowest bidder, US FOODS, for the remainder of this fiscal year and for the 2014/15 and 2015/16 fiscal years not to exceed \$55,000 per year with the option to extend the contract an additional two years

STAFF REPORT

- G.** RESOLUTION APPROVING CONSOLIDATED ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST, CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING PUBLIC HEARING (PW 500)

Reso No. 2014/28 adopted, 5/0

Recommended Action: Motion to adopt the resolution approving the Engineer's Report and setting June 10, 2014 as the date for the Public Hearing

STAFF REPORT

- H.** RESOLUTION ESTABLISHING THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2014-15

Reso No. 2014/29 adopted, 5/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

- I.** BLACK DIAMOND RANCH PROJECT: CONSTRUCTION OF MARKLEY CREEK CULVERT CROSSING PROJECT AND SOMERSVILLE ROAD WIDENING PROJECT

Approved

Recommended Action: 1) Motion to approve the Second Amendment to Settlement Agreement, Mutual Release and Covenant Not to Sue between the City of Antioch and Discovery Builders, Inc., Black Diamond Land Investors, LLC, Seecon Financial & Construction Co., SPPI-Somersville, Inc. and Somersville-Gentry, Inc. in order to resolve a number of disputes among the parties;

Approved

2) Motion to amend the 611 Water Fund budget in the amount of \$445,869.96 to pay the Seeno entities; and

Approved

3) Motion to authorize the City Manager to execute a quitclaim of the Drainage Release under the terms set forth in the Second Amendment and any related documents

STAFF REPORT

STAFF REPORT

CONSENT CALENDAR – Continued

- J. APPROVAL OF AN AGREEMENT BETWEEN CONTRA COSTA COUNTY AND THE CITY OF ANTIOCH RELATING TO THE WIDENING AND MAINTENANCE OF SOMERSVILLE ROAD (PW 512-1)

Reso No. 2014/30 adopted

Items I and J were approved and adopted with one motion, 5/0

Recommended Action: Motion to adopt the resolution approving and authorizing the City Manager to sign the Agreement between Contra Costa County and the City of Antioch relating to the widening and maintenance of Somersville Road, in substantially the same form as attached to this resolution

STAFF REPORT

STAFF REPORT

END OF CONSENT CALENDAR

PUBLIC HEARING

- 4. PRELIMINARY DEVELOPMENT PLAN FOR THE HEIDORN VILLAGE SUBDIVISION (PDP-13-01)

Feedback given to applicant

Recommended Action: Motion to provide feedback to the applicant and staff regarding the proposal and provide direction to the applicant for the Final Development Plan submittal

STAFF REPORT

- 5. FIFTEEN PERCENT (15%) VOLUNTARY DROUGHT MANAGEMENT PLAN

Reso No. 2014/31 adopted, 5/0

Recommended Action: Motion to adopt the resolution establishing a fifteen percent (15%) Voluntary Drought Management Program necessary to sufficiently conserve available water supply

STAFF REPORT

COUNCIL REGULAR AGENDA

- 6. RESOLUTION SUPPORTING CONTINUING REGIONAL COLLABORATION EFFORTS ON THE NORTHERN WATERFRONT ECONOMIC DEVELOPMENT INITIATIVE

Reso No. 2014/32 adopted, 5/0

Recommended Action: Motion to adopt the resolution

STAFF REPORT

- 7. UPDATE ON THE STATUS OF THE NORTHEAST ANTIOCH ANNEXATION, INCLUDING ANNEXATION AREA 2A, AND ADOPTION OF THE CITY'S "GOALS" FOR ANNEXATION AREA 2A

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

- 1) Motion to receive and comment on an update on the status of the Northeast Antioch Annexation, with a focus on Annexation Area 2A, and
- 2) Motion to adopt the resolution approving "Goals" for Annexation Area 2A

No action – Direction given to staff to provide additional information and options at a future meeting

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT – 11:39 *p.m.*

Transforming the East Bay with a 21st Century Broadband Infrastructure



[#ebbroadband](https://twitter.com/ebbroadband)

About the Consortium

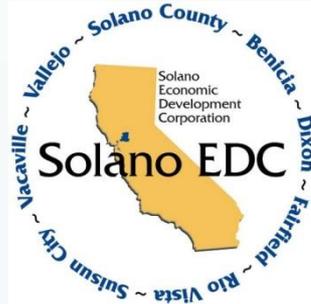
Regional Initiative of Alameda, Contra Costa and Solano County leaders

Focused on improving broadband deployment, access and adoption in the East Bay

- East Bay Broadband Infrastructure Initiative
- East Bay Connects Campaign

41 Partners from Every Sector

Steering Committee



Funders



What We've Done Already

- Broadband Technical Committee
- Three roundtable sessions
- Two region-wide summits
- Strategic plan for East Bay broadband infrastructure
- Maps and analysis of East Bay's current broadband infrastructure

What do we mean by broadband?

High Speed Internet you can access—
anytime & anywhere

Broadband Defined

Broadband is high-speed internet access that allows users to send emails, surf the web, download images and music, watch videos, join web conferences, and more.

Access is gained through:

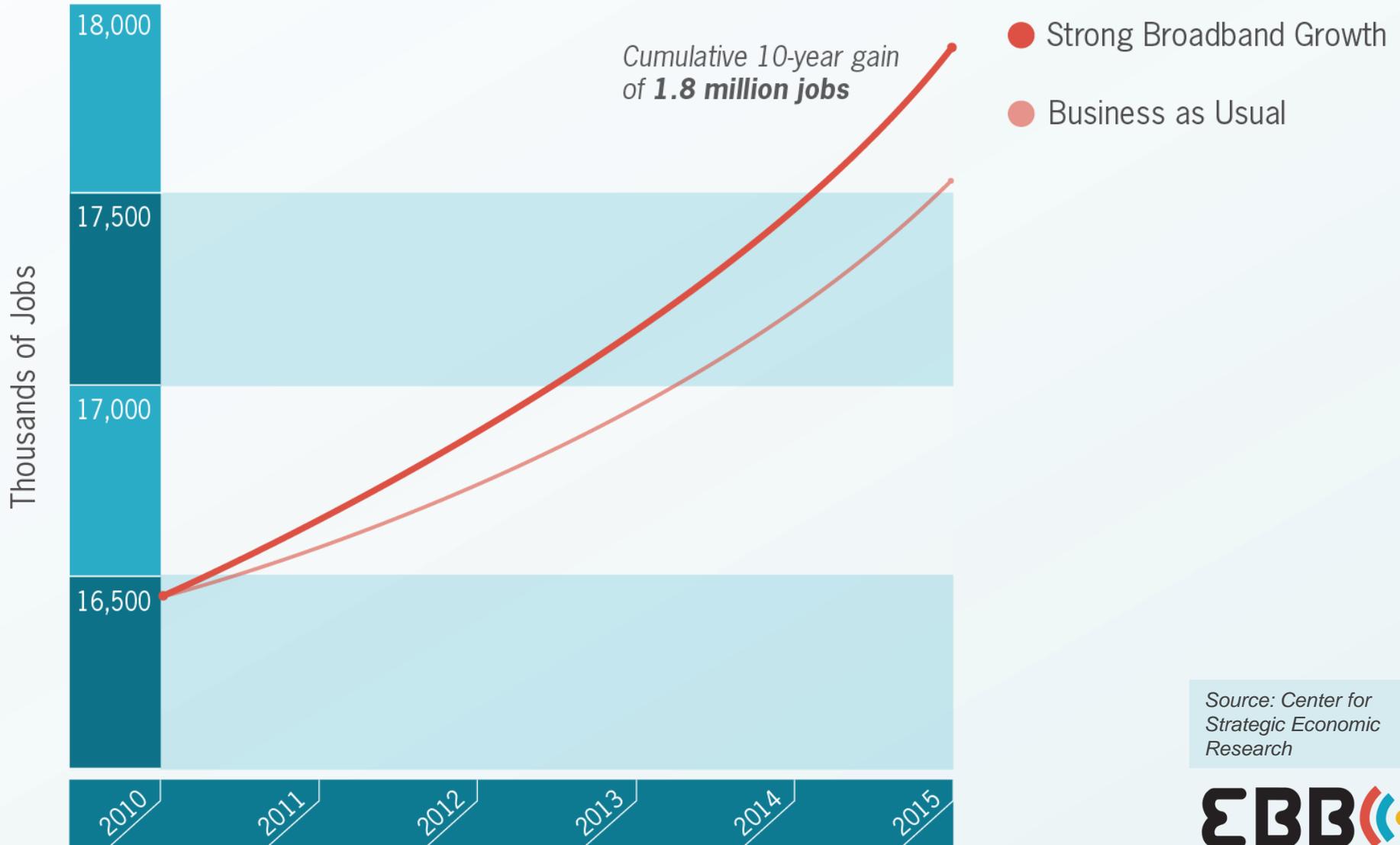
- Digital Subscriber Line (DSL)
- Cable Modem
- Fiber
- Wireless
- Satellite

Why Does Strong Broadband Matter?

- Increase economic competitiveness
- Improves public health, education and safety
- Attracts new businesses and creates new jobs
- Provides best services possible to residents
- Builds sustainable communities

Example: Broadband & Jobs

California Employment Forecasts



Source: Center for Strategic Economic Research

The East Bay



How Are We Doing on Residential Broadband?

Residential Broadband Grading Criteria

-  **A** Two competing providers, both advertising **maximum download speeds at least 25 Mbps** and maximum **upload speeds of 6 Mbps**, or 3 or more competing providers offering that standard of service in combination.
-  **B** Competing providers, both advertising **maximum download speeds of at least 10 Mbps** and maximum **upload speeds of 6 Mbps**.
-  **C** Competing providers, one advertising max down/up speeds of at least **10/6 Mbps** and the remainder meeting CPUC's minimum 6 down/1.5 up standard.
-  **D** At least one provider advertising speeds that **meet the CPUC's minimum standards** of 6 Mbps down and 1.5 Mbps up.
-  **F** At least one provider offers service, but **no service is available that meets the CPUC's minimum standard** of 6 Mbps down and 1.5 Mbps up (underserved). Or no service at all (unserved).

How Does a Community Get an “A”?

Features of a community with an “A” grade:

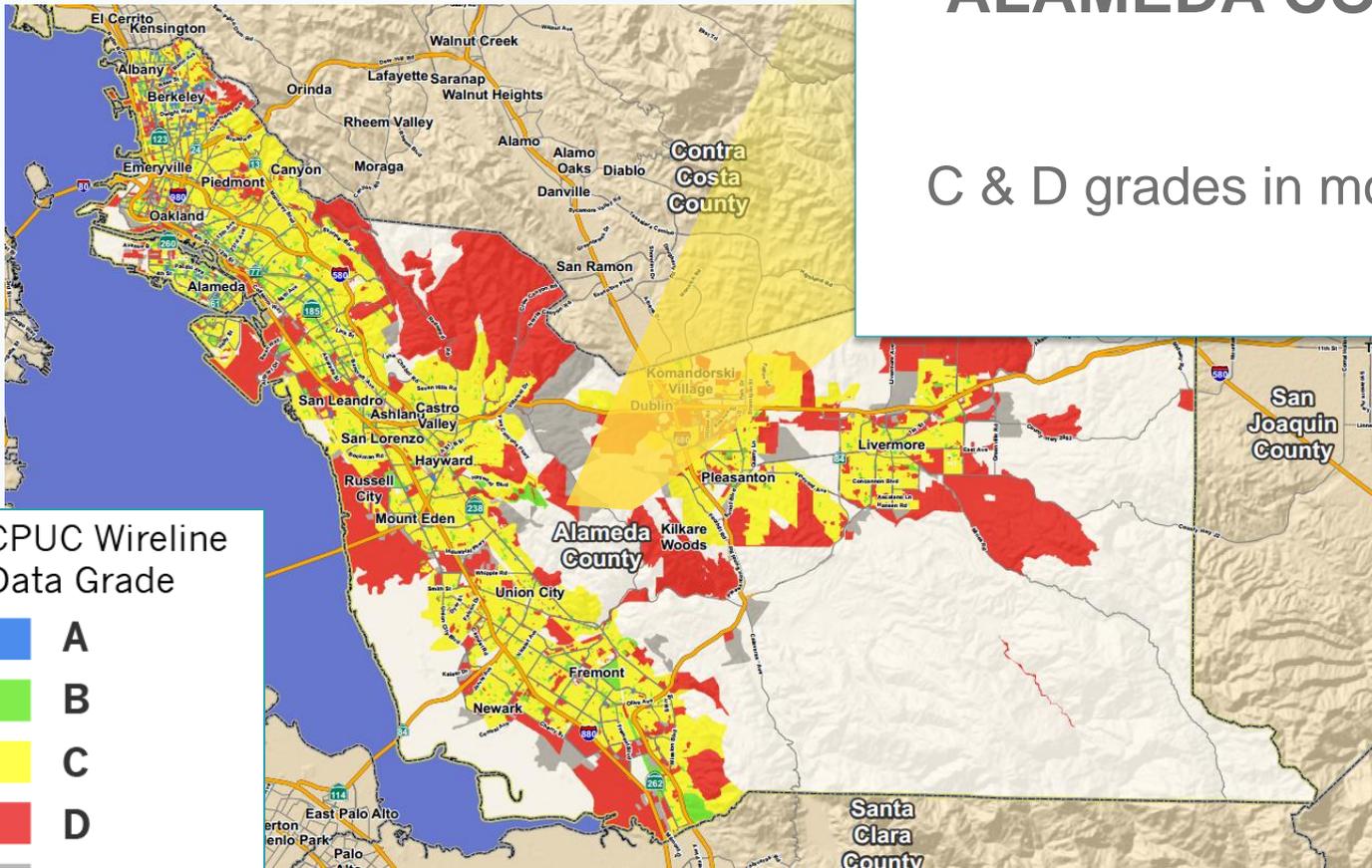
- Two or more providers
- Strong internet speed
- Large capacity

Top 5 Cities:

- Alameda
- Berkeley
- Concord
- Pleasant Hill
- Walnut Creek



Alameda County: Grades for Residential Broadband



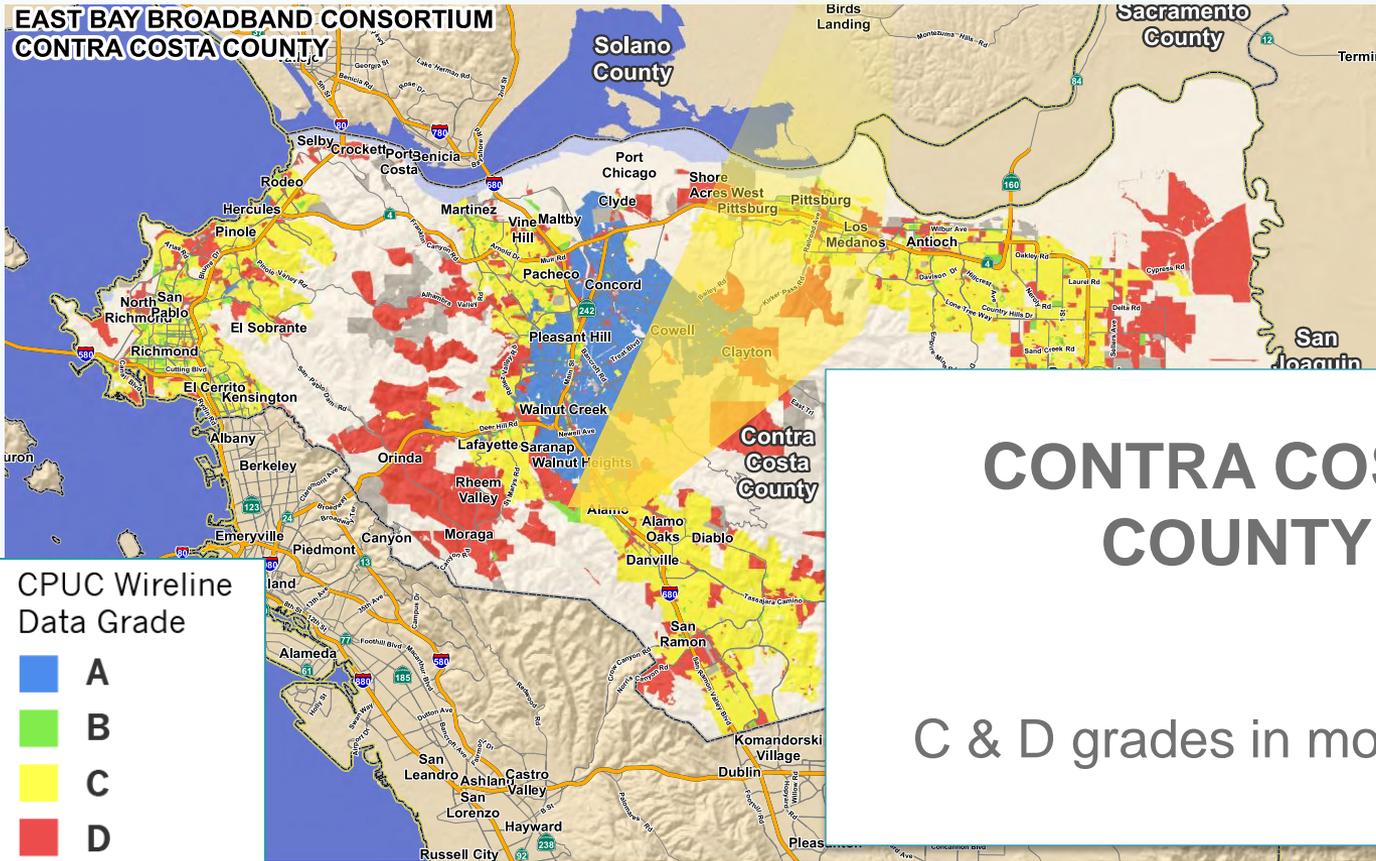
ALAMEDA COUNTY

C & D grades in most cities

CPUC Wireline Data Grade

- A
- B
- C
- D
- F

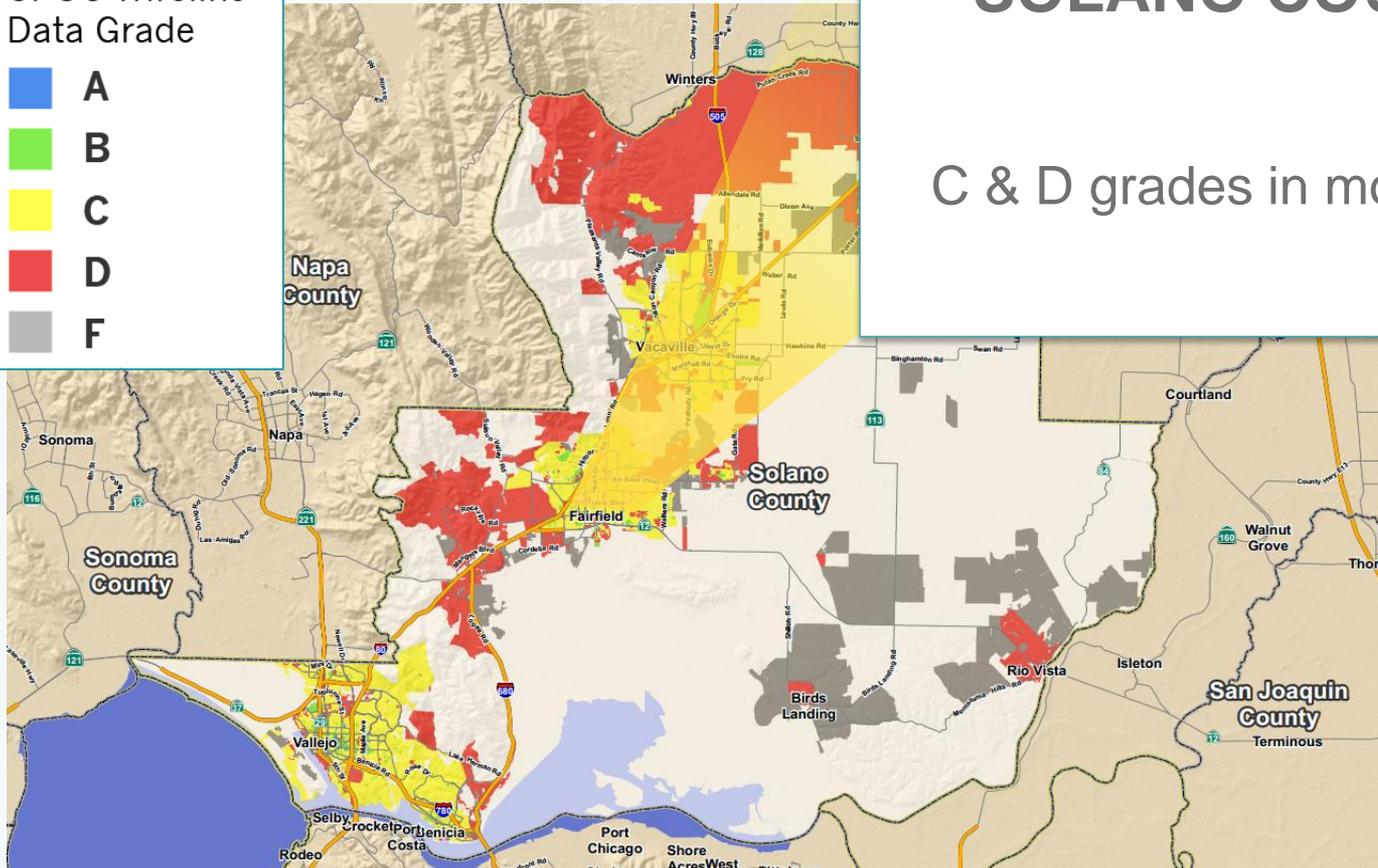
Contra Costa County: Grades for Residential Broadband



Solano County: Grades for Residential Broadband

CPUC Wireline
Data Grade

- A
- B
- C
- D
- F



SOLANO COUNTY

C & D grades in most cities

Overall, the East Bay Has a Passing Grade

Residential

Alameda County	C
Contra Costa County	C+
Solano County	C-
East Bay Region	C

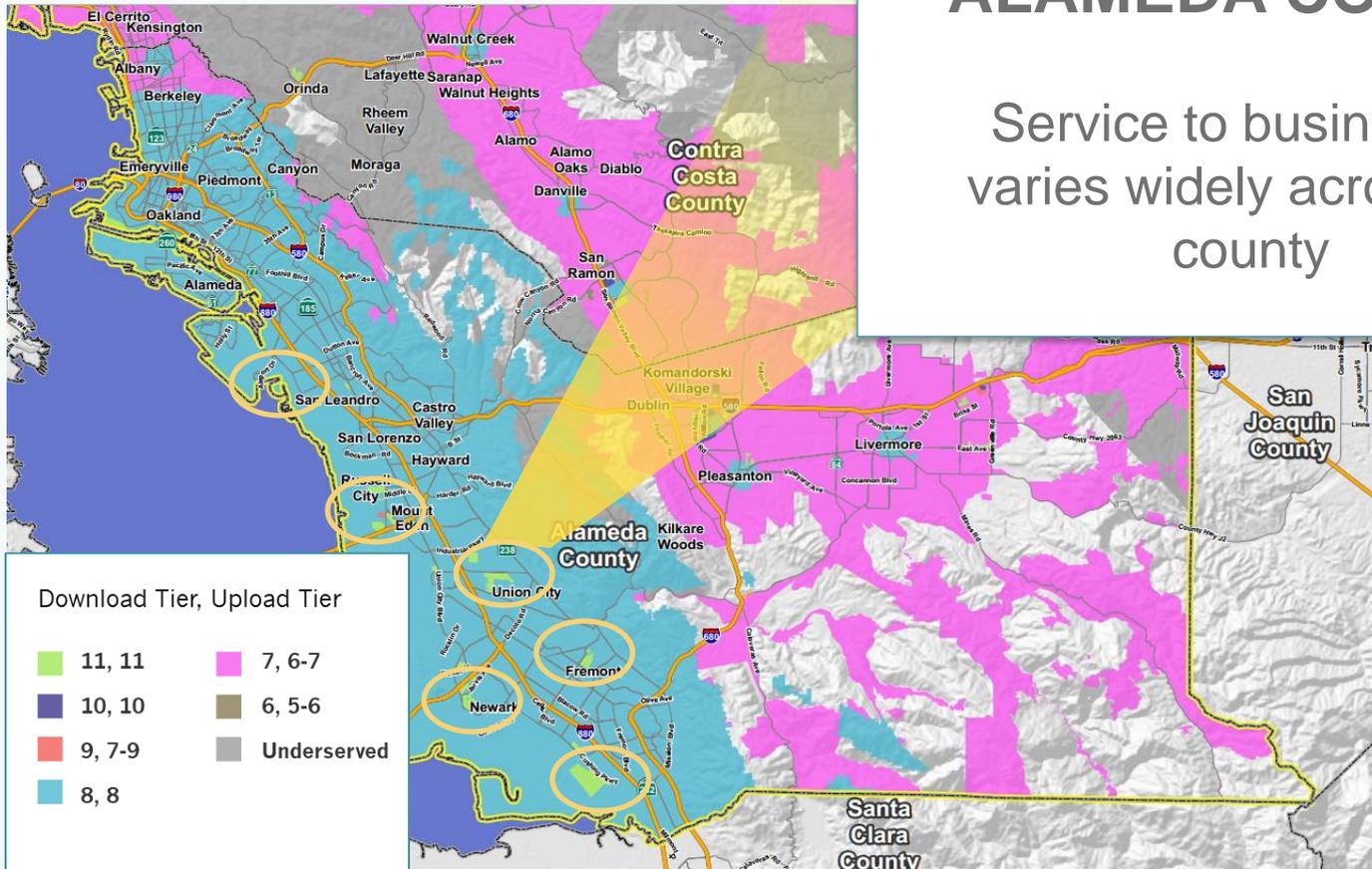
Q

Is a passing grade good enough?

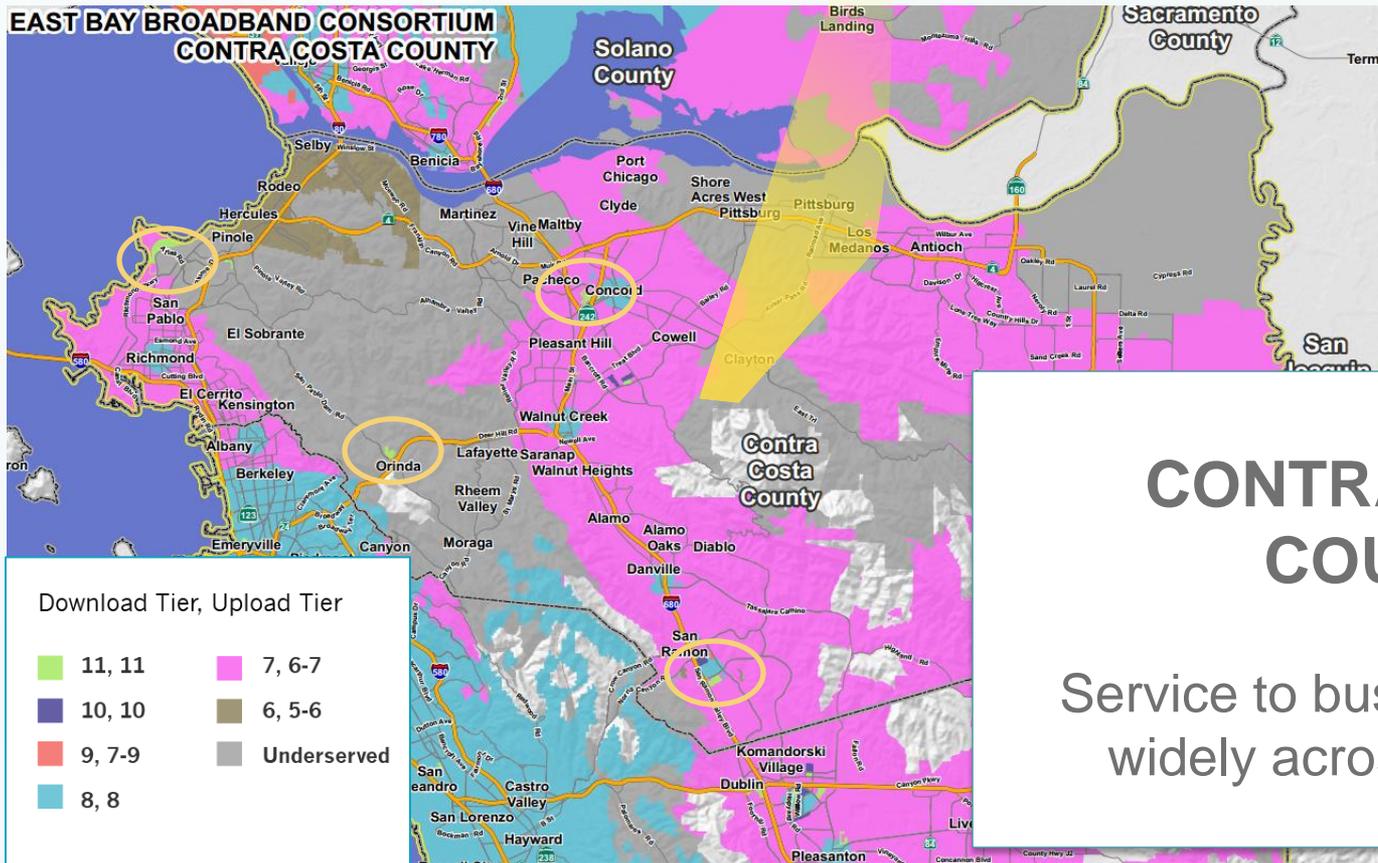
Alameda County: Map of Business Broadband Service

ALAMEDA COUNTY

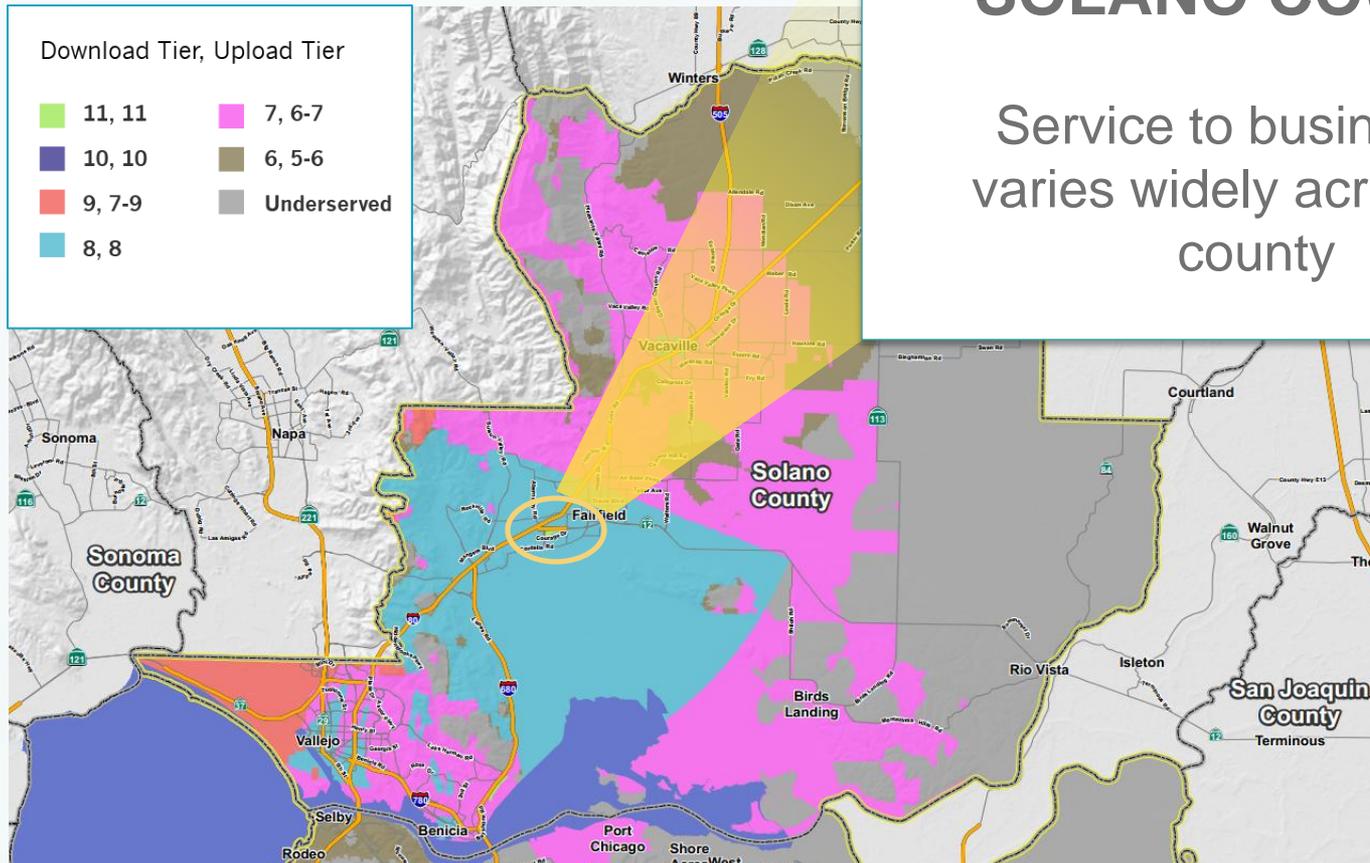
Service to businesses varies widely across the county



Contra Costa County: Map of Business Broadband Service



Solano County: Map of Business Broadband Service



SOLANO COUNTY

Service to businesses varies widely across the county

East Bay's Current Broadband Status

Broadband is Barely Adequate

Region meets statewide averages for residential broadband availability and core network infrastructure. However:

- Gaps exist in urban coverage and adoption rates
- There is room for improvement in mobile coverage, even in urban regions
- Parts of the East Bay are lagging behind on broadband
- Future demand requires that we improve our current infrastructure

East Bay's Current Broadband Status

The Digital Divide

Percentage of people on the wrong side of the digital divide:

- CA – Over 25%
- East Bay – Over 20%
 - Alameda – 23.5%
 - Contra Costa – 17.4%
 - Solano – 24.5%

Source: Public
Policy Institute
Study

Digital Inclusion Solution

East Bay Connects joined OTX West to offer:

- An affordable broadband subscription (under \$10/month)
- Free home computer, monitor, peripherals, and software
- Free digital literacy training
- A year of free tech support



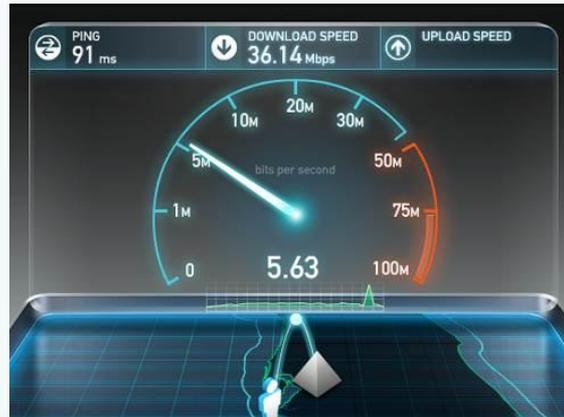
Strong Broadband Models

Concord



Competition

Broadband Providers



Investment

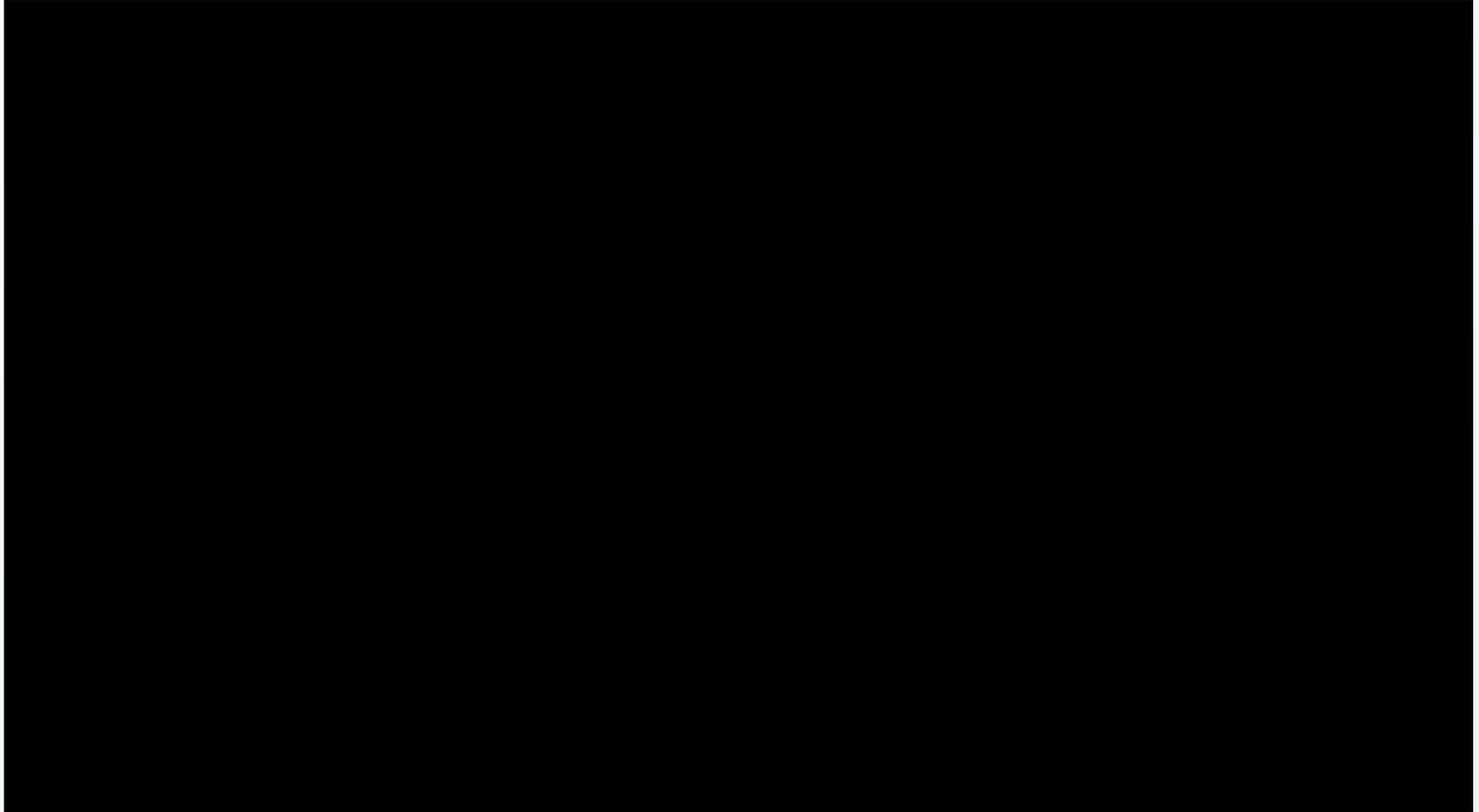
Lit San Leandro



Partnership

The Impact of Strong Broadband

Bishop Ranch



What Local Government Can Do

- General Plan Element
- Policies
- Ordinances and permitting
- Provide information about East Bay Connects! & East Bay Broadband Consortium
- Donate used computers for East Bay Connects!



Adopt the Pledge



“LET’S GET FAST” PLEDGE

Because we recognize and understand the critical importance of a strong broadband – or high-speed wireless – infrastructure to our community and to businesses in the East Bay and because we recognize that our policies and practices have a direct impact on the East Bay’s broadband infrastructure and the ability of companies in the region to create jobs, the City/County of _____ officially endorses the East Bay Broadband Consortium’s *Let’s Get Fast* Pledge.

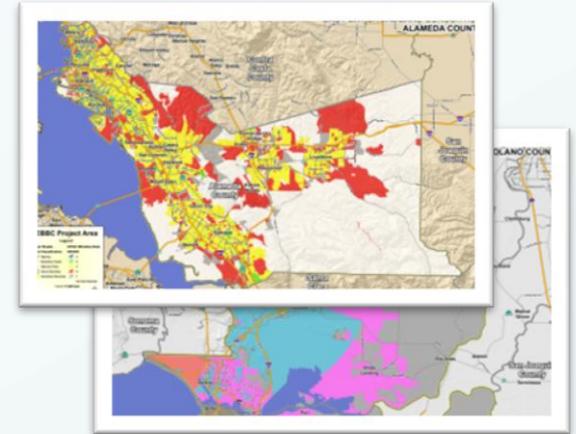
We Pledge:

- *To acknowledge and support the importance of broadband infrastructure to economic development, efficient delivery of services, education, healthcare, public safety and civic participation;*
- *To develop broadband-friendly strategies and policies to the extent needed and feasible in our community;*
- *To support the work of the East Bay Broadband Consortium whenever possible; and,*
- *To share stories of our own broadband efforts with the East Bay Broadband Consortium so they can spotlight regional successes and share them with other communities across the East Bay.*



EBBC Can Help

- Maps of East Bay broadband capacity
- Maps with grades of East Bay's broadband infrastructure
- Draft broadband pledges, resolutions, policies and strategies
- Information on other successful broadband campaigns, models and resources
- Downloadable presentations and fact sheets
- Information about the East Bay Connects! Campaign



How Can We Stay Connected?

www.ebbroadband.org

Visit us on **Facebook**

Follow us on **Twitter**

Sign up to our **newsletter**

Join the **East Bay Broadband Consortium**

Questions?



@eastbayconnects

Let's Invest in Our Future Today



www.ebbroadband.org

STAFF REPORT TO THE ANTIOCH CITY COUNCIL FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014

Prepared by: Dawn Merchant, Finance Director

Reviewed by: Steve Duran, City Manager

Date: April 1, 2014

Subject: Budget Development Fiscal Years 2014-16

RECOMMENDATION

Provide direction and feedback to staff regarding the budget information provided.

SUMMARY

This study session continues the budget study session from March 25, 2014 centering on budget development for the General Fund, Recreation Fund, Prewett Water Park Fund and Animal Control Fund.

BACKGROUND AND DISCUSSION

The City is projecting a significant structural deficit over the next several years and is on a course to deplete General Fund reserves. The use of all Measure C funds for Police Services and Code Enforcement as directed by the City Council does not address this issue and, in fiscal year 2016-17, the level of deficit spending is projected to be \$2.7M, reducing the General Fund reserve to \$4.45M. The budget projections presented in Attachment A show the reserves running dangerously low in fiscal year 2018-19 and fully depleted in 2019-20. The projections are based on a 4% per year increase in costs and a 5% per year increase in revenues after fiscal year 2016-17. The 2016-17 costs include increases in PERS for changes in actuarial assumptions that are being phased in over five years and are projected to increase PERS rates an additional 1.5% for Miscellaneous and 2.5% for Safety beyond the normal estimated rate increases. These cost estimates do not include additional potential health premium increases due to the new regions PERS is considering for the health plans. No financial impact information has been provided by PERS at this time, but if these new regions are approved we know that the rates will be higher starting January 1, 2015.

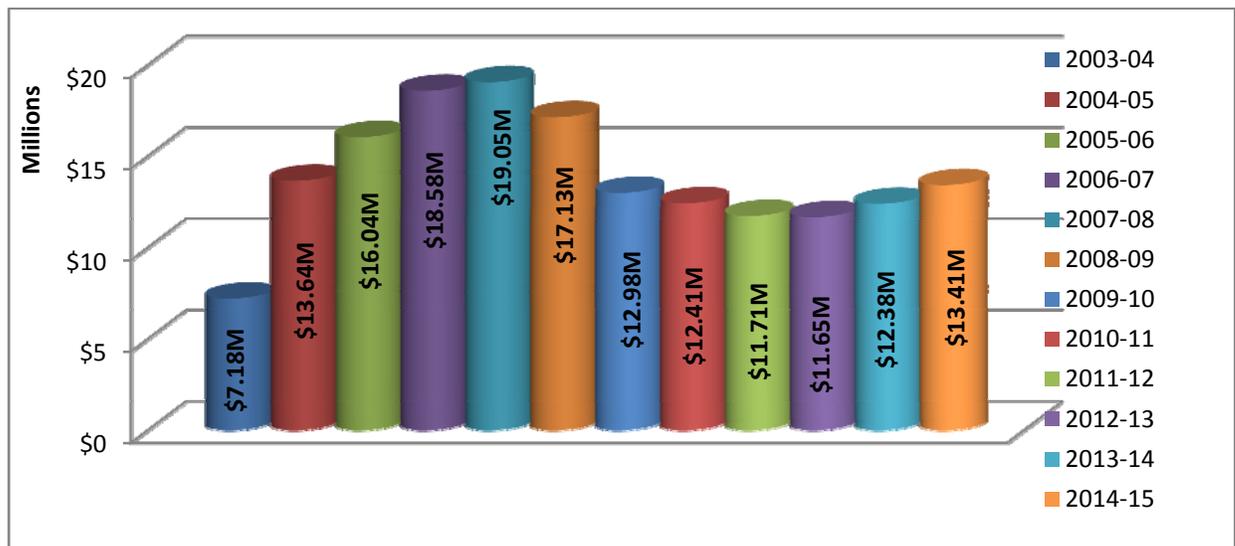
Staff does not recommend any deficit spending. However, given the direction on the use of Measure C funds, it is essential to at least slow the pace of deficit spending. Staff's recommended budget slows the pace of deficit spending by using any increases in non-Measure C sources of revenue to reduce the structural deficit. This is a very optimistic approach, hoping that the City can buy enough time for the current wave of development applications to bring forth development that will increase property tax, sales tax and Measure C revenues significantly enough to avoid significant lay-offs about three years down the road. Attachment A to this report shows the impacts of deficit spending on future budgets and projecting the depletion of the

General Fund reserve. It also compares projected balances to the recommended minimum unassigned fund balance equivalent to two months of operating expenditures to provide a level of financial stability and cash flow. The minimum balance is recommended by the Government Finance Officers Association, an organization that provides financial and accounting guidance to government entities.

At the study session on the 25th, several items were discussed by the City Council and requested to be brought back with more information. Specifically:

- 1) Property Tax revenue history prior to fiscal year 2006-2007 to reflect what the City was receiving before the “bubble”. The history demonstrates that the City needs more development to increase our property tax and assessed values still have not returned to pre-recession levels. Please see the chart below for fiscal years 2003-04 through 2014-15:

Property Tax History 2003-04 through 2014-15



The chart reflects a significant increase in property tax revenues from 2003-04 to 2004-05. On August 5, 2004 the governor signed SB 1096, Chapter 211, Statutes of 2004 which reduced the Vehicle License Fee (VLF) rate from 2% to .65%. When this reduction was instituted, the difference was replaced with a like amount in the form of additional property taxes to cities. Fiscal year 2004-05 was the first year of receiving this “Property Tax in Lieu of VLF” , which accounts for some of the large increase shown above. The amount received under this formula increases annually in proportion to the growth in assessed valuation in the jurisdiction. Fiscal year 2014-15 includes the first year of revenue from the Northeast Annexation, estimated at \$450,000 in this first year representing 50% of the annual estimate due to the timing of when the annexation was completed. Building permits issued prior to 2007 were as follows:

Building Permits Issued

Calendar Year	Single Family Units	Multi-Family Units
2004	124	140
2005	350	
2006	172	40
2007	154	
Total	800	180

- 2) Overtime costs incurred by City staff as a result of being on furloughs. Total General Fund non-police department overtime incurred in fiscal year 2012-13 was \$32,199. Departments have indicated that the time is attributable to both furlough and non-furlough reasons and it is difficult to segregate out the cost attributable to each.

- 3) Information on the repercussions of not paying for library maintenance costs. Staff is still researching this question and will provide information at the meeting on the 8th if available; otherwise it will be brought back at a future meeting.

- 4) Police sworn staffing was 82 thirty days prior to the November election.

- 5) Total personnel cost of all police sworn and non-sworn staffing hired in the last four months. Seven Police Officers and one CSO have been hired since November 1st. Current annual salary and benefit costs are \$1,024,585 for the seven Officers and \$98,975 for the CSO. However, there has also been salary savings which have occurred through attrition, with 6 total sworn positions having separated since November 1st.

- 6) How many Officers could the Police allocated Measure C revenue fund? We are projecting \$4,325,847 in Measure C revenue allocation to the Police Department in fiscal year 2014-15. The amount of Officers this could fund varies on the step the Officer would come in as (A, B, C, etc.), whether they are a “classic” or “PEPRA” PERS employee, what extra compensation the Officer may receive, and what level of benefit coverage they are entitled to. For purposes of this analysis to make it as least complicated as possible, we used the salary of a lateral Officer at Step E receiving the highest level of extra compensation and benefits possible (educational, senior Officer, family cafeteria benefits) and then lateral Step C and a new Officer at Step A for a comparison range (based on fiscal year 2014-15 budgeted salary costs). The cost does not include costs that may be incurred for shift differential, field training, standby pay, holiday pay, bilingual pay or additional overtime. These additional costs could increase the cost per Officer. Each new Officer also has hiring costs that are paid for recruitment/background, uniform and safety equipment. The breakdown of these costs is itemized on the next page.

Hiring Cost Item	Amount for Lateral Hire	Amount for Entry Level Hire
Polygraph/Background/Psychological/Medical	\$3,550	\$3,550
Uniform	1,700	1,700
Academy Uniform	0	380
Academy Tuition	0	4,385
Salary & Benefits for Academy Student	0	39,335
FTO additional salary (8 wks lateral/20 new)	1,255	3,055
Safety & Other Equipment	4,610	5,380
Total Cost Per Hire	\$11,115	\$57,785

This next table details the total cost per officer with hiring costs, and how many positions that equates to.

Officer level & Salary	Total Hiring Costs	Total Cost per Officer	Potential # of Officers
Step E, lateral = \$208,850	\$11,115	\$219,965	19
Step C, lateral = \$192,445	11,115	203,560	21
Step A, new = \$154,400	57,785	212,185	20

It is important to note that such a significant increase in the amount of officers may require additional senior sworn staff, vehicles, equipment, support staff, etc. which are not accounted for in the table above and will impact the number of Officers that can ultimately be hired as the funds may need to be directed to other staffing and equipment needs besides just the hiring of patrol officers.

- 7) A static General Fund base budget is being proposed for the Police budget because the General Fund is running a significant structural deficit. Since all Measure C funds are going to increase Police and Code Enforcement spending, any non-Measure C revenue increases are being used to reduce that deficit.
- 8) Costs for all staffing proposals outlined on March 25th.
 - In accordance with the existing labor agreements, Antioch Police Sworn Management Association (APSMA) and Antioch Police Officers Association (APOA) salary increases are projected at 3% effective September 1, 2014 at a budgeted cost of \$514,220. The cost may be higher or lower depending on the analysis of the four city formula done at that time. The minimum salary increase will be 2% and the maximum 4.25%. Council would have to direct the City's labor negotiators to request APSMA and APOA to open their contracts in order to discuss forgoing this increase. There is a Re-opener Clause in the APSMA agreement, so only a written request to meet and confer would be required. The APOA agreement does not contain a Re-opener Clause, and would therefore require the consent of the bargaining unit to initiate discussions.
 - Reclassification of Human Resources Director to Administrative Services Director to reflect work assignments. This results in additional costs of \$8,805 (of which

\$4,904 is annual salary and the remainder is benefit costs). Although this job classification and salary range would need to be established, the proposal is to establish the range at the same level as the Finance Director.

- Reclassification of Administrative Analyst in Economic Development to Economic Development Program Manager to reflect work assignments. This results in additional costs of \$16,716 (of which \$4,190 is annual salary and the remainder is benefit costs). However, this classification will be exempt from overtime, creating a savings to offset some of these costs. This job classification and salary range would need to be established so the actual cost could be more depending on the salary range. The cost represents the salary equivalent of a Senior Planner, Step D, in the Management Bargaining Unit.

The following matrix outlines all staffing adjustments proposed that fall under the umbrella of Community Development with the total net impact to the budget.

Community Development Staffing Proposals

Description	Cost/(Savings)
Associate Planner	\$113,780
Contract for Northeast Annexation (savings to offset Associate Planner)	(112,520)
Reclassification of Secretary to Community Development Technician	3,773
Chief Building Official (remove funding - existing employee continue to perform some duties)	(153,320)
20% of Deputy Director of Community Development to Code Enforcement - Measure C funding	(33,700)
Parks & Recreation Director*	214,625
Recreation Supervisor (remove funding)	(103,740)
Recreation Specialist (remove funding)	(93,970)
Aquatics Maintenance Worker	87,195
Recreation Coordinator	65,500
Part-Time Help reductions (Recreation/Waterpark staffing)	(105,345)
Net Savings of all Staffing Proposals	(\$117,722)

*Job classification and salary range would need to be established therefore the cost figure is an estimate only

As demonstrated above, the staffing adjustments proposed in Community Development actually result in a net savings to the City of \$117,722 overall. Adding the above noted costs of the reclassifications outside of Community Development, the net savings to the City remains **\$92,201**.

- 9) The cost of a Business License Representative at Step A would be \$73,600. Staff does not feel the potential increase in fees from being able to more thoroughly enforce collections would offset the cost of this position as the base business license fee is only \$25. However, staff feels it may be more cost effective to outsource collection efforts to a company that could find undiscovered business licenses. These companies charge a fee based on what is collected and fees typically range from 30-40% of collected revenues.

PROJECTIONS

Since the meeting on the 8th, a few adjustments have been made to the 2014-15 proposed budget figures; the estimate for earthquake insurance was increased to \$150,000, reduction of the library maintenance cost to \$112,082 based on a letter received from the County, costs for OES training, adjustment of lighting and landscape transfers based upon the draft engineers report, as well as some other minor adjustments. As in the past couple of budget years, the budget also assumes that the City continues to provide reduced maintenance levels for trails and paths throughout the City, including recreational trails, bike paths, parks, and the trail at the Marina and along the river waterfront. The City could close these trails and paths to avoid possible liability, but Council has given prior direction to keep these trails and paths open despite declining levels of maintenance given the immunities provided by the Government Claims Act for trails and paved walkways. Language, the same included in the prior year budget resolution, will be in the resolution on June 10th memorializing this assumption.

Chart A reflects an update to the chart provided at the previous meeting showing June 30, 2014 revised, June 30, 2015 proposed and projections for 2015-16 and 2016-17 budget for the General Fund. Chart B reflects the proposed Police Department budget with the addition of Measure C funding and Attachment A to the staff report is a projection for the General Fund going out to 2021-22. Assumptions for 2017-18 and beyond assume a 5% increase in revenues and a 4% increase in expenditures annually.

CHART A

	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017
Projected Fund Balance July 1,	\$10,109,883	\$7,887,249	\$8,087,590	\$7,138,029
Revenues:				
Taxes	28,382,304	29,659,478	30,526,663	31,463,673
Taxes – Measure C	0	4,489,747	4,579,540	4,762,722
Licenses & Permits	1,161,006	1,157,500	1,157,500	1,177,500
Fines & Penalties	45,112	35,100	35,100	40,000
Investment Income & Rentals	495,415	498,510	503,410	512,680
Revenue from Other Agencies	348,450	452,000	532,000	580,476
Current Service Charges	1,950,871	2,146,880	2,160,148	2,167,215
Other Revenue	866,610	824,040	854,040	614,040
Transfers In	3,734,473	3,761,471	3,783,898	3,839,376
Total Revenues	\$36,984,241	\$43,024,726	\$44,132,299	\$45,157,682
Expenditures:				
Legislative & Administrative	1,121,493	640,039	654,284	636,019
Finance	36,964	38,700	43,180	38,213
Nondepartmental	624,361	782,349	801,470	848,945
Public Works	5,976,206	6,211,567	6,305,767	6,424,241
Police Services	27,956,371	27,923,456	27,900,169	31,321,130
Police Services – Measure C	0	3,291,110	5,452,327	4,592,090
Police Services – Animal Support	490,900	523,815	547,102	563,515
Recreation/Community Services	799,390	830,002	846,796	872,200
Community Development	2,201,190	2,419,447	2,368,815	2,374,973
Code Enforcement – Measure C	0	163,900	161,950	170,632
Total Expenditures	\$39,206,875	\$42,824,385	\$45,081,860	\$47,841,958
Net	(2,222,634)	\$200,341	(\$949,561)	(\$2,684,276)
Projected Fund Balance June 30,	\$7,887,249	\$8,087,590	\$7,138,029	\$4,453,753
Committed for Police Services – Measure C	0	1,034,737	0	0
Committed for Compensated Absences	98,586	115,000	115,000	115,000
Committed for Litigation Reserve	500,000	500,000	500,000	500,000
Unassigned Reserve %	19.71%	14.96%	14.78%	8.50%

CHART B

Police Department Measure C Funding			
	Police Budget FY15	Police Budget FY16	Police Budget FY17
13/14 Baseline Budget	\$28,447,271	\$28,447,271	\$28,447,271
Measure C projection	4,325,847	4,417,590	4,592,090
Measure C carryover	0	1,034,737	0
Budget Allotment	32,773,118	33,899,598	33,039,361
Proposed/projected	31,738,381	33,899,598	36,476,735
Difference under/(over) budget	\$1,034,737	\$0	(\$3,437,374)

While we are projecting a balanced budget in the next fiscal year, expenditures are projected to grow at a quicker pace than anticipated revenues causing deficit spending in fiscal year 2015-16, with the trend continuing in 2016-17 and beyond. It is imperative to be cognizant of the projected deficits in all budget decisions made to ensure the General Fund remains financially stable to avoid future severe cuts to services which are already at bare minimum levels.

There are a few items Council direction is still needed on regarding the General Fund budget:

- Earthquake Insurance for Council Chambers, City Hall and Police Facility at an estimated cost of \$150,000 (included in budget projections in Chart A and Attachment A).
- Library facility maintenance at an estimated cost of \$112,082 (included in budget projections in Chart A and Attachment A).
- Proposed staffing adjustments.

NEXT STEPS

Staff will be bringing forth budgets for remaining funds of the City for Council deliberation. The final budget document will be brought for Council approval on June 10th.

ATTACHMENT

- A. General Fund Projections

ATTACHMENT A

General Fund Projections

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Beginning Fund Balance	\$10,109,883	\$7,887,249	8,087,590	\$7,138,029	\$4,453,753	\$2,113,683	\$154,166	(\$1,385,868)	(\$2,464,747)
Total Revenues	36,984,241	43,024,726	44,132,299	45,157,682	47,415,566	49,786,344	52,275,661	54,889,444	57,633,916
Total Expenditures	39,206,875	42,824,385	45,081,860	47,841,958	49,755,636	51,745,861	53,815,695	55,968,323	58,207,056
Surplus/(Deficit)	(2,222,634)	200,341	(949,561)	(2,684,276)	(2,340,070)	(1,959,517)	(1,540,034)	(1,078,879)	(573,140)
Ending Fund Balance	\$7,887,249	\$8,087,590	\$7,138,029	\$4,453,753	\$2,113,683	\$154,166	(\$1,385,868)	(\$2,464,747)	(\$3,037,887)
Committed	598,586	1,649,737	615,000	615,000	615,000	115,000	0	0	0
Unassigned Fund Balance	\$7,288,663	\$6,437,853	\$6,523,029	\$3,838,753	\$1,498,683	\$39,166	(\$1,385,868)	(\$2,464,747)	(\$3,037,887)
Recommended minimum unassigned fund balance*	\$6,534,479	\$7,137,398	\$7,513,643	\$7,973,660	\$8,292,606	\$8,624,310	\$8,969,283	\$9,328,054	\$9,701,176
over/(under)	\$754,184	(\$699,544)	(\$990,614)	(\$4,134,907)	(\$6,793,923)	(\$8,585,144)	(\$10,355,150)	(\$11,792,801)	(\$12,739,063)

*The Government Finance Officers Association recommends cities maintain unassigned fund balance/reserves equal to **at least** two months of operating expenditures.



City of Antioch General Fund 2014-15

General Fund

Fund Balance Projections

	Actual FY 12-13	Projected FY 13-14	Proposed FY 14-15	Projected FY 15-16
Beginning Balance	\$8,489,101	\$10,109,883	\$7,887,249	\$8,087,590
Excess/ (deficit)	1,620,782	(2,222,634)	200,341	(949,561)
Ending Balance	\$10,109,883	\$7,887,249	\$8,087,590	\$7,138,029

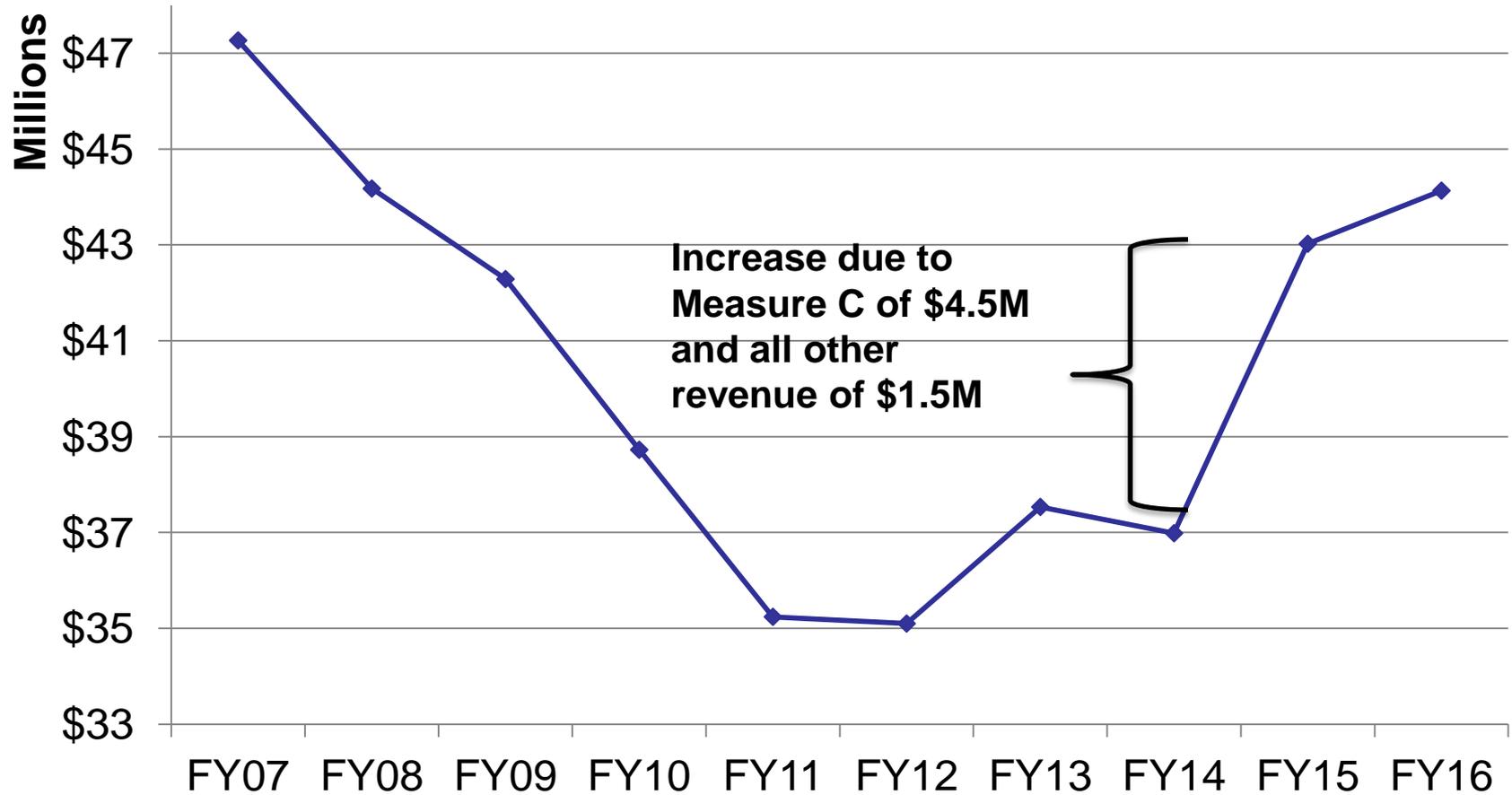
GENERAL FUND COMPARATIVE PRE-RECESSION TO NOW

	Actual FY 06-07	Projected FY 13-14	Projected FY 14-15*	Projected FY 15-16*
Revenues	\$47,267,463	\$36,984,241	\$43,024,726	\$44,132,299
Expenditures	(44,068,384)	(39,206,875)	(42,824,385)	(45,081,860)
Excess/(Deficit)	3,199,079	(2,222,634)	200,341	(949,561)

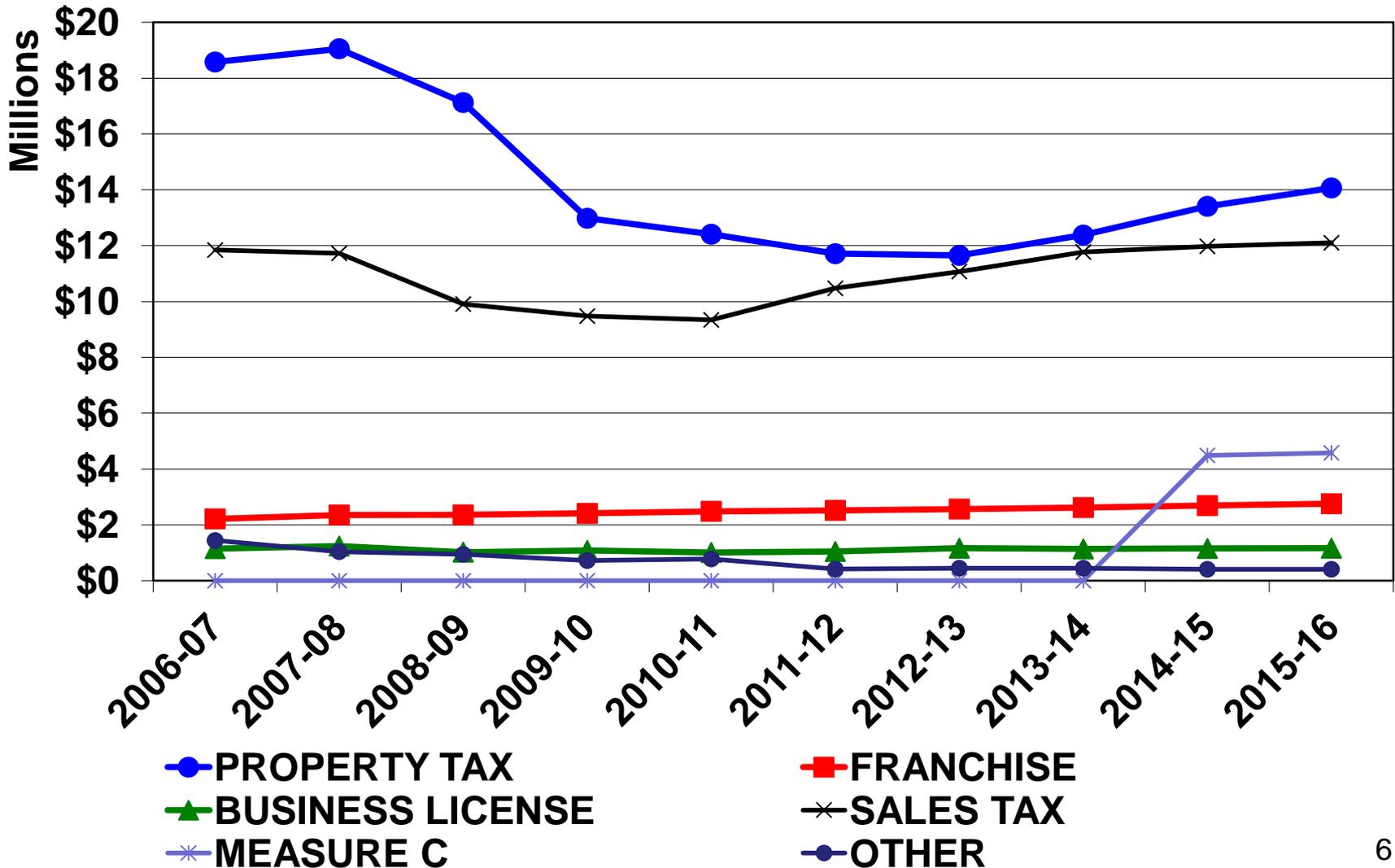
*Includes Measure C projected revenue/expense

General Fund Revenue

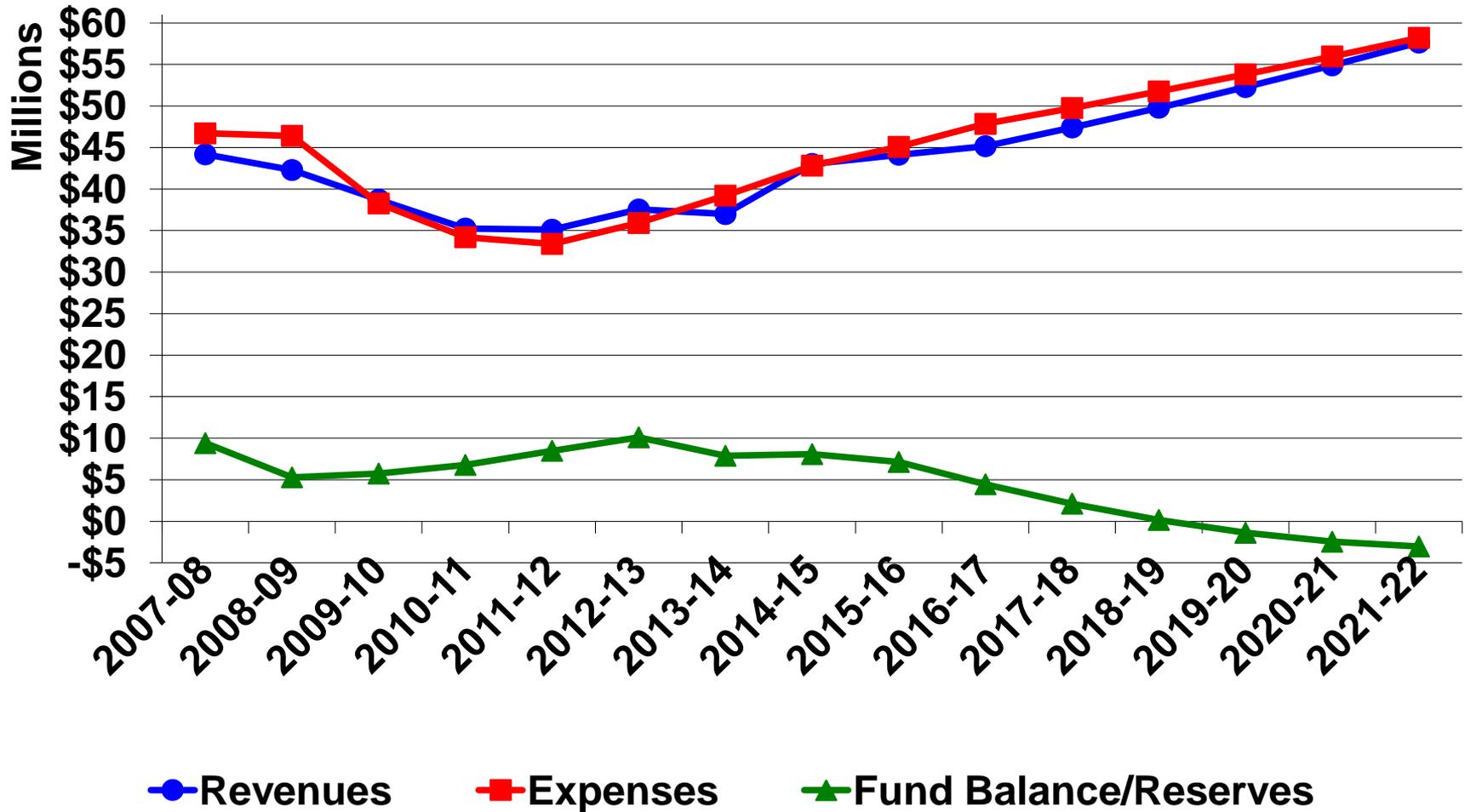
HISTORICAL REVENUES



General Fund Tax Revenues

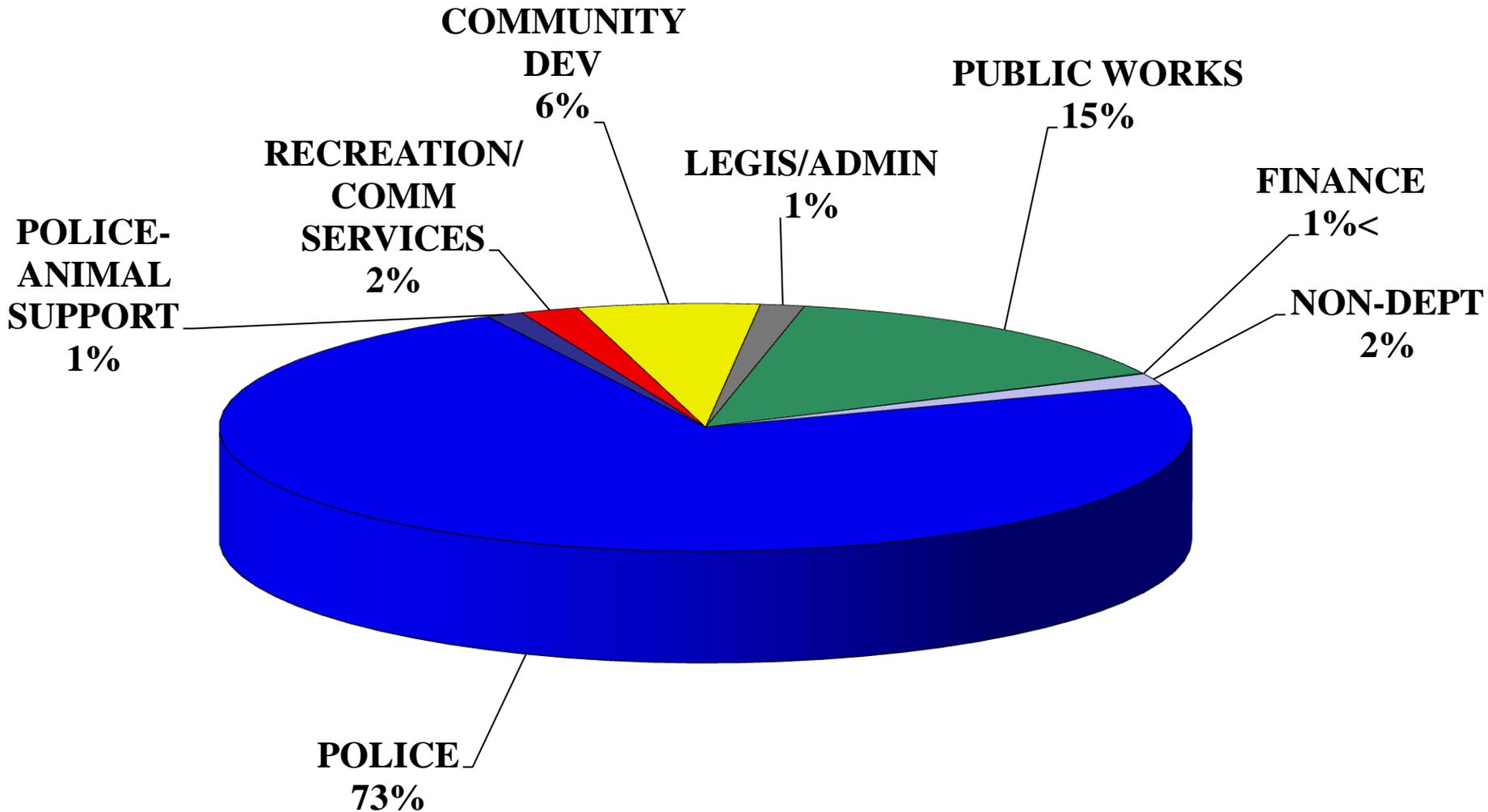


General Fund History



General Fund Expenditures

GENERAL FUND EXPENDITURES BY DEPARTMENT FY 2014-15



General Fund Police Budget

	Proposed FY 14-15	Projected FY 15-16	Projected FY 16-17
13/14 Baseline Budget	\$28,447,271	\$28,447,271	\$28,447,271
Measure C Projection	4,325,847	4,417,590	4,592,090
Measure C Carryover	0	1,034,737	0
Budget Allotment	\$32,773,118	\$33,899,598	\$33,039,361
Proposed/Projected	31,738,381	33,899,598	36,476,735
Difference under/(over) budget	\$1,034,737	\$0	(\$3,437,374)

General Fund Subsidies

- Golf Course water (budgeted at \$111,300 in fiscal year 2014-2015 to be paid by General Fund).
- Golf Course ABAG loan payments of approximately \$165,000 net annually that the General Fund pays cash on behalf of the Golf Course for debt service.

General Fund Subsidies

- \$577,002 projected 2014-2015 subsidy to Recreation Fund for operations.
- \$253,000 projected 2014-15 subsidy to Prewett Water Park Fund for operations.

Items needing Council Direction:

- Continued Funding of library maintenance (budgeted for \$112,082)
- Reinstatement of earthquake insurance (budgeted for \$150,000)



**IN HONOR OF
TOM COWARD**

WHEREAS,

Tom Coward, a member of the Contra Costa Child Welfare Redesign Committee which is composed of 50 Non-Profit Agencies, contributes his time to the Housing Sub-Committee for over 10 years; and

WHEREAS,

Through his leadership and collaboration, established with his committee, the ROAD MAP providing the agencies a directory of how to find housing in East County; and

WHEREAS,

Tom trained and presented "How to use the ROAD MAP", to 53 Agencies and 153 Community Housing Professionals; and

WHEREAS,

The Committee distributed 7,000 ROAD MAP booklets in East Contra Costa and translated to Spanish distributing 2,000; and

WHEREAS,

Tom and his committee established the HOUSING RAGS in 2010 where it was published quarterly and distributed on the Family and Children's Services internet website (the last issue was published in 2013); and

WHEREAS,

Tom Coward is an inspiration and a mentor to all of us with his dedication and volunteerism serving all of East County through his efforts of establishing the ROAD MAP AND HOUSING RAGS.

NOW, THEREFORE, I, WADE HARPER,

Mayor of the City of Antioch, do hereby salute

TOM COWARD

for his dedication, support and exemplary community service to the City of Antioch.

APRIL 8, 2014

WADE HARPER, Mayor

**REPORT FROM THE CITY CLERK'S OFFICE TO THE CITY COUNCIL FOR
CONSIDERATION AT THE COUNCIL MEETING OF APRIL 8, 2014**

PREPARED BY: Christina Garcia, Deputy City Clerk 

REVIEWED BY: Steven Duran, City Manager 

DATE: April 2, 2014

SUBJECT: APPROVAL OF COUNCIL MINUTES

The Minutes of March 25, 2014 are continued to the next meeting.

