



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

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

Date: Tuesday, July 28, 2020

Time: 7:00 P.M. – Regular Meeting

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

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

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

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

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

Ron Bernal, City Manager
Thomas Lloyd Smith, City Attorney

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

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

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

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

SPEAKERS' RULES

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

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

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

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

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

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

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

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

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

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: <https://www.antiochca.gov/notifications/> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a Speaker Request form online at https://www.antiochca.gov/speaker_card. See the Speakers' Rules on the inside cover of this Agenda. The Council can only take action on items that are listed on the agenda. Comments regarding matters not on this Agenda, may be addressed during the "Public Comments" section.

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

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

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

A. APPROVAL OF COUNCIL MINUTES FOR JUNE 9, 2020

Approved, 5/0

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

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

B. APPROVAL OF SPECIAL MEETING MINUTES FOR JUNE 16, 2020

Approved, 5/0

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

C. APPROVAL OF SPECIAL MEETING MINUTES FOR JUNE 18, 2020

Approved, 5/0

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

D. APPROVAL OF COUNCIL MINUTES FOR JUNE 23, 2020

Continued, 5/0

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

E. APPROVAL OF SPECIAL MEETING MINUTES FOR JUNE 30, 2020

Continued, 5/0

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

F. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

G. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 5/0

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

H. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

I. REJECTION OF CLAIMS: MERICA FITCH (AKA LINTZ), MARIYANNA BRYANT, TIAZZI HALL, KEIARI HALL, AND TEIARI HALL

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claims submitted by Merica Fitch (aka Lintz), Mariyanna Bryant, Tiazzzi Hall, Keiari Hall, and Teiari Hall.

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

- J.** CONSIDERATION OF BIDS FOR THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS 2020-2021 (P.W. 507-17)

Reso. No. 2020/112 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution awarding the Curb, Gutter, and Sidewalk Repair agreement to the lowest responsive and responsible bidder, Joe's Landscaping & Concrete, Inc. and authorizing the City Manager to execute the agreement in the amount of \$392,840.

- K.** L STREET BIKEWAY AND LANDSCAPE IMPROVEMENTS (P.W. 234-15)

Reso. No. 2020/113 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the agreement with BKF Engineers for initial consulting services related to the L Street Bikeway and Landscape Improvements ("Agreement") in the amount of \$51,550 and authorizing the City Manager to execute the Agreement.

- L.** CITYWIDE SIGNAGE PROGRAM (P.W. 679-1)

Reso. No. 2020/114 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the agreement with RSM Design for project design services related to the Citywide Signage Program ("Agreement") in the amount of \$116,730 and authorizing the City Manager to execute the agreement

- M.** FIFTH AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH SWATT MIERS ARCHITECTS FOR IMPROVEMENTS TO CITY HALL

Reso. No. 2020/115 adopted, 5/0

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

- 1) Approve the fifth amendment to the Design Consultant Services Agreement with Swatt Miers Architects for improvements to City Hall, which increases the contract by \$82,640 for a total contract amount of \$269,842.50 and extends the term of the agreement with Swatt Miers Architects ("SMA") to December 31, 2020.
- 2) Authorize the City Manager to execute the fifth amendment to the Design Consultant Services Agreement with Swatt Miers Architects.

N. BRACKISH WATER DESALINATION PROJECT (P.W. 694)

Reso. No. 2020/116 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the California Department of Fish and Wildlife ("CDFW") Streambed Alteration Agreement and Incidental Take Permit for the Brackish Water Desalination Project and authorizing the City Manager to execute the CDFW agreement and permit.

O. APPROVAL OF TREASURER'S REPORT FOR MAY 2020

Approved, 5/0

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

PUBLIC HEARING

2. THE RANCH MASTER DEVELOPMENT PLAN (GP-20-01, MDP-20-01)

Recommended Action: Planning Commission recommends that the City Council take the following actions:

Reso. No. 2020/117 adopted, 5/0

- 1) Adopt the resolution certifying The Ranch Project Environmental Impact Report, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program;

To 08/11/20 for adoption, 5/0

- 2) Introduce the ordinance approving a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.;

Reso. No. 2020/118 adopted, 5/0

- 3) Adopt the resolution approving a General Plan Amendment for purposes of amending the City of Antioch General Plan Land Use Map, General Plan Text, Circulation Element, and Housing Element (GP-20-01);

To 08/11/20 for adoption, 5/0

- 4) Introduce the Ordinance rezoning the property to Planned Development and adopting the development standards;

Reso. No. 2020/119 adopted, 5/0

- 5) Adopt the resolution approving a Master Development Plan, Design Review adopting Design Guidelines, and a Resource Management Plan (MDP-20-01).

COUNCIL REGULAR AGENDA

3. PARKS AND RECREATION COMMISSION APPOINTMENT FOR ONE (1) FULL-TERM VACANCY EXPIRING MARCH 2024

Reso. No. 2020/120 adopted appointing Marie Arce for one full-term vacancy expiring March 2024, 5/0

Recommended Action: It is recommended that the Mayor nominate for appointment one (1) member to the Parks and Recreation Commission for one full-term vacancy expiring March 2024 and that the City Council approve the appointment by resolution.

BREAK AT 8:59PM

RECONVENE AT 9:06PM – ALL PRESENT

4. U.S. DEPARTMENT OF JUSTICE COPS HIRING PROGRAM GRANT AWARD FOR SCHOOL RESOURCE OFFICERS

Reso. No. 2020/121 adopted, 3/2 (Thorpe, Wilson)

Recommended Action: It is recommended that the City Council adopt a resolution to accept grant funding in the amount of \$750,000 from the US Department of Justice COPS Hiring Program to fund six (6) additional Police Officer positions who will serve as School Resource Officers.

MOTION TO MOVE AGENDA ITEM #6 AFTER AGENDA ITEM #4, 5/0

6. FREE INTERNET FOR STUDENTS/COMCAST INTERNET ESSENTIALS SPONSORED SERVICES

Sponsor 1000 households at \$66,000, 5/0

Recommended Action: It is recommended that the City Council discuss and direct staff whether or not to participate in the Comcast Internet Essentials Sponsored Services program.

MOTION TO CONTINUE REMAINDER OF THE AGENDA TO FRIDAY, JULY 31ST AT 6:00 P.M., 5/0

COUNCIL REGULAR AGENDA – Continued

5. RESOLUTION APPROVING ONE (1) ADMINISTRATIVE ASSISTANT I POSITION IN THE CITY CLERK DEPARTMENT AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT

Continued to July 31st @ 6:00 p.m.

Recommended Action: It is recommended that the City Council adopt a resolution approving one (1) Administrative Assistant I position in the City Clerk's Department and authorizing the City Manager or designee to make the appropriate budget adjustment.

7. RECEIVE AN UPDATE FROM THE TRANSITIONAL HOUSING AD HOC COMMITTEE AND PROVIDE DIRECTION TO STAFF

Continued to July 31st @ 6:00 p.m.

Recommended Action: It is recommended that the City Council receive an update from the Transitional Housing Ad Hoc Committee members Mayor Pro Tem Motts and Council Member Thorpe on their ad hoc committee activities and provide direction to staff.

PUBLIC COMMENT – *Continued to July 31st @ 6:00 p.m.*

STAFF COMMUNICATIONS – *Continued to July 31st @ 6:00 p.m.*

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 6 months.*

Continued to July 31st @ 6:00 p.m.

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

Motioned to adjourn meeting at 11:53 p.m., 5/0

CITY COUNCIL MEETING

Regular Meeting
7:00 P.M.

June 9, 2020
Meeting Conducted Remotely

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

6:30 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): 1 potential case.

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

Mayor Wright called the meeting to order at 7:05 P.M., and City Clerk Simonsen called the roll.

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

PLEDGE OF ALLEGIANCE

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

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

1. PROCLAMATION

Recognizing June as LGBT Pride Month in the City of Antioch

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the Council unanimously approved the Proclamation.

Mayor Wright read the *Recognizing June as LGBT Pride Month in the City of Antioch* proclamation and Devin Murphy President Lambda Democratic Club of Contra Costa County thanked the City Council for the recognition, Councilmember Wilson for her support and discussed the importance of LGBT Pride Month.

Mayor Wright announced that the flag would be raised on June 10, 2020.

Devin Murphy also thanked City staff for coordinating the raising of the flag.

Administrative Services Director Mastay read written comment from Kiku Johnson Executive Director of the Rainbow Community Center of Contra Costa County acknowledging the proclamation.

2. INTRODUCTION OF NEW CITY EMPLOYEES

City Manager Bernal introduced agenda item #2.

Chief Brooks introduced Joseph Vigil, Police Lieutenant.

The City Council welcomed Joseph Vigil to the City of Antioch.

City Manager Bernal introduced Public Works Director/City Engineer John Samuelson

Director of Public Works/City Engineer Samuelson thanked City Manager Bernal for the introduction and stated he was excited to be joining the City of Antioch.

The City Council welcomed Director of Public Works/City Engineer Samuelson to the City.

Director of Community Development Ebbs and Code Enforcement Manager Michael introduced Amanda Lunsford, Code Enforcement Officer.

Ms. Lunsford stated she was excited to be joining the City of Antioch.

The City Council welcomed Ms. Lunsford to the City.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Kaiser announced lap swimming would begin June 15, 2020 and Coyote Hills Summer Camp would begin June 29, 2020. She commented that the dog park, skate park, fields and courts had opened. She noted that they were preparing for more parks and the Community Center to open soon.

PUBLIC COMMENTS

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

Alliyah Thomas, Antioch resident, provided written comment in support of the formation of an Ad Hoc Committee on Police Reforms and reconsideration of the FY 20/21 to provide more resources for low income families.

Isabeau Sanchez, Antioch resident, provided written comment recommending defunding of the Antioch Police Department (APD) and restructuring the budget to divert funds to community-based programs.

Emily Ng, Antioch resident, requested restructuring of the City's budget to prioritize social services in the City.

Dustin Carlton provided written comment expressing concern regarding the hiring of Officer Mellone. He called for defunding APD and diverting funds to the City and schools. He also spoke in support of a body camera program.

Morgan Higgs, Antioch resident, provided written comment suggesting the City Council defund the APD and restructure the budget to prioritize social services.

Mark Jordan, Antioch resident, provided written comment thanking Chief Brooks for his community outreach efforts. He suggested Council research whether there had been profiling, bias or excessive force incidents within the APD. He also suggested the City send back their military vehicle.

Gretchen Tofflemire and Harry Thurston, Antioch residents, provided written comment in support of the formation of Ad Hoc Committee on Police Reforms.

William Davis-Watkins, Antioch resident, provided written comment requesting the City Council restructure the budget to divert funds to social services and public education.

Nicole Xaysana, Antioch resident, provided written comment requesting the City Council restructure the budget to divert funds to public education.

Warren Lutz, Antioch resident, provided written comment in support of the formation of Ad Hoc Committee on Police Reforms, adoption of the 8 Can't Wait policy, implementing a citizens' review board and demilitarizing the police force.

Moises Marquez, Antioch resident, provided written comment in opposition to Council recognizing June as Pride Month.

Shagoofa Khan, Antioch resident, provided written comment requesting reconsideration of the FY 20/21 budget to provide more resources for community-based programs. She also supported adoption of the 8 Can't Wait policies.

Emily Bonzi, Antioch resident, provided written comment in support of the formation of an Ad Hoc Committee on Police Reforms.

Christopher Smiley, Antioch resident, provided written comment in support of abolishing the police.

Yadira Fregoso, Antioch resident, provided written comment calling for the removal of Officer Mellone from the APD and requesting more funding for education.

Sara B., Antioch resident, provided written comment in support of the formation of an Ad Hoc Committee on Police Reforms.

Tamisha Walker, Antioch resident, provided written comment in support of the creation of a body to oversee Antioch Police Department as well as the creation of a city department related to race relations.

Jack Watkins, Antioch resident, provided written comment in support of restructuring the budget to divert funds to community-based programs. He expressed concern regarding the hiring of Officer Mellone.

Kevin Coppa, Antioch resident, provided written comment thanking the Council and Chief Brooks for their leadership. He requested the City eliminate the use of the MRAP vehicle and divert the funds devoted to its use to victims of police misconduct.

Charize Berbano, Pittsburg resident, and Kaitlin Bouchard, Antioch resident, provided written comment in support of defunding APD and diverting those funds to community-based programs.

Adriana Urrutia provided written comment recommending defunding of the APD and restructuring the budget to divert funds to community-based programs. She also called for the removal of Officer Mellone from the APD.

Lucile Meinhardt, Antioch resident, provided written comment in support of the City adopting police reforms and adopting the "Eight Can't Wait" policy.

Lamont Francies, Delta Bay Church of Christ, provided written comment in support of stricter laws regarding police officers charged with First Degree Murder. He also suggested that no officer be hired from outside of the community.

J Trizuto, Antioch resident, provided written comment in which he disagreed with the current policies of the City Council.

Muniba Ahmed provided written comment in support of restructuring the budget to divert funds to community-based programs.

Kiku Johnson and Lucas Stuart-Chilcote, Antioch resident, provided written comment in support of the *LGBT Pride Month in the City of Antioch* proclamation.

Errashay Davis, Antioch resident, provided written comment in support of 8 Can't Wait campaign.

Karen Hurtado, Antioch resident, provided written comment in support of funding schools, jobs and mental health services.

Damon Owens, Genesis Church, Charleszetta Davis, Brentwood resident and James Park provided written comment in support of the changes offered by Councilmember Thorpe.

Elisha Taylor, Antioch resident, provided written comment in support of restructuring the budget to divert funds to community-based programs.

Frank Sterling, Antioch resident, provided written comment in support of the formation of an Ad Hoc Committee on Police Reforms.

Nicole Gardner, Antioch resident, provided written comment calling for the removal of Officer Mallone from the APD.

Kathryn Wade, Antioch resident, provided written comment expressing concern regarding police misconduct.

Michael Kerr, Bay Point resident, provided written comment in support of reducing and replacing armed police with qualified community-oriented individuals.

Laura Ornelas provided written comment calling for the removal of Officer Mellone and police officers who had engaged in police misconduct.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Motts reported on her attendance at the Waterfront Ad Hoc Committee meeting with Councilmember Wilson. She read a prepared statement which spoke to the equality of man and humanity as well as the oppression of people of color. She stated that she may not fully understand but she would stand with those and amplify their voice.

Councilmember Wilson thanked Councilmember Motts for her comments. She reported on her attendance at the Waterfront Ad Hoc Committee and Tri Delta Transit meeting.

Councilmember Thorpe commented "Black Lives Matter".

Councilmember Ogorchock reported on her attendance at the League of California Governance Transparency and Labor Relations Committee meeting. She read a prepared statement regarding the senseless murder of George Floyd and discussed the importance of building sustainable relationships and a more just society. She stated that she believed everyone needed to be part of that conversation.

Mayor Wright reported on his attendance at the Mayor's Conference.

MAYOR'S COMMENTS

Mayor Wright stated he would be closing the meeting in honor of George Floyd and the senseless tragedy of his death. He noted it was time to come together and open discussion. He reported that he had had conversations with local Pastors regarding this matter and he would be meeting with Pastor Smith on June 11, 2020.

3. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MINUTES FOR MAY 12, 2020
- B. APPROVAL OF COUNCIL MINUTES FOR MAY 26, 2020
- C. APPROVAL OF COUNCIL WARRANTS
- D. APPROVAL OF TREASURER'S REPORT FOR APRIL 2020
- E. RESOLUTION NO. 2020/86 REQUESTING CONSOLIDATION OF ELECTION; LIMITING CANDIDATE STATEMENT WORD COUNT; AND CLARIFYING COSTS FOR THE NOVEMBER 3, 2020 GENERAL ELECTION FOR ELECTED OFFICIALS
- F. RESOLUTION NO. 2020/87 MICROSOFT SOFTWARE LICENSE CONTRACT RENEWAL
- G. RESOLUTION NO. 2020/88 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE NORTHEAST ANTIOCH ANNEXATION WATER AND SEWER FACILITY INSTALLATION (P.W. 693)
- H. RESOLUTION NO. 2020/89 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE PREWETT PARK DECK COATING REPLACEMENT (P.W. 567-8)
- I. RESOLUTION NO. 2020/90 BRACKISH WATER DESALINATION PROJECT (P.W. 694)
- J. RESOLUTION NO. 2020/91 ADOPTION OF THE 2019 EAST CONTRA COSTA COUNTY INTEGRATED REGIONAL WATER MANAGEMENT PLAN (P.W. 704-2)
- K. RESOLUTION NO. 2020/92 RESOLUTION APPROVING A PUBLIC IMPROVEMENT AGREEMENT FOR AMCAL EAST 18TH STREET ANTIOCH APARTMENTS (P.W. 371-RA-57)
- L. RESOLUTION NO. 2020/93 TURF MOWING BID AWARD
- M. RESOLUTION NO. 2020/94 3-PERSON LANDSCAPE TRIM AND CLEANUP CREW BID AWARD

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously approved the Council Consent Calendar with the exception of item I, which was removed for further discussion.

Item I - City Manager Bernal presented staff report dated June 9, 2020 recommending the City Council

Lucas Stuart-Chilcote expressed concern that the brackish/brown water would negatively impact the water ecosystem.

In response to Councilmember Ogorchock, Director of Public Works/City Engineer Samuelson gave a brief overview of the Brackish Water Desalination Project.

City Manager Bernal added that the concentration of the brine would be less than the water in the San Joaquin River so; therefore, there would be no environmental impacts. He noted the City had secured the permit and they had been working in conjunction with Delta Diablo to obtain the additional permits needed to construct, and operate the project.

On motion by Councilmember Ogorchock, seconded by Councilmember Motts the City Council unanimously approved item I.

PUBLIC HEARING

4. PUBLIC HEARING TO CONFIRM ASSESSMENTS FOR STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICTS 1, 2A, 4, 5, 9, AND 10 FOR FISCAL YEAR 2020/2021 (P.W. 500)

City Manager Bernal introduced Public Hearing Item #4.

Director of Public Works/City Engineer Samuelson and Administrative Analyst II Hoffmeiser presented the staff report dated June 9, 2020 recommending the City Council adopt a resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2020/2021.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

RESOLUTION NO. 2020/95

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock the City Council unanimously adopted a resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2020/2021.