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
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100 General Fund

Non Departmental

350251	BROWN AND CALDWELL INC	CONSULTING SERVICES	9,954.98
350253	CALIF BLDG STANDARDS COMMISSION	QTR4 2013 REMITTANCE	3,152.00
350274	DEPT OF CONSERVATION	QTR3 2013 REMITTANCE	6,302.28
350278	DOUGLAS HERRING AND ASSOCIATES	CONSULTING SERVICES	15,068.00
350357	SDG ARCHITECTURE AND ENGINEERING	CONSULTING SERVICES	3,000.00
350364	STANTEC CONSULTING	DESIGN REVIEW SERVICES	1,408.25
921694	ZUMWALT ENGINEERING GROUP INC	ENGINEERING SERVICES	2,291.00

City Council

350314	LOWES COMPANIES INC	SUPPLIES	28.68
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City Attorney

350191	LEXISNEXIS	ONLINE LEGAL RESEARCH	76.50
350359	SHRED IT INC	SHRED SERVICES	50.74

City Manager

350167	CA SHOPPING CART RETRIEVAL CORP	SHOPPING CART RETRIEVAL	321.00
350266	COSTCO	BUSINESS EXPENSE	51.95

City Clerk

350159	BAY AREA NEWS GROUP	LEGAL AD	590.00
350183	EIDEN, KITTY J	MINUTES CLERK	812.00
350192	MAR/CAL	PAPER	291.14

City Treasurer

350336	PFM ASSET MGMT LLC	ADVISORY SERVICES	6,581.67
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Human Resources

350169	CITY OF ANTIOCH	POSTAGE	52.66
350188	IEDA INC	PROFESSIONAL SERVICES	3,217.74
350359	SHRED IT INC	SHRED SERVICES	30.66
350361	EMPLOYEE	EMPLOYMENT RECOGNITION	200.00

Economic Development

350175	CONTRA COSTA ECONOMIC PARTNERSHIP	ECONOMIC STRATEGY PLAN	5,000.00
350202	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	292.98
350325	NUNNALLY, BRIAN D	PER DIEM	253.30

Finance Accounting

350169	CITY OF ANTIOCH	MILEAGE REIMBURSEMENT	48.82
350359	SHRED IT INC	SHRED SERVICES	50.73
921672	SUNGARD PUBLIC SECTOR INC	ASP SERVICE	12,732.85

Finance Operations

350169	CITY OF ANTIOCH	MILEAGE REIMBURSEMENT	24.02
350199	OFFICE MAX INC	OFFICE SUPPLIES	109.13
350216	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00

Non Departmental

203320	JANAL INC	BUS LIC APP FEE REFUND	30.00
203371	DIBIA MICRONET ENGINEERING	BUS LIC STICKER FEE REFUND	5.00
350194	MUNICIPAL POOLING AUTHORITY	LIABILITY DEDUCTIBLE	14,595.44
350220	WAGWORKS	125 PLAN ADMIN FEES	150.00
350269	DAVID WELLHOUSE AND ASSOC INC	STATE MANDATES FILING	5,500.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
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350270 DELTA DIABLO	GOLF COURSE WATER	2,107.00
921601 RETIREE	MEDICAL AFTER RETIREMENT	1,654.43
Public Works Maintenance Administration		
350197 NEXTEL SPRINT	CELL PHONE	57.50
350327 OFFICE MAX INC	OFFICE SUPPLIES	92.88
350380 VERIZON WIRELESS	DATA PLAN	38.01
Public Works General Maintenance Services		
350327 OFFICE MAX INC	OFFICE SUPPLIES	23.54
Public Works Street Maintenance		
350197 NEXTEL SPRINT	CELL PHONE	57.50
350327 OFFICE MAX INC	OFFICE SUPPLIES	33.79
350345 RED WING SHOE STORE	SAFETY SHOES-POWELL	212.36
350380 VERIZON WIRELESS	DATA PLAN	38.01
Public Works-Signal/Street Lights		
350155 AT AND T MCI	PHONE	571.06
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,136.27
350216 UNITED PARCEL SERVICE	SHIPPING	110.09
350332 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	216.19
921532 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,280.17
921607 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,372.68
Public Works-Striping/Signing		
350181 EAST BAY WELDING SUPPLY	WELDING SUPPLIES	16.75
350197 NEXTEL SPRINT	CELL PHONE	57.50
350209 SHERWIN WILLIAMS CO	SUPPLIES	757.80
350219 VISIONS PAINT RECYCLING	GRAFFITI PAINT	291.00
350229 ACE HARDWARE, ANTIOCH	PAINT	8.77
350301 INTERSTATE SALES	YELLOW CERAMIC MARKERS	8,741.74
350314 LOWES COMPANIES INC	SUPPLIES	101.11
350327 OFFICE MAX INC	OFFICE SUPPLIES	33.79
350358 SHERWIN WILLIAMS CO	PAINT	214.32
350380 VERIZON WIRELESS	DATA PLAN	38.01
Public Works-Facilities Maintenance		
350155 AT AND T MCI	PHONE	48.04
350186 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	13,075.50
350202 PACIFIC GAS AND ELECTRIC CO	GAS	10,325.54
350208 REAL PROTECTION INC	REPAIR SERVICE	679.92
350223 WESCO RECEIVABLES CORP	SUPPLIES	95.64
350229 ACE HARDWARE, ANTIOCH	SUPPLIES	3.75
350231 ALTA FENCE	PANEL INSTALLATION	633.00
350297 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	3,709.01
350314 LOWES COMPANIES INC	SUPPLIES	15.37
350380 VERIZON WIRELESS	DATA PLAN	38.01
350383 WESCO RECEIVABLES CORP	SUPPLIES	20.99
921531 HAMMONS SUPPLY COMPANY	SUPPLIES	155.87
921607 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	183.71
921619 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	2,494.82

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
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Public Works-Parks Maint

350155 AT AND T MCI	PHONE	84.21
350201 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	41,057.17
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	648.72
350331 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	5,472.00
921607 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,372.98

Public Works-Median/General Land

350155 AT AND T MCI	PHONE	159.83
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,439.92
350229 ACE HARDWARE, ANTIOCH	WOOD SCREWS	34.34
350314 LOWES COMPANIES INC	SUPPLIES	91.06
350332 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	11.49
350358 SHERWIN WILLIAMS CO	PAINT	156.29

Public Works-Work Alternative

203310 HARDCASTLES	SUPPLIES	4.33
350148 ACE HARDWARE, ANTIOCH	SUPPLIES	14.61
350197 NEXTEL SPRINT	CELL PHONE	48.80
350314 LOWES COMPANIES INC	PAINT SUPPLIES	61.31

Police Administration

350153 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	402.50
350172 COMMERCIAL SUPPORT SERVICES	CAR WASHES	304.50
350173 CONCORD UNIFORMS LLC	UNIFORMS	444.18
350174 CONTRA COSTA COUNTY	RANGE USE FEES	195.00
350184 GALLS INC	SAFETY SUPPLIES	152.56
350199 OFFICE MAX INC	OFFICE SUPPLIES	893.11
350205 PRO FORCE LAW ENFORCEMENT	TASERS	1,437.63
350216 UNITED PARCEL SERVICE	SHIPPING	52.55
350230 ACME SECURITY SYSTEMS	SECURITY KEY CARDS	74.76
350236 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	227.50
350237 ASR - BRICKER MINCOLA	UNIFORM HATS	364.90
350255 CCMA	APPRECIATION LUNCHEON	315.00
350260 COMCAST	CABLE	27.40
350302 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	2,696.69
350307 LAW OFFICES OF JONES AND MAYER	LEGAL SERVICES	57.00
350311 LEXIPOL LLC	SUBSCRIPTION	3,900.00
350337 PORAC LAW ENFORCEMENT NEWS	RECRUITING AD	3,100.00
350344 REACH PROJECT INC	PROGRAM SERVICES	51,250.00
350359 SHRED IT INC	SHRED SERVICES	447.28
350366 STATE OF CALIFORNIA	FINGERPRINTING	290.00
921534 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	249.84
921608 IMAGE SALES INC	BADGES	30.50
921633 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	106.98

Police Community Policing

203110 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	74.70
203120 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	87.46
203381 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	61.70

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 Finance Accounting

CITY OF ANTIOCH
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350153 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	90.00
350292 EMPLOYEE	PENSION PAYMENT	3,999.00
Police Investigations		
203110 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	22.50
203119 CONTRA COSTA COUNTY	CERTIFICATE FEE	21.00
203120 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	7.50
350262 CONTRA COSTA COUNTY	LAB TESTING	30,130.00
Police Special Operations Unit		
350232 AMERICAN RIVER COLLEGE	TRAINING-SCHNITZIUS	7.00
350362 SPECIAL SERVICES GROUP LLC	SUBSCRIPTION	600.00
Police Communications		
350151 AMERICAN TOWER CORPORATION	TOWER RENTAL	219.17
350155 AT AND T MCI	PHONE	1,177.43
350261 CONTRA COSTA COUNTY	RADIO SERVICES	240.00
Office Of Emergency Management		
350155 AT AND T MCI	PHONE	315.80
Police Community Volunteers		
350199 OFFICE MAX INC	OFFICE SUPPLIES	15.63
350286 EIDEN, KITTY J	MINUTES CLERK	121.50
350305 KILBOURNE AND KILBOURNE	SERVICE PINS	526.60
350343 RASPORT INC	SUPPLIES	385.19
Police Facilities Maintenance		
350155 AT AND T MCI	PHONE	286.44
350186 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	7,233.00
350198 NEXTEL SPRINT	CELL PHONE	2,870.31
350202 PACIFIC GAS AND ELECTRIC CO	GAS	12,080.76
350207 RANGE MAINTENANCE SERVICES LLC	RANGE MAINTENANCE	2,510.00
350235 ANTIOCH GLASS	WINDOW REPLACEMENT	667.75
350254 CAMALI CORP	MAINTENANCE SERVICES	345.00
350297 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	1,564.55
921619 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4,411.17
Community Development Land Planning Services		
350206 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	3,040.00
CD Code Enforcement		
350209 SHERWIN WILLIAMS CO	SUPPLIES	556.75
350218 VERIZON WIRELESS	NETWORK SERVICES	114.03
921529 CRYSTAL CLEAR LOGOS INC	UNIFORM	411.04
PW Engineer Land Development		
350155 AT AND T MCI	PHONE	31.43
350197 NEXTEL SPRINT	CELL PHONE	169.27
Community Development Building Inspection		
350197 NEXTEL SPRINT	CELL PHONE	56.46
350327 OFFICE MAX INC	OFFICE SUPPLIES	96.30
921525 3M AOSAFETY EYEWARE	SAFETY GLASSES-MUNN	289.30
Capital Imp. Administration		
350327 OFFICE MAX INC	OFFICE SUPPLIES	184.88

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 Finance Accounting

CITY OF ANTIOCH
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Community Development Engineering Services

350169 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	22.00
350197 NEXTEL SPRINT	CELL PHONE	57.50
350327 OFFICE MAX INC	OFFICE SUPPLIES	84.23

213 Gas Tax Fund

Streets

350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	23,416.09
350316 MARK THOMAS AND CO INC	PROFESSIONAL SERVICES	6,109.00
350332 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	43.06

214 Animal Control Fund

Animal Control

350180 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,323.42
350182 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	295.80
350195 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,006.37
350198 NEXTEL SPRINT	CELL PHONE	318.32
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	635.83
350226 ZOETIS LLC	SUPPLIES	719.76
350284 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	1,878.45
350296 HILLS PET NUTRITION	ANIMAL FOOD	492.76
921619 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	435.75

215 Civic Arts Fund

Civic Arts

350154 ARTS AND CULTURAL FOUNDATION	FINAL ALLOCATION	12,500.00
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219 Recreation Fund

Non Departmental

350241 AVILA, MAYRA	DEPOSIT REFUND	500.00
350280 DRMS PTSA	DEPOSIT REFUND	1,000.00
350331 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	5,472.00
350355 SARANZA, CLAUDIA	DEPOSIT REFUND	500.00

Recreation Admin

350186 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	5,615.30
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,576.49
350228 AAA FIRE PROTECTION SVCS	REPAIR SERVICE	753.90
350240 AUTOMATIC DOOR SYSTEMS INC	DOOR REPAIR	326.28
921607 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	413.28

Senior Programs

350155 AT AND T MCI	PHONE	96.95
350202 PACIFIC GAS AND ELECTRIC CO	GAS	1,050.98

Recreation Classes/Prog

203266 SCOTTO, DIANE	CLASS REFUND	18.00
350179 DIABLO LIVE SCAN	FINGERPRINTING	20.00
350210 STATE OF CALIFORNIA	FINGERPRINTING	32.00
350221 WALLER, JOHN	CONTRACTOR PAYMENT	288.00
350282 DUGAND, KARINA	CONTRACTOR PAYMENT	961.20
350285 EDUCATION TO GO	CONTRACTOR PAYMENT	470.75
350287 EL CAMPANIL THEATRE PRESERVATION	THEATRE RENTAL	600.00

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350291	G'S MUSIC STUDIO	CONTRACTOR PAYMENT	625.80
350306	KOVALICK, LUANNE	CONTRACTOR PAYMENT	740.43
350314	LOWES COMPANIES INC	SUPPLIES	25.75
350315	MAD SCIENCE OF MT DIABLO	CONTRACTOR PAYMENT	525.00
350321	MUIR, ROXANNE	CONTRACTOR PAYMENT	125.22
350351	ROBERTS, NANCY	CONTRACTOR PAYMENT	356.40
Recreation Sports Programs			
203264	RIOS, GABE	DEPOSIT REFUND	100.00
350165	BSN SPORTS	SPORTS EQUIPMENT	774.36
350189	KIDZ LOVE SOCCER INC	SOCCER CAMP	2,847.50
350202	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,815.64
350314	LOWES COMPANIES INC	SUPPLIES	385.04
921569	CONSOLIDATED ELECTRICAL DIST INC	EXTERIOR LIGHTING REPAIR	232.44
Recreation Concessions			
350155	AT AND T MCI	PHONE	16.61
350169	CITY OF ANTIOCH	CONCESSION SUPPLIES	9.98
350170	COLE SUPPLY CO INC	SUPPLIES	48.98
350217	US FOODSERVICE INC	CONCESSION SUPPLIES	430.30
Recreation-New Comm Cntr			
203330	GARDA CL WEST INC	ARMORED CAR PICK UP	95.40
350149	ACME SECURITY SYSTEMS	SYSTEM SERVICE	227.93
350155	AT AND T MCI	PHONE	19.19
350186	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	10,338.05
350240	AUTOMATIC DOOR SYSTEMS INC	DOOR REPAIR	231.28
350246	BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	995.00
350314	LOWES COMPANIES INC	SUPPLIES	155.29
350326	OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	200.00
350332	PACIFIC GAS AND ELECTRIC CO	GAS	6,150.78
350383	WESCO RECEIVABLES CORP	SUPPLIES	444.24
226 Solid Waste Reduction Fund			
Solid Waste Used Oil			
203200	ASBURY ENVIRONMENTAL SERVICES	FILTER RECYCLING	45.00
Solid Waste			
350169	CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	8.13
350201	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,595.00
229 Pollution Elimination Fund			
Channel Maintenance Operation			
350156	ATLANTIS DIVING AND SALVAGE CO	GATE INSPECTION	2,500.00
350179	DIABLO LIVE SCAN	FINGERPRINTING	40.00
350197	NEXTEL SPRINT	CELL PHONE	48.80
350203	PARSONS BRINCKERHOFF INC	CONSULTING SERVICES	1,214.20
350210	STATE OF CALIFORNIA	FINGERPRINTING	64.00
350271	DELTA FENCE CO	FENCING	634.73
350349	RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	17,808.68
Storm Drain Administration			
350194	MUNICIPAL POOLING AUTHORITY	LIABILITY DEDUCTIBLE	2,502.00

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238 PEG Franchise Fee Fund

Non Departmental

350216 UNITED PARCEL SERVICE	SHIPPING	10.13
350341 QUALITY SOUND	EQUIPMENT SERVICE	2,987.67
921566 COMPUTERLAND	COMPUTER EQUIPMENT	303.62

251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

350155 AT AND T MCI	PHONE	66.42
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	654.49

Lonetree Maintenance Zone 2

350155 AT AND T MCI	PHONE	127.76
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	613.93

Lonetree Maintenance Zone 3

350155 AT AND T MCI	PHONE	49.20
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,040.85
350332 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	62.58

Lonetree Maintenance Zone 4

350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	307.28
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252 Downtown SLLMD Fund

Downtown Maintenance

350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	327.80
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253 Almondridge SLLMD Fund

Almondridge Maintenance

350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	181.78
350212 STEWARTS TREE SERVICE INC	TREE SERVICE	650.00

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

350155 AT AND T MCI	PHONE	33.21
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	511.46

Hillcrest Maintenance Zone 2

350155 AT AND T MCI	PHONE	115.00
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	626.82

Hillcrest Maintenance Zone 4

350155 AT AND T MCI	PHONE	96.92
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	533.62

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

350155 AT AND T MCI	PHONE	16.99
350201 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	160.00
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	73.94

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	65.46
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Citywide 2A Maintenance Zone 4

350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	238.85
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Citywide 2A Maintenance Zone 5		
350202	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 360.56
Citywide 2A Maintenance Zone 6		
350202	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 189.11
Citywide 2A Maintenance Zone 8		
350202	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 261.82
Citywide 2A Maintenance Zone 9		
350155	AT AND T MCI	PHONE 66.42
350202	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 410.20
Citywide 2A Maintenance Zone 10		
350202	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 113.65
257 SLLMD Administration Fund		
SLLMD Administration		
350197	NEXTEL SPRINT	CELL PHONE 170.55
350345	RED WING SHOE STORE	SAFETY SHOES-GOSS 215.93
350380	VERIZON WIRELESS	DATA PLAN 76.02
921609	JOHN DEERE LANDSCAPES PACHECO	SUPPLIES 1,866.66
259 East Lone Tree SLLMD Fund		
Zone 1-District 10		
350202	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 24.70
350332	PACIFIC GAS AND ELECTRIC CO	ELECTRIC 50.99
311 Capital Improvement Fund		
Measure WW		
350288	FEDEX	SHIPPING 30.86
376 Lone Diamond Fund		
Assessment District		
350160	BAY CITIES PAVING AND GRADING	LONE TREE PROJECT 378,047.92
350256	CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES 154.00
350349	RMC WATER AND ENVIRONMENT	CONSULTING SERVICES 20,537.73
415 APFA 02 Lease Revenue Ref Fund		
Non Departmental		
350157	BANK OF NEW YORK MELLON	FY15 FISCAL AGENT FEE 1,360.40
Non Departmental		
350157	BANK OF NEW YORK MELLON	FY14 FISCAL AGENT FEE 1,904.60
350225	WILLDAN FINANCIAL SERVICES	EMMA FILING FEE 100.00
416 Honeywell Capital Lease Fund		
Non Departmental		
350243	BANK OF AMERICA	LOAN PAYMENT 43,050.08
570 Equipment Maintenance Fund		
Non Departmental		
350187	HUNT AND SONS INC	FUEL 5,331.74
Equipment Maintenance		
203348	MICHAEL STEAD WALNUT CREEK	RELEASE HANDLE 24.02
203349	WALNUT CREEK CHRYSLER JEEP DODGE	FUEL HOSE 50.33
350152	ANTIOCH AUTO PARTS	AUTO PARTS STOCK 890.78
350185	GOLDEN GATE TRUCK CENTER	FAN BELTS 144.03

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350202	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	422.65
350204	PETERSON	SUPPLIES	99.09
350233	ANTIOCH AUTO PARTS	AUTO PARTS STOCK	566.25
350257	CHUCKS BRAKE AND WHEEL SERVICE	BATTERIES	1,181.67
350293	GENERAL TRAILER INC	DECK REPLACEMENT	1,959.30
350314	LOWES COMPANIES INC	SUPPLIES	96.98
350340	PURSUIT NORTH	EQUIPMENT REMOVAL	350.00
350372	TRED SHED, THE	TIRES	2,327.93
350375	TUTTS TRUCK OUTFITTERS	REPAIR SERVICE	677.00
350380	VERIZON WIRELESS	DATA PLAN	38.01
350382	WALNUT CREEK FORD	OXYGEN SENSOR	95.71
921533	KIMBALL MIDWEST	SUPPLIES	376.59
921535	NIXON EGLI EQUIPMENT CO	EQUIPMENT REPAIR	9,308.03
921552	BIG SKY ENTERPRISES INC	TIRE DISPOSAL	183.60
921589	GRAINGER INC	SUPPLIES	690.21

573 Information Services Fund

Information Services

350155	AT AND T MCI	PHONE	59.36
350197	NEXTEL SPRINT	CELL PHONE	56.51
350216	UNITED PARCEL SERVICE	SHIPPING	55.39

Network Support & PCs

350155	AT AND T MCI	PHONE	92.89
350171	COMCAST	INTERNET SERVICE	123.94
350197	NEXTEL SPRINT	CELL PHONE	120.87
350239	AT AND T MCI	PHONE	357.32

Telephone System

350155	AT AND T MCI	PHONE	2,356.22
350238	AT AND T MCI	PHONE	16.29

Office Equipment Replacement

921527	COMPUTERLAND	COMPUTER EQUIPMENT	1,128.94
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577 Post Retirement Medical-Police Fund

Non Departmental

350249	RETIREE	MEDICAL AFTER RETIREMENT	1,067.00
350252	RETIREE	MEDICAL AFTER RETIREMENT	500.50
350290	RETIREE	MEDICAL AFTER RETIREMENT	1,163.16
350308	RETIREE	MEDICAL AFTER RETIREMENT	918.69
350323	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
350353	RETIREE	MEDICAL AFTER RETIREMENT	252.36
350374	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
350384	RETIREE	MEDICAL AFTER RETIREMENT	470.94
921536	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921537	RETIREE	MEDICAL AFTER RETIREMENT	252.36
921545	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921547	RETIREE	MEDICAL AFTER RETIREMENT	1,244.18
921550	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921551	RETIREE	MEDICAL AFTER RETIREMENT	1,244.18

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921560	RETIREE	MEDICAL AFTER RETIREMENT	1,217.90
921561	RETIREE	MEDICAL AFTER RETIREMENT	830.00
921564	RETIREE	MEDICAL AFTER RETIREMENT	495.46
921567	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921578	RETIREE	MEDICAL AFTER RETIREMENT	1,225.13
921582	RETIREE	MEDICAL AFTER RETIREMENT	830.00
921583	RETIREE	MEDICAL AFTER RETIREMENT	252.36
921597	RETIREE	MEDICAL AFTER RETIREMENT	175.97
921600	RETIREE	MEDICAL AFTER RETIREMENT	252.36
921603	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921604	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921605	RETIREE	MEDICAL AFTER RETIREMENT	256.70
921614	RETIREE	MEDICAL AFTER RETIREMENT	175.97
921632	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921635	RETIREE	MEDICAL AFTER RETIREMENT	623.72
921646	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921647	RETIREE	MEDICAL AFTER RETIREMENT	804.48
921648	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921650	RETIREE	MEDICAL AFTER RETIREMENT	995.08
921660	RETIREE	MEDICAL AFTER RETIREMENT	623.72
921669	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921671	RETIREE	MEDICAL AFTER RETIREMENT	185.67
921675	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921681	RETIREE	MEDICAL AFTER RETIREMENT	623.72
921690	RETIREE	MEDICAL AFTER RETIREMENT	623.72
921691	RETIREE	MEDICAL AFTER RETIREMENT	267.70
921692	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44

578 Post Retirement Medical-Misc Fund

Non Departmental

350248	RETIREE	MEDICAL AFTER RETIREMENT	235.69
350268	RETIREE	MEDICAL AFTER RETIREMENT	235.69
350276	RETIREE	MEDICAL AFTER RETIREMENT	117.69
350281	RETIREE	MEDICAL AFTER RETIREMENT	590.38
350295	RETIREE	MEDICAL AFTER RETIREMENT	118.65
350304	RETIREE	MEDICAL AFTER RETIREMENT	235.69
350319	RETIREE	MEDICAL AFTER RETIREMENT	235.69
350342	RETIREE	MEDICAL AFTER RETIREMENT	117.69
350348	RETIREE	MEDICAL AFTER RETIREMENT	590.38
350352	RETIREE	MEDICAL AFTER RETIREMENT	117.69
350356	RETIREE	MEDICAL AFTER RETIREMENT	235.69
350379	RETIREE	MEDICAL AFTER RETIREMENT	238.42
350381	RETIREE	MEDICAL AFTER RETIREMENT	235.69
921528	RETIREE	MEDICAL AFTER RETIREMENT	1,063.14
921539	RETIREE	MEDICAL AFTER RETIREMENT	208.36
921541	RETIREE	MEDICAL AFTER RETIREMENT	590.38
921542	RETIREE	MEDICAL AFTER RETIREMENT	179.21

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921546	RETIREE	MEDICAL AFTER RETIREMENT	435.44
921549	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921554	RETIREE	MEDICAL AFTER RETIREMENT	235.69
921556	RETIREE	MEDICAL AFTER RETIREMENT	235.69
921558	RETIREE	MEDICAL AFTER RETIREMENT	590.38
921565	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921568	RETIREE	MEDICAL AFTER RETIREMENT	354.38
921572	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921574	RETIREE	MEDICAL AFTER RETIREMENT	235.69
921577	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921580	RETIREE	MEDICAL AFTER RETIREMENT	175.97
921581	RETIREE	MEDICAL AFTER RETIREMENT	250.00
921585	RETIREE	MEDICAL AFTER RETIREMENT	175.97
921588	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921590	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921592	RETIREE	MEDICAL AFTER RETIREMENT	531.64
921593	RETIREE	MEDICAL AFTER RETIREMENT	171.80
921599	RETIREE	MEDICAL AFTER RETIREMENT	590.38
921602	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921610	RETIREE	MEDICAL AFTER RETIREMENT	235.69
921613	RETIREE	MEDICAL AFTER RETIREMENT	590.38
921616	RETIREE	MEDICAL AFTER RETIREMENT	235.69
921618	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921622	RETIREE	MEDICAL AFTER RETIREMENT	590.38
921625	RETIREE	MEDICAL AFTER RETIREMENT	354.38
921627	RETIREE	MEDICAL AFTER RETIREMENT	354.38
921631	RETIREE	MEDICAL AFTER RETIREMENT	590.38
921642	RETIREE	MEDICAL AFTER RETIREMENT	354.38
921643	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921652	RETIREE	MEDICAL AFTER RETIREMENT	235.69
921655	RETIREE	MEDICAL AFTER RETIREMENT	235.69
921659	RETIREE	MEDICAL AFTER RETIREMENT	590.38
921664	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921674	RETIREE	MEDICAL AFTER RETIREMENT	590.38
921676	RETIREE	MEDICAL AFTER RETIREMENT	208.36
921679	RETIREE	MEDICAL AFTER RETIREMENT	23.64
921680	RETIREE	MEDICAL AFTER RETIREMENT	175.97
921689	RETIREE	MEDICAL AFTER RETIREMENT	354.38
921693	RETIREE	MEDICAL AFTER RETIREMENT	117.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

350244	RETIREE	MEDICAL AFTER RETIREMENT	252.36
350258	RETIREE	MEDICAL AFTER RETIREMENT	894.90
350267	RETIREE	MEDICAL AFTER RETIREMENT	175.69
350289	RETIREE	MEDICAL AFTER RETIREMENT	117.69
350294	RETIREE	MEDICAL AFTER RETIREMENT	235.69

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350298 RETIREE	MEDICAL AFTER RETIREMENT	400.00
350303 RETIREE	MEDICAL AFTER RETIREMENT	590.38
350310 RETIREE	MEDICAL AFTER RETIREMENT	354.38
350320 RETIREE	MEDICAL AFTER RETIREMENT	755.38
350334 RETIREE	MEDICAL AFTER RETIREMENT	117.69
350346 RETIREE	MEDICAL AFTER RETIREMENT	208.36
921548 RETIREE	MEDICAL AFTER RETIREMENT	354.38
921553 RETIREE	MEDICAL AFTER RETIREMENT	354.38
921555 RETIREE	MEDICAL AFTER RETIREMENT	175.70
921557 RETIREE	MEDICAL AFTER RETIREMENT	117.69
921559 RETIREE	MEDICAL AFTER RETIREMENT	894.90
921562 RETIREE	MEDICAL AFTER RETIREMENT	590.38
921570 RETIREE	MEDICAL AFTER RETIREMENT	535.72
921571 RETIREE	MEDICAL AFTER RETIREMENT	117.69
921573 RETIREE	MEDICAL AFTER RETIREMENT	590.38
921575 RETIREE	MEDICAL AFTER RETIREMENT	470.38
921576 RETIREE	MEDICAL AFTER RETIREMENT	354.38
921579 RETIREE	MEDICAL AFTER RETIREMENT	208.36
921584 RETIREE	MEDICAL AFTER RETIREMENT	354.38
921586 RETIREE	MEDICAL AFTER RETIREMENT	894.90
921587 RETIREE	MEDICAL AFTER RETIREMENT	117.69
921591 RETIREE	MEDICAL AFTER RETIREMENT	829.31
921595 RETIREE	MEDICAL AFTER RETIREMENT	512.29
921596 RETIREE	MEDICAL AFTER RETIREMENT	358.38
921598 RETIREE	MEDICAL AFTER RETIREMENT	470.94
921606 RETIREE	MEDICAL AFTER RETIREMENT	293.13
921611 RETIREE	MEDICAL AFTER RETIREMENT	720.38
921612 RETIREE	MEDICAL AFTER RETIREMENT	354.38
921615 RETIREE	MEDICAL AFTER RETIREMENT	208.36
921617 RETIREE	MEDICAL AFTER RETIREMENT	590.38
921620 RETIREE	MEDICAL AFTER RETIREMENT	354.38
921621 RETIREE	MEDICAL AFTER RETIREMENT	354.38
921623 RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921624 RETIREE	MEDICAL AFTER RETIREMENT	235.69
921626 RETIREE	MEDICAL AFTER RETIREMENT	235.69
921628 RETIREE	MEDICAL AFTER RETIREMENT	161.41
921629 RETIREE	MEDICAL AFTER RETIREMENT	354.38
921630 RETIREE	MEDICAL AFTER RETIREMENT	354.38
921634 RETIREE	MEDICAL AFTER RETIREMENT	587.40
921636 RETIREE	MEDICAL AFTER RETIREMENT	175.97
921638 RETIREE	MEDICAL AFTER RETIREMENT	208.36
921639 RETIREE	MEDICAL AFTER RETIREMENT	179.21
921640 RETIREE	MEDICAL AFTER RETIREMENT	590.38
921641 RETIREE	MEDICAL AFTER RETIREMENT	354.38
921644 RETIREE	MEDICAL AFTER RETIREMENT	117.69
921645 RETIREE	MEDICAL AFTER RETIREMENT	117.69

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921649	RETIREE	MEDICAL AFTER RETIREMENT	1,366.44
921651	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921653	RETIREE	MEDICAL AFTER RETIREMENT	354.38
921654	RETIREE	MEDICAL AFTER RETIREMENT	354.38
921656	RETIREE	MEDICAL AFTER RETIREMENT	235.69
921657	RETIREE	MEDICAL AFTER RETIREMENT	179.21
921658	RETIREE	MEDICAL AFTER RETIREMENT	375.69
921661	RETIREE	MEDICAL AFTER RETIREMENT	894.90
921662	RETIREE	MEDICAL AFTER RETIREMENT	590.38
921663	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921665	RETIREE	MEDICAL AFTER RETIREMENT	208.36
921666	RETIREE	MEDICAL AFTER RETIREMENT	535.72
921667	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921668	RETIREE	MEDICAL AFTER RETIREMENT	590.38
921670	RETIREE	MEDICAL AFTER RETIREMENT	755.38
921673	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921678	RETIREE	MEDICAL AFTER RETIREMENT	208.36
921682	RETIREE	MEDICAL AFTER RETIREMENT	1,321.08
921683	RETIREE	MEDICAL AFTER RETIREMENT	354.38
921684	RETIREE	MEDICAL AFTER RETIREMENT	354.38
921685	RETIREE	MEDICAL AFTER RETIREMENT	1,653.13
921686	RETIREE	MEDICAL AFTER RETIREMENT	117.69
921687	RETIREE	MEDICAL AFTER RETIREMENT	1,388.00
921688	RETIREE	MEDICAL AFTER RETIREMENT	208.36

611 Water Fund

Non Departmental

350200	PACE SUPPLY CORP	SUPPLIES	399.28
350223	WESCO RECEIVABLES CORP	SUPPLIES	103.12
350259	COLE SUPPLY CO INC	SUPPLIES	1,653.17
350309	LEE, VINCENT	CHECK REPLACEMENT	25.56
350327	OFFICE MAX INC	OFFICE SUPPLIES	1,674.81
350330	PACE SUPPLY CORP	SUPPLIES	951.30
350350	ROBERTS AND BRUNE CO	SUPPLIES	12,247.86
921530	GRAINGER INC	SUPPLIES	2,535.24
921531	HAMMONS SUPPLY COMPANY	SUPPLIES	121.91
921594	HAMMONS SUPPLY COMPANY	SUPPLIES	457.41

Water Supervision

350197	NEXTEL SPRINT	CELL PHONE	82.51
350245	BAY AREA NEWS GROUP	LEGAL AD	227.60
350380	VERIZON WIRELESS	DATA PLAN	76.02

Water Production

203365	BERENDSEN FLUID POWER	FREIGHT CHARGES	24.08
203366	SEARS	SOCKET SET	97.64
350148	ACE HARDWARE, ANTIOCH	SUPPLIES	37.93
350150	ALL INDUSTRIAL ELECTRIC SUPPLY INC	ELECTRIC CONTRACT BLOCKS	444.96
350155	AT AND T MCI	PHONE	820.43

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350163	BORGES AND MAHONEY	CHLORINATOR PARTS	3,655.19
350176	CRWA	TRAINING-ANDERSON	400.00
350179	DIABLO LIVE SCAN	FINGERPRINTING	40.00
350190	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	1,102.50
350197	NEXTEL SPRINT	CELL PHONE	62.17
350202	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	75,124.22
350210	STATE OF CALIFORNIA	FINGERPRINTING	64.00
350216	UNITED PARCEL SERVICE	SHIPPING	17.51
350222	WALTER BISHOP CONSULTING	CONSULTING SERVICES	892.80
350229	ACE HARDWARE, ANTIOCH	OPERATING SUPPLIES	177.73
350250	BORGES AND MAHONEY	CHLORINATOR	4,644.34
350275	DEPT OF PUBLIC HEALTH	WATER SYSTEM FEES	1,280.00
350279	DREAM RIDE ELEVATOR	DEBRIS REMOVAL	190.00
350314	LOWES COMPANIES INC	SUPPLIES	72.04
350318	MEDORA CORP	BATTERIES	2,411.78
350327	OFFICE MAX INC	OFFICE SUPPLIES	37.98
350347	REINHOLDT ENGINEERING CONSTR	INSPECTION & TESTING	1,285.10
350380	VERIZON WIRELESS	DATA PLAN	38.01
921526	CHEMTRADE CHEMICALS US LLC	ALUM	6,063.40
921530	GRAINGER INC	SUPPLIES	32.64
921538	AIRGAS SPECIALTY PRODUCTS	AMMONIA TANK REPAIR	7,624.77
921563	CHEMTRADE CHEMICALS US LLC	ALUM	5,821.87
921589	GRAINGER INC	SUPPLIES	421.90
921619	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	658.60
Water Distribution			
350155	AT AND T MCI	PHONE	16.61
350178	DELTA DIABLO	RECYCLED WATER	7,451.08
350193	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	194.02
350197	NEXTEL SPRINT	CELL PHONE	352.85
350216	UNITED PARCEL SERVICE	SHIPPING	64.97
350229	ACE HARDWARE, ANTIOCH	HOSE PARTS	149.59
350234	ANTIOCH BUILDING MATERIALS	ASPHALT	238.16
350283	EAST BAY WELDING SUPPLY	GOGGLES	48.59
350300	INFOSEND INC	PRINT/MAIL SERVICES	2,914.05
350314	LOWES COMPANIES INC	TOOLS	14.38
350327	OFFICE MAX INC	OFFICE SUPPLIES	88.64
350330	PACE SUPPLY CORP	SUPPLIES	316.66
350350	ROBERTS AND BRUNE CO	PIPE & FITTINGS	450.28
350354	ROYAL BRASS INC	SUPPLIES	390.30
350380	VERIZON WIRELESS	DATA PLAN	266.07
921540	ALTURA COMMUNICATION SOLUTIONS	PHONE PROGRAMMING	345.00
Water Meter Reading			
350197	NEXTEL SPRINT	CELL PHONE	47.15
350380	VERIZON WIRELESS	DATA PLAN	38.01
Public Buildings & Facilities			
350164	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	8,106.58

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MARCH 14-31, 2014
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350166 BURLINGAME ENGINEERS INC	CHEMICAL TANK	33,137.25
Warehouse & Central Stores		
350197 NEXTEL SPRINT	CELL PHONE	58.57
350216 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
350365 STATE FIRE MARSHAL	LICENSE RENEWAL	127.50
621 Sewer Fund		
Sewer-Wastewater Supervision		
350194 MUNICIPAL POOLING AUTHORITY	LIABILITY DEDUCTIBLE	19,474.98
350380 VERIZON WIRELESS	DATA PLAN	76.02
Sewer-Wastewater Collection		
203350 MORGANS HOME AND GARDEN	GRAVEL	14.11
350155 AT AND T MCI	PHONE	64.51
350177 CWEA SFBS	MEMBERSHIP RENEWAL	148.00
350197 NEXTEL SPRINT	CELL PHONE	162.81
350216 UNITED PARCEL SERVICE	SHIPPING	90.52
350234 ANTIOCH BUILDING MATERIALS	ASPHALT	238.17
350300 INFOSEND INC	PRINT/MAIL SERVICES	2,914.05
350314 LOWES COMPANIES INC	SUPPLIES	106.81
350327 OFFICE MAX INC	OFFICE SUPPLIES	37.97
350330 PACE SUPPLY CORP	SUPPLIES	953.90
350380 VERIZON WIRELESS	DATA PLAN	228.06
622 Sewer Facilities Expansion Fund		
Wastewater Collection		
350349 RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	6,202.34
631 Marina Fund		
Non Departmental		
350158 BARRON, CELA	BERTH DEPOSIT REFUND	155.25
350168 CARUSO, TIMOTHY	BERTH DEPOSIT REFUND	154.96
350196 NARDELLO, DIANA	BERTH DEPOSIT REFUND	40.00
350214 TEAGLE, COLETTE	BERTH DEPOSIT REFUND	258.70
350224 WILEY, ROBERT	BERTH DEPOSIT REFUND	184.00
Marina Administration		
350155 AT AND T MCI	PHONE	79.82
350161 BAY CITIES PYROTECTOR	FIRE HOSE REPAIRS	298.96
350197 NEXTEL SPRINT	CELL PHONE	56.51
350202 PACIFIC GAS AND ELECTRIC CO	GAS	3,138.09
350247 BAY CITIES PYROTECTOR	FIRE SYSTEM CERTIFICATION	250.00
Marina Maintenance		
350314 LOWES COMPANIES INC	SUPPLIES	335.61
921594 HAMMONS SUPPLY COMPANY	SUPPLIES	17.45
921619 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,355.14
641 Prewett Water Park Fund		
Non Departmental		
350213 TAYLOR, KAREN	DEPOSIT REFUND	500.00
350242 BALANAG, JENEEN	DEPOSIT REFUND	500.00

CITY OF ANTIOCH
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Recreation Aquatics

203265 GATTO, SHARON	CLASS REFUND	66.30
350215 TONKINOGAYA, CHRISTINA	CLASS REFUND	193.00

Recreation Water Park

350155 AT AND T MCI	PHONE	47.59
350169 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	16.26
350170 COLE SUPPLY CO INC	SUPPLIES	62.71
350186 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	2,389.00
350202 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,009.11
350211 STEVE WILLIAMS SAFE AND LOCK	SAFE MAINTENANCE	477.46
350259 COLE SUPPLY CO INC	SUPPLIES	166.87
350265 CONTRA COSTA COUNTY	POOL PERMITS	1,774.00
350313 LINCOLN EQUIPMENT INC	SUPPLIES	355.14
350314 LOWES COMPANIES INC	SUPPLIES	73.87
350317 MD SOLUTIONS INTERNATIONAL	AED LICENSE	250.00
350327 OFFICE MAX INC	OFFICE SUPPLIES	750.54
350338 PRAXAIR DISTRIBUTION INC	OXYGEN	109.24
350377 UNIVAR USA INC	CHEMICALS	540.00

Rec Prewett Concessions

350155 AT AND T MCI	PHONE	47.73
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721 Employee Benefits Fund

Non Departmental

350227 24 HOUR FITNESS SPORT	PAYROLL DEDUCTIONS	29.99
350263 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
350264 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
350272 DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
350273 DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
350277 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	59.00
350299 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	972.00
350312 LINA	PAYROLL DEDUCTIONS	4,725.29
350322 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,453.10
350328 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,662.00
350329 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	4,903.56
350333 PARS	PAYROLL DEDUCTIONS	2,706.40
350335 PERS LONG TERM CARE	PAYROLL DEDUCTIONS	72.02
350339 PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,032.49
350360 SOLAR SWIM AND GYM	PAYROLL DEDUCTIONS	27.00
350363 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	950.10
350367 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	250.00
350368 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	60.00
350369 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
350370 STATE OF FLORIDA DISBURSE UNIT	PAYROLL DEDUCTIONS	150.00
350371 TEXAS CHILD SUPPORT DISBURSE UNIT	PAYROLL DEDUCTIONS	422.77
350373 RECIPIENT	PAYROLL DEDUCTIONS	112.15
350378 US DEPT OF EDUCATION	PAYROLL DEDUCTIONS	290.02
350385 XTREME FITNESS	PAYROLL DEDUCTIONS	104.00

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 Finance Accounting

4/2/2014

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
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921543	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	536.75
921544	APOA	PAYROLL DEDUCTIONS	12,934.67
921637	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	44,835.29
921677	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	2,134.26
736 APFA Lone Diamond Reassessment 1998 Fund			
<i>Non Departmental</i>			
350324	NBS LOCAL GOVERNMENT SOLUTIONS	PARCEL FEE AD 27/31	8,748.15

STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE COUNCIL MEETING OF APRIL 8, 2014

FROM: Lynn Tracy Nerland, City Attorney 

DATE: March 27, 2013

SUBJECT: Ordinance Revising Chapter 1 of Title 6 of the Antioch Municipal Code regarding Animals

ACTION:

It is recommended that the City Council adopt the attached ordinance to amend in its entirety Chapter 1 of Title 6 of the Antioch Municipal Code to update the City's existing ordinance regarding animals.

BACKGROUND:

The City Council introduced an ordinance updating the Antioch Municipal Code regarding animal regulations on December 10, 2013. The ordinance was then pulled at the second reading on January 14, 2014 when some members of the public raised concerns about a few issues include the proposed ban on the feeding of feral cats on public property and limits on the number of animals at a home (5 cats, 10 fowl, 10 rabbits and 15 animals total). The matter was continued. Staff proposed a revised ordinance on March 25, 2014 that eliminated the overall limit on animals at a home and allowed a resident to seek a multiple pet permit for more than 3 dogs, 5 cats, 10 fowl or 10 rabbits. This revised ordinance was introduced at the City Council meeting on March 25, 2014.

The updated ordinance provides further regulations regarding animals, including procedures for the impoundment and caring of certain animals. In particular, the amended ordinance clarifies the remedies applicable for citations and appeals under the ordinance; provides for a permit process to keep certain animals including roosters and bees; establishes additional requirements for redeeming impounded animals; updates the procedures related to dangerous and vicious animals; establishes a permit process for multiple pets or kennels; and makes certain acts unlawful including feeding feral cats off one's property and allowing a dog to bark unabated.

FISCAL IMPACT:

There is no direct fiscal impact associated with the adoption of the proposed ordinance.

OPTIONS:

No options are presented as the recommendation is consistent with the Council's prior action.

ATTACHMENTS:

A. Proposed Ordinance

3C
04-08-14

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING
IN ITS ENTIRETY CHAPTER 1, ANIMALS, OF TITLE 6, SANITATION AND HEALTH**

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

SECTION 1. Chapter 1, Animals, of Title 6 (Sanitation and Health) is amended in its entirety to read as follows:

"Chapter 1, Animals

CHAPTER 1: ANIMALS

Article 1: Purpose and Definitions

Article 2: Authority; Entry on Private Property; Procedures; Violations; Remedies

Article 3: Dog Licensing

Article 4: Rabies and Animal Bites

Article 5: Animals: Prohibitions and Requirements

Article 6: Number and Types of Animals

Article 7: Impounding and Disposition of Animals

Article 8: Potentially Dangerous and Vicious Animals

ARTICLE 1: PURPOSE AND DEFINITIONS

§6-1.101 Purpose

§6-1.102 Definitions

§ 6-1.101 PURPOSE.

The purpose of this chapter is to provide standards to safeguard property and the public welfare by regulating and controlling animals and providing for the impoundment and caring for certain animals. (Citations to California Codes in this chapter are for reference.)

§ 6-1.102 DEFINITIONS.

In this chapter, the following definitions apply unless the context requires a different meaning.

ANIMAL. A mammal, avian, reptile, arachnid or fish.

ANIMAL CONTROL or ANIMAL CONTROL SERVICES. The City's Animal Control Division of the Police Department.

ANIMAL CONTROL SUPERVISOR. The City's Animal Control Supervisor or his or her designee. (See Section 6-1.201.)

ANIMAL SERVICES. The Antioch Animal Services Center or any other facility designated by action of the Council for the purpose of impounding and caring for animals found in violation of this chapter, or surrendered to the city by their owners.

AT LARGE. An animal that is: 1) not secured or enclosed on the owner's property; or 2) not under restraint by a substantial leash no longer than 6 feet and within the care, custody and physical control of a competent person authorized to be at that location. An at-large animal does not include a cat.

BARKING DOG. A dog that barks, bays, cries, howls or makes any noise for an extended period of time to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or on private property. An extended period of time consists of incessant barking for 30 minutes or more in any 24-hour period, or intermittent barking for 60 minutes or more during any 24-hour period. A dog shall not be deemed a "barking dog" if at the time the dog is barking: (1) a person is trespassing or threatening to trespass on private property where the dog is situated; or (2) the dog is being teased or provoked.

CAT. A member of the feline species customarily confined or cultivated as a pet.

CHIEF OF POLICE or CHIEF. The City's Chief of Police or his or her designee. (See Section 6-1.201.)

DOG. A member of the canine species customarily confined or cultivated as a pet.

EUTHANASIA. The humane destruction of an animal by a method that involves instantaneous unconsciousness and immediate death, or by a method that involved anesthesia produced by an agent that causes the painless loss of consciousness and death during the loss of consciousness.

FERAL CAT. A cat that is born in or has reverted to the wild, and is not domesticated or tamed.

HORSE. An animal of the genus equus, including, but not limited to, horses, mules, donkeys, and burros.

IMPOUNDED. Taken into the custody of Animal Services. (Food & Ag. Code §31607.)

KENNEL PERMIT. A discretionary permit issued by the City to permit more than 10 dogs in any single dwelling unit or business or to allow dogs to be kept for commercial purposes. See Section 6-1.303(A)(2).

MULTIPLE PET PERMIT. A discretionary permit issued by the City to allow more than 3 dogs at a single dwelling unit or business unit pursuant to Section 6-1.303(A)(1) or more than 5 cats pursuant to Section 6-1.601 and Section 6-1.303(A)(1).

OWNER. A person owning, keeping, or having custody of one or more animals (not including Animal Control Services).

PERSON. An individual, domestic or foreign corporation, partnership, association of any kind, trust, fraternal society, or cooperative.

PET. An animal kept for pleasure rather than utility.

PET SHOP. A premises devoted to the commercial trade or selling of animals for use as pets.

POTENTIALLY DANGEROUS DOG OR ANIMAL. Any of the following, as determined by the City:

(1) a dog or other animal which, when unprovoked, on two separate occasions within the prior 36-month period, engages in any behavior that requires a defensive action by a person or another animal to prevent bodily injury when the person and the dog are: off the property of the dog's owner; or on the property of the dog's owner by invitation or with implied permission. (Food & Ag. Code §31602);

(2) a dog or animal which, when unprovoked, bites a person causing a less severe injury than as defined here as a SEVERE INJURY (Food & Ag. Code §§31602, 31064); or

(3) a dog or animal which, when unprovoked, has bitten, inflicted injury or otherwise caused injury attacking a domestic animal. (Food & Ag. Code §31602.)

PREMISES. A property owned, leased, or rented by a person.

PUBLIC NUISANCE. An animal which engages in behavior specified as defined as a public nuisance under Section 6-1.501, this Chapter 1, elsewhere in the Municipal Code, or state law.

SEVERE INJURY. A physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery. (Food & Ag. Code §31604.)

VETERINARY HOSPITAL. An establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of animal diseases and injuries.

VICIOUS DOG OR ANIMAL. Any of the following, as determined by the City:

(1) a dog or animal seized under Penal Code section 599aa and upon the sustaining of a conviction of the owner under Penal Code section 597.5;

(2) a dog or animal which, when unprovoked, in an aggressive manner inflicts severe injury on or kills a person or a domestic animal;

(3) a dog or animal previously determined to be and currently listed as a potentially dangerous dog or animal which, after its owner has been notified of this determination: continues the behavior described as a potentially dangerous dog or animal; or is not kept indoors or secured on the owner's property. Here, "secured" means contained within a fence or structure suitable to prevent the entry of young children and to confine a vicious dog or animal, designed to prevent the animal from escaping. (Food & Ag. Code §§31603, 31641, 31642 or 31643.)

WILD ANIMAL. An animal that can normally be found in a wild state or is defined as a wild animal under state law. This includes but is not limited to a live raccoon, skunk, fox, opossum, gopher or undomesticated rabbit, rodent or snake.

ARTICLE 2: AUTHORITY; ENTRY ON PRIVATE PROPERTY; PROCEDURES; VIOLATIONS; REMEDIES

- §6-1.201 Authority.
- §6-1.202 Entry on private property.
- §6-2.203 Procedures.
- §6-1.204 Violations; Remedies.
- §6-1.205 Future Ownership of Animals after Violation

§ 6-1.201 AUTHORITY.

This chapter shall be enforced, administered, and directed by the Chief of Police or his or her designated representative. The following are also authorized to enforce this chapter: the Animal Control Supervisor or representative, the Code Enforcement Officer or representative, and all City police officers.

§ 6-1.202 ENTRY ON PRIVATE PROPERTY.

(A) Entry on private property. The Animal Control Supervisor may enter on private property to investigate or enforce a possible violation of this chapter under any of the following circumstances:

- (1) with the written or verbal consent of the property owner or adult person in possession of the property; or
- (2) in an emergency situation when immediate action is required without time to seek a warrant. Examples of an emergency situation include circumstances posing an immediate threat to public health or safety or a situation requiring swift

action to save life, property or evidence. (See *Broden v. Marin Humane Society* (1999) 70 Cal. App. 4th 1212, 83 Cal. Rptr. 2d 235.)

(B) Warrant. The Animal Control Supervisor must obtain a warrant issued by the court before entering private property when there is no consent and no emergency under subsection (A) above. (Code of Civ. Proc. §§1822.50 through 1822.57).

6-1.203 PROCEDURES.

(A) General. A person aggrieved by a decision made under this chapter may appeal that decision to the Board of Administrative Appeals, under Sections 1-4.01 through 1-4.04, or to a hearing officer appointed by the City Manager in a case where a quorum of the Board cannot be convened in a timely manner. However, these procedures do not apply to criminal penalties (§6-1.201 (B)(1)), civil injunctions (§6-1.201 (B)(2)), administration citations (§6-1.201 (B)(3)) or public nuisance abatement (§6-1.201 (B)(4)), each of which is subject to its own procedures.

(B) Examples. Examples of matters that are subject to appeal include:
(1) determination of unlawful act under Section 6-1.501 or other section of this chapter;
(2) denial or revocation of a permit under Article 6 of this chapter; (3) designation as potentially dangerous animal or vicious animal, or conditions related to continued ownership.

(C) Notice, hearing, decision. The notice, hearing and decision procedures are those set forth in Section 1-4.03 and procedures that the Board of Administrative Appeals may adopt.

§ 6-1.204 VIOLATIONS; REMEDIES.

(A) Violations. It is unlawful for a person to violate this Chapter 1, or to fail to comply with a requirement of this Chapter 1. Each day the violation continues is a separate offense.

(B) Remedies Generally. The City may enforce this Chapter 1 by any one or more of the following methods, at the City's discretion:

(1) Criminal penalties. A violation of this Chapter 1 is a misdemeanor, unless the citing officer determines to cite the violation as an infraction based upon the circumstances. Anyone authorized to enforce this Chapter under Section 6-1.201 may investigate complaints and may issue a criminal citation if he or she observes a violation committed in his or her presence. (See Title 1, Chapter 2, of the Antioch Municipal Code regarding penalties.) (Food & Ag. Code §31401.)

(2) Civil injunction and penalties, under Section 1-2.04.

(3) Administrative citations and penalties, under Title 1, Chapter 5 of the Antioch Municipal Code.

- (4) Public nuisance abatement, under Antioch Municipal Code Section 5-1.301 and following and Government Code sections 38773 or other lawful authority.
- (5) Impoundment and/or Quarantine.
- (6) Mandatory surrender of animal.
- (7) Conditions imposed as a condition of permits, or for animals declared to be potentially dangerous or vicious under Section 6-1.803.
- (8) Remedies provided by state law.

(C) State law. When more stringent than the provisions of this chapter, the provisions of the Health and Safety Code, the Penal Code, the Food and Agriculture Code and the California Code of Regulations relating to animal health, control, care, and rabies control shall apply.

§ 6-1.205 FUTURE OWNERSHIP OF ANIMALS AFTER CRIMINAL VIOLATION

A person convicted of violating or permitting violations of this chapter or related state law is prohibited from keeping or harboring within the City an animal of the type, species, group or family to which the conviction applies (including the animal initially causing the violation or nuisance) for a period of three years from the date of the subsequent conviction. (See also Section 6-1.805, Actions after determination: Vicious.)

ARTICLE 3: DOG LICENSING

- §6-1.301 Ownership.
- §6-1.302 Dog licenses required.
- §6-1.303 Multiple pet or kennel permit.
- §6-1.304 License fee.
- §6-1.305 License fee exemptions.
- §6-1.306 Lost tags; Duplication fees.
- §6-1.307 License tags; Display
- §6-1.308 License tags not to be removed without permission from owner; Counterfeit tags.
- §6-1.309 License record keeping.
- §6-1.310 Disposition of fees and fines.

§ 6-1.301 OWNERSHIP.

A person who obtains a dog license under this chapter is, for the purposes of this chapter, the legal owner of the animal described in the license file. That person, and anyone defined as an owner under Section 6-1.102, is responsible for the animal.

§ 6-1.302 DOG LICENSE REQUIRED.

Each owner of a dog which is over the age of four months and which is kept in the City shall obtain an annual license for the dog, beginning with date of the (mandatory) rabies vaccination of the dog and expiring one year later. The owner shall obtain the license within 30 days after the day on which the dog, if over the age of four months, is first owned. The Animal Control Supervisor will issue a license after application and payment of the required fee.

A dog owner may, with proof of multi-year rabies vaccination, choose to renew a license for one, two or three years, with final expiration coincident with the expiration of the rabies vaccination. (Food & Ag. Code §30801.) A person who acquires a licensed dog must transfer ownership within 30 days, and shall include written notice to Animal Control of the name and address of the former owner.

§ 6-1.303 MULTIPLE PET OR KENNEL PERMIT.

(A) Permit required.

(1) Multiple pet permit. No more than 3 dogs over six months of age may be kept, harbored, possessed or maintained for more than 30 days in a single dwelling or business unit without a multiple pet permit.

(2) kennel permit. No dogs for commercial purposes may be kept, harbored, possessed or maintained in any single dwelling or business unit without a kennel permit. *Commercial purposes* includes but is not limited to: boarding, training, or wholesaling of animals; but does not include the sale of individual animals to private owners.

(3) Exemptions.

(a) A veterinary hospital is not required to obtain a multiple pet permit or kennel permit unless the hospital also offers boarding or breeding services separately from hospital services.

(b) A person holding dog fancier permit on the effective date of this chapter need not obtain a multiple pet permit until the end of the term of the dog fancier permit.

(4) Wearing license tag. A dog for which a license is required under a multiple pet or kennel permit, which is removed for more than one day from the permitted premises, shall wear its current, valid license tag unless performing in the capacity of hunting, working, obedience, tracking or showing.

(B) Application.

(1) The application for a multiple pet permit or a kennel permit shall include a written application to the Animal Control Supervisor accompanied by an application fee.

(2) The Animal Control Supervisor may promulgate regulations governing the application and issuance of permits, consistent with this section.

(3) An application for a multiple pet permit or kennel permit shall list each dog to be included and show:

(a) Facilities exist at the location to adequately secure, feed, house and maintain the animals;

(b) Possession and maintenance of the animals at the location has not resulted in, and is not likely to result in the animals being subjected to neglect, suffering, cruelty or abuse;

(c) Within the prior three years, neither the applicant, the owner, nor the possessor of the animals has: had a city or county permit or license revoked; been issued an administrative citation or found civilly liable for a violation of this chapter or any law regulating animals; or been convicted for a violation of this division or any law regulating animals;

(d) All dogs maintained under a multiple pet permit shall be confined on the premises and shall be enclosed in a secure shelter during the hours of darkness, except when they are shown, exercised, tried, worked, hunted, or trained under the owner's control;

(e) A current rabies immunization certificate issued by a veterinarian for each dog listed.

The required showing may be made by declaration under penalty of perjury.

(C) Decision.

(1) Inspection; Notification. Before approving an application, the Animal Control Supervisor shall inspect the premises and notify adjacent property owners and tenants within 300 feet of the proposed use for multiple pets or a kennel. Adjacent property owners and tenants will be given at least 10 calendar days to provide written or verbal comments regarding any complaints, noise or odor.

(2) Decision. The Animal Control Supervisor shall notify neighbors that a permit application has been filed, under subsection (C)(1) above, and allow them 10 days to provide comments to the Supervisor. After the 10 calendar days, the Supervisor shall determine whether the application will be approved (subject to conditions) or denied, and shall notify the applicant in writing of the decision.

(3) Approval and conditions. The Animal Control Supervisor may approve the permit subject to reasonable conditions.

(4) Term of permit; Renewal. The permit is valid for one year. A multiple pet permit or kennel permit shall be renewed without review upon the filing of a complete application and payment of the necessary fees, unless the City has received or lodged any complaint concerning the permitted location within the last year.

(D) Fees. Multiple pet permit fees, kennel permit fees, application fees, and late permit fees are established by resolution of the City Council. The fees for the initial application and any application after complaints are received or lodged shall include the cost of inspecting the premises.

Late fees are payable upon the failure to obtain a multiple pet permit or a kennel permit within sixty days of keeping, harboring, possessing or maintaining animals in excess of those specified in subsection (A), or upon the failure to pay a renewal permit fee within 60 days after it is due.

(E) Breeding limitation. A person holding a multiple pet or kennel permit may allow the parturition and rearing of no more than one litter per bitch registered by a nationally recognized dog registering body in any one calendar year.

§ 6-1.304 PERMIT FEE.

(A) The permit fee is established by resolution of the City Council. Permit fees are nonrefundable.

(B) An added late fee shall be charged for late licensing.

(C) The owner of a dog which has been permitted for the current year in any other political subdivision of the state, or in any other state which has the same licensing requirements, may have the permit validated for use in the City for the remainder of the year, for a fee set in the master fee resolution.

(D) A dog redeemed or adopted in the City, but residing outside the City, is not required to pay a license fee to the City.

§ 6-1.305 LICENSE FEE EXEMPTIONS.

(A) Assistance dog. A dog being raised, trained and used as a guide dog, signal dog or service dog shall be licensed without a fee while so owned and used, but is not exempt from registration or from any required vaccinations. (Food & Ag. Code §30850.)

Whenever a person applies for an assistance dog identification tag, the person shall sign an affidavit stating as follows:

“By affixing my signature to this affidavit, I hereby declare I fully understand that Section 365.7 of the Penal Code prohibits any person to knowingly and fraudulently represent himself or herself, through verbal or written notice, to be the owner or trainer of any canine licensed as, to be qualified as, or identified as, a guide dog, signal dog, or service dog, as defined in subdivisions (d), (e), and

(f), respectively, of Section 365.5 of the Penal Code and paragraph (6) of subdivision (b) of Section 54.1 of the Civil Code, and that a violation of Section 365.7 of the Penal Code is a misdemeanor, punishable by imprisonment in a county jail not exceeding six months, by a fine not exceeding one thousand dollars (\$1,000), or by both that imprisonment and fine.”

Upon the death or retirement of an assistance dog, the owner or person in possession of the assistance dog identification tag shall immediately return the tag to Animal Control.

(B) Law enforcement. A dog used by a governmental agency for law enforcement purposes shall be licensed without a fee, but is not exempt from registration or from any required vaccinations. Verification shall be presented upon request.

§ 6-1.306 LOST TAGS; DUPLICATION FEES.

If a license is lost, Animal Services may issue a new license after payment of the required fee, stated in the master fee resolution.

§ 6-1.307 LICENSE TAGS; DISPLAY.

The license tag shall be attached securely to collar or harness upon the dog for which issued at all times the dog is within the City and not confined indoors. The owner shall show the license tag at any time upon request by the Animal Control Supervisor or other enforcement officers.

§ 6-1.308 LICENSE TAGS NOT TO BE REMOVED WITHOUT PERMISSION FROM OWNER; COUNTERFEIT TAGS.

No person shall remove a license tag from a dog without the permission of the owner, expressed or implied. No person shall counterfeit or imitate a dog license tag or make any unauthorized substitution of license tags.

§ 6-1.309 LICENSE RECORD KEEPING.

The City shall keep a permanent record of all animals registered under this chapter until the City is notified that the animal has been removed from the City or has been lost or stolen or has died. The person registering the animal remains liable for the acts of the registered animal until notice is given to the Animal Control Supervisor of the sale or transfer of the animal, the removal of such animal from the City, or the death or loss of such animal. (Food & Ag. Code §30502.) If an Animal Control Supervisor determines an animal to be potentially dangerous or vicious under Sections 6-1.803, he or she shall include the potentially dangerous or vicious designation in the registration records of the dog. (Food & Ag. Code §31641.)

§6-1.310 DISPOSITION OF FINES AND FEES.

Fees for the issuance of dog license tags, and the fines collected, shall be used in the following order of precedence: (1) to pay fees for the issuance of dog license

tags; (2) to pay fees, salaries, costs and expenses for the enforcement of this Chapter. (Food & Ag. Code §30652.)

ARTICLE 4: RABIES AND ANIMAL BITES

- § 6-1.401 Rabies vaccination required.
- § 6-1.402 Rabies reports.
- § 6-1.403 Biting report; Impoundment and quarantine of animal.

§ 6-1.401 RABIES VACCINATION REQUIRED.

(A) Each dog owner shall procure a rabies vaccination by a licensed veterinarian upon the dog attaining the age of four months, and at intervals not later than the expiration date on the vaccination certificate. The veterinarian shall issue a certificate to the owner showing the following:

- (1) The veterinarian's name and business address;
- (2) The name and description of the dog;
- (3) The date of the vaccination; and
- (4) The expiration date of the vaccination.

Each dog owner shall show a copy of the vaccination certificate upon the request of an Animal Control Supervisor or other enforcement officer.

(B) The veterinarian may issue an exemption if a rabies vaccination would be detrimental to the health of the dog.

(C) The certificate of vaccination is required before the City will issue a dog license under Section 6-1.302.

§ 6-1.402 RABIES REPORTS.

(A) Rabies is declared to be a reportable disease. Each veterinarian practicing within the City, and every person providing professional medical treatment for an animal bite by a species subject to rabies, shall immediately notify Animal Services or the Police Department.

(B) Every veterinarian practicing within the City shall provide Animal Services with a copy of every rabies immunization certificate which is issued.

§ 6-1.403 BITING REPORT; IMPOUNDMENT AND QUARANTINE OF ANIMAL.

(A) Owner reporting and quarantine instructions. The owner of an animal which bites or scratches (with skin broken) a person shall immediately (1) notify Animal Services or the Police Department, giving the name and address of the person bitten or scratched, if known, and (2) obey any quarantine instructions given by the responding officer. Failure to obey the quarantine instructions is cause for the impoundment of the animal for the quarantine period.

It is also the duty of every physician or other medical practitioner to report to the Animal Shelter or Police Department the names and addresses of persons treated for bites inflicted by animals, together with other information as will be helpful in rabies control.

(B) Quarantine requirement. Each animal in violation of the Rabies Control Act (Cal. Health and Safety Code Sections 121575-121710), or of the rabies control provisions of this chapter, shall be quarantined or impounded, and is subject to destruction in some humane manner. Such animals are also subject to other disposition as provided by this chapter.

(1) General. Each animal that has bitten a person or is suspected of having been exposed to rabies shall be securely quarantined at the discretion of the Animal Control Supervisor and at the owner's expense. Upon demand by the Animal Control Supervisor, the owner shall immediately surrender the animal.

(2) Location of quarantine. At the discretion of the Animal Control Supervisor, the quarantine may be on the premises of the owner, at the Animal Shelter or at a veterinary hospital of the owner's choice. In the case of a stray animals or an animal whose owner is not known, the quarantine shall be at the Animal Shelter.

(3) Time period. The animal shall be quarantined for a period of 10 days.

(4) Release; Fees. The animal shall not be released from quarantine except by written permission of the Animal Control Supervisor. The owner may reclaim the animal if the animal is adjudged free from rabies. Before the release, the owner shall pay board fees if applicable and comply with licensing provisions. (See Section 6-1.302.)

(5) Rabies diagnosis. When an animal under quarantine has been diagnosed as being rabid, or is suspected by a licensed veterinarian as being rabid, and dies while under observation, the Animal Control Supervisor shall immediately send the animal's head to the appropriate health department for pathological examination, and shall notify the proper public health officer of reports of contacts and the diagnosis made of the suspected animal.

(C) Self-defense. No person shall kill, or cause to be killed, any rabid animal, any animal suspected of having been exposed to rabies, or any animal biting a human, unless in self-defense or the defense of others, except as provided in this section, nor remove the animal from the City without written permission from the Animal Control Supervisor.

ARTICLE 5: ANIMALS: PROHIBITIONS AND REQUIREMENTS

- § 6-1.501 Unlawful acts.
- § 6-1.502 Animal care.
- § 6-1.503 Dogs to be leashed in public places.
- § 6-1.504 Striking animal with a motor vehicle.
- § 6-1.505 Animals not to be sold as pets or novelties; No prizes.
- § 6-1.506 Disposal of carcasses.

§ 6-1.501 UNLAWFUL ACTS. It is unlawful for a person owning an animal to do any of the following. A violation of this section is also a public nuisance, under Section 1-2.01(D):

- (A) Abandon the animal, except to surrender it to the Animal Shelter or Animal Control Supervisor; (Penal Code §597s.)
- (B) Fail to license a dog over the age of four months, or allow a dog to leave its premises when the dog does not have a current license affixed to its collar; (Food & Ag. Code §30951.)
- (C) Allow an animal to be at large (or to be at a public park, playground or school unless under leash restraint); (See Definition of "at large" at §6-1.102.)
- (D) Allow a dog to enter on private property without the consent of the person in possession of the property or to damage or destroy a lawn, tree, shrub, or other planting or any other improvement or thing of value on the property;
- (E) Allow an animal to defecate on public property or private property of another without immediately cleaning up. The owner of each animal is responsible for the immediate removal of any excreta deposited by the animal anywhere but the owner's own property, and the sanitary disposal of the removal;
- (F) Fail to clean up excreta on one's own property within a reasonable period of time;
- (G) Allow a barking dog or another animal-related noise that continues for 30 minutes or more in any 24-hour period or intermittently for 60 minutes or more during any 24-hour period causing disturbance to any person regardless of whether the animal is physically situated on private property; (See Definitions at §6-1.102.)
- (H) Allow a female dog to roam at large or remain accessible to other roaming dogs while the dog is in heat or breeding condition; (Food & Ag. Code §30954.)

- (I) Allow an animal to be tethered or leashed on any street or other public place unattended, except temporary tethering or leashing (or tying in an appropriate and safe place) as the owner enters a store or public place for a specific purpose. In no case shall the temporary tethering exceed 15 minutes; (Hlth. & Saf. Code §122335; Penal Code §597t.)
- (J) Tether, fasten, chain, tie or restrain a dog to a dog house, tree, fence or other stationary object for any longer than three hours in a 24-hour period, except: (1) to a running line, pulley, or trolley system (without a choke or pinch collar); (2) as required by a camping or recreational area; or (3) other exception permitted under Health and Safety Code section 122335;
- (K) Harbor or feed a feral cat except on one's own property;
- (L) Beat, cruelly ill-treat, torment, tease, overload, overwork, or otherwise abuse an animal, nor cause, instigate, or permit any dogfight, cockfight, or combat between animals or animals and humans, excluding police canines. No parent may allow his minor child to so treat any animal; (Penal Code §597.)
- (M) Own, keep or train a dog with the intent that the dog engage in an exhibition of fighting; or cause a dog to fight with or injure another dog, for amusement or gain; or permit either of those actions on premises under his or her control. (Penal Code section 597.5.)
- (N) Expose any known poisonous substance, whether mixed with food or not, so that the substance is liable to be eaten by an animal (except for a person to expose on his own property common rat poison mixed only with vegetable substances for the sole purpose of combating rat infestation);
- (O) Permit an animal to engage in conduct that would constitute a public nuisance;
- (P) Refuse to obey the conditions of a lawfully imposed quarantine;
- (Q) Refuse to display an animal to the Animal Control Supervisor upon his or her request;
- (R) Interfere with, obstruct, or hinder an Animal Control Supervisor or health officer in the discharge of the officer's duties under this chapter or state laws related to animal care and control;
- (S) Violate this chapter or any state law regarding animals.

§ 6-1.502 ANIMAL CARE.

(A) Food, water, shelter, veterinary care. No owner shall fail to provide his or her animal(s) with: adequate feed and water; proper, clean, and sanitary shelter and protection from the weather; and veterinary care when needed to prevent suffering. (Penal Code §§597.1, 597f.)

In this section, "adequate feed" means the provision at regular intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff, served in a sanitary container, suitable for the species and age, and sufficient to maintain a reasonable level of nutrition in each animal involved. "Adequate water" means constant access to a supply of clean, fresh, potable water, provided in a sanitary manner, or provided at regular intervals for the species, never to exceed 24 hours at any interval.

(B) Overcrowding; sanitation. No person shall keep an animal overcrowd in any crate, box, or other receptacle, or fail to provide sanitation for the animal in the crate, box, or other receptacle.

(C) Confinement in vehicle.

(1) No person shall leave an animal confined in a motor or other vehicle without adequate ventilation that would deleteriously affect the ambient temperature immediately surrounding the animal. If an animal is so confined, the Animal Control Supervisor, or any other enforcing authority, may enter the vehicle by whatever reasonable force is necessary to release the animal, without any liability upon the City or the enforcing authority for resulting damages. An animal in or on a vehicle is deemed to be upon the property of the vehicle's operator. (Penal Code §597.7.)

(2) No person shall transport an animal on a public street in a vehicle unless the animal is totally enclosed within the vehicle, within a secured container carried on the vehicle, or securely cross-tethered to the vehicle in such a way as to prevent the animal from falling out of or off the vehicle, and to prevent injury to the animal.

§ 6-1.504 STRIKING ANIMAL WITH A MOTOR VEHICLE.

Any person who, as the operator of a motor vehicle, strikes a non-wild, domesticated animal shall stop at once and render such assistance as may be possible and shall attempt to locate the animal's owner and inform him or her of the collision. If the owner cannot be ascertained and located, the operator shall immediately report the location of the injured animal to the Animal Shelter or to an appropriate law enforcement agency.

§ 6-1.505 ANIMALS NOT TO BE SOLD AS PETS OR NOVELTIES; NO PRIZES.

(A) No sale as pet or novelty; No prize. No person shall sell, offer for sale, barter, give away, or publicly display a dog, cat or other animal (including but not limited to baby chicks, ducklings, or other fowl) as pets or novelties. (See Penal Code §597.3.) No person shall give away a live animal as a prize for or as an inducement to enter: a

contest, game, or competition; a place of amusement; or business agreement to attract trade. (Penal Code §599.)

- (B) Exception. This section shall not be construed to prohibit:
- (1) the sale or display of natural chicks or ducklings in proper brooder facilities by hatcheries or stores engaged in the business of selling them to be raised for domestic consumption or commercial purposes; or
 - (2) the sale or display in humane display facilities of a dog, cat or other animal by a pet store engaged in the business of selling them, or animal shelter engaged in placing the animal as a pet; or
 - (3) the sale or gift of a pet or its offspring by the owner as a family pet, from the owner's private property.

§ 6-1.506 DISPOSAL OF CARCASSES.

A person possessing a dead animal shall take the responsibility of disposing of it in a safe and sanitary manner that does not pollute drinking water. Upon the receipt of information that the body of an animal has not been properly disposed of in accordance with this section, the Animal Control Supervisor shall dispose of the body, and charge the costs to the owner, if known.

ARTICLE 6: NUMBER AND TYPES OF ANIMALS

- § 6-1.601 Permit procedures.
- § 6-1.602 Keeping animals and bees.
- § 6-1.603 No livestock within City limits; Horse stables.

§ 6-1.601 PERMIT PROCEDURES. Whenever a permit is required under this Article 6, the permit procedures in Section 6-1.303 apply. In addition to other requirements, the Animal Control Supervisor must first determine that the keeping of an animal, bird or bees is not likely to result in harm to the creature, create a public nuisance or health hazard, or cause an unreasonable disturbance to the neighborhood due to odors, noise or the creature's behavior.

§ 6-1.602 KEEPING ANIMALS AND BEES.

(A) Number of dogs. It is unlawful for a person to keep more than three dogs that are required to be licensed at any residence in the City, without first obtaining a multiple pet or kennel permit under Section 6-1.303.

(B) Number of cats. It is unlawful for a person to keep more than five cats without a permit issued under Section 6-1.601.

(C) Number of fowl. It is unlawful for a person to keep or maintain more than ten total ducks, geese, chickens or other fowl, without a permit issued under Section 6-1.601. No person may keep a rooster without a permit under Section 6-1.601.

Fowl shall be kept in enclosures located a minimum of 20 feet from any dwelling, church, or school (except with permission on school premises). Such enclosures shall be maintained in a clean manner.

(D) Rabbits. It is unlawful for a person to keep or maintain more than ten domesticated adult rabbits on any parcel within the City, without a permit issued under Section 6-1.601. Cages and runs shall be kept clean.

(E) Bees. Bees may only be kept in an agricultural or open space zoning district and with a permit from the Animal Control Supervisor. (See Section 6-1.601.)

(F) 3/4 acre requirement. It is unlawful for a person to keep or maintain a horse, mule, cow, sheep, goat, pig, or wild animal, except dogs and cats and other household pets, except in an enclosed area for the animal of not less than three-fourths of an acre, and then only with a permit. (See Section 6-1.601.)

(G) Racing pigeons. A member of a recognized racing pigeon club may keep an unlimited number of banded racing pigeons or fancy birds upon obtaining a permit from the Animal Control Supervisor. (See Section 6-1.601.) The keeping of such birds is subject to the following minimum conditions:

- (1) Aviaries shall be of sound construction and properly maintained to conform with the surrounding area.
- (2) The location is subject to inspection by the Animal Control Supervisor at reasonable times.
- (3) Aviaries shall be cleaned regularly, maintained in a sanitary condition, and kept free of organic materials which may cause offensive odors or allow the propagation of flies and other insects.
- (4) Feed shall be stored in containers which protect against rodents and insects.
- (5) The cage size and specifications shall conform to the rules and regulations of the racing pigeon organization.

§ 6-1.603 NO LIVESTOCK WITHIN THE CITY LIMITS; HORSE STABLES.

No person shall stable, keep, pasture or maintain horses or bovine animals within the City, unless expressly allowed to do so by the zoning ordinance. This section does not apply to a circus, carnival, or show permitted to operate in the City.

Each person who stables, keeps, pastures, or maintains a horse within the City shall keep the stable or enclosure clean and free from manure, mud, and everything of a foul and unclean nature.

ARTICLE 7: IMPOUNDING AND DISPOSITION OF ANIMALS

§ 6-1.701 Stray animals.

- § 6-1.702 Impounding animals found running at large
- § 6-1.703 Disposition of impounded animals.
- § 6-1.704 Redemption.
- § 6-1.705 Sterilization.
- § 6-1.706 Surrender of animals.

§ 6-1.701 STRAY ANIMALS

A person who picks up a stray or lost animal shall report it to Animal Services within eight hours, and shall release the animal to the enforcing authority upon demand.

§ 6-1.702 IMPOUNDING ANIMALS FOUND RUNNING AT LARGE

(A) The Animal Control Supervisor may seize and impound an animal found at large or in violation of this chapter. (Food & Ag. Code §31101.) A seized animal will be impounded at the Animal Shelter and confined there in a humane manner.

(B) When a dog is found at large, and its ownership is known to the Animal Control Supervisor, the dog need not be impounded. The Animal Control Supervisor, at his or her discretion, may return the animal to its owner and cite the dog owner under Section 6-1.501.

§ 6-1.703 DISPOSITION OF IMPOUNDED ANIMALS

(A) The City will keep an impounded dog or cat for:

- (1) if licensed, bears owner identification or is known to the Animal Control Supervisor, for at least 10 days that the shelter is open;
- (2) if the dog or cat is unlicensed and bears no identification, for at least 4 days that the shelter is open. (Food & Ag. Code §31108.)

(B) Upon delivering the animal to Animal Services, the Animal Control Supervisor shall send a written notice of impoundment by email or mail to the licensed or registered owner of the animal, if known, at the address as shown on the records of the Animal Services. The Animal Control Supervisor shall scan the animal for a microchip that identifies the owner. (Food & Ag. Code §31108(c).) The notice shall state that the animal has been impounded and shall give the location of impoundment. The notice shall also state that if the animal is not claimed within the period specified in the notice, the animal will be disposed of by placing it in another suitable home or by euthanizing the animal.

(C) The owner may recover the dog, cat, or other animal picked up and impounded under this chapter only upon payment of the charges and costs of redemption of impounded animals. (See Section 6-1.705 below.) The owner is liable for the costs whether or not the owner redeems the animal.

The owner's refusal or failure to pay the fees and charges, after due notification, constitutes his or her abandonment of the animal.

(D) A licensed dog not redeemed by the owner within 10 days after mailing or emailing the notice shall be disposed of as though the dog was an unlicensed dog when impounded. If the Animal Control Supervisor determines that the animal will not be claimed, represents a health hazard to the other animals maintained at the shelter, is of a wild nature, or is severely injured, he or she may order the animal to be placed in a suitable home or euthanized.
(Food & Ag. §31108.)

§ 6-1.704 REDEMPTION.

(A) The owner may redeem an animal taken up and impounded under this chapter at any time before the actual disposal of the animal, by presenting suitable evidence of ownership. (Food & Ag. Code § 31108.5.) No animal will be released until the owner has:

- (1) paid redemption fees and any fees and penalties authorized by this chapter. The fees may include, but are not limited to: impound fee; boarding (care and feeding); microchip fee; dog license; vaccination; veterinary fees, if injured; investigation; spaying or neutering; special tag and investigation if determined to be potentially dangerous or vicious;
- (2) signed a declaration of ownership, made under penalty of perjury, to justify the release of the animal declaring ownership. However, the Animal Control Supervisor may refuse to release the animal if there is reasonable cause to believe that the information contained in the declaration is untrue or incorrect and, in that case, may require additional evidence of ownership as the Animal Control Supervisor may determine; and
- (3) paid the fine specified under Food and Agriculture Code section 30804.7 for any nonspayed or unneutered dog that is impounded.

(B) No dog shall be released from impoundment until the dog has been licensed or registered. No dog or cat shall be released from impoundment until the animal has been implanted with a microchip identification and, after the second impoundment, until the animal has been spayed or neutered.

(C) The Animal Control Supervisor, at his or her discretion, may refuse to permit the redemption of any animal impounded under this chapter, or any other county, state, or municipal law, until the need for the retention of such animal no longer exists. The City shall bear the cost of the continued retention, after any request of redemption and tendering of all other costs and fees by the owner.

§ 6-1.705 STERILIZATION.

No unclaimed dog or cat shall be released for adoption without:

- (1) being sterilized; or
- (2) a written agreement from the adopter guaranteeing that the animal will be sterilized and a sterilization deposit made. The sterilization fee deposit is established by resolution of the Council. If the animal is not sterilized within 14 business days after the date of purchase, the sterilization deposit collected at the

time of adoption will be considered abandoned and the money applied to the General Animal Control Fund for use as the City may determine. (Food & Ag. Code §30503.)

§ 6-1.706 SURRENDER OF ANIMALS.

(A) For disposal. At the request of a person not operating a commercial establishment for the sale and/or care of animals, the Animal Control Supervisor shall accept and dispose of any small animal, such as a dog, cat, bird, or rabbit, lawfully in the possession of the person.

(B) For adoption. An owner may surrender an animal to the Animal Control Supervisor for placement for adoption. It is understood that no guarantee of placement will be made, and euthanasia will be at the discretion of the Animal Control Supervisor. A surrender fee is established by resolution of the Council.

ARTICLE 8: POTENTIALLY DANGEROUS AND VICIOUS ANIMALS

§ 6-1.801 Purpose; Definitions.

§ 6-1.802 Seizure and impoundment.

§ 6-1.803 Determination of potentially dangerous or vicious dog or animal.

§ 6-1.804 Actions after determination: potentially dangerous.

§ 6-1.805 Actions after determination: vicious.

§ 6-1.806 Inspections.

§ 6-1.801 PURPOSE; DEFINITIONS.

(A) Purpose. The purpose of this article 8 is to reduce the risk of serious attacks or bites by dogs or other animals. This article sets forth the procedures for finding an animal potentially dangerous or vicious and subject the animal to appropriate controls and enforcement actions. (Hlth. and Saf. Code §§ 31601 and following; Food & Ag. Code §§31601-31683.)

(B) Definitions. In this Article 8:

POTENTIALLY DANGEROUS DOG OR ANIMAL. Any of the following, as determined by the City:

(1) a dog or other animal which, when unprovoked, on two separate occasions within the prior 36-month period, engages in any behavior that requires a defensive action by a person or another animal to prevent bodily injury when the person and the dog are: off the property of the dog's owner; or on the property of the dog's owner by invitation or with implied permission. (Food & Ag. Code §31602);

(2) a dog or animal which, when unprovoked, bites a person causing a less severe injury than as defined here as a SEVERE INJURY (Food & Ag. Code §§31602, 31064); or

(3) a dog or animal which, when unprovoked, has bitten, inflicted injury or otherwise caused injury attacking a domestic animal. (Food & Ag. Code §31602.)

SECURE ENCLOSURE. A kennel, pen or structure with secure sides and a secure, attached top. The kennel or pen shall be constructed in a manner so that it cannot be broken down by any action of the confined animal. All structures used for confinement of a vicious animal must be locked with a key or combination lock of sufficient strength to ensure confinement of the animal. The structures must be erected on a secure bottom or floor constructed of concrete or other material sufficient to prevent the animal from digging free. A vicious animal enclosed in a house, apartment, building or similar structure is allowed only where the windows and doors of the structure are secured to prevent the animal from exiting without the assistance of the owner or other person in control. (See also Food & Ag. Code §31605.)

SEVERE INJURY. A physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery. (Food & Ag. Code §31604.)

VICIOUS DOG OR ANIMAL. Any of the following, as determined by the City:

(1) a dog or animal seized under Penal Code section 599aa and upon the sustaining of a conviction of the owner under Penal Code section 597.5;

(2) a dog or animal which, when unprovoked, in an aggressive manner inflicts severe injury on or kills a person or a domestic animal;

(3) a dog or animal previously determined to be and currently listed as a potentially dangerous dog or animal which, after its owner has been notified of this determination: continues the behavior described as a potentially dangerous dog or animal; or is not kept indoors or secured on the owner's property. Here, "secured" means contained within a fence or structure suitable to prevent the entry of young children and to confine a potentially dangerous or vicious dog or animal, designed to prevent the animal from escaping. (Food & Ag. Code §§31603, 31641, 31642 or 31643.)

Other definitions in Section 6-1.102 also apply unless the context indicates or requires a different meaning.

6-1.802 SEIZURE AND IMPOUNDMENT.

If upon investigation the Animal Control Supervisor or law enforcement officer determines that probable cause exists to believe a dog or animal poses an immediate threat to public safety, then the Animal Control Supervisor or law enforcement officer

may seize and impound the animal pending the opportunity for hearing under this section. (Food & Ag. Code §31625.) The animal's owner is liable to the City for the fees and costs of keeping the animal if it is determined to be potentially dangerous or vicious. At the Supervisor's discretion, the animal may be quarantined on the owner's property in an approved enclosure. (Food & Ag. Code §31605 regarding enclosure. See also Definitions at §6-1.801(B).) (See Section 6-1.705(A) regarding fees and costs.)

6-1.803 DETERMINATION OF POTENTIALLY DANGEROUS OR VICIOUS DOG OR ANIMAL.

(A) Determination. In making a determination regarding whether the animal is potentially dangerous or vicious, the Animal Control Supervisor shall take into account the severity of the injury, the number of attacks, and the circumstances. No dog or animal may be declared potentially dangerous or vicious if:

- (1) the injury or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the owner's premises, or was teasing, tormenting, abusing or assaulting it, or was committing or attempting to commit a crime.
- (2) if it was protecting or defending a person within the immediate vicinity of the dog or animal from an unjustified attack or assault.
- (3) any other exception applies under Food & Agriculture Code §31626.

(B) Notice to owner; Appeal.

(1) The Animal Control Supervisor or law enforcement officer shall attempt to notify the animal owner of the animal in writing of the impoundment and of the determination that the dog or animal is determined to be potentially dangerous or vicious. The notification shall include any requirements to be imposed upon the restraint and enclosure of the animal, or if the animal is proposed to be euthanized.

The City may also notify the property owner, police department, fire department, post office and any utility companies of the determination and any requirements.

(2) The notice shall also contain information that the officer's determination may be appealed to the Board of Administrative Appeals, within the time specified in Municipal Code Title 1, Chapter 4, Appeals. The procedures and appeal period shall comply with Food and Agriculture Code sections 31621 through 31625.

(3) The Board of Administrative Appeals may decide all issues for or against the owner of the animal, even if the owner does not appear at the hearing. (Food & Ag. Code §31623.)

(4) The decision of the Board of Administrative Appeals may be appealed to the superior court under Food and Agriculture Code section 31622.

(C) Permit. If not euthanized, an animal designated potentially dangerous or vicious may only be owned, kept or maintained upon issuance of a potentially dangerous or vicious animal permit. The Animal Control Supervisor shall impose conditions upon the ownership and custody of the dog or animal that protect the public health, safety and welfare. (See Section 6-1.804.) The animal owner shall notify the Animal Control Supervisor within two working days if the animal dies or is sold, transferred or permanently removed from the City. (Food & Ag. Code §31643.) The owner is responsible for notifying the subsequent owner of the potentially dangerous or vicious designation.

(D) Violation of conditions. If a determination is made that the owner of the potentially dangerous or vicious animal has violated the conditions of a potentially dangerous or vicious dog permit, the permit is immediately revoked and the animal may be euthanized at the discretion of Animal Control.

6-1.804 ACTIONS AFTER DETERMINATION: POTENTIALLY DANGEROUS.

(A) If the Animal Control Supervisor determines an animal to be potentially dangerous, he or she shall include the potentially dangerous designation in the dog's registration records (Food & Ag. Code §31641), and may order any of the following actions, or a combination of them:

- (1) Prior to release, at the owner's expense and as approved by the City:
 - (a) Have the animal micro-chipped for permanent identification, and identification numbers registered with Home Again Pet Recovery;
 - (b) Have the animal spayed or neutered;
 - (c) Reimburse the City for the cost of keeping the animal, if applicable;
 - (d) Pay a fine, up to \$500 (Food & Ag. Code §31662.);
 - (e) Have current rabies vaccination and dog license;
 - (f) Obtain liability insurance;
 - (g) For security:
 - post a "BEWARE OF DOG" sign at each entry gate to rear and side yards;
 - at the premises, have exit gates and/or doors (including those into the residence and garage) which are self-closing, self-latching and in good working order;
 - install a security screen door on the front door entrance;
 - (h) Sign City's terms and conditions declaration.
- (2) Within 30 days of release:
 - (a) Satisfactorily complete a basic obedience/aggressive dog training course and provide proof of completion to the Animal Control Supervisor;
- (3) At all times:

- (a) Authorize Animal Services to inspect and approve the area(s) of confinement;
- (b) When in public, the dog shall wear a humane muzzle, a dog harness and shall be restrained by a lease no longer than six feet and be under the control of a competent adult who is physically able to restrain the animal. The leash must be capable of restraining four times the weight of the animal. The animal shall not be leashed or tethered at any time to inanimate objects such as trees, posts, or buildings. The muzzling device for the animal must be constructed so that it is impossible for the animal to remove it without human assistance;
- (c) The dog shall not be allowed loose in the front yard. An adult must be present and supervising the dog when it is loose in the side or rear yard;
- (d) When unsupervised in the side or rear yard, the dog must be in a secure enclosure with the gate locked;
- (e) The owner must immediately contact Animal Services if the dog escapes and owner's premises or bites a human or animal;
- (f) Notify any caregiver or custodian of the terms and conditions;
- (g) Have the a animal wear the special red tag indicating the dog is potentially dangerous (or vicious);
- (h) Transportation of the animal shall only be in a locked animal carrier equivalent in construction quality to those used by commercial air carriers. The animal shall not be left unattended or loose in or about any motor vehicle;
- (h) Comply with all applicable animal care and control laws.

(4) Notice of changes. The owner must notify the City before any change in location of the animal, or new ownership, at least seven days before the change. If a new location is in the City, it is subject to the inspection and prior approval of the Animal Control Supervisor. If the new location is outside the City, the Animal Control Supervisor shall notify the animal control department or police department of that City.

(5) Any other appropriate action.

(B) The animal shall be removed from the list of potentially dangerous animals if there are no additional instances of the behavior within a 36-month period. (Food & Ag. Code §31644.)

§6-1.805 ACTIONS AFTER DETERMINATION: VICIOUS.

(A) Actions. If the Animal Control Supervisor determines an animal to be vicious, he or she may order any of the following actions, or a combination of them:

- (1) Any action set forth for a potentially dangerous animal, under Section 6-1.804 above, except that the fine is up to \$1,000; (Food & Ag. Code §31662.)
 - (2) Order the owner to surrender it to the Animal Services Officer for euthanizing; (Food & Ag. Code §31645.)
 - (5) Order that the owner may not own or possess any dog or other animal for a 36-month period; (Food & Ag. Code §31646.)
- (B) Findings. Before allowing a person to keep a vicious animal, the Animal Control Supervisor must make all of the following findings:
- (1) Allowing the person to keep the animal will not result in any detriment or danger to the peace, health or safety of the people in the vicinity of where the animal will be kept;
 - (2) Possession and maintenance of the animal at the location has not resulted in and is not likely to result in the animal being subjected to neglect, suffering, cruelty or abuse;
 - (3) The location is kept clean and sanitary, and the animal is provided with adequate food, water, ventilation, shelter and care at all times.
 - (4) Possession of the animal at the location does not violate any law, code or regulation; and
 - (5) The animal will not be kept at any other location than that specified in the order.
- (C) Euthanizing dangerous dog or animal.
- (1) A dog or animal determined to be vicious may be euthanized by the Animal Control Department when it is found that the release of the animal would create a significant threat to public health, safety and welfare, and: (a) when the time for filing an appeal with the Board of Administrative Appeals has lapsed; or (b) if an appeal is filed, when the Board determined to rule against the appeal; or (c) if the owner has not met the conditions imposed on releasing a vicious animal within 14 days.
 - (2) If there is a violation of this chapter, or a violation of any nonappealable order under this chapter after release of the animal that is observed by the Animal Services Officer, or sworn to in a written affidavit from a complaining party, the Animal Services Officer shall issue an order for the owner or possessor of the vicious animal to surrender the vicious animal to the Animal Control Supervisor for euthanizing. This order is subject to the appeal provisions set forth in Title 1, Chapter 4 of the Antioch Municipal Code.

§6-1.806 INSPECTIONS.

The Animal Control Supervisor may make whatever inspections deemed necessary to ensure compliance with this chapter, the orders or conditions, and any order of the Board of Administrative Appeals."

SECTION 2. CEQA.

This ordinance is not a project within the meaning of Section 15378 of the State CEQA (California Environmental Quality Act) Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 15061 (b) (3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 3. Severability.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4. Effective Date.

This Ordinance shall be effective thirty (30) days from and after the date of its adoption.

SECTION 5. Publication; Certification.

The City Clerk shall certify to the adoption of this Ordinance and cause same to be published in accordance with State law.

I do hereby certify that the foregoing ordinance was introduced by the City Council of the City of Antioch on March 25, 2014 and passed and adopted by the City Council of

the City of Antioch at a regular meeting held on the ___ day of _____, 2014, by the foregoing vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Prepared by: Tina Wehrmeister, Community Development Director *TW*
Date: April 1, 2014
Subject: PD-13-03 – Williamson Ranch Plaza Planned Development Amendment

RECOMMENDATION

It is recommended that the City Council adopt the attached ordinance modifying the Williamson Ranch Plaza Planned Development. (APN 055-011-048, -055, -056, -057)

BACKGROUND INFORMATION

The attached ordinance was introduced by the Council on March 25, 2014. The Council made no changes to the ordinances at this meeting.

FINANCIAL IMPACT

Staff does not anticipate any negative financial impact from adopting the attached ordinance and there would be a positive financial impact from the anticipated sales tax revenue.

OPTIONS

None, the recommended actions are consistent with the City Council's introduction of the ordinance on March 25, 2014.

ATTACHMENTS

None.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
A MODIFICATION OF THE WILLIAMSON RANCH PLANNED DEVELOPMENT (PD)**

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

SECTION 1. Findings. The Antioch City Council hereby finds, determines and declares as follows:

A. The City of Antioch holds the right to make and enforce all laws and regulations not in conflict with general laws, and the City holds all rights and powers established by state law.

B. The Planning Commission conducted a duly noticed public hearing on March 5, 2014 at which it adopted a resolution to recommend approval to the City Council of this ordinance regarding modification of the Williamson Ranch PD Standards. The City Council held a duly noticed public hearing on March 25, 2014 at which all interested persons were allowed to address the Council regarding adoption of this ordinance.

C. The Project will have no impact to the environment beyond what was analyzed in the original Mitigated Negative Declaration approved for the shopping center development in 1998.

D. The modification to the PD Standards is in conformance with the City of Antioch General Plan.

E. The Project is similar in nature to the surrounding development and is requesting similar uses therefore the Project is not detrimental to the surrounding properties.

F. The modifications to the permitted uses will allow a long-term vacant building to be more readily occupied and contribute to the neighborhood and the economy.

SECTION 2. The Williamson Ranch Planned Development Standards are hereby modified to delete the restriction to medical/professional offices for the building at 4851, 4849, 4847, and 4839 Lone Tree Way. These documents are on file at the City of Antioch Community Development Department.

SECTION 3. The permitted uses shall be those allowed in the Williamson Ranch Planned Development Standards for the remainder of the shopping center.

SECTION 4. Publication; Effective Date. This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 25th day of March, 2014 and passed and adopted at a regular meeting thereof, held on the 8th day of April, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor of the City of Antioch

ATTEST:

City Clerk of the City of Antioch

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Prepared by: Mindy Gentry, Senior Planner
Approved by: Tina Wehrmeister, Director of Community Development *TW*
Date: March 26, 2014
Subject: **AutoZone (GP-13-01, SP-13-01, Z-13-01, PD-13-02, V-13-01, UP-13-04, AR-13-04)**

RECOMMENDATION

It is recommended that the City Council adopt the attached ordinance rezoning approximately 0.56 acre, comprising the AutoZone project site (APN: 056-120-086), from Specific Plan (SP) to Planned Development (PD).

BACKGROUND INFORMATION

The ordinance was introduced by the Council on March 25, 2014. The Council changed Section 3 of the ordinance to only allow a retail automotive parts store and any subsequent uses would be required to obtain a use permit.

FINANCIAL IMPACT

Staff does not anticipate any negative financial impact from adopting the attached ordinance and there would be a positive financial impact from the anticipated property and sales tax.

OPTIONS

The recommended action is consistent with the City Council's introduction of the ordinance on March 25, 2014.

ATTACHMENTS

None.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A REZONING OF APPROXIMATELY 0.56 ACRE REFERRED TO AS THE AUTOZONE PROJECT FROM SPECIFIC PLAN (SP) TO PLANNED DEVELOPMENT (PD) DISTRICT

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

SECTION 1. Findings. The Antioch City Council hereby finds, determines and declares as follows:

A. The City of Antioch holds the right to make and enforce all laws and regulations not in conflict with general laws, and the City holds all rights and powers established by state law.

B. The Planning Commission conducted a duly noticed public hearing on February 19, 2014 at which it adopted a resolution that declined to initiate amendments to Title 9 "Planning and Zoning" and recommended that the City Council deny the proposed rezoning approximately 0.56 acres from Specific Plan (SP) to Planned Development (PD) District.

C. The City Council held a duly noticed public hearing on March 25, 2014 at which time all interested persons were allowed to address the Council regarding adoption of this ordinance.

D. The City prepared an IS/MND and MMRP to evaluate the potential environmental impacts of the AutoZone Project, including this Ordinance, in conformance with Section 15063 of Title 14 of the California Code of Regulations (the "CEQA Guidelines"). The City Council deemed the Final IS/MND to be adequate on March 25, 2014.

E. The Final IS/MND and MMRP determined the Project's environmental impacts could be mitigated to a less-than-significant level.

F. The City Council approved a General Plan map amendment changing the Project site's designation from High Density Residential to Neighborhood/Community Commercial. The rezone is in conformance to the General Plan.

G. The City Council approved an amendment to the Specific Plan from Medium High Density Residential (R_H) to Community Retail (C_N). The rezone is in conformance with the Specific Plan.

H. The Project is considered infill development on a site that is presently served by necessary infrastructure improvements and that is substantially surrounded by developed properties.

I. The site is appropriate for commercial use because:

- 1) There are commercial uses across Lone Tree Way and within close proximity to the Project.
- 2) The Project is located on an arterial street, which is consistent with other retail uses within the City of Antioch.
- 3) The Project will provide retail services that will benefit surrounding residential uses.

J. The Project will help to fulfill the commercial and tax revenue-generating goals of the East Lone Tree Focus Area by providing jobs that generate disposable income while increasing retail sales tax to defray the cost of City services.

K. The Project will provide jobs within Antioch and will further the General Plan's goals of providing more of a jobs and housing balance by encouraging businesses to locate in Antioch.

SECTION 2. The real property described in Exhibit A, attached hereto, is hereby rezoned from Specific Plan (SP) to Planned Development (PD) District and the zoning map is hereby amended accordingly. The Final Development Plan, with attachments consisting of various maps, written documents, and renderings of the proposed development along with all conditions imposed by the City of Antioch are hereby incorporated by reference and made a part of this zoning change. These documents are on file at the City of Antioch Community Development Department.

SECTION 3. The permitted use shall be an auto parts store. Any other commercial use requires a Use Permit.

SECTION 4. Development Standards for the AutoZone Planned Development District are presented in **Table 1 – AutoZone Planned Development Standards:**

Table 1 – AutoZone Planned Development Standards

Standard	Required
Minimum Building Site	20,000 sq. ft
Minimum Lot Width	100' (Interior) 100' (Corner)
Maximum Height	32', with exceptions to architectural features encompassing less than 20% of the total roof area and less than 8 feet in height and parapets less than 30 inches in height.
Maximum Lot Coverage	35% (Building Area)/75% Hard Surfaces
Minimum Front and Side Yard	Reserved for landscaping only, excluding access and egress driveways and shall be determined on a graduated scale based upon type of street and land use as follows: Arterial street: Minimum 8-foot setback with landscaping on all frontages. Local street: Minimum 11-foot setback
Minimum Interior Yard	5-foot minimum setback
Minimum Rear Year Yard	10-foot minimum setback
Architectural Requirements	As approved by the Planning Commission (PC). Any substantial deviations from approved architectural plans will require review and approval by PC.
Parking Lot Design	As approved by the Planning Commission (PC), parking lot landscape buffers may be as little as 5 feet and no landscape islands are required within the parking lot.

SECTION 5. Publication; Effective Date. This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 25th day of March 2014 and passed and adopted at a regular meeting thereof, held on the 8th day of April 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Mayor of the City of Antioch

City Clerk of the City of Antioch

EXHIBIT A
LEGAL DESCRIPTION

Real property in the City of Antioch, County Contra Costa, State of California, described as follows:

REAL PROPERTY IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN, SITUATE IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ALSO BEING A PORTION OF THE PROPERTY GRANTED TO CONTRA COSTA COUNTY IN THE DEED RECORDED OCTOBER 07, 1960 IN BOOK 3719 OF OFFICIAL RECORDS AT PAGE 278, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 3 AS SHOWN ON THE MAP OF "SUBDIVISION 8114" FILED MAY 24, 2001 IN BOOK 430 OF MAPS AT PAGE 41, BEING ON THE CENTERLINE OF HEIDORN RANCH ROAD; THENCE ALONG SAID CENTERLINE NORTH 0°32'55" EAST 209.00 FEET; THENCE SOUTH 89°27'05" EAST 44.54 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EXTERIOR BOUNDARY OF SAID COUNTY PARCEL (3719 OR 278), ALSO BEING THE BOUNDARY OF PARCEL "D" AS SHOWN ON SAID MAP (430 M 41), SOUTH 89°27'05" EAST 164.47 FEET; THENCE SOUTH 0°32'55" WEST 155.74 FEET TO A NORTHERLY LINE OF THE PARCEL OF LAND DEEDED TO THE CITY OF ANTIOCH, RECORDED JUNE 13, 1995 IN SERIES NO. 1995-092732; THENCE ALONG SAID PARCEL NORTH 88°58'23" WEST 127.20 FEET TO A POINT; THENCE LEAVING SAID PARCEL NORTH 01°01'37" EAST 0.27 FEET; THENCE NORTH 88°58'23" EAST 1.14 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 31.00 FEET, THROUGH A CENTRAL ANGLE OF 83°37'11", AN ARC LENGTH OF 45.24 FEET; THENCE NORTH 05°21'13" WEST 5.24 FEET; THENCE NORTH 0°32'55" EAST 69.63 FEET TO A TANGENT CURVE CONCAVE TO THE WEST; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 269.00 FEET, THROUGH A CENTRAL ANGLE OF 11°05'26", AN ARC LENGTH OF 52.07 FEET TO THE POINT OF BEGINNING.

APN: 056-120-086

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Prepared by: Justin Pitcher, Aquatic Maintenance Worker 1
Approved by: Ryan Graham, Deputy Director of Community Development/Recreation 
Date: March 12, 2014
Subject: **Recreation Department Concessions Food & Supplies Bid Award
(Bid No. 962-0311-14F)**

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute a contract and issue a purchase order for Recreation Department Concessions Food & Supplies (Bid No, 962-0311-14F) to the lowest bidder, US FOODS, for the remainder of this fiscal year and for the 14/15 and 15/16 fiscal years not to exceed \$55,000 per year with the option to extend the contract an additional two years.

BACKGROUND INFORMATION

The Recreation Department published the request for bids on February 18, 2014. The bid closed on March 11, 2014. One vendor submitted a qualifying bid. Even though only one bid was received staff believes we are receiving a fair price for the goods as the prices are consistent with those we have been paying in recent years and in some cases, a savings is realized.

The vendor will provide goods necessary for the operation of the City's concession stands at the Antioch Water Park and the Worth Shaw Sports Complex. This contract is necessary for the concession stands to operate.

FINANCIAL IMPACT

Funds are allocated in the budget for this contract.

OPTIONS

Council may choose not to approve the bid award. This option is not recommended as the City's current contract for these services is expired. Without a contract the concession stands will not be able to operate.

ATTACHMENTS

None.

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Prepared by: Philip L. Hoffmeister, Administrative Analyst *PH*

Reviewed by: Lynne Filson, Assistant City Engineer *LBF*

Approved by: Ron Bernal, Public Works Director/City Engineer *LBF for*

Date: March 25, 2014

Subject: **Resolution Approving Consolidated Engineer's Report and Declaring Intention to Levy and Collect Assessments for the Hillcrest, Citywide, Downtown, Almondridge, Lone Tree, and East Lone Tree Landscape Maintenance Districts, and Setting Public Hearing (PW 500)**

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution approving the Engineer's Report and setting June 10th, 2014 as the date for the Public Hearing.

BACKGROUND INFORMATION

In Fiscal Year (FY) 2001-02 a Citywide Proposition 218 ballot to create one Citywide Street Light and Landscape Maintenance District (SLLMD), subdivided into four benefit zones, failed by a 70% margin. Following that failed election, Council approved the Engineer's Report for the "existing" or "base assessment" Assessment District. That report, as does this year's, assesses only properties that are subject to assessments that were previously imposed by petition of the developer of the parcel.

The 1972 Street Light and Landscape Maintenance District Act requires that a Registered Civil Engineer prepare an Engineer's Report annually prior to rate setting by the City Council.

The attached Engineer's Report presents maintenance cost estimates based on FY 2014-15 budgets and approximately \$2,100,762 in collected assessments. None of the assessments exceed their respective maximum base rate. Based on previous direction by Council, assessments have been allocated first to cover costs of administration, then to local landscaping, and finally arterials and medians. Any shortfalls are shown as a contribution by the General Fund.

The action of the Council tonight is to approve the receipt of the Engineer's Report and to set a Public Hearing to consider it fully on June 10th, 2014. At that time, staff will recommend that Council confirm the levy of assessments and certify them to the County.

OPTIONS

Two options are presented for Council:

- 1) Approve the receipt of the Engineer's Report and set the public hearing; or
- 2) Not approve the receipt of the Engineer's Report.

If Option 1 is selected, a public hearing will be set for June 10th, 2014 to fully consider the report and levy the assessments.

If Option 2 is selected, not approving the Engineer's Report may cause delays in schedule to submit the levy of assessments to the County Auditors Office. As such, financial penalties would be applied for a late submission.

FISCAL IMPACTS

Street Light and Landscape Maintenance District assessment revenues for FY 2014-15 are estimated at approximately \$2,100,762

Maintenance costs for FY 2014-15 are estimated at approximately \$3,386,915.

ATTACHMENTS

- A: Engineer's Report
- B: Street Light and Landscape Maintenance District Boundary Map

RESOLUTION NO. 2014/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CONSOLIDATED ENGINEER'S REPORT AND DECLARING THE
INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST,
CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE
LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING PUBLIC HEARING
(PW 500)**

WHEREAS, the City Council has ordered the formation of the Hillcrest, Citywide, Downtown, Almondridge, Lone Tree Way, and East Lone Tree Landscape Maintenance Districts; and

WHEREAS, Streets & Highway Code §22620 et seq and Proposition 218 provide the procedures for the levy of annual assessments and the formation of such assessment districts; and

WHEREAS, the engineer of work has filed a report with the City Clerk, setting out the matters required by state law; and

WHEREAS; the City Council hereby approves the Consolidated Engineer's Report as submitted;

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

The City Council hereby approves the Consolidated Engineer's Report as submitted and declares its intention to levy and collect assessments within the Hillcrest, Citywide, Downtown, Almondridge, Lone Tree, and East Lone Tree Landscape Maintenance Districts for the fiscal year 2014-2015.

1. The improvements in each District include maintenance of public landscaping, including but not limited to roadside and medians on collector streets, cul-de-sacs, landscaped trails and open space. No substantial changes are proposed to be made regarding the existing improvements, except the maintenance of new facilities that have been constructed since the last Engineer's Report.
2. The Hillcrest Landscape Maintenance District generally encompass the subdivisions abutting or in the area of Hillcrest Avenue. The Downtown District generally encompasses the commercial downtown area of the City. The Almondridge District generally encompasses the Almondridge subdivision. The Lone Tree District generally encompasses the subdivisions in the area south of Lone Tree Way. The East Lone Tree District generally encompasses the subdivisions in the area east of Vista Grande Drive and west of Empire Avenue. The Citywide District encompasses the remainder of the City, which is not included in one of the above-mentioned districts.

RESOLUTION NO. 2014/**

April 8, 2014

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3. Reference is made to the Consolidated Engineer's Report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment districts, and any zones therein, and the proposed assessments upon assessable lots and parcels within those districts.
4. Notice is hereby given that the City Council will conduct a public hearing on the matter of the levy and collection of assessments as described herein at 7:00 p.m. on June 10th, 2014 at the City Council Chambers, City Hall, Third and "H" Streets, Antioch, California. Public testimony will be allowed at this public hearing regarding the proposed levy and collection of assessments as described herein.
5. The City of Antioch is proposed to be assessed for its proportional street frontage in Downtown District 4, Zone 1.
6. Separate written protests may be filed with the City Clerk, City Hall, Third and "H" Streets, P.O. Box 5007, Antioch, California, 94531-5007 at any time prior to the conclusion of the public hearing on June 10th, 2014. Protests must state all grounds of objection. A protest filed by a property owner must contain the address of the affected property. The City Council will also receive oral testimony and objections.
7. The City Clerk is hereby directed to publish a public hearing notice in the Contra Costa Times, as required by law.
8. None of the proposed assessments are proposed to be increased over the amounts authorized by the ballot measure.

If any person challenges the decision of the City in this matter in court, he or she may be limited to raising only those issues that were raised at the public hearing described in this notice, or in written correspondence delivered to the City at, or prior to, the public hearing.

A copy of the Engineer's Report is available for inspection at the Community Development, Engineering and Development Services Division, 2nd Floor, City Hall, Third and "H" Streets, Antioch, California. Written statements in favor of, or in opposition to this matter, may be filed with the City Clerk, City Hall, Third and "H" Streets (P.O. Box 5007), Antioch CA 94531-5007, at any time prior to the hearing and to be heard thereon. The meeting facility is accessible to the handicapped. Auxiliary aides will be made available, upon request in advance, for persons with hearing or vision disabilities.

RESOLUTION NO. 2014/**

April 8, 2014

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* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof; held on the 8th day of April, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
City Clerk of the City of Antioch

ATTACHMENT "A"



CITY OF ANTIOCH
CONTRA COSTA COUNTY, CALIFORNIA

CONSOLIDATED ENGINEER'S REPORT
FOR THE
CITY OF ANTIOCH
STREET LIGHT AND LANDSCAPE MAINTENANCE
DISTRICT NUMBERS 1, 2A, 4, 5, 9, AND 10
AND THE
LEVY OF THE ANNUAL ASSESSMENT
FOR THE 2014/15 FISCAL YEAR

City of Antioch

April 8th, 2014

Prepared by
City of Antioch
City Engineer
Rowland E. Bernal Jr., P.E.
Lynne B. Filson, P.E., L.S., T.E.
Philip Hoffmeister, Administrative Analyst

STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT
NUMBERS 1, 2A, 4, 5, 9, AND 10
(Pursuant to the Landscaping and Lighting Act of 1972 and Proposition 218)

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City Council.

Dated _____

By _____
Rowland E. Bernal Jr., P.E.
License Expires 12/31/14

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2014.

Arne Simonsen, City Clerk
City of Antioch
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Antioch, California on the ____ day of _____, 2014.

Arne Simonsen, City Clerk
City of Antioch
Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Contra Costa, California on the ____ day of _____, 2014.

Arne Simonsen, City Clerk
City of Antioch
Contra Costa County, California

By _____

Date _____

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I. INTRODUCTION

A. Preamble

In March 2001, Council considered a “reorganized” Street Light and Landscape Maintenance District (SLLMD) that would have created a single citywide District, subdivided into multiple benefit zones. In accordance with Proposition 218, ballots were sent to property owners for their approval/disapproval of that reorganized district. The result of that election was a majority “No” vote defeating the proposal. At its meeting on June 26, 2001, Council voted to approve the “Existing Light and Landscape Maintenance District”, and that assessments could be levied only up to the “base assessments” for each parcel as recorded in Fiscal Year (FY) 2000-2001, (Resolution 2001/63). Since June 2001, new districts and zones have been formed that established a base rate plus an inflationary adjustment equal to the San Francisco Consumer Price Index (CPI) increase for the preceding twelve-month period.

As indicated in previous Engineer’s Reports, most districts and zones did not collect sufficient assessments to finance estimated maintenance costs. Shortfalls were covered by contributions by the City General Fund. In FY 2003-04 Staff presented Council options for increasing assessments to their maximum base rates to reduce those shortfalls. In June 2003, Council decided to increase assessments to their respective maximum base assessments over a 3-year period. The final increment was approved by Council for FY 2005-06; however, some shortfalls remain. Those shortfalls continue to shown as paid by a contribution from the General Fund.

This Annual Consolidated Street Light and Landscape Maintenance Districts Engineer’s Report continues with Council direction and presents maintenance costs for the existing lighting and landscaping districts and zones and assessments.

B. Enabling Legislation

Prior to November 1996, the City of Antioch Street Light and Landscape Maintenance Districts were governed only by the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500, and following) which allows a municipality or other local public agency to establish a special assessment district to raise funds for installing, maintaining and servicing public lighting, landscaping, park and recreational facilities. The revenue to pay for these improvements came from special assessments levied on the land benefiting from the improvements. The local legislative body set the assessment each year after receiving an Engineer’s Report and holding a public hearing. The assessments were collected as a separately stated item on the county tax bill.

During that period, the City Council took five basic steps to levy the assessment:

- Adopt a Resolution Directing Filing of Annual Engineer’s Report
- Preliminarily Approve the Engineer’s Report
- Adopt a Resolution of Intention to Order Improvements
- Conduct a Public Hearing

- Adopt a Resolution Confirming the Diagram and Assessment and Levying the Annual Assessment.

A certified copy of the Engineer's Report and a computer data tape containing the assessment roll were then submitted to the Contra Costa County Auditor for collection of the approved assessments.

With the passage of Proposition 218 in November of 1996, additional actions were required to impose new, or increase existing, assessments. Proposition 218 also exempted "Any assessment imposed pursuant to a petition signed by persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed." For the City of Antioch, the City Attorney has determined that the base amount of assessment that was in effect at the time a new development petitioned for annexation into the district is excluded from the provisions of Proposition 218.

C. Consolidated Engineer's Report

This Consolidated Engineer's Report recommends an assessment for parcels within each of the six Districts in the City of Antioch that are subject to an assessment, up to the base amount. The recommended assessments are based on estimates of the benefits to be received by each assessable parcel for District landscaping and recreational improvements. The benefit estimates are used to apportion costs to each assessable parcel, up to the maximum amount each parcel may be assessed without exceeding the base amount.

The 1972 Act does not specify a method or formula for apportioning costs. The assessment may be apportioned by any formula or method that fairly distributes the costs among all assessable lots or parcels.

This report summarizes the proposed assessment methods and the resulting assessments recommended. The report includes the following:

- Assessment Diagram
- Description of Improvements
- Estimate of Operation and Maintenance costs for FY 2013/2014
- Description of Assessment Methodology
- Summary of Recommended Assessments
- Assessment Roll

II. ASSESSMENT DIAGRAM

A. Assessment Districts

This Consolidated Engineer's Report covers each of the six Street Lighting and Landscape Maintenance Districts within the City of Antioch. Collectively, these six

Districts encompass the entire area of the City that benefits from the improvements to be maintained. The Number and common name of each District is listed below:

**TABLE 1
DISTRICT NUMBERS AND COMMON NAMES**

District Number	Common Name
1	Hillcrest Avenue
2A	Antioch or City-wide
4	Downtown
5	Almondridge
9	Lone Tree Way
10	East Lone Tree Way

District boundaries are depicted on the Assessment Diagram on file with the City of Antioch. The Assessment Diagram shows District boundaries, benefit zone boundaries, and City streets. For a description of lines and dimensions of each lot or parcel within the District, the reader is referred to the Assessor's parcel maps on file at the County Assessor's office. The Assessor's parcel maps are incorporated by reference into the Assessment Diagram. The Assessor's parcel number is adopted as the distinctive designation of each lot or parcel.

B. Zone Boundaries

The Districts are subdivided into one or more benefit zones. These benefit zones indicate areas within which parcels of similar use receive approximately equivalent benefits from District improvements. The dividing lines between benefit zones coincide with major arterial streets or other major facilities (i.e. canal, freeway). Refer to the Assessment Diagram for a description of the zone boundaries.

III. DESCRIPTION OF IMPROVEMENTS

This Section describes the public improvements to be installed, operated, serviced and maintained by the District.

District improvements are generally described as operating, servicing, maintaining, repairing and replacing the following: public landscaping, including improvements for standard City of Antioch cul-de-sacs; public medians, rights-of-way and park sites; weed abatement for publicly owned open space parcels.

PARKS: The cost of contract maintenance and/or City work for maintenance of the neighborhood and community parks listed in Table 2. Park improvements to be maintained include, but are not limited to, tot lots, picnic facilities, landscaping and lighting, and the cost of utilities serving the park.

LOCAL LANDSCAPING: Includes the costs of pruning, irrigation, maintenance planting, debris removal and clean up along the City's trails, cul-de-sac bulbs, and local and collector streets. It also includes both contract and City work associated with weed abatement and the maintenance of firebreaks. Localized landscaping improvements including planters, trees in the public right-of-way, sound walls and entry signs are also maintained under this class of improvement.

MAJOR MEDIAN AND ROADSIDE LANDSCAPING: Includes the costs of pruning, irrigation, maintenance planting, debris removal and clean up along the City's arterial roadway system. Roadways included in this system are A Street, Buchanan Road, Contra Loma Boulevard, Dallas Ranch Road, Davison Drive, Deer Valley Road, Delta Fair Boulevard, East Eighteenth Street, Hillcrest Avenue, James Donlon Boulevard, L Street, Laurel Avenue, Lone Tree Way, Prewett Ranch Road, Somersville Road, West Fourth Street, West Tenth Street, and Wilbur Avenue.

PROGRAM ADMINISTRATION: Includes the costs of acquiring and maintaining equipment necessary to operate the program and conduct maintenance activities and the work of management staff that provide program oversight, scheduling, budgeting and coordination for special work groups.

**TABLE 2
NEIGHBORHOOD AND COMMUNITY PARKS**

District Number	Common Name
1-1	Hillcrest Park
	Nelson Ranch Park
1-2	Country Manor Park
	Deerfield Park
	Knoll Park
	Prewett Community Park
1-4	Meadow Creek Park
2A-1	Barbara Price
	Contra Loma Estates Park
	Fairview Park
	Prosserville Park
2A-2	City Park
2A-3	Jacobsen Park
	Meadowbrook Park
2A-4	Harbour Park
	Mountaire Park
2A-5	Chichibu Park
2A-6	Canal Park
	Gentrytown Park

2A-6	Mira Vista Park
	Village East Park
2A-7	Marchetti Park
2A-8	Antioch Community Park
	Mira Vista Hills Park
2A-9	Eaglesridge Park
2A-10	Markley Creek Park
4-1	--
5-1	Almondridge Park
9-1	Williamson Ranch Park
	Chaparral Park
9-2	Diablo West Park
9-3	Hansen Park
	Dallas Ranch Park
9-4	Heidorn Park
10	--

IV. COST ESTIMATES

Cost estimates for operating, maintaining, servicing, installing, repairing, replacing and upgrading lighting, landscaping, parks and recreational improvements are provided by the City of Antioch. Tables 3 through 22 present cost estimates for each benefit area.

Table 3
COST ESTIMATE -- 2014/2015
District 1, Zone 1 -- Hillcrest Avenue District

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4541)

		Base Rate Benefit Units 1,681	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$83,294	\$129,187	\$0
Arterial Medians and Roadside	\$22,346	\$22,346	\$0
Local Landscaping, Trails, Open Space	\$206,783	\$23,547	\$183,236
Administration	\$91,827	\$0	\$91,827
SUBTOTAL:	\$404,250	\$175,080	\$275,063

535	Parcels Assessed at	\$216	per unit =	\$115,560
413	Parcels Assessed at	\$190	per unit =	\$78,470
283	Parcels Assessed at	\$165	per unit =	\$46,695
207	Parcels Assessed at	\$94	per unit =	\$19,458
131	Parcels Assessed at	\$64	per unit =	\$8,384
112	Parcels Assessed at	\$58	per unit =	\$6,496

TOTAL ASSESSED: \$275,063

Ending FY13/14 Fund Balance (Estimated): \$253,750

GENERAL FUND PORTION OF MAINTENANCE COST: \$0

District/Zone Benefits:

Parks: Hillcrest, Nelson Ranch

Arterial Landscaping: Hillcrest Avenue

Roadway Landscaping: Larkspur Drive, Wild Horse Road and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 3A
District 1, Zone 1
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assessment
1-1	California Terrace	7222	123	165	165	165
1-1	Hillcrest Subd Un 1	5653	221	190	190	190
1-1	Hillcrest Subd Un 2	6067	83	190	190	190
1-1	Hillcrest Subd Un 3	6068	61	190	190	190
1-1	Nelson Ranch I	6893	102	216	216	216
1-1	Nelson Ranch II	8850	128	216	216	216
1-1	Nelson Ranch III	8851	138	216	216	216
1-1	Northwood Downs 1	6429	81	58	58	58
1-1	Northwood Downs 2	6564	31	58	58	58
1-1	Northwood Downs 3	6565	76	64	64	64
1-1	Ridgeview Un 1	6262	48	190	190	190
1-1	Ridgeview Un 2	6264	55	64	64	64
1-1	Viera Ranch 1-1	6855	172	94	94	94
1-1	Viera Ranch 1-2	7180	116	165	165	165
1-1	Viera Ranch 1-3	7181	69	216	216	216
1-1	Viera Ranch 2-1	6925	44	165	165	165
1-1	Viera Ranch 2-2	7219	49	216	216	216
1-1	Viera Ranch 2-3	7220	49	216	216	216
1-1	Viera Ranch 3	6943	35	94	94	94
Total:			1,681			275,063

Note: Values in the "FY 14-15 Assessment" column are for the forthcoming Fiscal Year. Assessments for the previous year (FY 13-14) are included for comparison.

Table 4
COST ESTIMATE -- 2014/2015
District 1, Zone 2 -- Hillcrest Avenue District

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4542)

	Base Rate Benefit Units 3,237		
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$110,665	\$48,727	\$61,938
Arterial Medians and Roadside	\$72,046	\$0	\$72,046
Local Landscaping, Trails, Open Space	\$168,743	\$0	\$168,743
Administration	\$60,499	\$0	\$60,499
SUBTOTAL:	\$411,953	\$48,727	\$363,226

882	Parcels Assessed at	\$216.00	per unit =	\$190,512
88	Parcels Assessed at	\$158.00	per unit =	\$13,904
1290	Parcels Assessed at	\$82.00	per unit =	\$105,780
53	Parcels Assessed at	\$76.00	per unit =	\$4,028
184	Parcels Assessed at	\$69.00	per unit =	\$12,696
52	Parcels Assessed at	\$56.00	per unit =	\$2,912
64	Parcels Assessed at	\$151.20	per unit =	\$9,676
458	Parcels Assessed at	\$42.00	per unit =	\$19,236
166	Parcels Assessed at	\$27.00	per unit =	\$4,482

TOTAL ASSESSED:	\$363,226
Ending FY13/14 Fund Balance (Estimated):	\$56,750
GENERAL FUND PORTION OF MAINTENANCE COST:	\$0

District/Zone Benefits:
Parks: Country Manor, Deerfield Mini, Knoll, Prewett Water Park
Arterial Landscaping: Hillcrest Avenue, Lone Tree Way and Deer Valley Road
Roadway Landscaping: Via Dora, Country Hills, Asilomar Drive and cul-de-sac bulbs
Miscellaneous: open space and trails

All

Table 4A
District 1, Zone 2
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assessment
1-2	Bear Ridge Un 1	7145	93	216	216.00	216.00
1-2	Bear Ridge Un 2	7251	79	216	216.00	216.00
1-2	Country Hills	6800	243	82	82.00	82.00
1-2	Country Manor Un 1	5891	69	69	69.00	69.00
1-2	Country Manor Condos	6657	233	82	82.00	82.00
1-2	Country Manor Un 2	6178	54	69	69.00	69.00
1-2	Country Manor Un 3	6179	61	69	69.00	69.00
1-2	Country Manor Un 4	6180	71	82	82.00	82.00
1-2	Country Manor Un 5	6181	18	82	82.00	82.00
1-2	Country Manor Un 6	6256	19	82	82.00	82.00
1-2	Country Manor Un 7R	6653	101	82	82.00	82.00
1-2	Deer Park Un 1	6899	204	42	42	42.00
1-2	Deer Park Un 4	7569	38	216	216.00	216.00
1-2	Deer Park Un 5	7847	38	216	216.00	216.00
1-2	Deer Park Un 6	7848	34	216	216.00	216.00
1-2	Deer Park Un 7	7281	35	216	216.00	216.00
1-2	Deerfield Un 1	6732	113	27	27	27.00
1-2	Deerfield Un 2	6733	53	27	27	27.00
1-2	Deerfield Un 3	6818	138	82	82.00	82.00
1-2	Deerfield Un 4	6817	150	82	82.00	82.00
1-2	Deerfield Un 5	6908	32	42	42	42.00
1-2	Deerfield Un 6	7283	53	76	76.00	76.00
1-2	Deerfield Un 7	7281	67	216	216.00	216.00
1-2	Deerfield Un 8	7286	60	216	216.00	216.00
1-2	Deerfield Un 9	7284	47	158	158.00	158.00
1-2	Deerfield Un 10	7285	52	56	56	56.00
1-2	Deerfield Un 11	7282	71	216	216.00	216.00
1-2	Hillcrest View Apts	-	64	151.20	151.20	151.20
1-2	Ho Property Un 1	7973	41	158	158.00	158.00
1-2	Ho Property Un 2	7974	65	216	216.00	216.00
1-2	Ho Property Un 8	8230	79	216	216.00	216.00
1-2	Ho Property Un 9	8231	80	216	216.00	216.00
1-2	Ho Property Un 10	8232	54	216	216.00	216.00
1-2	Parkside Un 1	6975	158	82	82.00	82.00
1-2	Parkside Un 2	7104	101	42	42	42.00
1-2	Shelbourne Un 1	7019	121	42	42	42.00
1-2	Shelbourne Un 2	7218	89	216	216.00	216.00
1-2	Sterling Gate Un 1	6616	76	82	82.00	82.00
1-2	Sterling Gate Un 2	6928	83	82	82.00	82.00
Total:			3237			363,226.80

Table 5
COST ESTIMATE -- 2014/2015
District 1, Zone 4 -- Hillcrest Avenue District

The following schedule shows the allocation of costs to be spread to this District/Zone (254-4544)

	Base Rate Benefit Units 1,607		
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$19,864	\$19,864	\$0
Arterial Medians and Roadside	\$24,396	\$24,396	\$0
Local Landscaping, Trails, Open Space	\$127,466	\$11,629	\$115,837
Administration	\$69,984	\$0	\$69,984
SUBTOTAL:	\$241,710	\$55,889	\$185,821

350	Parcels Assessed at	\$193.00	per unit =	\$67,550
119	Parcels Assessed at	\$167.00	per unit =	\$19,873
344	Parcels Assessed at	\$216.00	per unit =	\$74,304
117	Parcels Assessed at	\$44.00	per unit =	\$5,148
225	Parcels Assessed at	\$38.00	per unit =	\$8,550
452	Parcels Assessed at	\$23.00	per unit =	\$10,396

TOTAL ASSESSED: **\$185,821**

Ending FY13/14 Fund Balance (Estimated): **\$55,913**
GENERAL FUND PORTION OF MAINTENANCE COST: **\$0**

District/Zone Benefits:

Parks: Meadow Creek Estates

Arterial Landscaping: Hillcrest Avenue and Lone Tree Way

Roadway Landscaping: Laurel Road, Country Hills Drive and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 5A
District 1, Zone 4
Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assessment
1-4	Canada Hills Un 1	6898	147	23	23	23
1-4	Canada Hills Un 2	7130	99	23	23	23
1-4	Canada Hills Un 3	7341	111	38	38	38
1-4	Canada Hills Un 4	7458	47	193	193	193
1-4	Canada Hills Un 5	7761	40	193	193	193
1-4	Canada Hills Un 6	7460	81	193	193	193
1-4	Canada Hills Un 7	7459	122	193	193	193
1-4	Hidden Glen Un1	6909	89	23	23	23
1-4	Hidden Glen Un 2	7505	81	216	216	216
1-4	Hidden Glen Un 3	8387	75	216	216	216
1-4	Hidden Glen Un 4	8388	126	216	216	216
1-4	Meadow Crk Est. 1	6930	117	23	23	23
1-4	Meadow Crk Est. 2	7123	114	38	38	38
1-4	Meadow Crk Est. 3	7124	117	44	44	44
1-4	Meadow Crk Est. 4	7125	119	167	167	167
1-4	Meadow Crk Est. 5	7867	60	193	193	193
1-4	Viera Ranch 2-2	7219	18	216	216	216
1-4	Viera Ranch 2-3	7220	44	216	216	216
Total:			1,607			185,821

Table 6
COST ESTIMATE -- 2014/2015
District 2A, Zone 1 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4561)

		Base Rate Benefit Units 0	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$50,613	\$50,613	\$0
Arterial Medians and Roadside	\$24,415	\$24,415	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$0	\$0	\$0
SUBTOTAL:	\$75,028	\$75,028	\$0
TOTAL ASSESSED:			\$0
Ending FY13/14 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$75,028

District/Zone Benefits:

Parks: Barbara Price, Contra Loma, Fairview, Prosserville
 Arterial Somersville Road, L Street, Fourth Street, West Tenth Street
 Roadway Landscaping: Sycamore Drive, G Street and cul-de-sac bulbs
 Miscellaneous: open space and trails

Table 7
COST ESTIMATE -- 2014/2015
District 2A, Zone 2 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4562)

		Base Rate Benefit Units	
		0	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessed
Parks	\$20,840	\$20,840	\$0
Arterial Medians and Roadside	\$5,310	\$5,310	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$0	\$0	\$0
SUBTOTAL:	\$26,150	\$26,150	\$0
TOTAL ASSESSED:			\$0
Ending FY13/14 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$26,150

District/Zone Benefits:

Parks: City Park

Arterial: A Street

Roadway Landscaping: Merrill Drive, G Street and Cavallo Road roadside and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 8
COST ESTIMATE -- 2014/2015
District 2A, Zone 3 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4563)

		Base Rate Benefit Units 230																															
	Total Cost	District Need	Assessments Applied																														
MAINTENANCE AND SERVICES:																																	
Parks	\$25,409	\$25,409	\$0																														
Arterial Medians and Roadside	\$13,123	\$13,123	\$0																														
Local Landscaping, Trails, Open Space	\$19,188	\$17,918	\$1,270																														
Administration	\$13,226	\$0	\$13,226																														
SUBTOTAL:	\$70,946	\$56,450	\$14,496																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">188</td> <td style="width: 35%;">Parcels Assessed at</td> <td style="width: 15%; text-align: right;">\$66.00</td> <td style="width: 15%;">per unit =</td> <td style="width: 20%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$12,408</td> </tr> <tr> <td style="text-align: center;">36</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$22</td> <td>per unit =</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$792</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$216</td> <td>per unit =</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$1,296</td> </tr> </table>				188	Parcels Assessed at	\$66.00	per unit =						\$12,408	36	Parcels Assessed at	\$22	per unit =						\$792	6	Parcels Assessed at	\$216	per unit =						\$1,296
188	Parcels Assessed at	\$66.00	per unit =																														
				\$12,408																													
36	Parcels Assessed at	\$22	per unit =																														
				\$792																													
6	Parcels Assessed at	\$216	per unit =																														
				\$1,296																													
TOTAL ASSESSED:				\$14,496																													
Ending FY13/14 Fund Balance (Estimated):				\$20,003																													
GENERAL FUND PORTION OF MAINTENANCE COST:				\$36,447																													

District/Zone Benefits:

- Parks: Jacobsen, Meadowbrook
- Arterial: East 18th Street and Wilbur Avenue
- Roadway Landscaping: Cavallo Road and cul-de-sac bulbs
- Miscellaneous: open space and trails

Table 8A
 District 2A, Zone 3
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assessment
2A-3	Lakeshore Apt.	6770	188	66	66	66
2A-3	Terrace Gardens	5582	36	22	22	22
2A-3	Bermuda Way	8848	6	216	216	216
Total:			230			14,496

Table 9
COST ESTIMATE -- 2014/2015
District 2A, Zone 4 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4564)

		Base Rate Benefit Units 337		
		Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:				
Parks		\$52,046	\$52,046	\$0
Arterial Medians and Roadside		\$32,029	\$32,029	\$0
Local Landscaping, Trails, Open Space		\$18,836	\$10,523	\$8,313
Administration		\$4,603	\$0	\$4,603
SUBTOTAL:		\$107,514	\$94,598	\$12,916
				\$12,916
171 Parcels Assessed at \$60 per unit =				\$10,260
166 Parcels Assessed at \$16 per unit =				\$2,656
TOTAL ASSESSED:				\$12,916
Ending FY13/14 Fund Balance (Estimated):				\$8,409
GENERAL FUND PORTION OF MAINTENANCE COST:				\$86,189

District/Zone Benefits:

- Parks: Harbour, Mountaire
- Arterial: Lone Tree Way, Davison Drive and Hillcrest Avenue
- Roadway Landscaping: Cul-de-sac bulbs
- Miscellaneous: open space and trails

Table 9A
 District 2A, Zone 4
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assessment
2A-4	Hillcrest Estates	5494	54	60	60	60
2A-4	Hillcrest Estates Un 2	6184	53	60	60	60
2A-4	Brookside Estates	7155	166	16	16	16
2A-4	Shelbourne Un 3	7294	64	60	60	60
Total:			337			12,916

Table 10
COST ESTIMATE -- 2014/2015
District 2A, Zone 5 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4565)

		Base Rate Benefit Units 13	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$29,221	\$29,221	\$0
Arterial Medians and Roadside	\$33,467	\$33,467	\$0
Local Landscaping, Trails, Open Space	\$36,046	\$36,046	\$0
Administration	\$17,537	\$16,045	\$1,492
SUBTOTAL:	\$116,271	\$114,779	\$1,492
4 Parcels Assessed at \$139 per unit =			\$556
9 Parcels Assessed at \$104 per unit =			\$936
TOTAL ASSESSED:			\$1,492
Ending FY13/14 Fund Balance (Estimated):			\$14,157
GENERAL FUND PORTION OF MAINTENANCE COST:			\$100,622

District/Zone Benefits:

Parks: Chichibu

Arterial: Lone Tree Way, James Donlon Boulevard, Contra Loma Boulevard

Roadway Landscaping: Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 11
COST ESTIMATE -- 2014/2015
District 2A, Zone 6 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4566)

		Base Rate Benefit Units 274																			
	Total Cost	District Need	Assessments Applied																		
MAINTENANCE AND SERVICES:																					
Parks	\$109,108	\$109,108	\$0																		
Arterial Medians and Roadside	\$40,612	\$40,612	\$0																		
Local Landscaping, Trails, Open Space	\$36,881	\$14,339	\$22,542																		
Administration	\$6,040	\$0	\$6,040																		
SUBTOTAL:	\$192,641	\$164,059	\$28,582																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">148</td> <td style="width: 30%;">Parcels Assessed at</td> <td style="width: 10%; text-align: right;">\$139</td> <td style="width: 10%;">per unit =</td> <td style="width: 30%;"></td> <td style="width: 10%; text-align: right;">\$20,572</td> </tr> <tr> <td style="text-align: center;">18</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$103</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$1,854</td> </tr> <tr> <td style="text-align: center;">108</td> <td>Parcels Assessed at</td> <td style="text-align: right;">\$57</td> <td>per unit =</td> <td></td> <td style="text-align: right;">\$6,156</td> </tr> </table>				148	Parcels Assessed at	\$139	per unit =		\$20,572	18	Parcels Assessed at	\$103	per unit =		\$1,854	108	Parcels Assessed at	\$57	per unit =		\$6,156
148	Parcels Assessed at	\$139	per unit =		\$20,572																
18	Parcels Assessed at	\$103	per unit =		\$1,854																
108	Parcels Assessed at	\$57	per unit =		\$6,156																
TOTAL ASSESSED:				\$28,582																	
Ending FY13/14 Fund Balance (Estimated):				\$21,806																	
GENERAL FUND PORTION OF MAINTENANCE COST:				\$142,253																	

District/Zone Benefits:

Parks: Canal, Gentrytown, Mira Vista, Village East

Arterial: Somersville Road, Buchanan Road, James Donlon Boulevard, Contra Loma Boulevard

Roadway Landscaping: Putnam Street, Johnson Drive and Cul-de-sac bulbs

Miscellaneous: open space and trails

Table 12
COST ESTIMATE -- 2014/2015
District 2A, Zone 7 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4567)

		Base Rate Benefit Units	
		0	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assesments Applied
Parks	\$19,693	\$19,693	\$0
Arterial Medians and Roadside	\$13,624	\$13,624	\$0
Local Landscaping, Trails, Open Space	\$0	\$0	\$0
Administration	\$0	\$0	\$0
SUBTOTAL:	\$33,317	\$33,317	\$0
TOTAL ASSESSED:			\$0
Ending FY13/14 Fund Balance (Estimated):			\$0
GENERAL FUND PORTION OF MAINTENANCE COST:			\$33,317

District/Zone Benefits:

- Parks: Marchetti
- Arterial: Somersville Road, Delta Fair Boulevard
- Roadway Landscaping: None
- Miscellaneous: open space and trails

Table 13
COST ESTIMATE -- 2014/2015
District 2A, Zone 8 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4568)

	Base Rate Benefit Units 426		
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$141,548	\$141,548	\$0
Arterial Medians and Roadside	\$24,283	\$14,260	\$10,023
Local Landscaping, Trails, Open Space	\$41,458	\$0	\$41,458
Administration	\$23,285	\$0	\$23,285
SUBTOTAL:	\$230,574	\$155,808	\$74,766

261	Parcels Assessed at	\$216.00	per unit =	\$56,376
120	Parcels Assessed at	\$129	per unit =	\$15,480
5	Parcels Assessed at	\$118	per unit =	\$590
40	Parcels Assessed at	\$58	per unit =	\$2,320

TOTAL ASSESSED:	\$74,766
Ending FY13/14 Fund Balance (Estimated):	\$18,143
GENERAL FUND PORTION OF MAINTENANCE COST:	\$137,665

District/Zone Benefits:

- Parks: Mira Vista Hills, Antioch Community Park
- Arterial: James Donlon Boulevard
- Roadway Landscaping: Cul-de-sac bulbs
- Miscellaneous: open space and trails

Table 13A
 District 2A, Zone 8
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assessment
2A-8	Mira Vista Hills	4420	5	118	118	118
2A-8	Mira Vista Hills, Un 10	6472	78	129	129	129
2A-8	Mira Vista Hills, Un 12	6744	40	58	58	58
2A-8	Mira Vista Hills, Un 13	6708	95	216	216	216
2A-8	Mira Vista Hills, Un 14	6824	42	129	129	129
2A-8	Mira Vista Hills, Un 15	6920	79	216	216	216
2A-8	Mira Vista Hills, Un 16	6921	87	216	216	216

Total:

426

74,766.00

Table 14
COST ESTIMATE -- 2014/2015
District 2A, Zone 9 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4569)

	Total Cost	Base Rate Benefit Units 1,379	
		District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$21,108	\$21,108	\$0
Arterial Medians and Roadside	\$43,728	\$13,352	\$30,376
Local Landscaping, Trails, Open Space	\$63,768	\$0	\$63,768
Administration	\$21,848	\$0	\$21,848
SUBTOTAL:	\$150,452	\$34,460	\$115,992

68	Parcels Assessed at	\$144	per unit =	\$9,792
174	Parcels Assessed at	\$135	per unit =	\$23,490
442	Parcels Assessed at	\$108	per unit =	\$47,736
122	Parcels Assessed at	\$107	per unit =	\$13,054
34	Parcels Assessed at	\$74	per unit =	\$2,516
539	Parcels Assessed at	\$36	per unit =	\$19,404

TOTAL ASSESSED: \$115,992

Ending FY13/14 Fund Balance (Estimated): \$45,487
GENERAL FUND PORTION OF MAINTENANCE COST: \$0

District/Zone Benefits:

Parks: Eaglesridge

Arterial: Lone Tree Way, Deer Valley Road

Roadway Landscaping: Ridgerock Drive, Asilomar, Country Hills Drive and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 14A
 District 2A, Zone 9
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Assmnt	FY 13-14 Assmnt	FY14-15 Assessment
2A-9	Eagles Ridge Un 1	5614	116	36	36	36
2A-9	Eagles Ridge Un 2	6162	151	36	36	36
2A-9	Eagles Ridge Un 3	6163	122	36	36	36
2A-9	Eagles Ridge Un 4	6164	150	36	36	36
2A-9	Deer Park Un 2	7290	68	144	144	144
2A-9	Deer Park Un 3	7291	94	135	135	135
2A-9	Lone Tree Est. Un 1	7079	122	107	107	107
2A-9	Lone Tree Est. Un 1A	7880	5	108	108	108
2A-9	Lone Tree Est. Un 2	7691	80	135	135	135
2A-9	Lone Tree Est. Un 3	7900	75	108	108	108
2A-9	Lone Tree Est. Un 4	8020	46	108	108	108
2A-9	Lone Tree Est. Un 5	8120	62	108	108	108
2A-9	Lone Tree Est. Un 6	8366	99	108	108	108
2A-9	Ho Sub'd, Un 3	7999	34	74	74	74
2A-9	Ho Sub'd, Un 4	8025	47	108	108	108
2A-9	Ho Sub'd, Un 5	8045	61	108	108	108
2A-9	Ho Sub'd, Un 6	8102	47	108	108	108
Total:			1,379			115,992

Table 15
COST ESTIMATE -- 2014/2015
District 2A, Zone 10 -- Citywide District

The following schedule shows the allocation of costs to be spread to this District/Zone (256-4572)

	Base Rate Benefit Units		
	286 Residential 4 Commercial		
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
Parks	\$21,188	\$21,188	\$0
Arterial Medians and Roadside	\$11,406	\$6,912	\$4,494
Local Landscaping, Trails, Open Space	\$113,288	\$0	\$113,288
Channel Maintenance	\$15,000	\$0	\$15,000
Administration	\$19,468	\$0	\$19,468
SUBTOTAL:	\$180,350	\$28,100	\$152,250
286 Parcels Assessed at \$525.00 per unit =			\$150,150
1 Commercial Parcel Assessed at \$525.00 per benefit unit =			\$2,100
TOTAL ASSESSED:			\$152,250
Ending FY13/14 Fund Balance (Estimated):			\$58,531
GENERAL FUND PORTION OF MAINTENANCE COST:			\$0

District/Zone Benefits:

- Parks: Markley Creek
- Arterial: James Donlan, Somersville
- Roadway Landscaping: cul-de-sac bulbs

Table 15A
 District 2A, Zone 10
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assesment
2A-10	Black Diamond Ranch Un 1	7487	58	575.64	492.15	525.00
2A-10	Black Diamond Ranch Un 2	8585	117	575.64	492.15	525.00
2A-10	Black Diamond Ranch Un 3	8586	111	575.64	492.15	525.00
2A-10	Commerical Parcel	-	4	575.64	492.15	525.00
Total:			290			152,250

Table 16
COST ESTIMATE -- 2014/2015
District 4, Zone 1 -- Downtown District

The following schedule shows the allocation of costs to be spread to this District/Zone (252-4521)

		Base Rate Benefit Units	
		0	
MAINTENANCE AND SERVICES:	Total Cost	District Need	Assessments Applied
Parks	\$0	\$0	\$0
Arterial Medians and Roadside	\$0	\$0	\$0
Local Landscaping, Trails, Open Space	\$77,051	\$77,051	\$0
Administration	\$3,166	\$3,166	\$0
SUBTOTAL:	\$80,217	\$80,217	\$0
TOTAL ASSESSED:			\$0
Ending FY13/14 Fund Balance (Estimated):			\$14,065
GENERAL FUND PORTION OF MAINTENANCE COST:			\$66,152

District/Zone Benefits:

Roadway Landscaping: Waldie Plaza, Rivertown Promenade, public parking lots, A Street extension, train station

Table 17
COST ESTIMATE -- 2014/2015
District 5, Zone 1 -- Almondridge District

The following schedule shows the allocation of costs to be spread to this District/Zone (253-4531)

		Base Rate Benefit Units 560							
		District Need	Assessments Applied						
MAINTENANCE AND SERVICES:									
Parks	\$44,161	\$6,362	\$37,799						
Arterial Medians and Roadside	\$0	\$0	\$0						
Local Landscaping, Trails, Open Space	\$49,411	\$0	\$49,411						
Administration	\$23,446	\$0	\$21,712						
SUBTOTAL:	\$117,018	\$6,362	\$108,922						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 60%;">463 Parcels Assessed at \$190.00 per unit =</td> <td style="width: 25%; text-align: right;">\$87,970</td> </tr> <tr> <td></td> <td>97 Parcels Assessed at \$216.00 per unit =</td> <td style="text-align: right;">\$20,952</td> </tr> </table>					463 Parcels Assessed at \$190.00 per unit =	\$87,970		97 Parcels Assessed at \$216.00 per unit =	\$20,952
	463 Parcels Assessed at \$190.00 per unit =	\$87,970							
	97 Parcels Assessed at \$216.00 per unit =	\$20,952							
TOTAL ASSESSED:			\$108,922						
Ending FY13/14 Fund Balance (Estimated):			\$56,755						
GENERAL FUND PORTION OF MAINTENANCE COST:			\$0						

District/Zone Benefits:

Parks: Almondridge

Arterial: None

Roadway Landscaping: Viera Avenue, Willow Avenue and cul-de-sac bulbs

Miscellaneous: open space and trails

Table 17A
 District 5, Zone 1
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assessment
5-1	Almondridge West	6621	25	190	190	190.00
5-1	Almondridge Un 1	6109	93	190	190	190.00
5-1	Almondridge Un 2	6454	35	190	190	190.00
5-1	Almondridge Un 3	6788	50	190	190	190.00
5-1	Almondridge Un 4	6869	52	190	190	190.00
5-1	Almondridge Un 5	7190	96	190	190	190.00
5-1	Almondridge Un 6	7411	48	190	190	190.00
5-1	Almondridge Un 9	7673	35	190	190	190.00
5-1	Almondridge Un 11	7901	25	190	190	190.00
5-1	Almondridge Un 12	8065	4	190	190	190.00
5-1	Oakley Knolls	8501	16	216	216	216.00
5-1	Almondridge East	8880	81	216	-	216.00
Total:			560			108,922

Table 18
COST ESTIMATE -- 2014/2015
District 9, Zone 1 -- Lone Tree District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4511)

	Base Rate Benefit Units 1,200		
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$45,955	\$45,955	\$0
Arterial Medians and Roadside	\$26,692	\$1,592	\$25,100
Local Landscaping, Trails, Open Space	\$105,708	\$0	\$105,708
Administration	\$17,192	\$0	\$17,192
SUBTOTAL:	\$195,547	\$47,547	\$148,000

	575 Parcels Assessed at \$140 per unit =	\$80,500
	625 Parcels Assessed at \$108 per unit =	\$67,500

TOTAL ASSESSED: **\$148,000**

Ending FY13/14 Fund Balance (Estimated): **\$51,867**
GENERAL FUND PORTION OF MAINTENANCE COST: **\$0**

District/Zone Benefits:

Parks: Chapparal, Williamson Ranch

Arterial: Hillcrest Avenue, Lone Tree Way, Deer Valley Road, Prewett Ranch

Roadway Landscaping: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Miscellaneous: open space and trails

Table 18A
 District 9, Zone 1
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assessment
9-1	Diablo East Un 1	7121	177	108	108	108
9-1	Diablo East Un 2	7400	44	108	108	108
9-1	Diablo East Un 3	7401	21	140	140	140
9-1	Diablo East Un 4	8038	39	140	140	140
9-1	Diablo East Un 5	8052	39	140	140	140
9-1	Diablo East Un 6	8079	34	140	140	140
9-1	Diablo East Un 7	8122	52	140	140	140
9-1	Diablo East Un 8	8164	77	140	140	140
9-1	Diablo East Un 9	8191	71	140	140	140
9-1	Williamson Ranch 1	7114	20	108	108	108
9-1	Williamson Ranch 2	7258	166	108	108	108
9-1	Williamson Ranch 3	7587	86	108	108	108
9-1	Williamson Ranch 4	7606	93	108	108	108
9-1	Williamson Ranch 5	7618	39	108	108	108
9-1	Williamson Ranch 6	7619	75	140	140	140
9-1	Williamson Ranch 7	7620	82	140	140	140
9-1	Williamson Ranch 8	7826	85	140	140	140

Total: 1,200 148,000

Table 19
COST ESTIMATE -- 2014/2015
District 9, Zone 2 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4512)

	Base Rate Benefit Units 2,024		
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$14,867	\$14,867	\$0
Medians and Roadside	\$31,996	\$31,996	\$0
Local Landscaping, Trails, Open Space	\$131,451	\$6,917	\$124,534
Administration	\$72,628	\$0	\$72,628
SUBTOTAL:	\$250,942	\$53,780	\$197,162

229	Parcels Assessed at	\$216.00	per unit =	\$49,464
1149	Parcels Assessed at	\$93.00	per unit =	\$106,857
29	Parcels Assessed at	\$88.00	per unit =	\$2,552
45	Parcels Assessed at	\$83.00	per unit =	\$3,735
38	Parcels Assessed at	\$216.00	per unit =	\$8,208
460	Parcels Assessed at	\$51.00	per unit =	\$23,460
74	Parcels Assessed at	\$39.00	per unit =	\$2,886

TOTAL ASSESSED: \$197,162

Ending FY13/14 Fund Balance (Estimated): \$113,352

GENERAL FUND PORTION OF MAINTENANCE COST: \$0

District/Zone Benefits:

Parks: Diablo West

Arterial: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Roadway Landscaping: Lone Tree Way, Deer Valley Road, Dallas Ranch Road, Prewett Ranch Road

Miscellaneous: open space and trails

Table 20
COST ESTIMATE -- 2014/2015
District 9, Zone 3 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4513)

	Base Rate Benefit Units 1,953		
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$56,772	\$35,933	\$20,839
Arterial Medians and Roadside	\$17,545	\$0	\$17,545
Local Landscaping, Trails, Open Space	\$111,152	\$0	\$111,152
Administration	\$66,133	\$0	\$66,133
SUBTOTAL:	\$251,602	\$35,933	\$215,669

129	Parcels Assessed at	\$216.00	per unit =	\$27,864
860	Parcels Assessed at	\$139.00	per unit =	\$119,540
519	Parcels Assessed at	\$95.00	per unit =	\$49,305
120	Parcels Assessed at	\$93.00	per unit =	\$11,160
25	Parcels Assessed at	\$216.00	per unit =	\$5,400
300	Parcels Assessed at	\$8.00	per unit =	\$2,400

TOTAL ASSESSED: **\$215,669**

Ending FY13/14 Fund Balance (Estimated): **\$81,125**
GENERAL FUND PORTION OF MAINTENANCE COST: **\$0**

District/Zone Benefits:

Parks: Hansen and Dallas Ranch Park

Arterial: Lone Tree Way, Dallas Ranch Road

Roadway Landscaping: Prewett Ranch Road, Golf Course Road, Frederickson Lane and cul-de-sac bulbs

Miscellaneous: Open space and trails

Table 20A
 District 9, Zone 3
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assessment
9-3	Black Dia. Est. Un 1	7515	31	95	95	95
9-3	Black Dia. Est. Un 2	7644	41	139	139	139
9-3	Black Dia. Est. Un 3	8064	54	139	139	139
9-3	Black Dia. Est. Un 4	8194	64	139	139	139
9-3	Black Dia. Est. Un 5	8076	55	139	139	139
9-3	Black Dia. Est. Un 6	8317	56	139	139	139
9-3	Black Dia. Est. Un 7	8318	73	139	139	139
9-3	Black Dia. Est. Un 8	8319	47	216	216	216
9-3	Black Dia. Est. Un 9	8320	49	216	216	216
9-3	Black Dia. Est. Un 10	8472	33	216	216	216
9-3	Black Dia. Est. Un 11	8567	25	216	216	216
9-3	Dallas Ranch Un 1	7380	58	95	95	95
9-3	Dallas Ranch Un 2	7859	50	95	95	95
9-3	Dallas Ranch Un 3	7860	34	95	95	95
9-3	Dallas Ranch Un 4	7198	138	95	95	95
9-3	Dallas Ranch Un 5	7376	122	95	95	95
9-3	Dallas Ranch Un 6	7966	45	95	95	95
9-3	Dallas Ranch Un 7	7377	187	139	139	139
9-3	Dallas Ranch Un 8	7378	54	139	139	139
9-3	Dallas Ranch Un 9	8107	34	139	139	139
9-3	Dallas Ranch Un 10	8108	63	139	139	139
9-3	Dallas Ranch Un 11	8109	120	93	93	93
9-3	Diamond Ridge Un 1	7317	179	8	8	8
9-3	Diamond Ridge Un 2	7536	86	8	8	8
9-3	Diamond Ridge Un 3	7537	41	95	95	95
9-3	Diamond Ridge Un 4	7627	35	8	8	8
9-3	Sandhill I	8247	75	139	139	139
9-3	Sandhill II	8410	104	139	139	139

Total: 1,953 215,669

Table 21
COST ESTIMATE -- 2014/2015
District 9, Zone 4 -- Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (251-4514)

	Base Rate Benefit Units 435	
	District Need	Assessments Applied
MAINTENANCE AND SERVICES:	Total Cost	
Parks	\$13,461	\$0
Arterial Medians and Roadside	\$9,998	\$0
Local Landscaping, Trails, Open Space	\$62,893	\$45,251
Administration	\$17,824	\$17,824
SUBTOTAL:	\$104,176	\$63,075
435 Parcels Assessed at \$145.00 per unit =		\$63,075
TOTAL ASSESSED:		\$63,075
Ending FY13/14 Fund Balance (Estimated):		\$91,676
GENERAL FUND PORTION OF MAINTENANCE COST:		\$0

District/Zone Benefits:

Park: Heidorn

Arterial: Lone Tree Way, Hillcrest Avenue

Roadway Landscaping: Vista Grande Drive and cul-de-sac bulbs

Miscellaneous: Open space and trails

A41

Table 22
COST ESTIMATE -- 2014/2015
District 10, Zone 1 -- East Lone Tree Way District

The following schedule shows the allocation of costs to be spread to this District/Zone (259-4591)

	Base Rate Benefit Units 660.5		
	Total Cost	District Need	Assessments Applied
MAINTENANCE AND SERVICES:			
Parks	\$0	\$0	\$0
Arterial Medians and Roadside	\$8,574	\$2,927	\$5,647
Local Landscaping, Trails, Open Space	\$98,215	\$0	\$98,215
Channel Maintenance	\$20,000	\$0	\$20,000
Administration	\$19,468	\$0	\$19,468
SUBTOTAL:	\$146,257	\$2,927	\$143,330

462	Parcels Assessed at	\$244.00	per unit =	\$112,728
152	Multi Family Res	\$167.00	per unit =	\$25,384
12.6	Comm. Parcel	\$137.00	per unit =	\$1,726
33.9	Bus. Park parcel	\$103.00	per unit =	\$3,492

TOTAL ASSESSED: \$143,330

Ending FY13/14 Fund Balance (Estimated): \$39,585
GENERAL FUND PORTION OF MAINTENANCE COST: \$0

District/Zone Benefits:

Park: None

Arterial: Lone Tree Way

Roadway Landscaping: Country Hills Drive, Canada Valley Road, Vista Grande, and cul de sacs

Miscellaneous: Open space and trails

Table 22A
 District 10
 Base Assessment Allocation

Dist/Zone	Sub'd	Tract	Benefit Units	Base Fee	FY 13-14 Assmnt	FY14-15 Assessment
10-1	Sand Creek Ranch 1	8114	57	461.78	195.08	244.00
10-1	Sand Creek Ranch 2	8958	27	461.78	195.08	244.00
10-1	Sand Creek Ranch 4	8640	97	461.78	195.08	244.00
10-1	Sand Creek Ranch 5	8885	42	461.78	195.08	244.00
10-1	Sand Creek Ranch 6	8886	31	461.78	195.08	244.00
10-1	Sand Creek Ranch 7	8948	52	461.78	195.08	244.00
10-1	Sand Creek Ranch 8	8951	156	461.78	195.08	244.00
10-1	Multi-Family Apts	-	152	322.53	133.55	167.00
10-1	Commercial parcel	-	12.6	267.79	109.35	137.00
10-1	Business Park	-	33.9	208.28	82.58	103.00
Total:			660.5			143,330

Table 23

Summary of Costs, Benefits and Assessments by Zone -- Fiscal Year 2014/2015

District/ Zone	Benefit Units	Ending Bal FY13/14	Est. Cost of Maintenance	Estimated Assessments	Zone Deficit	Assessment per BU
1-1	1,681	\$253,750	\$404,250	\$275,063	\$0	\$58 to \$216
1-2	3,237	\$56,750	\$411,953	\$363,226	\$0	\$27 to \$216
1-4	1,607	\$55,913	\$241,710	\$185,821	\$0	\$23 to \$216
2A-1	0	\$0	\$75,028	\$0	(\$75,028)	\$0
2A-2	0	\$0	\$26,150	\$0	(\$26,150)	\$0
2A-3	230	\$20,003	\$70,946	\$14,496	(\$36,447)	\$22 to \$216
2A-4	337	\$8,409	\$107,514	\$12,916	(\$86,189)	\$16 to \$60
2A-5	13	\$14,157	\$116,271	\$1,492	(\$100,622)	\$104 to \$139
2A-6	274	\$21,806	\$192,641	\$28,582	(\$142,253)	\$57 to \$139
2A-7	0	\$0	\$33,317	\$0	(\$33,317)	\$0
2A-8	426	\$18,143	\$230,574	\$74,766	(\$137,665)	\$58 to \$216
2A-9	1,379	\$45,487	\$150,452	\$115,992	\$0	\$36 to \$144
2A-10	290	\$58,531	\$180,350	\$152,250	\$0	\$525
4-1	0	\$14,065	\$80,217	\$0	(\$66,152)	\$0
5-1	560	\$56,755	\$117,018	\$108,922	\$0	\$190 to \$216
9-1	1,200	\$51,867	\$195,547	\$148,000	\$0	\$108 to \$140
9-2	2,024	\$113,352	\$250,942	\$197,162	\$0	\$39 to \$216
9-3	1,953	\$81,125	\$251,602	\$215,669	\$0	\$8 to \$216
9-4	435	\$91,676	\$104,176	\$63,075	\$0	\$145
10-1	660.5	\$39,585	\$146,257	\$143,330	\$0	\$103 to \$244
Totals		\$1,001,374	\$3,386,915	\$2,100,762	(\$703,823)	

V. ASSESSMENT METHODS

Proposition 218 provides that assessments imposed by petition signed by persons owning all of the parcels subject to assessment are exempt from the requirements of Prop. 218 insofar as the amount of such assessments are not increased over the amount in effect at the time of the petition. These assessments are known as the "base amount" or "base assessments".

A large number of parcels fall within this situation and have base assessments in place. Those parcels are the subjects of this Engineer's Report. The base assessment amounts vary, depending upon when the petition was filed with the City and the scope of improvements in place at the time that were being maintained by assessment. In preparing this Report, the Engineer determined the maximum base assessment that is assessable against each parcel, the improvements that are being maintained within the benefit zone, the cost of maintaining the improvements, and the total amount generated by the relevant base assessments. In instances where the cost of maintaining the improvements is less than the maximum assessable amount, the base assessments were proportionally reduced.

The assessment method suggested was to increase assessments to the maximum base rates over a 3-year period beginning in Fiscal Year 2003-04. The final increment was reached in FY 2005-06. Allocation of assessments has been applied first to administration costs; followed by local landscaping, trails, and open space; and finally arterials medians and roadside landscaping. Park costs continue to be shown; however, they also are shown as being paid by those districts and zones that can afford it. Remaining costs are shown as a contribution from the General Fund.

VI. SUMMARY OF ASSESSMENTS

The methods described in Section V are applied to estimate the benefits received by each assessable parcel, in every District and benefit zone, from the improvements described in this report.

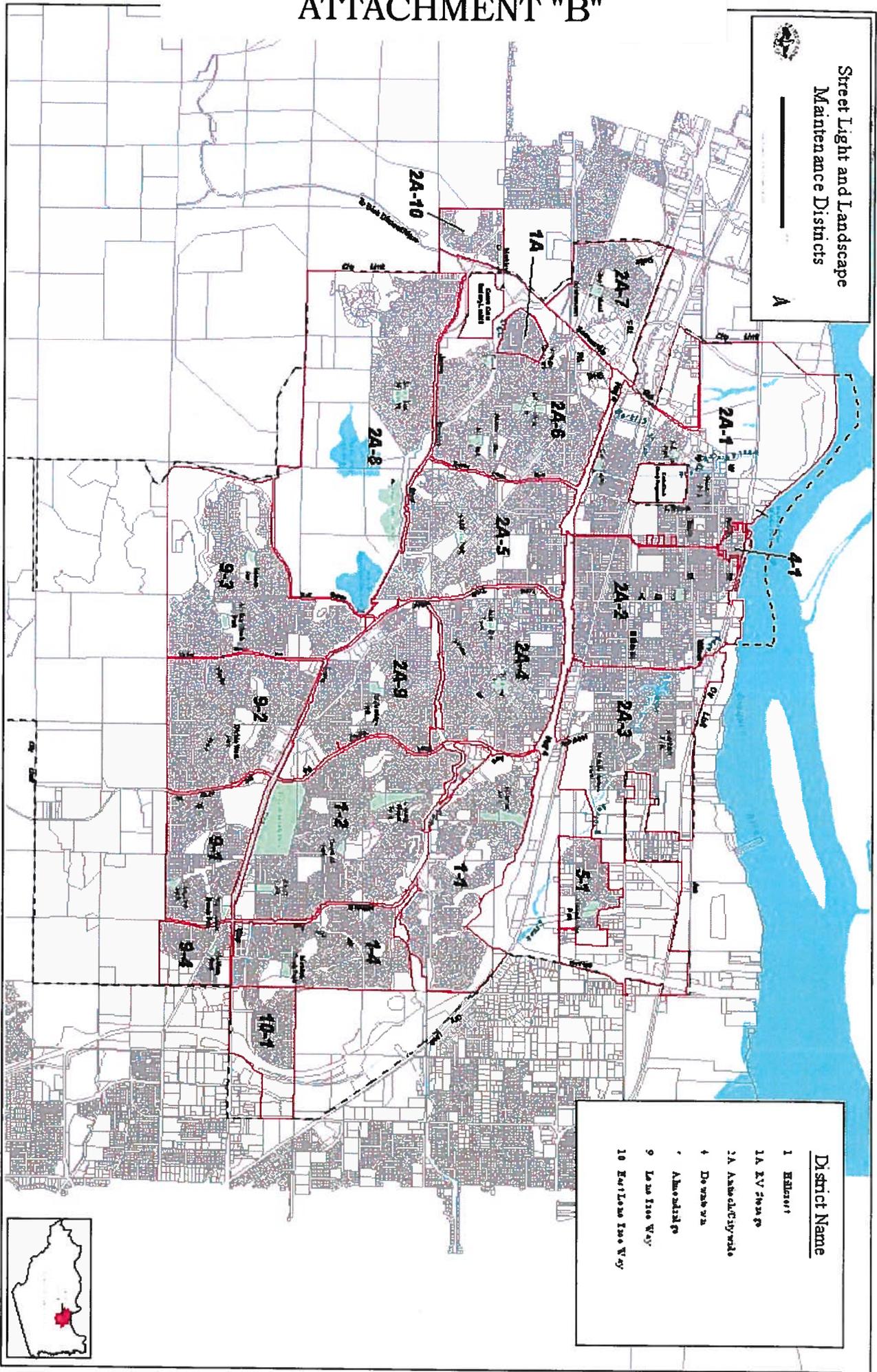
Table 23, Summary of Costs, Benefits and Assessments by Zone, presents a summary of assessments for each District and benefit zone.

VII. ASSESSMENT ROLL

The Assessment Roll is a listing of all assessable parcels of land within the District. Because of its large size, the Assessment Roll is presented under separate cover and is incorporated by reference into this report. The Assessment Roll can be inspected at the office of the City Engineer during regular working hours.

The Assessment Roll lists each parcel in the District by its distinctive designation, the Assessor's Parcel Number, and includes the Assessment amount for each parcel.

ATTACHMENT "B"

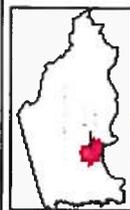


Street Light and Landscape
Maintenance Districts



1" = 1 Mile

District Name	District Number
Belmont	1
IV Towne	1A
Armed Citywide	2A
Downtown	4
Armadillo	7
Low Rise West	9
Eastlow Town West	10



**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Prepared by: Phil Hoffmeister, Administrative Analyst *PH*
Reviewed by: Lynne Filson, Assistant City Engineer *LBF*
Approved by: Ron Bernal, Public Works Director/City Engineer *LBF for*
Date: March 11, 2014
Subject: **Resolution Establishing the National Pollution Discharge Elimination System Rate per Equivalent Runoff Unit for FY 2014-15**

RECOMMENDATION

It is recommended that the City Council adopt the resolution establishing a rate of twenty-five dollars (\$25) per equivalent runoff unit (ERU) for fiscal year (FY) 2014-15. That rate will generate the funds used to maintain storm water quality as mandated by the Clean Water Act.

BACKGROUND INFORMATION

At its March 9, 1993 meeting, the City Council adopted Resolution 93/49 authorizing the establishment of an annual parcel assessment for drainage maintenance and the National Pollution Discharge Elimination System (NPDES) program. That action set the fee for fiscal year 1993-94 at \$20 per ERU per year and established a maximum rate of \$25 per ERU per year. At its April 12, 1994 meeting, the Council concurred with budget revisions proposed by staff and reduced that fee for fiscal year 1994-95 to \$17 per ERU per year. By subsequent actions, City Council set the rate for fiscal years 1995-96 through 2001-02 at \$17 per ERU per year.

At the April 9, 2002 Council meeting, in preparation for permit revisions and increased costs by the State Water Resources Control Board, staff presented alternatives to raising the ERU from \$17 to the maximum of \$25 over a 3-year period to meet projected increased costs. Staff recommended raising the ERU to \$21 in 2002-03, and proposed increasing the fee per ERU to \$23 in 2003-04 and \$25 in 2004-05. Council approved those increases respectively. The City is required by May 1st to determine the cost to be assigned to the ERU for the forthcoming fiscal year. The resolution submitted with this report meets that condition.

With the many uncertainties of future regulations and the cost to implement and administer these mandates, it is difficult to provide completely accurate projections. However, based on the City's current NPDES permit requirements and financial data

and estimates for revenue and expenditures to meet those provisions, a revised zero fund balance could be realized by the end of FY 2015-16.

Any rate above the maximum of \$25 requires a Proposition 218 vote. According to the Central Valley Regional Water Quality Control Board (CVRWQCB), the City's storm water program is currently operating at an acceptable level.

OPTIONS

Options include setting the ERU rate from \$0 to \$25. Any rate set below \$25 per ERU will cause a reduction in Clean Water efforts planned under the upcoming budget. Based upon current estimates, setting the rate at \$25 per ERU this coming fiscal year would provide adequate funding to keep the fund balance from going to zero until approximately the end of FY 2015-16.

FINANCIAL IMPACT

The adoption of the NPDES rate of \$25 per ERU for FY 2013-14 will generate approximately \$1,100,000. The City of Antioch will receive approximately \$850,000 of that revenue to provide services and administer the NPDES program as mandated by the Clean Water Act. The remaining \$250,000 reflects the City's share of County Clean Water Program costs. Such costs are allocated over all participating agencies on a population basis.

ATTACHMENTS

None.

RESOLUTION NO. 2014/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2014/15 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PROGRAM

WHEREAS, under the Federal Clean Water Act, prescribed discharges of storm water require a permit from the appropriate California Regional Water Quality Control Board under the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the City of Antioch (CITY) did apply for, and did receive, a NPDES permit which requires the implementation of selected Best Management Practices to minimize or eliminate pollutants from entering storm waters; and

WHEREAS, it is the intent of the CITY to utilize funds received from its Storm Water Utility Area (SUA) for implementation of the NPDES program and drainage maintenance activities; and

WHEREAS, at the request of the CITY, the Contra Costa County Flood Control & Water Conservation District (DISTRICT) has completed the process for formation of a SUA, including the adoption of the Storm Water Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, the SUA and Program Group Costs Payment agreement between CITY and DISTRICT requires the CITY, by May 1st, determine the rate to be assessed to a single Equivalent Runoff Unit (ERU) for the forthcoming fiscal year.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Antioch does determine that the rate to be assigned to a single ERU for FY 2014/15 shall be set at twenty-five dollars (\$25.00).

BE IT FUTHER RESOLVED, that the City Council does hereby request the DISTRICT to adopt SUA levies based on said amount.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE MEETING
OF APRIL 8, 2014**

Prepared by: Ron Bernal, Public Works Director/City Engineer

Approved by: Steven Duran, City Manager 

Date: April 1, 2014

**Subject: Black Diamond Ranch Project:
Construction of Markley Creek Culvert Crossing Project and
Somersville Road Widening Project**

RECOMMENDATION

1. Motion to approve the attached Second Amendment to Settlement Agreement, Mutual Release and Covenant Not to Sue between the City of Antioch and Discovery Builders, Inc., Black Diamond Land Investors, LLC, Seecon Financial & Construction Co., SPPI-Somersville, Inc. and Somersville-Gentry, Inc. ("Second Amendment to the Settlement Agreement" – Attachment A) in order to resolve a number of disputes among the parties;
2. Motion to amend the 611 Water Fund budget in the amount of \$445,869.96 to pay the Seeno entities; and
3. Motion to authorize the City Manager to execute a quitclaim of the Drainage Release under the terms set forth in the Second Amendment and any related documents.

DISCUSSION

Dispute with Discovery Builders and Seeno entities regarding the Markley Creek Culvert Crossing and Somersville Road Widening and Amendment to the 2009 Settlement Agreement

The City Council approved the Black Diamond Ranch Subdivision (formerly known as Sky Ranch) on November 12, 1996. The conditions of approval for the Black Diamond Ranch Subdivision required Discovery Builders to widen Somersville Road and to pay all costs for the design, permitting and City construction of a culvert crossing for Markley Creek. Pursuant to an Improvement Agreement dated March 17, 2004, Discovery Builders provided a surety bond for the design, construction, environmental permitting and mitigation for the Markley Creek Culvert Crossing project. Pursuant to a

Deferred Improvement Agreement dated May 1, 2007, Discovery Builders provided a surety bond for the Somersville Road Widening project.

A dispute arose with Discovery Builders and related entities regarding the delayed construction of the Markley Culvert Crossing project and the Somersville Road Widening project. The City Council adopted Resolution 2011/18 confirming the Notice of Default to Discovery Builders and related entities and the steps needed to cure the default. When Discovery Builders indicated that it no longer wanted to build the Culvert Crossing project, but rather wanted to reimburse the City's costs in doing so, the City Council at its March 22, 2011 meeting amended the Capital Improvement Plan (CIP) to include the Markley Creek Culvert Crossing project and transferred funds for the project.

Discovery Builders, Inc. then filed a Petition for Writ of Mandate in Contra Costa Superior Court alleging violations of California's Brown Act relating to Resolution 2011/18. The City strongly denied these allegations.

To resolve the dispute regarding timing and costs of the Markley Creek Culvert Crossing project and Somersville Road Widening project and the lawsuit filed by Discovery Builders, an Amendment to the 2009 Settlement Agreement was executed by the City/Antioch Development Agency and Discovery Builders and related entities, as well as Albert J. Seeno Jr. and Albert J. Seeno III (Attachment B is the 2011 Amendment and Attachment C is the 2009 Settlement Agreement). The Amendment set forth that the City/Agency would build the Markley Creek Culvert Crossing with costs reimbursed by Discovery Builders; Discovery Builders would then widen Somersville Road by December 31, 2014; the City and Agency would find that Discovery Builders and affiliated entities were not in breach or default under any existing agreements; and Discovery Builders would dismiss its lawsuit against the City.

The City completed the Markley Creek Culvert Crossing Project on time and billed Discovery Builders for costs of \$1,349,484.40. The majority of those costs were paid through the fee credit that Discovery Builders and related Seeno entities received in the 2009 litigation, but Discovery Builders refused to pay the remaining amount of \$72,143.05.

Additional Issues with the Seeno Entities

On April 10, 2013, the Seeno entities filed an arbitration action against the City entitled *Albert D. Seeno Construction Co. v. City of Antioch*, seeking reimbursement for remaining costs incurred for the construction of the Mira Vista Water Tank that were addressed in a 1994 Settlement Agreement between the City and Albert D. Seeno Construction and Meadow Creek Estates Inc. (Attachment D) The Seeno entities claim that they are still owed \$445,869.96 under the 1994 Agreement. It is the City's position that the Seeno entities have been compensated in full for the tank costs and that any claim now is barred by the statute of limitations.

Also in 2013, Discovery Builders hired attorney Kristina Lawson (also a Walnut Creek City Council Member) to raise objections to the environmental review that the City was undertaking for the Northeast Antioch Annexation Area, despite not owning property in the area.

The Seeno entities have also indicated now the desire to annex the former Chevron Property northwest of James Donlon Boulevard and Somersville Road into the City of Pittsburg rather than the City of Antioch and develop housing at that location. The Seeno entities also object to the denial of their proposed Pointe Project.

Finally, Discovery Builders is seeking concessions to the Improvement Plans for the construction of the Somersville Road Widening Project that were approved with the Amended Settlement Agreement in 2011. In particular, Discovery Builders proposes to close Somersville Road completely for up to 105 days between May 15, 2014 and September 1, 2014 and other design concessions to the sidewalk and landscaping.

Under a separate agreement with Contra Costa County, the City will be permitted to own, operate and maintain the portion of Somersville Road that will be widened onto the former Chevron property owned by the Seeno entities located within County jurisdiction. An irrevocable offer of dedication of right-of-way for this widened area has been executed by the Seeno entity that owns the former Chevron property and will be recorded by the City prior to re-opening Somersville Road to traffic.

Proposed Second Amendment to the Settlement Agreement

The major terms of the proposed Second Amendment to the Settlement Agreement with Discovery Builders and the Seeno entities are:

- Discovery Builders will pay the City the remaining \$72,143.05 for the City's construction of the Markley Creek Culvert Crossing.
- Discovery Builders will be allowed to close Somersville Road for up to 105 days between May 15, 2014 and September 1, 2014 in order to expedite the completion of construction by December 31, 2014 and will receive other concessions on the landscaping and sidewalk design.
- Discovery Builders will have the option not to construct the underground pipe to handle stormwater flow from Somersville Road and instead use an open earth ditch on the former Chevron property now owned by the Seeno entities until the Chevron property is developed. The City will receive a drainage release for the stormwater from Somersville Road onto the former Chevron property now owned by the Seeno entities, until public stormwater facilities and accompanying property right (e.g. easement) are

constructed on the former Chevron/proposed Tuscany Meadows property and accepted by the city with jurisdiction (likely Pittsburg). At that point, the City Manager is being given the authority to execute a quitclaim of the drainage release.

- Antioch will not contest the annexation of the former Chevron property now owned by the Seeno entities into the City of Pittsburg, but retains the ability to comment on and challenge the proposed Tuscany Meadows residential project on that property including its environmental review.
- The Seeno entities will have the ability to transport fill material from the Sky Ranch II Project in Pittsburg to the proposed Tuscany Meadows Project over a portion of James Donlon Boulevard until it is opened or for six years, whatever occurs first.
- The City will pay the Seeno entities \$445,869.96 to resolve the Mira Vista Water Tank fee credit dispute.
- Discovery Builders releases the City for any claims related to the denial of its Pointe Project at the intersection of James Donlon and Somersville Road.
- Discovery Builders and the Seeno entities will not challenge the Northeast Area Annexation.
- Discovery Builders and the Seeno entities will not challenge the City's prior Residential Development Allocation (RDA) program, the City's current and recently adopted development impact fees, park in-lieu fees or other existing dedications, exactions or fees.
- The remaining lots in the Black Diamond Subdivision shall be subject to the development impact fees in place on March 1, 2014 (and not the new fees) and up to five lots on any future development of the Pointe project, if approved, will be subject to the lower fees.
- The proposed Second Agreement is also being signed by Albert D. Seeno, Jr. and Albert D. Seeno III individually as well as by their corporate entities.

FINANCIAL IMPACT

The City will receive \$72,143.05 from Discovery Builders for the Markley Creek Culvert Project and pay \$445,869.96 to the Seeno entities from the water fund to resolve the

Mira Vista Water Tank fee credit dispute. The City is also agreeing to a lower development impact fee amount for up to five lots if a future Pointe project is approved.

The City will avoid ongoing litigation costs regarding the Mira Vista Water Tank fee credit and hopefully avoid litigation initiated by the Seeno entities regarding the Northeast Antioch Annexation Area, new development impact fees and existing dedications, exactions or fees on the existing development projects of the Seeno entities.