5. ORDINANCE AMENDING CHAPTER 15 OF TITLE 8 OF THE ANTIOCH MUNICIPAL CODE "BUILDING REGULATIONS", ADOPTING BY REFERENCE THE CONTRA COSTA COUNTY FIRE CODE AND THE 2019 CALIFORNIA FIRE CODE WITH AMENDMENTS

City Manager Bernal introduced Public Hearing Item #5.

Director of Community Development Ebbs presented the staff report dated June 9, 2020 recommending the City Council introduce the ordinance amending Chapter 15 of Title 8 of the Antioch Municipal Code, adopting by reference the Contra Costa County Fire Code and the 2019 California Fire Code with amendments.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe the City Council unanimously introduced the ordinance amending Chapter 15 of Title 8 of the Antioch Municipal Code, adopting by reference the Contra Costa County Fire Code and the 2019 California Fire Code with amendments.

6. ORDINANCE REVISING THE MAYOR PRO TEMPORE SELECTION PROCESS

City Manager Bernal introduced Public Hearing Item #6.

City Attorney Smith presented the staff report dated June 9, 2020 recommending the City Council introduce by title only, waive the first reading, and receive public comment on an ordinance amending Sections 1.401 and 1.402 of Title 2 of the Antioch Municipal Code revising the selection process and term of office for mayor pro tempore.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

On motion by Councilmember Motts, seconded by Councilmember Thorpe the City Council unanimously introduced by title only, waived the first reading, and received public comment on an ordinance amending Sections 1.401 and 1.402 of Title 2 of the Antioch Municipal Code revising the selection process and term of office for mayor pro tempore.

7. INITIATIVE TO CHANGE GENERAL PLAN DESIGNATIONS WITHIN THE SAND CREEK FOCUS AREA AND PERMANENTLY REQUIRE VOTER APPROVAL OF AMENDMENTS TO URBAN LIMIT LINE

City Manager Bernal introduced Public Hearing Item #7.

City Attorney Smith presented the staff report dated June 9, 2020 recommending the City Council: 1) Adopt the resolution to submit the "Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to

Urban Limit Line," also known as the "Let Antioch Voters Decide" or "LAVD" Initiative, to the voters at the November 3, 2020 General Election. 2) Determine whether the City Council wishes to submit a ballot argument against the initiative measure and, if so, who will sign the argument on behalf of the City Council. 3) Amend the deadline date for the City Attorney's impartial analysis under section 7 as August 14, 2020.

Mayor Wright opened the public hearing.

Joanna Garaventa, East Bay Chapter of the California Native Plant Society, reported she had submitted a letter to Council in support of the Sand Creek Initiative "Let Antioch Voters Decide" (LAVD) and requested that it be placed on the November 2020 ballot.

Andrew Bassak, HansenBridgett representing The Zeka Group, reported he had provided Council with a detailed comment letter and spoke in opposition to the City placing the LAVD Initiative on the November 2020 ballot noting that they believed they lacked the authority to do so and would result in further litigation.

Seth Adams, Land Conservation Director Save Mount Diablo and spokesperson for the Antioch Community to Save Sand Creek and Juan Pablo Galvan, Save Mount Diablo, spoke in support of placing the LAVD Initiative on the November 2020 ballot and requested the City Council formally endorse the initiative.

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

Evan Gorman, Kristina Gutilla and Bruce Ohlson provided written comment in support of placing the LAVD Initiative on the November 2020 ballot and requested the City Council formally endorse the initiative.

John Bacher provided written comment in support of placing the LAVD Initiative on the November 2020 ballot.

Grechen Tofflemire, Richard Schneider, Beverly Knight and Lucille Meinhardt provided written comment in support of placing the LAVD Initiative on the November 2020 ballot and requested the City Council formally endorse the initiative.

Tamika Fitz provided written comment in support of placing the LAVD initiative on the November 2020 ballot.

Lucas Stuart-Chilcote provided written comment in support of placing the LAVD Initiative on the November 2020 ballot. He requested the City Council formally endorse the Initiative.

Jerry Sherfy provided written comment in support of placing the LAVD Initiative on the November 2020 ballot.

Dave Sharp provided written comment requesting the City Council not approve any development to the west of Kaiser.

Mayor Wright closed the public hearing.

In response to Councilmember Ogorchock, City Attorney Smith explained SB330 Legislation was a factor that would have to be taken under consideration if the Initiative passed and litigation challenged whether the Initiative was in compliance. He noted at this time the City Council could move forward and perform the ministerial duty of placing the item on the ballot.

Councilmember Motts stated that 9000 citizens voted to place this item on the ballot and the courts had ruled that it be placed on the November 2020 ballot. She voiced her support for placing it on the November ballot.

Councilmember Thorpe requested staff bring back consideration of endorsing the Initiative.

A motion was made by Councilmember Ogorchock, seconded by Councilmember Wilson to approve the resolution.

Following discussion, the maker of the motion and second withdrew the motion. The following motion was then made.

A motion was made by Councilmember Ogorchock, seconded by Councilmember Thorpe to authorize the filing of written arguments for and against the proposed initiative measure setting priorities for filing written arguments requesting consolidation with any other elections conducted on the same date, requesting election services by the registrar of voters, directing the City Attorney to prepare an impartial analysis of the initiative measure.

Following discussion, the maker of the motion and second withdrew the motion. The following motion was then made.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously determined that it shall not authorize arguments against the initiative measure to be submitted by the City Council.

RESOLUTION NO. 2020/96

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously 1) Adopted the resolution to submit the "Initiative to Change General Plan Designations within the Sand Creek Focus Area and Permanently Require Voter Approval of Amendments to Urban Limit Line," also known as the "Let Antioch Voters Decide" or "LAVD" Initiative, to the voters at the November 3, 2020 General Election amending section 4 to read "shall not" authorize arguments against the initiative measure and changing the date in Section 7 to August 14, 2020.

COUNCIL REGULAR AGENDA

8. CREATION OF A CANNABIS STANDING COMMITTEE

City Manager Bernal introduced Regular Agenda Item #8.

Administrative Services Director Mastay presented the staff report dated June 9, 2020 recommending the City Council: 1) Adopt the resolution to form the Cannabis Standing Committee. 2) Confirm the appointment of the two (2) members of the standing committee.

Mayor Wright nominated Councilmember Thorpe and Councilmember Wilson to serve on the Cannabis Standing Committee.

RESOLUTION NO. 2020/97

On motion by Councilmember Thorpe, seconded by Councilmember Wilson the City Council unanimously 1) Adopted the resolution to form the Cannabis Standing Committee. 2) Confirm the appointment of Councilmembers Thorpe and Wilson to the standing committee.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal announced the LGBT Pride Flag would be raised at City Hall at 8:00 A.M. on June 10, 2020.

COUNCIL COMMUNICATIONS

Councilmember Thorpe requested staff bring back a discussion on the formation of an Ad Hoc Committee on Police Reform.

Councilmember Ogorchock requested staff provide an update on the citywide PLA.

Councilmember Motts reported that she had had technical issues this evening and found it difficult to hear peers, community, and staff. She asked if something could be done to improve the technical issues.

Council responded that they had not had a problem hearing staff or peers; however, there were connection problems from people who had called in to the meeting.

Councilmember Thorpe requested staff agendaize the Police Reform Ad Hoc committee as soon as possible.

Councilmember Motts agreed that this item should be brought back as soon as possible.

Mayor Wright closed the meeting in honor of George Floyd and all those who had died senseless deaths.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 9:22 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

CITY COUNCIL MEETING

Special Meeting
7:00 P.M.

June 16, 2020
Meeting Conducted Remotely

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

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

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

Minutes Clerk Eiden called the roll.

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

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS - None

COUNCIL REGULAR AGENDA

1. CREATION OF A POLICE REFORM AD HOC COMMITTEE AND CITY COUNCIL STUDY SESSIONS TO CONSIDER AD HOC COMMITTEE FINDINGS AND RECOMMENDATIONS

Mayor Wright introduced Regular Agenda Item #1. He announced that due to the large amount of comments submitted, public comment time would be reduced to one minute. He also announced that the City would accept public comments on this agenda item up until 8:00 P.M. this evening. He explained that if the public comment period were nearing completion by 10:00 P.M. they would continue to deliberate and if not, they would receive public comment until 11:00 P.M. and continue the meeting to a future date.

The following public comment comments were read into the record by Director of Parks and Recreation Kaiser. In instances where a proper name was not given, pseudonyms used identified the commenter.

Michelle Dear, Gabriel Ulloa, Teresa Gentilini, Gopal Ramaiya, 45jhp4u, Larry Todd, Barbara Roscoe, Jeff Beckett, Danny Cullen, bjmont, Larry Baines, Dave Page, Larry Hernandez, tnsbeez, Diana Gomez, Quoc Nguyen, Alicia Flores, Cynthia Muscat, Caroline Espinoza and Mike Green provided written comment in opposition to creating an Ad Hoc Committee on Police Reform and in support of holding community-based forums.

Edith Saldano, Andrea Canedo, Khari Rhodes, Jazlyn Avelino, Malaya Maltez, Briana Guillory, Fardin Shahabzadah, Sofia Ahmadzai, Bryon Sok, Carissa Fejarang, Jamari, Pollard Kiruuta, Myles Rainey, Kiana Steward, Jalen Evers-Threatt, Natalie Gutierrez, Stephanie Siemens, Lily Metcalf, Summer Pagan, Stanley Avelino, Tatiana Brizuela, Antioch residents and Deer Valley High School Alumni, Jessica Pham, Jocelyn Silva, Cecilia Garcia, Antioch residents and Antioch High School Alumni, Erysse Green and Dominyque Gibson, Antioch residents and Los Medanos Alumni, Emmy Cheung, Antioch resident, 2020 Alumni, Isaiah Aumua, Heritage High School Alumni, Ria Roblez, Sayed Habibi and Matavai Canady, Antioch residents, Vanessa Williams Antioch resident and Cornerstone Alumni and Korey Lombard, Antioch resident, Deer Valley and Howard University Alumni, Jessica Ramos, Mental Health Counselor in Contra Costa and Diana Navarrete, Bay Point and Mount Diablo High School Alumni, provided written comment requesting the City of Antioch shift toward the *8 To Abolition* campaign policies. They also supported the proposal to form an Ad Hoc Committee on Police Reform and called for the resignation of Antioch Police Officer Mellone.

Richard King, Bay Area resident, provided written comment in opposition to the formation of an Ad Hoc Committee on Police Reform and in support of the community addressing this issue.

Sandy Smith provided written comment in opposition to the formation of an Ad Hoc Committee on Police Reform and in support of the Council working directly with the Antioch Police Department.

Leonte Thomas provided written comment in which he discussed police misconduct and support of an Ad Hoc Committee on Police Reform.

Robert Pineres, Michael Murrujo, Mr. & Mrs. Bannister and Susie Finn provided written comment in opposition to the creation of an Ad Hoc Committee on Police Reform and in support of a community-based forum.

Vidal Pendergrass, Sergio Duarte, Lupita Torres, Viren Cecilio, Ahniyel Parker, Amanda Moreno, Meghan Thompson, Kevin DeShawn, Marianna Berntsen and Sabrina Ascencio, Antioch residents, provided written comment urging the City of Antioch to adopt the 8

Can't Wait campaign policies, approve the Ad Hoc Committee on Police Reform and called for the resignation of Officer Mellone.

Kyla Hawkins, Antioch area resident, provided written comment in support of requiring police officers receive courses in Psychology, Sociology and Humanities. Additionally, she suggested officers take yearly psychology exams.

Christine King, Antioch resident and Sonya Managan, Lumpy's Diner Owner, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of Antioch Police Department.

Saul Gutierrez, Britney Ponce and Christopher Hoyer, Antioch residents, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and requested Council look at other options for receiving public input.

Jo Columbo provided written comment in support of the formation of the Ad Hoc Committee on Police Reform.

Mayor Wright questioned if there was a way to batch the comments that were the same.

Administrative Services Director Mastay responded that they had batched as many as possible prior to the meeting; however, they did not have time to batch all of them.

City Attorney Smith added that if people were identifying themselves from a certain school or location that information should be provided and then if the body of the letter was the same, it could be read once. However, if deviations existed, they needed to be read independently.

Mayor Wright stated that all the public comments would be part of the record.

Director of Parks and Recreation Kaiser continued to read public comments submitted.

Susana Villegas-Rodriguez and Bianca White, Antioch residents provided written comment urging the City of Antioch to adopt the remaining 8 *Can't Wait* campaign policies. They also supported the formation of the Ad Hoc Committee on Police Reform and called for the resignation of Officer Mellone.

Brendan Looney, Christina Gonsalves, Antioch resident and Deer Valley High Alumni, Leila Garcia, Dozier-Libbey Alumni and Dakota Spencer, Antioch resident, provided written comment requesting the City of Antioch shift toward the 8 *To Abolition* campaign policies. They also supported the formation of an Ad Hoc Committee on Police Reform and called for the resignation of Antioch Police Officer Mellone.

Michael Pohl provided written comment in opposition to the formation of an Ad Hoc Committee on Police Reform.

Lakeisha Lee provided written comment in support of the formation of an Ad Hoc Committee on Police Reform.

Mayor Wright declared a recess at 8:02 P.M The meeting reconvened at 8:12 P.M. with all Councilmembers present.

Director of Parks and Recreation Kaiser continued to read public comments submitted.

Robert Nicholas Jr., Bay Area resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and requested Council look at other options for receiving public input.

Angela Baxter, Antioch resident, provided written comment requesting accountability for the Antioch Police Department.

Monica Ambriz-Misquez, Antioch business owner, Rita Cross and Curtis Holzer Antioch resident and business owner, provided written comment in support of Chief Brooks and in opposition to the formation of an Ad Hoc Committee on Police Reform.

Billl Buhlman, Antioch resident, provided written comment in support of the Antioch Police Department.

Pamela Garcia, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and the elimination of military equipment from the police force. She suggested reaching out to County and State leaders to call for zero tolerance for all fireworks.

City Attorney Smith raised a concern that all letters being batched were of a similar perspective and letters that were unbatched were of another perspective. He noted it was still early in the process so he would wait to see how the comments were, going forward.

Mayor Wright responded that he believed batching should occur if it was the same wording such as a form letter and noted they were not trying to take away the speaker's ability to voice their opinions.

City Attorney Smith speaking to an equity concern clarified that they wanted to assure that the people being batched were not of one perspective and everyone had the chance to participate with an equal voice.

Director of Parks and Recreation Kaiser continued to read public comments submitted.

Jennifer Cooper and Barbie Bristow, Antioch resident, provided written comment in support of the Antioch Police Department and in opposition to the formation of the Ad Hoc Committee on Police Reform.

Nancy Mauri provided written comment in support of the Antioch Police Department and Chief Brooks, and in opposition to the formation of the Ad Hoc Committee on Police Reform. She suggested Council hold community-based forums.

Lori Curry provided written comment in support of the Antioch Police Department.

Barry Jordan provided written comment on behalf of another resident, in support of providing physical combat and psychological training for Antioch Police Officers.

Dejah Younger, Deer Valley High School Alumni, provided written comment expressing concern that the City of Antioch was spending a majority of their budget on Antioch Police Department and suggested that the money be redistributed to the schools and affordable housing projects.

Carol Kuhn, Antioch resident, Eric and Peggy Wunderly and Sydney Foster, Diana Smith, Teri Ortega, Jose Sublasky, Amber Sublasky, Raymond Sublasky, Sebastian Salazar, Abraham Salazar and Jesus Salazar, Antioch residents, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of Chief Brooks, and the Antioch Police Department.

PJ and Noelle Sakamoto provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of a community-based forums.

Martha Parsons, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of directing the Police Crime Prevention Commission to address the issue. She also supported Chief Brooks and the Antioch Police Department.

rednek1976 and David Redford provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform.

Ralph Garrow, Antioch resident, provided written comment in support of the Antioch Police Department and a public review process for the department. He suggested Council hold community-based forums.

Lori Pino, Antioch resident and Catherine Mannina provided written comment in support of the formation of the Ad Hoc Committee on Police Reform.

Joe Davis, Antioch resident, provided written comment noting the affect the passages of the sales tax measures had had on the reduction of crime in Antioch. He urged the Council to consider that fact in their deliberations.

mdibadin, provided written comment in opposition to the City Council reducing the budget for the Antioch Police Department.

Angelic Archuleta provided written comment in support of defunding the Antioch Police Department and redistributing those funds to youth and economic development.

Asheeka Narayan, Antioch High Alumni, provided written comment in support of defunding and reforming the Antioch Police Department.

montclarironell provided written comment in support of accountability and change in the community, as well as programs and resources for rehabilitation.

Anthony Doherty, Antioch resident, provided written comment urging the City of Antioch to adopt the *8 Can't Wait* campaign policies.

Nora von Ubin and Dee, Antioch residents, provided written comment in support of Chief Brooks and the Antioch Police Department.

In response to Director of Parks and Recreation Kaiser, City Attorney Smith requested that she read the entire comment for large batches. He noted part of this process was to make everyone understood the weight of public comment so if there was a large batch for one side, they would want something similar for the other side, to assure balance and equality.

Mayor Wright stated in this format, it allowed for the reading of the entirety of the comment.

City Attorney Smith stated that all comments would be posted online. He reiterated that if he started to see a pattern, he would raise an equity concern.

Mayor Wright commented that the other concern was that they balance the comments with being able to get to the business before Council and with over 700 comments it may take three meetings.

City Attorney Smith directed Director of Parks and Recreation Kaiser to read the names and if provided, the individual identity information of the commenter.

Director of Parks and Recreation Kaiser continued to read public comments submitted.

Miranda Alexander, Oakley resident, Deer Valley High School and Independence High School Alumni, Mary Vocal, Vanessa Viveros, Sofia Da Silva, Alessandra Barilla, Matthew Whitlow, Neftaly Perez, Jennifer Ramirez, Elizabeth Vargas, Jeremiah La'Strap, Deborah Sandoval, Cassidy Pedersen, Ariana Cole, Antioch residents and Deer Valley High School Alumni, Emmanuel Pantojo Antioch resident and UC Davis Alumni, Donjenique Smith, Antioch resident and Black Diamond Middle School and Deer Valley High School Alumni, Kyra Gallego, Antioch resident and Liberty High School Alumni, Liliana Garcia, Antioch resident and Antioch High School Alumni, Yaritza Garcia, Nigel Osorio, Allycia Montecino, Ana Guardado, Antioch residents, Brianna Carter, Bay Point

resident and Mount Diablo High School Alumni, Raymond Smith, Brentwood resident, Shane and Shane Reyes former Antioch residents, Muniba Ahmad, Sophia Villanueva, Citlali Perez, Veronica Johns and Miranda Pena provided written comment requesting the City of Antioch shift toward the *8 To Abolition* campaign policies. They also supported the proposal to form an Ad Hoc Committee on Police Reform and called for the resignation of Antioch Police Officer Mellone.