OPTIONS

1. Not agree to the Second Amendment to the Settlement Agreement
2. Provide direction to staff on revised terms to the Second Amendment

ATTACHMENTS

- A. Proposed Second Amendment to the Settlement Agreement
- B. 2011 Amendment to the Settlement Agreement
- C. 2009 Settlement Agreement
- D. 1994 Settlement Agreement

ATTACHMENT "A"

03-27-14

SECOND AMENDMENT TO SETTLEMENT AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE

THIS SECOND AMENDMENT TO SETTLEMENT AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE ("SECOND AMENDMENT") is entered into by and between the CITY OF ANTIOCH, a California municipal corporation ("CITY" and "ANTIOCH"), on the one hand, and DISCOVERY BUILDERS, INC., a California corporation, BLACK DIAMOND LAND INVESTORS, LLC, a California limited liability company, SEECON FINANCIAL & CONSTRUCTION CO., INC., a California corporation, SPPI-SOMERSVILLE, INC., a California corporation, and SOMERSVILLE-GENTRY, INC., a California corporation (collectively, "DISCOVERY BUILDERS"), on the other hand. These entities shall sometimes be collectively referred to as "PARTIES" and individually as "PARTY" in this SECOND AMENDMENT. Certain other signatories, identified below as "OWNERS AND AFFILIATED ENTITIES", have agreed to certain releases as specified in this SECOND AMENDMENT.

RECITALS

- A. WHEREAS, on or about September 15, 2009, ANTIOCH, SPPI-Somersville, Inc., and Somersville-Gentry, Inc. entered into a Settlement Agreement, Mutual Release and Covenant Not to Sue ("Settlement Agreement"), which agreement was subsequently amended on June 14, 2011 ("Amendment"), in which, among other things, Discovery Builders, Inc., Black Diamond Land Investors, LLC, and Seecon Financial & Construction Co., Inc. each became a PARTY thereto (collectively, the "2009 AGREEMENT").
- B. WHEREAS, by entering into this SECOND AMENDMENT, the PARTIES intend to amend the 2009 AGREEMENT as expressly stated herein, but only as expressly stated herein, and do not intend to amend any other provisions of the 2009 AGREEMENT.
- C. Definitions used in this Second Amendment are as defined in the 2009 AGREEMENT unless otherwise indicated.
- D. WHEREAS, on or about April 10, 2013, DISCOVERY BUILDERS filed an arbitration action against Antioch in the JAMS Walnut Creek office entitled *Albert D. Seeno Construction Company v. City of Antioch*, JAMS Ref. No. 1100073616, seeking reimbursement for remaining costs incurred for the construction of the Mira Vista Water Tank.
- E. WHEREAS, DISCOVERY BUILDERS has had several other disputes with CITY regarding various development proposals and some of these disputes have resulted in litigation and/or other settlement agreements.
- F. WHEREAS, DISCOVERY BUILDERS has also expressed concerns to CITY regarding the proposed Northeast Antioch Annexation Reorganization as generally described in the May 2013 Mitigated Negative Declaration prepared by Circlepoint

AI

("Northeast Area Annexation"), a proposal that CITY considers vital to the future well-being of its residents.

- G. WHEREAS, DISCOVERY BUILDERS has expressed a desire to rezone several parcels from non-residential to residential designations including the Proposed Rialto Place Project(former Gentry Property APN 076-010-030, 076-010-031 and 076-010-032), the Proposed Villa Sorrento Project(APN 076-021-012, 076-021-017 and 076-021-018), and to re-subdivide Oakley Knolls-Subdivision 8501, and develop the existing residentially zoned Proposed Quail Cove Project; and to have CITY diligently process these projects through CITY staff for consideration by CITY Planning Commission and Council.
- H. WHEREAS, the PARTIES have been engaged in a productive dialogue regarding the various disputes and desire to establish a more cooperative relationship not only to resolve these specific disputes but also minimize future disputes regarding DISCOVERY BUILDERS' properties and development proposals within CITY.

AMENDMENT

In consideration of the mutual obligations, benefits, and other valuable consideration set forth in this SECOND AMENDMENT and in the 2009 AGREEMENT and other agreements referenced below, and to clarify those obligations and benefits, and in the interest of avoiding costly and time-consuming litigation or other dispute resolution, the PARTIES hereby agree as follows:

- I. **Black Diamond Project** is generally located west of the Somersville Road / James Donlon Boulevard intersection and as defined and approved in City Council Resolution No. 98/164 and Planning Commission Resolution 03-29 ("Black Diamond Project").
- A. **Markley Creek Culvert Project.** Pursuant to Section 2 of the Amendment, the parties agree that DISCOVERY BUILDERS shall reimburse CITY the sum of \$1,349,484.40 for the Culvert Project costs in full satisfaction of DISCOVERY BUILDERS' reimbursement obligations therefor. DISCOVERY BUILDERS shall pay such reimbursement through (i) use of the remaining CREDIT of \$1,277,341.75 (resulting in a zero CREDIT balance) and (ii) payment to CITY of the sum of \$72,143.05. Such payment shall be made by check to CITY within ten (10) days of the Effective Date of this Second Amendment. Upon such payment being received by CITY, the parties agree that the obligations in Sections 2(d) and 2(i) of the Amendment have been satisfied. The parties (as well as the OWNERS AND AFFILIATED ENTITIES as defined below)also agree that, as of the Effective Date of this Second Amendment, there is no remaining CREDIT pursuant to Section V.3 of the Settlement Agreement; that DISCOVERY BUILDERS and all related and affiliated individuals and companies to these entities, Albert D. Seeno Jr., Albert D. Seeno III, which companies exist now or in the future ("OWNERS AND AFFILIATED ENTITIES")release CITY from any claims, costs, causes of action, damages, injunctive relief or other relief related to that CREDIT; and that the obligations of CITY and of the Antioch Development Agency(and its successors) under Sections 2(a), 2(b), 2(c), 2(f), 2(g), 2(h) and 2(p) of the Amendment, and of CITY under Section V.5 of the Agreement, have all been fully satisfied.

B. Somersville Road

1. Pursuant to section V.2 of the Settlement Agreement and Section 2(n) of the Amendment, DISCOVERY BUILDERS will complete the ROAD PROJECT by December 31, 2014, with the landscaping described below completed by July 1, 2015. If the road and landscaping is not completed by these deadlines, DISCOVERY BUILDERS shall be required to pay the City \$5000 per month pursuant to Section 2(o) of the Amendment. DISCOVERY BUILDERS also acknowledges and confirms its agreement to comply with its existing obligations in section 2(o), 2(q), 2(s), 2(t) of the Amendment.
2. To assist DISCOVERY BUILDERS in meeting the deadlines for construction of the ROAD PROJECT, CITY agrees to close Somersville Road continuously to through traffic for no more than 105 calendar days, with the road closure starting no sooner than May 15, 2014 and ending no later than September 1, 2014. CITY further agrees to allow two lanes of traffic if needed by DISCOVERY BUILDERS for the period of time from September 1, 2014 through December 31, 2014. CITY's obligation to close Somersville Road as set forth in this Paragraph I.B.2. shall not take effect unless (i) DISCOVERY BUILDERS has submitted a traffic control plan in compliance with all applicable CITY requirements by April 1, 2014; and (ii) CITY has approved that traffic control plan. CITY shall promptly process and, provided that it complies with all applicable requirements, approve any such traffic control plan. CITY shall review and respond to the traffic control plan submittal within fourteen (14) days of submission. All applicable traffic control measures contained within the approved traffic control plan for each phase shall be in place a minimum of 30 days prior to full street closure and until the project is reopened.
3. CITY agrees to work with DISCOVERY BUILDERS to modify and re-approve the Improvement Plans for the ROAD PROJECT prepared by Isakson and Associates and signed by CITY on June 15, 2007 ("Improvement Plans") as follows:
 - a. The storm drain pipe from Somersville Road to the drainage outfall area on the Proposed Tuscany Meadows Project may be omitted and the open earth ditch may be permitted, installed and maintained at the cost of DISCOVERY BUILDERS over the Proposed Tuscany Meadows Project (defined below) property (APN 089-150-013) and owned by Seecon Built Homes, Inc. (a company affiliated with Albert D. Seeno Jr.) but only until such time as the Proposed Tuscany Meadows Project requires the installation of any underground piping system. A drainage release, in the form attached as Exhibit A-1, shall be executed and recorded on the Proposed Tuscany Meadows Project property to allow the drainage from Somersville Road through the ditch ("Drainage Release"). Upon acceptance of the construction of the underground storm water piping system and acceptance of the associated recorded, permanent property right for the stormwater (e.g. easement, right of way including stormwater) by the jurisdiction where the Proposed Tuscany Meadows Project is located, CITY through its City Manager shall execute a Quitclaim of Drainage Release in the form attached as Exhibit A-2 within five (5) working days of such request. Should a title company require any further documentation from CITY in order to

remove the Drainage Release from title to the Proposed Tuscany Meadows Project property, CITY shall promptly respond to such request within five (5) working days of such request.

- b. Landscaping
 - i. All of the Somersville landscaping shown on the Odyssey Design Group Improvement Plans signed September 27, 2007 ("Landscape Plans") will be completed with the construction of Somersville Road, with the exception of landscaping along the west side of Somersville south of Station 8+40, which is not required to be constructed.
 - ii. Provided it is verified as acceptable by CITY, DISCOVERY BUILDERS may make a connection to the 16-inch Zone III water main to provide median irrigation water. Based on an analysis to be completed by Brown & Caldwell at DISCOVERY's request and expense, and if approved by CITY, the water main diameter within Somersville Road may be adjusted.
 - c. CITY will not require installation of a sidewalk and retaining wall along the east side of Somersville Road along CITY property frontage adjacent to the closed landfill. In lieu of installing a sidewalk and retaining wall, DISCOVERY BUILDERS shall grade and place a 6-foot wide decomposed granite path over compacted aggregate base along CITY property frontage on the east side of Somersville Road up to the driveway at Station 18+64 where it will become a 6' concrete sidewalk up to Station 21+00.
 - d. DISCOVERY BUILDERS shall include the following in the ROAD PROJECT revised Improvement Plans: (i) sewer and water and stormdrain stubs for future development on the east side of Somersville Road (approved Sequoia Business Park/proposed Rialto Place Project which has yet to receive CITY approvals); (ii) irrigation stubs/services to the east and west side of Somersville Road so when the frontage landscaping is installed, cut backs into Somersville Road will not be necessary; and (iii) conduit for the future signal at Sequoia Avenue and Somersville Road.
 - e. DISCOVERY BUILDERS shall be responsible for all associated CITY staff time plan review costs up to a cap of \$5000 regarding the revisions to the Improvement Plans and Landscape Plans; i.e. CITY will not charge DISCOVERY BUILDERS for the costs incurred in excess of \$5,000. Any consultant time for the water line resizing shall be reimbursed by DISCOVERY BUILDERS at cost regardless of the cap.
4. Prior to commencing improvements on Somersville Road as set forth above, DISCOVERY BUILDERS shall obtain the Drainage Release referred to in Section I.B.3(a) above to be recorded over APN089-150-013 for the benefit of the CITY for the purpose of overland drainage from Somersville Road to an established drainage outfall maintained by the owner of the property and successor and assigns. DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES release the City from all claims, and agrees to indemnify, defend and hold harmless the City and its officers, employees and agents from any claims, costs, causes of action,

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damages, injunctive relief or other relief arising from, or related to, claims arising from the ditch or drainage on the Tuscany Meadows Property, except where such claims or damages arise from the gross negligence or willful failure of CITY to maintain Somersville Road. This obligation of DISCOVERY BUILDERS AND OWNERS AND AFFILIATED ENTITIES to release, indemnify, defend and hold harmless the City and its officers, employees and agents shall survive the Quitclaim of Drainage Release referred to in Section I.B.3(a) above.

- C. As to the Black Diamond Project, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES agree that all CITY obligations under Section V.6 of the Settlement Agreement have been satisfied. DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES also unconditionally release the CITY from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, its contributions pursuant to the Residential Development Allocation program as set forth in City Council Resolution No. 2003/92 and the Development Agreement for the Black Diamond Project dated October 14, 2003, and to any other fees, dedications or exactions related to the Black Diamond Project that have been imposed or should have been known as of the Effective Date. With respect to the foregoing waiver and release, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES understand and knowingly and specifically waive their rights under California Civil Code section 1542 that provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor."

II. Proposed Tuscany Meadows Project is proposed to be located generally on the west side of Somersville Road to the south of Buchanan Road as defined and described in the City of Pittsburg's Notice of Preparation of an Environmental Impact Report for the Proposed Tuscany Meadows Project dated November 29, 2012 ("Proposed Tuscany Meadows Project").

- A. CITY acknowledges that the Proposed Tuscany Meadows Project is being proposed for annexation to, and development within, the City of Pittsburg. CITY shall not challenge or object to the annexation to the City of Pittsburg of the properties included in the Proposed Tuscany Meadows Project (as of November 29, 2012), provided that the following conditions are satisfied:

(1) the City of Pittsburg boundary line is moved on Somersville Road to just east of the proposed CMU (concrete masonry unit) or precast masonry wall ("Wall");

(2) in the jurisdiction of Antioch, adjacent to the Proposed Tuscany Meadows Project, an irrevocable offer of dedication of the right of way is provided to CITY by the property owner, in the form attached as Exhibit B, to dedicate the property that includes the sidewalk and minimum 18-foot future landscaping between the back of curb and Wall north of the Markley Creek culvert crossing to the Contra Costa Water District Canal;

(3) the design of the landscaping described in subsection (A)(2) above shall be approved by CITY and its installation by DISCOVERY BUILDERS shall be approved in accordance with the procedures set forth in Section 2.n of the 2011 Amendment to the 2009 AGREEMENT;

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(4) CITY will maintain the right of way and landscaping described in Subsection (A)(2) above, but the Wall shall be maintained by the Proposed Tuscany Meadows Project or homeowners of that Project with the City responsible for removing graffiti on the east exterior side of the Wall only;

(5) concurrently with the annexation of the Proposed Tuscany Meadows Project property to the City of Pittsburg, DISCOVERY BUILDERS shall process and pay all costs involved with the CITY petitioning LAFCO to annex the property east of the Wall along the Proposed Tuscany Meadows Project frontage to the City of Antioch;

(6) CITY retains the right to comment upon, object to, appeal, and otherwise challenge any decisions, actions, or approvals regarding the Proposed Tuscany Meadows Project and environmental review for that project, including the environmental review for the annexation, by the City of Pittsburg and any other governmental agency.

- B. CITY agrees not to block, impair or impede vehicular access to Somersville Road from or to the Proposed Tuscany Meadows or Proposed Rialto Place projects at the current intersection of Sequoia Drive and Somersville Road as shown on the existing Sequoia Business Park final map for Subdivision 7120 if: 1) all CEQA traffic and other traffic and public safety requirements of the Proposed Tuscany Meadows and Proposed Rialto Place projects at Somersville Road and Sequoia Drive are met by the developer of the Projects at no cost to CITY; and 2) Somersville ROAD PROJECT is completed and accepted.
- C. For six years from the Effective Date or until any portion of the future James Donlon Boulevard Extension is open for traffic, whatever occurs first, CITY agrees to grant a temporary non-exclusive encroachment permit to DISCOVERY BUILDERS over a portion of the unopened James Donlon Boulevard identified in attached Exhibit C dated March 20, 2014 granting DISCOVERY BUILDERS the right to transport fill material from the Sky Ranch II Project to the proposed Tuscany Meadows Project. The encroachment permit shall be in accordance with City standards and ordinances (including but not limited to limitations on hours, noise, etc.) and the requirements below. DISCOVERY BUILDERS shall repair and restore the area impacted by this dirt moving operation to the condition that existed immediately prior to commencement of work. This permission to use the future James Donlon Boulevard area and requirement to repair and restore the impacted area shall not be effective until DISCOVERY BUILDERS obtains an encroachment permit from CITY and provides a bond or other security acceptable to the CITY to ensure any necessary repair and restoration occurs.

III. Mira Vista Project is generally located south of James Donlon Boulevard in southwest Antioch and as generally described in the project approvals including the final map and improvement plans approved in City Council Resolution No. 94/88 ("Mira Vista Project") and the Meadow Creek Project is generally located south of Lone Tree Way and east of Hillcrest Avenue as generally described in the project approvals including the Vesting Tentative Map Tract 7111 approved in City Council Resolution No.89/346 ("Meadow Creek Project").

- A. CITY shall pay to DISCOVERY BUILDERS the lump sum of \$445,869.96 as a check made payable to Albert D. Seeno Construction Co. as full and final reimbursement by CITY for the Mira Vista water tank costs within ten (10) days after the Effective Date of

this SECOND AMENDMENT. Within five (5) days of receiving such payment, DISCOVERY BUILDERS shall dismiss with prejudice the pending arbitration regarding the Mira Vista Project filed in JAMS Walnut Creek office on April 10, 2013, *Albert D. Seeno Construction Company v. City of Antioch*, JAMS Ref. No. 1100073616 ("Arbitration"). The PARTIES agree to stay the Arbitration in the interim.

- B. DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES agree that all of CITY's obligations under the 1994 Mutual Settlement Agreement (Meadow Creek Estates/City of Antioch) have been satisfied and unconditionally releases the CITY from any claims, costs, causes of action, damages, injunctive relief or other relief, arising from, or related to, the costs, fees, dedications or exactions related to the Mira Vista Project and Meadow Creek Project.
- C. As to the Mira Vista Project and Meadow Creek Projects, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES agree that all of CITY's obligations under Section V.6 of the Settlement Agreement have been satisfied and it unconditionally releases CITY from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, the fees, dedications or exactions related to those Projects. With respect to the foregoing waiver and release, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES understand and knowingly and specifically waive their rights under California Civil Code section 1542 that provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor."

- IV. Proposed Pointe Project is generally located at the intersection of James Donlon Boulevard and Somersville Road (APN 089-160-010) for which the City Council allowed an application for development of the subject parcel under certain conditions pursuant to Resolution No. 2005/133 and as described in the proposed Mitigated Negative Declaration dated March 2013 and prepared by Douglas Herring & Associates ("Proposed Pointe Project").

DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES unconditionally release the CITY from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, the Residential Development Allocation program for the Proposed Pointe Project or denial of the Project presented to the City Council on January 28, 2014. This release does not apply to any future applications submitted, if any, for development on all or a portion of the Property (APN 089-160-010). If DISCOVERY BUILDERS submits a future application for development of this Property, CITY shall utilize relevant information from the March 2013 Mitigated Negative Declaration prepared by Douglas Herring & Associates in preparing the subsequent environmental review in an effort to reduce costs. With respect to the foregoing waiver and release, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES understand and knowingly and specifically waive their rights under California Civil Code section 1542 that provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor."

V. Northeast Antioch Area Reorganization is generally described in the May 2013 Proposed Mitigated Negative Declaration prepared by Circlepoint ("Northeast Area Annexation").

The Northeast Area Annexation is a critical component of CITY's long-term vision for its orderly development, maintenance of the quality of life for its residents, protection of the general and regional welfare, and long-term fiscal health of CITY. DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES, shall not challenge, object or file any lawsuit or cause of action or instigate or assist any other person or corporation to challenge, object, or file any lawsuit or cause of action arising from, or related to the Northeast Area Annexation (including but not limited to any related rezoning or other planning approval and any environmental documentation or actions under CEQA). DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES unconditionally release CITY from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, the Northeast Area Annexation. With respect to the foregoing waiver and release, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES understand and knowingly and specifically waive their rights under California Civil Code section 1542 that provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor."

VI. Impact Fees.

- A. DISCOVERY BUILDERS, and OWNERS AND AFFILIATED ENTITIES shall not challenge, object or file any lawsuit or cause of action or instigate or assist any other person or corporation to challenge, object, or file any lawsuit or cause of action arising from, or related to, (1) the CITY's prior, existing and currently proposed (ordinance introduced at the March 11, 2014 City Council meeting) Residential Development Allocation program; (2) CITY's current development impact fees adopted pursuant to California Government Code section 66000 (AB 1600) and park in-lieu fees adopted pursuant to the Subdivision Map Act and any other impact fee, dedication or exaction requirements under the Antioch Municipal Code currently in effect or as applied to any project of DISCOVERY BUILDERS or any OWNERS AND AFFILIATED ENTITIES entitled in the City of Antioch as of the Effective Date; and (3) the proposed development impact fees pursuant to California Government Code section 66000 (AB 1600) and park in-lieu fees adopted pursuant to the Subdivision Map Act as described in the Development Impact Fee Study by Economic & Planning Systems, Inc. dated February 2014 and introduced by ordinance at the March 11, 2014 City Council meeting.
- B. CITY agrees that remaining lots in the existing recorded final map for the 286-lot Black Diamond Project for which a building permit has not been issued as of the Effective Date will be subject to the City's impact fees in place on March 1, 2014 and not the proposed development impact fees cited in this Section VI(A)(3). In the event an application for residential development on the subject parcel identified in Section IV above (089-160-010) is approved by CITY, then the CITY agrees that no more than five (5) lots in such development will be subject to the CITY's impact fees in place on March 1, 2014, and

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not the proposed development impact fees cited in this Section VI(A)(3). Additional lots in excess of these five (5) lots would be subject to all impact fees in effect at time of building permit issuance. Nothing in this provision is intended to be construed as an agreement or approval by the CITY of any development on the subject parcel identified in Section IV above (089-160-010).

- C. DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES unconditionally release CITY from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, the Residential Development Allocation program and development impact fees, dedications and exactions as described above. With respect to the foregoing waiver and release, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES understand and knowingly and specifically waive their rights under California Civil Code section 1542 that provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor."

VII. General Provisions.

- A. For purposes of this SECOND AMENDMENT, the term "Effective Date" shall mean the date of the public meeting when the ANTIOCH City Council adopts and approves this SECOND AMENDMENT, provided that DISCOVERY BUILDERS has already approved and executed this SECOND AMENDMENT.
- B. This SECOND AMENDMENT may be executed in one (1) or more counterparts, each of which shall be deemed an original, notwithstanding that the signatures and the PARTIES' designated representatives do not appear on the same page, all of which when taken together shall constitute one (1) and the same instrument and which shall be binding on the PARTIES.
- C. The PARTIES agree to execute such other documents and perform such other acts as may be reasonably requested to carry out this SECOND AMENDMENT in a reasonable and timely manner.
- D. The PARTIES agree that this SECOND AMENDMENT reflects the joint drafting efforts of the PARTIES. In the event any dispute, disagreement, or controversy arises regarding this SECOND AMENDMENT, the PARTIES shall be considered joint authors and no provision shall be interpreted against any PARTY because of authorship. Each PARTY also agrees that it is fully informed as to the meaning and intent of all terms and conditions of the SECOND AMENDMENT as a whole and has been advised by counsel in that regard. This SECOND AMENDMENT is the product of negotiation and preparation by and between the PARTIES to this SECOND AMENDMENT and their respective attorneys. The PARTIES therefore expressly acknowledge and agree that this SECOND AMENDMENT shall not be deemed prepared or drafted by one (1) PARTY or another, or its attorneys, and will be construed accordingly.
- E. Each PARTY warrants and agrees that this SECOND AMENDMENT may not be altered, amended, modified, or otherwise changed except in writing duly executed by an

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authorized representative of each of the PARTIES which expressly agrees to a modification of the SECOND AMENDMENT and which is duly executed by an authorized representative of each PARTY. In the event any nonmaterial provisions contained in this SECOND AMENDMENT shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this SECOND AMENDMENT.

- F. Each signatory to this SECOND AMENDMENT warrants and represents that he or she is competent and authorized to enter into this SECOND AMENDMENT on behalf of the PARTY or PARTIES for whom he or she purports to sign.
- G. Except as amended herein, all other provisions of the 2009 SETTLEMENT AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES enter into and date this SECOND AMENDMENT this ____ day of _____, 2014.

DISCOVERY BUILDERS:

ALBERT D. SEENO, Jr.

By: _____

ALBERT D. SEENO, III

By: _____

DISCOVERY BUILDERS, INC.
a California corporation

By: _____

Name: Albert D. Seeno, III
Its: President

BLACK DIAMOND LAND INVESTORS, LLC, a
California limited liability company

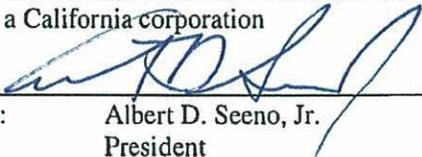
By: DISCOVERY BUILDERS, INC.,
a California corporation
Its: Manager

By: _____

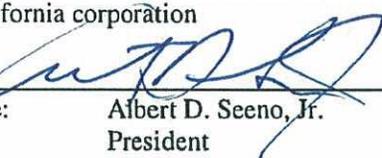
Name: Albert D. Seeno, III
Its: President

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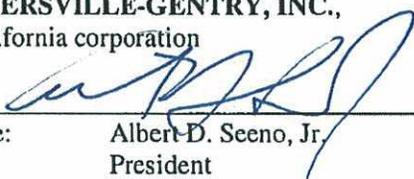
**SEECON FINANCIAL & CONSTRUCTION CO.,
INC., a California corporation**

By: 
Name: Albert D. Seeno, Jr.
Its: President

**SPPI-SOMERSVILLE, INC.
a California corporation**

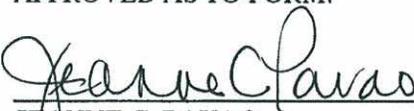
By: 
Name: Albert D. Seeno, Jr.
Its: President

**SOMERSVILLE-GENTRY, INC.,
a California corporation**

By: 
Name: Albert D. Seeno, Jr.
Its: President

APPROVED AS TO FORM:

Dated: April 1, 2014


JEANNE C. PAVAO
Attorney for Discovery Builders, Inc., Black Diamond
Land Investors, LLC, Seecon Financial &
Construction Co., Inc., SPPI-Somersville, Inc., and
Somersville-Gentry, Inc.

ANTIOCH:

CITY OF ANTIOCH,
a California municipal corporation

By: _____
Name: _____
Its: _____

All

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

Dated: _____

ROBERT S. PERLMUTTER
Attorney for the City of Antioch

- Exhibit A-1 – Drainage Release and Agreement
- Exhibit A-2 – Quitclaim of Drainage Release and Agreement
- Exhibit B – Irrevocable Offer of Dedication for Somersville Road Widening
- Exhibit C – James Donlon Boulevard encroachment area

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Exhibit A-1

PLEASE RECORD AND
WHEN RECORDED MAIL TO:

City of Antioch
Third and "H" Streets
Antioch, CA 94509
Attn: City Attorney

DRAINAGE RELEASE AND AGREEMENT

THIS DRAINAGE RELEASE AND AGREEMENT ("Release") is made this ____ day of _____, 2014, by Seecon Built Homes, Inc., herein called "Owner" and the City of Antioch, herein called "City."

WITNESSTH:

WHEREAS, Owner's Property, which is commonly known as Tuscany Meadows (Assessor's Parcel No. 089-150-013) is described and shown in Exhibits "1" and "2" attached hereto and made a party hereof; and

WHEREAS, Owner's Property has historically accepted drainage from Somersville Road area; and

WHEREAS, pursuant to the approvals for the Black Diamond Ranch, including a Development Agreement dated October 14, 2003 among the City, Discovery Builders and Seecon Financial and Construction Co., affiliated companies of Owner, Improvement Agreement dated March 17, 2004, Deferred Improvement Agreement dated May 1, 2007, as well as a Settlement Agreement, Mutual Release and Covenant Not to Sue dated September 15, 2009 and amended on June 14, 2001, Discovery Builders and affiliated companies of

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AB

Owner agreed to widen Somersville Road south of the Contra Costa Canal, which includes the area adjacent to the east boundary of the Owner's Property; and

WHEREAS, pursuant to the Improvement Plans prepared by Isakson and Associates on behalf of Discovery Builders and affiliated companies of Owner and signed by the City on June 15, 2007, the design of the Somersville Road Widening Project as shown on the Improvement Plans will collect drainage waters from roadway surfaces to be conveyed by an underground pipe to an existing downstream discharge pipe under the Contra Costa Canal and;

WHEREAS, pursuant to the Second Amendment to Settlement Agreement, Mutual Release and Covenant Not to Sue dated _____ ("Second Amendment to the Settlement Agreement"), Discovery Builders and affiliated companies of Owner now desire certain revisions to these Improvement Plans, including the option not to construct an underground pipe to handle the storm water flow and instead to use an open earth ditch across Owner's Property until Owner's Property is developed;

NOW, THEREFORE, the Owner, based on consideration in the Second Amendment to the Settlement Agreement and being allowed to defer construction of the underground storm water pipe, agrees to accept the flow of drainage waters from the widened Somersville Road indefinitely subject to the following terms and conditions:

1. As set forth in the Second Amendment to the Settlement Agreement, upon completion of the Somersville Road Widening Project, the drainage waters flowing from and through the right of way, including but not limited to the roadway, landscaping and sidewalk, may discharge onto the Owner's Property at Point A, the approximate location as shown on Exhibit "2". Owner will accept such waters and construct either a swale or a pipe, at its sole option, to

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transport such waters to the existing point of discharge from the Owner's Property at Point B, the approximate location as shown

on Exhibit "2". Owner may at its sole discretion relocate such swale or pipe provided the drainage waters from Somersville Road continue to be accommodated. Owner shall be responsible for the maintenance of such swale or pipe. In addition, future development of the Owner's Property shall be designed to accommodate such drainage waters.

2. Upon installation of a permanent underground storm water piping system which will convey the drainage waters from Somersville Road to the final point of discharge, and acceptance of Owner's dedication of underground storm water piping system and acceptance of the associated recorded, permanent property right for the storm water (e.g. easement, right of way including storm water) by the jurisdiction where Owner's Property is located, this Release shall automatically terminate and Owner shall be entitled to record the Quitclaim Deed, a copy of which is attached as Exhibit "3". City agrees to cooperate with Owner and promptly provide any additional documentation necessary to remove this Release from title to Owner's Property.

3. Owner and Albert D. Seeno Jr., on behalf of any companies affiliated with him, release the City and agree to indemnify, defend and hold harmless the City and its officers, employees and agents from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, claims arising from the drainage on Owner's Property, except where such claims or damages arise from the gross negligence or willful failure of City to maintain Somersville Road. Owner and Albert D. Seeno Jr., on behalf of any companies affiliated with him, agree that they expressly waive, for themselves and any successor in interest, the provisions of Section 1542 of the Civil Code of the State of California, which reads as follows:

03/27/14

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"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing of this release, which if known by him or her must have materially affected his or her settlement with the debtor.

THIS RELEASE shall run with the land and be binding upon the heirs, successors, and assigns of Owner and any public successor to the City.

OWNER

SEECON BUILT HOMES, INC.

By: _____
Albert D. Seeno, Jr.
President

ALBERT D. SEENO, JR.

By: _____
Albert D. Seeno, Jr.

CITY OF ANTIOCH

By: _____

03/27/14

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EXHIBIT 1

The land situated in the unincorporated area of the County of Contra Costa, State of California, and described as follows:

PARCEL ONE:

Parcel B, as shown on the Parcel Map filed January 22, 1987, in Book 126 of Parcel Maps, Page 7, Contra Costa County Records, described as follows:

EXCEPTING FROM PARCEL ONE:

A portion of Parcel B, as shown on the Parcel Map filed January 22, 1987, in Book 126 of Parcel Maps, Page 7, Contra Costa County Records, described as follows:

Beginning at the southwest corner of Parcel A, as shown on said Map (126 P.M. 7); thence from said point of beginning, North 89° 06' 48" West, along the south line of said Parcel A, 1124.96 feet; thence South 0°52' 40" West, 142.20 feet; thence South 89° 06' 48" East, 1124.94 feet; thence North 0° 53' 02" East 142.20 feet to the point of beginning.

(Being Area 2 as shown on the Record of Survey Lot Line Adjustment LL 20-87, filed January 13, 1988, in Book 86 of Licensed Surveyors Maps, Page 24, Contra Costa County Records.)

ALSO EXCEPTING FROM PARCEL ONE: The following rights reserved in the Deed from Chevron U.S.A. Inc., a Pennsylvania corporation, recorded February 2, 1987, Book 13424, Page 141, Series No. 87-24729, Official Records:

A) All oil, gas and other hydrocarbons; non-hydrocarbon gasses or gaseous substances; all other minerals of whatsoever nature, without regard to similarity to the above-mentioned substances; and all substances that may be produced therewith from said real property.

B) All geothermal resources, embracing: indigenous steam, hot water and hot brines; steam and other gasses, hot water and hot brines resulting from water, gas or other fluids artificially introduced into subsurface formations; heat or other associated energy found beneath the surface of the earth; and byproducts of any of the foregoing such as minerals (exclusive of oil or hydrocarbon gas that can be separately produced) which are found in solution or association with or derived from any of the foregoing.

C) The sole and exclusive right from time to time to bore or drill and maintain wells and other works into and through said real property and adjoining streets, roads and highways below a depth of five hundred feet (500') for the purpose of exploring for and producing energy resources and the right to produce, inject, store and remove from and through said bores, wells or works, oil, gas, water, and other substances of whatever nature, and the right to perform below said depth any and all operations deemed by Grantor necessary or convenient for the exercise of such rights. The rights hereinabove excepted and reserved to Grantor do not include and do not except or reserve to Grantor any right of Grantor to use the surface of said real property or the first five hundred feet (500') below said surface or to conduct any operations thereon or therein. Unless hereinafter specifically excepted and reserved, all rights and interests in the surface of said real property are hereby conveyed to Grantee.

PARCEL TWO:

A Portion of Parcel A as shown on the Parcel Map filed January 22, 1987, in Book 126 of Parcel Maps, page 7, Contra Costa County records, described as follows:

Beginning at the northwest corner of said Parcel A; thence from said point of beginning, along the exterior line of said Parcel A as follows: South 0°52' 40" West, 849.99 feet and South 89°06' 48" East, 100.00 feet; thence North 0°52' 40" East, 175.56 feet; thence northeasterly along the arc of a tangent curve to the right with a radius of 750.00 feet, through a central angle of 36° 22' 25", an arc distance of 476.13 feet; thence North 37° 15' 05" East, 49.62 feet; thence North 42° 57' 43" East, 60.30 feet; thence North 37° 15' 05" East, 180.03 feet to the north line of said Parcel A; thence North 89° 07' 20" West, along said North line, 422.73 feet to the point of beginning.

(Being Area 1, as shown on the record of Survey Lot Line Adjustment LL 20-87, filed January 13, 1988, in Book 86 of Licensed Surveyors Maps, page 24, Contra Costa County Records.)

EXCEPTING FROM PARCEL TWO: The following rights reserved in the Deed from Chevron U.S.A. Inc., a Pennsylvania corporation, recorded May 9, 1989, Book 15053, Page 667, Series No. 89-84454, Official Records:

A): All oil, gas and other hydrocarbons; non-hydrocarbon gasses or gaseous substances; all other minerals of whatsoever nature, without regard to similarity to the above-mentioned substances; and all substances that may be produced therewith from said real property.

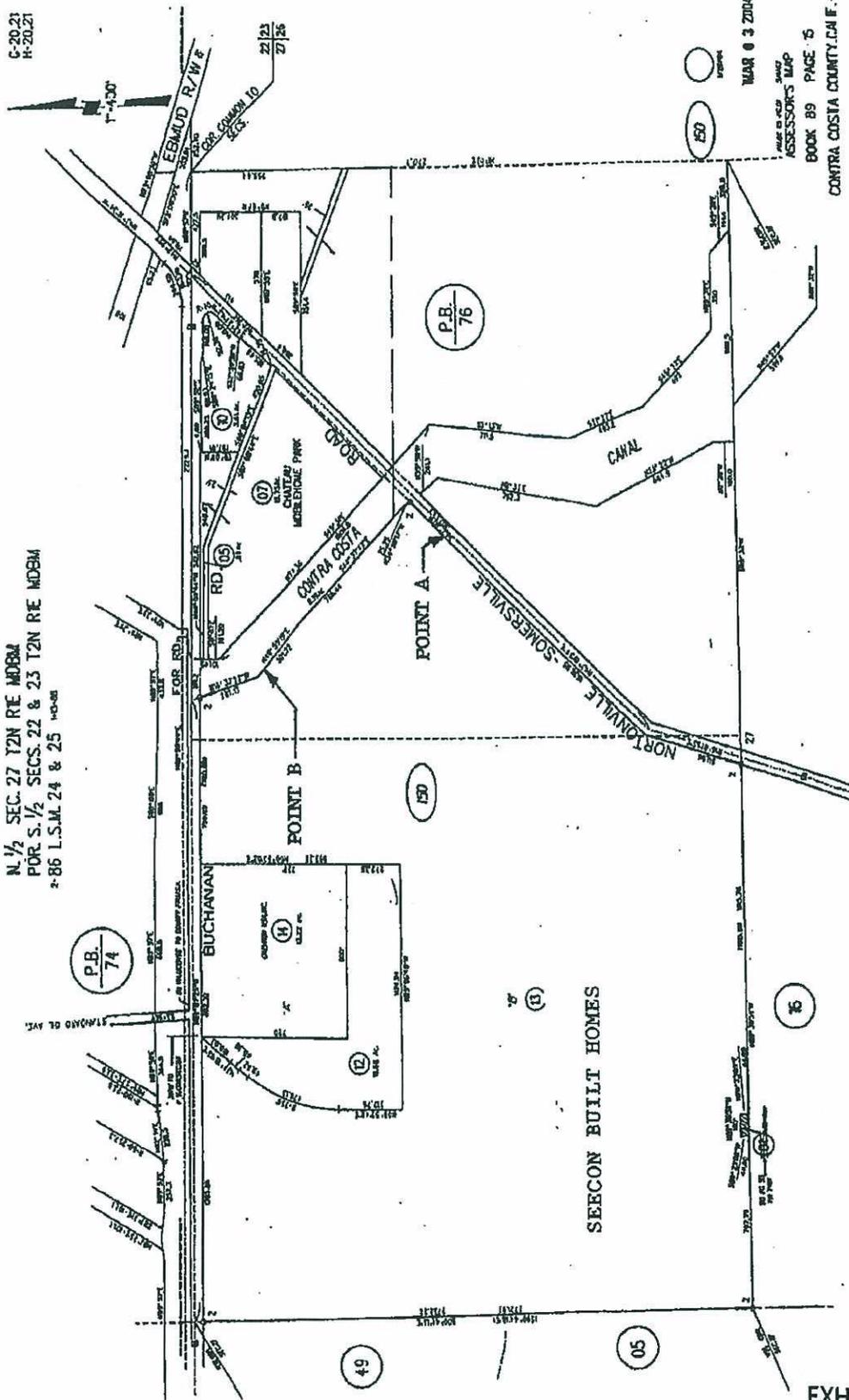
B) All geothermal resources, embracing: indigenous steam, hot water and hot brines; steam and other gasses, hot water and hot brines resulting from water, gas or other fluids artificially introduced into subsurface formations; heat or other associated energy found beneath the surface of the earth; and byproducts of any of the foregoing such as minerals (exclusive of oil or hydrocarbon gas that can be separately produced) which are found in solution or association with or derived from any of the foregoing.

C) The sole and exclusive right from time to time to bore or drill and maintain wells and other works into and through said real property and adjoining streets, roads and highways below a depth of five hundred feet (500') for the purpose of exploring for and producing energy resources and the right to produce, inject, store and remove from and through said bores, wells or works, oil, gas, water, and other substances of whatever nature, and the right to perform below said depth any and all operations deemed by Grantor necessary or convenient for the exercise of such rights. The rights hereinabove excepted and reserved to Grantor do not include and do not except or reserve to Grantor any right of Grantor to use the surface of said real property or the first five hundred feet (500') below said surface or to conduct any operations thereon or therein. Unless hereinafter specifically excepted and reserved, all rights and interests in the surface of said real property are hereby conveyed to Grantee.

(End of Legal Description)

C-20.21
H-20.21

N. 1/2 SEC. 27 T2N R1E MDBM
POR. S. 1/2 SECS. 22 & 23 T2N R1E MDBM
± 86 L.S.M. 24 & 25 MDBM



MAR 03 2004
MADE BY CUP SHAW
ASSESSOR'S MAP
BOOK 89 PAGE 15
CONTRA COSTA COUNTY, CALIF.

EXHIBIT 2

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EXHIBIT A-2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Seecon Built Homes, Inc.
Attn.: Albert D. Seeno, Jr.
4061 Port Chicago Hwy.
Concord, CA 94520

Space Above This Line For Recorder's Use

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged,
CITY OF ANTIOCH, a municipal corporation ("CITY") does hereby RELEASE, REMISE and
QUITCLAIM to SEECON BUILT HOMES, INC., a California corporation ("Seecon"), any and
all of CITY's right, title and interest in that certain Drainage Release and Agreement entered into
by and between CITY and SEECON and recorded in the Recorder's Office of Contra Costa
County, California on _____, 201_, as Instrument No. _____.

IN WITNESS WHEREOF the undersigned has executed this QUITCLAIM DEED this __ day of
_____, 201_.

CITY OF ANTIOCH,
a municipal corporation

By: _____
Name: _____
Its: _____

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Exhibit "B"

WHERE RECORDED RETURN TO:

City of Antioch
Third & "H" Streets
Antioch, CA 94509

NO FEE DOCUMENT

APN: 089-150-013 (Portion)

Space Above for Recorder's Use Only

IRREVOCABLE OFFER OF DEDICATION

SEECON BUILT HOMES, INC., a California corporation,

Does hereby irrevocably offer for dedication to the City of Antioch, a municipal corporation, for any and all public purposes, the right-of-way for the widening of Somersville Road on, over, under and across that certain real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

SEE EXHIBIT "A" attached hereto and made a part hereof

The roadway hereby dedicated shall not be opened to public traffic until this Offer of Dedication has been accepted by the City of Antioch and recorded in the Contra Costa County Official Records.

Date: _____

SEECON BUILT HOMES, INC.
a California corporation

By: _____

Name: _____

Title: _____

Accepted by the City of Antioch pursuant to Resolution _____

By: _____

City Clerk

Date: _____

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EXHIBIT 'A-1'
PARCEL 4A

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 'B' OF THAT RECORD OF SURVEY, LOT LINE ADJUSTMENT LL 20-87 FILED ON JANUARY 13, 1988 IN BOOK 86 LICENSED SURVEYORS MAPS AT PAGE 24 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" IRON PIPE MARKING THE CENTER OF SECTION 27 TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 NORTH 89°37'12" WEST 122.75 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 'B'(86 LSM 24), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF SOMERSVILLE ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 'B' AS SAID PARCEL IS SHOWN ON THAT SUBDIVISION MAP ENTITLED "BLACK DIAMOND RANCH UNIT 1" FILED ON NOVEMBER 10, 2003 IN BOOK 458 AT PAGE 9 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 'B' (458 M 9) NORTH 89°37'12" WEST, 12.05 FEET;

THENCE LEAVING SAID NORTH LINE NORTH 19°29'00" EAST, 314.69 FEET;

THENCE NORTH 00°51'42" WEST, 17.95 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 29.00 FEET, THROUGH A CENTRAL ANGLE OF 52°12'01", AND AN ARC LENGTH OF 26.42 FEET;

THENCE NORTH 51°20'20" EAST, 7.27 FEET;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1458.00 FEET, WHOSE RADIUS POINT BEARS SOUTH 69°40'49" EAST THROUGH A CENTRAL ANGLE OF 01°33'07", AND AN ARC LENGTH OF 39.49 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE OF SOMERSVILLE ROAD;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF SOUTH 18°01'43" WEST, 398.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,760 SQUARE FEET OR 0.06 ACRES OF LAND, MORE OR LESS

END OF DESCRIPTION



A22



S68°07'42"E (R)

L=39.49'
R=1458.00
Δ=1°33'07"

S69°40'49"E(R)

N51°20'20"E
7.27'

R=29.00
Δ=52°12'02"
L=26.42'

N00°51'42"W
17.95'

**SEECON BUILT
HOMES, INC.
(16591 OR 358)
(PCL 'B' - 86 LSM 24)
089-150-013**

S68°07'42"E (R)
L=39.49'
R=1458.00
Δ=1°33'07"

S69°40'49"E(R)
N51°20'20"E
7.27'

R=29.00
Δ=52°12'02"
L=26.42'

DETAIL

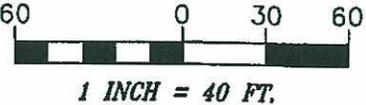
LEGEND

1" = 20'

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
- PARCEL 4A DEDICATION AREA = 2,760 S.F.

--- CITY LIMIT LINE
APN 089-150-013

CITY OF ANTIOCH PARK SITE
PARCEL 'B'
(458 M 9)



ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3335
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-1' PARCEL 4A	CHECKED BY: DOI	DRAWN BY: BJL/GW	JOB NO. 200354
	SCALE: 1" = 60'	DATE: 03-18-14	SHEET 1 OF 1

A23

S:\2003 Jobs\200354\DWG\PLATS\200354-ROW\304A-03.DWG, ROW PCL 4A TAKE, 3/18/2014 11:10:48 AM

EXHIBIT 'A-2'
PARCEL 4C

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 'B' OF THAT RECORD OF SURVEY, LOT LINE ADJUSTMENT LL 20-87 FILED ON JANUARY 13, 1988 IN BOOK 86 LICENSED SURVEYORS MAPS AT PAGE 24 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" IRON PIPE MARKING THE CENTER OF SECTION 27 TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 NORTH 89°37'12" WEST 122.75 FEET TO THE NORTHEAST CORNER OF PARCEL 'B' AS SAID PARCEL IS SHOWN ON THAT SUBDIVISION MAP ENTITLED "BLACK DIAMOND RANCH UNIT 1" FILED ON NOVEMBER 10, 2003 IN BOOK 458 AT PAGE 9 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 'B' (86 LSM 24);

THENCE ALONG THE EAST LINE OF SAID PARCEL 'B' (86 LSM 24) NORTH 18°01'43" EAST, 512.03 FEET;

THENCE NORTH 43°18'42" EAST 42.74 FEET TO THE POINT OF BEGINNING,

THENCE CONTINUING ALONG SAID EAST LINE NORTH 43°18'42" EAST, 1494.28 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CONTRA COSTA CANAL;

THENCE LEAVING SAID EAST LINE OF PARCEL 'B' (86 LSM 24) AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 35°05'06" WEST, 52.95 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 43°20'42" WEST, 874.90 FEET;

THENCE SOUTH 78°20'13" WEST, 24.41 FEET;

THENCE SOUTH 43°20'42" WEST, 60.00 FEET;

THENCE SOUTH 08°21'10" WEST, 24.41 FEET;

THENCE SOUTH 43°20'42" WEST, 141.42 FEET;



A24

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1458.00 FEET, THROUGH A CENTRAL ANGLE OF 15°27'25", AND AN ARC LENGTH OF 393.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 72,771 SQUARE FEET OR 1.67 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION



A25

CONTRA COSTA
CITY OF ANTIOCH (516 OR 1)

CONTRA COSTA COUNTY

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.
- CITY LIMIT LINE

SHEET 6

PARCEL 4C

SHEET 5

(86 LSM 24)

SHEET 4

ROAD
LOT B
307 M 42

SEQUOIA DR.

SHEET 3

SOMERSVILLE
LOT A
307 M 42

SHEET INDEX

SEECON BUILT HOMES, INC.
PCL 'B'
(126 PM 7)
089-150-013

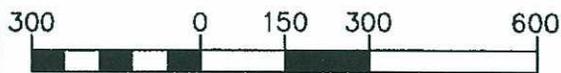
POB

PROPOSED
STATIONLINE
SOMERSVILLE RD
EX CENTERLINE
SOMERSVILLE RD
(28 DEEDS 255)

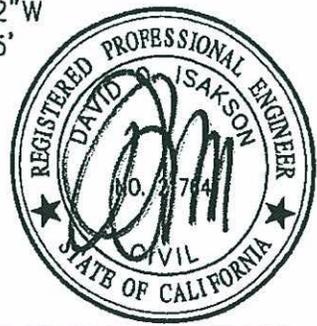
CITY OF ANTIOCH
(3251 OR 439)
(107 LSM 4)

SHEET 2

POC @ FOUND 2" IRON PIPE
@ CENTER OF SECTION 27
T.2N., R.1E., M.D.M.B



1 INCH = 300 FT.



APN 089-150-013

CONTRA COSTA COUNTY
CITY OF ANTIOCH
PARCEL 'B'
(458 M 9)

N89°37'12"W
122.75'

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 300'

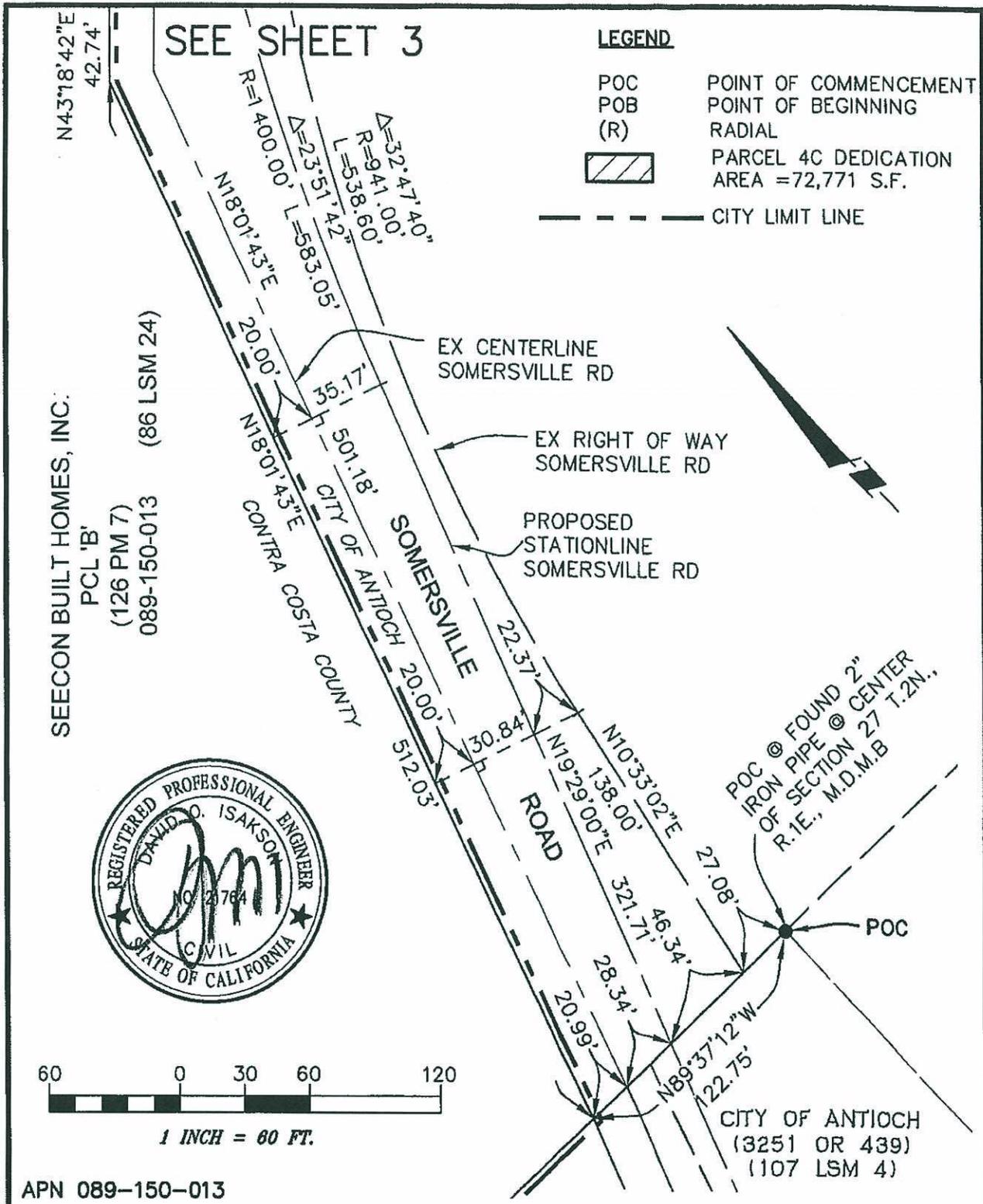
DATE: 03-18-14

SHEET 1 OF 6

S:\12003 jobs\200354\dwg\PLATS\200354-ROW\304C_SHEET-1-03.DWG. ROW PCL 4C TAKE P1. 3/18/2014 11:14:31 AM

A26

S:\2003 Jobs\200354\DWG\PLATS\200354-ROW-304C_SHEET-2-03.DWG, ROW PCL 4C TAKE P2, 3/18/2014 11:16:43 AM



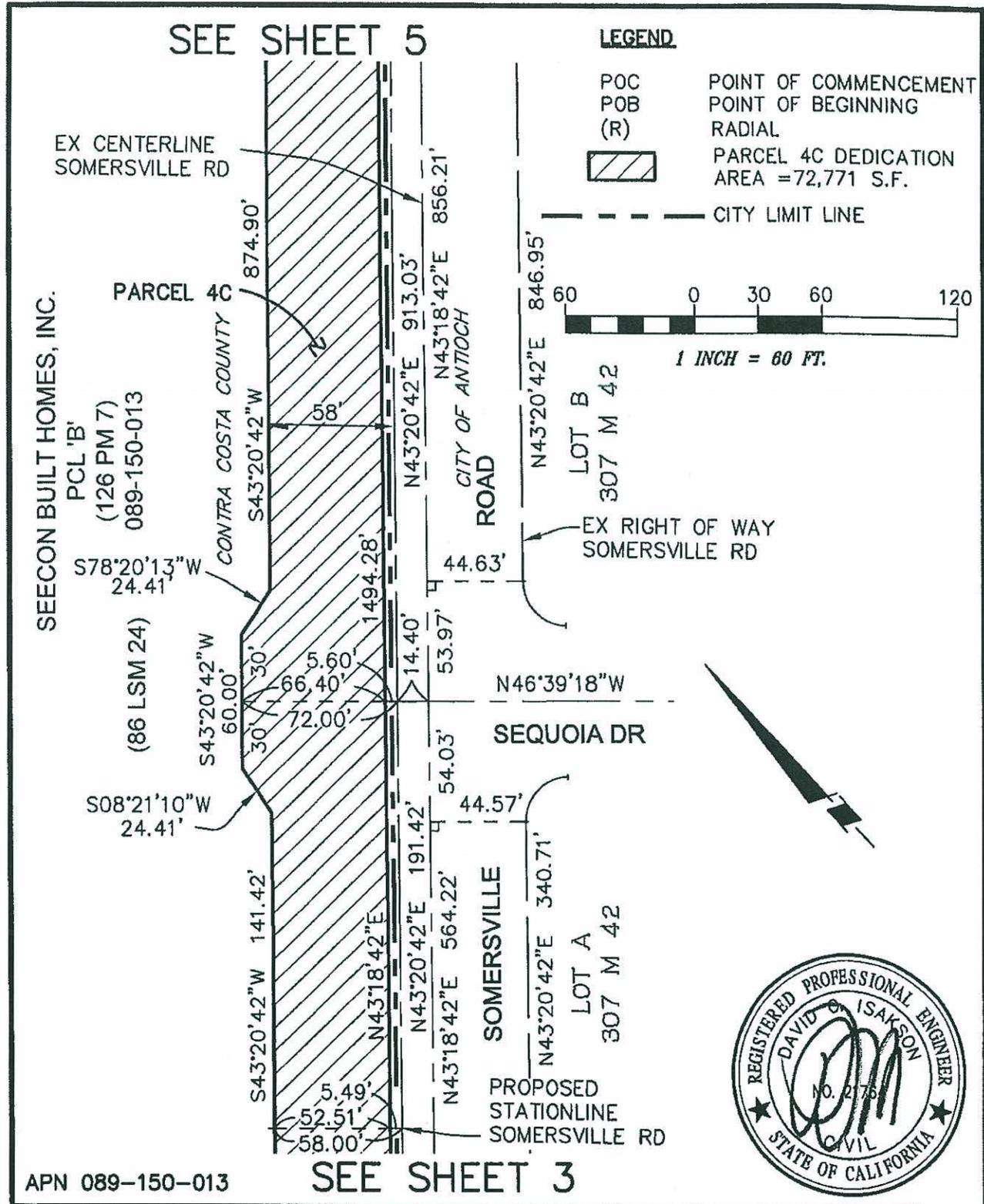
ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
 PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2' PARCEL 4C	CHECKED BY: DOI	DRAWN BY: BJJ/GW	JOB NO. 200354
	SCALE: 1" = 60'	DATE: 03-18-14	SHEET 2 OF 6

A27

S:\2003 Jobs\200354\DWG\PLATS\200354-ROW-304C_SHEET-4-03.DWG, ROW PCL 4C TAKE P4, 3/18/2014 11:19:16 AM



ISAKSON & ASSOCIATES INC.			
2255 YGNACIO VALLEY ROAD, SUITE C		WALNUT CREEK, CA. 94598-3349	
PHONE (925) 937-9333		FAX (925) 937-7926	
EXHIBIT 'B-2' PARCEL 4C	CHECKED BY: DOI	DRAWN BY: BJL/GW	JOB NO. 200354
	SCALE: 1" = 60'	DATE: 03-18-14	SHEET 4 OF 6

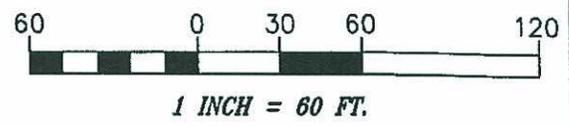
A29

S:\2003 Jobs\200354\DWG\PLATS\200354-ROW-304C_SHEET-5-03.DWG, ROW PCL 4C TAKE P5, 3/18/2014 11:21:01 AM

SEE SHEET 6

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.
-  CITY LIMIT LINE



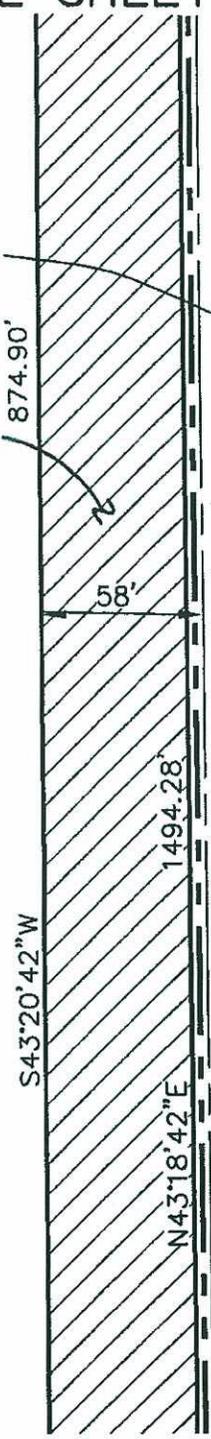
EX CENTERLINE SOMERSVILLE RD

PARCEL 4C

SEECON BUILT HOMES, INC.

PCL 'B'
(126 PM 7)
089-150-013 (86 LSM 24)

CONTRA COSTA COUNTY



ROAD

CITY OF ANTIOCH

SOMERSVILLE

EX RIGHT OF WAY SOMERSVILLE RD

LOT B
307 M 42

PROPOSED STATIONLINE SOMERSVILLE RD



APN 089-150-013

SEE SHEET 4



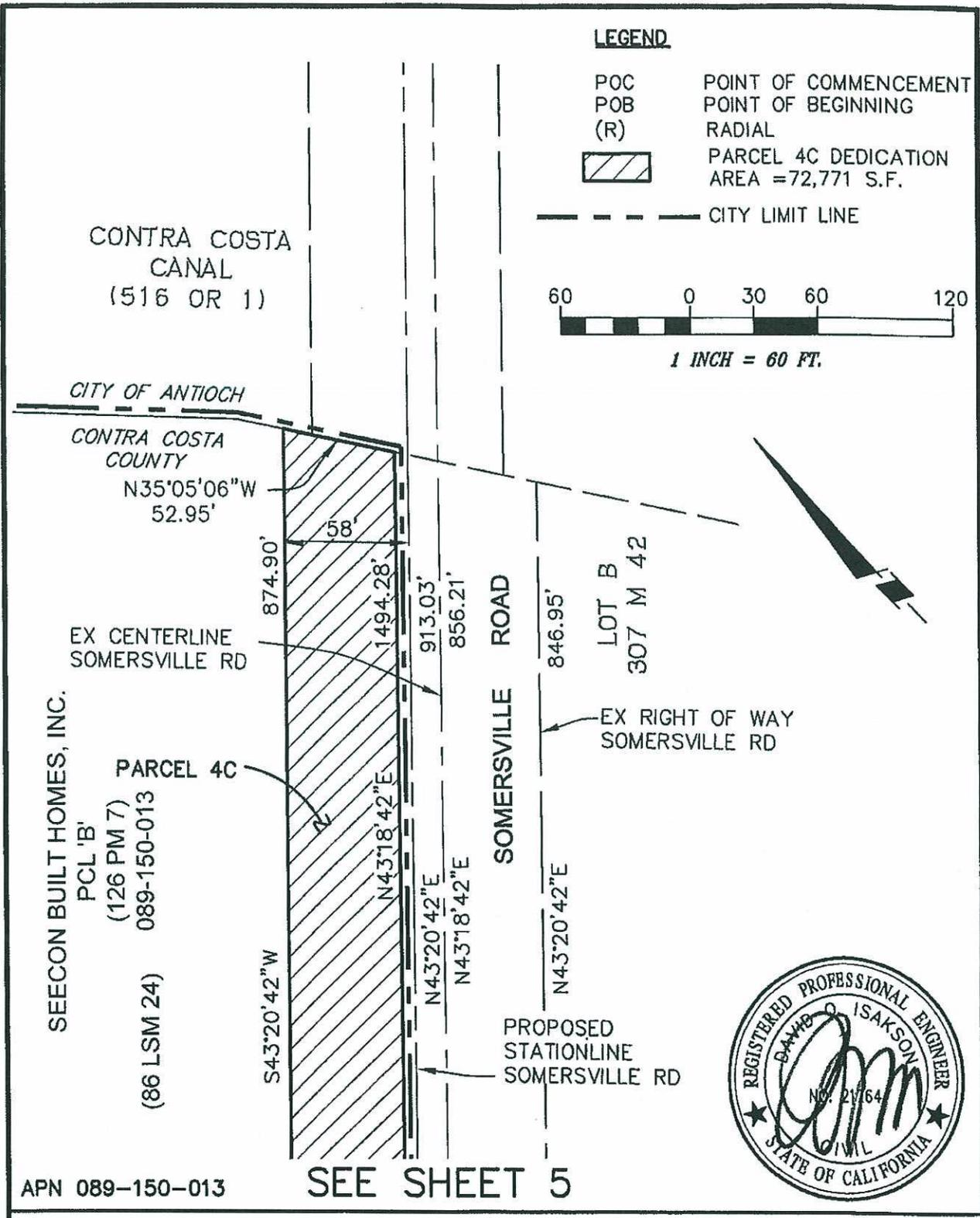
ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2' PARCEL 4C	CHECKED BY: DOI	DRAWN BY: BJL/GW	JOB NO. 200354
	SCALE: 1" = 60'	DATE: 03-18-14	SHEET 5 OF 6

A30

S:\2003 Jobs\200354\DWG\PLATS\200354-ROW-304C_SHEET-6-03.DWG, ROW PCL 4C TAKE P6, 3/18/2014 11:23:27 AM



APN 089-150-013

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2' PARCEL 4C	CHECKED BY: DOI	DRAWN BY: BJJ/GW	JOB NO. 200354
	SCALE: 1" = 60'	DATE: 03-18-14	SHEET 6 OF 6

A31

EXHIBIT C
SHEET 1 OF 2

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF JAMES DONLAN BOULEVARD, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 00°41'52" WEST, 50.01 FEET
FROM THE SOUTHWEST CORNER OF PARCEL 'B' AS SAID PARCEL IS
SHOWN ON AND SO DESIGNATED ON THAT RECORD OF SURVEY FILED ON
JANUARY 13, 1988 IN BOOK 86 OF LICENSED SURVEYORS MAPS AT PAGE 24
IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, STATE OF
CALIFORNIA, THENCE ALONG THE NORTHERLY RIGHT OF WAY OF JAMES
DONLAN BOULEVARD SOUTH 89°37'12" EAST, 126.59 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF
1,495.00 FEET, THROUGH A CENTRAL ANGLE OF 00°53'50", AND AN ARC
LENGTH OF 23.41 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 56°24'15" WEST, 178.61
FEET TO THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF
BLACK DIAMOND RANCH UNIT 1 FILED ON NOVEMBER, 10, 2003 IN BOOK
458 OF MAPS AT PAGE 9 IN THE OFFICE OF THE RECORDER OF CONTRA
COSTA COUNTY, STATE OF CALIFORNIA, AND THE SOUTHERLY RIGHT OF
WAY LINE OF JAMES DONLAN BOULEVARD;

THENCE ALONG SAID WESTERLY LINE NORTH 00°41'52" WEST, 100.02 FEET
TO THE POINT OF BEGINNING.

CONTAINING: 7,512 SQUARE FEET OF LAND, MORE OR LESS

END OF DESCRIPTION



LEGEND

POB POINT OF BEGINNING



ACCESS AREA

SECON BUILT HOMES
PARCEL 'B'
(86 LSM 24)



LOT 29
(445 M 27)

POB

$R=1495.00'$
 $\Delta=00^{\circ}53'50''$ $L=23.41'$

S89°37'12"E 126.59'

PARCEL C
(445 M 27)

N00°41'52"W 100.02'

59.01'

S56°24'15"W 178.61'

JAMES DONLAN
BOULEVARD

SKY RANCH LAND INVESTORS
(196 LSM 24)

PARCEL A
(470 M 01)



ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B'

CHECKED BY: BL

DRAWN BY: CS

JOB NO. 201002

SCALE: 1" = 30'

DATE: 3-20-14

SHEET 2 OF 2

S:\2010 JOBS\201002.DWG\SURVEY\201002-ACCESS-EASE-02.dwg, 8.5X11, 3/23/2014 10:44:18 AM

A33

ATTACHMENT "B"

AMENDMENT TO SETTLEMENT AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE

This AMENDMENT TO SETTLEMENT AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE ("AMENDMENT") is entered into by and between THE CITY OF ANTIOCH and ANTIOCH DEVELOPMENT AGENCY ("ANTIOCH"), on the one hand, and DISCOVERY BUILDERS, INC., BLACK DIAMOND LAND INVESTORS, LLC, SEECON FINANCIAL & CONSTRUCTION CO, SPPI-SOMERSVILLE, INC. and SOMERSVILLE-GENTRY, INC. (collectively "DISCOVERY BUILDERS"), on the other hand. These entities shall sometimes be collectively referred to as "PARTIES" and individually as "PARTY" in this AMENDMENT.

RECITALS

- A. WHEREAS, on or about September 15, 2009, ANTIOCH, SPPI-Somersville, Inc. and Somersville-Gentry, Inc. entered into a Settlement Agreement, Mutual Release, And Covenant Not To Sue ("2009 AGREEMENT").
- B. WHEREAS, for purpose of the 2009 AGREEMENT, Discovery Builders, Inc., Black Diamond Land Investors, LLC and Seecon Financial & Construction Co. each are an affiliated and/or related entity of SPPI-Somersville, Inc. and/or Somersville-Gentry, Inc.
- C. WHEREAS, a dispute has arisen among the PARTIES concerning certain provisions of the 2009 AGREEMENT relating to the Markley Creek Culvert Crossing Project ("CULVERT PROJECT") and/or to the Somersville Road Widening Project ("ROAD PROJECT").
- D. WHEREAS, by entering into this AMENDMENT, the PARTIES intend to amend the 2009 AGREEMENT as expressly stated herein, but only as expressly stated herein, and do not intend to amend any other provisions of the 2009 AGREEMENT.
- E. WHEREAS, the PARTIES have already executed an Assignment Agreement dated April 28, 2011, whereby ownership of the following plans is transferred from DISCOVERY BUILDERS to ANTIOCH: (1) Culvert Replacement Improvement Plan (6 sheets) by Isakson & Associates, Inc. dated October 29, 2008 and approved by the Antioch City Engineer on March 3, 2009; (2) Culvert Structural Plans (4 sheets) by CLA Engineers, Inc. dated July 26, 2007; (3) Structural Calculations for Culvert Design (5 pages) by CLA Engineers, Inc. dated July 25, 2007; and (4) Traffic Control Plan (4 sheets) by Isakson & Associates, Inc. dated December 18, 2009.

AMENDMENT

In consideration of the mutual obligations, benefits and other valuable consideration set forth in this AMENDMENT and in the 2009 AGREEMENT, and to clarify those obligations and benefits, and in the interest of avoiding costly and time-consuming litigation or other dispute resolution, the PARTIES hereby agree as follows:

1. Section V.2(i)-(ii) of the 2009 AGREEMENT is null and void, and is no longer binding upon any PARTY. Except for the express amendments in this AMENDMENT to Sections V.2(i)-(ii), V.3, and VI.7 of the 2009 AGREEMENT, the 2009 AGREEMENT remains in effect and binding upon each PARTY.
2. The PARTIES agree to the following:
 - a. ANTIOCH may commence construction of the CULVERT PROJECT at any time after the Effective Date of this AMENDMENT.
 - b. ANTIOCH is responsible for obtaining any environmental permits and approvals from state and federal regulators necessary for the construction of the CULVERT PROJECT. DISCOVERY BUILDERS will cooperate to transfer environmental permits and approvals to ANTIOCH for the CULVERT PROJECT, and ANTIOCH shall prepare and process whatever documentation is necessary to complete such transfer, and shall handle any associated communications with applicable regulatory agencies. ANTIOCH shall have no responsibility for constructing the ROAD PROJECT or obtaining any permits or approvals to do so. ANTIOCH shall not unreasonably withhold approvals or refuse to issue permits necessary for the ROAD PROJECT. DISCOVERY BUILDERS shall remain responsible for paying any reasonable fees or costs required to obtain any such permits or approvals.
 - c. ANTIOCH intends to publicly bid construction of the CULVERT PROJECT in accordance with the requirements of state and local law for public competitive bidding. Based upon the information known by the PARTIES as of the Effective Date of this AMENDMENT, ANTIOCH does not intend to process or award any aspect of the construction of the CULVERT PROJECT under an "Emergency Ordinance," "Emergency Resolution" or other similar emergency-type provision. Should ANTIOCH seek to process or award any aspect of the construction of the CULVERT PROJECT as an emergency, DISCOVERY BUILDERS retains the right to challenge ANTIOCH's attempts to proceed with the project as an emergency and retains the right to object to such costs subject to Sections 2(i)-(j) below, unless the REIMBURSEMENT DEMAND as defined below is less than \$821,900 in which case, consistent with Section 2(h), DISCOVERY BUILDERS does not retain a right to assert such challenges. DISCOVERY BUILDERS and any affiliated and/or related entity of SPPI-SOMERSVILLE, INC. and SOMERSVILLE-GENTRY, INC., including but not limited to Seecon Financial and Construction Co., Inc., Seecon Construction Co., Albert D. Seeno Construction Co., Discovery Builders, Inc., and any individuals associated with those entities, shall not interfere, obstruct or participate in any manner in the bidding or construction of the CULVERT PROJECT except as such participation is set forth in this AMENDMENT.
 - d. The PARTIES agree that DISCOVERY BUILDERS is required to reimburse the following categories of costs to the extent they are incurred by ANTIOCH for the CULVERT PROJECT:

- (i) construction costs charged by a contractor (including its subcontractors) via a competitive bidding process;
- (ii) ANTIOCH staff and consultant time to oversee construction including construction management, testing and inspection costs;
- (iii) fees charged by regulatory agencies (other than ANTIOCH) for permits, approvals or mitigation fees required for the CULVERT PROJECT, including but not limited to the May 9, 2011 Streambed Alteration Agreement from the California Department of Fish and Game, and the July 15, 2005 California Regional Water Quality Control Board approval and any extensions to that approval;
- (iv) fees charged by the U.S. Army Corps of Engineers ("ACOE") for permits, approvals or mitigation fees required by ACOE for the CULVERT PROJECT, and ANTIOCH staff time to obtain such ACOE permits, approvals or mitigation fees required for the CULVERT PROJECT. If any portion of the ACOE permits, approvals or mitigation fees is associated with trash, garbage, temporary fill or hazardous substances, including associated ANTIOCH staff time, this is not an agreed-upon cost. DISCOVERY BUILDERS reserves the right to dispute whether costs associated with such portion of the ACOE permits, and the associated ANTIOCH staff time, are subject to reimbursement, as set forth below;
- (v) ANTIOCH staff time to obtain required permits, approvals or mitigation fees from a regulatory agency (other than ANTIOCH);
- (vi) ANTIOCH staff and consultant time for constructability review and preparing the bid package; and
- (vii) inspection fees charged by a third party firm for CULVERT PROJECT (but excluding ANTIOCH inspection fees to which DISCOVERY BUILDERS does not agree if a third party firm is retained to conduct inspections).

If the Reimbursement Demand as defined below is more than \$821,900, as to those amounts above \$821,900, DISCOVERY BUILDERS reserves the right to dispute whether it is required to reimburse the amount of costs described in this Section 2(d) (i.e. on the ground the amount is unreasonable, duplicative and/or inappropriate for similar reason for a public agency construction project), and reserves the right to dispute whether certain costs are within those categories, and any such dispute shall be made pursuant to Section 2(i)-(j) below. DISCOVERY BUILDERS shall not dispute whether the category of costs described in this Section 2(d) is the type of cost for which it is required to reimburse ANTIOCH. The PARTIES agree that DISCOVERY BUILDERS is not required to reimburse the costs described in Section 5 below. Costs associated with trash, garbage or hazardous substances—including costs associated with other permits or mitigation measures implemented as a consequence of trash, garbage or hazardous substances—are not included within the categories of costs in this Section 2(d) that

are agreed upon between the PARTIES. If the Reimbursement Demand as defined below is more than \$821,900, DISCOVERY BUILDERS reserves the right to dispute any costs associated with trash, garbage or hazardous substances, including costs associated with other permits or mitigation measures implemented as a consequence of trash, garbage or hazardous substances. To the extent ANTIOCH believes there are other categories of costs associated with the CULVERT PROJECT to which ANTIOCH believes DISCOVERY BUILDERS is obligated to reimburse, subject to Section 6 below, ANTIOCH reserves the right to make this assertion and to seek such costs at the time of the REIMBURSEMENT NOTICE described below. In turn, DISCOVERY BUILDERS reserves the right to dispute whether it is required to reimburse ANTIOCH for such other categories of costs, as well as the amount of those costs.

- e. Upon the Effective Date of this AMENDMENT, \$821,900 of the credit amount pursuant to Section V.3 of the 2009 AGREEMENT (“CREDIT”) shall be frozen and unusable by any Party, except as set forth in Section 2(h). Nothing in this AMENDMENT shall be construed as extending the expiration of the CREDIT set forth in Section V.3 of the 2009 AGREEMENT. The annual limit of \$750,000 credit per fiscal year set forth in Section V.3(i) of the 2009 AGREEMENT shall not apply to any CREDIT deducted pursuant to this AMENDMENT, such that the full amount of the CREDIT can be applied pursuant to this AMENDMENT without regard to this annual limit.
- f. Within fourteen (14) calendar days of the Effective Date of this AMENDMENT, provided there is sufficient CREDIT to allow for the freezing of \$821,900 as set forth in Section 2(e) above, ANTIOCH shall send written notice to Travelers Casualty and Surety Company of America and to DISCOVERY BUILDERS which fully releases bond no. 104285182 associated with the CULVERT PROJECT.
- g. Upon the ANTIOCH City Council’s authorization of the Notice of Completion and acceptance of the CULVERT PROJECT, ANTIOCH shall provide DISCOVERY BUILDERS with all of the following:
 - i. copies of all invoices for the final costs that ANTIOCH believes DISCOVERY BUILDERS is obligated to reimburse ANTIOCH for the CULVERT PROJECT;
 - ii. written notice of the total dollar amount that ANTIOCH believes DISCOVERY BUILDERS is obligated to reimburse ANTIOCH for the CULVERT PROJECT (“REIMBURSEMENT DEMAND”); and
 - iii. written notice of the ANTIOCH City Council’s authorization of the Notice of Completion and acceptance of the CULVERT PROJECT.
- h. Upon complying with the requirements of Section 2(g), ANTIOCH shall provide DISCOVERY BUILDERS with written notice that ANTIOCH has complied with those requirements (“REIMBURSEMENT NOTICE”), and shall deliver such notice in accordance with Section 8 below. Upon the delivery of the REIMBURSEMENT

B4

NOTICE in accordance with Section 8 below, the full amount of the REIMBURSEMENT DEMAND that is less than or equal to the \$821,900 of CREDIT frozen pursuant to Section 2(e) ("FROZEN AMOUNT") shall be deemed permanently deducted from the CREDIT and DISCOVERY BUILDERS shall be deemed to have irrevocably waived any right to dispute this portion of the REIMBURSEMENT DEMAND. If the REIMBURSEMENT DEMAND is less than \$821,900, then the amount of CREDIT constituting the difference between the REIMBURSEMENT DEMAND and \$821,900 shall be unfrozen and shall be usable for any purpose authorized by the 2009 AGREEMENT.

- i. If DISCOVERY BUILDERS has a dispute with any amount of the REIMBURSEMENT DEMAND above \$821,900 ("NON-FROZEN AMOUNT"), DISCOVERY BUILDERS shall have fourteen (14) calendar days upon the delivery of the REIMBURSEMENT NOTICE (in accordance with Section 8 below) to convey written notice to ANTIOCH of the dispute, including a description of the dispute. DISCOVERY BUILDERS shall irrevocably waive any right to dispute any portion of the NON-FROZEN AMOUNT to which DISCOVERY BUILDERS has not timely conveyed a written notice of dispute within fourteen (14) calendar days upon delivery of the REIMBURSEMENT NOTICE in accordance with Section 8 below. If ANTIOCH receives no written notice of dispute within 14 calendar days, then the NON-FROZEN AMOUNT shall be deemed permanently deducted from the CREDIT. If there is insufficient CREDIT available to cover the full NON-FROZEN AMOUNT, and if DISCOVERY BUILDERS has not timely conveyed a written notice of dispute, then (i) the full amount of the remaining CREDIT shall be deemed permanently deducted and (ii) DISCOVERY BUILDERS shall within fourteen (14) calendar days from the delivery of the REIMBURSEMENT NOTICE (in accordance with Section 8 below) to pay to ANTIOCH the balance of the NON-FROZEN AMOUNT.
- j. To the extent there are disputes between ANTIOCH and DISCOVERY BUILDERS concerning the reasonableness of costs in the REIMBURSEMENT DEMAND in excess of the FROZEN AMOUNT and/or whether DISCOVERY BUILDERS is obligated to reimburse certain amounts of costs in the REIMBURSEMENT DEMAND in excess of the FROZEN AMOUNT, the PARTIES shall first negotiate in good faith over a thirty (30) day period in an effort to informally resolve such disputes. To the extent such disputes cannot be resolved, the PARTIES agree to engage in binding arbitration to resolve such disputes, and to conduct that arbitration through JAMS pursuant to the JAMS Expedited Arbitration Procedures in effect at the time of the dispute. The arbitrator shall have the discretion to award to the prevailing PARTY the arbitration fees, attorneys' fees, expert fees and any other costs associated with the arbitration. If the arbitrator determines that ANTIOCH is owed some portion of the costs in dispute, DISCOVERY BUILDERS shall be entitled to exercise any remaining CREDIT for some or all of that additional amount. Unless the arbitrator sets a different deadline, each PARTY shall comply with the arbitrator's decision within thirty (30) calendar days of receipt of the written decision, including payment of any additional amount that the

arbitrator may determine is owed or the exercise of CREDIT toward such amount. The dispute resolution provisions of this Section 2(j) shall supersede and be in lieu of any claims filing requirements of the California Government Code, which shall not apply to any disputes under this AMENDMENT.

- k. Upon completion of the reimbursement to ANTIOCH for the CULVERT PROJECT, including the resolution by agreement or arbitration of any disputes between ANTIOCH and DISCOVERY BUILDERS concerning such costs, DISCOVERY BUILDERS shall no longer have any further obligation associated with the CULVERT PROJECT.
- l. Within fourteen (14) calendar days of the Effective Date of this AMENDMENT, ANTIOCH shall provide DISCOVERY BUILDERS with a copy of the recorded document demonstrating that the deed restriction approved by the ANTIOCH City Council with Resolution No. 2011/18 on March 8, 2011 has been recorded.
- m. Upon the Effective Date of this AMENDMENT, \$30,000 of the CREDIT shall be deducted for the purpose of reimbursing ANTIOCH for costs incurred to maintain the existing Somersville Road prior to commencement of the ROAD PROJECT by DISCOVERY BUILDERS. DISCOVERY BUILDERS shall not have any further obligation to maintain the existing Somersville Road prior to commencement of the ROAD PROJECT.
- n. The deadline for DISCOVERY BUILDERS to complete the ROAD PROJECT improvements (as shown on the Improvement Plans prepared by Isakson & Associates and approved by ANTIOCH on June 15, 2007) is December 31, 2014. DISCOVERY BUILDERS may defer completion of the installation of the landscaping for the ROAD PROJECT until July 1, 2015. ANTIOCH inspection staff shall diligently inspect improvements as requested by DISCOVERY BUILDERS. Prior to requesting the Notice of Completion and acceptance of the ROAD PROJECT, DISCOVERY BUILDERS shall request an inspection for completeness and a punchlist of any remaining items to be completed for the ROADWAY IMPROVEMENTS (as defined below in Section 2(r)). Upon completion of this initial punchlist, DISCOVERY BUILDERS shall request a further inspection for completeness and the final punchlist for the ROADWAY IMPROVEMENTS, which shall be completed prior to acceptance of the ROADWAY IMPROVEMENTS. ANTIOCH shall be limited to these two rounds of punchlists for the ROADWAY IMPROVEMENTS. A written punchlist following an inspection shall be provided to DISCOVERY BUILDERS within seven (7) ANTIOCH business days (defined as days on which ANTIOCH City Hall offices are open) of the inspection. To assist DISCOVERY BUILDERS in completing the ROADWAY IMPROVEMENTS and landscape improvements, upon request, ANTIOCH shall expeditiously approve any necessary and reasonable traffic controls and lane closure of Somersville Road.
- o. For each full month after December 31, 2014 that the ROAD PROJECT is not

completed, or after July 1, 2015 that the landscaping is not installed, the amount of \$5,000 shall be deducted from the CREDIT, or shall be paid by DISCOVERY BUILDERS if insufficient CREDIT is available, unless DISCOVERY BUILDERS was required to stop the project by (i) a government regulatory agency or (ii) a *force majeure* provided a stoppage for either reason is due to circumstances beyond DISCOVERY BUILDERS' reasonable control. Neither the December 31, 2014 deadline nor the July 1, 2015 deadline requires that the ANTIOCH City Council has accepted the project by either date. ANTIOCH represents that it does not intend to authorize the opening of the Buchanan Road Bypass/James Donlon extension within Antioch before the ROAD PROJECT is completed. DISCOVERY BUILDERS agrees not to object to, or raise any claim of any kind whatsoever, based upon ANTIOCH'S decision not to do so.

- p. If ANTIOCH has not fully completed the CULVERT PROJECT by December 31, 2013, including all construction and environmental permit requirements and including authorization by the City Council of the Notice of Completion providing for completion of the CULVERT PROJECT, the deadline for DISCOVERY BUILDERS to complete the ROAD PROJECT, as defined in Section 2(n), is extended by one month for each additional month after December 31, 2013, until the date that the CULVERT PROJECT is completed.
- q. DISCOVERY BUILDERS shall maintain the existing performance bond for the ROAD PROJECT until completion of that project, except as described below. When DISCOVERY BUILDERS' estimate of the cost for the remaining work for the ROAD PROJECT (as shown on the Improvement Plans prepared by Isakson & Associates and approved by ANTIOCH on June 15, 2007) does not exceed twenty percent (20%) of the existing performance bond, DISCOVERY BUILDERS may seek a partial release of the performance bond pursuant to the procedures set forth in California Government Code section 66499.7 of the Subdivision Map Act. ANTIOCH shall diligently review and process this bond reduction consistent with the deadlines set forth in section 66499.7.
- r. Acceptance of the improvements by the ANTIOCH City Council meeting shall occur as set forth in California Government Code section 66499.7 of the Subdivision Map Act. Upon DISCOVERY BUILDERS' completion of the entire ROAD PROJECT other than the landscaping ("ROAD IMPROVEMENTS"), DISCOVERY BUILDERS may submit a written request for final acceptance of the ROAD IMPROVEMENTS by the ANTIOCH City Council. ANTIOCH shall expeditiously process any such request, including scheduling final acceptance of the ROAD PROJECT for the next ANTIOCH City Council in accordance with Government Code section 66499.7. The ANTIOCH City Council will not unreasonably withhold acceptance of the ROAD IMPROVEMENTS and authorization of the Notice of Acceptance for the ROAD IMPROVEMENTS. Maintenance of the ROAD IMPROVEMENTS after the ANTIOCH City Council's acceptance of the ROAD IMPROVEMENTS will be the responsibility of ANTIOCH, other than matters covered by the warranty bond for defective

workmanship or defective materials as described in Section 2(s) below.