Mikel Martin, Mike, Kelly & Spencer Green, Jon Goodman, Donald, Jeff Butson, Wade Jones, Victoria Martinez, Sarah Olavides, Ankit Panchal, John Bloxham, Gil Hearn, Michael Zink, Antioch residents, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of Chief Brooks and Antioch Police Department. They suggested holding community-based forums.

The following public comments were read into the record by Finance Director Merchant.

Kelly Torres, Alliyah Thomas, Kevin McManimen, Victoria McManimen, Robin Poppino-Kuntz, Maria Rios, Joel Fairhurst, Antioch residents, provided written comment urging the City of Antioch to adopt the remaining *8 Can't Wait* campaign policies, approve the Ad Hoc Committee on Police Reform.

Veronica Ramirez, Elizabeth Leon, Yancie Davis, Leon Thomas, Mary Thomas, Jon Davis, Cesar Rugerio, Ignacio Navarro, Lamont Hamilton, Rhonda Jackson, Tyree Smith, Jeniece Hill, Shay Davis, Abigail Hunt, Kiara Clark, Sebastian Rugerio, Kady McLaughlin, Antioch residents, Jorge Tellez-Heredia, Kellie S., Tenile Watford, Marcus Logan, Terrence Young, Natasha Wilczkowiak and Maria Hernandez, Antioch resident and Deer Valley High School Alumni, provided written comment in support the formation of the Ad Hoc Committee on Police Reform.

Alicia Abad, Antioch resident, provided written comment in support of Antioch Police Department.

Pauline van Nispen and Michelle Johnson, Antioch resident, provided written comment in support of Chief Brooks and the Antioch Police Department, and in opposition to the formation of the Ad Hoc Committee on Police Reform.

Adamari Franco, Zoe Davis-Watkins, Jaclyn Dunz, Isaiah Taylor, Antioch residents, Audrey Greenlaw and an unidentified speaker provided written comment in support of defunding Antioch Police Department and reallocating funds to education, mental health services and community outreach programs.

Marie Gutierrez, Antioch resident provided written comment in support of defunding Antioch Police Department and the formation of the Ad Hoc Committee on Police Reform.

Rachel Jones, Antioch resident, provided written comment calling for the resignation of Officer Mellone.

Martha Darden, Antioch resident, provided written comment requesting that Officer Mellone receive proper training or be removed from the Antioch Police Force.

Darrell Olden, Antioch resident, provided written comment in support of defunding the Antioch Police Department and reallocating funds to education, mental health services and community outreach programs. Additionally, he requested the City hold officers accountable for misconduct.

Mary Williams, Antioch resident, provided written comment in support of racial bias training for Police Officers.

Jamie Reed provided written comment in support of separating jobs for police officers to ensure every community member had their needs met.

Isaiah Taylor, Antioch resident, provided written comment in support of defunding Antioch Police Department and investing in the community.

Siena Davis, Antioch resident, provided written comment in support of defunding Antioch Police Department and reallocating funds to education, mental health services and community outreach programs. She also supported the creation of a task force of unarmed, trained social workers and counselors to respond to issues that do not require force. She suggested going beyond the *8 Can't Wait* campaign policies.

Mayor Wright declared a recess at 9:16 P.M. The meeting reconvened at 9:26 P.M. with all Councilmembers present.

Finance Director Merchant continued to read public comments submitted.

Itzel Vargas and George Aguilar, Brentwood residents, provided written comment urging the City of Antioch to adopt the *8 Can't Wait* campaign policies and approve the Ad Hoc Committee on Police Reform.

Tracey Davis Watkins, Antioch resident, provided written comment in support of defunding the Antioch Police Department and reallocating funds to education, mental health services and community outreach programs

Susana Williams, Antioch resident, provided written comment in support of changing police and safety protocols within Antioch.

Ignacia Preciado, La Tanya Henderson, Talisha Smith, Kiara Marie, Brian Palmer, Miyah Owens, Alissa Pane and Megan Guidi, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform.

Tabitha McDaniel, Antioch resident, provided written comment urging the City Council to sign the “My Brother’s Keeper Alliance Pledge” and in support of the formation of the Ad Hoc Committee on Police Reform.

Wendell Watkins, Antioch resident, provided written comment requesting money for the Antioch Police Department budget be reallocated to programs and housing people with mental health problems.

Ernest Villescaz, Renee Gunson, Antioch resident, X Stowe, Sandra Acosta, Sunny Wells, Dan Wedemeyer, James Nelson, Joseph Cliscagne, Steve Schaefer, Jessica Messina Firkins, Matt A, Treese Swanson, Jon Goodman, Pastor Henry Killings, William and Janet McDaid, Antioch residents, Broken Wing, Ms. Keith Lee, Anthony Bulatao, Jim Taylor, George and Lolly Aguilar, Robert Haessly, Antioch residents, Dr. G Waldman, Julianasirobert, Tom, Sylvia Ramirez, Arthur Erikson, M Davies, Doots Manyore, Frank Giovanni, Denise Stanley, Mian Arshad, Owen and Monique Murray, Antioch residents, Robert and Janet Buckley, Antioch residents, Jimmy G Bean, Cindy Mudge, Selena McBrd, J X Garriss, Jim Griffis, Michelle Griffis, Michael Courtney, Leslie Medina, Carol Radatz, Yvonne Eisenman, Abigail Seeley Finch, Crystal Davenport, William Gonzaga, Rob Kent, Gary Green, Rick Hutchison, Katie Stowe, Lynn Broom, Norma Nicholas, Sot Fam, M Bruntz, Martha Schleiter, Jamie Rackley, Lisa Avery, Antioch resident, Mike Shaikh, Charlene Hopkins, Jo Anne Schooley, Juanita Dellinger, Linda Lilley, Desiree Vibat, Clifton Sweeney, Father Robert Rein, St. Ignatius of Antioch Catholic Church, Christine Meairs, Antioch resident, Mike Ruybal, Yvonne Ortiz, Virgilio Santos, Lauren Santiago, Ron's Comcast, Christine Johnson, Peggy Dunbar, Lucy Bryce, Jo, David Naro, Dreena, Jennifer Keys, Michele Dear, Ron Palsa, Tricia Talens, Richie Beltram, Dina Patty Martinez, Antioch resident, Sharon Beach-Myers, Susan Kelly, Ed Rich, Jeff Butson, Barbara Carini, DeAnna Schaefer, Nicole Perez, Michael Wright, Kathy Chang, Antioch resident, Go Send Me, B H, Tina Ogran, Sue Bush, Dale Rich, Syglenda Ford, Derek Coombes, Spencer Green, Ventura, Summer Toulou, Nemesis, Kari Dutra, Irene Okero, gwestfam, Don Trotta, Charles Nichols, Courtney Campbell, Kelly Green, Edwin Stokes, Dennis Kettner, Antioch resident, Moe Dill, Mark Gallagher, Antioch resident, Daniel Chavez, Douglas Wilson, Vanessa Leyva, Winona Fournier, Sunny James Enriquez, Margie Reis, Deborah Williams, Peggy Bartram, Mt Kettner, PJ Bartneck, Michael Ricker Suni Brito, Laura Mendez, Julio Gonzalez, John Williams, Marysann, hippoatlarge, Anthony Kia, Lori Medeiros, Tina Hoyer, Isuru Karunaratne, harper7942, robstoys, Dean Phillips Jr., Steve & Deborah Gonsalves, Sandi Mauricio, Sylvia Olivetti, Kimberly Jankela Skye, Thedra Allen, Shane San Martin, David Siegel, Sue Olson, Alicia Tinnirello, Antioch resident and Jack s Dee, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and requesting Council consider other options that will not lead to defunding the Antioch Police Department.

The following public comments were read into the record by Director of Economic Development Reed.

Rodney McClelland, Hilda Parham, Hans Ho, Andrew Schleder, Bart Miller, Tami Lopez, Jonathan Black, Larry Harrison, Michael Aiello, Graeme Darlington, Dale Paris, Richard “Kenji” Freitas, Jon Kondra, Meg Miller, Sandra White, Antioch residents, Tom Fuhrmann, Retired Antioch Police Department Sergeant, Milanka Schneiderman, A. J. Ponsiglione, Sabrina Cross, Bay Area resident, Louise Green, Lisa Bramblet, Terri Bunting and James Vincent, retired member of Antioch Police Department, provided written comment in support of Chief Brooks and the Antioch Police Department, and in opposition to the formation of the Ad Hoc Committee on Police Reform.

Melissa Case, Gail Giovanni, Lenora Langman, Ricky & Susan Hellrung, Chuck Kuslits, Nick Smith, Antioch residents, Hannah McDevitt, Bay Area resident, Ali Khalili, Angelica Estrada, Rachelle Parscal Antioch residents and Jacqueline Fortner, Bay Area resident provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of Council finding other options that will not lead to defunding Antioch Police Department.

Bobby D. White Jr. provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of defunding Antioch Police Department.

Danielle Taylor, Edyth Cuevas, Lorraine Crichton and Ciana Ochoa provided written comment in support of the formation of the Ad Hoc Committee on Police Reform.