- s. The release of the performance bond for the ROADWAY IMPROVEMENTS shall be conditioned upon the substitution of a warranty bond for the ROADWAY IMPROVEMENTS for defective workmanship or defective materials as set forth in Government Code Section 66499.9. The amount of the warranty bond shall be ten percent (10%) of the existing performance bond for the ROAD PROJECT, and will be for a period of twelve months. The warranty bond will not be a maintenance bond and will not cover landscaping improvements for the ROAD PROJECT. The warranty bond will not cover the CULVERT PROJECT and no such warranty is being provided by DISCOVERY BUILDERS. The performance bond shall continue to cover the costs of the landscaping until the landscaping is accepted.
 - t. At the completion of the landscape improvements for the ROAD PROJECT, but prior to acceptance of the landscaping, DISCOVERY BUILDERS shall complete a ninety-day maintenance period which includes a review with ANTIOCH of the landscaping every thirty days during the maintenance period. Upon successful completion of the ninety-day maintenance period, the landscaping improvements shall be accepted by ANTIOCH staff with no requirement for a warranty bond for the landscaping. ANTIOCH shall expeditiously process a request to accept the landscaping improvements, and will not unreasonably withhold acceptance. The ANTIOCH City Council delegates authority to ANTIOCH staff to accept the landscaping improvements. Maintenance of the landscaping after acceptance of the landscaping improvements will be the responsibility of ANTIOCH.
 - u. Within fourteen (14) calendar days of the acceptance by ANTIOCH staff of the landscape improvements for the ROAD PROJECT, ANTIOCH shall send written notice to Safeco Insurance Company of America and to DISCOVERY BUILDERS which fully releases bond no. 6482641 associated with the ROAD PROJECT.
3. At the next public meeting of the ANTIOCH City Council at least five (5) days after this AMENDMENT is executed by DISCOVERY BUILDERS and received by ANTIOCH, the ANTIOCH City Council shall decide whether to adopt and approve this AMENDMENT.

This AMENDMENT shall not become effective and binding upon the PARTIES unless the ANTIOCH City Council approves this AMENDMENT, and unless the City Council adopts without change the draft Resolution attached as Exhibit A to this AMENDMENT. If the City Council adopts a Resolution different in any respect from the version attached as Exhibit A to this AMENDMENT, DISCOVERY BUILDERS will have seven (7) calendar days to advise in writing whether or not it will accept the revised Resolution. If DISCOVERY BUILDERS accepts in writing the revised Resolution, at that point this AMENDMENT will be effective and binding upon the PARTIES. If DISCOVERY BUILDERS does not accept in writing the revised Resolution, this AMENDMENT will not be effective and binding upon the PARTIES.

For purposes of this AMENDMENT, the term "Effective Date" shall mean seven (7) calendar days after the date of the public meeting when the ANTIOCH City Council adopts and approves this AMENDMENT, providing that, if there are any changes to the draft Resolution, DISCOVERY BUILDERS has accepted the revised Resolution in writing.

4. The PARTIES agree that DISCOVERY BUILDERS and its affiliated entities are not in breach or default under any of the following agreements:
 - a. the Development Agreement dated October 14, 2003, as amended on October 10, 2006;
 - b. Improvement Agreement dated March 17, 2004;
 - c. Deferred Improvement Agreement dated May 1, 2007; and
 - d. Settlement Agreement, Mutual Release, And Covenant Not To Sue dated September 15, 2009.

5. Except as expressly stated in this AMENDMENT, ANTIOCH releases DISCOVERY BUILDERS, Albert D. Seeno Jr. and Albert D. Seeno III and affiliated entities as defined in the 2009 AGREEMENT—and in turn DISCOVERY BUILDERS, Albert D. Seeno Jr. and Albert D. Seeno III and affiliated entities as defined in the 2009 AGREEMENT release ANTIOCH—from any and all claims, causes of action, costs, damages, injunctive relief or other relief relating to (a) the timing of construction for the CULVERT PROJECT or the ROAD PROJECT; (b) Resolution 2011/18 issued by the Antioch City Council; and/or (c) ANTIOCH's assertions of default and/or breach by DISCOVERY BUILDERS relating to the CULVERT PROJECT or the ROAD PROJECT. This Release is limited in scope to acts, errors, omissions, events, claims, demands or other occurrences that occurred prior to the Effective Date of this AMENDMENT.

The PARTIES understand and knowingly and specifically waive their respective rights under California Civil Code Section 1542 which provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

6. Each PARTY shall bear its attorneys fees, staff time and/or other costs relating to (a) disputes concerning the timing of construction for the CULVERT PROJECT or the ROAD PROJECT (as opposed to the construction itself); (b) Resolution 2011/18 issued by the Antioch City Council; and/or (c) ANTIOCH's assertions of default and/or breach by DISCOVERY BUILDERS prior to the Effective Date of this AMENDMENT relating to the CULVERT PROJECT or the ROAD PROJECT.
7. Within fourteen (14) calendar days of the Effective Date of this AMENDMENT, DISCOVERY BUILDERS shall provide a separate performance bond in the amount of \$205,000 for the construction of the remaining traffic signal at the intersection of James Donlon Road and Somersville Road. Within fourteen (14) calendar days of the date of DISCOVERY BUILDERS providing this separate performance bond, ANTIOCH shall

send written notice fully releasing Bond No. 104128152 in the amount of \$300,000. The work covered by this bond shall be completed within the same timeframes set forth for the Road Project as set forth in section 2(n) above.

8. Any notice relating to this AMENDMENT shall be in writing and shall be deemed delivered on the date of delivery when served personally upon each PARTY below, or on the third business day after mailing if mailed by United States mail, postage prepaid, addressed to the address for each PARTY below. In addition to the written notice, a simultaneous copy by email shall be sent to each PARTY:

DISCOVERY BUILDERS, INC./

BLACK DIAMOND LAND INVESTORS, LLC:

Discovery Builders, Inc.
4061 Port Chicago Highway, Suite H
Concord, CA 94520
Attention: Albert D. Seeno, III
Albert@discoverybuilders.com

SEECON FINANCIAL & CONSTRUCTION CO.

SPPI-SOMERSVILLE, INC. and SOMERSVILLE-GENTRY, INC.:

c/o Seeno Homes
4021 Port Chicago Highway
Concord, CA 94520
Attn: Jeanne C. Pavao, Esq
jpavao@seenohomes.com

With a copy to:

James H. Colopy
Farella Braun + Martel LLP
235 Montgomery Street, 17th Floor
San Francisco, CA 94104
jcolopy@fbm.com

ANTIOCH:

James Jakel
City Manager
The City of Antioch
P.O. Box 5007
Antioch, CA 94531
jjakel@ci.antioch.ca.us

With copies to:

Lynn Tracy Nerland
City Attorney
The City of Antioch
P.O. Box 5007
Antioch, CA 94531
lnerland@ci.antioch.ca.us

and

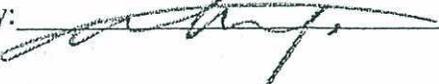
Robert S. Perlmutter, Esq.
Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco CA 94102
perlmutter@smwlaw.com

9. Within fourteen (14) calendar days of the Effective Date of this AMENDMENT, DISCOVERY BUILDERS shall file and serve a dismissal with prejudice of the entire verified Petition for Writ of Mandate in *Discovery Builders, Inc. v. City of Antioch et al.*, Contra Costa Superior Court, Case No. CIVMSN11-0539.
10. This AMENDMENT may be executed in one or more counterparts, each of which shall be deemed an original, notwithstanding that the signatures and the PARTIES designated representative do not appear on the same page, all of which taken together shall constitute one and the same instrument and which shall be binding on the PARTIES.
11. The PARTIES agree to execute such other documents and perform such other acts as may be reasonably requested to carry out this AMENDMENT in a reasonable and timely manner.
12. The PARTIES agree that this AMENDMENT reflects the joint drafting efforts of the PARTIES. In the event any dispute, disagreement or controversy arises regarding this AMENDMENT, the PARTIES shall be considered joint authors and no provision shall be interpreted against any PARTY because of authorship. Each PARTY also agrees that it is fully informed as to the meaning and intent of all terms and conditions of the AMENDMENT as a whole and has been advised by counsel in that regard. This AMENDMENT is the product of negotiation and preparation by and between the PARTIES to this AMENDMENT and their respective attorneys. The PARTIES therefore expressly acknowledge and agree that this AMENDMENT shall not be deemed prepared or drafted by one PARTY or another, or its attorneys, and will be construed accordingly.
13. Each PARTY warrants and agrees that this AMENDMENT may not be altered, amended, modified or otherwise changed except in writing duly executed by an authorized representative of each of the PARTIES which expressly agrees to a modification of the AMENDMENT and which is duly executed by an authorized representative of each PARTY. In the event any nonmaterial provisions contained in this AMENDMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AMENDMENT, but this AMENDMENT shall be construed as if such invalid, illegal or unenforceable provision had not been contained within the AMENDMENT.
14. Each signatory to this AMENDMENT warrants and represents that he or she is competent and authorized to enter into this AMENDMENT on behalf of the PARTY or

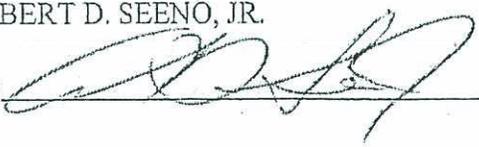
PARTIES for whom he or she purports to sign.

IN WITNESS WHEREOF, the PARTIES enter into and date this AGREEMENT this ___
day of June, 2011.

ALBERT D. SEENO, III

By:  _____

ALBERT D. SEENO, JR.

By:  _____

DISCOVERY BUILDERS, INC.

By:  _____

Albert D. Seeno, III

Its: President

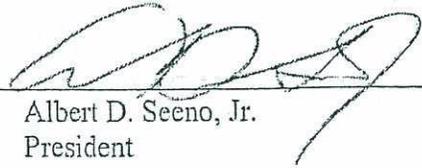
BLACK DIAMOND LAND INVESTORS, LLC

By:  _____

Albert D. Seeno, III

Its: Member

SPPI-SOMERSVILLE, INC and SOMERSVILLE-
GENTRY, INC.

By:  _____

Albert D. Seeno, Jr.

Its: President

SEECON FINANCIAL & CONSTRUCTION CO.

By: 
Albert D. Seeno, Jr.
Its: President

THE CITY OF ANTIOCH

By: 
James D. Davis
Its: Mayor

ANTIOCH DEVELOPMENT AGENCY

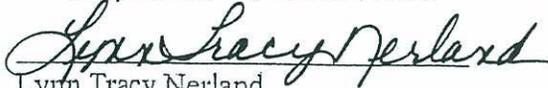
By: 
Jim Jakel
Its: Executive Director

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE
UNLESS AND UNTIL IT IS SIGNED BY THE ANTIOCH MAYOR

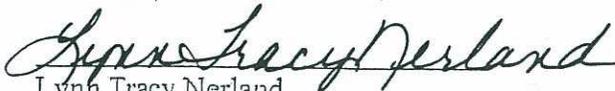
Recommended By:


Jim Jakel
City Manager

Approved as to form
this 14 day of June, 2011


Lynn Tracy Nerland
Antioch City Attorney

Approved as to form
this 14 day of June, 2011


Lynn Tracy Nerland
Agency General Counsel

APPROVED AS TO FORM:

Dated: June 10, 2011



James H. Colopy
Farella Braun + Martel LLP
Attorneys for DISCOVERY BUILDERS, INC.,
BLACK DIAMOND LAND INVESTORS, LLC,
SPPI-SOMERSVILLE, INC., SOMERSVILLE-
GENTRY, INC., SEECON FINANCIAL &
CONSTRUCTION CO. INC.

Dated: June 14, 2011



Robert S. Perlmutter
Shute, Mihaly & Weinberger LLP
Attorneys for THE CITY OF ANTIOCH and
ANTIOCH DEVELOPMENT AGENCY

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EXHIBIT A

**RESOLUTION NO. 2011/
ADA RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
RESOLUTION OF THE ANTIOCH DEVELOPMENT AGENCY**

APPROVING AN AMENDMENT TO SETTLEMENT AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE DATED SEPTEMBER 15, 2009 WITH THE AMENDMENT ENTERED INTO AMONG THE CITY OF ANTIOCH AND ANTIOCH DEVELOPMENT AGENCY AND DISCOVERY BUILDERS, INC., BLACK DIAMOND LAND INVESTORS, LLC, SEECON FINANCIAL & CONSTRUCTION CO, SPPI-SOMERSVILLE, INC. AND SOMERSVILLE-GENTRY, INC. (COLLECTIVELY "DISCOVERY BUILDERS")

WHEREAS, the City Council approved the Black Diamond Ranch Subdivision (formerly known as Sky Ranch) on November 12, 1996 pursuant to Resolution No. 96/188, which was extended on November 10, 1998 pursuant to Resolution No. 98/164; on July 8, 2003 the City Council approved a Residential Development Allocation for this project; on August 6, 2003 the Planning Commission approved a Use Permit pursuant to Resolution No. 03-29; on October 14, 2003 the City, Discovery Builders and Seecon Financial and Construction Co. entered into a Development Agreement, which was approved pursuant to Ordinance No. 1008-C-S and extended on October 10, 2006 pursuant to Ordinance No. 1079-C-S; and

WHEREAS, the conditions of approval for the Black Diamond Ranch Subdivision required Discovery Builders to widen Somersville Road and to reimburse costs for the design, permitting and City construction of a culvert crossing for Markley Creek; and

WHEREAS, pursuant to an Improvement Agreement dated March 17, 2004, Discovery Builders provided a surety bond for the Markley Creek Culvert Crossing project; and

WHEREAS, pursuant to a Deferred Improvement Agreement dated May 1, 2007, Discovery Builders provided a surety bond for the Somersville Road Widening project; and

WHEREAS, in order to resolve a lawsuit filed on June 24, 2004 by SPPI-Somersville, Inc. and Somersville-Gentry Inc. regarding contamination of property adjacent to the old Contra Costa Landfill, the City of Antioch entered into a Settlement Agreement, Mutual Release and Covenant Not to Sue with SPPI-Somersville, Inc. and Somersville-Gentry Inc. dated September 15, 2009 ("2009 Agreement") and agreed to defer commencement of construction of the Markley Creek Culvert Crossing project until one year after all of the environmental/other approvals for the Culvert Crossing were obtained and to defer commencement of the Somersville Road Widening project until one year after the Culvert crossing was installed; and

WHEREAS, a dispute has arisen concerning certain provisions of the 2009 Agreement relating to the Markley Creek Culvert Crossing project and the Somersville Road Widening project, which has led to the following: (1) the City to issue a Notice of Default and Breach ("Notice") dated February 24, 2011 to Seeno Homes/Seecon Financial and Construction Co., Inc. and Discovery Inc./Black Diamond

Land Investors LLC; (2) the City Council to adopt Resolution 2011/18 concerning the Notice and the four agreements identified below; (3) Discovery Builders, Inc. to file a Petition for Writ of Mandate (Case No. N11-0539) in Contra Costa Superior Court alleging violations of California's Brown Act relating to Resolution 2011/18; and (4) potential further litigation regarding the matters set forth above; and

WHEREAS, in order to resolve this dispute, the parties have worked together and have already executed an Assignment Agreement approved by the City and Agency on April 26, 2011 and dated April 28, 2011, whereby ownership of the construction plans for the Culvert Crossing project were transferred from DISCOVERY BUILDERS to ANTIOCH; and

WHEREAS, staff and legal counsel for the City and Agency recommend the execution of the Amendment to the 2009 Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch and the Board of the Antioch Development Agency approve the attached Amendment to Settlement Agreement, Mutual Release and Covenant Not to Sue dated September 15, 2009 with the Amendment entered into by the City of Antioch and Antioch Development Agency on one hand, and Discovery Builders, Inc., Black Diamond Land Investors, LLC, Seecon Financial & Construction Co., SPPI-Somersville, Inc. and Somersville-Gentry, Inc. on the other hand; and

BE IT FURTHER RESOLVED that upon the Effective Date of the attached Amendment to the Settlement Agreement, Mutual Release and Covenant Not to Sue, the City Council of the City of Antioch and Board of the Antioch Development Agency find that Discovery Builders and its affiliated entities are not in breach or default under any of the following agreements: the Development Agreement dated October 14, 2003, as amended on October 10, 2006; Improvement Agreement dated March 17, 2004; Deferred Improvement Agreement dated May 1, 2007; and Settlement Agreement, Mutual Release, And Covenant Not To Sue dated September 15, 2009; and

BE IT FURTHER RESOLVED that all determinations in Resolution 2011/18 finding Discovery Builders and its affiliated entities to be in breach or default of the agreements referenced in the preceding paragraph are rescinded and are superseded by this Resolution; and

BE IT FURTHER RESOLVED that pursuant to the conditions of the Amendment, and upon its Effective Date, the City agrees to fully release bond no. 104285182 provided by Travelers Casualty and Surety Company of America associated with the Markley Creek Culvert Crossing project.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch and by the Board of the Antioch Development Agency at a regular meeting thereof, held on the ____ day of _____ 2011 by the following vote:

AYES: Council Members\Agency Members

NOES:

ABSENT:

RECUSED FOR CONFLICT OF INTEREST:

CITY CLERK OF THE CITY OF ANTIOCH AND THE
SECRETARY OF THE ANTIOCH DEVELOPMENT AGENCY

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ATTACHMENT "C"

SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANTIOCH, SPPI-
SOMERSVILLE, INC., AND SOMERSVILLE-GENTRY, INC.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "AGREEMENT") dated September 15, 2009, is entered into by and between THE CITY OF ANTIOCH ("ANTIOCH"), on the one hand, and SPPI-SOMERSVILLE, INC., and SOMERSVILLE-GENTRY, INC. ("the PLAINTIFFS"), on the other hand. ANTIOCH and PLAINTIFFS shall sometimes be collectively referred to as "PARTIES" and individually as "PARTY" in the AGREEMENT. Provided, however, that in the event a GOOD FAITH ORDER (as defined in this AGREEMENT) is not obtained, this AGREEMENT shall be null and void, and of no effect.

I. RECITALS

A. The PLAINTIFFS are the owners of certain real property located in the City of Antioch, California, commonly known as the SPPI-Somersville and Somersville-Gentry properties. The SPPI-Somersville and Somersville-Gentry properties are comprised of four separate parcels (Parcels 30, 31, 32 and 34) which are more particularly described in Exhibit A.

B. On June 30, 2004, the PLAINTIFFS filed a complaint in the United States District Court for the Northern District of California, entitled *SPPI-Somersville, Inc., and Somersville-Gentry, Inc., v. TRC Companies, Inc., et al*, Case No. C:04-cv-02648-SI. On November 15, 2007, the PLAINTIFFS filed a second complaint, *SPPI-Somersville, Inc., and Somersville-Gentry, Inc., v. Chevron U.S.A., Inc.*, Case No. C:07-cv-05824-SI in the United States District Court for the Northern District of California. Chevron U.S.A., Inc. filed a Third-Party Complaint in the C:07-cv-05824 SI action against ANTIOCH. On June 4, 2008, Case Nos. C:04-cv-02648-SI and C:07-cv-05824 SI were consolidated. PLAINTIFFS subsequently filed a Master Complaint in these two cases on July 16, 2008. The PARTIES agree that, as between the PARTIES, each of these consolidated cases and all third-party actions, cross-claims and counter-

claims filed in these cases are the subject of and included within this AGREEMENT, and shall collectively be referred to as the ACTIONS for purposes of this AGREEMENT.

C. This AGREEMENT is made and entered into by and between ANTIOCH and PLAINTIFFS to settle and release, between themselves, all the claims asserted or that could have been asserted in the ACTIONS.

D. PLAINTIFFS are the alleged assignees to certain claims of the Tom Gentry Company of California (GENTRY) which purchased Parcels 30, 31, 32 and 34 shown on Exhibit A (GENTRY PROPERTIES), as part of a larger transaction from the predecessor of Chevron U.S.A. Inc., in 1966.

E. PLAINTIFFS allege that municipal waste burned and unburned, and trash, and HAZARDOUS SUBSTANCES, as defined in Section III of this AGREEMENT, have been RELEASED, as defined in Section III of this AGREEMENT, at, on or under the GENTRY PROPERTIES as alleged in the ACTIONS.

F. PLAINTIFFS dispute that their activities caused or contributed to any RELEASE of any HAZARDOUS SUBSTANCES, municipal waste burned or unburned or trash at, on, in or under the real property that is the subject of the ACTIONS or to the incurrence of RESPONSE COSTS, as defined in Section III of this AGREEMENT, or to any other damages as alleged in the ACTIONS.

G. ANTIOCH disputes that its activities or any activities of its agents caused or contributed to the RELEASE of any HAZARDOUS SUBSTANCES, municipal waste burned or unburned, or trash at, on, in or under the real property that is the subject of the ACTIONS or on, at, in or under real property owned by ANTIOCH as alleged in the ACTIONS or to the incurrence of any RESPONSE COSTS, or to any other damage as alleged in the ACTIONS.

H. In 2002, the Regional Water Quality Control Board, Central Valley Region (RWQCB), issued a Cleanup and Abatement Order (CAO) to ANTIOCH and GENTRY which required ANTIOCH and GENTRY to design and implement a plan to remediate and restore Markley Creek.

I. In November 2003, PLAINTIFFS purchased PARCELS 30, 31, 32 and 34, as defined in Section III of this AGREEMENT, from GENTRY and assumed GENTRY's obligations to comply with the CAO. PLAINTIFF Somersville-Gentry, Inc. was subsequently substituted as a Responsible Party in the CAO in place of GENTRY.

J. PLAINTIFFS and ANTIOCH warrant that, as of the date of the execution of this AGREEMENT, they have had the option but not an obligation to review: (1) reports prepared by consultants of ANTIOCH, PLAINTIFFS or third-parties regarding HAZARDOUS SUBSTANCES, municipal waste or trash at, in, on, under the GENTRY PROPERTIES and/or Markley Creek; (2) documents in the public record or any agency files regarding HAZARDOUS SUBSTANCES, municipal waste or trash at, in, on, under the GENTRY PROPERTIES and/or Markley Creek; and (3) documents produced in discovery or otherwise made available in the ACTIONS regarding HAZARDOUS SUBSTANCES, municipal waste or trash at, in, on, under the GENTRY PROPERTIES and/or Markley Creek. PLAINTIFFS and ANTIOCH warrant that they have no additional knowledge regarding the presence of HAZARDOUS SUBSTANCES, municipal waste or trash, pollutants, or contaminants existing at, in, on, under or emanating to or from the GENTRY PROPERTIES other than those identified in such reports and documents.

Without admitting any issue of fact, causation, responsibility, liability or fault, the PARTIES desire to reach a full and final resolution of the ACTIONS as between themselves as described below.

II. AGREEMENT.

NOW, THEREFORE, in reliance on the above RECITALS which are incorporated into this AGREEMENT and which the PARTIES agree are material terms of the AGREEMENT, and in consideration of the mutual agreements, covenants, and other obligations set forth in this AGREEMENT, the PARTIES agree as follows:

III. DEFINITIONS.

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below.

1. HAZARDOUS SUBSTANCES

HAZARDOUS SUBSTANCES shall mean any substance, product, by-product, waste, municipal waste burned or unburned, trash, pollutant or contaminant, or other material which is or becomes listed, regulated or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601, et seq. ("CERCLA").

2. DISPUTE

DISPUTE shall mean any and all claims, rights, or obligations which in any way arise out of, are related to, or are the subject of the ACTIONS entitled *SPPI-Somersville, Inc., and Somersville-Gentry, Inc., v. TRC Companies, Inc., et al*, Case No. C:04-cv-02648-SI; *SPPI-Somersville, Inc., and Somersville-Gentry, Inc., v. Chevron U.S.A., Inc.*, Case No. C:07-cv-05824-SI.

3. RELEASE

RELEASE shall mean the occurrence of any HAZARDOUS SUBSTANCE(S) defined as a release under Section 101(22) of CERCLA or as a discharge under Section 13304 of the Porter-Cologne Water Quality Act.

4. RESPONSE COSTS

RESPONSE COSTS shall mean all costs, charges and fees of any kind (including oversight or activity fees and attorneys' fees assessed by any governmental authority) incurred in connection with real property that is the subject of the ACTIONS (including the GENTRY PROPERTIES and ANTIOCH PROPERTY) as alleged in the ACTIONS at any time, whether before or after the date of this AGREEMENT, to investigate, assess, evaluate, monitor, mitigate, remove or remedy any RELEASE or threatened RELEASE of HAZARDOUS SUBSTANCES, municipal waste burned or unburned or trash, including any actions designated as a "removal," or "remedial action" or "response action" under sections 101(23), 101(24) and 101(25) of CERCLA or any actions undertaken pursuant to a "remedial action plan" as defined in section 25356.1 of the California Health and Safety Code, or the Porter-Cologne Water Quality Control Act (or its predecessor, the Dickey Water Pollution Control Act) § 13000 et seq., and all ancillary activities reasonably or necessarily required to implement any of the foregoing actions. RESPONSE COSTS shall, in addition to those costs or activities defined in sections 101(23) (24) (25) of CERCLA include costs of labor, materials, equipment, electricity; charges of contractors, subcontractors, laboratories; fees of consultants and attorneys; access fees (including license or leasing fees) and the costs of altering or repairing, any improvements or future improvements affected by investigations, removal, remedial action or response action; permit fees; costs of sampling, extracting, monitoring, storing, treating, transporting or disposing of soil or groundwater; costs of agency oversight assessed pursuant to applicable law or regulation; and all internal costs incurred by any PARTY.

5. PARCEL 30

PARCEL 30 shall mean that property formerly owned by the predecessor of Chevron U.S.A. Inc., which was sold to GENTRY in 1966 and which SPPI-Somersville, Inc. purchased

from GENTRY in November 2003 which is more particularly described on Exhibit A attached to this AGREEMENT.

6. PARCEL 31

PARCEL 31 shall mean that property formerly owned by the predecessor of Chevron U.S.A. Inc., which was sold to the GENTRY in 1966 and which SPPI-Somersville, Inc. purchased from GENTRY in November 2003 which is more particularly described on Exhibit A attached to this AGREEMENT.

7. PARCEL 32

PARCEL 32 shall mean that property formerly owned by the predecessor of Chevron U.S.A. Inc., which was sold to the GENTRY in 1966 and which SPPI-Somersville, Inc. purchased from GENTRY in November 2003 which is more particularly described on Exhibit A attached to this AGREEMENT.

8. PARCEL 34

PARCEL 34 shall mean that property formerly owned by the predecessor of Chevron U.S.A. Inc., which was sold to the GENTRY in 1966 and which Somersville-Gentry, Inc. purchased from GENTRY in November 2003 which is more particularly described on Exhibit A attached to this AGREEMENT.

9. GENTRY PROPERTIES

GENTRY PROPERTIES are those parcels of property identified as APN 076-010-030, APN-010-031, APN 076-010-032 and APN 076-010-034 as more particularly described on Exhibit A to this AGREEMENT.

10. ANTIOCH PROPERTY

ANTIOCH PROPERTY are those parcels of property identified as APN 076-021-⁰¹⁴002 and APN 076-021-⁰¹⁵003, as more particularly described in Exhibit B to this AGREEMENT.

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from GENTRY in November 2003 which is more particularly described on Exhibit A attached to this AGREEMENT.

6. PARCEL 31

PARCEL 31 shall mean that property formerly owned by the predecessor of Chevron U.S.A. Inc., which was sold to the GENTRY in 1966 and which SPPI-Somersville, Inc. purchased from GENTRY in November 2003 which is more particularly described on Exhibit A attached to this AGREEMENT.

7. PARCEL 32

PARCEL 32 shall mean that property formerly owned by the predecessor of Chevron U.S.A. Inc., which was sold to the GENTRY in 1966 and which SPPI-Somersville, Inc. purchased from GENTRY in November 2003 which is more particularly described on Exhibit A attached to this AGREEMENT.

8. PARCEL 34

PARCEL 34 shall mean that property formerly owned by the predecessor of Chevron U.S.A. Inc., which was sold to the GENTRY in 1966 and which Somersville-Gentry, Inc. purchased from GENTRY in November 2003 which is more particularly described on Exhibit A attached to this AGREEMENT.

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11. EFFECTIVE DATE

EFFECTIVE DATE shall mean the date upon which the Good Faith Order has been entered by the Court as set forth in Section VI of this AGREEMENT.

12. PERSON(S)

PERSON(S) shall have the same meaning as set forth in Section 101(21) of CERCLA.

13. REMEDIATION CONTRACTORS/CONSULTANTS

REMEDICATION CONTRACTORS/CONSULTANTS shall mean any and all consultants, design professionals, engineers and contractors (excluding any and all employees and staff of ANTIOCH) involved in the design, preparation, execution and performance of work related to the clean-up of Markley Creek pursuant to the CAO.

14. NON-MARKLEY CREEK AREAS

For purposes of this AGREEMENT, the NON-MARKLEY CREEK AREAS shall mean those areas of the GENTRY PROPERTIES that are not included within areas which are the subject of the CAO as set forth in the One Hundred Percent Complete Design Submittal (February 2008) and the final Contract Drawings (April 2008) for the Markley Creek Remediation project prepared by Brown and Caldwell and approved by the Regional Board.

15. COST-SHARING AGREEMENT

For purposes of this AGREEMENT, COST-SHARING AGREEMENT shall mean the Agreement entitled "City of Antioch and Somersville Cost-Sharing Agreement and Partial Release, executed March 27, 2008, and incorporated herein by this reference.

16. FIRST AMENDED COST-SHARING AGREEMENT

For purposes of this AGREEMENT, FIRST AMENDED COST-SHARING AGREEMENT, shall mean the Agreement entitled "First Amendment to the City of Antioch and

Somersville Cost-Sharing Agreement and Partial Release (Area D Waste Removal)” executed October 7, 2008, and incorporated herein by this reference.

IV. WARRANTIES.

1. NO THIRD PARTY CLAIMS

a. As of the EFFECTIVE DATE of the AGREEMENT, ANTIOCH is unaware of any third party claims against ANTIOCH arising out of HAZARDOUS SUBSTANCES, municipal waste burned or unburned or trash at, in, on, under or emanating to or from the GENTRY PROPERTIES, except those asserted in the ACTIONS and in the CAO issued by the RWQCB to ANTIOCH and PLAINTIFFS.

b. As of the EFFECTIVE DATE of the AGREEMENT, PLAINTIFFS are unaware of any third party claims against PLAINTIFFS arising out of HAZARDOUS SUBSTANCES, municipal waste burned or unburned or trash at, in, on, under or emanating to or from the GENTRY PROPERTIES, except those asserted in the ACTIONS and the CAO issued by the RWQCB to ANTIOCH and PLAINTIFFS.

V. SETTLEMENT CONSIDERATION.

The PARTIES desire to resolve, as between themselves, all aspects of the DISPUTE and the ACTIONS that involve each of them and to mutually release and forever discharge (as specifically set forth below) each other and all of the PARTIES, and their predecessors, successors and assigns, subsidiaries, agents, partners, servants, administrators, trustees, related entities, affiliated entities, divisions, departments, directors, officers, shareholders, employees, parent companies, sister companies, owners, elected and appointed officials, attorneys and consultants, excluding the REMEDIATION CONTRACTORS/CONSULTANTS, from all liability known or unknown in connection with the DISPUTE and the ACTIONS. The PARTIES have agreed, and upon the recommendation of their respective advisors and counsel,

have voluntarily and with full knowledge of the legal and financial effects of this AGREEMENT entered into this AGREEMENT.

Now, therefore, in consideration for the full and timely performance of all of the terms and conditions of this AGREEMENT and other good and valuable consideration, and in full and final settlement of the ACTIONS and the DISPUTE between the PARTIES and all issues between the PARTIES identified in the ACTIONS and the DISPUTE, ANTIOCH on behalf of itself, agrees to provide to the PLAINTIFFS and/or affiliated and related entities the following consideration ("SETTLEMENT CONSIDERATION"):

1. The \$750,000 in payments which are due under the Black Diamond Ranch Development Agreement at the 200th building permit are waived by ANTIOCH.
2. Somersville Road/Culvert:
 - i. ANTIOCH will defer commencement of construction of Markley Creek culvert until one year after ANTIOCH obtains all environmental/other approvals for the culvert.
 - ii. ANTIOCH will defer commencement of the Somersville Road construction until one year after the culvert is installed, but no earlier than May 2011.
3. ANTIOCH establishes a credit of \$2,250,000 that PLAINTIFFS, and/or affiliated entities of PLAINTIFFS, can use for (i) payment of building permit fees (excluding impact fees, connection or capacity fees or charges or pass-through fees); or (ii) payments under the Residential Development Allocation process; or (iii) reimbursement of any staff and legal fees related to Contra Costa Superior Court Actions Nos. 258763 and 267181 (regarding Section V.7 below); or (iv) reimbursement for fees, payments, staff, legal and consultant time related to the

Sky Ranch sewer system (per Section V.10 below); or (v) the application fee or personnel costs related to a lot line adjustment (per Section V.5 below); or (vi) remaining costs for the Markley Creek Remediation project (per Section V.12 below); or (vii) application fees or staff and personnel costs (not consultant costs) for the processing and construction of PLAINTIFFS' and/or affiliated entities' development projects; or (viii) other fees/payments as agreed to by the ANTIOCH City Manager; with all under the following conditions:

- i. No more than \$750,000 of credit shall be used in any one fiscal year from July 1 to June 30; and
 - ii. The credit expires 15 years after the EFFECTIVE DATE of this AGREEMENT if used by PLAINTIFFS and/or affiliated or related entities. If the credit or any portion of the credit is transferred and used by any another entity which is not PLAINTIFFS and/or their affiliated or related entities then the credit or portion of the credit which has been transferred expires 10 years after the EFFECTIVE DATE of the AGREEMENT .
 - iii. Any building permit fees subject to this credit shall be locked in at their current rates until the credit amount is used or until the time periods set forth in section (ii) above have expired.
4. ANTIOCH will release the existing \$44,580 bond securing improvements on Pintail Drive (north side of James Donlon Blvd.) and release this obligation in its entirety upon receiving a personal guaranty from Albert Seeno Jr. that the improvements will be built at the time of development of the 20-acre commercial parcel.

5. If requested, and if both property owners agree, ANTIOCH will approve a lot line adjustment adjusting Parcel 34 so that it includes Markley Creek to the top of the north bank Markley Creek, if allowed by state law.
6. ANTIOCH shall extend all issued building permits, use permits and design review in the Mira Vista, Meadow Creek and Black Diamond projects for two years from their current expiration date upon submission of a letter or letters seeking such extensions prior to expiration and if allowed by state law.
7. If the City of Pittsburg and any other parties to Contra Costa Superior Court Actions Nos. 258763 and 267181 concur, ANTIOCH will allow access through the West Coast property to Buchanan Road prior to the completion of the Buchanan Road Bypass. PLAINTIFFS and/or their affiliated entities shall be responsible for any court proceedings that need to occur to set aside the Stipulated Judgment and Order and shall reimburse ANTIOCH for any costs associated with such action. The written concurrence of the parties and any court proceedings must occur within 10 years from the effective date of this AGREEMENT or this provision will have no effect.
8. ANTIOCH shall extend all issued building permits, use permits and design review in the Oakley Knolls projects for two years from their current expiration date upon submission of a letter seeking such extensions prior to expiration and if allowed by state law.
9. ANTIOCH shall not require PLAINTIFFS and/or their affiliated entities to underground, move or relocate the overhead PG&E utility lines and telephone cable along and across James Donlon Blvd.'s crossing of ANTIOCH's landfill.

10. ANTIOCH shall allow no more than 43 single-family lots and the neighborhood park in the southeastern portion of the Sky Ranch project in Pittsburg if within Drainage Area 55 of the Contra Costa County Flood Control District to drain and sewer through the Black Diamond Ranch infrastructure on all of the following conditions, for which PLAINTIFFS and/or their affiliated entities shall be responsible, with the approvals and payment conditions to be completed within 10 years of the effective date of this AGREEMENT or this provision shall have no effect:

- i. ANTIOCH's approval of a report by a licensed civil engineer acceptable to ANTIOCH that indicates that the existing Black Diamond Ranch and downstream sewer and storm drain lines are appropriately engineered as to size and capacity and any other constraints for this additional sewage and storm drain flows.
- ii. Approval, if necessary, from the Local Agency Formation Commission, Contra Costa Flood Control District, Delta Diablo Sanitation District and City of Pittsburg and any other regulatory agencies following any required CEQA review.
- iii. Storm water and sewer flows shall be delivered by the City of Pittsburg to the common city limit line in a public easement in the vicinity of Markley Creek Drive with manholes and drain inlets installed at the common city limit line. The City of Pittsburg shall agree to require that all storm water and sewer flows shall meet federal, state and local requirements as may be amended, including but not limited to NPDES requirements for storm water. ANTIOCH shall be responsible for infrastructure east of the

common city limit line, and the City of Pittsburg shall agree to be responsible for infrastructure to the west of the common city limit line.

- iv. Payment of ANTIOCH's sewer and storm drain connection fees and establishment of a mechanism for ANTIOCH's collection of the sewer fees and storm drainage fees from these Pittsburg residents, including if any such fees need to be increased per Prop. 218 or a single up-front payment from PLAINTIFFS and/or affiliated entities acceptable to ANTIOCH; and
- v. Payment of all application fees and staff and consultant time incurred by ANTIOCH in processing this request to drain and sewer through the Black Diamond Ranch, including but not limited to ANTIOCH inspectors inspecting the point of connection to Black Diamond infrastructure.

11. The PARTIES' responsibility for any additional payments or future requirements related to the Cleanup and Abatement Order, the Markley Creek remediation project, the Area D waste removal performed by ANTIOCH or any other past or future costs associated with removal of the HAZARDOUS SUBSTANCES, municipal waste burned or unburned, or trash as alleged in the ACTIONS are described below:

- (a) From the EFFECTIVE DATE of this AGREEMENT until the Regional Board issues a no further action letter, grants a request for closure, rescinds the Cleanup and Abatement Order, or otherwise approves the completion of the Markley Creek Remediation project, the PARTIES shall share in such future costs on a 61/39 percent basis as provided in the COST-SHARING AGREEMENT.

(b) Thereafter, PLAINTIFFS will be responsible for all costs or obligations related to or associated with the Cleanup and Abatement Order, the Markley Creek Remediation project, the Area D waste removal, or other costs associated with removal or remediation of HAZARDOUS SUBSTANCES, municipal waste burned or unburned, or trash as alleged in the ACTIONS on the GENTRY PROPERTIES.

(c) Also thereafter, ANTIOCH will be responsible for all costs or obligations related to or associated with the Cleanup and Abatement Order, the Markley Creek Remediation project, or other costs associated with removal or remediation of HAZARDOUS SUBSTANCES, municipal waste burned or unburned, or trash as alleged in the ACTIONS on the ANTIOCH PROPERTIES.

(d) Notwithstanding the foregoing, PLAINTIFFS hereby expressly agree that ANTIOCH shall have no liability or responsibility for any costs or expenses associated with the so-called "wedge of waste" which consists of that waste, including HAZARDOUS SUBSTANCES, municipal waste burned or unburned, or trash as alleged in the ACTIONS, present beneath the upper portion of the southern bank of Markley Creek on GENTRY PROPERTIES.

(e) PLAINTIFFS' payment obligation to ANTIOCH for previously incurred costs for the Markley Creek remediation and restoration project shall be capped at \$50,000. The amount owed by PLAINTIFFS shall be paid within seven (7) business days of the entry of the GOOD FAITH ORDER.

(f) Furthermore, subject to and notwithstanding subsections (a), (b) and (c) of this provision or any other provision of this AGREEMENT, the PARTIES agree that nothing in this provision or any other provision of this AGREEMENT shall

in any way limit PLAINTIFFS' and ANTIOCH'S rights, obligations and duties under the COST-SHARING AGREEMENT or the FIRST AMENDED COST-SHARING AGREEMENT.

13. Should PLAINTIFFS request, ANTIOCH would agree to a dismissal with prejudice and full release of all past, current or future claims it has filed or could file against Chevron U.S.A., Inc. arising out of the subject matter of the ACTIONS, conditioned on the occurrence of each of the following:
- (a) the Court's entry of a GOOD FAITH ORDER;
 - (b) Chevron U.S.A. Inc.'s support of ANTIOCH'S and PLAINTIFFS' request for a GOOD FAITH ORDER; and
 - (c) Chevron U.S.A. Inc. agrees to a dismissal with prejudice and full release of all past, current or future claims it has filed or could file against ANTIOCH arising out of the subject matter of the ACTIONS.

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14. ANTIOCH agrees to issue a temporary revocable license across the ANTIOCH PROPERTIES for PLAINTIFFS to access PARCEL 034 for maintenance and permit monitoring requirements on PARCEL 034 only, and not to include construction or development activities. The license shall be in ANTIOCH'S standard form. The location of the access shall be in ANTIOCH'S discretion. If PLAINTIFFS are unable to obtain similar access rights from the owner of APN 076-021-005, the PLAINTIFFS may request ANTIOCH'S approval to install a

temporary "railcar bridge" across Markley Creek for access for maintenance and permit monitoring activities only. Approval of such railcar bridge shall be subject to any environmental review and other regulatory agency approval, if required. Such bridge shall not be considered as satisfying any development conditions for roadway access on the GENTRY PROPERTIES. PLAINTIFFS shall be responsible for any damage caused by such bridge.

VI. OTHER TERMS AND CONDITIONS.

1. HANDLING OF CONSIDERATION.

The PARTIES agree as follows:

a. PLAINTIFFS shall deliver to Earl L. Hagström of Sedgwick, Detert, Moran & Arnold, LLP, One Market Plaza, Steuart Tower, 8th Floor, San Francisco, California, a copy of this AGREEMENT properly executed by PLAINTIFFS.

b. ANTIOCH shall deliver to Paul P. Spaulding, III of Farella Braun + Martel LLP, 235 Montgomery Street, 17th Floor, San Francisco, California, a copy of this AGREEMENT properly executed by ANTIOCH.

c. The GOOD FAITH ORDER identified in Section V.3 of this AGREEMENT shall have been approved and entered by the Court in which the ACTIONS were filed.

d. Within ten business days of the GOOD FAITH ORDER being entered by the Court, PLAINTIFFS shall record the Memorandum of this AGREEMENT, which provides any future owner, lessor or any entity which acquires a legal interest in the GENTRY PROPERTIES notice that the ACTIONS were filed, that the PARTIES have resolved all claims alleged or that could have been alleged in the ACTIONS, and that a GOOD FAITH ORDER has been entered by the Court, attached as Exhibit C, and identified in Section V.15 of this

AGREEMENT. PLAINTIFFS and/or their affiliated or related entities shall not be able to redeem, transfer or otherwise use any SETTLEMENT CONSIDERATION until such Memorandum has been recorded.

e. Within two business days of the GOOD FAITH ORDER being entered by the Court, PLAINTIFFS shall deliver to Sedgwick, Detert, Moran and Arnold LLP, a properly executed Stipulation of Dismissal, dismissing as to ANTIOCH each and every claim, demand or cause of action by PLAINTIFFS set forth in Case Nos. C:04-cv-02648-SI and C:07-cv-05824 SI with prejudice.

f. Within two business days of the GOOD FAITH ORDER being entered by the Court, ANTIOCH shall deliver to Farella Braun + Martel LLP a properly executed Stipulation of Dismissal, dismissing as to PLAINTIFFS and all other parties each and every claim, demand or cause of action by ANTIOCH set forth in Case Nos. C:04-cv-02648-SI and C:07-cv-05824 SI with prejudice.

g. Upon completion, but not before, all of the provisions in section VI.1(a)-(f), PLAINTIFFS shall be entitled to transfer, redeem, or otherwise use the SETTLEMENT CONSIDERATION as set forth in this AGREEMENT.

2. CONTRIBUTION PROTECTION.

Pursuant to sections 107 and 113(f) of CERCLA, 42 U.S.C. sections 9607 and 9613 (f), and all common law claims alleged in the ACTIONS, ANTIOCH has pursuant to this AGREEMENT, resolved all of its liability to the PLAINTIFFS as alleged in the ACTIONS and ANTIOCH, in accordance with the Uniform Comparative Fault Act sections 2 and 6, and *American Cyanamid Co. v. King Industries*, 814 F.Supp. 215 (D.RI 1993) and shall not be liable for contribution regarding the matters addressed in this AGREEMENT. Further, the GOOD FAITH ORDER defined in Section V.3 of this AGREEMENT shall establish that pursuant to

federal common law, the authority contained in *Franklin v. Kaypro*, 884 F.2d 1222 (9th Cir. 1989) and *American Cyanamid Co. v. King Industries, supra*, and Sections 877 and 877.6 of the California Code of Civil Procedure, that this AGREEMENT is entered into and made in good faith. ANTIOCH and PLAINTIFFS shall cooperate fully and reasonably to establish such good faith and which, upon entry of a GOOD FAITH ORDER by the Court, shall bar all present and future claims arising out of or related to the ACTIONS, against ANTIOCH.

3. GOOD FAITH SETTLEMENT DETERMINATION.

ANTIOCH shall within two days of the execution of this AGREEMENT, and on an expedited basis, and with the full support of PLAINTIFFS, request the Court to enter an Order (GOOD FAITH ORDER) in the ACTIONS which satisfies each of the following requirements:

a. A GOOD FAITH ORDER that shall bar any claims for contribution (including contribution applicable under sections 113(f) and 122 of CERCLA) for RESPONSE COSTS or damages incurred or to be incurred with respect to allegations in the ACTIONS which have or could be made by the PLAINTIFFS and any other party who may have grounds to assert a claim against ANTIOCH under CERCLA, RCRA or any federal statutory, state statutory, federal or state common laws, or any federal or state based equitable claims

b. A GOOD FAITH ORDER that shall adjudicate that the settlement, as set forth in this AGREEMENT is in good faith under California Code of Civil Procedure Section 877.6 and bar any and all state laws equitable indemnity or contribution claims or common law claims of any type or claims against ANTIOCH concerning, relating to or arising out of the allegations in the ACTIONS.

In furtherance of obtaining a GOOD FAITH ORDER from the Court,

c. The PARTIES hereby consent and stipulate to the entry of a GOOD FAITH ORDER.

d. The PARTIES shall cooperate in good faith regarding the prompt and expeditious filing of a motion or application seeking a GOOD FAITH ORDER and will join in such motion or application.

e. The PARTIES further agree that PLAINTIFFS at their option prior to the time of filing the motion or application for good faith settlement determination, give notice of such motion or application to any PERSON that PLAINTIFFS may decide to bring future actions against for recovery of RESPONSE COSTS or other damages, which PERSON may be able to assert a claim against ANTIOCH arising out of that future action or these ACTIONS. ANTIOCH has recommended that PLAINTIFFS provide such notice to any and all PERSONS which it may decide to bring a future action against to recover RESPONSE COSTS or other damages prior to the filing of the good faith motion. PLAINTIFFS further agree that this notice whether given or not shall have no effect on their obligations under this AGREEMENT.

f. The PARTIES agree that PLAINTIFFS have the right but not the obligation to pursue other potentially responsible parties for the recovery of RESPONSE COSTS and other damages as alleged in the ACTIONS, and they are already pursuing such recovery in the ACTIONS. In the event that a claim of any type is permitted against ANTIOCH arising out of the ACTIONS despite the protections afforded by this AGREEMENT and the GOOD FAITH ORDER, the PARTIES shall have the right to file suit against the claimant and others including claims against each other as provided by law subject to the limitations set forth in this AGREEMENT.

g. PLAINTIFFS agree and understand that the entry of a GOOD FAITH ORDER, barring all existing and future claims for contribution or indemnity or any other equitable based claim against ANTIOCH arising out of or related to PLAINTIFFS' allegations in the ACTIONS, by the Court shall be a condition precedent to ANTIOCH's providing any of the

SETTLEMENT CONSIDERATION set forth in Section V and provided for by this AGREEMENT.

h. ANTIOCH agrees and understands that ANTIOCH's agreement provide the SETTLEMENT CONSIDERATION to PLAINTIFFS shall be a condition precedent to PLAINTIFFS' dismissal pursuant to Section V.1.e.

i. Subject to the rights retained in Section V.3.f above, and as set forth in this AGREEMENT, ANTIOCH agrees that it shall not seek recovery of any portion of the SETTLEMENT CONSIDERATION ANTIOCH has provided PLAINTIFFS from any other PERSON from which PLAINTIFFS seek to recover additional RESPONSE COSTS or other damages.

4. NO ADMISSIONS.

This AGREEMENT is a compromise and settlement of disputed claims and issues and shall not constitute, and no actions taken pursuant to this AGREEMENT shall constitute, any admission of fact, liability, causation, responsibility, or fault, or proportionate share thereof, by any PARTY to this AGREEMENT, including without limitation, regarding the presence of any HAZARDOUS SUBSTANCES, municipal waste burned or unburned or trash at, on, in, under or emanating to or from the GENTRY PROPERTIES or the ANTIOCH PROPERTY as alleged in the ACTIONS. This AGREEMENT shall not be offered into evidence or used by any PARTY in any administrative, judicial or alternative dispute resolution proceeding for any purpose except as set forth in Sections VI 2,3,7 and 8 herein.

5. LIMITS TO DISCLOSURE.

Except to the extent required by law, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act, and any other applicable law, all discussions and negotiations leading up to execution of this AGREEMENT are and shall remain completely

confidential. Notwithstanding the foregoing, the AGREEMENT shall be a public record and any PARTY may disclose the fact that the PARTIES have entered into the AGREEMENT to settle the ACTIONS as between themselves, and the terms of this AGREEMENT may be disclosed as necessary to obtain the GOOD FAITH ORDER as required by law.

6. NO WAIVER.

The failure of any PARTY to insist upon strict adherence to any term of this AGREEMENT on any occasion shall not be deemed a waiver or deprive that PARTY of the right thereafter to insist upon strict adherence to that term or any other term of this AGREEMENT.

7. DISPUTE RESOLUTION.

The PARTIES hereby agree to attempt to resolve any dispute arising under this AGREEMENT or related to any PARTY'S compliance with this AGREEMENT, including without limitation any claims for breach of this AGREEMENT ("BREACH"), expeditiously and cost effectively in accordance with the provisions of this Section V.7. If the PARTIES are not able to resolve a dispute through these provisions, they may take any legal or other action available to them at law, in equity, or otherwise.

a. **Notice and Negotiation.** Each PARTY shall promptly provide written notice to the other PARTY of any alleged BREACH arising under this AGREEMENT ("NOTICE OF BREACH"). The PARTIES shall negotiate in good faith to attempt to reach a resolution of the BREACH within thirty (30) calendar days after the receipt of the NOTICE OF BREACH. If, at the end of the thirty (30) calendar day period, the BREACH has not been resolved to the satisfaction of the PARTIES, then any PARTY may request non-binding mediation ("MEDIATION") of the BREACH pursuant to this Section V.7.

b. **Mediation.** Unless otherwise agreed in writing by the PARTIES, the MEDIATION will take place within thirty (30) calendar days after the request for mediation and such proceedings shall be held before a mutually agreed upon third party neutral at a mutually agreed upon location. No resolution of the BREACH resulting from MEDIATION shall be binding unless accepted in writing by the PARTIES. Unless otherwise agreed in writing by the PARTIES at the MEDIATION, the costs of the MEDIATION shall be borne equally by the PARTIES and each PARTY shall bear their own attorneys' fees and costs. If the non-binding MEDIATION does not occur within 30 days or is not successful in resolving the dispute, the PARTIES may take any legal or other action available to them at law, in equity or otherwise.

c. **Confidentiality.** Except to the extent required by law, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act and any other applicable laws, the PARTIES agree that any direct negotiations, or any MEDIATION conducted under this AGREEMENT is a confidential settlement negotiation and that the PARTIES engaging in such proceedings are doing so in accordance with the protection of the settlement and mediation privileges. The PARTIES agree that any MEDIATION to enforce this AGREEMENT or for a BREACH of the AGREEMENT are being conducted in accordance with the protection of the settlement and mediation privileges. All aspects of any such proceedings (including but not limited to all statements, testimony, submissions, and written materials of, or submitted on behalf of, any of the PARTIES or a mediator or an arbitrator) are privileged and confidential and shall not be disclosed to any other person, except for their respective representatives, counsel and insurance carriers. The PARTIES further agree that the provisions of Sections 1115-28 and 1152.5 of the California Evidence Code shall apply to any such MEDIATION to enforce this AGREEMENT or for BREACH of the AGREEMENT in which they participate, provided, however, that the terms and details of such proceedings may be

disclosed as necessary to enforce any agreement reached in those proceedings or as ordered by a court or other tribunal of competent jurisdiction.

8. ADMISSIBILITY OF AGREEMENT.

This AGREEMENT shall not be admissible in any court or other proceeding (except any regulatory agency proceeding) for any purpose except to prove or enforce the terms of the AGREEMENT.

9. ENVIRONMENTAL CLAIM INSURANCE.

If PLAINTIFFS elect to purchase insurance for environmental claims, bodily injury claims by any third party or for remediation or investigation of the environmental conditions and HAZARDOUS SUBSTANCES, municipal wastes burned or unburned or trash as alleged in the ACTIONS, PLAINTIFFS shall provide ANTIOCH notice ten (10) days prior to their purchase of said coverage as well as the terms and costs of such coverage, including the costs to name ANTIOCH as an additional insured. If PLAINTIFFS secure such coverages, ANTIOCH shall have an additional ten (10) days to elect to participate in such coverage(s) as additional insureds on the policy or policies, at ANTIOCH'S sole expense or to extend such coverage to all or a part of the ANTIOCH PROPERTIES on a pro rata basis depending upon the acreage covered by the policy or policies.

10. MUTUAL RELEASE.

Except as expressly provided in this AGREEMENT, each of the PARTIES to this AGREEMENT on behalf of itself and on behalf of each of its respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, management companies, divisions, departments, assigns, partners, partnerships, parent companies, sister companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, employees, servants, representatives, shareholders, elected or appointed public or private

officials and all persons, firms, associations, and/or corporations connected with them, including, without limitation, their insurers, sureties and attorneys (collectively "RELEASORS"), hereby release and forever discharge each other and each other's respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, management companies, divisions, departments, assigns, partners, partnerships, parent companies, sister companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, employees, servants, representatives, shareholders, elected or appointed public or private officials and all persons, firms, associations, and/or corporations connected with them, who are or may ever become liable to them, including, without limitation, their insurers, sureties and attorneys, but specifically excluding the Remediation Consultants/Contractors (collectively "RELEASEES"), of and from any and all claims, demands, causes of actions, obligations, damages, incidental, consequential, ensuing or resulting damages, losses, costs, attorneys' fees and expenses of every kind and nature whatsoever, known or unknown, fixed or contingent, including any and all rights to subrogation therefor, which any RELEASOR may now have or may hereafter have against any RELEASEE to this AGREEMENT by reason of any matter, cause or thing arising out of and/or connected with the ACTIONS and the DISPUTE, including, without limitation:

a. The prosecution of the ACTIONS, not yet filed or served Supplemental Complaints, Counter-Claims, Cross-Claims and/or Third Party-Complaints;

b. The defense, handling and/or settlement of the ACTIONS or DISPUTE or any further actions brought by the PARTIES against their insurers or other PERSONS except as provided under Section V.3.f. of this AGREEMENT;

c. HAZARDOUS SUBSTANCES RELEASED, or municipal wastes burned or unburned or trash released or disposed of as alleged in the ACTIONS irrespective of whether they have been discovered in connection with the ACTIONS or DISPUTE; and,

d. Any claims for malicious prosecution, abuse of process, slander, libel, and damages and related claims.

e. The PARTIES acknowledge that there is a risk in that, subsequent to the execution of this AGREEMENT, they may incur, suffer or sustain injury, loss, damages of any type, costs, RESPONSE COSTS, attorneys' fees expenses, or any of these, which are in some way caused by and/or connected with the persons, entities and/or matters referred to in the DISPUTE, the ACTIONS or which are unknown and unanticipated at the time this AGREEMENT is signed, or which are not presently capable of being ascertained. The PARTIES further acknowledge that there is a risk that such damages as are known may become more serious than they now expect or anticipate. Nevertheless, the PARTIES acknowledge that this AGREEMENT has been negotiated and agreed upon in light of those realizations and each PARTY hereby expressly waives all rights they may have in such unsuspected claims.

f. In so doing, the PARTIES have had the benefit of counsel, have been advised of, understand and knowingly and specifically waive their respective rights under California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

g. The PARTIES agree that their attorneys and advisors have explained the importance, meaning and legal effect of Section 1542 and this entire AGREEMENT. The PARTIES, and each of them expressly waive to the fullest extent permissible under the law the

foregoing provision of Section 1542, and any and all rights which they, or any of them, may have under this provision as amongst each other arising out of the ACTIONS, the DISPUTE and matters addressed in this AGREEMENT, presently or in the future.

11. INDEMNITIES.

a. The PLAINTIFFS and/or their affiliated and related entities shall indemnify, hold harmless and defend ANTIOCH from all claims, demands, causes of action, obligations, losses, liens, costs, expenses, attorneys' fees, liabilities, injuries and damages of any kind or nature whatsoever relating to HAZARDOUS SUBSTANCES, municipal waste burned or unburned or trash at, on or under the NON-MARKLEY CREEK AREAS. The PLAINTIFFS and/or their affiliated and related entities shall also indemnify, hold harmless and defend ANTIOCH from all past, present, and future claims, demands, causes of action, obligations, losses, liens, costs, expenses, attorneys' fees, liabilities, injuries and damages of any kind whatsoever, including, and without limitation, any and all agency actions, orders or directives, with regard to the NON-MARKLEY CREEK AREAS, whether currently pending, dismissed or dismissed and refiled, or by any federal, state, county or municipal environmental regulatory agency, or any other agency, specifically including, without limitation, the U.S. Environmental Protection Agency, the State Water Resources Control Board, any Regional Water Quality Control Board, the Contra Costa County Department of Health Services, the Contra Costa County Water District, Contra Costa County Health Care Services Agency, Department of Environmental Health, Hazardous Material Program, the California Department of Fish and Game, the United States Army Corps of Engineers and the California Environmental Protection Agency's Department of Toxic Substances Control. PLAINTIFFS and/or their affiliated and related entities shall indemnify, hold harmless and defend ANTIOCH from any and all claims for bodily injury arising out of or related to exposure to any contamination or HAZARDOUS

SUBSTANCE, municipal waste burned or unburned or trash at, on or under the NON-MARKLEY CREEK AREAS asserted by any employee or agent of the PLAINTIFFS, whenever made or filed.

b. ANTIOCH shall indemnify, hold harmless and defend PLAINTIFFS from all claims, demands, causes of action, obligations, losses, liens, costs, expenses, attorneys' fees, liabilities, injuries and damages of any kind or nature whatsoever, arising out of the ACTIONS or DISPUTE, brought by any PERSON against PLAINTIFFS with respect to the ANTIOCH PROPERTIES. ANTIOCH shall also indemnify, hold harmless and defend PLAINTIFFS from all past, present, and future claims, demands, causes of action, obligations, losses, liens, costs, expenses, attorneys' fees, liabilities, injuries and damages of any kind whatsoever, including, and without limitation, any and all agency actions, orders or directives, with regard to the ANTIOCH PROPERTIES as described and alleged in the ACTIONS, whether currently pending, dismissed or dismissed and refiled, or by any federal, state, county or municipal environmental regulatory agency, or any other agency, specifically including, without limitation, the U.S. Environmental Protection Agency, the State Water Resources Control Board, any Regional Water Quality Control Board, the Contra Costa County Department of Health Services, the Contra Costa County Water District, Contra Costa County Health Care Services Agency, Department of Environmental Health, Hazardous Material Program, the California Department of Fish and Game, the United States Army Corps of Engineers and the California Environmental Protection Agency's Department of Toxic Substances Control. ANTIOCH shall indemnify, hold harmless and defend PLAINTIFFS from any and all claims for bodily injury arising out of or related to exposure to any contamination or HAZARDOUS SUBSTANCE, municipal waste burned or unburned or trash at, on or under ANTIOCH PROPERTIES asserted by any employee or agent of ANTIOCH, whenever made or filed.

12. ENFORCEMENT.

The PARTIES agree that Plaintiffs, and their affiliated and related entities who are benefited by the SETTLEMENT CONSIDERATION, would be damaged in the event any of the provisions set forth in Section V herein were not performed in accordance with their specific terms or were otherwise breached. Accordingly, in the event of any breach of said terms, and in addition to any remedies available at law, Plaintiffs and their affiliated and related entities shall be entitled to affirmative and other equitable relief, including temporary, preliminary or permanent injunctions, and to specific performance of the provisions hereof and to enforce specifically these terms, as allowed under State Law.

13. THIRD PARTY BENEFICIARIES.

The PARTIES agree that each of the affiliated and related entities but specifically excluding any other entity which is not PLAINTIFFS and/or their affiliated or related entities who are benefited by the SETTLEMENT CONSIDERATION have the requisite status and standing, including as third party beneficiaries, to take enforcement action under this AGREEMENT regarding the provisions in their favor in Section V herein. However, such entities shall also follow the dispute resolution procedures set forth in Section V.7 herein. ANTIOCH agrees that it shall not assert any defense against such entities in a enforcement proceeding based on their alleged lack of standing, party status or similar grounds.

The PARTIES further agree that PLAINTIFFS are third party beneficiaries of any contracts or other agreements between ANTIOCH and the REMEDIATION CONTRACTORS/CONSULTANTS; as provided in those agreements, that this AGREEMENT does not dismiss, release or foreclose any claims, known or unknown, by PLAINTIFFS against the REMEDIATION CONTRACTORS/CONSULTANTS, and that any such claims are expressly preserved.

14. RECORDATION.

PLAINTIFFS shall prepare a Memorandum of this AGREEMENT. The PARTIES hereby consent to the recording of a Memorandum of this AGREEMENT in the official records of Contra Costa County, California, and the PARTIES agree to cooperate with each other to execute such documents and to take all steps as may be necessary to accomplish such recordation. The Memorandum of this AGREEMENT shall be recorded by PLAINTIFFS within ten (10) business days of entry of the GOOD FAITH ORDER. The Memorandum shall include provisions which provide notice that: (a) Cleanup and Abatement Order has been issued for the ANTIOCH and GENTRY PROPERTIES; (b) PLAINTIFFS have filed the ACTIONS; and (c) PLAINTIFFS and ANTIOCH have entered into this AGREEMENT. A true and correct copy of said Memorandum is attached hereto as Exhibit ^D ~~C~~.

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15. RUN WITH THE LAND.

To the extent permissible under existing law, the terms and conditions of this AGREEMENT, and the AGREEMENT as a whole, shall be binding upon each of the PARTIES, their successors and assigns, parent, sister and affiliated and related companies, partnerships and all other forms of legal or personal entities created by or entered into by the PARTIES and all present and future owners of GENTRY PROPERTIES and ANTIOCH PROPERTY, including, without limitation, their heirs, successors and assigns, and shall constitute covenants which "run with the land" pursuant to applicable California law.

16. REPRESENTATIONS BY THE PLAINTIFFS.

PLAINTIFFS, on behalf of themselves, make the following material representations with the understanding that ANTIOCH enter into this AGREEMENT in reliance upon each of these representations and that without these representations, ANTIOCH would not enter into this AGREEMENT:

C31

14. RECORDATION.

PLAINTIFFS shall prepare a Memorandum of this AGREEMENT. The PARTIES hereby consent to the recording of a Memorandum of this AGREEMENT in the official records of Contra Costa County, California, and the PARTIES agree to cooperate with each other to execute such documents and to take all steps as may be necessary to accomplish such recordation. The Memorandum of this AGREEMENT shall be recorded by PLAINTIFFS within ten (10) business days of entry of the GOOD FAITH ORDER. The Memorandum shall include provisions which provide notice that: (a) Cleanup and Abatement Order has been issued for the ANTIOCH and GENTRY PROPERTIES; (b) PLAINTIFFS have filed the ACTIONS; and (c) PLAINTIFFS and ANTIOCH have entered into this AGREEMENT. A true and correct copy of said Memorandum is attached hereto as Exhibit ^D ~~2~~.



15. RUN WITH THE LAND.

To the extent permissible under existing law, the terms and conditions of this AGREEMENT, and the AGREEMENT as a whole, shall be binding upon each of the PARTIES, their successors and assigns, parent, sister and affiliated and related companies, partnerships and all other forms of legal or personal entities created by or entered into by the PARTIES and all present and future owners of GENTRY PROPERTIES and ANTIOCH PROPERTY, including, without limitation, their heirs, successors and assigns, and shall constitute covenants which “run with the land” pursuant to applicable California law.

16. REPRESENTATIONS BY THE PLAINTIFFS.

PLAINTIFFS, on behalf of themselves, make the following material representations with the understanding that ANTIOCH enter into this AGREEMENT in reliance upon each of these representations and that without these representations, ANTIOCH would not enter into this AGREEMENT:

a. PLAINTIFFS represent that they have been and are authorized to compromise and settle the ACTIONS and DISPUTE and related claims which the PLAINTIFFS have or may have against ANTIOCH, to release, indemnify and defend ANTIOCH as set forth in this AGREEMENT, to enter into a GOOD FAITH ORDER approved by the Court and to covenant not to sue ANTIOCH for the matters addressed in this AGREEMENT, except as otherwise provided under this AGREEMENT.

b. PLAINTIFFS represent that, prior to the execution of this AGREEMENT, they have not sold, transferred, conveyed, assigned, hypothecated and/or subrogated any of the rights, claims or causes of ACTIONS released in this AGREEMENT.

c. PLAINTIFFS warrant that no other person or entity, other than itself or its insurers, has or has had any interest in the claims, demands, obligations or causes of ACTIONS referred to in this AGREEMENT.

d. PLAINTIFFS represent that they have selected and retained their own experts and consultants to inspect, analyze and advise them regarding the ACTIONS and the DISPUTE, including, but not limited to, the nature, extent and cause of the HAZARDOUS SUBSTANCES RELEASED, and the presence or absence of municipal waste or trash at, on, under, or in GENTRY PROPERTIES and/or as otherwise alleged in the ACTIONS and appropriate repairs and remediation of GENTRY PROPERTIES which are the subject of the ACTIONS including, all claims and causes of action, contained in the ACTIONS. In entering into this AGREEMENT, PLAINTIFFS represent that while they have considered the opinions, representations, conclusions, recommendations and estimates expressed by ANTIOCH, their experts and/or their attorneys, PLAINTIFFS have not been induced to enter into this AGREEMENT by reliance on such considerations. PLAINTIFFS and their affiliated and related entities agree not to file or assert any legal or equity based claims or other proceeding against

ANTIOCH, their attorneys, experts or consultants for any alleged misrepresentation, errors or omissions with respect to their opinions, conclusions, or estimates.

17. REPRESENTATIONS BY ANTIOCH.

ANTIOCH, on behalf of itself, makes the following material representations with the understanding that the PLAINTIFFS enter into this AGREEMENT in reliance upon each of these representations and that without these representations, the PLAINTIFFS would not enter into this AGREEMENT:

a. ANTIOCH represents that it has been and is authorized to compromise and settle the ACTIONS and the DISPUTE and related claims which ANTIOCH has or may have against the PLAINTIFFS, to release the PLAINTIFFS, to enter into a GOOD FAITH ORDER approved by the Court and to covenant not to sue the PLAINTIFFS for the matters addressed in this AGREEMENT, except as otherwise provided under this AGREEMENT.

b. ANTIOCH represents that, prior to the execution of this AGREEMENT, it has not sold, transferred, conveyed, assigned, hypothecated and/or subrogated any of the rights, claims or causes of ACTIONS released in this AGREEMENT.

c. ANTIOCH warrants that no other person or entity, other than itself or its insurers, has or has had any interest in the claims, demands, obligations or causes of ACTIONS referred to in this AGREEMENT.

d. ANTIOCH represents that it has selected and retained its own experts and consultants to inspect, analyze and advise it regarding the ACTIONS and the DISPUTE, including, but not limited to, the nature, extent and cause of alleged HAZARDOUS SUBSTANCES RELEASED, and the presence or absence of municipal waste or trash at GENTRY PROPERTIES and the ANTIOCH PROPERTIES and/or as otherwise alleged in the ACTIONS and appropriate repairs and remediation which are the subject of the ACTIONS

including, all claims and causes of action contained in the ACTIONS. In entering into this AGREEMENT, ANTIOCH represents that while it has considered the opinions, representations, conclusions, recommendations and estimates expressed by PLAINTIFFS, their experts and/or their attorneys, it has not been induced to enter into this AGREEMENT by reliance on such considerations. ANTIOCH agrees not to bring any legal ACTIONS or other proceeding against PLAINTIFFS, their attorneys, experts or consultants for any alleged misrepresentation, errors or omissions with respect to their opinions, conclusions, or estimates.

18. COMPROMISE.

This AGREEMENT is the result of a compromise between the PARTIES to this AGREEMENT and shall never at any time or for any purpose be considered as an admission of liability and/or responsibility on the part of any PARTY released in this AGREEMENT, nor shall the payment of any sum of money or non-cash consideration in exchange for the execution of this AGREEMENT constitute or be construed as an admission of any liability whatsoever by any PARTY released in this AGREEMENT, each of which continues to deny such liability and disclaim such responsibility.

19. ATTORNEYS' FEES AND COSTS.

The PARTIES to this AGREEMENT acknowledge and agree that, as between themselves, each of them will bear their own costs, expenses and attorneys' fees arising out of and/or connected with the ACTIONS and the DISPUTE, the negotiation, drafting, and execution of this AGREEMENT, and all matters arising out of or connected to the AGREEMENT except that in the event any action is brought by any PARTY to the AGREEMENT to enforce this AGREEMENT, or any BREACH of the AGREEMENT, the prevailing PARTY shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that PARTY may be entitled.

20. CONSTRUCTION AND AUTHORSHIP OF AGREEMENT.

The PARTIES agree that this AGREEMENT reflects the joint drafting efforts of the PARTIES. In the event any dispute, disagreement or controversy arises regarding this AGREEMENT, the PARTIES shall be considered joint authors and no provision shall be interpreted against any PARTY because of authorship. Each PARTY also agrees that it is fully informed as to the meaning and intent of all terms and conditions of the AGREEMENT as a whole and has been advised by counsel in that regard. This AGREEMENT is the product of negotiation and preparation by and between the PARTIES to this AGREEMENT and their respective attorneys. The PARTIES therefore expressly acknowledge and agree that this AGREEMENT shall not be deemed prepared or drafted by one PARTY or another, or its attorneys, and will be construed accordingly.

21. BINDING EFFECT.

This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES to this AGREEMENT and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, management companies, divisions, departments, assigns, partners, partnerships, parent companies, sister companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, employees, servants, representatives, shareholders, elected or appointed public or private officials and all persons, firms, associations, and/or corporations connected with them, including, without limitation, their insurers, sureties and attorneys.

22. SUCCESSORS AND ASSIGNS.

The AGREEMENT shall be binding on, and inure to the benefit of, the PARTIES named herein and their respective successors and assigns, including PLAINTIFFS' affiliated and related entities. Except as otherwise expressly allowed in this AGREEMENT, a PARTY may

not assign its rights or obligations under this AGREEMENT to any other person without the prior written consent of the PARTIES, which consent may be withheld for any reason. Any attempted or purported assignment without such prior written consent shall be null, void and of no force or effect. Notwithstanding the foregoing, PLAINTIFFS, and their affiliated and related entities, shall have the right, without consent from ANTIOCH, to assign the SETTLEMENT CONSIDERATION (a) to any third party which shall acquire the rights, obligations or properties of the assigning Party (including PLAINTIFFS or their affiliated and related entities) by purchase, merger or consolidation; (b) to any parent, affiliate or wholly-owned subsidiary of PLAINTIFFS; or (c) to any lender.

23. NO INTENT TO CREATE ADDITIONAL THIRD PARTY BENEFICIARIES.

Except as expressly provided in this AGREEMENT, the PARTIES intend that the rights under this AGREEMENT shall benefit only the PARTIES to this AGREEMENT and PLAINTIFFS' related and affiliated entities, and do not intend to create any rights in any other third parties who are not signatories to this AGREEMENT. Except as set forth above, this AGREEMENT confers no rights on individuals or entities not a party to this AGREEMENT, including the insurance carriers of the PARTIES.

24. MODIFICATION.

Each PARTY warrants and agrees that this AGREEMENT may not be altered, amended, modified or otherwise changed except in writing duly executed by an authorized representative of each of the PARTIES which expressly agrees to a modification of the AGREEMENT and which is duly executed by an authorized representative of each PARTY.

25. SEVERABILITY AND SAVINGS PROVISION.

In the event any nonmaterial provisions contained in this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT, but this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had not been contained within the AGREEMENT.

26. SURVIVAL.

The obligations, representations, and warranties, and the remedies for BREACH of obligations, representations, and warranties, in this AGREEMENT shall survive the recording of the memorandum of this AGREEMENT. The AGREEMENT shall "run with the land" and shall survive the resolution of the ACTIONS.

27. The PARTIES agree to execute such other documents and perform such other acts as may be reasonably requested to carry out this AGREEMENT in a reasonable and timely manner.

28. GOVERNING LAW.

The validity, interpretation and performance of this AGREEMENT shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made to be performed in California. Further the PARTIES specifically agree and understand that no provision, obligation or requirement in this AGREEMENT shall or can, obligate or require ANTIOCH to undertake or perform any function, task or deed which would cause ANTIOCH to violate any law, regulation or code of any type.

29. COUNTERPARTS.

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, notwithstanding that the signatures and the PARTIES designated

representative do not appear on the same page, all of which taken together shall constitute one and the same instrument and which shall be binding on the PARTIES.

30. NO PARTNERSHIP OR JOINT VENTURE.

This AGREEMENT does not in any way constitute a partnership or joint venture between the PARTIES.

31. NOTICE OF THIRD-PARTY CLAIMS.

In the event claims are asserted against either PLAINTIFFS or ANTIOCH by any third party including any state or federal agency related to or arising out of the alleged presence or RELEASE of HAZARDOUS SUBSTANCES, municipal waste burned or unburned or trash as alleged in the ACTIONS other than in connection with the groundwater plume/soil gas contamination, then each of the PARTIES shall notify the others of its receipt of such claim within fifteen (15) calendar days of receipt of such claim.

32. RESTRICTIONS ON AUTHORITY

Notwithstanding any provision or term of this AGREEMENT, the PARTIES agree the AGREEMENT shall not limit or restrict ANTIOCH'S authority as a municipality to enforce or enact laws, rules, ordinances or regulations including but not limited to the laws of the United States of America, the laws of the State of California or the Antioch municipal code.

33. HEADINGS.

The headings in this AGREEMENT are for convenience only and shall be given no effect in the construction or interpretation of this AGREEMENT.

34. ENTIRE AGREEMENT.

With the exception of the COST-SHARING AGREEMENT, and the FIRST AMENDED COST-SHARING AGREEMENT this AGREEMENT constitutes the entire understanding between and among the PARTIES with regard to the matters addressed in the

AGREEMENT. With the exception of the the COST-SHARING AGREEMENT, and the FIRST AMENDED COST-SHARING AGREEMENT there are no representations, warranties, agreements, arrangements, undertakings, oral or written, between the PARTIES to the AGREEMENT relating to the subject matter of this AGREEMENT which are not fully expressed herein.

35. BENEFIT OF COUNSEL.

The advice of legal counsel has been obtained by each of the PARTIES to the AGREEMENT prior to entering into this AGREEMENT.

36. NOTICES.

Any notice required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be deemed to be given when served personally, or on the third business day after mailing if mailed by United States mail, postage prepaid, addressed to the address for each PARTIES set forth below:

If to PLAINTIFFS: Seeno Homes
4021 Port Chicago Hwy.
Concord, CA 94520
Attention: Jeanne C. Pavao

With a copy to: Paul P. Spaulding, III
James H. Colopy
Farella Braun + Martel LLP
235 Montgomery Street, 17th floor
San Francisco, California 94104

If to ANTIOCH: James Jakel
City Manager
The City of Antioch
P.O. Box 5007
Antioch, CA 94531

With copies to: Lynn T. Nerland
City Attorney
The City of Antioch

P.O. Box 5007
Antioch, CA 94531

and

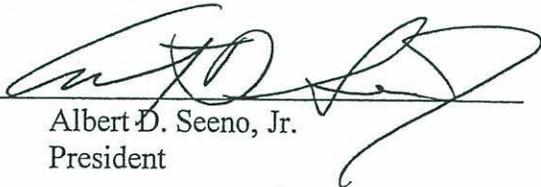
Earl L. Hagström
Sedgwick, Detert, Moran & Arnold, LLP
One Market Plaza, Steuart Tower, 8th Floor
San Francisco, CA 94105

37. WARRANTY OF AUTHORIZED SIGNATORIES.

Each of the signatories to this AGREEMENT warrants and represents that he or she is competent and authorized to enter into this AGREEMENT on behalf of the PARTIES for whom he or she purports to sign.

IN WITNESS WHEREOF, the PARTIES enter into and date this AGREEMENT this 15th day of September, 2009.

SPPI-SOMERSVILLE, INC AND
SOMERSVILLE-GENTRY, INC. and related and
affiliated Plaintiff entities

By: 
Albert D. Seeno, Jr.
Its: President

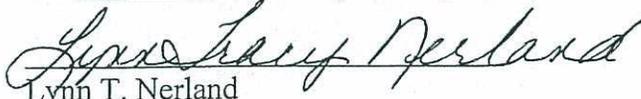
THE CITY OF ANTIOCH

By: 
James D. Davis
Its: Mayor

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE
UNLESS AND UNTIL IT IS SIGNED BY THE ANTIOCH MAYOR

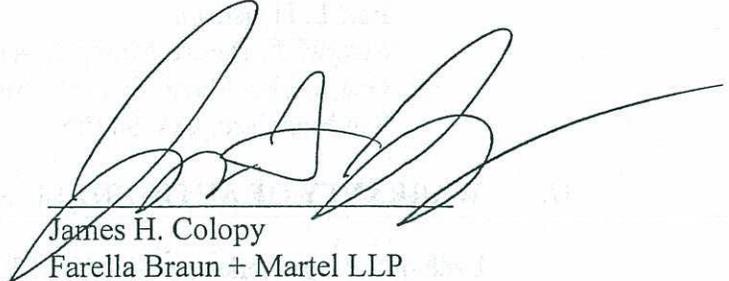
Recommended By: 
Jim Jakel
City Manager

Approved as to form
this 15 day of September, 2009


Lynn T. Nerland
Antioch City Attorney

APPROVED AS TO FORM:

Dated: September 15, 2009


James H. Colopy
Farella Braun + Martel LLP
on behalf of SPPI-SOMERSVILLE, INC. and
SOMERSVILLE-GENTRY, INC.

Dated: September 15, 2009


Earl L. Hagström
Sedgwick, Detert, Moran & Arnold LLP
on behalf of the CITY OF ANTIOCH

EXHIBIT "A"

Lots A, B, C, and D, as shown on that certain Map entitled "Subdivision 6081, The Sequoia Business Park, Unit 1," which Map was filed October 9, 1986, in Book 307 of Maps, at Page 42, in the Office of the Recorder of Contra Costa County.

EXCEPTING THEREFROM:

(A) All oil, gas, asphaltum and other hydrocarbons and other minerals, whether similar to those herein specified or not, within or that may be produced from the premises; provided, however, that the surface of the premises shall never be used for the exploration, development, extraction, removal, or storage of said substances except as provided in Paragraph 8 of Deed to Tom Gentry, recorded May 9, 1966, Book 5116, Page 752, Official Records.

(B) All rights, title, and interest in and to that portion of said property lying below a depth of 500 feet from the surface thereof.

APN#076-010-030, 031, 032, and 034

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APR

EXHIBIT B

APN 076-021-014 is more particularly described as

Parcel 1: All of that certain parcel of land conveyed to the City of Antioch in the Deed by Dave Arata and Nell Arata, his wife, and Frank Arata recorded for record in the Office of the Recorder of the County of Contra Costa, State of California in Book 3251 of Official Records at Page 439 and;

Parcel 2: All of that certain parcel of land conveyed to the City of Antioch in the Deed by Eugene Arata and Madalina Arata, his wife, recorded for record in the Office of the Recorder of the County of Contra Costa, State of California in Book 161 of Official Records at Page 69,

All lying easterly of the north/south center section line of Section 27, Township 2 North, Range 1 East, Mount Diablo Base and Meridian

EXCEPTING THEREFROM all of that certain parcel of land conveyed to GBF Holding, LLC, a California Limited Liability Company by the City of Antioch recorded for record in the Office of the Recorder of the County of Contra Costa, State of California as DOC-2001-0316146-00 filed October 19, 2001 .

APN 076-021-015 is more particularly described as

Parcel 1: All of that certain parcel of land conveyed to the City of Antioch in the Deed by Dave Arata and Nell Arata, his wife, and Frank Arata recorded for record in the Office of the Recorder of the County of Contra Costa, State of California in Book 3251 of Official Records at Page 439 and;

Parcel 2: All of that certain parcel of land conveyed to the City of Antioch in the Deed by Eugene Arata and Madalina Arata, his wife, recorded for record in the Office of the Recorder of the County of Contra Costa, State of California in Book 161 of Official Records at Page 69 and;

Parcel 3: All of that certain parcel of land conveyed to the City of Antioch in the Deed by Dave Arata and Nell Arata, his wife, and Frank Arata recorded for record in the Office of the Recorder of the County of Contra Costa, State of California in Book 3251 of Official Records at Page 441,

All lying westerly of the north/south center section line of Section 27, Township 2 North, Range 1 East, Mount Diablo Base and Meridian

EXCEPTING THEREFROM all of that certain parcel of land conveyed to GBF Holding, LLC, a California Limited Liability Company by the City of Antioch recorded for record in the Office of the Recorder of the County of Contra Costa, State of California as DOC-2001-0316146-00 filed October 19, 2001.

C44

EXHIBIT C

1 SEDGWICK, DETERT, MORAN & ARNOLD LLP
 2 EARL L. HAGSTRÖM Bar No. 150958
 3 earl.hagstrom@sdma.com
 4 MATTHEW G. DUDLEY Bar No. 179022
 5 matthew.dudley@sdma.com
 6 One Market Plaza
 7 Steuart Tower, 8th Floor
 8 San Francisco, California 94105
 9 Telephone: (415) 781-7900
 10 Facsimile: (415) 781-2635

11 Attorneys for Defendant
 12 CITY OF ANTIOCH

13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15 SAN FRANCISCO DIVISION

16 SPPI-SOMERSVILLE INC., and
 17 SOMERSVILLE-GENTRY, INC.,

18 Plaintiffs,

19 v.

20 TRC COMPANIES, INC., GBF
 21 HOLDINGS, LLC., et al.

22 Defendants.

CASE NO. C 04-2648 SI

(Consolidated with Case No. 07-05824 SI)

[PROPOSED] ORDER RE GOOD FAITH SETTLEMENT

Date: September 22, 2009

Time: 11:00 A.M.

Dept: Courtroom 10

Judge: Honorable Susan Illston

23 SPPI-SOMERSVILLE INC., and
 24 SOMERSVILLE-GENTRY, INC.,

25 Plaintiffs,

26 v.

27 CHEVRON U.S.A., INC., as successor to
 28 STANDARD OIL OF CALIFORNIA,
 INC.,

Defendants.

AND RELATED THIRD-PARTY
 ACTIONS



C45

1
2 [PROPOSED] ORDER RE GOOD FAITH SETTLEMENT
3

4 The Motion for Approval of Good Faith Settlement filed by defendant The City of
5 Antioch (Antioch) and supported by SPPI-Somersville, Inc., and Somersville-Gentry, Inc.,
6 (collectively Plaintiffs) in the above-captioned matter was heard by this Court on September 22,
7 2009 at 11:00 a.m.

8 After considering the moving papers and responses thereto and the record as a whole, the Court
9 finds that the settlement as embodied in the Settlement Agreement (Agreement) between and the
10 Plaintiffs and Antioch was made in good faith, is fair and reasonable under the Uniform
11 Comparative Fault Act and the California Code of Civil Procedure sections 877 and 877.6 and
12 consistent with the purposes of the Comprehensive Environmental Response, Compensation and
13 Liability Act. 42 U.S.C. sections 9601 et seq.

14 WHEREFORE, it ordered that:

15 1. The Agreement between Plaintiffs and Antioch is approved as a Good Faith
16 Settlement as provided for in the Agreement.

17 2. All pending claims of Plaintiffs against Antioch and Antioch against Plaintiffs
18 shall be dismissed with prejudice pursuant to the terms of the Agreement.

19 3. All claims for contribution, indemnity or any equitable based claims under state
20 or federal law asserted against Antioch by any other party to the litigation or third-parties
21 regarding matters addressed in the Agreement are barred. *United States v. Western Processing*
22 *Co.* 756 F.Supp. 1424 (W.D. WA 1990). Cal. Code of Civil Procedure sections 877 and 877.6.

23 4. The provisions of the Uniform Comparative Fault Act (UCFA) shall apply as to
24 all claims asserted in this matter. *United States v. Western Processing Co.*, 756 F.Supp. 1424
25 (W.D. WA 1990); *United States v. Pretty Products, Inc.* 780 F.Supp. 1488 (S.D. Ohio 1991).
26 The provisions and protections afforded by the California Code of Civil Procedure sections 877
27 and 877.6 shall apply as to the affect of this settlement.

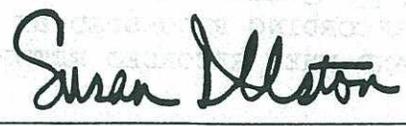
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5. The parties to the Agreement are to bear their own costs, expenses and attorneys fees with respect to the filing of the Motion and any appeal thereof.

IT IS SO ORDERED

DATED: September _____, 2009



The Honorable Susan Illston
United States District Judge



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WE HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT RECORDED.

9/29/09

SERIES # 09-230632
OF OFFICIAL RECORDS.
CO CO COUNTY.
BY [Signature]
OLD REPUBLIC TITLE CO.

#479001078-SDJ
ORT-Subdivision
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(Space above this line
for Recorder's use)

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Memorandum") dated as of September 29, 2009, is made by and between the City of Antioch, a municipal corporation ("City") and SPPI-Somersville, Inc., a California corporation and Somersville-Gentry, Inc., a California corporation (collectively "SPPI").