Toni Shamrock, Carl Lorenzo, Sabrina Bento and Bryant Da Groot, Antioch residents, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and defunding the Antioch Police Department to fund community outreach programs.

Mom Teri, Antioch resident, provided written comment in opposition to defunding the Antioch Police Department.

Ralph Hernandez provided written comment in support of evaluating every officers’ record especially those involved in misconduct. He also provided a link to an article entitled “What Exactly Does It Mean to Defund the Police?”.

Diane Scotto, Debra Schneider, Melissa Rhodes, Bob Liles and Brian Nissen, Antioch residents provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform.

Ruth Pastor, Antioch resident, Mike Schneider, Peggy Vertin and Jamie Fernandez provided written comment in support of the Antioch Police Department.

Mary Bowman, Antioch resident, provided written comment in support of and reimagining Antioch’s public safety rooted in a public health approach.

Melissa Case provided written comment stating that if Measure C were repealed, residents should no longer be required to pay those taxes.

Steve Evans, Lisa Hunt, Jonathan Clark, Judith Perry, Kym Layton-Cummings Audrey Murphy, Antioch residents, Jose Ortiz, Sadie Minjares and Tony Tiscareno former Councilmember, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of holding community-based forums.

Jon Goodman provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and requested Council consider other options that will not lead to defunding the Antioch Police Department. He also discussed a proposal related to renter's rights.

Alyssa Perry provided written comment expressing concern for the safety of the children who fear police misconduct.

rednek1976 provided written comment, in support of the formation of the Ad Hoc Committee on Police Reform and ongoing training for the Antioch Police Department.

Mathew Nelson, Sydney Berrios, Darienne Vilorio and Nancy Bachmann provided written comment urging the City of Antioch to adopt the *8 Can't Wait* campaign policies and approve the Ad Hoc Committee on Police Reform.

frognana, provided written comment in opposition to any funding cuts to the Antioch Police Department.

Kristina Gutilla provided written comment in support reviewing and updating the standards in which Antioch Police Department conduct themselves as well as an Ad Hoc on Police Reform provided they receive input from all stakeholders.

Gil Murillo, Antioch resident, provided written comment in support of holding community-based forums with the stakeholders to address this issue.

Ken Turnage II provided written comment expressing concern regarding the divisiveness of this agenda item.

William Bunting provided written comment stating he believed a Closed Session meeting regarding the making of policing policies was a violation of the Brown Act and deserved the full attention of Antioch voters. He supported Chief Brooks.

Alexandra Viera, California resident, provided written comment urging the City of Antioch to adopt the *8 Can't Wait* campaign policies and approve the Ad Hoc Committee on Police Reform. She also expressed concern regarding the hiring of Officer Mellone.

Patrick Hensley, Antioch resident, provided written comment in support of the City Manager working directly with Chief Brooks to resolve any issues, if they exist.

Janet Zacharatos, former Antioch Planning Commissioner, provided written comment in support of Chief Brooks and the Antioch Police Department and in opposition to the formation of the Ad Hoc Committee on Police Reform. She suggested utilizing the Police Crime Prevention as a vehicle to provide an open-ended dialog regarding community policing concerns.

Enrico Molo, Antioch resident, provided written comment requesting the City of Antioch shift toward *8 To Abolition* campaign policies.

David McCully, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform.

Ali Hamilton, Antioch resident and Deer Valley High School Alumni, provided written comment in which she discussed racism.

Following discussion and being approximately halfway through the public comments, the City Council continued the Special meeting to June 18, 2020 to hear remaining comments. Mayor Wright announced that the public comment period was closed.

In response to Councilmember Ogorchock, Administrative Services Director Mastay reported that they had not received any phone calls related to the agenda item this evening.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe the City Council unanimously continued the meeting to June 18, 2020.

The Special Meeting concluded at 11:04 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

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CITY COUNCIL MEETING

Continued Special Meeting
7:00 P.M.

June 18, 2020
Meeting Conducted Remotely

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

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

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

Minutes Clerk Eiden called the roll.

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

PLEDGE OF ALLEGIANCE

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

COUNCIL REGULAR AGENDA – CONTINUED FROM JUNE 16, 2020

- 1. CREATION OF A POLICE REFORM AD HOC COMMITTEE AND CITY COUNCIL STUDY SESSIONS TO CONSIDER AD HOC COMMITTEE FINDINGS AND RECOMMENDATIONS (Public Comment continued from June 16, 2020)**

Mayor Wright introduced Regular Agenda Item #1.

City Manager Bernal introduced Agenda item #1. He announced the Public Comment period for this agenda item was closed at the June 16, 2020 Special meeting. He noted anyone on the June 16, 2020 Zoom webinar who did not have the opportunity to speak would be provided the opportunity to speak this evening. He further noted there would be no new speakers accepted.

Administrative Services Director Mastay clarified that all speaker requests for this evening whether on the webinar or by speaker card were submitted prior to 8:00 P.M. on June 16, 2020. Speaker times were previously reduced by Council to one-minute.

Danny Stills, Antioch resident, spoke in support of the Antioch Police Department and in opposition to the formation of an Ad Hoc Committee on Police Reform.

The following public comment comments were read into the record by Finance Director Merchant. In instances where a proper name was not given, pseudonyms used identified the commenter.

Victor Salinas, Kristine Deacon, Dominique King, Natalie Petersen, Michael Pruett, Harry Thurston, Brendon O'Laskey, Antioch residents, Bryan Rodriguez, Brentwood resident, Gabi Rivas and Jason and Gary Walker-Roberts provided written comment in support of the formation of the Ad Hoc Committee on Police Reform.

K Hashini, Chanel Castillo, Heather Leach, Spencer Green and J Delucia, Antioch residents, Daniel Caron, Joe Marglin, Vivian Adrian, William McCurdy, local residents, and Larry Hopwood, Retired Sergeant of Antioch Police Department and Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of the Antioch Police Department. They requested the City Council consider holding community-based forums.

G Lombard, ValDino Lombard, Eric J. Edwards and A. Edwards provided written comment in support of the formation of an Ad Hoc Committee on Police Reform and requesting the City Council reallocate money from the Antioch Police Department budget to fill the needs of the community.

Kathleen Maasberg, Carolyn Van Gilder, Leilani Russo, John Smith, John, Robert & Tracy Hutchinson, Michele Dear, Tina, Irene Okero, Gabriel Ulloa, 45jhp4u, jamminjan12, Mitch Rizzuto, Phyllis Rizzuto, Denicia Watley, Lesli Reano, Denise Jones, Robert Weinstein, Kevin Godbey, Yolanda Smith, Andrew Leahy, Cary Belzner, Elsa Belzner, Halina Fortunato, Robert Amacker, George Lori, Jeremy Belzer, Joe M, Stephanie Norman, Jeffrey Santoso, Jose Ortiz, Guillermina Lubinski, Helen Wu, Michael Gatti, Teresa Cannedy, Jennifer Emmons, Antioch residents, snf and Stephen Liberatore provided written comment in opposition to the formation of an Ad Hoc Committee on Police Reform and in support of a community-based forum lead by Chief Brooks.

Amelia Jung, Savasia Vida, Paola Berumen, Daniela Diaz, Leilah Hoang, Alexandra Tagliamonte, Marianne Alvarez, Eric Tarrosa, Luzila Merino, Emily Cecil, Jared Fialho, Heath Galiwango, Emily Cecil, Jackie Villasenor Ochoa, Savannah Scarlett, Ariana, Erika Adams Odhiambo, Isabel Moreno, Sequoia Cooper, Julia Ramos, Ellie Cordova, Michele Canny, Emily Mun, Jason Wesley, Cheyanne Ramirez, Alliyah Thomas, Kim Grandi, Tae Briggs, Younces Idmahand, Miles Smith, Miles, Jaxon Culcasi, Kane Rage Gaming, Kiara Clark, Gabriella Morales, Abby Suster, Tiyana Arnold, Siah Baakoi, Cynthia Martinez,

Theresa Householder, Michelle Perea, Kristina Sevcik, Jazz Allam, Amy Le, Kiara Horde, Savannah Luy, Bryll Marco, Franchesca Dion Quisao, Jordan Wysinger, Lexie Harris, Vijva Raj, Brandon Krystof and Jeff Phillips, Antioch residents, provided written comment urging the City of Antioch to adopt the *8 Can't Wait* campaign policies, approve the Ad Hoc Committee on Police Reform and called for the resignation of Officer Mellone.

Jeanine Shipilov, East Contra Costa County resident, Terri Robinson, Jenna Wesenhagen, Tracy Delucia, Jeremy Bennett, Shannon Delatorre, Theresa Elser, Judy Pence, Tony Hall, Alexis Zaffino, Tony Darone, Diane Wesenhagen, LegoPammy, Bill Young, Dave Briseno, Tina Gillette, Jill Gerstenberger, Antioch residents, Loretta Lindsay, Arturo Hurtado, Rich Matosich, Brenda Briseno, Katie Kavanaugh, Heather Matis, Lydia Hamilton, Steve Kavanaugh, Samantha Peterson, Jennifer Lee, Frances Shipilov, Walter Shipilov, Austin Graham, Jason Vanderpool, Danielle Vanderpool, Vince Graziano and Sue Vanderpool, Bay Area resident, provided written comment in opposition to the formation of an Ad Hoc Committee on Police Reform and in support of the City Council investigating an option that would include all stakeholders.