The purpose of this Memorandum is to give public notice of the following:

(1) In 2002, the Regional Water Quality Control Board, Central Valley Region issued a Cleanup and Abatement Order (CAO) to City and SPPI's predecessor in interest which required the parties to design and implement a plan to remediate and restore a portion of Markley Creek in Antioch, California. In November 2003, SPPI purchased the property described on the attached Exhibit "A" and assumed its predecessor's obligations to comply with the CAO.

(2) On June 30, 2004, SPPI filed a complaint against the City related to the CAO in the United States District Court for the Northern District of California ("Court"), entitled *SPPI-Somersville, Inc., and Somersville-Gentry, Inc., v. TRC Companies, Inc., et al*, Case No. C:04-cv-02648-SI. On November 15, 2007, SPPI filed a second complaint, *SPPI-Somersville, Inc., and Somersville-Gentry, Inc., v. Chevron U.S.A., Inc.*, Case No. C:07-cv-05824-SI in the United States District Court for the Northern District of California. On June 4, 2008, Case Nos. C:04-cv-02648-SI and C:07-cv-05824 SI were consolidated and a Master Complaint was subsequently filed in these two cases on July 16, 2008 (collectively "ACTIONS").

This instrument is filed for record by Old Republic Title as an accommodation only and no title insurance has been purchased. It has not been examined as its effect, if any, upon the title of the land described.

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(3) On or about September 15, 2009, the City and SPPI entered into a settlement agreement to settle and release, between themselves, all the claims asserted or that could have been asserted in the ACTIONS. On or about September 22, 2009 the Court entered a Good Faith Order that included the settlement between the City and SPPI and the City and Chevron, U.S.A, Inc.

EXECUTED the date first above written.

CITY:

THE CITY OF ANTIOCH,
a municipal corporation

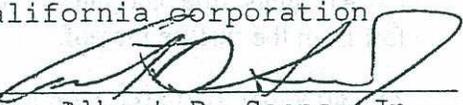
By: 

Name: Jim Sakel

Its: City Manager

SPPI:

SPPI-SOMERSVILLE, INC.,
a California corporation

By: 

Name: Albert D. Seeno, Jr.

Its: President

APPROVED AS TO FORM:



Lynn T. Nerland
City Attorney

SOMERSVILLE-GENTRY, INC.,
a California corporation

By: 

Name: Albert D. Seeno, Jr.

Its: President

NOTARY ACKNOWLEDGMENTS ATTACHED

EXHIBIT "A"

Lots A, B, C, and D, as shown on that certain Map entitled "Subdivision 6081, The Sequoia Business Park, Unit 1," which Map was filed October 9, 1986, in Book 307 of Maps, at Page 42, in the Office of the Recorder of Contra Costa County.

EXCEPTING THEREFROM:

(A) All oil, gas, asphaltum and other hydrocarbons and other minerals, whether similar to those herein specified or not, within or that may be produced from the premises; provided, however, that the surface of the premises shall never be used for the exploration, development, extraction, removal, or storage of said substances except as provided in Paragraph 8 of Deed to Tom Gentry, recorded May 9, 1966, Book 5116, Page 752, Official Records.

(B) All rights, title, and interest in and to that portion of said property lying below a depth of 500 feet from the surface thereof.

APN#076-010-030, 031, 032, and 034

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APK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of CONTRA COSTA }

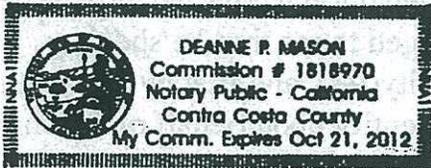
On SEPT. 29, 2009 before me, DEANNE P. MASON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ALBERT D. SEENO, JR.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Deanne P. Mason
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: MEMORANDUM OF AGREEMENT

Document Date: SEPTEMBER 29, 2009 Number of Pages: 3

Signer(s) Other Than Named Above: _____

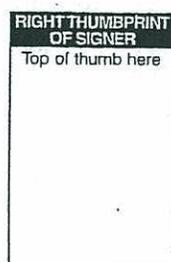
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

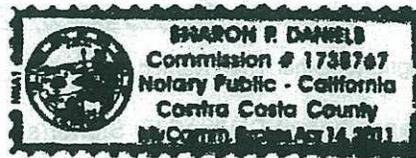
County of Contra Costa

On 9/28/09 before me, Sharon P. Daniels, Notary Public, personally appeared Jim Jake who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Sharon P. Daniels
Sharon P. Daniels



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ATTACHMENT "D"

MUTUAL SETTLEMENT AGREEMENT

Meadow Creek Estates/City of Antioch

THIS AGREEMENT, entered into this _____ day of _____, 1994, by and among the CITY OF ANTIOCH, a municipal corporation ("CITY"), MEADOW CREEK ESTATES, INC., a California corporation ("MEADOW CREEK"), and ALBERT D. SEENO CONSTRUCTION CO., a partnership ("SEENO"). MEADOW CREEK and SEENO are related entities, sometimes collectively referred to herein as "DEVELOPERS."

R E C I T A L S:

A. MEADOW CREEK is a real estate subdivider and builder of homes, doing business within the City of Antioch. It has filed Action No. C93-05134 in the Contra Costa County Superior Court, challenging increases to development impact fees levied by CITY, and specifically the park dedication, sanitary sewer and water storage fees. MEADOW CREEK alleges that such fee increases violate a Development Agreement entered into between the parties, that the increases violate state law pertaining to vesting tentative maps, and that other violations exist relating to the "nexus" of the fees and a lack of findings to support such fee increases.

B. CITY denies any wrongdoing in connection with the fee increases, and takes the position that all such increases were in compliance with legal requirements.

C. DEVELOPERS have other disputes with CITY. The CITY has recently adopted a regional traffic mitigation fee. SEENO believes that its project known as Mira Vista Hills, Unit No. 13 should be exempted from this fee, because of the proximity of a nearby landfill which caused SEENO to not proceed with construction of such project in a timely manner; had it not been for the landfill, the project would have been vested prior to CITY's imposition of the regional traffic mitigation fee. CITY believes that SEENO's position on this matter has merit.

D. DEVELOPERS are also obligated to construct public capital improvements, including a Zone IV water tank, pump station, and related improvements in SEENO's Mira Vista Hills development, and a gravity trunk sewer along Lone Tree Way adjacent to MEADOW CREEK's project. DEVELOPERS believe that CITY's method of requiring advance construction of such facilities, with subsequent reimbursement through credits against future fees, is unfair under the circumstances. CITY believes that as part of an overall settlement, an accommodation can be made regarding these matters.

E. While the parties continue to have differences of opinion regarding several of the above matters, they acknowledge that compromise and agreement is the surest and most efficient means of resolving their various differences, since litigation is costly, time-consuming and involves risk regarding the outcome. The parties have concluded that this Agreement is the best method

of compromising their respective positions, and that this is an appropriate settlement of the disputes between the parties.

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Dismissal of Lawsuit: Promptly upon execution of this Agreement, MEADOW CREEK will execute and file a dismissal with prejudice of the lawsuit, Contra Costa County Superior Court No. 93-05134. Each party will bear its own costs and attorneys' fees.

2. Withdrawal of Protest: MEADOW CREEK will pay the increased park dedication, sanitary sewer, and water storage fees for the MEADOW CREEK project as required by City of Antioch Resolutions 92/44, 91/236 and Ordinance No. 797-C-S, will withdraw all protests filed regarding such fees, and will not further protest the payment of such fees. However, nothing herein shall prevent DEVELOPERS from protesting any increased, new or different fee imposed by CITY.

3. Park Dedication Fee: CITY has previously entered into a Development Agreement with SEENO dated September 16, 1985, in which SEENO agreed to build a park in Mira Vista Hills in return for CITY excusing SEENO from paying any further park dedication fees in that subdivision. This Agreement confirms that no park dedication fees are due or payable for Mira Vista Hills Units 10, 11, 13, 14, 15 and 16.

4. Water Tank Improvement: SEENO has an obligation to construct a Zone IV water tank, pump station, and related improvements (collectively "Improvements") in Mira Vista Hills.

SEENO estimates the costs of such Improvements will be approximately \$850,000. The cost of construction of the Improvements is to be reimbursed by CITY through credits provided to SEENO against the Water Storage Fee imposed on each new residential dwelling unit constructed in the CITY. The Water Storage Fee was recently increased to \$850 per residential unit. At the current rate of reimbursement, SEENO would not be fully reimbursed for the cost of constructing the Improvements until it had received credits against the Water Storage Fee for approximately 1,000 new residential units. In order to accelerate the reimbursement of the cost of such Improvements, CITY agrees to pay DEVELOPERS at the time it issues a contract for construction of the Improvements the total of fifty percent (50%) of the cost of the Improvements. The remaining fifty percent (50%) of the cost of the Improvements will be reimbursed to SEENO through credits against the Water Storage Fee. At the time that SEENO is ready to award a contract for construction of the Improvements, the CITY shall in good faith approve the amount of the contract, unless it reasonably determines that the amount of the contract is in excess of the fair value of the work.

5. Gravity Sewer Improvements: MEADOW CREEK is obligated to construct a gravity trunk sewer line, approximately 2,000 feet in length, along Lone Tree Way adjacent to its Meadow Creek (Heidorn) development at a cost of approximately \$300,000. MEADOW CREEK must also pay a fee in the amount of \$2,000 per residential unit for the Lone Tree Overlapping Benefit District,

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the proceeds of which are typically used by CITY to construct such improvements, or to reimburse developers for constructing such improvements. As part of this Agreement, the CITY agrees that MEADOW CREEK will be entitled to a credit against the full Benefit District fee for the value of such gravity sewer improvements, and will not be required to pay the fee until the cost of construction of such gravity sewer improvements is fully reimbursed. In addition, the CITY will, at the end of each calendar year, disburse to MEADOW CREEK any funds remaining in the Benefit District account until the cost of such gravity sewer improvements is fully reimbursed. At the time that MEADOW CREEK is ready to award a contract for construction of such gravity sewer improvements, the CITY shall in good faith approve the amount of the contract, unless it reasonably determines that the amount of the contract is in excess of the fair value of the work.

6. Traffic Fee: In recognition of the negative impact that a nearby landfill had on the timing of development of the Mira Vista Hills Unit 13, said subdivision (consisting of 95 residential units) shall be exempt from payment of CITY's regional traffic fee (known as the "Eastern Contra Costa Sub-Regional Transportation Mitigation Fee", contained in Ordinance No. 882-C-S, and may be amended by subsequent legislation).

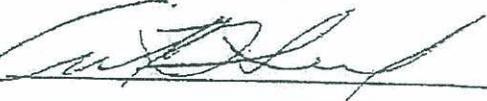
7. Arbitration: In the event that a dispute arises between or among the parties under this Agreement, or relating to the terms of this Agreement, including but not limited to a dis-

pute regarding the fair value of the contracts awarded for the work described in Paragraphs 4 and 5 above, or the amount to be reimbursed to DEVELOPERS by the CITY, the dispute shall be submitted to binding arbitration before an arbitrator, agreed upon by the parties, affiliated with Judicial Arbitration & Mediation Services, or if the parties cannot agree, by an arbitrator assigned by the Superior Court. The cost of such arbitration shall be borne equally by the parties irrespective of outcome, each party bearing its own attorneys' fees, costs and expenses.

CITY OF ANTIOCH, a municipal corporation

By: 
JOEL KELLER, Mayor

MEADOW CREEK ESTATES, INC., a California corporation

By: 
Its: _____

ALBERT D. SEENO CONSTRUCTION CO., a California corporation

By: 
Its: _____

Approved As To Form:

By: William R. Galstan
WILLIAM R. GALSTAN
City Attorney

By: George B. Speer
GEORGE B. SPEER
Attorney for MEADOW CREEK
ESTATES, INC. and ALBERT D.
SEENO CONSTRUCTION CO.

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**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Prepared by: Harold Jirousky, Assistant Engineer *H.J.J.*
Reviewed by: Lynne Filson, Assistant City Engineer *LBF*
Approved by: Ron Bernal, Director of Public Works/City Engineer *LBF for*
Date: March 26, 2014
Subject: **Approval of an Agreement between Contra Costa County and the City of Antioch Relating to the Widening and Maintenance of Somersville Road (PW 512-1)**

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving and authorizing the City Manager to sign the Agreement between Contra Costa County and the City of Antioch relating to the widening and maintenance of Somersville Road, in substantially the same form as attached to this resolution.

BACKGROUND INFORMATION

On October 14, 2003 the City approved a final map and improvement plans for Black Diamond Ranch Unit 1, Tract 7487. The Tentative Map approvals, Deferred Improvement Agreement and Development Agreement for the Black Diamond Ranch Project adopted by the City on October 14, 2003 included the condition that Discovery Builders widen Somersville Road into a full four-lane arterial roadway from James Donlon Boulevard to the Contra Costa Water District canal bridge.

A dispute arose with Discovery Builders and related entities regarding the delayed construction of the Markley Culvert Crossing project and the Somersville Road Widening project. To resolve the dispute, an Amendment to the 2009 Settlement Agreement was executed by the City/Antioch Development Agency and Discovery Builders and related entities, as well as Albert J. Seeno Jr. and Albert J. Seeno III. The Amendment set forth that the City/Agency would build the Markley Creek Culvert Crossing with costs reimbursed by Discovery Builders; Discovery Builders would then widen Somersville Road by December 31, 2014; the City and Agency would find that Discovery Builders and affiliated entities were not in breach or default under any existing agreements; and Discovery Builders would dismiss its lawsuit against the City. The City completed its requirement to build the Markley Creek Culvert Crossing in a timely manner.

J

4-8-14

Two portions of the reconstructed and widened Somersville Road are located in unincorporated Contra Costa County. The County road improvement standards differ from the City's road improvement standards. To avoid conflict that may arise from the differing standards, and in consideration of the possible future annexation of the Road Area into the City, the City and County have agreed that the road shall be constructed to City standards, the City would assume responsibility for the project and the City will be responsible for future maintenance.

The developer is responsible for all construction, inspection and maintenance of the reconstructed Somersville Road through the City's standard maintenance period. The County shall bear no financial burden for the project. The City shall bear all costs of maintenance and repair of the unincorporated road area after the maintenance period. The processing of the agreement is being funded by the developer with no cost for the agreement processing being borne by the City.

Although not anticipated, staff will bring back for Council's consideration any significant proposed changes to the attached Agreement and will consult with the City Manager and City Attorney when making these determinations, if necessary. Contra Costa County Counsel has raised concerns with the Agreement that we are trying to identify and address, but if necessary a supplemental report will be provided to Council. The City Attorney has reviewed the proposed Agreement between the City and County for Somersville Road and has approved it as to form.

FINANCIAL IMPACT

Maintenance funding comes from Gas Tax and Measure "J" Transportation Sales Tax.

OPTIONS

No options considered.

ATTACHMENTS

- A: Vicinity Map
- B: Agreement

RESOLUTION NO. 2014/ **

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AGREEMENT BETWEEN CONTRA COSTA COUNTY AND THE CITY OF ANTIOCH RELATING TO THE WIDENING AND MAINTENANCE OF SOMERSVILLE ROAD IN SUBSTANTIALLY THE SAME FORM AS ATTACHED TO THIS RESOLUTION

WHEREAS, the City approved a final map and improvement plans for Black Diamond Ranch Unit 1, Tract 7487 including the condition that Somersville Road be widened into a full four-lane arterial roadway from James Donlon Boulevard to the Contra Costa Water District canal bridge; and

WHEREAS, the City and Discovery Builders subsequently entered into a settlement agreement on September 15, 2009, which was subsequently amended on June 14, 2011, that further addressed the completion of Somersville Road by the end of 2014; and

WHEREAS, the City Council has considered said Agreement between Contra Costa County and the City relating to the widening and maintenance of Somersville Road and is familiar with the content thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby approve and authorize the City Manager to execute the Agreement between Contra Costa County and the City of Antioch relating to the maintenance of Somersville Road in substantially the same form as attached.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of April 2014, by the following vote:

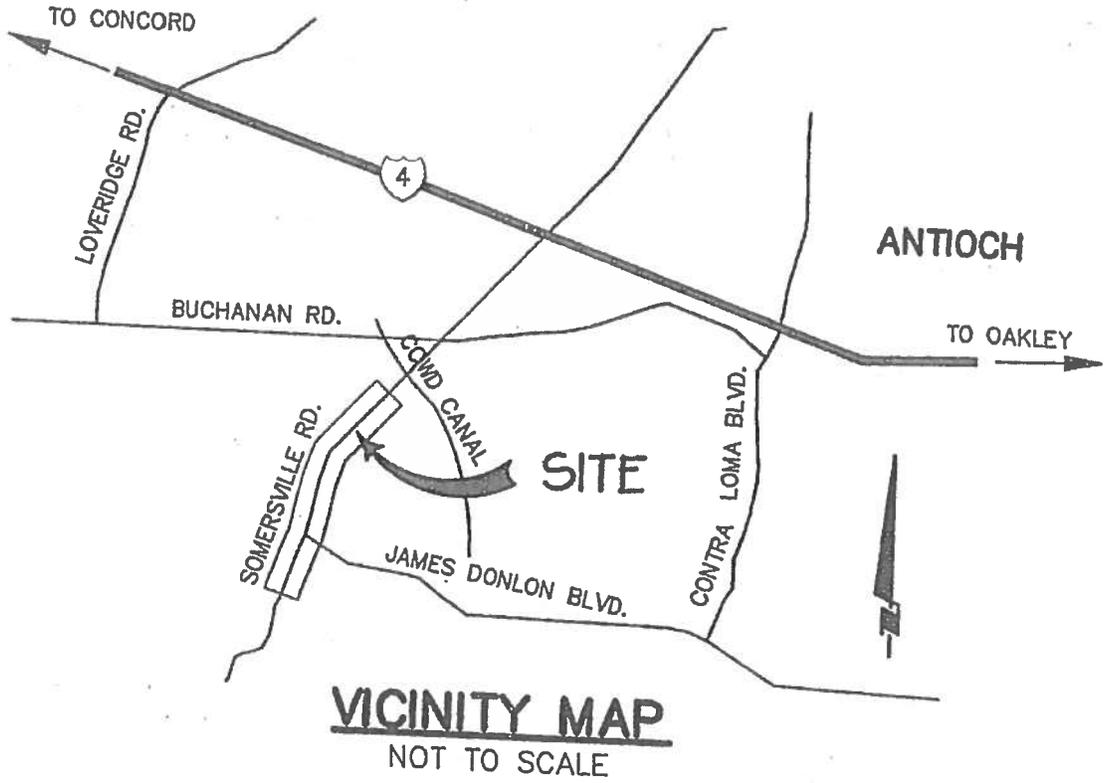
AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "A"



ATTACHMENT "B"

AGREEMENT BETWEEN THE COUNTY OF CONTRA COSTA AND THE CITY OF ANTIOCH RELATING TO THE WIDENING AND MAINTENANCE OF SOMERSVILLE ROAD

This Agreement between the County of Contra Costa and the City of Antioch Relating to the Widening and Maintenance of Somersville Road ("Agreement") is entered into on _____ ("Effective Date") by and between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County"), and the CITY OF ANTIOCH, a municipal corporation under the laws of the State of California ("City"), pursuant to Government Code section 6500 et seq. County and City may be referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

A. Discovery Builders, Inc. ("Developer") submitted an application, for 286 homes in the Black Diamond Ranch residential development, a 125-acre project located westerly of the intersection of Somersville Road and James Donlon Boulevard in Antioch.

B. On October 14, 2003, City approved the final map of, and improvement plans for, Black Diamond Ranch Unit 1, Tract 7487.

C. The Tentative Map approvals, Deferred Improvement Agreement and Development Agreement for the Black Diamond Project adopted by the City on October 14, 2003 and dated October 14, 2003, included the condition that Somersville Road be widened into a full four-lane arterial roadway within a 100-foot right of way from James Donlon Boulevard to the Contra Costa Water District canal bridge crossing (the "Road Area").

D. The City and Discovery Builders also subsequently entered into a Settlement on September 15, 2009, which was subsequently amended on June 14, 2011 that further addressed Discovery Builders' requirements to improve Somersville Road.

E. The widening of Somersville Road, which generally involves the construction of a wider road section within a 100-foot right of way, undergrounding of public utilities, installation of water, sewer and storm drains as required, installation of a landscaped median and construction of a detached sidewalk as described in more detail on the plans prepared by Isakson and Associates and signed by the City on June 15, 2007, which may be amended by mutual agreement between the City and Developer, shall hereafter be referred to as the "Project."

F. Two portions of the Road Area are located in unincorporated Contra Costa County. One portion is described on Exhibit A-1 and depicted on Exhibit B-1 as "Parcel

4A.” The second portion is described on Exhibit A-2 and depicted on Exhibit B-2 as “Parcel 4C.” Exhibits A-1, A-2, B-1 and B-2 are attached hereto and incorporated herein by reference. Parcel 4A and Parcel 4C are hereafter collectively referred to as the “Unincorporated Road Area and are owned by Seecon Built Homes, Inc. (“Owner”)

G. The County’s road improvement standards differ from the City’s road improvement standards. To avoid conflicts that may arise from the differing standards, and in consideration of possible future annexation of the Road Area by City, the Parties have agreed that only the City’s standards should govern the Project and that City should assume responsibility for the Project and future maintenance of the Unincorporated Road Area assuming that the Unincorporated Road Area right of way is offered for dedication to the City by Owner.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

AGREEMENT

1. Purpose and Scope of Work. The purpose of this Agreement is to allow the Project to be governed by City road standards, to allow and require the City to perform all necessary construction inspections of the Project and to allow and require the City to perform any and all necessary maintenance and repairs of the Unincorporated Road Area upon acceptance of Developer’s work on the Project and acceptance of the offer of dedication for the Unincorporated Road Area by City.

2. Responsibilities of COUNTY and CITY.

A. COUNTY shall perform the following activities:

- (1) Notify the County Public Works Department Maintenance Division that the City of Antioch is responsible for maintenance of the Unincorporated Road Area when dedicated to City by the Owner.
- (2) County will not require that any permits (encroachment, building, etc.) be issued by the County from any department for the construction in the Unincorporated Road Area

B. CITY shall perform the following activities:

- (1) Act as lead agency for the Project.
- (2) Approve the design of the Project in accordance with City standards.

- (3) Require Developer to provide an offer of dedication of the necessary right of way for the Project within the Unincorporated Road Area to the City.
- (4) Perform all construction inspections for the Project.
- (5) Approve and accept the Project when complete, pursuant to City standards.
- (6) Perform and bear all costs of necessary maintenance and repair of the Unincorporated Road Area following City acceptance of Developer's construction of the Project and City acceptance of Owner's offer of dedication of the Unincorporated Road Area.
- (7) Require Developer to bear the County's costs of developing this Agreement.

3. Financial Responsibility.

The County shall bear no financial burden for the Project. City shall bear all costs of maintenance and repair of the Unincorporated Road Area following acceptance of Developer's construction of the project and Owner's dedication of the Unincorporated Road Area. Prior to commencement of construction of the Project, City shall require Developer to pay County the sum of \$2000, in the form of a business check payable to the Contra Costa County Public Works Department, to serve as a deposit to cover the County's costs of developing this Agreement.

4. Insurance and Hold Harmless.

A. City shall require the Developer to make the following insurance arrangements with respect to the Project; pursuant to an amendment to an existing agreement between City and Developer or other arrangement acceptable to the City Engineer and City Attorney:

- (1) Secure and maintain in full force and effect during construction of the Project, or require the Project contractor(s) to secure and maintain in full force and effect during construction of the Project, worker's compensation and public liability and property damage insurance in forms and limits of liability satisfactory to County and naming County and its governing board, officers, agents, and employees as additional insureds.

- (2) Promise in writing, or require the Project contractor(s) to promise in writing, to hold harmless and indemnify County, its governing board, officers, agents and employees from liability with regard to the Project with regard to that portion of the Project located in unincorporated Contra Costa County to the same extent as promised to City with regard to that portion of the Project within the territorial limits of City.

B. The aforementioned policy shall contain a provision that the insurance afforded thereby to the additional insureds shall be primary insurance to the full limits of the policy and that, if any of the additional insureds has other insurance or self-insurance against a loss covered by such policy, such insurance or self-insurance shall be excess insurance only. City shall require Developer, prior to the commencement of construction of any portion of the Project, to submit to County a certificate of insurance evidencing the required coverage and requiring the carrier to give at least thirty (30) days written notice to County of any cancellation, non-renewal, or material modification of the policy. City shall be responsible for ensuring that Developer has provided the insurance documentation to the County 10 working days before allowing construction work to proceed on the Project, but it will be County's responsibility to notify the City and Developer within 5 working days of the receipt of the insurance documentation of any concerns.

C. City shall defend, indemnify, save, and hold harmless County, its governing board, officers, agents, and employees from any and all claims, demands, suits, costs, expenses and liability, including reasonable attorney's fees, for any damages, injury, sickness or death, including liability for inverse condemnation, nuisance or trespass, however the same may be caused, arising directly or indirectly from or in any way connected with the design, construction, installation, inspection, operation, use, maintenance or repair of the Project and/or Road Area, including the Unincorporated Road Area, except for liability arising from the sole negligence or willful misconduct of the County or its governing board, officers, agents or employees.

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

5. Acceptance. Upon completion of the Project, the City may conduct a final inspection. After City has determined that the Project has been completed to City's satisfaction, City shall accept the Project as complete.

6. Maintenance. After acceptance of the Project and City acceptance of Owner's offer of dedication of the Unincorporated Road Area, City shall perform any and all maintenance and repairs of the Unincorporated Road Area.

7. Agreement Modification. This Agreement shall be subject to modification only with the written consent of the legislative bodies of both parties. Neither party shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which this Agreement is made.
8. Term; Termination. This Agreement shall commence on the Effective Date and remain in effect until annexation by City of the Unincorporated Road Area. The obligations contained in Section 4 above shall survive termination of this Agreement.
9. Entire Agreement. This Agreement contains the entire understanding of the Parties relating to the subject matter of this Agreement. No promise, representation, warranty, or covenant not included in the Agreement has been or is relied upon by any Party.
10. No Third Party Beneficiaries. Except as specifically set forth in this Agreement, this Agreement is not intended to create and does not create any rights in or benefits to any third party.
11. Signatures.

COUNTY OF CONTRA COSTA

CITY OF ANTIOCH

By _____
Chair, Board of Supervisors

Mayor

Attest: David Twa, Clerk of the Board of Supervisors and County Administrator

Attest: City Clerk

By _____
Deputy

By _____

Recommended for Approval:

Approved as to Form:

By _____
Engineering Services Division

By _____
City Attorney

Approved as to Form:

Sharon Anderson
County Counsel

By _____
Deputy

EXHIBIT 'A-1'
PARCEL 4A

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 'B' OF THAT RECORD OF SURVEY, LOT LINE ADJUSTMENT LL 20-87 FILED ON JANUARY 13, 1988 IN BOOK 86 LICENSED SURVEYORS MAPS AT PAGE 24 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" IRON PIPE MARKING THE CENTER OF SECTION 27 TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 NORTH 89°37'12" WEST 122.75 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 'B'(86 LSM 24), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF SOMERSVILLE ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 'B' AS SAID PARCEL IS SHOWN ON THAT SUBDIVISION MAP ENTITLED "BLACK DIAMOND RANCH UNIT 1" FILED ON NOVEMBER 10, 2003 IN BOOK 458 AT PAGE 9 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 'B' (458 M 9) NORTH 89°37'12" WEST, 12.05 FEET;

THENCE LEAVING SAID NORTH LINE NORTH 19°29'00" EAST, 314.69 FEET;

THENCE NORTH 00°51'42" WEST, 17.95 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 29.00 FEET, THROUGH A CENTRAL ANGLE OF 52°12'01", AND AN ARC LENGTH OF 26.42 FEET;

THENCE NORTH 51°20'20" EAST, 7.27 FEET;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1458.00 FEET, WHOSE RADIUS POINT BEARS SOUTH 69°40'49" EAST THROUGH A CENTRAL ANGLE OF 01°33'07", AND AN ARC LENGTH OF 39.49 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE OF SOMERSVILLE ROAD;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF SOUTH 18°01'43" WEST, 398.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,760 SQUARE FEET OR 0.06 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION





S68°07'42"E (R)

L=39.49'
R=1458.00
Δ=1°33'07"

S69°40'49"E(R)

N51°20'20"E
7.27'

R=29.00
Δ=52°12'02"
L=26.42'

N00°51'42"W
17.95'

**SECON BUILT
HOMES, INC.
(16591 OR 358)
(PCL 'B' - 86 LSM 24)
089-150-013**

S68°07'42"E (R)

L=39.49'
R=1458.00
Δ=1°33'07"

S69°40'49"E(R)

N51°20'20"E
7.27'

R=29.00
Δ=52°12'02"
L=26.42'

DETAIL

LEGEND

1" = 20'

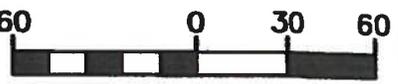
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL

PARCEL 4A DEDICATION
AREA = 2,760 S.F.

CITY LIMIT LINE

APN 089-150-013

CITY OF ANTIOCH PARK SITE
PARCEL 'B'
(458 M 9)



1 INCH = 40 FT.

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3335
PHONE (925) 937-9333 FAX (925) 937-7926

**EXHIBIT 'B-1'
PARCEL 4A**

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1"= 60'

DATE: 03-18-14

SHEET 1 OF 1

S:\2009 Job\200354\DWG\PLAT\8200354-ROW-3044-03.DWG, ROW PCL 4A TAKE, 3/18/2014 11:10:48 AM

138

EXHIBIT 'A-2'
PARCEL 4C

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 'B' OF THAT RECORD OF SURVEY, LOT LINE ADJUSTMENT LL 20-87 FILED ON JANUARY 13, 1988 IN BOOK 86 LICENSED SURVEYORS MAPS AT PAGE 24 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" IRON PIPE MARKING THE CENTER OF SECTION 27 TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 NORTH 89°37'12" WEST 122.75 FEET TO THE NORTHEAST CORNER OF PARCEL 'B' AS SAID PARCEL IS SHOWN ON THAT SUBDIVISION MAP ENTITLED "BLACK DIAMOND RANCH UNIT 1" FILED ON NOVEMBER 10, 2003 IN BOOK 458 AT PAGE 9 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 'B' (86 LSM 24);

THENCE ALONG THE EAST LINE OF SAID PARCEL 'B' (86 LSM 24) NORTH 18°01'43" EAST, 512.03 FEET;

THENCE NORTH 43°18'42" EAST 42.74 FEET TO THE POINT OF BEGINNING,

THENCE CONTINUING ALONG SAID EAST LINE NORTH 43°18'42" EAST, 1494.28 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CONTRA COSTA CANAL;

THENCE LEAVING SAID EAST LINE OF PARCEL 'B' (86 LSM 24) AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 35°05'06" WEST, 52.95 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 43°20'42" WEST, 874.90 FEET;

THENCE SOUTH 78°20'13" WEST, 24.41 FEET;

THENCE SOUTH 43°20'42" WEST, 60.00 FEET;

THENCE SOUTH 08°21'10" WEST, 24.41 FEET;

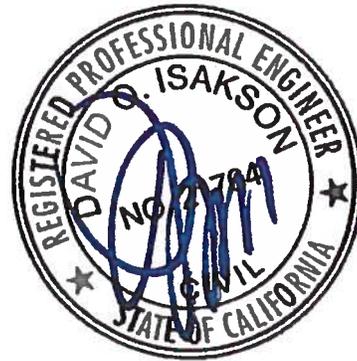
THENCE SOUTH 43°20'42" WEST, 141.42 FEET;



THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1458.00 FEET, THROUGH A CENTRAL ANGLE OF 15°27'25", AND AN ARC LENGTH OF 393.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 72,771 SQUARE FEET OR 1.67 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION



S:\2003 Jobs\200354\DWG\PLATS\200354-ROW-304C_SHEET-2-03.DWG, ROW PCL 4C TAKE P2, 3/18/2014 11:18:43 AM

SECON BUILT HOMES, INC.

PCL 'B'

(126 PM 7)

089-150-013

(86 LSM 24)



1 INCH = 60 FT.

APN 089-150-013

SEE SHEET 3

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
- PARCEL 4C DEDICATION AREA = 72,771 S.F.
- CITY LIMIT LINE



$R=1400.00'$
 $\Delta=32.47'40''$
 $R=941.00'$
 $L=538.60'$
 $\Delta=23.51'42''$
 $L=583.05'$

$N18^{\circ}01'43''E$
 $20.00'$
 $35.17'$
 $501.18'$

$N18^{\circ}01'43''E$
 $20.00'$
 $512.03'$

$30.84'$
 $138.00'$
 $N19^{\circ}29'00''E$
 $321.71'$
 $28.34'$
 $20.99'$

$22.37'$
 $27.08'$
 $46.34'$
 $122.75'$
 $N89^{\circ}37'12''W$

$N10^{\circ}33'02''E$
 $27.08'$
 $46.34'$
 $122.75'$

$N10^{\circ}33'02''E$
 $27.08'$
 $46.34'$
 $122.75'$

EX CENTERLINE SOMERSVILLE RD

EX RIGHT OF WAY SOMERSVILLE RD

PROPOSED STATIONLINE SOMERSVILLE RD

ROAD

POC @ FOUND 2" IRON PIPE @ CENTER OF SECTION 27 T.2N., R.1E., M.D.M.B

POC

CITY OF ANTIOCH
 (3251 OR 439)
 (107 LSM 4)

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
 PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
 PARCEL 4C

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

SHEET 2 OF 6

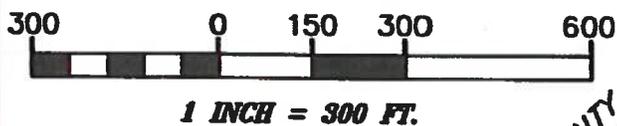
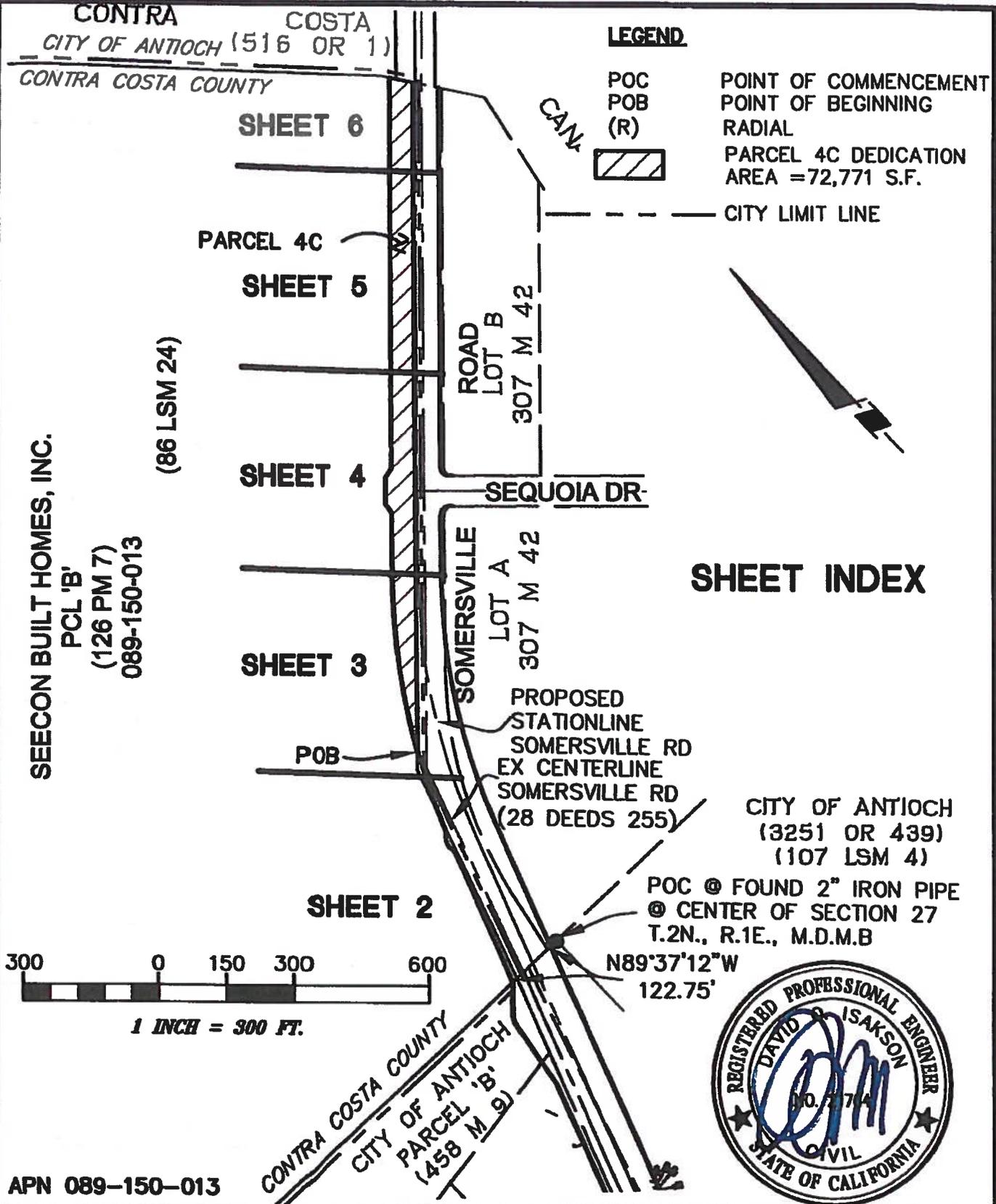
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SEECON BUILT HOMES, INC.

PCL 'B'
(126 PM 7)
089-150-013

(86 LSM 24)



APN 089-150-013

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

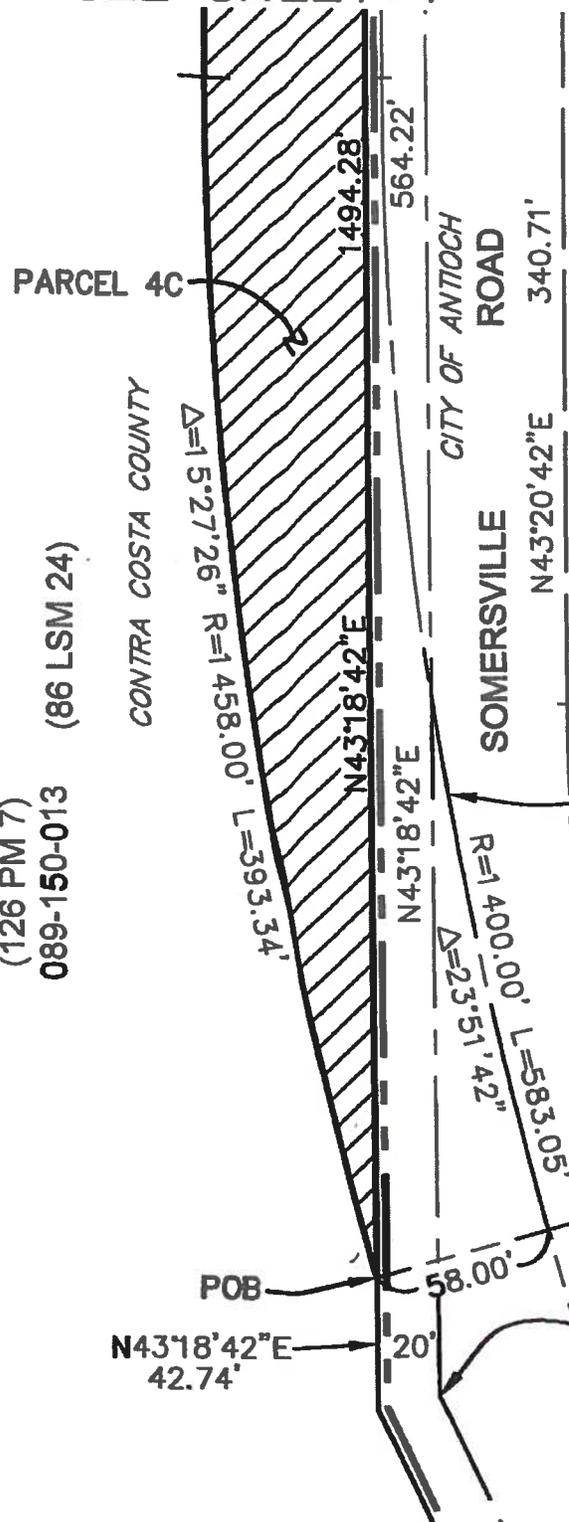
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	SCALE: 1" = 300'	DATE: 03-18-14	SHEET 1 OF 6

B12

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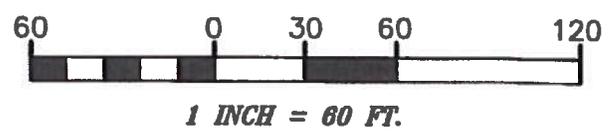
SEECON BUILT HOMES, INC.
PCL 'B'
(126 PM 7)
089-150-013 (86 LSM 24)

SEE SHEET 4



LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.
-  CITY LIMIT LINE



LOT A
307 M 42



PROPOSED STATIONLINE SOMERSVILLE RD



APN 089-150-013

SEE SHEET 2

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

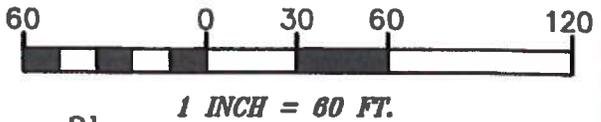
SHEET 3 OF 6

1313

SEE SHEET 5

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.
-  CITY LIMIT LINE



SEECON BUILT HOMES, INC.

PCL 'B'

(126 PM 7)
089-150-013

PARCEL 4C

CONTRA COSTA COUNTY

S43°20'42"W 874.90'

58'

S78°20'13"W
24.41'

(86 LSM 24)

S43°20'42"W
60.00'

30'

30'

30'

30'

30'

30'

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30'

30'

S08°21'10"W
24.41'

S43°20'42"W 141.42'

N43°18'42"E 1494.28'

N43°20'42"E 913.03'

N43°18'42"E 856.21'

N43°20'42"E 191.42'

N43°18'42"E 564.22'

N43°20'42"E 340.71'

N43°18'42"E 340.71'

N43°20'42"E 191.42'

N46°39'18"W

SEQUOIA DR

SOMERSVILLE

LOT A

307 M 42

PROPOSED
STATIONLINE
SOMERSVILLE RD

LOT B

307 M 42

44.63'

EX RIGHT OF WAY
SOMERSVILLE RD

53.97'

44.57'

14.40'

5.49'

5.51'

58.00'

APN 089-150-013

SEE SHEET 3



ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

SHEET 4 OF 6

B14

S:\2003-Job\12003564\DWG\PLATS\2003564-ROW-304C_SHEET-5-03.DWG, ROW PCL 4C TAKE P6, 3/18/2014 11:21:01 AM

SEE SHEET 6

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.
-  CITY LIMIT LINE



1 INCH = 60 FT.



EX CENTERLINE SOMERSVILLE RD

PARCEL 4C

SEECON BUILT HOMES, INC.

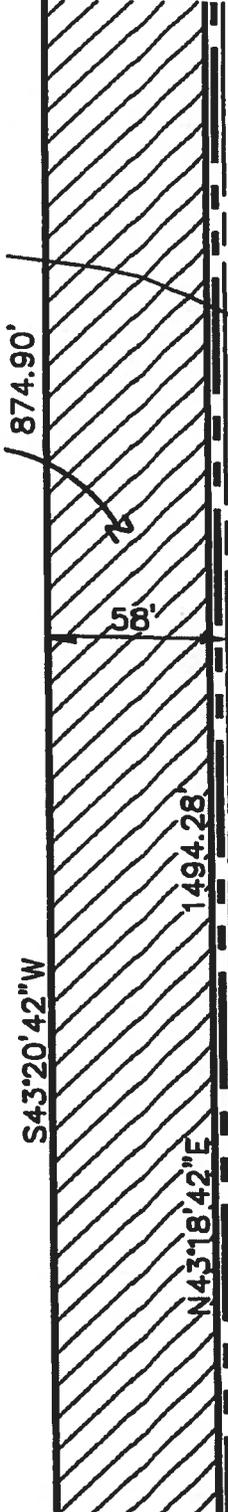
PCL 'B'

(126 PM 7)

089-150-013

(86 LSM 24)

CONTRA COSTA COUNTY



ROAD

SOMERSVILLE

PROPOSED STATIONLINE SOMERSVILLE RD

EX RIGHT OF WAY SOMERSVILLE RD

LOT B
307 M 42

APN 089-150-013

SEE SHEET 4



ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

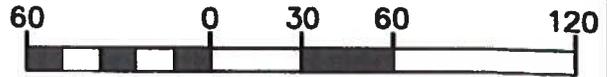
SHEET 5 OF 6

1315

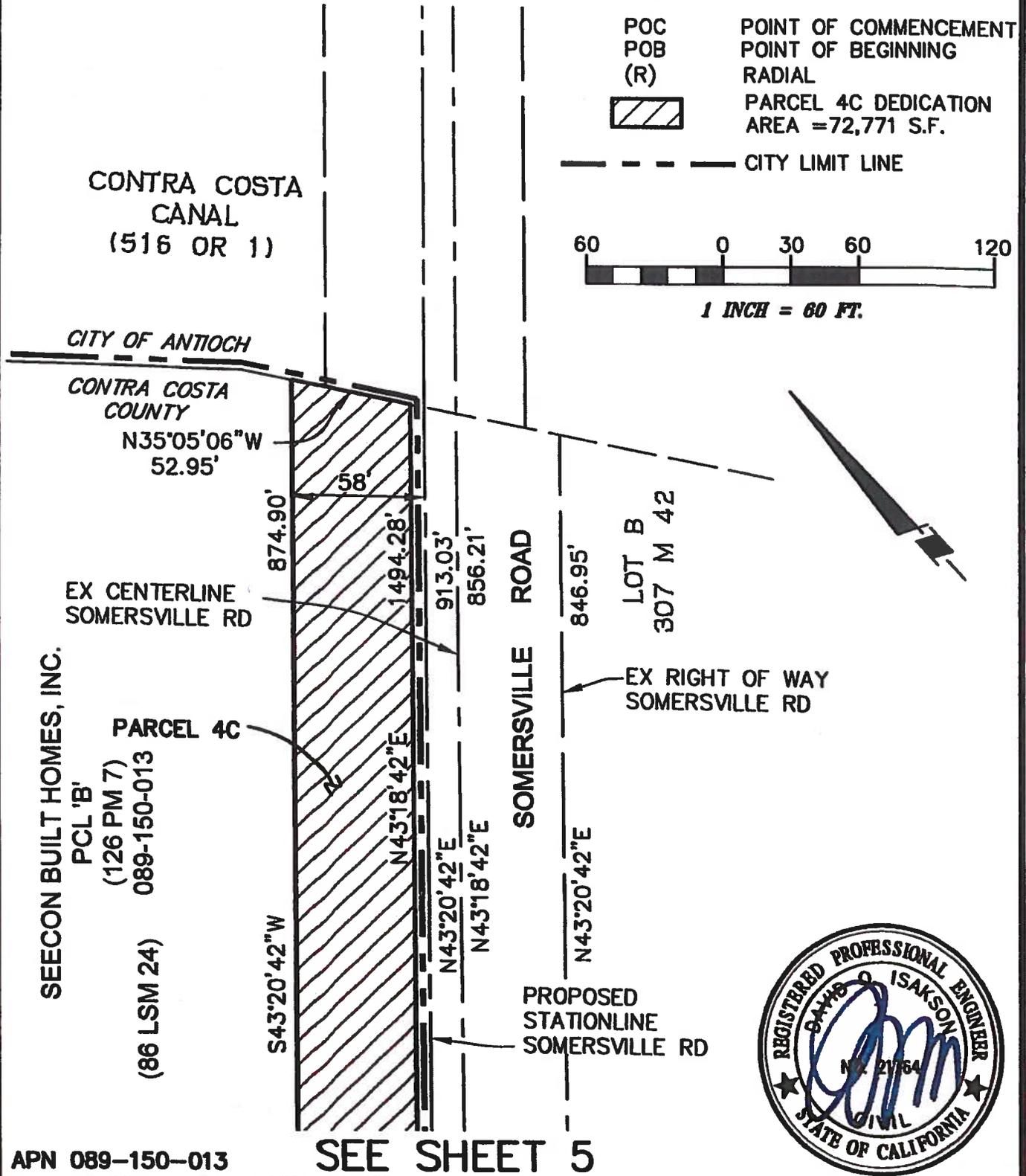
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LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.
-  CITY LIMIT LINE



1 INCH = 60 FT.



SEECON BUILT HOMES, INC.
 PCL 'B'
 (126 PM 7)
 089-150-013
 (86 LSM 24)

APN 089-150-013

SEE SHEET 5



ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
 PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI
 SCALE: 1" = 60'

DRAWN BY: BJL/GW
 DATE: 03-18-14

JOB NO. 200354
 SHEET 6 OF 6

B16

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Prepared by: Mindy Gentry, Senior Planner 
Approved by: Tina Wehrmeister, Community Development Director
Date: March 20, 2014
Subject: **Preliminary Development Plan for the Heidorn Village Subdivision (PDP-13-01)**

RECOMMENDATION

It is recommended that the City Council provide feedback to the applicant and staff regarding the proposal and provide direction to the applicant for the Final Development Plan submittal.

REQUEST

The applicant is requesting preliminary plan review of a proposal to develop a 117 unit residential subdivision on 20.3 acres. The project site is located in southeast Antioch on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, and -018) (Attachment "A").

The purpose of a preliminary plan is to gather feedback from the Planning Commission, City Council, and outside agencies in order for the applicant to become aware of concerns and/or issues prior to final development plan and tentative map submittal. As standard practice, preliminary plans are not approved or conditioned; rather a list of needed items, information, and issues to be addressed is compiled for the applicant to address prior to a final development plan hearing.

Also, staff is looking for direction from the City Council on this product type as it is anticipated that future developments will be coming forward with a similar small lot layout. In recent history, the City has not processed many residential development applications due to the economic downturn and historically, the majority of the proposed housing products have been larger lots (5,000 to 6,000+ s.f.) with large homes. However due to the economy, land values, construction costs, and other factors, home-buyer preferences and the housing market have changed dramatically. Staff recommends that the City recognize these changing dynamics in the housing market and look at small lot single family homes as a viable and desirable part of the housing mix in Antioch, as it has proved to be in other growing east bay cities, such as Dublin, Walnut Creek and Concord.

BACKGROUND INFORMATION

The subject site was previously reviewed under the preliminary development plan process for a 123 unit small lot development. All of the homes were proposed as two story and contained 20' shared driveways. Staff, the Planning Commission, and City Council all had concerns over the design of the project regarding setbacks, the inadequate backup distances of the shared driveways, and adequate space for garbage cans on the street to name a few. Ultimately, the project did not move forward and was not considered for entitlements.

The Planning Commission provided feedback on the subject project at the February 19, 2014 hearing (Attachment "B"). The Planning Commission provided the following direction to the applicant (Attachment "C"):

- Concern over parking on just one side of the street;
- 55% lot coverage was too high and not desirable for most projects;
- Preferably no small patches of turf and to utilize California native plants for landscaping;
- Too many two-story elevations;
- The trail connection was favored;
- Needed variation between the homes;
- Desired entry features and prominent doorways for the homes that face Prewett Ranch Road; and
- Desired a playground in the park.

ENVIRONMENTAL

Preliminary plan review is a non-entitlement action and does not require environmental review. The Final Development Plan will require compliance with the California Environmental Quality Act (CEQA).

ANALYSIS

Issue #1: Project Overview

The proposed project consists of 117 single family homes on approximately 20.3 acres. The lots are proposed at a minimum of 4,000 s.f. (50'X80') with the single story lots being a minimum of 4,400 s.f. (55'X80'). There are 18 single story lots, which are indicated on the plans with a box around the lot number. All corner lots have an additional five feet in width. The applicant has not included any proposed architecture as part of the application; therefore a design discussion is absent from this staff report.

This project could also serve as a transitional development from the commercial uses to the north located in Brentwood as well as the potential future eBART station east of Heidorn Ranch Road. The properties to the east of Heidorn Ranch Road have only been identified as a potential location for an eBART station; however the City of Brentwood is currently updating their General Plan and is proposing to change the current General Plan designation from Mixed Use Business Park to Mixed Use Pedestrian Transit, which has a heavy emphasis on a mixture of uses that will generate job as well as opportunities for transit oriented development.

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

Issue #2: Consistency with the General Plan

The General Plan designation for the project site is Medium Low Density Residential which allows a maximum density of six units an acre (approximately 6,000 s.f. lots). The zoning designation is Planned Development (PD). The proposed land use is consistent with the General Plan and zoning designations.

Medium Low Density Residential is characterized in the General Plan as a typical subdivision, as well as other detached housing such as zero lot line units and patio homes. 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 density is just under the maximum density allowed under the General Plan, which would be 121 homes.

According to the General Plan achievement of maximum densities are not guaranteed nor implied by the General Plan. The final density is determined by development design; any onsite constraints such as physical or environmental; available infrastructure; and other factors. Lastly, the development standards in the zoning code could also influence the number of lots thereby limiting the maximum allowable densities.

Issue #3: Site Plan

The proposed project is a small lot subdivision, which is a product type that has not been developed in the City of Antioch in recent years. The typical lot would be 50 feet by 80 feet, which is 4,000 s.f. The applicant has indicated the average lot coverage would be around 55%, which is higher than the typical 40%, which is the maximum for the comparable Medium Low Density Residential (R-6) zoning designation. The proposed setbacks for the project, which are similar to the R-6 zoning designation minimum setbacks, are as follows:

Setback	Distance
Front (Porch)	10'
Front (House)	15'
Front (Garage)	20'
Rear (Single Story)	10'
Rear (Two-Story)	20'
Side	5'

Each home would have a two car garage with at least a 20' driveway, with staff recommending the driveways be at a right angle to the street.

The proposal includes houses that front onto Prewett Ranch Road, west of Street C, which is similar to the subdivision to the west. The site plan, east of Street C and up to the intersection of Heidorn Ranch Road, has homes backing on to Prewett Ranch Drive. On Heidorn Ranch Road there is a setback, which contains a water quality basin, of approximately 103 feet to the property line of lots 103-108. There are five areas that have access via a 24' driveway, which creates "flag" lots rather than the homes fronting onto a typical street. The driveways provide access to lots 16-17; 22-24; 48-50; 60-62; and 97-98.

The applicant has not provided any architecture for review except for the sample lotting on lots 37-47; which are placed in a relatively straight line. Staff recommends that the site plan stagger the placement of the homes to provide a more varied streetscape. Providing a varied front setback is consistent with General Plan Community Image and Design policy 5.4.7 b: *Provide recognizable variations in front and side yard setbacks within single-family residential neighborhoods.*

Because of the narrow shared driveways, the garbage cans for the homes that face the shared driveways will have to be rolled out to the street. The applicant has indicated to staff that they can provide dedicated areas for the garbage cans on each street. The applicant should show these areas on the site plan submitted with the final development plan.

As stated earlier the applicant has indicated there are 18 single story homes; however the Design Guidelines indicate the mix should be 1/3 single story and 2/3s two-story homes, which would be a total of 39 single story homes. There is a significant gap between the proposed number of single story and those required by the Design Guidelines. From staff's perspective, the ratio of single story to two story homes as identified in the Design Guidelines would be more appropriate in a conventional single-family home development, but not necessarily for a small lot development; however the City Council may want to provide direction to staff and the applicant on this issue.

Issue #4: Open Space and Park

The applicant is proposing a central park area in the development totaling approximately 29,600 s.f. The applicant has indicated that the park will provide picnic areas, barbeques, cluster mail boxes for the development, and benches. This is consistent with General Plan Community Image and Design policy 5.4.7 d: *Within multi-family and small lot single-family developments, cluster residential buildings around open space and/or recreational features.* There are also several other open space parcels provided throughout the development, with the most notable ones being on the frontage of Heidorn Ranch Road, totaling 37,800 s.f.; along Street D totaling 11,600 s.f.; and along the EBMUD right-of-way totaling 10,400 s.f. The applicant has not indicated which parcels will be used for water quality basins; however staff has recommended that the park maintain its useable space and that no water quality basins be located there.

Issue #5: Parking and Circulation

Circulation: The proposed plan features mostly private streets with sidewalks and parking on one side of the street with the exception of the two entries. The two entry streets have a 46' wide street section, which consists of sidewalks and parking on either side of the street with two travel lanes. The internal streets are proposed to have a 36' or 28' wide street section depending on the street. The difference is that the 36' wide street will allow for parking on both sides of the street, while the 28' street will allow for parking on only one side.

Parking: The project is providing two parking spaces in a garage for each unit. The Zoning Ordinance requires one on-street guest parking space per unit in close proximity. The plans do not show the required number of guest spaces on the site plan and staff has recommended as part of the final development plan submittal that a parking plan be provided. The parking plan shall number the lots and show the required corresponding guest parking for each unit. The ordinance doesn't specify the placement of the spaces, but small lot subdivisions are typically conditioned to provide a guest parking space within 150-200' of the unit it is serving. Also included in the parking plan should be how the parking spaces within the shared driveways will function.

The Zoning Ordinance also requires unrestricted access to the rear yard for recreational vehicles for 25% of single family lots. The applicant's proposed site plan makes it difficult to provide the required number of RV parking spaces. Requiring RV parking may not be practical for this type of development and could be appropriately deterred by prohibiting RV parking in the development's Covenants, Codes and Restrictions (CC&Rs). This is consistent with other approved small-lot subdivisions. The PD zoning allows flexibility with development standards; therefore, the Commission has the ability to require or not require RV parking for this project.

Issue #6: 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. Staff recommends that the City work with the developer on a reimbursement agreement for any items that will require other developers who develop in the area to pay their fair share for improvements completed with this project.

Prewett Ranch Drive & Heidorn Ranch Road: The applicant will be responsible for constructing the northerly half width of Prewett Ranch Drive. Prewett Ranch Drive will require a 76' wide street section from the intersection of Heidorn Ranch Road until approximately lot 98 to 99. This street section will include two travel lanes, a left turn pocket, and a median with sidewalks, bike lanes, and public right-of-way on either side of road. West of approximately lot 98 and 99, Prewett Ranch Road will then transition back to a 60' right-of-way as shown in the street cross sections on the plans. Further a left turn lane needs to be provided from Prewett Ranch Drive onto Heidorn Ranch Road.

The applicant will also be responsible for the construction of Heidorn Ranch Road from the northerly property line to the intersection of Prewett Ranch Road, where the improvements will then transition back down to the existing roadway. A left turn pocket will also be required in both directions on Heidorn Ranch Road at Prewett Ranch Road, which needs to be accommodated for in the Final Development Plan. The plans also show Heidorn Ranch Road widened in front of the existing church property. There is a Deferred Improvement Agreement recorded on the church property that requires the church to install the street widening improvements fronting the church property. Therefore the applicant will have to work with the church to widen the road prior to the construction of the project. A reimbursement agreement with Brentwood for the road improvements is also recommended by staff.

Based on an earlier traffic study for the previously proposed project, a traffic signal will be required at the intersection of Heidorn Ranch Road and Prewett Ranch Drive, which is being proposed by the applicant. The signal is required to accommodate the traffic from the proposed development as well as future development in the area.

Utilities: The developer will be required to underground existing utilities on the west side of Heidorn Ranch Road from the EBMUD right of way to the intersection of Heidorn Ranch Road and Prewett Ranch Drive.

Due to the smaller lots, staff has concerns about the placement of the required utility boxes. In some cases on small lot developments, the utility boxes can be placed in a manner that dramatically reduces front yard landscaping. Therefore, staff is recommending the applicant submit a utility plan as part of the final development plan submittal showing the placement of all utility boxes. Further, since the streets are private, the applicant also needs to show the placement of the utilities within the private streets with proposed easement for the public utilities.

Issue #7: Architecture, Landscaping and Walls

The applicant has not proposed any architecture, landscaping, or walls with this application. As part of the future development application, staff wants to ensure architecturally enhanced elevations will be submitted for homes sited on the corners. It is typical to require that for homes located on corner lots, the design treatments (e.g. a built-up stucco or stone veneer) found on the "front" elevations should also be placed on the side elevations facing the street.

There is decorative paving shown at the intersection of Street A, Street B, and Street D; at the entrance to the park; and in the crosswalk at the intersection of Prewett Ranch Road and Street C. The City's Design Guidelines discuss having entries that incorporate special paving, architectural elements, and landscaping to set the overall tone for the community's character. Staff has suggested adding a project entry feature to set the overall character of the project.

An element that is not contained within the proposal is a trail connection to the EBMUD right-of-way north of the project. Staff would support a trail connection to promote connectivity to adjacent neighborhoods as well as the commercial use to the north.

There is a proposed park, storm water basins, and other smaller open space areas that will be landscaped, which will be maintained by the project's HOA.

Lastly, the applicant has not proposed any type of walls or fencing at this time. The Antioch Municipal Code states that any fences between residential and nonresidential uses shall be of masonry construction. Staff is recommending the area along Street D have a masonry wall to separate the residential use and the existing church facility. Also, the homes backing up to Heidorn Ranch Road and Prewett Ranch Drive shall have a masonry wall, which will have its height determined by a noise study. Staff is also recommending a fence, with pedestrian access, between the project and the EBMUD right of way to the north. Staff is recommending the fencing be a wrought iron type or other decorative fencing.

Issue # 8: Other Issues

Comment Letters: Comments from the Contra Costa Flood Control District are included as Attachment "D". The applicant should address these comments with the Final Development Plan submittal. The City was also in receipt of a letter submitted by Discovery Builders commenting on the subject project (Attachment "E").

Police Facilities District: Due to the City budgetary issues and the lack of police staffing, residential projects have been conditioned to participate in a community facilities district or other mechanism deemed acceptable by the City pertaining to police services. The project will be required to mitigate its impact on police services due to the increase in demand, which is based on the number of individuals that are expected to reside in the new project. The General Plan identifies a performance ratio, which is 1.2 to 1.5 police officers per 1,000 individuals. Currently, the district has not been formed and the residential development that will be the first to move forward will be required to establish the district. Staff is also recommending, the Heidorn Village project be conditioned on their entitlements to establish, if necessary, and participate in the district.

CONCLUSION

The purpose of a preliminary plan is to gather feedback from the Planning Commission and outside agencies in order for the applicant to become aware of concerns and/or issues prior to Final Development Plan submittal. As standard practice, preliminary plans are not approved or conditioned; rather a list of needed items, information, and issues to be addressed is compiled for the applicant to address prior to a final plan hearing. Staff suggests the following along with any issues brought up by the Planning Commission at the February 19th hearing, be addressed in the Final Development Plan submittal, recognizing that other issues may be raised through the entitlement process:

1. Where practical, the developer shall stagger the front yard setbacks of adjacent lots to provide for a varied streetscape.
2. Each home shall include at least a 20 foot deep driveway apron, which shall be at a right angle to the street.
3. A HOA shall be established for the project and will be responsible for maintaining all open space, internal streets, street lighting, perimeter landscaping, and water quality basins.
4. The project shall provide guest parking spaces within close proximity of the unit each space serves. The applicant shall submit a parking plan with the final development plan submittal that numbers each unit and its corresponding parking space in order to verify the distance from each unit. The parking plan shall also include how the parking on the shared driveways will function.
5. Homes located on corner lots, the design treatments (e.g. a built-up stucco or stone veneer) found on the "front" elevations shall also be placed on the side elevations facing the street.
6. The project's CC&Rs will not allow any RV's, boats or jet skis to be parked within the project.
7. The developer design and construct storm drain facilities to adequately collect and convey storm water entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of the watershed, per Title 9 of the County Ordinance Code.
8. The applicant shall submit a utility plan showing the location of water meter boxes; backflows for fire sprinklers; sewer cleanouts; cable, phone, and power boxes as it relates to frontage of the houses. The utility plan shall also show a proposed easement for the public utilities that will be located in the private streets.
9. The Final Development Plan shall include a project entry feature and landscaping to set the overall character of the development. The entry feature shall incorporate some of the following: lighting, public art, large specimen trees, stone wall features, architectural monumentation and water features. The entry feature shall include authentic materials such as brick, stone, wood, or iron work.
10. A trail connection shall be made to access the EBMUD trail to the north.
11. All open space areas such as the water quality basins, the park, the setback from Heidorn, and any other spaces shall be landscaped and included in the landscape plan to be submitted with the Final Development Plan.
12. A decorative masonry wall shall be provided the length of Street D and Street A adjacent to the church property as well as for the homes that back onto Heidorn Ranch Road and Prewett Ranch Drive. A wrought iron style or other decorative fence shall be provided the length of Street D adjacent to the EBMUD right-of-way.
13. The central park shall not contain any water quality basins.

14. All lots shall be a minimum of 4,000 square feet.
15. There shall be a minimum of 18 single story homes.
16. Included with the Final Development Plan submittal, a site plan shall show the location where garbage cans will be located on the main streets for trash pickup days. The areas shall be able to accommodate three bins plus three feet between the bins.
17. The Final Development Plan submittal shall include plans to widen Prewett Ranch Drive and Heidorn Ranch Road.
18. The project shall participate in the police services financing district or other mechanism deemed acceptable by the City.

ATTACHMENTS

- A: Aerial Photograph
- B: Staff Report from the February 19, 2014 Planning Commission Hearing
- C: Minutes from the February 19, 2014 Planning Commission Hearing
- D. CCFCD Letter
- E. Letter from Discovery Builders

ATTACHMENT "A"

Aerial Photograph



ATTACHMENT "B"

STAFF REPORT TO THE CITY OF ANTIOCH PLANNING COMMISSION FOR CONSIDERATION AT THE MEETING OF FEBRUARY 19, 2014

Prepared by: Mindy Gentry, Senior Planner

Approved by: Tina Wehrmeister, Community Development Director

Date: February 13, 2014

Subject: Preliminary Development Plan for the Heidorn Village
Subdivision (PDP-13-01)

RECOMMENDATION

It is recommended that 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.

REQUEST

The applicant is requesting preliminary plan review of a proposal to develop a 117 unit residential subdivision on 20.3 acres. The project site is located in southeast Antioch on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, and -018) (Attachment "A").

The purpose of a preliminary plan is to gather feedback from the Planning Commission and outside agencies in order for the applicant to become aware of concerns and/or issues prior to final development plan and tentative map submittal. As standard practice, preliminary plans are not conditioned; rather a list of needed items, information, and issues to be addressed is compiled for the applicant to address prior to a final development plan hearing.

Also, staff is looking for direction from the Planning Commission on this product type as it is anticipated that future developments will be coming forward with a similar small lot layout. In recent history, the City has not processed many residential development applications due to the economic downturn and historically, the majority of the proposed housing products have been larger lots (5,000 to 6,000 s.f.) with large homes; however due to the economy the housing market and community sentiment has changed dramatically. Staff is looking for direction and feedback on the Commission's thoughts about these types of developments.

BACKGROUND

The subject site was previously reviewed under the now expired Residential Development Allocation (RDA) and the preliminary development plan process for a 123 unit small lot development. All of the homes were proposed as two story and contained

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20' shared driveways. Staff, the Planning Commission, and City Council all had concerns over the design of the project regarding setbacks, the inadequate backup distances of the shared driveways, and adequate space for garbage cans on the street to name a few. Ultimately, the project did not move forward and was not considered for entitlements.

ENVIRONMENTAL

Preliminary plan review is a non-entitlement action and does not require environmental review. The Final Development Plan will require compliance with the California Environmental Quality Act (CEQA).

ANALYSIS

Issue #1: Project Overview

The proposed project consists of 117 single family homes on approximately 20.3 acres. The lots are proposed at a minimum of 4,000 s.f. (50'X80') with the single story lots being a minimum of 4,400 s.f. (55'X80'). There are 18 single story lots, which are indicated on the plans with a box around the lot number. All corner lots have an additional five feet in width. The applicant has not included any proposed architecture as part of the application; therefore a design discussion is absent from this staff report.

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

Issue #2: Consistency with the General Plan

The General Plan designation for the project site is Medium Low Density Residential which allows a maximum density of six units an acre. The zoning designation is Planned Development (PD). The proposed land use is consistent with the General Plan and zoning designations.

Medium Low Density Residential is characterized in the General Plan as a typical subdivision, as well as other detached housing such as zero lot line units and patio homes. 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 density is just under the maximum density allowed under the General Plan, which would be 121 homes.

According to the General Plan achievement of maximum densities are not guaranteed nor implied by the General Plan. The final density is determined by development design; any onsite constraints such as physical or environmental; available

infrastructure; and other factors. Lastly, the development standards in the zoning code could also influence the number of lots thereby limiting the maximum allowable densities.

Issue #3: Site Plan

The proposed project is a small lot subdivision, which is a product type that has not been readily developed in the City of Antioch in recent years. The typical lot would be 50 feet by 80 feet, which is 4,000 s.f. The applicant has indicated the average lot coverage would be around 55%, which is higher than the typical 40%, which is the maximum for the comparable Medium Low Density Residential (R-6) zoning designation. The proposed setbacks for the project, which are similar to the R-6 zoning designation minimum setbacks, are as follows:

Setback	Distance
Front (Porch)	10'
Front (House)	15'
Front (Garage)	20'
Rear (Single Story)	10'
Rear (Two-Story)	20'
Side	5'

Each home would have a two car garage with at least a 20' driveway, which staff is recommending the driveways be at a right angle to the street.

The proposal includes houses that front onto Prewett Ranch Road, west of Street C, which is similar to the subdivision to the west. The site plan, east of Street C and up to the intersection of Heidorn Ranch Road, has homes backing on to Prewett Ranch Drive. On Heidorn Ranch Road there is a setback, which contains a water quality basin, of approximately 103 feet to the property line of lots 103-108. There are five areas that have access via a 24' driveway, which creates "flag" lots rather than the homes fronting onto a typical street. The driveways provide access to lots 16-17; 22-24; 48-50; 60-62; and 97-98.

The applicant has not provided any architecture for review except for the sample lotting on lots 37-47; which are placed in a relatively straight line. Staff recommends that the site plan stagger the placement of the homes to provide a more varied streetscape. Providing a varied front setback is consistent with General Plan Community Image and Design policy 5.4.7 b: *Provide recognizable variations in front and side yard setbacks within single-family residential neighborhoods.*

Because of the narrow shared driveways, the garbage cans for the homes that face the shared driveways will have to be rolled out to the street. The applicant has indicated to staff that they can provide dedicated areas for the garbage cans on each street. The applicant should show these areas on the site plan submitted with the final development plan.

Issue #4: Open Space and Park

The applicant is proposing a central park area in the development totaling approximately 29,600 s.f. The applicant has indicated that the park will provide picnic areas, barbeques, cluster mail boxes for the development, and benches. This is consistent with General Plan Community Image and Design policy 5.4.7 d: *Within multi-family and small lot single-family developments, cluster residential buildings around open space and/or recreational features.* There are also several other open space parcels provided throughout the development, with the most notable ones being on the frontage of Heidorn Ranch Road, totaling 37,800 s.f.; along Street D totaling 11,600 s.f.; and along the EBMUD right-of-way totaling 10,400 s.f. The applicant has not indicated which parcels will be used for water quality basins; however staff has recommended that the park maintain its useable space and that no water quality basins be located there.

Issue #5: Parking and Circulation

Circulation: The proposed plan features mostly private streets with sidewalks and parking on one side of the street with the exception of the two entries. The two entry streets have a 46' wide street section, which consists of sidewalks and parking on either side of the street with two travel lanes. The internal streets are proposed to have a 36' or 28' wide street section depending on the street. The difference is that the 36' wide street will allow for parking on both sides of the street, while the 28' street will allow for parking on only one side.

Parking: The project is providing two parking spaces in a garage for each unit. The Zoning Ordinance requires one on-street guest parking space per unit in close proximity. The plans do not show the required number of guest spaces on the site plan and staff has recommended as part of the final development plan submittal that a parking plan be provided. The parking plan shall number the lots and show the required corresponding guest parking for to each unit. The ordinance doesn't specify the placement of the spaces, but small lot subdivisions are typically conditioned to provide a guest parking space within 150-200' of the unit it is serving. Also included in the parking plan should be how the parking spaces within the shared driveways will function.

The Zoning Ordinance also requires unrestricted access to the rear yard for recreational vehicles for 25% of single family lots. The applicant's proposed site plan makes it difficult to provide the required number of RV parking spaces. Requiring RV parking may not be practical for this type of development and could be appropriately deterred by prohibiting RV parking in the development's Covenants, Codes and Restrictions (CC&Rs). This is consistent with other approved small lot subdivisions. The PD zoning allows flexibility with development standards; therefore, the Commission has the ability to require or not require RV parking for this project.

Issue #6: 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. Staff recommends that the City work with the developer on a reimbursement agreement for any items that will require other developers to pay their fair share for improvements completed with this project.

Prewett Ranch Drive & Heidorn Ranch Road: The applicant will be responsible for constructing the northerly half width of Prewett Ranch Drive. Prewett Ranch Drive will require a 76' wide street section from the intersection of Heidorn Ranch Road until approximately lot 98 to 99. This street section will include two travel lanes, a left turn pocket, and a median with sidewalks, bike lanes, and public right-of-way on either side of road. West of approximately lot 98 and 99, Prewett Ranch Road will then transition for back to a 60' right-of-way as shown in the street cross sections on the plans. Further a left turn lane needs to be provided from Prewett Ranch Drive onto Heidorn Ranch Road.

The applicant will also be responsible for the construction of Heidorn Ranch Road from the northerly property line to the intersection of Prewett Ranch Road, where the improvements will then transition back down to the existing roadway. A left turn pocket will also be required in both directions on Heidorn Ranch Road at Prewett Ranch Road, which needs to be accommodated for in the Final Development Plan. The plans also show Heidorn Ranch Road widened in front of the existing church property. There is a Deferred Improvement Agreement recorded on the property; therefore the applicant will have to work with the church to widen the road prior to the construction of the project. A reimbursement agreement with Brentwood for the road improvements is also recommended by staff.

Based on an earlier traffic study for the previously proposed project, a traffic signal will be required at the intersection of Heidorn Ranch Road and Prewett Ranch Drive, which is being proposed by the applicant. The signal is required to accommodate the traffic from the proposed development as well as future development in the area.

Utilities: The developer will be required to underground existing utilities on the west side of Heidorn Ranch Road from the EBMUD right of way to the intersection of Heidorn Ranch Road and Prewett Ranch Drive.

Due to the smaller lots, staff has concerns about the placement of the required utility boxes. In some cases on small lot developments, the utility boxes can be placed in a manner that dramatically reduces front yard landscaping. Therefore, staff is recommending the applicant submit a utility plan as part of the final development plan submittal showing the placement of all utility boxes. Further, since the streets are private, the applicant also needs to show the placement of the utilities within the private streets with proposed easement for the public utilities.

Issue #7: Architecture, Landscaping and Walls

The applicant has not proposed any architecture, landscaping, or walls with this application. As part of the future development application, staff wants to ensure architecturally enhanced elevations will be submitted for homes sited on the corners. It is typical to require that for homes located on corner lots, the design treatments (e.g. a built-up stucco or stone veneer) found on the “front” elevations should also be placed on the side elevations facing the street.

There is decorative paving shown at the intersection of Street A, Street B, and Street D; at the entrance to the park; and in the crosswalk at the intersection of Prewett Ranch Road and Street C. The City’s Design Guidelines discuss having entries that incorporate special paving, architectural elements, and landscaping to set the overall tone for the community’s character. Staff has suggested adding a project entry feature to set the overall character of the project.

An element that is not contained within the proposal is a trail connection to the EBMUD right-of-way north of the project. Staff would support a trail connection to promote connectivity to adjacent neighborhoods as well as the commercial use to the north.

There is a proposed park, storm water basins, and other smaller open space areas that will be landscaped, which will be maintained by the project’s HOA.

Lastly, the applicant has not proposed any type of walls or fencing at this time. The Antioch Municipal Code states that any fences between residential and nonresidential uses shall be of masonry construction. Staff is recommending the area along Street D have a masonry wall to separate the residential use and the existing church facility. Also, the homes backing up to Heidorn Ranch Road and Prewett Ranch Drive shall have a masonry wall, which will have its height determined by a noise study. Staff is also recommending a fence, with pedestrian access, between the project and the EBMUD right of way to the north. Staff is recommending the fencing be a wrought iron type or other decorative fencing.

Issue # 8: Other Issues

Outside Agency Comments

Comments from the Contra Costa Flood Control District are included as Attachment “B”. The applicant should address these comments with the Final Development Plan submittal.

CONCLUSION

The purpose of a preliminary plan is to gather feedback from the Planning Commission and outside agencies in order for the applicant to become aware of concerns and/or issues prior to Final Development Plan submittal. As standard practice, preliminary plans are not conditioned; rather a list of needed items, information, and issues to be

addressed is compiled for the applicant to address prior to a final plan hearing. Staff suggests the following along with any issues brought up by the Planning Commission at the February 19th hearing, be addressed in the Final Development Plan submittal:

1. Where practical, the developer shall stagger the front yard setbacks of adjacent lots to provide for a varied streetscape.
2. Each home shall include at least a 20 foot deep driveway apron, which shall be at a right angle to the street.
3. A HOA shall be established for the project and will be responsible for maintaining all open space, internal streets, street lighting, perimeter landscaping, and water quality basins.
4. The project shall provide guest parking spaces within close proximity of the unit each space serves. The applicant shall submit a parking plan with the final development plan submittal that numbers each unit and its corresponding parking space in order to verify the distance from each unit. The parking plan shall also include how the parking on the shared driveways will function.
5. Homes located on corner lots, the design treatments (e.g. a built-up stucco or stone veneer) found on the "front" elevations shall also be placed on the side elevations facing the street.
6. The project's CC&Rs will not allow any RV's, boats or jet skis to be parked within the project.
7. The developer design and construct storm drain facilities to adequately collect and convey storm water entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of the watershed, per Title 9 of the County Ordinance Code.
8. The applicant shall submit a utility plan showing the location of water meter boxes; backflows for fire sprinklers; sewer cleanouts; cable, phone, and power boxes as it relates to frontage of the houses. The utility plan shall also show a proposed easement for the public utilities that will be located in the private streets.
9. The Final Development Plan shall include a project entry feature and landscaping to set the overall character of the development. The entry feature shall incorporate some of the following: lighting, public art, large specimen trees, stone wall features, architectural monumentation and water features. The entry feature shall include authentic materials such as brick, stone, wood, or iron work.
10. A trail connection shall be made to access the EBMUD trail to the north.

11. All open space areas such as the water quality basins, the park, the setback from Heidorn, and any other spaces shall be landscaped and included in the landscape plan to be submitted with the Final Development Plan.
12. A decorative masonry wall shall be provided the length of Street D and Street A adjacent to the church property as well as for the homes that back onto Heidorn Ranch Road and Prewett Ranch Drive. A wrought iron style or other decorative fence shall be provided the length of Street D adjacent to the EBMUD right-of-way.
13. The central park shall not contain any water quality basins.
14. All lots shall be a minimum of 4,000 square feet.
15. There shall be a minimum of 18 single story homes.
16. Included with the Final Development Plan submittal, a site plan shall show the location where garbage cans will be located on the main streets for trash pickup days. The areas shall be able to accommodate three bins plus three feet between the bins.
17. The Final Development Plan submittal shall include plans to widen Prewett Ranch Drive and Heidorn Ranch Road.

ATTACHMENTS

- A. Aerial Photograph
- B. CCFCD Letter

ATTACHMENT "C"

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-**

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-**

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

- 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.



Contra Costa County Flood Control & Water Conservation District

Julia R. Bueren,
ex officio Chief Engineer
Steve Kowalewski,
Deputy Chief Engineer

December 4, 2013

RECEIVED

DEC 09 2013

CITY OF ANTIOCH
COMMUNITY DEVELOPMENT

Mindy Gentry
City of Antioch
Community Development Department
P.O. Box 5007
Antioch, CA 94531-5007

RE: Heidorn Village 117-SFR
Our File: 3056-06 056-130-013,-015,-017,-018

Dear Ms. Gentry:

We have reviewed the Preliminary Development Plan for the Heidorn Village Subdivision, located near the intersection of Heidorn Ranch Road and Prewitt Ranch Road (APNs 056-130-013,-015,-017,-018). Our office received the Project Referral Request for Comments/Conditions Notice on November 21, 2013, and we submit the following comments:

1. The subdivision is located in Drainage Area 56 (DA 56). All development applications in this drainage area are subject to the provisions of Flood Control Ordinance Number 2002-24. This ordinance requires developments to pay drainage fees for construction or creation of new impervious surfaces within DA 56. The collected fees pay for drainage improvements that help mitigate the increased runoff generated by new developments. At this time, there is not enough information provided on the lot sizes and the open space areas to determine the DA 56 fees. Please have the developer's engineer submit a map or worksheet indicating each lot size area as well as all other impervious surface areas within the project's boundary. This information will be used to estimate DA 56 fee obligation for this development.
2. The Contra Costa County Flood Control and Water Conservation District (FC District) is not the approving local agency for this project as defined by the Subdivision Map Act. As a special district, the FC District has an independent authority to collect drainage fees that is not restricted by the Subdivision Map Act. The FC District reviews the drainage fee rate every year the ordinance is in effect and adjusts the rate annually on January 1 to account for inflation. The drainage fee rate does not vest at the time of Tentative Map approval. The drainage fees due and payable would be based on the fee rate schedule that is in effect at the time of fee collection.

3. The developer may be eligible for credit against their drainage area fees for existing impervious surface area on the property. The developer's should submit a worksheet, which includes a scalable map, that calculates the deduction of fees for the existing impervious surface and the total amount of credit requested.
4. The majority of the development property lies within the East Antioch Creek watershed, with the exception of the southeastern section, which is within the Lower Marsh Creek watershed. It is unclear with the Preliminary Development Plan where the development will drain to. The developer should submit a hydrology map to the City of Antioch (City) and the FC District that shows in more detail where the natural watershed boundary is.
5. We recommend that the City condition the developer to design and construct storm drain facilities to adequately collect and convey stormwater entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of the watershed.
6. The developer should be required to submit hydraulic and hydrology calculations to the FC District and the City that verify the adequacy of the downstream system, specifically DA 56 infrastructure. Previous subdivisions have constructed much of the DA 56 storm drain infrastructure downstream of the proposed development. The developer should be conditioned to provide full documentation, to both the FC District and the City, of the adequacy of the downstream drainage system to convey project run-off.
7. We recommend that the City condition the developer to contact the appropriate environmental regulatory agencies, such as the U.S. Army Corps of Engineers, State Department of Fish and Game, and State Regional Water Quality Control Board, to obtain all the necessary permits for this project or show that such permits are not necessary.
8. The applicant should be required to comply with the current NPDES (National Pollutant Discharge Elimination System) requirements under the City Stormwater Management and Discharge Control Ordinances and the C.3 Guidebook. We support the state's goal of providing best management practices to achieve the permanent reduction or elimination of stormwater pollutants and downstream erosion from new development.
9. Review of development plans and hydrology and hydraulic calculations for conformance with our drainage area plan falls under our Fee-For-Service program. Calculation of the eligible construction costs and fee credit also falls under our Fee-For-Service program.

We appreciate the opportunity to comment on the project and welcome continued coordination. If you have any questions, please contact me at (925) 313-2304 or hshaf@pw.cccounty.us.

Sincerely,



Homira Shafaq
Staff Engineer
Contra Costa County Flood Control
& Water Conservation District

HS:cw

G:\fdct\CurDev\CITIES\Antioch\3056-06\Heidorn Ranch\December 2013 Initial Comments.docx

c: Mike Carlson, Flood Control
Tim Jensen, Flood Control
Teri E. Rie, Flood Control
Marsha Brown, Finance (APNs: 056-130-013,-015,-017,-018)
Douglas Krah (applicant)
1917 Parkmont Dr.
Alamo, CA 94507

ATTACHMENT "E"



4061 Port Chicago Highway, Suite H
Concord, California 94520
(925) 682-6419
Fax (925) 689-7741

February 19, 2014

Planning Commission
City of Antioch
P.O. Box 5007
Antioch, CA 94531

RE: Public Hearing Item #3 – Preliminary Development Plan for the Heidorn Village Subdivision (PDP-13-01)

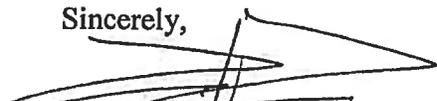
Chair Hinojosa and Members of the Planning Commission,

We reviewed the staff report and the preliminary development plan for the Heidorn Village project. We are encouraged to see this project being reviewed by the City of Antioch. Following is a list of our comments based on our review of the materials:

- At the intersection of Heidorn Ranch Rd. and Prewett Ranch Rd., we understand that this project will be required to install a traffic signal. When this signal is designed and installed this intersection should be completed to the ultimate configuration; not an interim configuration. This should include a northbound left turn lane off of Heidorn Ranch Rd. and an eastbound left turn lane on Prewett Ranch Rd.
- The future sewer running north from the future Colchico Dr. will need to connect to the sewer in the proposed 'Street C' and the sewer in 'Street C' should be sized to accommodate future development to the south.
- The stormdrain system within this project and the stormdrain improvements to be installed within Heidorn Ranch Rd. must be in accordance and adhere to an approved study and calculations. Please refer to the December 4, 2014 letter from the Contra Costa Flood Control District. We understand, based on our review of the staff report, that the items in this letter from the District must be addressed with the Final Development Plan Submittal.
- All utilities in the Heidorn Village Subdivision should be stubbed and sized to accommodate future development to the south.

Thank you for considering our comments at this preliminary stage.