Melissa Madrigal, Phil and Susan Waldsteicher, Sandy McGee, Dennis Jeffus, Carole Allen, Max Vargas, Colby and Cindy Barry, Jeff & Carol Crump, Michael Gobbell, Gary Schoo, Cynthia Wiggins Wyrick, Leon Pence, Debbie Rich, Wayne Butler, Gerald Lubinski, Nancy Green, Alicia Tinnirello, Lola Buck, Antioch residents and Theresa Nelms provided written comment in opposition to the formation of an Ad Hoc Committee on Police Reform and in support of considering options that would not lead to defunding the Antioch Police Department.

Jim Roscoe and Carole Allen, Antioch residents, provided written comment in opposition to defunding the Antioch Police Department and in support of better investigation of new hires.

Professor Andy Nguyen provided written comment in support of the formation of an Ad Hoc Committee on Police Reform and defunding the Antioch Police Department.

Sal Sbranti, Antioch resident, provided written comment in support of the Antioch Police Department and in opposition to the formation of the Ad Hoc Committee on Police Reform. He noted if the Ad Hoc Committee was formed he believed Councilmember Thorpe should be excluded from serving on the committee.

Linda and Gopal Bohara, Antioch residents, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and expressed concern regarding police misconduct.

Angel Gordon provided written comment in support of defunding the Antioch Police Department and increasing funding for affordable housing and mental health programs.

Marty Maglinte and Robert Pohl, Antioch residents, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform.

Jesse Zuniga Jr., Antioch resident, provided written comment in which he gave a brief history of his law enforcement and community service.

Megan Zmerzlikar, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform, defunding and disarming local police, and calling for the resignation of officer Michael Mellone.

Sharon Johnson, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and further training for officers.

Don Bright provided written comment in support of the Antioch Police Department.

Sarah Kabir, Antioch resident and Dozier-Libbey Medical High School Alumni and Jay Camrose, provided written comment in support of Police Reform in Antioch.

Lorece Crockett, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of a community-based forums.

Victor Nguyen, Antioch resident and Deer Valley High School Alumni, provided written comment requesting the City of Antioch shift toward the *8 To Abolition* campaign policies.

Kirk Van Bronkhorst provided written comment in support the formation of the Ad Hoc Committee on Police Reform and expressed interest in being involved in the process.

Beverly Knight, Antioch resident, provided written comment in support of the Antioch Police Department and Chief Brooks providing Council with monthly status reports.

Sarah Locklin, Antioch resident and Deer Valley High School Alumni, provided written comment in which she discussed her experiences living in Antioch.

Tadaiza Tate provided written comment in support of allocating more funding toward education and childcare programs.

Manny Soliz, Former Councilmember and Mayor Pro Tem, Vanessa Hellman, John Passur, Pam Poggensee and Mike Moses, Antioch resident, provided written comment in support of the Antioch Police Department and in opposition to the formation of the Ad Hoc Committee on Police Reform.

Leslie May provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of developing a comprehensive approach to hold police accountable.

Lucy Meinhardt provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and holding open community forums.

Terry Ramus, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of utilizing the Police Crime Prevention Commission to discuss issues around policing.

Arrieana Edwards provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and reallocating police funding for community needs.

Sharon Martinez provided written comment in support of defunding the Antioch Police Department and investing in communities and schools.

Jeffrey Klingler provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of a standing committee.

Victoria Adams, President of the East County Branch of the NAACP, provided written comment in support of an independent Police Oversight Committee.

Mike Barbanica, Antioch resident and Business Owner, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of other alternatives that would involve the community.

Willie Mims provided written comment in support of a review of the Antioch Police Department's excessive force and canine unit policies. He also supported ongoing training on racial profiling/bias and de-escalation techniques. Additionally, he suggested the formation of a civilian Oversight Commission.

Jack Bruckman, Antioch resident, provided written comment in support of Chief Brooks and in opposition to defunding the Antioch Police Department. She supported retraining the police force and eliminating officers that had been involved in misconduct.

Zoey Jones provided written comment in support of defunding and disarming the current policing system.

Mayor Wright declared a recess at 8:06 P.M. The meeting reconvened at 8:12 P.M. with all Councilmembers present.

The following public comments were read into the record by Finance Director Merchant.

Ruth Pastor, Antioch resident, provided written comment in opposition to defunding the Antioch Police Department.

Rhea Elina Laughlin, Tunmi Da Silva, Johnathon Simon, Magndalena Avila, Denae Golden, Lucretia Shaw, Ricardo Murphy, Laura Murphy, Kyle Kent, M Martinez, Fred

Blundell, Synthia Walker, Edward Pillar, Shelia Grayson, Danielle Mirano, Tim Evans, George Mendez, Sean Collins, Adriana Urrutia, Antioch residents, Ben Schwartz, East County resident, Denise Thomas and James Pattison provided written comment in support of the formation of the Ad Hoc Committee on Police Reform.

Mike Burkholder, Antioch Business Owner, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of the Antioch Police Department increasing educational opportunities for the community.

Sandy McGee, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of the Antioch Police Department.

Alanah Phillips provided written comment in support of de-escalation training for police officers.

Omar Walker, Gina Valezuela and Akeem Ajani, Antioch residents, provided written comment in support of Police Reform.

LaTonya Love, Antioch resident, provided written comment in support of holding the Antioch Police Department accountable.

Tanya Gentry, Antioch resident, provided written comment in support of the *8 Can't Wait* campaign policies and increased funding for community programs.

Audrey Davis, Antioch resident, provided written comment in support of defunding the Antioch Police Department and increasing funding for mental health and youth services.

Yvaana Crichton, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and the Antioch Police Department informing the community if officers were granted a job after using excessive force.

Jennifer W, Antioch resident, provided written comment in support of diverting funding to other community service areas and eliminating military equipment from the Antioch Police Department. Additionally, she requested an independent review of police before they are added to the force.

Will Davis, Antioch resident, provided written comment in which he discussed a wrongful death suit in Antioch and the hiring of Officer Mellone.

Lisa Hunt, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of a community-based forums

The following public comments were read into the record by Director of Community Development Ebbs.

Ray Johnson, Jonsusik, Vanessa Leyva, Laura Mendez, Monica Lesley, Mary Johnson, Alisha Williams, Valerie Riva, Christine Johnson and Ed Poggensee, Antioch residents, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of a community-based forums.

Sadaph Nasrat, Nicolas Alvarez, Dana Afonso, Katelynn Sartain, Nealsen Cayanan, Monica Dominguez, Antioch residents, Maddy McHugh, Abby McClane, Jayla Austin, Irma Guardado, Kathleen Colima, Antioch residents and Deer Valley High School Alumni, Diana Rodriguez, Antioch residents and Dozzier-Libbey Medical High School Alumni, Emma Guerrero Oakley resident and Freedom High School Alumni, Ashley Zepeda, Alumni and Malia Kakanui former Antioch resident and UCSB Alumni, provided written comment requesting the City of Antioch shift toward the *8 To Abolition* campaign policies and readjusting the City's budget to increase funding for community-based programs. Additionally, they supported the formation of the Ad Hoc Committee on Police Reform and called for the resignation of Office Mellone.

Gus Maguire, Mr. and Mrs. Nicholas Norris, Tyler Costa, Remi Lizarraga, Candace Sarinas, Amy Hilton, Antioch residents Dane and Kahni Horton, Lisa Miller, Ryan Jeschien, Alyssa Voluntad, Lindsey Fulton, Benny Voluntad, Matthew Flaherty, Ryan Duffy, Jamie Goodale, Heidi Duffy, Bay Area residents and Brian Cox, Sacramento Valley, Jim Lanter Antioch resident and business owner, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of a community-based solution.

Tracy Harbin, Peter Bollwerk, Nancy Bachmann, Carmina Smith, Jennifer Marin, Deborah Polk, Jerome Householder, Cheyanne Ramirez, Ellie Householder, Shagoofa Khan, Johnny Ramirez, Linda Livingston, Triya M, Dawn Davis, Antioch residents and one speaker who did not provide a name, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform.

Debbie DeBusk and Samuel Porter, Antioch residents, provided written comment in support of Police Reform.

Sandra Hartrick, Sandy, Anne Marie Cortez, Linda Riley, Jordan Valentine, Manny Soliz, Jr., Antioch residents, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of Chief Brooks and the Antioch Police Department.

Bernice Gutierrez, Antioch resident, provided written comment in support of the *8 Can't Wait* campaign policies and in support of Chief Brooks and the Antioch Police Department.

Colby Barry, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of an open forum resolution with oversight from a third party.

Ribbecca Hernandez, Teresa Cannedy and Andrew Johnson, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform.

Barbara Carini, Antioch resident, provided written comment in which she discussed alleged police misconduct of Officer Michael Mellone and in support of the formation of the Ad Hoc Committee on Police Reform.

Deez Nutterman provided written comment in opposition to law enforcement.

Eet Tarich, provided written comment in which he discussed capitalism.

Warren Lutz provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and the City implementing a policy to prevent public officials from using the city's email list for their personal use.

Theresa Householder, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and additional training for the Antioch Police Department.

Yvonne Lee, Margaret Hitt and Dennett Rodriguez Antioch residents, provided written comment in support of defunding the Antioch Police Department and increasing funding for community-based programs.