Sincerely,



Louis Parsons

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Approved by: Ron Bernal, Public Works Director/City Engineer 
Date: March 25, 2014
Subject: 15% Voluntary Drought Management Program

RECOMMENDATION

Adopt the Resolution establishing a 15% Voluntary Drought Management Program necessary to sufficiently conserve available water supply.

BACKGROUND

The City's Voluntary Drought Management Program consists of the following measures:

- 15% voluntary water reduction goal.
- Focus on reduction in outside (irrigation) use by 25%.
- Reduce sprinkler timer for significant water savings.
- No penalties or increase in customer fees.
- Customer incentives and rebates available.

Included in the next water bill, will be an information sheet about the program entitled: City of Antioch 15% Voluntary Drought Management Plan (Attachment B). This piece will provide facts about the program. The City will also be issuing a press release about the program.

Statewide Emergency

The Governor of California declared a statewide drought emergency on January 17, 2014 and called upon local urban water suppliers and municipalities to implement their local water shortage contingency plans consistent with their urban water management plans. The City's Urban Water Management Plan (UWMP) provides guidelines for ensuring adequate water supplies are available to reliably meet water demands during both normal and dry year conditions.

Historically, the City of Antioch purchases 70% of our raw water from CCWD with the balance coming from our intake on the San Joaquin River. Since January, the City has purchased almost 100% of its water from CCWD and, unless the rest of the spring is abnormally wet, expects to continue purchasing water through at least this time next year.

Contra Costa Water District (CCWD) Drought Management Program

CCWD's primary source of water is the Central Valley Project with allocations determined by the Bureau of Reclamation. In February 2014, it was announced that CCWD's allotment this year would be no more than 50%. At their March 19, 2014 Board Meeting, CCWD adopted a 15% voluntary reduction plan, which will go into effect on April 1, 2014.

CCWD is requesting cooperation and support in meeting the service area-wide 15% voluntary reduction goal by implementing similar drought program measures for all of its retail customers. The program does not implement any new penalties, and therefore should not result in changes to billing practices. The focus of the program is to encourage customers to reduce their outdoor water use, primarily landscape irrigation, with the goal of maintaining as much Los Vaqueros Reservoir storage as possible in the event the drought continues on into next year. To support and implement the drought program, CCWD will utilize its existing customer communication and conservation management tools, with greater emphasis placed on helping customers meet the 15% reduction target in the outdoor water use. Traditionally 60% of customers' water use is for irrigation. CCWD is asking its customers to cut back 25% of their irrigation use in order to achieve the overall 15% goal.

City of Antioch Program

In accordance with our UWMP, the City is proposing to address the current drought conditions by implementing a 15% Voluntary Drought Management Program (Program), with the focus on reducing outside water use, by placing certain restrictions on how water is to be used. This would be considered Stage II of our Water Shortage Contingency Plan. The program is based on an overall 15% water reduction goal and targets a 25% reduction outdoors to achieve the overall 15% goal. Staff believes that the proposed 15% water reduction goals can be easily achieved through public outreach and education and by better managing our water resources at all levels within the community. Customers who meet their 15% water conservation goals will realize savings on their water bills. Program compliance is voluntary and customers have the option to determine how best to implement reductions. Residential customers can measure progress toward the 15% goal by comparing current usage to information regarding previous year's consumption for the same period, provided on their water bill.

To help our customers meet their conservation goals, information, including links to CCWD's incentive programs, will be available on the City's website at www.antiochwater.com or on CCWD's home page at www.ccwater.com.

Conservation Incentives and Good Practices

CCWD is offering a variety of incentives to customers to help them reach conservation goals. As the City of Antioch is a retail customer of CCWD, Antioch residents are eligible to participate in these incentive programs. Coupons for these incentives are available at www.ccwater.com. Examples include:

- Free conservation site surveys
- Rebates for water-efficient fixtures (\$125 for high efficiency toilets) and (\$200 for high efficiency clothes washers: \$125 CCWD, \$75 PG&E)
- Coupons for mulch for use in landscaping
- Lawn to Garden: \$1.00 per square foot of lawn replaced with water efficient landscaping (maximum rebate for single family is \$1,000 and pre-approval is required before you start).
- Coupons for carwashes using recycled water
- Sign up for the Water Saver e-Newsletter at www.ccwater.com/conserve/

The 15% Voluntary Drought Management Program includes good watering practices to assist residents in their conservation efforts (Attachment A). These practices are necessary to conserve water and prevent waste and unreasonable use of water. These prohibitions will remain in place while the Program is in effect.

FISCAL IMPACTS

The proposed 15% Voluntary Drought Management Program will not raise our customers' rates. The anticipated impacts of the Program on water revenues are projected in the proposed FY14/15 budget request from the Public Works Department. A rate study update is being prepared for adoption by the City Council in late 2014 that is anticipated to include provisions for future drought measures and penalties for excessive water use during these periods.

OPTIONS

None considered as this action is in response to the Governor's request for local agencies to implement water conservation plans.

ATTACHMENT

- A. Good Drought Watering Practices
- B. City of Antioch 15% Voluntary Drought Management Plan

RESOLUTION NO 2014/--

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ESTABLISHING A 15% VOLUNTARY DROUGHT MANAGEMENT PROGRAM

WHEREAS, on January 17, 2014 Governor Jerry Brown declared that a state of emergency exists within the State of California due to drought conditions and called on all water districts to implement their water shortage contingency plans; and

WHEREAS, the United States Bureau of Reclamation (USBR) announced its initial 2014 water year allocations for the Central Valley Project and has forecast that the water supply available to Contra Costa Water District (CCWD/District) and its customers to be no more than 50% of its historical Allocation under a median forecast; and

WHEREAS, CCWD, which supplies the City of Antioch with a majority of our wholesale untreated water supply during critically dry conditions, has notified the City of its intent to implement a 15% Voluntary Drought Management Program and has requested its retail customers adopt similar programs; and

WHEREAS, in light of USBR's and CCWD's announcement, and continued below normal precipitation conditions, a reduction in water use within the City is needed to ensure that the available supply is sufficient to meet critical residential, industrial and commercial water needs of the City's customers in 2014, and to ensure that water supplies are not depleted in the event that the following year is also dry; and

WHEREAS, the City will not be adding additional or new penalties for excess use; nevertheless, additional conservation and waste prevention measures are necessary to further manage demands within the City to ensure sufficient water is available to meet reasonable domestic, municipal and industrial water needs of the City's customers in 2014; and

WHEREAS, the City focus is on further reducing outdoor water use; and

WHEREAS, pursuant to Water Code sections 350 et seq., sections 375 et seq., the City held a duly noticed public hearing on April 8, 2014, at which time consumers of such water supply had an opportunity to be heard regarding this declaration and to present their respective needs to Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that the Council hereby finds and determines that:

1. Each of the facts recited above in incorporated herein;
2. Based upon the facts recited above, and based upon the authority contained in Water Code sections 350 et seq., sections 375 et seq., and in sections 31026 et seq., drought conditions exist that can affect water supply and quality available to the City; and
3. Conservation and measures to prevent waste and unreasonable use are necessary to manage demands so that reasonable water needs of City customers can be met in 2014; and

4. Customers are hereby requested to voluntarily reduce their water use by 15% and to be conservation minded in their everyday use of water; and
5. Customers are hereby requested to voluntarily reduce their outdoor landscape irrigation water use by 25% to assist in meeting the overall 15% water use reduction goal; and
6. The good drought watering practices, attached hereto as Attachment A and incorporated herein as if fully set forth, are necessary to conserve water, promote effective water supply planning, assure reasonable and beneficial use of water, prevent waste and unreasonable use of water, and prevent unreasonable methods of use of water within the City; and said good watering practices are necessary to assure that sufficient supplies of water will be available to meet the needs of, and to protect the health and safety of, the City's customers and other members of the public.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted and passed by the City of Antioch, California, at a regular meeting thereof, held on the 8th day of April, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH



GOOD DROUGHT WATERING PRACTICES

The City of Antioch has determined the following uses of potable water are wasteful; and are strongly discouraged at any time when a 15% Voluntary Drought Management Program is in effect:

Single Family and Multi-Family Residential Customers

- a. Using City/District-furnished water for non-recirculating decorative fountains or filling decorative lakes or ponds.
- b. Washing paved or other hard-surfaced areas, including sidewalks, walkways, driveways, patios, and parking areas with City/District-furnished water.
- c. Outside watering with City/District-furnished water that results in excessive flooding or runoff into a gutter, drain, patio, driveway, walkway or street.
- d. Outside watering of landscaping during the daylight hours of 9AM-5PM.
- e. Washing a vehicle, trailer or boat with City/District-furnished water using a hose without a shut off nozzle.

Non-residential Customers

- a. Using City/District-furnished water for non-recirculating decorative fountains or for filling decorative lakes or ponds.
- b. Washing paved or other hard-surfaced areas, including sidewalks, walkways, driveways, patios, and parking areas with City/District-furnished water.
- c. Outside watering with City/District-furnished water that results in excessive flooding or runoff into a gutter, drain, patio, driveway, walkway or street.
- d. Outside watering of landscaping during the daylight hours of 9AM-5PM.

Use recycled water for dust control, where available.



On January 17, 2014, the Governor of California declared a statewide drought emergency and called upon local urban water suppliers and municipalities to implement their local water shortage contingency plans consistent with their urban water management plans.

City of Antioch Program

- 15% voluntary water reduction goal
- Focus on reduction in outside (irrigation) use
- Reduce Sprinkler timer for significant water savings
- No penalties or increase in customer fees
- Customer incentives and rebates available

On April 8, 2014, the City Council passed a resolution in an attempt to address the current drought conditions and has approved implementation of a 15% Voluntary Drought Management Program by placing certain restrictions on how water is to be used, with the focus on reducing outside water use by 25%. The program is based on an overall 15% water reduction goal and targets a 25% reduction outdoors to achieve the overall 15% goal. Residential customers can measure their usage against previous year's consumption for the same period. Information is provided on their water bill.

- Customers who reduce their usage will realize savings on their water bills.
- Program compliance is voluntary and customers have the option to determine how best to implement reductions.

To help our customers meet their conservation goals, information, including links to CCWD's incentive programs, will be available on the City's website at www.antiochwater.com or on CCWD's home page at www.ccwater.com. CCWD is offering a variety of incentives to customers to help them reach conservation goals. As the City of Antioch is a retail customer of CCWD, Antioch residents are eligible to participate in these incentive programs. Examples include:

- Free conservation site surveys
- Rebates for water-efficient fixtures (\$125 for high efficiency toilets) and (\$200 for high efficiency clothes washers: \$125 CCWD, \$75 PG&E)
- Coupons for mulch for use in landscaping
- Lawn to Garden: \$1.00 per square foot of lawn replaced with water efficient landscaping (maximum rebate for single family is \$1,000 and pre-approval is required before you start).
- Coupons for carwashes using recycled water
- Sign up for the Water Saver e-Newsletter at www.ccwater.com/conserve/

Coupons for these incentives are available at www.ccwater.com

Good Drought Program Water Practices

The City strongly discourages the following wasteful water practices. These restrictions are necessary to conserve water and prevent waste and unreasonable water use.

- a. Using City/District-furnished water for non-recirculating decorative fountains or filling decorative lakes or ponds.
- b. Washing paved or other hard-surfaced areas, including sidewalks, walkways, driveways, patios, and parking areas with City/District-furnished water.
- c. Outside watering with City/District-furnished water that results in excessive flooding or runoff into a gutter, drain, patio, driveway, walkway or street.
- d. Outside watering of landscaping during the daylight hours of 9AM-5PM.
- e. Washing a vehicle, trailer or boat with City/District-furnished water using a hose without a shut off nozzle.

These prohibitions will remain in place while the Program is in effect.

**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT
THE COUNCIL MEETING OF APRIL 8, 2014**

FROM: Michelle Fitzer, Human Resources/Economic Development Director

DATE: March 25, 2014

**SUBJECT: RESOLUTION SUPPORTING CONTINUING REGIONAL
COLLABORATION EFFORTS ON THE NORTHERN WATERFRONT
ECONOMIC DEVELOPMENT INITIATIVE**

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution supporting continuing regional collaboration efforts on the Northern Waterfront Economic Development Initiative.

BACKGROUND

Since June 2013, representatives of the City of Antioch have participated in the Northern Waterfront Development Initiative (NWDI) Work Group. Also participating were representatives of the cities of Hercules, Martinez, Concord, Pittsburg, and Oakley, as well as Contra Costa County. The NWDI was envisioned by Contra Costa County Supervisor Federal Glover. In reviewing his newly drawn District boundaries, Supervisor Glover noted that the Northern Waterfront region covers approximately 50-miles of shoreline from Hercules to Oakley, and is home to sixty percent (60%) of the industrial designated land in Contra Costa County. The Northern Waterfront also has several key assets, including vacant and under-utilized designated heavy industrial parcels, rail-served by two class 1 railroads, deepwater wharfs, and water and energy sources. In particular, Antioch has many of these features, especially in the newly annexed Northeast Area, providing for several opportunities sites.

The Northern Waterfront Work Group was established to provide input and advice on potential regional approaches, and benefits of recognizing the Northern Waterfront as a sub-region within Contra Costa County. A key focus of the Group was understanding the types of businesses existing within the NWDI region, the types of businesses that could support those existing business (e.g., suppliers, service providers, etc.), and the regions assets that would make it attractive to prospective new businesses.

The Group worked on several important tasks, including:

- Developing a survey questionnaire to gain a better understanding of industry's needs, along with current issues and emerging trends affecting industrial development in the Northern Waterfront region.
- Formulating a Request for Proposal and participating in the interviewing process to engage a consultant to prepare a market assessment, opportunities/constraints analysis, and goods movement overview.
- Reviewing the Northern Waterfront Atlas materials developed by the County, and consulting technical memos.
- Planning for the Northern Waterfront Development Initiative kick-off forum.

The Northern Waterfront Development Initiative Forum was held on January 10, 2014. The Forum was well received, and attended by approximately 375 people representing residents, public agencies, and private companies where information was distributed and balanced discussions were held, specifically regarding regional Economic Development opportunities and strategies. The City of Antioch was honored to host the Forum at the Antioch Community Center.

As requested by Supervisor Glover at the Forum, at this time, the six participating cities and the County are requesting that their governing boards adopt the attached resolution to show our support and continued participation in a regional collaborative by providing information and assistance, as deemed appropriate by the City Manager, to help revitalize and transform the Northern Waterfront into a 21st century economic asset.

FINANCIAL IMPACT

There is no cost, as the City is not required to make a financial contribution toward the Initiative. However, in the future there may be a financial benefit from a regional collaborative approach when applying for grants or other funding opportunities, as we are finding that regional benefit is a key component in grant applications.

OPTIONS

1. Approve the attached resolution.
2. Provide direction on amendments to the resolution.
3. Do not approve the resolution.

ATTACHMENTS

- A. Resolution

RESOLUTION NO. 2014/XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH SUPPORTING CONTINUING REGIONAL COLLABORATION EFFORTS ON THE NORTHERN WATERFRONT ECONOMIC DEVELOPMENT INITIATIVE

WHEREAS, the Northern Waterfront region covers approximately 50-miles of shoreline from Hercules to Oakley; and

WHEREAS, the Northern Waterfront region is home to 60% of the industrial designated land in Contra Costa County; and

WHEREAS, approximately 26% of the Northern Waterfront region is designated for industrial related uses and approximately 35% of the area is protected open space, wildlife preserves, and park land; and

WHEREAS, the Northern Waterfront enjoys several key assets, including: vacant and under-utilized designated heavy industrial parcels; rail-served by two class 1 railroads; deepwater wharfs; and, water and energy sources; and

WHEREAS, a Northern Waterfront Work Group was established, comprised of appointed representatives from the County and the six (6) cities within the Northern Waterfront region to provide input and advice for the study effort; and

WHEREAS, the Northern Waterfront Work Group, in a collaborative effort, developed a survey questionnaire to gain a better understanding of industry's needs, along with current issues and emerging trends affecting industrial development in the Northern Waterfront region; formulated a Request for Proposal and participated in the interviewing process to engage a consultant to prepare a market assessment, opportunities/constraints analysis, and goods movement overview; and, reviewed Northern Waterfront Atlas materials and consulting technical memos; and

WHEREAS, the Northern Waterfront Work Group consisting of the six (6) cities and the County worked collaboratively to develop information to be shared at the January 10, 2014, Northern Waterfront Forum; and

WHEREAS, the January 10th Northern Waterfront Forum was well received and attended by approximately 375 people representing residents, public agencies, and private companies where information was distributed and balanced discussions were held.

NOW, THEREFORE, BE IT RESOLVED that the City of Antioch will continue to participate in a regional collaborative effort with Contra Costa County, and the Cities of Hercules, Martinez, Concord, Pittsburg, and Oakley in the Northern Waterfront Work Group by providing information and assistance, as deemed appropriate by the City Manager, to help revitalize and transform the Northern Waterfront into a 21st century economic asset.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Prepared by: Victor Carniglia, Consultant for the City of Antioch 

Approved by: Steven Duran, City Manager 

Date: April 2, 2014

Subject: Update on the Status of the Northeast Antioch Annexation, including Annexation Area 2A, and adoption of the City's "Goals" for Annexation Area 2A

RECOMMENDATION

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

- 1) Receive and comment on an update on the status of the Northeast Antioch Annexation, with a focus on Annexation Area 2A, and
- 2) Adopt the attached Resolution (Attachment "A") approving "Goals" for Annexation Area 2A (see Exhibit 1, Attachment "A").

BACKGROUND INFORMATION

Staff last updated City Council on the status of the Northeast Antioch Annexation at the January 14, 2014 City Council meeting. Attached are minutes from that Council meeting (Attachment "B"). Since then, a number of actions have taken place involving the Northeast Antioch Annexation. These actions are summarized in the following sections:

Update: Annexation Area 1 and Area 2B: As City Council is aware, LAFCO on January 8, 2014 approved the annexation of Area 1 (the large 481 acre industrial area), and Area 2B (the 110 acre Viera residential area). On February 20, 2014 the State Board of Equalization confirmed the annexation of both these areas, with the result that on February 21, 2014, Annexation Areas 1 and 2B officially became part of the City of Antioch.

Update: Annexation Area 2A: The annexation of Area 2A was considered for the first time by LAFCO at their February 12, 2014 meeting (see Attachment "C" for a map of Area 2A). A number of interested parties, including property owners and yacht club members, attended this LAFCO meeting. While there was some support for the annexation, the majority of the speakers opposed annexation. After hearing public testimony, LAFCO voted 6-1 to continue action on Area 2A until the March LAFCO meeting, and directed City, County, and LAFCO staff to hold a Community Meeting to

respond to the concerns and questions of the various interested parties. Included as Attachment "D" are the minutes of the February 12, 2014 LAFCO meeting.

City staff, working with County and LAFCO staff, scheduled the Community Meeting for February 27, 2014 at the New Bridge Yacht Club located within Area 2A. Notices of this meeting were sent to all Area 2A property owners. In preparation for this Community Meeting, City staff put together an extensive "Frequently Asked Questions" (FAQ) document that posed and answered a range of questions concerning the implications of the City annexing Area 2A. This "FAQ", a copy of which is included as Attachment "E", was distributed at the Community Meeting. Approximately sixty people attended the majority of who were yacht club members. While a broad range of questions were asked and answered, it was clear from the comments and a show of hands at the conclusion of the meeting, that the clear majority of those in attendance opposed annexation.

The other key follow up item from the February 12, 2014 LAFCO meeting dealt with the question of the number of registered voters within Area 2A. The number of registered voters is critical to how LAFCO processes an annexation. While the details are a bit involved, the essential point is if there are twelve or more registered voters in an area being annexed, then the annexation is considered to be "inhabited". In an "inhabited" annexation, the fate of the annexation will ultimately be decided by the majority of registered voters through what's called the "protest hearing process". However, if there are eleven or fewer registered voters, then the annexation is considered to be "uninhabited". In an "uninhabited" annexation, the property owners (not registered voters) decide the outcome of the annexation, with property owner votes "weighted" based on the assessed value of property. Prior to the February 12, 2014 LAFCO meeting, LAFCO staff had been informed on two separate occasions by the County Elections Office that there were nine registered voters in Area 2A, and therefore the annexation would be processed as "uninhabited", and ultimately decided by property owners, not registered voters.

Given the importance of the "inhabited" versus "uninhabited" distinction, City staff requested that LAFCO staff double check this critical figure of registered voters. Part of the reason for this request was when the annexation was being initiated the number of registered voters in Area 2A was determined to be greater than nine. Prior to the March LAFCO meeting, in response to these concerns, LAFCO staff checked again with County Elections. This time, the number of registered voters in Area 2A was determined by County Elections to be thirteen rather than nine, meaning the annexation is "inhabited" and would be decided by registered voters. Subsequent follow up by LAFCO and County Elections have confirmed that the correct number is indeed thirteen registered voters.

On March 12, 2014 LAFCO again took up the annexation of Area 2A. Both City and LAFCO staff requested that LAFCO continue action on the annexation until the April 9, 2014 LAFCO meeting, given the implications of the just discovered "inhabited" status of Area 2A and the need to inform City Council of this change in circumstances. While

LAFCO did continue the annexation of Area 2A to the April 9, 2014 meeting, a number of speakers representing the yacht clubs reiterated their opposition to annexation. In response to the concerns voiced by the speakers, the LAFCO Commission requested that the City prepare a set of "Goals", similar in concept to what was previously prepared for Area 2B, and asked that these Goals be brought to the Antioch City Council prior to the April 9, 2014 LAFCO hearing.

City staff has put together the list of "Goals" for City Council to consider. These Goals are intended to address the key concerns expressed by Area 2A interested parties at the February Community meeting, as well as in discussions with Area 2A property owners. This list of Goals is the primary action item for City Council to consider at the April 8, 2014 Council meeting. Action by City Council on April 8, 2014 will be communicated by staff to LAFCO at their April 9, 2014 meeting the following day. The various Goals are the focus of discussion in the "Analysis" section of this staff report.

Background Information: Rationale for Differing Levels of Infrastructure Funding for Areas 2A and 2B: An issue relevant to the annexation of Area 2A that was raised by Area 2A stakeholders revolves around the question of why the City is not proposing to fund infrastructure improvements within Area 2A, while the City and County are allocating a total of \$6 million (\$3 million each) in infrastructure improvements for Area 2B (the Viera residential area). The following section identifies the key differences that clarify the City's contrasting approaches to Areas 2A and 2B:

- **Public Health Issues:** Area 2B faces a potentially serious public health problem, while Area 2A does not, based on available information. All properties within Area 2B currently rely on wells for drinking water and septic fields to handle domestic waste. This situation is greatly aggravated by the fact that the vast majority of the properties in Area 2B do not meet the minimum lot size or minimum distance requirements between the location of potable water wells and leach field of septic systems. While Area 2A, like Area 2B, also relies on septic systems, the typical lot sizes are much larger in Area 2A (three acres or more in Area 2A versus many one quarter acre or less in Area 2B). More importantly, all properties in Area 2A are currently served by City water, even though they are outside the City limits, due to a 1991 agreement with the then named "Oakley Water District". As a result, there is not nearly the same potential in Area 2A as there is in Area 2B, for the drinking water supply to be contaminated by a failing septic system.
- **Status of Existing Infrastructure:** Area 2A currently has City sewer and water located in the public street adjacent to Area 2A, namely Wilbur Avenue. In contrast, there are no existing City sewer or water lines located in adjacent streets within Area 2B. Once the City extends the sewer and water infrastructure into the streets within Area 2B, such as Viera Avenue, then Areas 2A and 2B will be equivalent in terms of the "adjacency" of City utilities. However, it should be noted that a number of properties in Area 2A face a difficult situation even though the City's sewer/water infrastructure is technically available within the nearest public street. This is due to the fact that

properties along the river in Area 2A would need to extend a sewer lateral up to 2,000 feet to connect to the existing Wilbur Avenue sewer.

- Projected Revenue: Another distinction between Area 2A and 2B involves the linkage between the annexation of the large industrial area (Area 1) and Area 2B. As part of the negotiation of the Tax Exchange Agreement with the County, the Agreement specifies that in order for the City to annex Area 1 the City also needed to Annex Area 2B. There was not a similar contingent provision required for Area 2A. This created a situation where the annexation of Area 2B directly resulted in the City receiving the significant tax revenue generated by Area 1. This added revenue facilitated the expenditure by the City of a portion of this new revenue on needed infrastructure improvements serving Area 2B. In comparison, there was no such linkage between Area 1 and 2A, combined with the fact that the tax revenue projected to be received by the City from the annexation of Area 2A is relatively small (approximately \$15,000/year).

In summary, the differences between Areas 2A and 2B from a County Health perspective, the level of existing infrastructure improvements serving both areas, and the linkage between the annexation of Area 2B and the revenue generated by Area 1, explain the differing City approach toward each area.

ANALYSIS

As previously explained in the "Background" section of this staff report, LAFCO at their March 12, 2014 hearing, requested that the City prepare a list of "Goals" to address the concerns of Area 2A stakeholders, similar in concept to what the City had previously prepared for Area 2B. While the circumstances facing Areas 2A and 2B are much different, the concept of preparing a list of Goals crafted to address specific issues is valid for both areas.

The concerns of Area 2A stakeholders revolve around several key issues, including 1) the possibility of an existing structure and/or existing use within Area 2A, that was legally developed in the County prior to annexation, but becomes "Non Conforming" due to the application of City codes and ordinances that may differ in even minor ways from County's requirements. This concern is particularly important given the fact that a number of aspects of the City's "Non Conforming Ordinance" are restrictive in terms of expansion and related issues, 2) the fact that in Area 2A, unlike the balance of the Northeast Annexation Area, there are differences between the City's and County's General Plan and Zoning requirements, particularly in the southern half of Area 2A, and 3) similar to the Area 2B property owners, the various stakeholders in Area 2A are concerned that as a result of annexation they will be eventually forced to hook up to the City's sewer system, even if such a hook up is cost prohibitive. This is a particularly critical concern for existing facilities located near the river, such as the existing marinas, that lie over 2,000 feet from the nearest City sewer line.

The list of the proposed Goals can be found as Exhibit 1 of Attachment “A” (the Resolution adopting the Goals), and is discussed in the following sections:

Introduction:

The purpose of this initial wording is to emphasize that while the listed “Goals” express the City’s intent to address specific issues facing Area 2A, a number of amendments will need to be made to the City’s Codes and Ordinances as part of the implementation process, and that this implementation process will require future discretionary actions by the City, along with public hearings. The City is not able to guarantee the outcome of those future hearings and discretionary decisions in advance.

Existing Uses in Area 2A Considered Legal, #1:

This wording directs City staff to treat all uses and structures within Area 2A that were legally established in the County, but as a result of annexation are not in compliance with City requirements, as legal uses not “Non Conforming” uses. As a result of this wording, such uses or structures legally established in the County would not be restricted by the provisions of the City’s “Non Conforming” ordinance that would otherwise limit the ability of uses to be modified, expand, or take other similar actions. Based on this wording such uses/structures could be expanded, modified etc. as long as in doing so they complied with the processes other “legal” uses/structures are required to follow in the City. This provision would be in effect until such time as the City has prepared/processed the necessary Code amendments as described in the following section under #2.

Existing Uses in Area 2A Considered Legal, #2:

This section references the amendments to the City’s Zoning Code and General Plan that are planned to be initiated in FY2014/15. The wording directs staff to include as part of this effort modifying the City’s Zoning and related requirements to accommodate existing uses/structures. This type of “broadening” of the zoning to accommodate industrial uses along this portion of the riverfront is consistent with the Northern Waterfront Economic Development Initiative, in which Antioch has been working in alliance with the County and other cities along the county’s northern waterfront.

Connection to City Sewer Systems:

This wording is intended to address the concern expressed by Area 2A stakeholders about the circumstance that would “trigger” a required connection to the City’s existing City sewer line located in Wilbur Avenue. This concern parallels the situation in Area 2B, where the primary issue of residents was the \$18,000 to \$20,000 cost of connecting to the City’s sewer/water system, with the bulk of that cost being connection fees. However, the degree of this connection cost problem is much greater in parts of Area 2A, particularly for the marinas located along the river, given the distances between the marinas and the City’s existing Wilbur sewer main. As a point of comparison, the typical residence in Area 2B would need to extend a sewer lateral approximately 20 to 30 feet to connect to a sewer in the public right of way. In the case of Area 2A, some of the marinas would have to extend their sewer lateral as far as 2,000 feet to connect to the Wilbur Avenue sewer. Some marina owners fear that annexation would result in a

situation where, if their septic system was failing, they would be forced by County Health or the City to make a cost prohibitive connection to the City's sewer main in Wilbur Avenue, resulting in their marina either being shut down or driven out of operation.

It is the City's understanding that if a property within Area 2A, or elsewhere, has a failing septic system as determined by County Health, and that property is located more than 300 feet from an existing sewer line it could connect to, then the decision to either make the connection to the sewer line located over 300 feet away, or construct a new septic system, is in effect the decision of the property owner, not County Health and not the City. Irrespective of annexation status, County Health (not the City) would determine the type and design of the septic system that would be required in the event an existing septic system was failing. In essence, the effect of annexation in relation to this issue, would be to give the property owner with a failing septic system the added option of deciding to connect to the City's sewer system if the property owner determined that approach was the best business decision, as compared to installing a new septic system of the type and design dictated by County Health. The proposed wording reaffirms this understanding.

It is worth noting that for properties located a significant distance from the City's Wilbur Avenue sewer line, the most cost effective way to connect to this line would be to coordinate with nearby property owners and install a single long sewer lateral sized and designed to serve multiple properties. This would require coordination of several parties within Area 2A working together.

Eminent Domain: This wording is identical to the language in the Goals previously approved by City Council for Area 2B, and reflects concerns of property owners and stakeholders within Area 2A over the issue of "eminent domain". While it is hard to envision any scenario where the issue of eminent domain would come up concerning Area 2A, the intent of the wording is to put to rest possible fears in this regard.

FINANCIAL IMPACT

As mentioned previously, the annexation of Area 2A would bring a modest amount of additional tax base to the City, with new tax revenue totaling approximately \$15,000/year. Given the distance Area 2A lies from existing City facilities (it is located at the extreme northeastern corner of the City) the cost of the City providing services would be slightly higher than a typically sized area located closer to the City center. The annexation of Area 2A would increase the geographic size of the City by less than 1%.

There would be City staff and other costs associated with implementing the various Goals listed, including Zoning, City Code, and possible General Plan amendments. City staff will explore to the extent feasible recovering such costs as appropriate from benefiting property owners.

OPTIONS

Action by the City Council on this agenda item revolves primarily around the various proposed “Goals”. City Council may consider wording changes to all or a number of the “Goals” as appropriate.

The annexation application for Area 2A is currently before LAFCO, and will be considered by LAFCO on April 9, 2014. At this point in time, any change by the City to the boundaries of annexation of Area 2A would require that a new application process be restarted by LAFCO, “resetting the clock” and greatly delaying consideration of the annexation of Area 2A. However, LAFCO may at their discretion modify the City’s application for Area 2A by, for example, deleting a portion of Area 2A from the annexation application. This issue of possibly dropping a property from the annexation was raised at the February 27, 2014 Community Meeting.

ATTACHMENTS

- A. City Council Resolution
- B. Minutes of January 14, 2014 City Council Meeting
- C. Map Depicting Area 2A
- D. Minutes of February 12, 2014 LAFCO Meeting
- E. Frequently asked Questions (FAQ) Concerning Area 2A
- F. Summary of February 27, 2014 Community Meeting

ATTACHMENT "A"

RESOLUTION NO. 2014/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING "GOALS" PERTAINING TO ANNEXATION AREA 2A LOCATED WITHIN THE NORTHEAST ANTIOCH ANNEXATION AREA, CONSISTING OF APPROXIMATELY 110 ACRES, AND BOUND BY WILBUR AVENUE ON THE SOUTH, THE SAN JOAQUIN RIVER ON THE NORTH, THE PG&E GATEWAY POWER PLANT ON THE WEST AND STATE HWY 160 ON THE EAST

WHEREAS, the City has filed an application to annex Area 2A of the Northeast Antioch Annexation Area to the City of Antioch and the Delta Diablo District, and

WHEREAS, a number of concerns have been expressed by stakeholders within Area 2A concerning possible impacts on existing structures and uses as a result of annexation to the City, and

WHEREAS, concerns have also been expressed in relation to differences between City and County Land Use Designations, and

WHEREAS, the City desires to address the concerns of stakeholders within Area 2A concerning possible impacts of annexation to the extent practical, and has therefore prepared a list of "Goals" as listed in Exhibit 1 to be brought forward by City staff through the appropriate discretionary implementation process, and

WHEREAS, the City understand that a number of discretionary steps will be required to implement the various "Goals" as listed in Exhibit 1, and therefore the City cannot warrant or otherwise guarantee that the various "Goals" as contained in Exhibit 1 will be implemented as written,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Antioch does hereby direct City staff to initiate the procedural steps necessary to implement the various "Goals" as contained in Exhibit 1, and to take the procedural steps necessary to bring the "Goals" through the required discretionary review and approval process as required by State and local ordinance and regulations.

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 8th day of April, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

EXHIBIT 1

Goals for Annexation Area 2A to be implemented by the City of Antioch Subsequent to the Annexation of Area 2A. As Adopted by City Council on April 8, 2014

The following are the "Goals" the City intends to implement upon the annexation of Area 2A to the City of Antioch. The implementation of these "Goals", and the timing and method of their implementation, will be determined by the City, and is dependent on the City's available resources, taking into account City staffing levels, budget constraints, competing priorities, and related factors. The City is not able to warrant or otherwise guarantee the implementation of the following "Goals" as written, given that their implementation will require specific discretionary processes, including, but not limited to public hearings, environmental review, and action by the City Council.

Existing Uses in Area 2A Considered Legal:

1. All existing uses and structures within Annexation Area 2A that were legally developed in the County and that exist at the time of annexation of Area 2A to the City, but do not comply with provisions of the City's Zoning Code, shall be considered allowable from a City perspective. Such allowable uses and structures shall not be subject to the City's "Non Conforming" Ordinance. All such legally established uses and structures within Area 2A can continue as they currently exist. Any alteration or expansion of such allowable existing facilities will be subject to City review, as would any other legal use or structure within the City including being subject to the Building Codes. Any change to such allowable existing uses shall be subject to the City's standard review and approval process as set forth by City Codes and Ordinances, and shall be applied as determined by the City. This provision shall be in effect until such time as the various updates identified in the following Section #2 are completed or otherwise finalized as determined by the City.
2. The City will be updating the General Plan Land Use Element and the corresponding Zoning Code starting in fiscal year 2014-15. The land uses and zoning for Annexation Area 2A will be updated with the intent to accommodate existing structures and uses.

Connection to City Sewer System:

3. The City's Codes and Ordinances require a connection to the City's sewer collection system if the nearest plumbing outlet of any existing business or residence in the City is located within 200 lineal feet of the point where a connection can be made to the City's sewer collection system. Any requirement to connect to an existing City sewer beyond this 200 foot limit is subject to the sole discretion of the County Environmental Health Department, not the City. It is the City's understanding that County Environmental Health requires a business or residence to connect to an existing sewer system in the event all of the following circumstances apply; 1) there is an available sewer within 300 feet, 2) the septic system is not functioning properly as determined by County Environmental Health, and 3) the septic

system will require a major repair as determined by County Environmental Health. If the property in question is located in excess of 300 feet from an existing sewer line and has a failing septic system requiring a major repair as determined by County Environmental Health, then it is the City's understanding that the owner of the property, at his discretion, has the option of either installing a septic system of a type and design as determined by County Environmental Health, or connecting to the City's sewer line.

Eminent Domain:

4. The City will not exercise its power of eminent domain to the maximum extent practical unless there is a threat to fire, life, health or safety.

ATTACHMENT "B"

ANTIOCH CITY COUNCIL
Regular Meeting
January 14, 2014

Page 4 of 8

- E. APPROVAL OF TREASURER'S REPORT FOR NOVEMBER 2013
- F. ADOPTION OF A REVISED ORDINANCE TITLE 6, CHAPTER 1, OF THE ANTIOCH MUNICIPAL CODE REGARDING ANIMALS (*Introduced on 12/10/13*)
- G. APPROVAL OF EAST CONTRA COSTA COUNTY INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PLAN AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO SIGN THE PLAN
- H. RESOLUTION NO. 2014/01 APPROVING THE THIRD AMENDMENT TO THE STORMWATER UTILITY AGREEMENT BETWEEN CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY OF ANTIOCH FOR COMMERCIAL/INDUSTRIAL STORMWATER INSPECTION SERVICES
- I. APPROVE AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH MARK THOMAS AND COMPANY, INC. FOR CONSTRUCTION SUPPORT SERVICES FOR THE WILBUR AVENUE OVERHEAD WIDENING PROJECT (P.W. 259-B)
- J. RESOLUTION NO. 2014/02 OF LOCAL SUPPORT AND AUTHORIZING THE FILING OF A GRANT APPLICATION TO METROPOLITAN TRANSPORTATION COMMISSION (MTC) REQUESTING AN ALLOCATION OF THE TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDS FOR NEW HANDICAP RAMPS AND PEDESTRIAN IMPROVEMENTS ALONG EAST TREGALLAS ROAD FROM LONE TREE WAY TO HILLCREST AVENUE (P.W. 409-3)
- K. EXTENDED ABSENCE BY AN ELECTED OFFICIAL

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council unanimously approved the Council Consent Calendar with the exception of Items F and K, which were removed for further discussion.

With Council consent, the Council held discussion of Items F and K until after Agenda Item #2.

COUNCIL REGULAR AGENDA

2. NORTHEAST ANTIOCH ANNEXATION AREA UPDATE

City Consultant Carniglia gave a brief overhead presentation of the Northeast Antioch Annexations Area Update recommending the City Council receive and file oral report.

Following discussion, Council agreed that with the importance of the annexation, it would be appropriate to hold a study/session workshop to discuss the area in detail. They recognized City Consultant Carniglia and the subcommittee for their hard work during the annexation process.

B1

On motion by Councilmember Wilson, seconded by Councilmember Agopian, the Council unanimously directed staff to hold a study session and receive and file report.

Mayor Harper declared a recess at 7:58 P.M. The meeting reconvened at 8:08 P.M. with all Councilmember's present with the exception of Councilmember Agopian who was absent.

COUNCIL CONSENT CALENDAR

City Attorney Nerland reviewed the speaker rules for Consent Calendar items.

Mayor Harper announced that due to the high level of speaker cards submitted for Item F; all speakers would be allowed two (2) minutes. He reported that he had received and read numerous emails regarding the ordinance. City Clerk Simonsen announced additional materials were placed on dais for Council and copies were available for the public, in Council Chambers.

F. ADOPTION OF A REVISED ORDINANCE TITLE 6, CHAPTER 1, OF THE ANTIOCH MUNICIPAL CODE REGARDING ANIMALS (Introduced on 12/10/13)

Sherry Starks, spoke to the value of animal rescue and against amending the ordinance regarding animals. She presented the City Council with a book on chickens and roosters.

Doug Knowles, Oakley resident, Pennie McCarty, Antioch resident, Mary Lou Wood, Antioch resident, Bill Coaker, Brentwood resident, Julie Linford, Founder of Outcast Cat Help spoke against amending the ordinance, as proposed and suggested alternatives in dealing with the feral cat population.

Nancy Fernandez, Antioch resident, spoke in support of the ordinance and discussed the negative impacts of the feral cat population and at-large canines.

Donald Spaugy, Mount Diablo Beekeeping Association, presented Council with a book and reviewed written comment encouraging the City to permit backyard beekeeping in Antioch. He donated a beekeeping book to the City.

Karen Kops President of Homeless Animal Response Program (HARP), proposed the creation of an Animal Welfare Commission that would report directly to the City Council and tasked with researching, vetting solutions and recommending implementation.

Joanne Magdaleno discussed the importance of providing appropriate locations for beekeeping.

Elizabeth Dodge, Fix-Our-Ferals, spoke against amending the ordinance, as proposed and recommended the City include a requirement that every cat or dog must be spayed or neutered unless they are a registered breeder and suggested alternatives in dealing with the feral cat population.

Northeast Antioch Area 2A

ATTACHMENT "C"

N



City of
Oakley

City of
Antioch

0 250 500 Feet

Wilbur Ave

State Hwy 160

Bridgehead Rd

Fleming Ln

Bridgehead Rd

NO ADDRESS

051040019
WILBUR AVE

051040065
3301
WILBUR AVE

051040049
3305
WILBUR AVE

051040048
WILBUR AVE

051040009
480
FLEMING LN

051040073
3551
WILBUR AVE

051040071
WILBUR AVE

051040072
3625
WILBUR AVE

051040066
3665
WILBUR AVE

051040044
P.O. BOX 524

051040001
WILBUR AVE

051040035
6325
BRIDGEHEAD RD

051040070
415
FLEMING LN

051040046
6321
BRIDGEHEAD RD

051040056
6317
BRIDGEHEAD RD

051040069
6301
BRIDGEHEAD

051040047

ATTACHMENT "D"

CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION MINUTES OF MEETING

February 12, 2014

Board of Supervisors Chambers
Martinez, CA

1. Chair Dwight Meadows called the meeting to order at 1:30 p.m.
2. The Pledge of Allegiance was recited.
3. Roll was called. A quorum was present of the following Commissioners:
City Members Rob Schroder and Don Tatzin.
County Members Federal Glover and Mary Piepho, and Alternate Candace Andersen.
Special District Members Michael McGill and Dwight Meadows, and Alternate George Schmidt.
Public Members Don Blubaugh and Alternate Sharon Burke.
Present were Executive Officer Lou Ann Texeira, Legal Counsel Sharon Anderson, and Clerk Kate Sibley.
4. Approval of the Agenda
Upon motion of Tatzin, second by Blubaugh, Commissioners adopted the agenda.
AYES: Blubaugh, McGill, Meadows, Piepho, Schroder, Tatzin
NOES: none
ABSENT: Glover
ABSTAIN: none
5. Public Comments
Vincent Wells, Local 1230 President, spoke regarding the financial issues facing East Contra Costa Fire Protection District.
6. Approval of January 8, 2014 Meeting Minutes
Upon motion of Piepho, second by Glover, the minutes for the meeting of January 8, 2014 were approved unanimously.
AYES: Blubaugh, Glover, McGill, Meadows, Piepho, Schroder, Tatzin
NOES: none
ABSENT: none
ABSTAIN: none
7. LAFCO 13-03 – Rodeo Marina Annexation to Rodeo Sanitary District (RSD)
The Executive Officer reported that this is an uninhabited area with fewer than 12 voters. As directed by the Commission, a protest hearing was held on February 10, 2014 to receive written protests from affected landowners regarding the proposal and determine whether a requisite protest exists. No written protests were filed against this annexation; consequently, it is ordered.
Upon motion of Glover, second by McGill, Commissioners unanimously received the Executive Officer's report.

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AYES: Blubaugh, Glover, McGill, Meadows, Piepho, Schroder, Tatzin
NOES: none
ABSENT: none
ABSTAIN: none

8. LAFCO 07-17 – PG&E Reorganization (Area 1): Annexations to the City of Antioch and Delta Diablo Sanitation District (DDSD) and Detachments from County Service Areas (CSAs) L-100 and P-6

The Executive Officer reported that this is an uninhabited area with fewer than 12 voters. As directed by the Commission, a protest hearing was held on February 10, 2014 to receive written protests from affected landowners regarding the proposal and determine whether a requisite protest exists. No written protests were filed against this annexation; consequently, it is ordered.

Upon motion of Piepho, second by Glover, Commissioners unanimously received the Executive Officer's report.

AYES: Blubaugh, Glover, McGill, Meadows, Piepho, Schroder, Tatzin
NOES: none
ABSENT: none
ABSTAIN: none

→ 9. LAFCO 13-08 – Northeast Antioch Reorganization (Area 2A): Annexations to the City of Antioch and Delta Diablo Sanitation District (DDSD) and Detachment from County Service Area (CSA) P-6

The Executive Officer provided an overview of a proposal filed by the City of Antioch to annex 116± acres to both the City and DDSD, to provide municipal services to a largely commercial and marina waterfront unincorporated area. This area would be simultaneously detached from CSA P-6. This area is part of the City's Eastern Waterfront Employment Focus Area. Due to recent annexation of Areas 1 and 2B, annexation of this area will prevent its becoming an island. The area is uninhabited, with fewer than 12 voters; thus, the Commission's action is subject to notice, hearing, and protest proceedings. The LAFCO Executive Officer is authorized to conduct the protest hearing.

City staff responded to questions from Commissioner Piepho asked about how police protection will be provided with the detachment of CSA P-6; if the tax sharing agreement covers this transfer of services; and whether land use designations mirror the County's current designations.

The Chair opened the public hearing.

Victor Carniglia introduced Tina Wehrmeister, City of Antioch Planning Director, who stated that a main sewer line is already available to this area, and that the City is willing to work with residents to find grants to help with new sewer hookups if their septic fails.

Don Wilson, Commodore of the Sportsmen Yacht Club, presented a letter and stated that the club's membership (over 200 individuals), as owner of the land, opposes this annexation.

In response to the Chair's question, Mr. Wilson responded that the Sportsmen Yacht Club does not have a backup plan if their septic fails.

Steve Klee, Chairman and Manager of the New Bridge Marina, strongly urged approval of the annexation, pointing out that septic systems are never ideal, and that a long-range plan for sewer is desirable. Additionally, they would welcome the Antioch police in the park adjacent to the New Bridge Marina, which serves as a staging area for boat thieves and drug sales.

The public hearing was closed.

Commissioner Piepho asked if the City had worked closely with the Area 2A community leading up to this. The Executive Office responded that the community meetings held over the past summer had been primarily for residents of Area 2B, but that the City has reached out to residents of Area 2A. Mr. Carniglia reported that he had met with the leadership of the Sportsmen Yacht Club and that they wanted to maintain the status quo of the area.

Commissioner Piepho suggested that the City hold another community meeting with the residents of Area 2A to educate, communicate, and inform them of what this annexation will mean. After discussion, Commissioner Glover moved, with a second by Piepho, that this item be continued until the March 12 meeting to allow time for a community meeting that will include City and LAFCO staff. The motion passed six to one.

AYES: Blubaugh, Glover, McGill, Piepho, Schroder, Tatzin
NOES: Meadows
ABSENT: none
ABSTAIN: none

10. Second Quarter FY 2013-14 Budget Report

The Executive Officer provided a brief report on revenues and expenditures to date.

Upon motion of Tatzin, second by Blubaugh, Commissioners unanimously accepted the report.

AYES: Blubaugh, Glover, McGill, Meadows, Piepho, Schroder, Tatzin
NOES: none
ABSENT: none
ABSTAIN: none

11. Fiscal Year 2014-15 Budget/Work Plan Schedule

The Executive Officer presented the Fiscal Year 2014-15 budget schedule, with a proposed budget to be presented in March, followed by a final budget in May.

A significant aspect of the coming fiscal year's work plan is second round municipal service reviews (MSRs), with the Fire/Emergency Services MSR scheduled for FY 2014-15. There will be additional policies and procedures forthcoming as well.

Commissioner Tatzin suggested that some form of communications plan be developed for the public to better understand the MSR process and LAFCO's limitations. He also suggested that staff look at a League of California Cities financial analysis tool that is being provided to cities statewide; perhaps it is something that LAFCOs can use with their MSRs.

Commissioner Piepho suggested that it might be appropriate to ask each agency that is part of an MSR to post the final report on its own website, or at least post a link to the LAFCO website's MSR posting.

Upon motion of Tatzin, second by McGill, Commissioners directed staff to proceed with the Fiscal Year 2014-15 budget and work plan with a proposed budget to be presented at the March 12 LAFCO meeting, and a final budget at the May 14 LAFCO meeting.

AYES: Blubaugh, Glover, McGill, Meadows, Piepho, Schroder, Tatzin
NOES: none
ABSENT: none
ABSTAIN: none

12. Update on Contra Costa County's Fire Service Study

The Executive Officer provided brief background on the history and status of the two separate studies currently being conducted by Fitch and Associates, one on fire services and the other on emergency medical services, with an aim to develop strategies for effectiveness and efficiencies. Following a series of stakeholder meetings and updates to the Board of Supervisors, on January 13, the County released the *Draft Evaluation and Options Appraisal Study* for fire services. The Commission's ad hoc committee (Commissioners Blubaugh and Tatzin and the LAFCO EO) reviewed the draft report and provided general and specific comments, and a public Town Hall meeting was held on January 22, where an overview of the draft report was presented and public comment was received. The overview included observations of CCCFPD's current operations, a fiscal analysis, and three short-term options that may sustain the District for the next three to four years. Options presented in the draft report include: Maintain status quo; Implement the Optimized Service Delivery Model Option (three/two response staffing); and Implement the Single Patch Alternative Responder Personnel Option.

Upon motion of Glover, second by Blubaugh, Commissioners unanimously received the report.

AYES: Blubaugh, Glover, McGill, Meadows, Piepho, Schroder, Tatzin
NOES: none
ABSENT: none
ABSTAIN: none

13. CCCERA Correspondence

Commissioner McGill questioned the dates on this correspondence; it was attributed to a typo.

14. Commissioner Comments and Announcements

Commissioner McGill reported that he attended the CALAFCO Legislative Committee meeting on January 24 and the CALAFCO Board meeting on February 7. The Board adopted a formal structure for interacting with the legislative process in Sacramento. He will present this new policy process for adopting legislation at the Contra Costa Special District Association meeting, and when the Board meeting minutes are available will share them with Commissioners. The Board adopted priorities for the Legislative Committee, with the two top issues being disincorporation and joint power agreements, and admitted defeat on Section 56133 (out of agency service) and will defer to each LAFCo and their local policies. The CALAFCO Board also decided not to take on updates to the Revenue & Taxation Code at this time. The Board has officially adopted language pertaining to sustainable communities, among other issues.

Commissioner Meadows announced that he has applied to his board to nominate him for the regular seat on LAFCO for another four-year term.

15. Staff Announcements and Pending Projects

The Executive Officer drew Commissioners' attention to the pending projects list and the CALAFCO updates, adding further information about the Legislative Committee's work on the annual omnibus bill.

The CALAFCO Staff Workshop will be held in Berkeley in April, hosted by the Bay Area LAFCos, and the Annual Conference will be in Ontario. A call for session topics for the Annual Conference has been issued, and ideas are welcome. The Executive Officer is serving on program committees for both the Staff Workshop and the Annual Conference. Suggested topics for the Annual Conference at this time include water and drought, DUCs, MSRs, and sustainable communities.

At 2:25 p.m., Commissioners adjourned to Closed Session to discuss employee performance evaluations.

At 2:48 p.m., Commissioners reconvened and the Chair reported that the Commissioners will reconvene in closed session at the end of the March 12 meeting.

The meeting was adjourned at 2:49 p.m.

Final Minutes Approved by the Commission March 12, 2014.

AYES:

NOES:

ABSTAIN:

ABSENT:

By _____
Executive Officer

ATTACHMENT "E"

Page 1 of 7

February 27, 2014

Frequently Asked Questions Concerning (FAQ's) Concerning Annexation, and the Implications of Annexation for Annexation Area 2A Updated February 27, 2014

Part 1: Description of Annexation, LAFCO, and History

#1. What is annexation? Annexation is a process that permits a City or other government agency to add land to its boundaries. In order to annex land, a City must submit an annexation application with the agency known as the Local Agency Formation Commission (LAFCO). The City has submitted an application to annex Area 2A to the City of Antioch and to the Delta Diablo Sanitation District (DDSD) as part of the larger Northeast Antioch Annexation. Other annexation applications were also filed by the City as part of the Northeast Antioch Annexation process, as described in the following sections.

#2. What is LAFCO? Every County in California has a LAFCO. LAFCO is a State mandated independent agency, and is not part of any city, county or special district. LAFCO is responsible for overseeing orderly growth and development, including the extension of government services to those who need them. Before deciding whether to approve an annexation, LAFCO will hold public meetings to give interested parties the opportunity to express their opinions on the annexation.

The LAFCO Board typically meets in Martinez once a month, and consists of seven voting members: two members of the Board of Supervisors, two representatives from Cities, two representatives from Special Districts, and one "at large" public member, plus one alternate member in each category. For more information regarding Contra Costa LAFCO please visit the website at www.conracostalafco.org or call (925) 335-1094.

#3. What is Area 2A and what is the Northeast Antioch Annexation? Area 2A consists of approximately 94 acres, and is bounded by Hwy 160 on the east, the San Joaquin River on the north, the PG&E Gateway power plant on the west, and Wilbur Avenue on the south. The marinas, including New Bridge and Sportsman Yacht Clubs, are located in Area 2A. The proposed annexation of Area 2A is part of a much larger annexation referred to as the Northeast Antioch Annexation. The Northeast Antioch Annexation consists of a total of 678 acres and involves three separate annexation applications, consisting of proposals by the City to annex Area 1 (the large 481 acre industrial area centered on Wilbur Avenue), Area 2A (the 94 acre area just described), and Area 2B (the 103 acre residential area generally located near Viera Avenue, Saint Claire Drive and Trembath Lane).

#4. What is the history behind the proposed annexation of Area 2A? In 2007, the City submitted an annexation application to LAFCO requesting permission to annex Area 1 (the large industrial area along Wilbur Avenue). At that time, the City conducted polls to determine the interest of residents/property owners in annexing to the City and DDSD. This polling showed

that the majority of residents/property owners in Areas 2A and 2B opposed annexation to the City, while Area 1 supported annexation. Based on this polling, the City at that time declined to submit annexation applications for Areas 2A and 2B. In May 2012 LAFCO sent a letter to the City urging the City to submit annexation applications for Area 2A and Area 2B, in addition to the already received application for Area 1. LAFCO made this request of the City to avoid leaving small isolated unincorporated pockets of land that would be difficult for the County to efficiently serve. It is important to note that LAFCO's mission strongly discourages the continued existence and creation of small unincorporated "islands" surrounded by incorporated communities. In June 2012, the Antioch City Council, taking into consideration LAFCO's interests and concerns, directed City staff to submit annexation applications for Areas 2A and 2B.

After lengthy negotiations, the City and County in November 2013 approved agreements resolving how taxes from the annexation areas would be shared and infrastructure improvements implemented. With these agreements in place, LAFCO, on January 8, 2014 approved the annexation of Areas 1 and 2B to the City of Antioch and DDS. On February 12, 2014 LAFCO held a hearing to consider the annexation of Area 2A. Based on public testimony received during this hearing, LAFCO continued the hearing on Area 2A to the March 12, 2014 LAFCO meeting to allow time for City, County, and LAFCO staff to provide annexation related information to interested parties in Area 2A.

Part 2: How Annexation is Decided

#5. Who decides whether an annexation is approved or not? The LAFCO Commissioners are the ones who decide whether to approve an annexation application. This decision making process by LAFCO is conducted with public notice and a public hearing in which residents/property owners and other interested parties will be able to make comments and voice concerns. If LAFCO approves an annexation, then in most cases a "Protest Hearing" is scheduled. The protest proceedings are summarized below.

If there are 12 or more registered voters in the annexation area (i.e., "inhabited"), and if any voter or landowner objects to the annexation, then a Protest Hearing is held. If less than 25% of voters or landowners (owning at least 25% of the assessed value of land) file a written protest, then the annexation is ordered. If 50% or more of the voters protest the annexation, it is terminated. If at least 25% but less than 50% of the voters or landowners) protest the annexation, then the annexation is subject to approval by the registered voters.

If there are fewer than 12 registered voters in the annexation area (i.e., "uninhabited"), and less than 100% of the landowners have consented to the annexation, then a Protest Hearing is held. If written protests are filed by less than 50% of the landowners (owning less than 50% of the assessed value of land), the annexation is finalized and the land in question becomes part of the City. However, if 50% or more of the landowners (owning at least 50% of the assessed value of land) file a written protest, then the annexation is terminated.

Based on updated information LAFCO received from the County Registrar of Voters, there are currently 13 registered voters in Area 2A. Therefore, Area 2A under LAFCO requirements is considered to be “inhabited”.

#6. What are the next steps for the Area 2A annexation process, and how can residents/property owners have input and become involved in the process? As mentioned previously the Area 2A annexation was continued to the March 12, 2014 LAFCO meeting. At this upcoming meeting interested parties can speak and make comments to the LAFCO Commission during the public hearing. At the March 12, 2014 LAFCO meeting, the Commissioners will take one of the following actions, 1) approve the annexation (with or without conditions/amendments), or 2) deny the annexation, or 3) continue the matter to the April 9, 2014 LAFCO meeting.

Part 3: Fiscal Effects of Annexation, Taxes, Other Costs

#7. How would annexation effect the taxes paid by property owner in Area 2A? Any time the topic of annexation is raised, a question that typically comes up is how will annexation impact effect a property owners taxes. The short answer in almost cases is “not at all”! Many years ago before the passage of Proposition 13 in the late 1970’s, there could be a significant difference between property tax rates between different jurisdictions. However, Proposition 13 leveled the playing field, and with a few exceptions, property tax rates are uniform in California. The following is a brief summary of the tax implications of annexation for Area 2A:

- **Property Taxes: No increase.** Explanation: Property taxes will not be affected by annexation to the City, as the City and County property tax rates are the same. In addition, annexation will not trigger a reassessment of property.
- **Sales Taxes: Only impacts property and business owners buying or selling a taxable product within Area 2A.** Explanation: In November 2013 the voters of the City of Antioch passed a ½ cent temporary sales tax. A number of nearby jurisdictions have a similar tax, including the cities of Concord and Pittsburg. The impact of this sales tax would be either minor or nonexistent for most properties located in Area 2A given the lack of retail uses in Area 2A. As a sales tax, it would be paid by a customer buying a product or merchandise sold within Area 2A.
- **School Costs: No increase.** Explanation: Area 2A is already within the Antioch Unified School District. Annexation will have no impact on school costs, such as Mello Roos.
- **Cost of Business License: Slight cost reduction.** The City’s formula for computing the cost of business licenses in most cases results in a lower cost than a comparable County business license
- **Fire Service: No increase.** Explanation: Annexation will not change or impact in any way the delivery or cost of Fire Service to Area 2A. The ability to connect to City water through annexation should allow existing and any new structures to meet fire flow requirements.
- **Public Safety: Improvement in police service at no additional cost.** Explanation: Given the number sworn officers working for the City and proximity of those officers as compared to the County sheriff, the response time for Public Safety personnel will almost certainly

improve with annexation to the City. There will be no additional Public Safety costs to Area 2A due to annexation

Part 4: Zoning, Grandfathering of Existing Uses/Businesses

Aside from the fiscal or monetary impacts of annexation, the next most common concern raised in relation to annexation is based on the underlying assumption that Cities and Counties have significantly development standards or land use requirements. The following section addresses these questions:

#8. What will be the impacts of annexation on Area 2A in terms of land use, zoning, and building code requirements?

- **Zoning and Land Use:** The City and County General Plan and Zoning requirements for Area 2A are similar. Both jurisdictions have the same type of water oriented Zoning Designations for the existing marinas, while the City and County have commercial and industrial requirements for the land located closer to Wilbur Avenue. In the cases where there are some differences in the details of the Zoning between the County and the City, such as setbacks, the City's Zoning Ordinance is structured in such a manner that it allows existing facilities to be "grandfathered" if they were legally developed in the County under standards that differ from the City's zoning requirements.
- **Building Code:** The City and County both rely on the same State Uniform Building Code. Therefore the same Building Code standards will apply to Area 2A irrespective of annexation status.
- **Road Standards, Sidewalks, and related Improvements:** One area of difference between the City and County are the standards that are used for public improvements, such as street widths, the use of sidewalks, street lights etc. Where the County may call for a rolled curb and sidewalk, the City may require a monolithic curb and detached sidewalk. However, these requirements are only applicable to improvements within the public right of way. The only public right of way in or adjacent to Area 2A is Wilbur Avenue. Therefore, the vast majority of parcels in Area 2A would not be affected by this underlying difference in City versus County right of way standards. In the case of parcels that have a Wilbur frontage, this issue of streets standards would only be triggered in the event of a major new development project being proposed for Area 2A

Part 5: Questions Concerning Connecting to City Utilities

#9. What utilities does the City have that can serve Area 2A, and can Area 2A property owners connect to those utilities? The City currently has both sewer and water installed on the north side of Wilbur Avenue immediately adjacent to Area 2A. The sewer line, at 15 inches in diameter, is sized to handle the ultimate projected waste water flow from the surrounding area. The line is also deep enough that it should allow existing buildings in Area 2A to gravity flow to the City's Wilbur sewer. When the Wilbur sewer line was built "stub outs" were constructed to

fronting properties on Wilbur Avenue to allow convenient sewer connections without having to tear up the street. The City also has a large water line located on the north side of Wilbur Avenue. The City's water system adjacent to Area 2A is "looped", which allows for the high pressure needed to meet typical building fire flow requirements.

All developed properties within Area 2A currently rely on onsite septic systems to handle waste water flow. It is the City's understanding that most properties within Area 2A currently have City water service. This existing water service was evidently granted prior to the existence of LAFCO. Under current LAFCO requirements, the City can only provide sewer and water outside its boundaries with an "Out of Agency Service Agreement" approved by LAFCO. LAFCO has typically been restrictive in approving these kinds of agreements, and LAFCO law only allows such an Agreement to be authorized if an annexation application is pending, or if there is an existing or impending threat to the health and safety of the public (e.g., failed septic system, contaminated well). As a result, the only practical way for parcels in Area 2A to hook up to the City's sewer system, or to secure increased water capacity from the City, is through annexation.

With annexation, any property within Area 2A can hook up to the City's sewer and water systems. While most parcels within Area 2A currently have City water service, any increase in the capacity of the existing water service, by either adding connections or upsizing the water line (for example to meet fire flow), would trigger a requirement for annexation. While the existing septic fields in Area 2A have been in operation a long time (in some cases over 50 years), the age of the septic systems in and of itself is a cause for concern. Another relevant factor is the proximity of Area 2A to the river, along with the high water table that comes with such proximity. Given the increasingly restrictive Federal and State Clean Water requirements, which are set up in a manner so as to progressively "ratchet up" their standards over time, the age of the existing septic systems and their proximity to the San Joaquin River should be a cause of concern for any Area 2A property owner. This ability to hook up to City utilities is likely the single most significant actual/potential benefit of annexation to the City.

#10. Will property owners be required to hook up to the City sewer/water systems after Annexation? The short answer is "no". Most properties within Area 2A will **not** be required to be hook up to City sewer, unless they are located a close distance from an existing sewer line as explained in the following section. Annexation will give property owner the option to hook up, which would not otherwise exist without annexation. The City's existing ordinance stipulates that any property in the City with a septic system that is located with 200 feet of a City sewer line is required within 30 days to hook up to the sewer line. The distance is measured from the location of the sewer connection in the building to the sewer line. Most properties in Area 2A would not be impacted by this requirement, given how far they are located from the Wilbur sewer line.

For most of Area 2A, annexation will give owners the option to hook up to sewer if and when their septic systems fails, or the repairs to the septic system approach the cost of connecting to City sewer. Without annexation property owners will not have this "fall back" option of connecting to City sewer.

#11. What can be done by the City or others to reduce or offset the utility hook up costs?

Neither the City nor DDS D offers waivers for the cost of connection fees, as public agencies cannot legally require rate payers to shoulder cost reductions for others. However, the City in the past has offered deferrals in paying such connection costs, where payments could be spread out over multiple years. Another possibility is the ability of the City to apply for and possibly secure grant funding from State and Federal agencies to pay for and otherwise offset the cost of connections fees, and costs such as running sewer laterals. There is a significant amount of grant funding currently available at the State and Federal level to address “clean water” issues.

It is important to note that while the City can fund improvements to public streets, such as installing sewer and water, the City can't legally do so on private property. The only public street in or adjacent to Area 2A is Wilbur Avenue. Wilbur already contains sewer and water lines adequate to serve Area 2A. Any sewer laterals connecting to Wilbur Avenue would be located on private property, and therefore could not be funded by the City.

#12: What are the Cost Implications of connecting or not connecting to City sewer?

While there are benefits to hooking to City utilities, what are the costs? In order to connect to City facilities property owners will need to construct laterals to the existing City facilities, pay connection fees, and close existing septic fields. These costs are discussed below (water connection costs are not discussed given that most parcels in Area 2A are already hooked up to City water).

Sewer Laterals: The costs of constructing sewer laterals from private property within Area 2A to the City utilities in Wilbur Avenue would be the responsibility to the property owner, not the City. This cost could be significant, particularly for the parcels near the river that are located as much as 800 to 900 feet from Wilbur Avenue. There may be an opportunity for property owners to share the cost of extending a sewer line that serves multiple properties. Given the length of laterals, soil conditions, and the high water table, properties owners may want to consult their own engineer to get an estimate of the cost of constructing sewer laterals.

Connection Fees: The City's current base sewer connection fee is \$2,229. Larger capacity connections depending on the use would increase on a sliding scale that can be found on the City's web site in the City's “Master Fee Resolution”. In addition to City fees, Delta Diablo Sanitation District (DDS D) has a base facility connection fee of \$5,033. DDS D charges are on a sliding scale based on water flow and are available on the DDS D web site.

Other Connection Related Costs: There would be a one time cost to abandon an existing septic field (typically \$2,500). In addition to connection fees, DDS D collects an annual base charge of \$262/year to fund their ongoing sewage treatment operation. The City charges \$123/year for maintenance of the sewer collection system. These amounts are typically collected with the property tax bill.

Potential Costs of Not Connecting to City Sewer: Any evaluation of the costs of connecting to City sewer needs to be balanced by the short and long terms costs of maintaining or improving

an existing septic field. In the short term, costs for a septic field would most likely be periodic pumping or minor repair costing from several hundred to several thousand dollars. However, at some point the septic system will inevitably need to be replaced due to failure and/or due to toughening State and Federal requirements. This is where the cost can be significant, as “state of the art” septic systems designed to handle the high water table could cost \$50,000 or more, and require regular inspection and maintenance.

Part 6: City’s Reasons for Requesting Annexation

#13. What are the City’s reasons for requesting the Northeast Antioch annexation, and what are the benefits to the City? The “history” behind the City’s submittal of the annexation application for Area 1, and the addition of Areas 2A and 2B is explained in “Part #1, Section 4” of this FAQ. The City has two key reasons for pursuing the Northeast Antioch Annexation, tax base and jobs, both of which are important to the City.

Tax Base: The annexation of the Northeast Antioch Area will increase the City’s annual property tax revenue by an estimated \$900,000 per year. The recently completed PG&E Gateway Power Plant, and the just completed NRG Marsh Landing Facility, account for almost \$1 billion in new assessed value. Annexation will allow the City to collect its share of this new tax base. In addition, both the City and the County could receive \$1 million (\$100,000/year for 10 years) in annexation “incentive funds” from NRG. It should be emphasized that the vast majority of this new annexation related revenue that would “flow” to the City post annexation will be generated by Area 1. Of the over \$900,000 in projected new property tax revenue the City will receive from the Northeast Antioch Annexation, approximately 97% will be generated by Area 1, with Area 2A only accounting for a little over \$12,700/year (about 1.4% of the total).

Jobs/Economic Development: The City’s other key reason for pursuing annexation of the Northeast Antioch Area is to enhance the region’s economic development potential in both the short and long term. The majority of the heavy industrial uses that previously occupied the area have disappeared over the years, in part due to State and Federal environmental regulations that restrict industrial uses from pumping water from the river and returning the processed water directly back to the river. Annexation to the City and DDSD would allow these large vacant and underutilized properties, as well as smaller parcels, to hook up to City utilities, thereby opening up hundreds of acres of land for new job creating industrial uses. New industrial development will further increase the area’s tax base, as well as bring new better paying jobs to the region.

If you need clarification on the preceding information, or have additional questions please contact Senior Planner Mindy Gentry (925) 779-7035 (mgentry@ci.antioch.ca.us) or contact Victor Carniglia, Consultant for the City of Antioch at 925-779-7036 (vcarniglia@municipalresourcegroup.com)

ATTACHMENT "F"

11. Environmental Impact of the Proposal:

The City of Antioch, as Lead Agency, prepared and adopted the Northeast Antioch Area Reorganization Initial Study/Mitigated Negative Declaration (IS/MND). The City's IS/MND identified potentially significant impacts resulting from Air Quality, Biological Resources, Cultural Resources, Hazards & Hazardous Materials and Noise. Mitigation measures have been provided for each potentially significant impact, reducing all to a less than significant level. Copies of the City's document were previously provided to Commissioners and are available for review in the LAFCO office. The LAFCO Environmental Coordinator finds the City's CEQA document sufficient for LAFCO purposes.

12.) Landowner Consent and Consent by Annexing Agency:

At the February 12 LAFCO hearing, members of the Sportsman Yacht Club advised LAFCO that they did not want to be annexed to the City of Antioch. At the direction of the Commission, City, County and LAFCO staff met with members of the yacht club, and property owners and residents of Area 2A to hear their concerns. A community meeting was held on February 27 at 6:30 p.m. at the New Bridge Marina Yacht Club, located in Area 2A. There were over 50 attendees at the meeting. City staff prepared a Frequently Asked Questions Concerning Annexation (Attachment 3) which was distributed at the community meeting. At the meeting, City, County and LAFCO staff addressed a range of issues and questions. City staff responded to questions relating to water and sewer services, utility connection fees/rates and potential funding/grant options, zoning and land use, police and marine patrol services, the City's ability to serve the area, curbs and sidewalks, access roads and easements, code enforcement and eminent domain. County staff provided information regarding environmental health and septic system requirements. LAFCO staff provided information regarding LAFCO's role, mission and authority, LAFCO proceedings, protest thresholds, islands and Disadvantaged Unincorporated Communities (DUCs). The majority of attendees indicated opposition to the annexation.

In addition, after the February 12 LAFCO meeting, County Elections advised LAFCO that they had miscalculated the number of registered voters in the annexation area. County Elections reports that there are 13 voters in the annexation area, instead of nine, as previously reported. This makes the area "inhabited" instead of "uninhabited" as previously reported, and changes the protest proceedings and thresholds. Thus, the Commission's action is subject to notice, hearing, as well as protest proceedings. If the Commission approves the annexation as proposed, a subsequent notice and protest hearing will follow. Authority to conduct the protest hearing has been delegated to the LAFCO Executive Officer.

13. Boundaries and Lines of Assessment:

Area 2A is contiguous to existing City of Antioch boundary. A map and legal description to implement the proposed boundary change have been received and are subject to approval by the County Surveyor.

On January 8, 2014, the Commission approved the annexation of Area 1, which is adjacent to Area 2A. The annexation of Area 2A will prevent the area from becoming an island, which would be surrounded by the City of Antioch to the west and south, the City of Oakley to the east, and the San Joaquin River to the north.

STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014

Prepared by: Ron Bernal, Public Works Director/City Engineer **REB**
Approved by: Steven Duran, City Manager
Date: April 8, 2014
Subject: ***Supplemental Staff Report: Black Diamond Ranch Project: Construction of Markley Creek Culvert Crossing Project and Somersville Road Widening Project***

RECOMMENDATION

1. Motion to approve the attached, ***revised*** Second Amendment to Settlement Agreement, Mutual Release and Covenant Not to Sue between the City of Antioch and Discovery Builders, Inc., Black Diamond Land Investors, LLC, Seecon Financial & Construction Co., SPPI-Somersville, Inc. and Somersville-Gentry, Inc. ("Second Amendment to the Settlement Agreement" – Attachment A) in order to resolve a number of disputes among the parties, and authorize the City Manager to sign the Second Amendment in substantially the same as attached to this report as determined by the City Manager and City Attorney;
2. Motion to amend the 611 Water Fund budget in the amount of \$445,869.96 to pay the Seeno entities; and
3. Motion to authorize the City Manager to execute a quitclaim of the Drainage Release as set forth in the Second Amendment and any related documents.

DISCUSSION

The staff report dated April 1, 2014 sets forth the details regarding the obligation of developer Discovery Builders to widen Somersville Road and the various issues with Discovery Builders and the Seeno entities, as well as the major terms of the proposed Second Amendment to the Settlement Agreement.

Consent calendar item 3.J addresses the related Agreement with Contra Costa County for the Widening and Maintenance of Somersville Road, because a portion of the right of way is in unincorporated Contra Costa County due to delays with the developer processing the annexation of the former Chevron Tank farm property and adjoining right of way property necessary for the widening of Somersville Road.

In discussing this related Agreement with the County, it became apparent that revisions were necessary to the Second Amendment to the Settlement Agreement, which are shown on the attached redline of the Second Amendment.

Item #3!
04/08/14

In particular, Section I.B.5 is added to the Settlement Agreement to read as follows:

5. DISCOVERY BUILDERS shall obtain an irrevocable offer of dedication to the City from the owner of the property described in Exhibit B and in section II.A.(2) below, which dedication will be accepted by the CITY within 10 business days after the City determines: a) DISCOVERY BUILDERS has completed the ROAD PROJECT in accordance with applicable requirements and in a condition to be accepted by CITY into the City streets system; and b) the property described in Exhibit B is annexed to the City of Antioch or the CITY and Contra Costa County have an agreement allowing for the City to accept and maintain the property described in Exhibit B and the improvements on it before annexation occurs. DISCOVERY BUILDERS agrees to the terms in the Agreement between the County of Contra Costa and the City of Antioch for the Joint Exercise of Powers Relating to the Widening and Maintenance of Somersville Road dated ____ (“JEP A”) and will undertake the Developer obligations described in that JEP A, including but not limited to warranty repairs to the ROAD PROJECT, reimbursement of County costs for development of the JEP A, reimbursement of the City’s costs for the annexation of property described in Exhibit B, insurance and indemnity protections for the City and County for the ROAD PROJECT, and allowing the property described in Exhibit B to be open to the public once the ROAD PROJECT is complete and the City accepts the dedication pursuant to the JEP A if that occurs before the annexation of this property to the City of Antioch.

FINANCIAL IMPACT

The City will receive \$72,143.05 from Discovery Builders for the Markley Creek Culvert Project and pay \$445,869.96 to the Seeno entities from the water fund to resolve the Mira Vista Water Tank fee credit dispute. The City is also agreeing to a lower development impact fee amount for up to five lots if a future Pointe project is approved.

The City will avoid ongoing litigation costs regarding the Mira Vista Water Tank fee credit and hopefully avoid litigation initiated by the Seeno entities regarding the Northeast Antioch Annexation Area, new development impact fees and existing dedications, exactions or fees on the existing development projects of the Seeno entities.

OPTIONS

1. Not agree to the revised Second Amendment to the Settlement Agreement
2. Provide direction to staff on further revised terms to the Second Amendment

ATTACHMENT

- A. Revised, Redline Second Amendment to the Settlement Agreement

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT,
MUTUAL RELEASE AND COVENANT NOT TO SUE**

THIS SECOND AMENDMENT TO SETTLEMENT AGREEMENT, MUTUAL RELEASE AND COVENANT NOT TO SUE (“**SECOND AMENDMENT**”) is entered into by and between the **CITY OF ANTIOCH**, a California municipal corporation (“**CITY**” and “**ANTIOCH**”), on the one hand, and **DISCOVERY BUILDERS, INC.**, a California corporation, **BLACK DIAMOND LAND INVESTORS, LLC**, a California limited liability company, **SEECON FINANCIAL & CONSTRUCTION CO., INC.**, a California corporation, **SPPI-SOMERSVILLE, INC.**, a California corporation, and **SOMERSVILLE-GENTRY, INC.**, a California corporation (collectively, “**DISCOVERY BUILDERS**”), on the other hand. These entities shall sometimes be collectively referred to as “**PARTIES**” and individually as “**PARTY**” in this **SECOND AMENDMENT**. Certain other signatories, identified below as “**OWNERS AND AFFILIATED ENTITIES**”, have agreed to certain releases as specified in this **SECOND AMENDMENT**.

RECITALS

- A. WHEREAS, on or about September 15, 2009, ANTIOCH, SPPI-Somersville, Inc., and Somersville-Gentry, Inc. entered into a Settlement Agreement, Mutual Release and Covenant Not to Sue (“Settlement Agreement”), which agreement was subsequently amended on June 14, 2011 (“Amendment”), in which, among other things, Discovery Builders, Inc., Black Diamond Land Investors, LLC, and Seecon Financial & Construction Co., Inc. each became a PARTY thereto (collectively, the “**2009 AGREEMENT**”).
- B. WHEREAS, by entering into this **SECOND AMENDMENT**, the **PARTIES** intend to amend the **2009 AGREEMENT** as expressly stated herein, but only as expressly stated herein, and do not intend to amend any other provisions of the **2009 AGREEMENT**.
- C. Definitions used in this Second Amendment are as defined in the **2009 AGREEMENT** unless otherwise indicated.
- D. WHEREAS, on or about April 10, 2013, **DISCOVERY BUILDERS** filed an arbitration action against Antioch in the JAMS Walnut Creek office entitled *Albert D. Seeno Construction Company v. City of Antioch*, JAMS Ref. No. 1100073616, seeking reimbursement for remaining costs incurred for the construction of the Mira Vista Water Tank.
- E. WHEREAS, **DISCOVERY BUILDERS** has had several other disputes with **CITY** regarding various development proposals and some of these disputes have resulted in litigation and/or other settlement agreements.
- F. WHEREAS, **DISCOVERY BUILDERS** has also expressed concerns to **CITY** regarding the proposed Northeast Antioch Annexation Reorganization as generally described in the May 2013 Mitigated Negative Declaration prepared by Circlepoint

(“Northeast Area Annexation”), a proposal that CITY considers vital to the future well-being of its residents.

- G. WHEREAS, DISCOVERY BUILDERS has expressed a desire to rezone several parcels from non-residential to residential designations including the Proposed Rialto Place Project(former Gentry Property APN 076-010-030, 076-010-031 and 076-010-032), the Proposed Villa Sorrento Project(APN 076-021-012, 076-021-017 and 076-021-018), and to re-subdivide Oakley Knolls-Subdivision 8501, and develop the existing residentially zoned Proposed Quail Cove Project; and to have CITY diligently process these projects through CITY staff for consideration by CITY Planning Commission and Council.
- H. WHEREAS, the PARTIES have been engaged in a productive dialogue regarding the various disputes and desire to establish a more cooperative relationship not only to resolve these specific disputes but also minimize future disputes regarding DISCOVERY BUILDERS’ properties and development proposals within CITY.

AMENDMENT

In consideration of the mutual obligations, benefits, and other valuable consideration set forth in this SECOND AMENDMENT and in the 2009 AGREEMENT and other agreements referenced below, and to clarify those obligations and benefits, and in the interest of avoiding costly and time-consuming litigation or other dispute resolution, the PARTIES hereby agree as follows:

- I. **Black Diamond Project** is generally located west of the Somersville Road / James Donlon Boulevard intersection and as defined and approved in City Council Resolution No. 98/164 and Planning Commission Resolution 03-29 (“Black Diamond Project”).
- A. **Markley Creek Culvert Project.** Pursuant to Section 2 of the Amendment, the parties agree that DISCOVERY BUILDERS shall reimburse CITY the sum of \$1,349,484.40 for the Culvert Project costs in full satisfaction of DISCOVERY BUILDERS’ reimbursement obligations therefor. DISCOVERY BUILDERS shall pay such reimbursement through (i) use of the remaining CREDIT of \$1,277,341.75 (resulting in a zero CREDIT balance) and (ii) payment to CITY of the sum of \$72,143.05. Such payment shall be made by check to CITY within ten (10) days of the Effective Date of this Second Amendment. Upon such payment being received by CITY, the parties agree that the obligations in Sections 2(d) and 2(i) of the Amendment have been satisfied. The parties (as well as the OWNERS AND AFFILIATED ENTITIES as defined below)also agree that, as of the Effective Date of this Second Amendment, there is no remaining CREDIT pursuant to Section V.3 of the Settlement Agreement; that DISCOVERY BUILDERS and all related and affiliated individuals and companies to these entities, Albert D. Seeno Jr., Albert D. Seeno III, which companies exist now or in the future (“OWNERS AND AFFILIATED ENTITIES”)release CITY from any claims, costs, causes of action, damages, injunctive relief or other relief related to that CREDIT; and that the obligations of CITY and of the Antioch Development Agency(and its successors) under Sections 2(a), 2(b), 2(c), 2(f), 2(g), 2(h) and 2(p) of the Amendment, and of CITY under Section V.5 of the Agreement, have all been fully satisfied.

B. Somersville Road

1. Pursuant to section V.2 of the Settlement Agreement and Section 2(n) of the Amendment, DISCOVERY BUILDERS will complete the ROAD PROJECT by December 31, 2014, with the landscaping described below completed by July 1, 2015. If the road and landscaping is not completed by these deadlines, DISCOVERY BUILDERS shall be required to pay the City \$5000 per month pursuant to Section 2(o) of the Amendment. DISCOVERY BUILDERS also acknowledges and confirms its agreement to comply with its existing obligations in section 2(o), 2(q), 2(s), 2(t) of the Amendment.
2. To assist DISCOVERY BUILDERS in meeting the deadlines for construction of the ROAD PROJECT, CITY agrees to close Somersville Road continuously to through traffic for no more than 105 calendar days, with the road closure starting no sooner than May 15, 2014 and ending no later than September 1, 2014. CITY further agrees to allow two lanes of traffic if needed by DISCOVERY BUILDERS for the period of time from September 1, 2014 through December 31, 2014. CITY's obligation to close Somersville Road as set forth in this Paragraph I.B.2. shall not take effect unless (i) DISCOVERY BUILDERS has submitted a traffic control plan in compliance with all applicable CITY requirements by April 1, 2014; and (ii) CITY has approved that traffic control plan. CITY shall promptly process and, provided that it complies with all applicable requirements, approve any such traffic control plan. CITY shall review and respond to the traffic control plan submittal within fourteen (14) days of submission. All applicable traffic control measures contained within the approved traffic control plan for each phase shall be in place a minimum of 30 days prior to full street closure and until the project is reopened.
3. CITY agrees to work with DISCOVERY BUILDERS to modify and re-approve the Improvement Plans for the ROAD PROJECT prepared by Isakson and Associates and signed by CITY on June 15, 2007 ("Improvement Plans") as follows:
 - a. The storm drain pipe from Somersville Road to the drainage outfall area on the Proposed Tuscan Meadows Project may be omitted and the open earth ditch may be permitted, installed and maintained at the cost of DISCOVERY BUILDERS over the Proposed Tuscan Meadows Project (defined below) property (APN 089-150-013) and owned by Secon Built Homes, Inc. (a company affiliated with Albert D. Seeno Jr.) but only until such time as the Proposed Tuscan Meadows Project requires the installation of any underground piping system. A drainage release, in the form attached as Exhibit A-1, shall be executed and recorded on the Proposed Tuscan Meadows Project property to allow the drainage from Somersville Road through the ditch ("Drainage Release"). Upon acceptance of the construction of the underground storm water piping system and acceptance of the associated recorded, permanent property right for the stormwater (e.g. easement, right of way including stormwater) by the jurisdiction where the Proposed Tuscan Meadows Project is located, CITY through its City Manager shall execute a Quitclaim of Drainage Release in the form attached as Exhibit A-2 within five (5) working days of such request. Should a title company require any further documentation from CITY in order to

remove the Drainage Release from title to the Proposed Tuscany Meadows Project property, CITY shall promptly respond to such request within five (5) working days of such request.

- b. Landscaping
 - i. All of the Somersville landscaping shown on the Odyssey Design Group Improvement Plans signed September 27, 2007 (“Landscape Plans”) will be completed with the construction of Somersville Road, with the exception of landscaping along the west side of Somersville south of Station 8+40, which is not required to be constructed.
 - ii. Provided it is verified as acceptable by CITY, DISCOVERY BUILDERS may make a connection to the 16-inch Zone III water main to provide median irrigation water. Based on an analysis to be completed by Brown & Caldwell at DISCOVERY’s request and expense, and if approved by CITY, the water main diameter within Somersville Road may be adjusted.
 - c. CITY will not require installation of a sidewalk and retaining wall along the east side of Somersville Road along CITY property frontage adjacent to the closed landfill. In lieu of installing a sidewalk and retaining wall, DISCOVERY BUILDERS shall grade and place a 6- foot wide decomposed granite path over compacted aggregate base along CITY property frontage on the east side of Somersville Road up to the driveway at Station 18+64 where it will become a 6’ concrete sidewalk up to Station 21+00.
 - d. DISCOVERY BUILDERS shall include the following in the ROAD PROJECT revised Improvement Plans: (i) sewer and water and stormdrain stubs for future development on the east side of Somersville Road (approved Sequoia Business Park/proposed Rialto Place Project which has yet to receive CITY approvals); (ii) irrigation stubs/services to the east and west side of Somersville Road so when the frontage landscaping is installed, cut backs into Somersville Road will not be necessary; and (iii) conduit for the future signal at Sequoia Avenue and Somersville Road.
 - e. DISCOVERY BUILDERS shall be responsible for all associated CITY staff time plan review costs up to a cap of \$5000 regarding the revisions to the Improvement Plans and Landscape Plans; i.e. CITY will not charge DISCOVERY BUILDERS for the costs incurred in excess of \$5,000. Any consultant time for the water line resizing shall be reimbursed by DISCOVERY BUILDERS at cost regardless of the cap.
4. Prior to commencing improvements on Somersville Road as set forth above, DISCOVERY BUILDERS shall obtain the Drainage Release referred to in Section I.B.3(a) above to be recorded over APN089-150-013 for the benefit of the CITY for the purpose of overland drainage from Somersville Road to an established drainage outfall maintained by the owner of the property and successor and assigns. DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES release the City from all claims, and agrees to indemnify, defend and hold harmless the City and its officers, employees and agents from any claims, costs, causes of action,

damages, injunctive relief or other relief arising from, or related to, claims arising from the ditch or drainage on the Tuscany Meadows Property, except where such claims or damages arise from the gross negligence or willful failure of CITY to maintain Somersville Road. This obligation of DISCOVERY BUILDERS AND OWNERS AND AFFILIATED ENTITIES to release, indemnify, defend and hold harmless the City and its officers, employees and agents shall survive the Quitclaim of Drainage Release referred to in Section I.B.3(a) above.

5. DISCOVERY BUILDERS shall obtain an irrevocable offer of dedication to the City from the owner of the property described in Exhibit B and in section II.A.(2) below, which dedication will be accepted by the CITY within 10 business days after the City determines: a) DISCOVERY BUILDERS has completed the ROAD PROJECT in accordance with applicable requirements and in a condition to be accepted by CITY into the City streets system; and b) the property described in Exhibit B is annexed to the City of Antioch or the CITY and Contra Costa County have an agreement allowing for the City to accept and maintain the property described in Exhibit B and the improvements on it before annexation occurs. DISCOVERY BUILDERS agrees to the terms in the Agreement between the County of Contra Costa and the City of Antioch for the Joint Exercise of Powers Relating to the Widening and Maintenance of Somersville Road dated _____ (“JEPA”) and will undertake the Developer obligations described in that JEPA, including but not limited to warranty repairs to the ROAD PROJECT, reimbursement of County costs for development of the JEPA, reimbursement of the City’s costs for the annexation of property described in Exhibit B, insurance and indemnity protections for the City and County for the ROAD PROJECT, and allowing the property described in Exhibit B to be open to the public once the ROAD PROJECT is complete and the City accepts the dedication pursuant to the JEPA if that occurs before the annexation of this property to the City of Antioch.

C. As to the Black Diamond Project, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES agree that all CITY obligations under Section V.6 of the Settlement Agreement have been satisfied. DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES also unconditionally release the CITY from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, its contributions pursuant to the Residential Development Allocation program as set forth in City Council Resolution No. 2003/92 and the Development Agreement for the Black Diamond Project dated October 14, 2003, and to any other fees, dedications or exactions related to the Black Diamond Project that have been imposed or should have been known as of the Effective Date. With respect to the foregoing waiver and release, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES understand and knowingly and specifically waive their rights under California Civil Code section 1542 that provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor.”

II. **Proposed Tuscany Meadows Project** is proposed to be located generally on the west side of Somersville Road to the south of Buchanan Road as defined and described in the City of Pittsburg's Notice of Preparation of an Environmental Impact Report for the Proposed Tuscany Meadows Project dated November 29, 2012 ("Proposed Tuscany Meadows Project").

A. CITY acknowledges that the Proposed Tuscany Meadows Project is being proposed for annexation to, and development within, the City of Pittsburg. CITY shall not challenge or object to the annexation to the City of Pittsburg of the properties included in the Proposed Tuscany Meadows Project (as of November 29, 2012), provided that the following conditions are satisfied:

(1) the City of Pittsburg boundary line is moved on Somersville Road to just east of the proposed CMU (concrete masonry unit) or precast masonry wall ("Wall");

(2) in the jurisdiction of Antioch, adjacent to the Proposed Tuscany Meadows Project, an irrevocable offer of dedication of the right of way is provided to CITY by the property owner, in the form attached as Exhibit B, to dedicate the property that includes the sidewalk and minimum 18-foot future landscaping between the back of curb and Wall north of the Markley Creek culvert crossing to the Contra Costa Water District Canal;

(3) the design of the landscaping described in subsection (A)(2) above shall be approved by CITY and its installation by DISCOVERY BUILDERS shall be approved in accordance with the procedures set forth in Section 2.n of the 2011 Amendment to the 2009 AGREEMENT;

(4) CITY will maintain the right of way and landscaping described in Subsection (A)(2) above, but the Wall shall be maintained by the Proposed Tuscany Meadows Project or homeowners of that Project with the City responsible for removing graffiti on the east exterior side of the Wall only;

(5) concurrently with the annexation of the Proposed Tuscany Meadows Project property to the City of Pittsburg, DISCOVERY BUILDERS shall process and pay all costs involved with the CITY petitioning LAFCO to annex the property east of the Wall along the Proposed Tuscany Meadows Project frontage to the City of Antioch;

(6) CITY retains the right to comment upon, object to, appeal, and otherwise challenge any decisions, actions, or approvals regarding the Proposed Tuscany Meadows Project and environmental review for that project, including the environmental review for the annexation, by the City of Pittsburg and any other governmental agency.

B. CITY agrees not to block, impair or impede vehicular access to Somersville Road from or to the Proposed Tuscany Meadows or Proposed Rialto Place projects at the current intersection of Sequoia Drive and Somersville Road as shown on the existing Sequoia Business Park final map for Subdivision 7120 if: 1) all CEQA traffic and other traffic and public safety requirements of the Proposed Tuscany Meadows and Proposed Rialto Place projects at Somersville Road and Sequoia Drive are met by the developer of the Projects at no cost to CITY; and 2) Somersville ROAD PROJECT is completed and accepted.

C. For six years from the Effective Date or until any portion of the future James Donlon Boulevard Extension is open for traffic, whatever occurs first, CITY agrees to grant a temporary non-exclusive encroachment permit to DISCOVERY BUILDERS over a portion of the unopened James Donlon Boulevard identified in attached Exhibit C dated

March 20, 2014 granting DISCOVERY BUILDERS the right to transport fill material from the Sky Ranch II Project to the proposed Tuscany Meadows Project. The encroachment permit shall be in accordance with City standards and ordinances (including but not limited to limitations on hours, noise, etc.) and the requirements below. DISCOVERY BUILDERS shall repair and restore the area impacted by this dirt moving operation to the condition that existed immediately prior to commencement of work. This permission to use the future James Donlon Boulevard area and requirement to repair and restore the impacted area shall not be effective until DISCOVERY BUILDERS obtains an encroachment permit from CITY and provides a bond or other security acceptable to the CITY to ensure any necessary repair and restoration occurs.

III. Mira Vista Project is generally located south of James Donlon Boulevard in southwest Antioch and as generally described in the project approvals including the final map and improvement plans approved in City Council Resolution No. 94/88 (“Mira Vista Project”) and the **Meadow Creek Project** is generally located south of Lone Tree Way and east of Hillcrest Avenue as generally described in the project approvals including the Vesting Tentative Map Tract 7111 approved in City Council Resolution No.89/346 (“Meadow Creek Project”).

- A. CITY shall pay to DISCOVERY BUILDERS the lump sum of \$445,869.96 as a check made payable to Albert D. Seeno Construction Co. as full and final reimbursement by CITY for the Mira Vista water tank costs within ten (10) days after the Effective Date of this SECOND AMENDMENT. Within five (5) days of receiving such payment, DISCOVERY BUILDERS shall dismiss with prejudice the pending arbitration regarding the Mira Vista Project filed in JAMS Walnut Creek office on April 10, 2013, *Albert D. Seeno Construction Company v. City of Antioch*, JAMS Ref. No. 1100073616 (“Arbitration”). The PARTIES agree to stay the Arbitration in the interim.
- B. DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES agree that all of CITY’s obligations under the 1994 Mutual Settlement Agreement (Meadow Creek Estates/City of Antioch) have been satisfied and unconditionally releases the CITY from any claims, costs, causes of action, damages, injunctive relief or other relief, arising from, or related to, the costs, fees, dedications or exactions related to the Mira Vista Project and Meadow Creek Project.
- C. As to the Mira Vista Project and Meadow Creek Projects, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES agree that all of CITY’s obligations under Section V.6 of the Settlement Agreement have been satisfied and it unconditionally releases CITY from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, the fees, dedications or exactions related to those Projects. With respect to the foregoing waiver and release, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES understand and knowingly and specifically waive their rights under California Civil Code section 1542 that provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor.”

- IV. **Proposed Pointe Project** is generally located at the intersection of James Donlon Boulevard and Somersville Road (APN 089-160-010) for which the City Council allowed an application for development of the subject parcel under certain conditions pursuant to Resolution No. 2005/133 and as described in the proposed Mitigated Negative Declaration dated March 2013 and prepared by Douglas Herring & Associates (“Proposed Pointe Project”).

DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES unconditionally release the CITY from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, the Residential Development Allocation program for the Proposed Pointe Project or denial of the Project presented to the City Council on January 28, 2014. This release does not apply to any future applications submitted, if any, for development on all or a portion of the Property (APN 089-160-010). If DISCOVERY BUILDERS submits a future application for development of this Property, CITY shall utilize relevant information from the March 2013 Mitigated Negative Declaration prepared by Douglas Herring & Associates in preparing the subsequent environmental review in an effort to reduce costs. With respect to the foregoing waiver and release, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES understand and knowingly and specifically waive their rights under California Civil Code section 1542 that provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor.”

- V. **Northeast Antioch Area Reorganization** is generally described in the May 2013 Proposed Mitigated Negative Declaration prepared by Circlepoint (“Northeast Area Annexation”).

The Northeast Area Annexation is a critical component of CITY’s long-term vision for its orderly development, maintenance of the quality of life for its residents, protection of the general and regional welfare, and long-term fiscal health of CITY. DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES, shall not challenge, object or file any lawsuit or cause of action or instigate or assist any other person or corporation to challenge, object, or file any lawsuit or cause of action arising from, or related to the Northeast Area Annexation (including but not limited to any related rezoning or other planning approval and any environmental documentation or actions under CEQA). DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES unconditionally release CITY from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, the Northeast Area Annexation. With respect to the foregoing waiver and release, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES understand and knowingly and specifically waive their rights under California Civil Code section 1542 that provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor.”

- VI. **Impact Fees.**

- A. DISCOVERY BUILDERS, and OWNERS AND AFFILIATED ENTITIES shall not challenge, object or file any lawsuit or cause of action or instigate or assist any other person or corporation to challenge, object, or file any lawsuit or cause of action arising from, or related to, (1) the CITY's prior, existing and currently proposed (ordinance introduced at the March 11, 2014 City Council meeting) Residential Development Allocation program; (2) CITY's current development impact fees adopted pursuant to California Government Code section 66000 (AB 1600) and park in-lieu fees adopted pursuant to the Subdivision Map Act and any other impact fee, dedication or exaction requirements under the Antioch Municipal Code currently in effect or as applied to any project of DISCOVERY BUILDERS or any OWNERS AND AFFILIATED ENTITIES entitled in the City of Antioch as of the Effective Date; and (3) the proposed development impact fees pursuant to California Government Code section 66000 (AB 1600) and park in-lieu fees adopted pursuant to the Subdivision Map Act as described in the Development Impact Fee Study by Economic & Planning Systems, Inc. dated February 2014 and introduced by ordinance at the March 11, 2014 City Council meeting.
- B. CITY agrees that remaining lots in the existing recorded final map for the 286-lot Black Diamond Project for which a building permit has not been issued as of the Effective Date will be subject to the City's impact fees in place on March 1, 2014 and not the proposed development impact fees cited in this Section VI(A)(3). In the event an application for residential development on the subject parcel identified in Section IV above (089-160-010) is approved by CITY, then the CITY agrees that no more than five (5) lots in such development will be subject to the CITY's impact fees in place on March 1, 2014, and not the proposed development impact fees cited in this Section VI(A)(3). Additional lots in excess of these five (5) lots would be subject to all impact fees in effect at time of building permit issuance. Nothing in this provision is intended to be construed as an agreement or approval by the CITY of any development on the subject parcel identified in Section IV above (089-160-010).
- C. DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES unconditionally release CITY from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, the Residential Development Allocation program and development impact fees, dedications and exactions as described above. With respect to the foregoing waiver and release, DISCOVERY BUILDERS and OWNERS AND AFFILIATED ENTITIES understand and knowingly and specifically waive their rights under California Civil Code section 1542 that provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor."

VII. General Provisions.

- A. For purposes of this SECOND AMENDMENT, the term "Effective Date" shall mean the date of the public meeting when the ANTIOCH City Council adopts and approves this SECOND AMENDMENT, provided that DISCOVERY BUILDERS has already approved and executed this SECOND AMENDMENT.

- B. This SECOND AMENDMENT may be executed in one (1) or more counterparts, each of which shall be deemed an original, notwithstanding that the signatures and the PARTIES' designated representatives do not appear on the same page, all of which when taken together shall constitute one (1) and the same instrument and which shall be binding on the PARTIES.
- C. The PARTIES agree to execute such other documents and perform such other acts as may be reasonably requested to carry out this SECOND AMENDMENT in a reasonable and timely manner.
- D. The PARTIES agree that this SECOND AMENDMENT reflects the joint drafting efforts of the PARTIES. In the event any dispute, disagreement, or controversy arises regarding this SECOND AMENDMENT, the PARTIES shall be considered joint authors and no provision shall be interpreted against any PARTY because of authorship. Each PARTY also agrees that it is fully informed as to the meaning and intent of all terms and conditions of the SECOND AMENDMENT as a whole and has been advised by counsel in that regard. This SECOND AMENDMENT is the product of negotiation and preparation by and between the PARTIES to this SECOND AMENDMENT and their respective attorneys. The PARTIES therefore expressly acknowledge and agree that this SECOND AMENDMENT shall not be deemed prepared or drafted by one (1) PARTY or another, or its attorneys, and will be construed accordingly.
- E. Each PARTY warrants and agrees that this SECOND AMENDMENT may not be altered, amended, modified, or otherwise changed except in writing duly executed by an authorized representative of each of the PARTIES which expressly agrees to a modification of the SECOND AMENDMENT and which is duly executed by an authorized representative of each PARTY. In the event any nonmaterial provisions contained in this SECOND AMENDMENT shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this SECOND AMENDMENT.
- F. Each signatory to this SECOND AMENDMENT warrants and represents that he or she is competent and authorized to enter into this SECOND AMENDMENT on behalf of the PARTY or PARTIES for whom he or she purports to sign.
- G. Except as amended herein, all other provisions of the 2009 SETTLEMENT AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES enter into and date this SECOND AMENDMENT this ____ day of _____, 2014.

DISCOVERY BUILDERS:

ALBERT D. SEENO, Jr.

By: _____

ALBERT D. SEENO, III

By: _____

DISCOVERY BUILDERS, INC.
a California corporation

By: _____

Name: Albert D. Seeno, III
Its: President

BLACK DIAMOND LAND INVESTORS, LLC, a
California limited liability company

By: DISCOVERY BUILDERS, INC.,
a California corporation
Its: Manager

By: _____

Name: Albert D. Seeno, III
Its: President

**SEECON FINANCIAL & CONSTRUCTION CO.,
INC.,** a California corporation

By: _____

Name: Albert D. Seeno, Jr.
Its: President

SPPI-SOMERSVILLE, INC.
a California corporation

By: _____
Name: Albert D. Seeno, Jr.
Its: President

SOMERSVILLE-GENTRY, INC.,
a California corporation

By: _____
Name: Albert D. Seeno, Jr.
Its: President

APPROVED AS TO FORM:

Dated: _____

JEANNE C. PAVAO
Attorney for Discovery Builders, Inc., Black Diamond
Land Investors, LLC, Seecon Financial &
Construction Co., Inc., SPPI-Somersville, Inc., and
Somersville-Gentry, Inc.

ANTIOCH:

CITY OF ANTIOCH,
a California municipal corporation

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

Dated: _____

ROBERT S. PERLMUTTER
Attorney for the City of Antioch

Exhibit A-1 – Drainage Release and Agreement

Exhibit A-2 – Quitclaim of Drainage Release and Agreement

Exhibit B – Irrevocable Offer of Dedication for Somersville Road Widening

Exhibit C – James Donlon Boulevard encroachment area

PLEASE RECORD AND
WHEN RECORDED MAIL TO:

City of Antioch
Third and "H" Streets
Antioch, CA 94509
Attn: City Attorney

DRAINAGE RELEASE AND AGREEMENT

THIS DRAINAGE RELEASE AND AGREEMENT ("Release") is made this ____ day of _____, 2014, by Seecon Built Homes, Inc., herein called "Owner" and the City of Antioch, herein called "City."

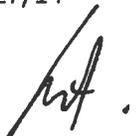
WITNESSTH:

WHEREAS, Owner's Property, which is commonly known as Tuscany Meadows (Assessor's Parcel No. 089-150-013) is described and shown in Exhibits "1" and "2" attached hereto and made a party hereof; and

WHEREAS, Owner's Property has historically accepted drainage from Somersville Road area; and

WHEREAS, pursuant to the approvals for the Black Diamond Ranch, including a Development Agreement dated October 14, 2003 among the City, Discovery Builders and Seecon Financial and Construction Co., affiliated companies of Owner, Improvement Agreement dated March 17, 2004, Deferred Improvement Agreement dated May 1, 2007, as well as a Settlement Agreement, Mutual Release and Covenant Not to Sue dated September 15, 2009 and amended on June 14, 2001, Discovery Builders and affiliated companies of

03/27/14



Owner agreed to widen Somersville Road south of the Contra Costa Canal, which includes the area adjacent to the east boundary of the Owner's Property; and

WHEREAS, pursuant to the Improvement Plans prepared by Isakson and Associates on behalf of Discovery Builders and affiliated companies of Owner and signed by the City on June 15, 2007, the design of the Somersville Road Widening Project as shown on the Improvement Plans will collect drainage waters from roadway surfaces to be conveyed by an underground pipe to an existing downstream discharge pipe under the Contra Costa Canal and;

WHEREAS, pursuant to the Second Amendment to Settlement Agreement, Mutual Release and Covenant Not to Sue dated _____ ("Second Amendment to the Settlement Agreement"), Discovery Builders and affiliated companies of Owner now desire certain revisions to these Improvement Plans, including the option not to construct an underground pipe to handle the storm water flow and instead to use an open earth ditch across Owner's Property until Owner's Property is developed;

NOW, THEREFORE, the Owner, based on consideration in the Second Amendment to the Settlement Agreement and being allowed to defer construction of the underground storm water pipe, agrees to accept the flow of drainage waters from the widened Somersville Road indefinitely subject to the following terms and conditions:

1. As set forth in the Second Amendment to the Settlement Agreement, upon completion of the Somersville Road Widening Project, the drainage waters flowing from and through the right of way, including but not limited to the roadway, landscaping and sidewalk, may discharge onto the Owner's Property at Point A, the approximate location as shown on Exhibit "2". Owner will accept such waters and construct either a swale or a pipe, at its sole option, to

03/27/14



transport such waters to the existing point of discharge from the Owner's Property at Point B, the approximate location as shown

on Exhibit "2". Owner may at its sole discretion relocate such swale or pipe provided the drainage waters from Somersville Road continue to be accommodated. Owner shall be responsible for the maintenance of such swale or pipe. In addition, future development of the Owner's Property shall be designed to accommodate such drainage waters.

2. Upon installation of a permanent underground storm water piping system which will convey the drainage waters from Somersville Road to the final point of discharge, and acceptance of Owner's dedication of underground storm water piping system and acceptance of the associated recorded, permanent property right for the storm water (e.g. easement, right of way including storm water) by the jurisdiction where Owner's Property is located, this Release shall automatically terminate and Owner shall be entitled to record the Quitclaim Deed, a copy of which is attached as Exhibit "3". City agrees to cooperate with Owner and promptly provide any additional documentation necessary to remove this Release from title to Owner's Property.

3. Owner and Albert D. Seeno Jr., on behalf of any companies affiliated with him, release the City and agree to indemnify, defend and hold harmless the City and its officers, employees and agents from any claims, costs, causes of action, damages, injunctive relief or other relief arising from, or related to, claims arising from the drainage on Owner's Property, except where such claims or damages arise from the gross negligence or willful failure of City to maintain Somersville Road. Owner and Albert D. Seeno Jr., on behalf of any companies affiliated with him, agree that they expressly waive, for themselves and any successor in interest, the provisions of Section 1542 of the Civil Code of the State of California, which reads as follows:

03/27/14

A handwritten signature in black ink, appearing to be 'A. Seeno', is located in the bottom right corner of the page.

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing of this release, which if known by him or her must have materially affected his or her settlement with the debtor.

THIS RELEASE shall run with the land and be binding upon the heirs, successors, and assigns of Owner and any public successor to the City.

OWNER

SEECON BUILT HOMES, INC.

By: _____
Albert D. Seeno, Jr.
President

ALBERT D. SEENO, JR.

By: _____
Albert D. Seeno, Jr.

CITY OF ANTIOCH

By: _____

03/27/14

A handwritten signature in black ink, appearing to be 'A.D. Seeno', is located in the bottom right corner of the page.

EXHIBIT 1

The land situated in the unincorporated area of the County of Contra Costa, State of California, and described as follows:

PARCEL ONE:

Parcel B, as shown on the Parcel Map filed January 22, 1987, in Book 126 of Parcel Maps, Page 7, Contra Costa County Records, described as follows:

EXCEPTING FROM PARCEL ONE:

A portion of Parcel B, as shown on the Parcel Map filed January 22, 1987, in Book 126 of Parcel Maps, Page 7, Contra Costa County Records, described as follows:

Beginning at the southwest corner of Parcel A, as shown on said Map (126 P.M. 7); thence from said point of beginning, North 89° 06' 48" West, along the south line of said Parcel A, 1124.96 feet; thence South 0°52' 40" West, 142.20 feet; thence South 89° 06' 48" East, 1124.94 feet; thence North 0° 53' 02" East 142.20 feet to the point of beginning.

(Being Area 2 as shown on the Record of Survey Lot Line Adjustment LL 20-87, filed January 13, 1988, in Book 86 of Licensed Surveyors Maps, Page 24, Contra Costa County Records.)

ALSO EXCEPTING FROM PARCEL ONE: The following rights reserved in the Deed from Chevron U.S.A. Inc., a Pennsylvania corporation, recorded February 2, 1987, Book 13424, Page 141, Series No. 87-24729, Official Records:

A) All oil, gas and other hydrocarbons; non-hydrocarbon gasses or gaseous substances; all other minerals of whatsoever nature, without regard to similarity to the above-mentioned substances; and all substances that may be produced therewith from said real property.

B) All geothermal resources, embracing: indigenous steam, hot water and hot brines; steam and other gasses, hot water and hot brines resulting from water, gas or other fluids artificially introduced into subsurface formations; heat or other associated energy found beneath the surface of the earth; and byproducts of any of the foregoing such as minerals (exclusive of oil or hydrocarbon gas that can be separately produced) which are found in solution or association with or derived from any of the foregoing.

C) The sole and exclusive right from time to time to bore or drill and maintain wells and other works into and through said real property and adjoining streets, roads and highways below a depth of five hundred feet (500') for the purpose of exploring for and producing energy resources and the right to produce, inject, store and remove from and through said bores, wells or works, oil, gas, water, and other substances of whatever nature, and the right to perform below said depth any and all operations deemed by Grantor necessary or convenient for the exercise of such rights. The rights hereinabove excepted and reserved to Grantor do not include and do not except or reserve to Grantor any right of Grantor to use the surface of said real property or the first five hundred feet (500') below said surface or to conduct any operations thereon or therein. Unless hereinafter specifically excepted and reserved, all rights and interests in the surface of said real property are hereby conveyed to Grantee.



PARCEL TWO:

A Portion of Parcel A as shown on the Parcel Map filed January 22, 1987, in Book 126 of Parcel Maps, page 7, Contra Costa County records, described as follows:

Beginning at the northwest corner of said Parcel A; thence from said point of beginning, along the exterior line of said Parcel A as follows: South 0°52' 40" West, 849.99 feet and South 89°06' 48" East, 100.00 feet; thence North 0°52' 40" East, 175.56 feet; thence northeasterly along the arc of a tangent curve to the right with a radius of 750.00 feet, through a central angle of 36° 22' 25", an arc distance of 476.13 feet; thence North 37° 15' 05" East, 49.62 feet; thence North 42° 57' 43" East, 60.30 feet; thence North 37° 15' 05" East, 180.03 feet to the north line of said Parcel A; thence North 89° 07' 20" West, along said North line, 422.73 feet to the point of beginning.

(Being Area 1, as shown on the record of Survey Lot Line Adjustment LL 20-87, filed January 13, 1988, in Book 86 of Licensed Surveyors Maps, page 24, Contra Costa County Records.)

EXCEPTING FROM PARCEL TWO: The following rights reserved in the Deed from Chevron U.S.A. Inc., a Pennsylvania corporation, recorded May 9, 1989, Book 15053, Page 667, Series No. 89-84454, Official Records:

A): All oil, gas and other hydrocarbons; non-hydrocarbon gasses or gaseous substances; all other minerals of whatsoever nature, without regard to similarity to the above-mentioned substances; and all substances that may be produced therewith from said real property.

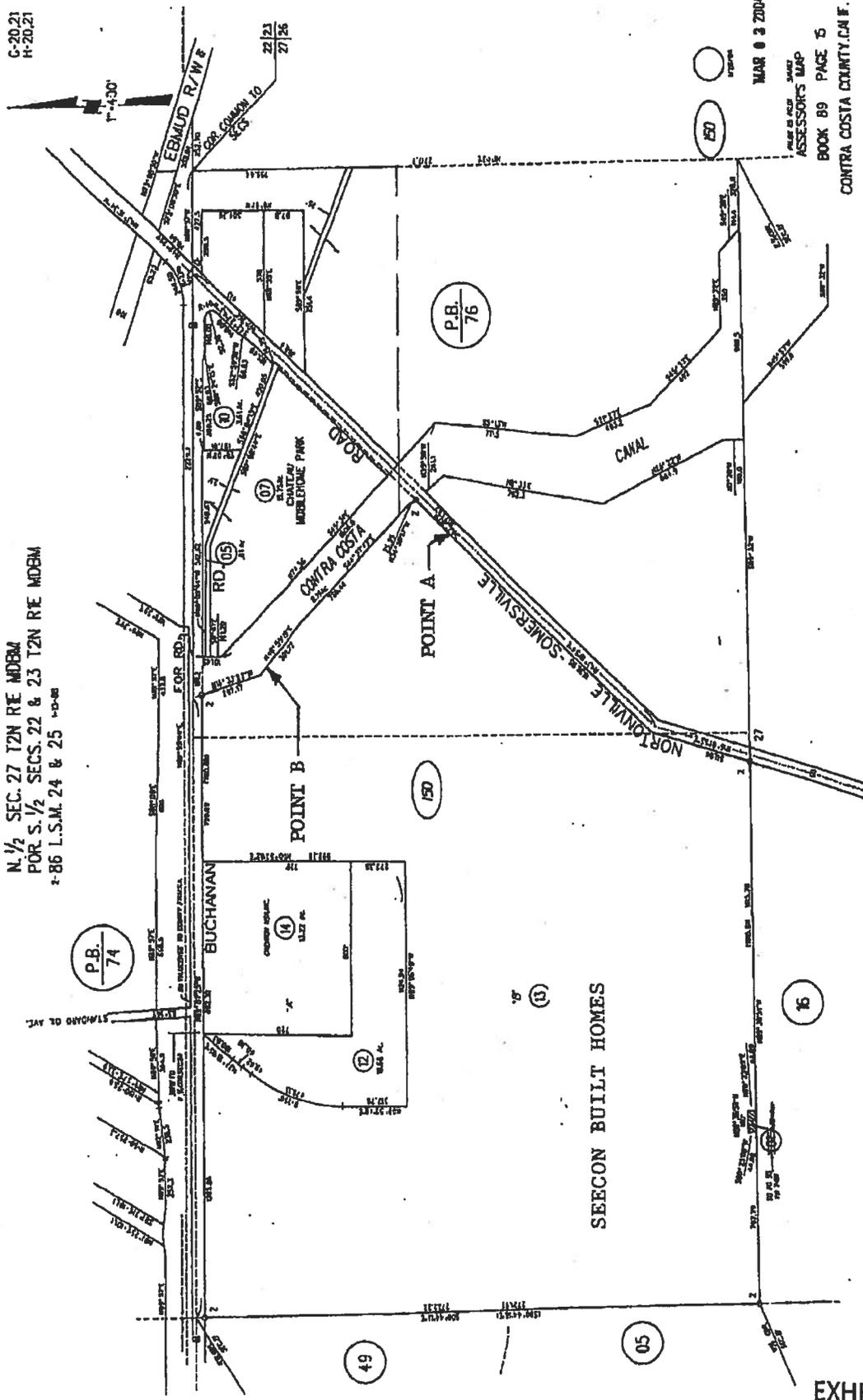
B) All geothermal resources, embracing: indigenous steam, hot water and hot brines; steam and other gasses, hot water and hot brines resulting from water, gas or other fluids artificially introduced into subsurface formations; heat or other associated energy found beneath the surface of the earth; and byproducts of any of the foregoing such as minerals (exclusive of oil or hydrocarbon gas that can be separately produced) which are found in solution or association with or derived from any of the foregoing.

C) The sole and exclusive right from time to time to bore or drill and maintain wells and other works into and through said real property and adjoining streets, roads and highways below a depth of five hundred feet (500') for the purpose of exploring for and producing energy resources and the right to produce, inject, store and remove from and through said bores, wells or works, oil, gas, water, and other substances of whatever nature, and the right to perform below said depth any and all operations deemed by Grantor necessary or convenient for the exercise of such rights. The rights hereinabove excepted and reserved to Grantor do not include and do not except or reserve to Grantor any right of Grantor to use the surface of said real property or the first five hundred feet (500') below said surface or to conduct any operations thereon or therein. Unless hereinafter specifically excepted and reserved, all rights and interests in the surface of said real property are hereby conveyed to Grantee.

(End of Legal Description)

C-20.21
H-20.21

N. 1/2 SEC. 27 T2N R1E MDEBM
POR S. 1/2 SECS. 22 & 23 T2N R1E MDEBM
±86 L.S.M. 24 & 25 ±±±±



P.B. 74

50

49

05

16

P.B. 76

50

50

MAR 03 2004
MADE IN ACC. TO
ASSESSOR'S MAP
BOOK 89 PAGE 15
CONTRA COSTA COUNTY, CALIF.

EXHIBIT 2

EXHIBIT A-2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Seecon Built Homes, Inc.
Attn.: Albert D. Seeno, Jr.
4061 Port Chicago Hwy.
Concord, CA 94520

Space Above This Line For Recorder's Use

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged,
CITY OF ANTIOCH, a municipal corporation ("CITY") does hereby RELEASE, REMISE and
QUITCLAIM to SEECON BUILT HOMES, INC., a California corporation ("Seecon"), any and
all of CITY's right, title and interest in that certain Drainage Release and Agreement entered into
by and between CITY and SEECON and recorded in the Recorder's Office of Contra Costa
County, California on _____, 201_, as Instrument No. _____.

IN WITNESS WHEREOF the undersigned has executed this QUITCLAIM DEED this ___ day of
_____, 201_.

CITY OF ANTIOCH,
a municipal corporation

By: _____
Name: _____
Its: _____



Exhibit "B"

WHERE RECORDED RETURN TO:

City of Antioch
Third & "H" Streets
Antioch, CA 94509

NO FEE DOCUMENT

APN: 089-150-013 (Portion)

Space Above for Recorder's Use Only

IRREVOCABLE OFFER OF DEDICATION

SEECON BUILT HOMES, INC., a California corporation,

Does hereby irrevocably offer for dedication to the City of Antioch, a municipal corporation, for any and all public purposes, the right-of-way for the widening of Somersville Road on, over, under and across that certain real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

SEE EXHIBIT "A" attached hereto and made a part hereof

The roadway hereby dedicated shall not be opened to public traffic until this Offer of Dedication has been accepted by the City of Antioch and recorded in the Contra Costa County Official Records.

Date: _____

SEECON BUILT HOMES, INC.
a California corporation

By: _____

Name: _____

Title: _____

Accepted by the City of Antioch pursuant to Resolution _____

By: _____

Date: _____

City Clerk



EXHIBIT'A-1'
PARCEL 4A

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 'B' OF THAT RECORD OF SURVEY, LOT LINE ADJUSTMENT LL 20-87 FILED ON JANUARY 13, 1988 IN BOOK 86 LICENSED SURVEYORS MAPS AT PAGE 24 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" IRON PIPE MARKING THE CENTER OF SECTION 27 TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 NORTH 89°37'12" WEST 122.75 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 'B'(86 LSM 24), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF SOMERSVILLE ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 'B' AS SAID PARCEL IS SHOWN ON THAT SUBDIVISION MAP ENTITLED "BLACK DIAMOND RANCH UNIT 1" FILED ON NOVEMBER 10, 2003 IN BOOK 458 AT PAGE 9 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 'B' (458 M 9) NORTH 89°37'12" WEST, 12.05 FEET;

THENCE LEAVING SAID NORTH LINE NORTH 19°29'00" EAST, 314.69 FEET;

THENCE NORTH 00°51'42" WEST, 17.95 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 29.00 FEET, THROUGH A CENTRAL ANGLE OF 52°12'01", AND AN ARC LENGTH OF 26.42 FEET;

THENCE NORTH 51°20'20" EAST, 7.27 FEET;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1458.00 FEET, WHOSE RADIUS POINT BEARS SOUTH 69°40'49" EAST THROUGH A CENTRAL ANGLE OF 01°33'07", AND AN ARC LENGTH OF 39.49 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE OF SOMERSVILLE ROAD;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF SOUTH 18°01'43" WEST, 398.74 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,760 SQUARE FEET OR 0.06 ACRES OF LAND, MORE OR LESS

END OF DESCRIPTION



A handwritten signature in black ink, appearing to be "D. Isakson", located at the bottom right of the page.



S68°07'42"E (R)

L=39.49'
R=1458.00
Δ=1'33'07"

S69°40'49"E(R)

N51°20'20"E
7.27'

R=29.00
Δ=52°12'02"
L=26.42'

N00°51'42"W
17.95'

SEECON BUILT HOMES, INC.
(16591 OR 358)
(PCL 'B' - 86 LSM 24)
089-150-013

S68°07'42"E (R)

L=39.49'
R=1458.00
Δ=1'33'07"

S69°40'49"E(R)
N51°20'20"E
7.27'

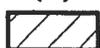
R=29.00
Δ=52°12'02"
L=26.42'

DETAIL

LEGEND

1" = 20'

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL



PARCEL 4A DEDICATION
AREA = 2,760 S.F.

--- CITY LIMIT LINE
APN 089-150-013

CITY OF ANTIOCH PARK SITE
PARCEL 'B'
(458 M 9)



1 INCH = 40 FT.

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3335
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-1'
PARCEL 4A

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

SHEET 1 OF 1

S:\2003 Jobs\200354\DWG\PLATS\200354-ROW-304A-03.DWG, ROW PCL 4A TAKE, 3/18/2014 11:10:48 AM

EXHIBIT 'A-2'
PARCEL 4C

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 'B' OF THAT RECORD OF SURVEY, LOT LINE ADJUSTMENT LL 20-87 FILED ON JANUARY 13, 1988 IN BOOK 86 LICENSED SURVEYORS MAPS AT PAGE 24 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" IRON PIPE MARKING THE CENTER OF SECTION 27 TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 NORTH 89°37'12" WEST 122.75 FEET TO THE NORTHEAST CORNER OF PARCEL 'B' AS SAID PARCEL IS SHOWN ON THAT SUBDIVISION MAP ENTITLED "BLACK DIAMOND RANCH UNIT 1" FILED ON NOVEMBER 10, 2003 IN BOOK 458 AT PAGE 9 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 'B' (86 LSM 24);

THENCE ALONG THE EAST LINE OF SAID PARCEL 'B' (86 LSM 24) NORTH 18°01'43" EAST, 512.03 FEET;

THENCE NORTH 43°18'42" EAST 42.74 FEET TO THE POINT OF BEGINNING,

THENCE CONTINUING ALONG SAID EAST LINE NORTH 43°18'42" EAST, 1494.28 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CONTRA COSTA CANAL;

THENCE LEAVING SAID EAST LINE OF PARCEL 'B' (86 LSM 24) AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 35°05'06" WEST, 52.95 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 43°20'42" WEST, 874.90 FEET;

THENCE SOUTH 78°20'13" WEST, 24.41 FEET;

THENCE SOUTH 43°20'42" WEST, 60.00 FEET;

THENCE SOUTH 08°21'10" WEST, 24.41 FEET;

THENCE SOUTH 43°20'42" WEST, 141.42 FEET;



A handwritten signature in black ink, appearing to be "D.G. Isakson", located in the bottom right corner of the page.

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1458.00 FEET, THROUGH A CENTRAL ANGLE OF 15°27'25", AND AN ARC LENGTH OF 393.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 72,771 SQUARE FEET OR 1.67 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION



A handwritten signature in the bottom right corner of the page.

CONTRA COSTA
CITY OF ANTIOCH (516 OR 1)
CONTRA COSTA COUNTY

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.
- CITY LIMIT LINE

SHEET 6

PARCEL 4C

SHEET 5

(86 LSM 24)

SHEET 4

ROAD LOT B
307 M 42

SEQUOIA DR.

SHEET 3

SOMERSVILLE LOT A
307 M 42

SHEET INDEX

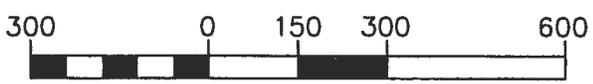
SEECON BUILT HOMES, INC.
PCL 'B'
(126 PM 7)
089-150-013

SHEET 2

PROPOSED STATIONLINE
SOMERSVILLE RD
EX CENTERLINE
SOMERSVILLE RD
(28 DEEDS 255)

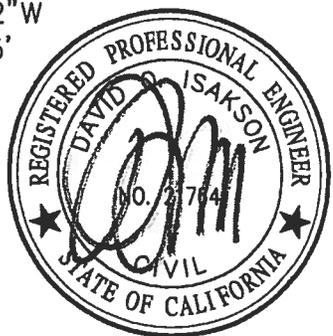
CITY OF ANTIOCH
(3251 OR 439)
(107 LSM 4)

POC @ FOUND 2" IRON PIPE
@ CENTER OF SECTION 27
T.2N., R.1E., M.D.M.B



1 INCH = 300 FT.

N89°37'12"W
122.75'



APN 089-150-013

CONTRA COSTA COUNTY
CITY OF ANTIOCH
PARCEL 'B'
(458 M 9)

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI
SCALE: 1" = 300'

DRAWN BY: BJL/GW
DATE: 03-18-14

JOB NO. 200354
SHEET 1 OF 6

S:\2003 jobs\200354\dwg\PLATS\200354-ROW\304C_SHEET-1-03.DWG, ROW\304C TAKE P1, 3/18/2014 11:14:31 AM

S:\2003 Jobs\200354\DWG\PLATS\200354-ROW-304C_SHEET-2.03.DWG, ROW PCL 4C TAKE P2, 3/18/2014 11:16:43 AM

N43°18'42"E
42.74'

SEE SHEET 3

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.

--- CITY LIMIT LINE

SEECON BUILT HOMES, INC.
PCL 'B'
(126 PM 7)
089-150-013 (86 LSM 24)



APN 089-150-013

R=1400.00' Δ=23°51'42"
L=583.05'
R=941.00' Δ=32°47'40"
L=538.60'

N18°01'43"E
20.00'

N18°01'43"E
501.18'
CITY OF ANTIOCH
CONTRA COSTA COUNTY

SOMERSVILLE
ROAD

EX CENTERLINE
SOMERSVILLE RD

EX RIGHT OF WAY
SOMERSVILLE RD

PROPOSED
STATIONLINE
SOMERSVILLE RD

ROAD

N19°29'00"E
138.00'

N10°33'02"E
321.71'

27.08'

POC @ FOUND 2"
IRON PIPE @ CENTER
OF SECTION 27 T.2N.,
R.1E., M.D.M.B

POC

46.34'

28.34'

20.99'

N89°37'12"W
122.75'

CITY OF ANTIOCH
(3251 OR 439)
(107 LSM 4)

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

**EXHIBIT 'B-2'
PARCEL 4C**

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

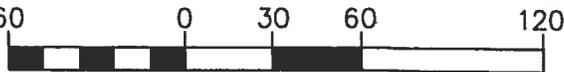
SHEET 2 OF 6

SEE SHEET 5

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.

--- CITY LIMIT LINE



1 INCH = 60 FT.

SEECON BUILT HOMES, INC.

PCL 'B'
(126 PM 7)
089-150-013

PARCEL 4C

CONTRA COSTA COUNTY

EX CENTERLINE
SOMERSVILLE RD

S78°20'13"W
24.41'

(86 LSM 24)

S08°21'10"W
24.41'

S43°20'42"W
60.00'

S43°20'42"W 141.42'

S43°20'42"W 1494.28'

S43°20'42"W 874.90'

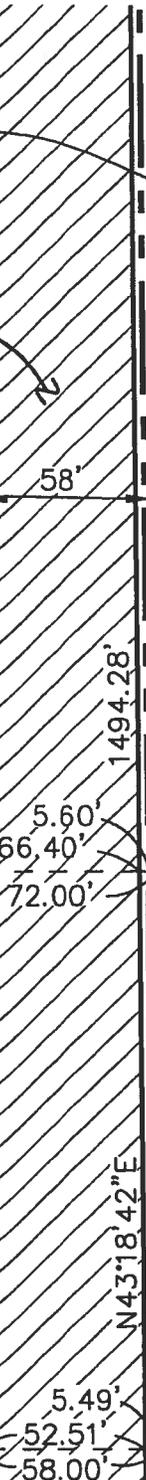
S43°20'42"W 58'

S43°20'42"W 30'

S43°20'42"W 30'

S43°20'42"W 60.00'

S43°20'42"W 30'



N43°20'42"E 913.03'

N43°20'42"E 856.21'

N43°20'42"E 1494.28'

N43°20'42"E 14.40'

N43°20'42"E 53.97'

N43°20'42"E 54.03'

N43°20'42"E 191.42'

N43°20'42"E 564.22'

N43°20'42"E 340.71'

N43°20'42"E 846.95'

N43°20'42"E 856.21'

N43°20'42"E 913.03'

N43°20'42"E 856.21'

CITY OF ANTIOCH ROAD

SEQUOIA DR

SOMERSVILLE

PROPOSED STATIONLINE SOMERSVILLE RD

LOT B
307 M 42

LOT A
307 M 42

EX RIGHT OF WAY SOMERSVILLE RD



APN 089-150-013

SEE SHEET 3



ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

**EXHIBIT 'B-2'
PARCEL 4C**

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

SHEET 4 OF 6

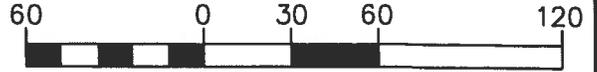
S:\2003 Jobs\200354\DWG\PLATS\200354-ROW-304C_SHEET-5.03.DWG, ROW PCL 4C TAKE P5, 3/18/2014 11:21:01 AM

SEE SHEET 6

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.

--- CITY LIMIT LINE



1 INCH = 60 FT.



EX CENTERLINE SOMERSVILLE RD

PARCEL 4C

SEECON BUILT HOMES, INC.

PCL 'B'
(126 PM 7)

089-150-013 (86 LSM 24)

CONTRA COSTA COUNTY

S43°20'42"W

874.90'

58°

1494.28'

N43°18'42"E

N43°20'42"E

N43°18'42"E

SOMERSVILLE

913.03'

CITY OF ANTIOCH

856.21'

ROAD

N43°20'42"E

846.95'

EX RIGHT OF WAY SOMERSVILLE RD

LOT B
307 M 42

PROPOSED STATIONLINE SOMERSVILLE RD



APN 089-150-013

SEE SHEET 4

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

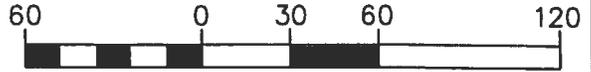
SHEET 5 OF 6

S:\2003 Jobs\200354\DWG\PLATS\200354-ROW-304C_SHEET-6-03.DWG, ROW PCL 4C TAKE P6, 3/18/2014 11:23:27 AM

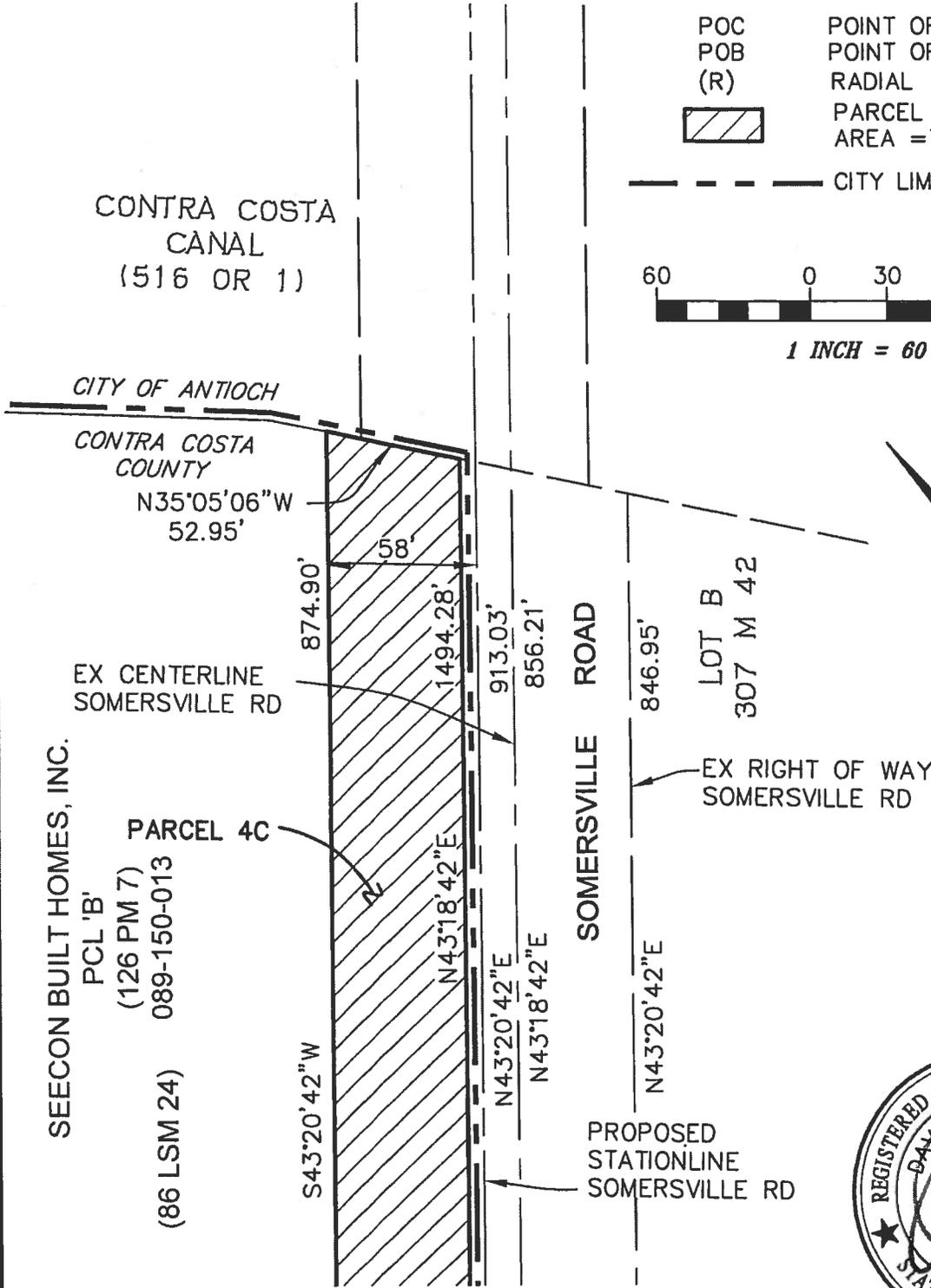
LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
(R) RADIAL
 PARCEL 4C DEDICATION AREA = 72,771 S.F.

 CITY LIMIT LINE



1 INCH = 60 FT.



CONTRA COSTA CANAL
(516 OR 1)

CITY OF ANTIOCH

CONTRA COSTA COUNTY
N35°05'06"W
52.95'

EX CENTERLINE SOMERSVILLE RD

SEECON BUILT HOMES, INC.
PCL 'B'
(126 PM 7)
089-150-013
(86 LSM 24)

PARCEL 4C

S43°20'42"W
874.90'
58'
1494.28'
N43°18'42"E
913.03'
856.21'

SOMERSVILLE ROAD

LOT B
307 M 42

EX RIGHT OF WAY SOMERSVILLE RD

PROPOSED STATIONLINE SOMERSVILLE RD



APN 089-150-013

SEE SHEET 5

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2' PARCEL 4C	CHECKED BY: DOI	DRAWN BY: BJL/GW	JOB NO. 200354
	SCALE: 1" = 60'	DATE: 03-18-14	SHEET 6 OF 6

EXHIBIT C
SHEET 1 OF 2

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF JAMES DONLAN BOULEVARD, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH 00°41'52" WEST, 50.01 FEET
FROM THE SOUTHWEST CORNER OF PARCEL 'B' AS SAID PARCEL IS
SHOWN ON AND SO DESIGNATED ON THAT RECORD OF SURVEY FILED ON
JANUARY 13, 1988 IN BOOK 86 OF LICENSED SURVEYORS MAPS AT PAGE 24
IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, STATE OF
CALIFORNIA, THENCE ALONG THE NORTHERLY RIGHT OF WAY OF JAMES
DONLAN BOULEVARD SOUTH 89°37'12" EAST, 126.59 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF
1,495.00 FEET, THROUGH A CENTRAL ANGLE OF 00°53'50", AND AN ARC
LENGTH OF 23.41 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 56°24'15" WEST, 178.61
FEET TO THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF
BLACK DIAMOND RANCH UNIT 1 FILED ON NOVEMBER, 10, 2003 IN BOOK
458 OF MAPS AT PAGE 9 IN THE OFFICE OF THE RECORDER OF CONTRA
COSTA COUNTY, STATE OF CALIFORNIA, AND THE SOUTHERLY RIGHT OF
WAY LINE OF JAMES DONLAN BOULEVARD;

THENCE ALONG SAID WESTERLY LINE NORTH 00°41'52" WEST, 100.02 FEET
TO THE POINT OF BEGINNING.

CONTAINING: 7,512 SQUARE FEET OF LAND. MORE OR LESS

END OF DESCRIPTION



A handwritten signature in black ink, appearing to be "D. Saks", located in the bottom right corner of the page.

LEGEND

POB

POINT OF BEGINNING



ACCESS AREA

SECON BUILT HOMES
PARCEL 'B'
(86 LSM 24)

LOT 29
(445 M 27)

POB

$R=1495.00'$
 $\Delta=00^{\circ}53'50''$ $L=23.41'$

$S89^{\circ}37'12''E$ 126.59'

PARCEL C
(445 M 27)

$N00^{\circ}41'52''W$
59.01'
100.02'

$S56^{\circ}24'15''W$ 178.61'

JAMES DONLAN
BOULEVARD

SKY RANCH LAND INVESTORS
(96 LSM 24)

PARCEL A
(470 M 01)



ISAKSON & ASSOCIATES INC.

2255 YONACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7928

EXHIBIT 'B'

CHECKED BY: BL

DRAWN BY: CS

JOB NO. 201002

SCALE: 1" = 30'

DATE: 3-20-14

SHEET 2 OF 2

S:\2010 JOBS\201002\DWG\ISURVEY\201002-ACCESS-EASE-02.dwg, 8.5x11, 3/20/2014 10:44:18 AM

**STAFF REPORT TO THE CITY COUNCIL
FOR CONSIDERATION AT THE MEETING OF APRIL 8, 2014**

Prepared by: Harold Jirousky, Assistant Engineer *LBF for*
Reviewed by: Lynne Filson, Assistant City Engineer *LBF*
Approved by: Ron Bernal, Director of Public Works/City Engineer *LBF for*
Date: April 8, 2014
Subject: *Supplemental Staff Report: Approval of a Revised Agreement between Contra Costa County and the City of Antioch Relating to the Widening and Maintenance of Somersville Road (PW 512-1)*

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving and authorizing the City Manager to sign the **revised** Agreement between Contra Costa County and the City of Antioch relating to the widening and maintenance of Somersville Road, in substantially the same form as attached to this resolution.

BACKGROUND INFORMATION

The staff report prepared by Harold Jirousky, Assistant Engineer, dated March 26, 2014, provides the history of the Somersville Road widening obligations. Contra Costa County Council has provided additional comments on the agreement, which has prompted additional comments by the City Attorney. All of the additional comments have been incorporated into the attached updated agreement. The changes are generally non-substantive and relate to the legal names of third party entities.

FINANCIAL IMPACT

See original staff report.

OPTIONS

No options considered.

ATTACHMENTS

- A: Vicinity Map
- B: Updated Agreement

RESOLUTION NO. 2014/ **

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AGREEMENT BETWEEN CONTRA COSTA COUNTY AND THE CITY OF ANTIOCH RELATING TO THE WIDENING AND MAINTENANCE OF SOMERSVILLE ROAD IN SUBSTANTIALLY THE SAME FORM AS ATTACHED TO THIS RESOLUTION

WHEREAS, the City approved a final map and improvement plans for Black Diamond Ranch Unit 1, Tract 7487 including the condition that Somersville Road be widened into a full four-lane arterial roadway from James Donlon Boulevard to the Contra Costa Water District canal bridge; and

WHEREAS, the City and Discovery Builders subsequently entered into a settlement agreement on September 15, 2009, which was subsequently amended on June 14, 2011, that further addressed the completion of Somersville Road by the end of 2014; and

WHEREAS, the City Council has considered said Agreement between Contra Costa County and the City relating to the widening and maintenance of Somersville Road and is familiar with the content thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby approve and authorize the City Manager to execute the Agreement between Contra Costa County and the City of Antioch relating to the maintenance of Somersville Road in substantially the same form as attached.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of April 2014, by the following vote:

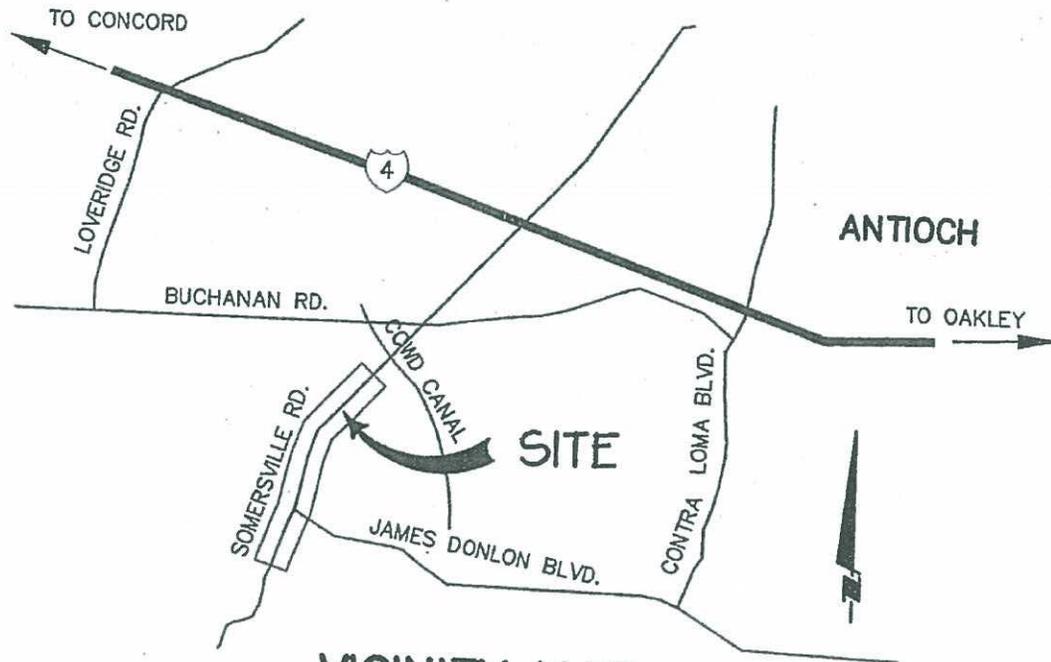
AYES:

NOES:

ABSENT:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "A"



VICINITY MAP
NOT TO SCALE

ATTACHMENT "B"

City 4-8-14 Version

AGREEMENT BETWEEN THE COUNTY OF CONTRA COSTA AND THE CITY OF ANTIOCH FOR THE JOINT EXERCISE OF POWERS RELATING TO THE WIDENING AND MAINTENANCE OF SOMERSVILLE ROAD

This Agreement between the County of Contra Costa and the City of Antioch for the Joint Exercise of Powers Relating to the Widening and Maintenance of Somersville Road (this "Agreement") is entered into on _____, 2014 (the "Effective Date") by and between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County"), and the CITY OF ANTIOCH, a municipal corporation under the laws of the State of California (the "City"), pursuant to Government Code section 6500 et seq. County and City may be referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

- A. Discovery Builders, Inc. ("Developer") submitted an application, for 286 homes in the Black Diamond Ranch residential development, a 125-acre project located westerly of the intersection of Somersville Road and James Donlon Boulevard in Antioch. On October 14, 2003, the City approved the final map of, and improvement plans for, Black Diamond Ranch Unit 1, Tract 7487.
- B. The City, Developer, and related entities of Albert D. Seeno Jr. or Albert D. Seeno III have entered into various documents requiring Developer to widen Somersville Road from James Donlon Boulevard to the Contra Costa Water District canal bridge crossing (the "Road Area"). (See Tentative Map approvals; Deferred Improvement Agreement and Development Agreement for the Black Diamond Project, dated October 14, 2003, and adopted by the City on October 14, 2003; and Settlement Agreement dated September 15, 2009, as amended June 14, 2011, and which may be further amended).
- C. The Road Area is not currently a County road and is not intended to become a County road. The City and Developer anticipate that the Project portion of the Road Area will eventually be owned, operated and maintained as a City street. Until that time it will be a private roadway, owned by Developer.
- D. The widening of Somersville Road, which generally involves the construction of a wider road section within a 100-foot right of way, undergrounding of public utilities, installation of water, sewer and storm drains as required, installation of a landscaped median and construction of a detached sidewalk as described in more detail on the plans prepared by Isakson and Associates and signed by the City on June 15, 2007, which may be amended by mutual agreement between the City and Developer, is referred to as the "Project."

B1

E. Two portions of the Road Area are located in unincorporated Contra Costa County. One portion of the Road Area located in the unincorporated area of the County is described on Exhibit A-1 and depicted on Exhibit B-1 ("Parcel 4A"). The second portion of the Road Area located in the unincorporated area of the County is described on Exhibit A-2 and depicted on Exhibit B-2 ("Parcel 4C"). Exhibits A-1, A-2, B-1 and B-2 are attached hereto and incorporated herein by reference. Parcel 4A and Parcel 4C are hereafter collectively referred to herein as the "Unincorporated Road Area" and are owned by Seecon Built Homes, Inc. ("Seecon"), an entity related to Albert D. Seeno, Jr.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

AGREEMENT

1. Purpose; Lead Agency. The purpose of this Agreement is to allow the City to oversee development of the Project, which will be governed by City road standards. The City is designated as the party to administer this Agreement by and through its City Council, City officials and Departments.
2. Scope of Work; Powers. The City will perform all necessary construction inspections of the Project in accordance with City standards. After the City has determined that the Project has been completed to the City's satisfaction, the City will accept the Project as complete. After the City accepts the dedication from Seecon to the Road Area, the City will perform all necessary maintenance and repairs of the Project, even while it remains in the unincorporated County area, and will bear all costs related thereto other than warranty work that is the responsibility of Developer. The County will have no financial obligation related the Project or the Road Area and no responsibility for oversight of the Project.
3. No County Permits Required. County will not require that any permits (encroachment, building, etc.) be issued by the County from any department for the construction in the Unincorporated Road Area. The City will issue any necessary permits. The City represents and warrants that all aspects of the Project have been reviewed and approved by the City under the California Environmental Quality Act (Public Resources Code 21000–21177). County will have no responsibility for the Project or the Road Area.
4. Reimbursement of County Costs. Before construction of the Project begins, the City will require Developer to pay County the sum of \$2,000, in the form of a business check payable to the Contra Costa County Public Works Department, to serve as a deposit to cover the County's costs of developing this Agreement. The City will require Developer to pay all additional County costs associated with this Agreement, immediately upon receipt of County's invoice.

5. Insurance and Hold Harmless.

A. The City will require Developer to make the following insurance arrangements with respect to the Project:

- (1) Secure and maintain in full force and effect during construction of the Project, or require the Project contractor(s) to secure and maintain in full force and effect during construction of the Project, worker's compensation and public liability and property damage insurance in forms and limits of liability satisfactory to County and naming County and its governing board, officers, agents, and employees as additional insureds; and
- (2) Promise in writing, or require the Project contractor(s) to promise in writing, to hold harmless and indemnify County, its governing board, officers, agents and employees from liability with regard to the Project with regard to that portion of the Project located in unincorporated Contra Costa County to the same extent as promised to the City with regard to that portion of the Project within the territorial limits of the City.

B. The aforementioned insurance policy shall contain a provision that the insurance afforded thereby to the additional insureds shall be primary insurance to the full limits of the policy and that, if any of the additional insureds has other insurance or self-insurance against a loss covered by such policy, such insurance or self-insurance shall be excess insurance only. City shall require Developer, prior to the commencement of construction of any portion of the Project, to submit to County a certificate of insurance evidencing the required coverage and requiring the carrier to give at least thirty (30) days written notice to County of any cancellation, non-renewal, or material modification of the policy. The City shall be responsible for ensuring that Developer has provided the insurance documentation to the County ten (10) working days before allowing construction work to proceed on the Project, but it will be County's responsibility to notify the City and Developer within then (10) working days of the receipt of the insurance documentation of any concerns.

C. The City shall defend, indemnify, save, and hold harmless County, its governing board, officers, agents, and employees from any and all claims, demands, suits, costs, expenses and liability, including reasonable attorney's fees, for any damages, injury, sickness or death, including liability for inverse condemnation, nuisance or trespass, however the same may be caused, arising directly or indirectly from or in any way connected with the design, construction, installation, inspection, operation, use, maintenance or repair of the Project and/or the Road Area, including the Unincorporated Road Area, except for liability arising from the sole negligence or willful misconduct of the County or its governing board, officers, agents or employees.

D. Nothing in this Agreement is intended to affect the legal liability of either

Party to third parties by imposing any standard of care different from the standard of care imposed by law.

6. Accountability. The City will be strictly accountable for all funds and, upon request, will report receipts and disbursements.

7. Term. This Agreement will commence on the Effective Date and will expire upon annexation of the Unincorporated Road Area by the City. The obligations contained in Section 5 will survive the termination of this Agreement.

8. Modification. This Agreement may be modified only by a written agreement approved by the legislative bodies of both parties. Neither party shall unreasonably withhold its consent to a modification of this Agreement for the implementation and accomplishment of the overall purpose for which this Agreement is made.

9. Entire Agreement. This Agreement contains the entire understanding of the Parties relating to the subject matter of this Agreement. No promise, representation, warranty, or covenant not included in the Agreement has been or is relied upon by any Party.

10. No Third Party Beneficiaries. Except as specifically set forth in this Agreement, this Agreement is not intended to create and does not create any rights in or benefits to any third party.

[Signatures appear on following page.]

COUNTY OF CONTRA COSTA

CITY OF ANTIOCH

By _____
Chair, Board of Supervisors

Mayor

Attest: David Twa, Clerk of the Board of Supervisors and County Administrator

Attest: City Clerk

By _____
Deputy

By _____

Recommended for Approval:

Approved as to Form:

By _____
Engineering Services Division

By _____
City Attorney

Approved as to Form:

Sharon Anderson
County Counsel

By _____
Name: _____
Deputy County Counsel

BS

EXHIBIT 'A-1'
PARCEL 4A

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 'B' OF THAT RECORD OF SURVEY, LOT LINE ADJUSTMENT LL 20-87 FILED ON JANUARY 13, 1988 IN BOOK 86 LICENSED SURVEYORS MAPS AT PAGE 24 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" IRON PIPE MARKING THE CENTER OF SECTION 27 TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 NORTH 89°37'12" WEST 122.75 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 'B' (86 LSM 24), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF SOMERSVILLE ROAD, SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL 'B' AS SAID PARCEL IS SHOWN ON THAT SUBDIVISION MAP ENTITLED "BLACK DIAMOND RANCH UNIT 1" FILED ON NOVEMBER 10, 2003 IN BOOK 458 AT PAGE 9 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 'B' (458 M 9) NORTH 89°37'12" WEST, 12.05 FEET;

THENCE LEAVING SAID NORTH LINE NORTH 19°29'00" EAST, 314.69 FEET;

THENCE NORTH 00°51'42" WEST, 17.95 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 29.00 FEET, THROUGH A CENTRAL ANGLE OF 52°12'01", AND AN ARC LENGTH OF 26.42 FEET;

THENCE NORTH 51°20'20" EAST, 7.27 FEET;

THENCE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1458.00 FEET, WHOSE RADIUS POINT BEARS SOUTH 69°40'49" EAST THROUGH A CENTRAL ANGLE OF 01°33'07", AND AN ARC LENGTH OF 39.49 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE OF SOMERSVILLE ROAD;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF SOUTH 18°01'43" WEST, 398.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,760 SQUARE FEET OR 0.06 ACRES OF LAND, MORE OR LESS

END OF DESCRIPTION



B6



S68°07'42"E (R)

L=39.49'
R=1458.00
Δ=1°33'07"

S69°40'49"E(R)

N51°20'20"E
7.27'

R=29.00
Δ=52°12'02"
L=26.42'

N00°51'42"W
17.95'

**SEECON BUILT
HOMES, INC.
(16591 OR 358)
(PCL 'B' - 86 LSM 24)
089-150-013**

S68°07'42"E (R)

L=39.49'
R=1458.00
Δ=1°33'07"

S69°40'49"E(R)

N51°20'20"E
7.27'

R=29.00
Δ=52°12'02"
L=26.42'

DETAIL

LEGEND

1" = 20'

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
(R) RADIAL

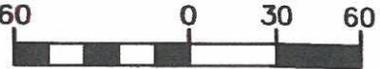


PARCEL 4A DEDICATION
AREA = 2,760 S.F.

CITY OF ANTIOCH PARK SITE

PARCEL 'B'
(458 M 9)

APN 089-150-013



1 INCH = 40 FT.

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3335
PHONE (925) 937-9333 FAX (925) 937-7926

**EXHIBIT 'B-1'
PARCEL 4A**

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

SHEET 1 OF 1

S:\2003 Jobs\200354\DWG\PLAT\81200354-ROW-304A-03.DWG, ROW PCL 4A TAKE, 3/18/2014 11:10:48 AM

B7

EXHIBIT 'A-2'
PARCEL 4C

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 'B' OF THAT RECORD OF SURVEY, LOT LINE ADJUSTMENT LL 20-87 FILED ON JANUARY 13, 1988 IN BOOK 86 LICENSED SURVEYORS MAPS AT PAGE 24 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" IRON PIPE MARKING THE CENTER OF SECTION 27 TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 27 NORTH 89°37'12" WEST 122.75 FEET TO THE NORTHEAST CORNER OF PARCEL 'B' AS SAID PARCEL IS SHOWN ON THAT SUBDIVISION MAP ENTITLED "BLACK DIAMOND RANCH UNIT 1" FILED ON NOVEMBER 10, 2003 IN BOOK 458 AT PAGE 9 IN THE OFFICE OF THE RECORDER, CONTRA COSTA COUNTY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 'B' (86 LSM 24);

THENCE ALONG THE EAST LINE OF SAID PARCEL 'B' (86 LSM 24) NORTH 18°01'43" EAST, 512.03 FEET;

THENCE NORTH 43°18'42" EAST 42.74 FEET TO THE POINT OF BEGINNING,

THENCE CONTINUING ALONG SAID EAST LINE NORTH 43°18'42" EAST, 1494.28 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CONTRA COSTA CANAL;

THENCE LEAVING SAID EAST LINE OF PARCEL 'B' (86 LSM 24) AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 35°05'06" WEST, 52.95 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 43°20'42" WEST, 874.90 FEET;

THENCE SOUTH 78°20'13" WEST, 24.41 FEET;

THENCE SOUTH 43°20'42" WEST, 60.00 FEET;

THENCE SOUTH 08°21'10" WEST, 24.41 FEET;

THENCE SOUTH 43°20'42" WEST, 141.42 FEET;

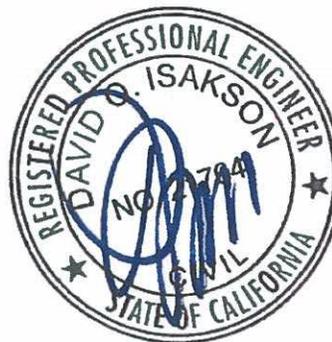


B8

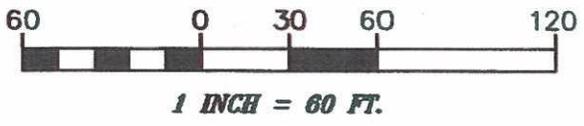
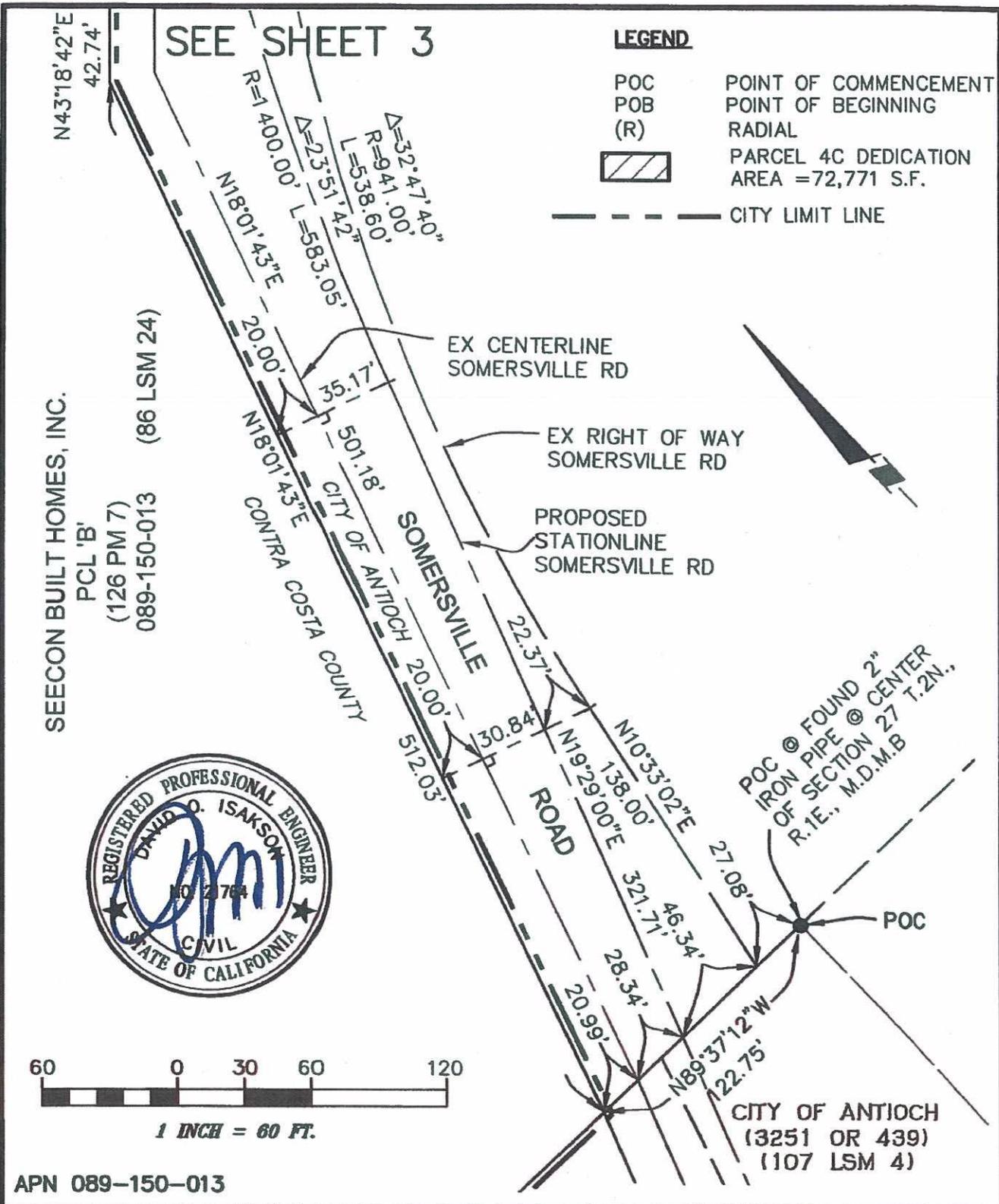
THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1458.00 FEET, THROUGH A CENTRAL ANGLE OF 15°27'25", AND AN ARC LENGTH OF 393.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 72,771 SQUARE FEET OR 1.67 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION



S:\2003 Job\200364\DWG\PLATS\200364-ROW-304C_SHEET-2.03.DWG, ROW/PCL 4C TAKE P2, 3/18/2014 11:16:43 AM



APN 089-150-013

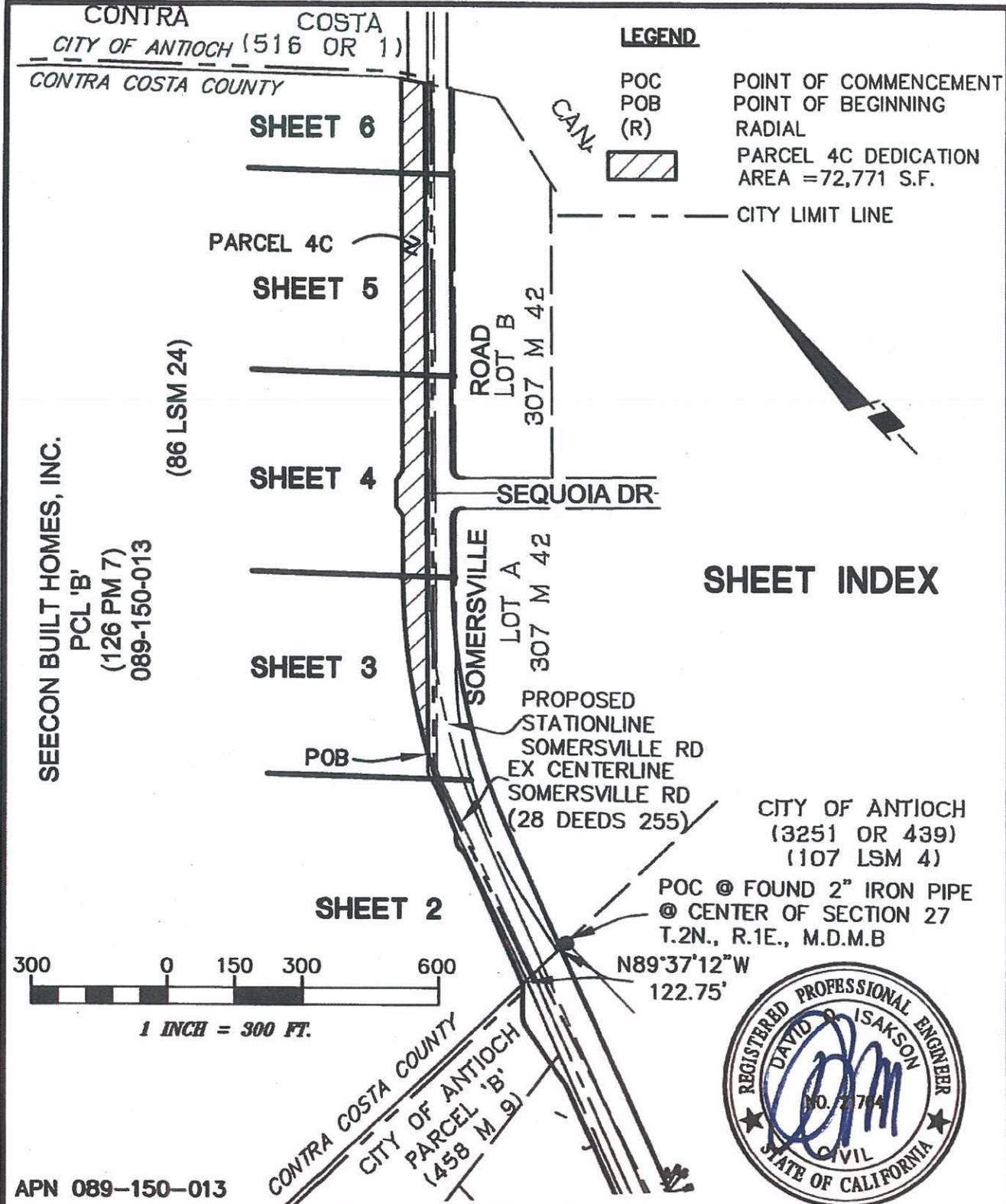
ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
 PHONE (925) 937-9333 FAX (925) 937-7926

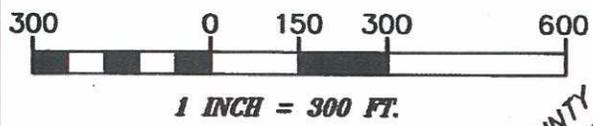
EXHIBIT 'B-2' PARCEL 4C	CHECKED BY: DOI	DRAWN BY: BJL/GW	JOB NO. 200354
	SCALE: 1"= 60'	DATE: 03-18-14	SHEET 2 OF 6

B10

S:\2003\0606200304\dwg\PLATS\200304-ROW-304C_SHEET-1-03.DWG, ROW PCL 4C TAKE P1, 3/18/2014 11:14:31 AM



SEECON BUILT HOMES, INC.
PCL 'B'
(126 PM 7)
089-150-013
(86 LSM 24)



ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI
SCALE: 1" = 300'

DRAWN BY: BJL/GW
DATE: 03-18-14

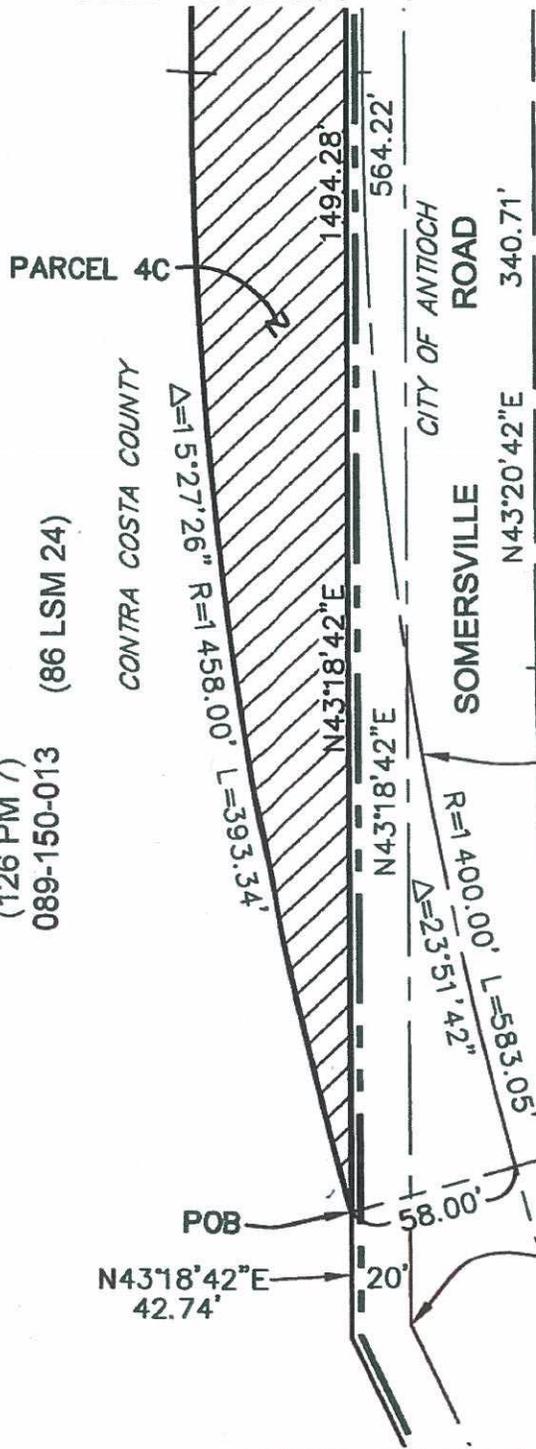
JOB NO. 200354
SHEET 1 OF 6

B11

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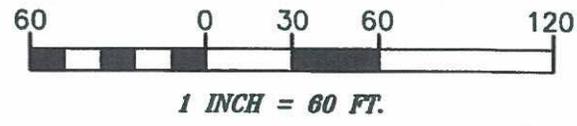
SECON BUILT HOMES, INC.
 PCL 'B'
 (126 PM 7)
 089-150-013 (86 LSM 24)

SEE SHEET 4



LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.
-  CITY LIMIT LINE



LOT A
 307 M 42

PROPOSED STATIONLINE SOMERSVILLE RD



APN 089-150-013

SEE SHEET 2

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
 PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI
 SCALE: 1" = 60'

DRAWN BY: BJL/GW
 DATE: 03-18-14

JOB NO. 200354
 SHEET 3 OF 6

B12

8/12/2003 Job# 200354 DWG PLATS 200354-ROW-304C_SHEET-4-03.DWG, ROW PCL 4C TAKE P4, 3/18/2014 11:19:16 AM

SEE SHEET 5

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL
-  PARCEL 4C DEDICATION AREA = 72,771 S.F.
-  CITY LIMIT LINE

SEECON BUILT HOMES, INC.

PCL 'B'
(126 PM 7)
089-150-013

(86 LSM 24)

S08°21'10"W
24.41'

S43°20'42"W
60.00'

S43°20'42"W
141.42'

S52.51°
58.00'

S5.49°
52.51'

N43°18'42"E
191.42'

N43°20'42"E
564.22'

N43°18'42"E
340.71'

N46°39'18"W
44.57'

S53.97°
53.97'

N43°20'42"E
913.03'

N43°18'42"E
856.21'

N43°20'42"E
846.95'

EX CENTERLINE
SOMERSVILLE RD

PARCEL 4C

CONTRA COSTA COUNTY

S43°20'42"W
874.90'

58'

1494.28'

14.40'

53.97'

44.63'

44.63'

44.63'

44.63'

44.63'

44.63'

44.63'

44.63'

44.63'

44.63'

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44.63'

44.63'

44.63'

44.63'

44.63'

44.63'

44.63'

CITY OF ANTIOCH
ROAD

LOT B
307 M 42

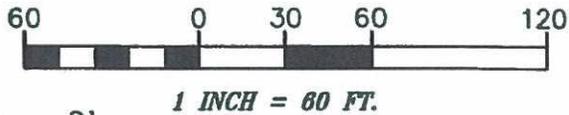
EX RIGHT OF WAY
SOMERSVILLE RD

SEQUOIA DR

SOMERSVILLE

LOT A
307 M 42

PROPOSED
STATIONLINE
SOMERSVILLE RD



APN 089-150-013

SEE SHEET 3

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

**EXHIBIT 'B-2'
PARCEL 4C**

CHECKED BY: DOI

DRAWN BY: BJJ/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

SHEET 4 OF 6

B13

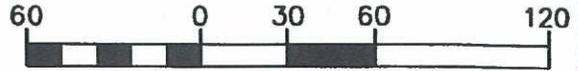
S:\2003 Job\2003\841DWG\PLATS\2003\64-ROW\304C_SHEET-5-03.DWG, ROW/PCL 4C TAKE P5, 3/18/2014 11:21:01 AM

SEE SHEET 6

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 (R) RADIAL
 PARCEL 4C DEDICATION
 AREA = 72,771 S.F.

--- CITY LIMIT LINE



1 INCH = 60 FT.



EX CENTERLINE
SOMERSVILLE RD

PARCEL 4C

SEECON BUILT HOMES, INC.

PCL 'B'

(126 PM 7)

089-150-013

(86 LSM 24)

CONTRA COSTA COUNTY

S43°20'42"W

874.90'

56'

1494.28'

N43°18'42"E

N43°20'42"E

913.03'

856.21'

SOMERSVILLE

ROAD

PROPOSED
STATIONLINE
SOMERSVILLE RD

N43°20'42"E

846.95'

EX RIGHT OF WAY
SOMERSVILLE RD

LOT B
307 M 42

APN 089-150-013

SEE SHEET 4



ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
 PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

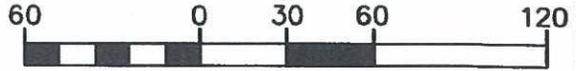
SHEET 5 OF 6

B14

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 (R) RADIAL
 PARCEL 4C DEDICATION
 AREA = 72,771 S.F.

--- CITY LIMIT LINE



1 INCH = 60 FT.

CONTRA COSTA
 CANAL
 (516 OR 1)

CITY OF ANTIOCH

CONTRA COSTA
 COUNTY
 N35°05'06"W
 52.95'

EX CENTERLINE
 SOMERSVILLE RD

SEECON BUILT HOMES, INC.
 PCL 'B'
 (126 PM 7)
 089-150-013
 (86 LSM 24)

PARCEL 4C

S43°20'42"W

874.90'

58'

1494.28'

913.03'

856.21'

N43°18'42"E

N43°20'42"E

N43°18'42"E

SOMERSVILLE ROAD

N43°20'42"E

846.95'

EX RIGHT OF WAY
 SOMERSVILLE RD

LOT B
 307 M 42

PROPOSED
 STATIONLINE
 SOMERSVILLE RD



APN 089-150-013

SEE SHEET 5

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
 PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B-2'
PARCEL 4C

CHECKED BY: DOI

DRAWN BY: BJL/GW

JOB NO. 200354

SCALE: 1" = 60'

DATE: 03-18-14

SHEET 6 OF 6

B15