Joanna Jeremy provided written comment in support the formation of the Ad Hoc Committee on Police Reform and offered to serve on the committee.

Sarah Kabir, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and defunding the Antioch Police Department. Additionally, she called for the resignation of Officer Mellone.

David Golden, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and defunding of the Antioch Police Department.

Cristina Gonzalez, Antioch resident, provided written comment in support of defunding and disarming the Antioch Police Department and increasing funding for community-based programs. Additionally, she called for the resignation of Officer Mellone.

Donna Maria Miles Asare, Antioch resident, provided written comment denouncing racism and in support of discussing the community's expectations of the Antioch Police Department.

Paula Gunder, Antioch resident, provided written comment in support of Police Reform, professional oversight of the Antioch Police Department and the formation of a community inclusive committee.

Mayor Wright declared a recess at 9:01 P.M. The meeting reconvened at 9:11 P.M. with all Councilmembers present.

Karen Matty, Michelle M., Harold Chen and Lacey Brown, Nicole Xaysana Bo Austin Xaysana, Ernesto Sankara, Christine Clark, Mohini Rupani, James Becker, C Harmom and Jardin Becklstein, Antioch residents, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform.

Jeremy Holeman, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of community-based forums.

Debbie Amaral, Antioch resident, provided written comment in support of Police Reform.

Maggie Harris, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and questioning why Officer Mellone was hired by the Antioch Police Department.

Arianna Grady, Antioch resident and Deer Valley High School student, provided written comment discussing racism.

Kerry Ingvaridsen Nicole Cedano, Selena Cedano and John Trizuto, Antioch residents, provided written comment in support of the Antioch Police Department.

Shawn Pickett, Antioch resident, provided written comment in support of body worn camera program for the Antioch Police Department.

Nicole Gardner, Antioch resident, provided written comment expressed concern regarding the encampment cleanup that occurred on Wilbur Avenue. She supported the formation of the Ad Hoc Committee on Police Reform and defunding the Antioch Police Department to divert funds to homeless services.

Jack A. and Rabiah Bashir, Antioch residents, provided written comment in support of Police Reform and redirecting some of the Antioch Police Department budget to community-based programs.

Mary Rocha, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform.

Cathryn Wade, Antioch resident, provided written comment in which she discussed police misconduct and support for defunding the Antioch Police Department to fund community-based programs.

Sara B., Antioch resident, provided written comment in support of police reform and the formation of a police oversight committee.

Frank Sterling provided written comment discussed police misconduct in Antioch.

Allan Cantando provided written comment in which he suggested if the City Council moved forward that it be with community-based forums.

SGT Patricia Granados, US Army and Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform and improving the hiring standards for police officers.

Tamisha Walker, Antioch resident, provided written comment calling for the resignation of Officer Mellone.

Jasmine Allam, Katrina Allam, Brentwood residents, Jacqueline Villasenor and Edith Saldano, Antioch residents and Amber provided written comment in support of defunding the Antioch Police Department and redirecting funds to community-based programs.

Dante Savage, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform, defunding the Antioch Police Department and calling for the resignation of Officer Mellone.

Velma Wilson, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of community-based forums. She invited the community to attend the Juneteeth Celebration on June 19, 2020.

L Harmon, Antioch resident, provided written comment in support of community forums.

Brittnie Pimental, Antioch resident, provided written comment in support of the formation of the Ad Hoc Committee on Police Reform, citizen oversight and more stringent hiring practices for the Antioch Police Department.

William Posada, Antioch resident, provided written comment in opposition to the formation of the Ad Hoc Committee on Police Reform and in support of the Antioch Police Department.

Holly Cuciz provided written comment in support of the Antioch Police Department.

Mayor Wright thanked everyone for their participation in this topic and noted the importance of the matter. He stated that the common thread was that the citizens wanted a discussion and it was important to take that on and work with the Antioch Police Department to have the conversation. He stated he wanted to participate and was excited to be a part of those discussions.

City Attorney Smith presented the staff report dated June 16, 2020 recommending the City Council take the following actions:

1. Discuss and consider formation of a Police Reform Ad Hoc Committee including whether it shall review existing policies, rules, practices, customs, and general orders of the Antioch Police Department and make recommendations including but not limited to:
 - A. Prevention of excessive use of force by police officers against members of the public, including banning police from using carotid artery restraints and chokeholds;
 - B. Elimination of military equipment from the police department ("Demilitarization");
 - C. Required use of conflict de-escalation approaches by all sworn officers when interacting with the public;
 - D. Increased police accountability, including the process for receipt and review of public complaints against the police for excessive use of force, racial and/or ethnic profiling, and other police misconduct;
 - E. Improvement of police officer candidate recruitment, screening, training and hiring practices including an analysis of policies concerning implicit bias, candidate diversity and candidate background checks; and
 - F. Police department budget appropriations.
2. Confirm the appointment of two (2) members for the Police Reform Ad Hoc Committee, if the ad hoc committee is desired;
3. Confirm the duration of the Police Reform Ad Hoc Committee, if the ad hoc committee is desired;
4. Adopt the resolution to form the Police Reform Ad Hoc Committee, if the ad hoc committee is desired; and
5. Determine whether to hold study sessions to discuss and consider the findings and recommendations of the Police Reform Ad Hoc Committee and, if so, when to schedule the study sessions.

Councilmember Motts thanked the community for expressing their views and recommendations. She stated that she felt this issue needed the full attention of the entire City Council. She stated that her motion would be that the City hold a Town Hall/Community Forum as soon as possible.

City Attorney Smith commented that a motion to call a Town Hall/Community Forum was outside the context of the agenda; however, if it were the consensus of Council, the Mayor could call the special meeting.

Councilmember Ogorchock stated she would second Councilmember Motts's motion and suggested the Police Crime Prevention Commission be the vehicle in which to hold Special Study Sessions.

Councilmember Motts stated she felt it was important for the City Council, community, and the Antioch Police Department to participate in the discussions.

City Attorney Smith explained that the agenda had Study Sessions linked to the creation of an Ad Hoc Committee. He reiterated that if a majority of Council wanted to hold a Special meeting, Mayor Wright had the authority to call one at any time and it did not require a motion.

Councilmember Thorpe commented that he supported the establishment of the Ad Hoc committee along with a Town Hall meeting and follow-up discussions through Workshops.

Councilmember Wilson thanked everyone for their comments and stated the goal was to include everyone in the conversation. She voiced her support for the formation of an Ad Hoc Committee in conjunction with holding Town Hall meetings. She encouraged the community to participate.

Councilmember Ogorchock thanked everybody for their input and noted that everyone including Council wanted their voices to be heard so she supported holding quarterly meetings that included participation of the City Council, community, leaders, and the Antioch Police Department.

Mayor Wright commented that the amount of comment received indicated how important this topic was to the community. He noted the entire City Council wanted to serve on the Ad Hoc Committee and because of that he believed this matter was too important for an Ad Hoc Committee. He recommended holding a series of special forums inclusive of the entire City Council and community.

Councilmember Thorpe reported that in the past special forums were too formal for the community to participate. He noted the Ad Hoc committee could hold workshops, panel discussions, and engage the community.

Mayor Wright suggested that they go forward with Community Forums with the entire Council and if there was no public participation, they could create an Ad Hoc Committee.

A motion made by Councilmember Thorpe, seconded by Councilmember Wilson to establish a Police Reform Ad Hoc Committee.

Mayor Wright reiterated that he felt this topic was too important for an Ad Hoc Committee.

Councilmember Motts agreed with Mayor Wright and noted that the entire City Council wanted to participate.

A vote taken on the previous motion to establish a Police Reform Ad Hoc Committee failed by the following vote:

Ayes: Thorpe, Wilson

Noes: Motts, Ogorchock and Wright

Following discussion, Council identified June 30, 2020 as the first Town Hall meeting. With future discussions to include conversations with the following panelist:

- Chief Brooks
- Faith-based leaders
- NAACP
- Youth/ACT
- Police Reform Advocates
- Police Crime Prevention Commission
- AUSD

Councilmember Ogorchock thanked everyone for participating and encouraged them to participate in the Town Hall meetings.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Motts the City Council unanimously adjourned the meeting at 10:25 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: City Council Meeting Minutes of June 23, 2020

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of June 23, 2020.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

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

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

SUBJECT: City Council Special Meeting Minutes of June 30, 2020

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Minutes of June 30, 2020.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JUNE 12 - JULY 16, 2020
FUND/CHECK#

100 General Fund

Non Departmental

00388668	EMPLOYEE	CHECK REPLACEMENT	2,156.73
00388684	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
00388685	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00388687	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	16,820.70
00388688	CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE CHARGES	83,277.00
00388703	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	292,230.00
00388731	LINA	PAYROLL DEDUCTIONS	3,858.13
00388740	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,119.61
00388747	PARS	PAYROLL DEDUCTIONS	2,868.57
00388749	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	9,285.36
00388763	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00388764	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00388817	IPERMIT	CBSC FEE REFUND	3.45
00388835	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	33,347.36
00388861	ANYTIME FITNESS	PAYROLL DEDUCTIONS	39.00
00388870	BLUE STAR HEATING AND AIR	CBSC FEE REFUND	2.18
00388877	CITY SPORTS CLUB	PAYROLL DEDUCTIONS	27.98
00388888	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00388896	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	136.00
00388925	K HOVANIAN COMPANIES OF CA	SMIP FEE REFUND	0.81
00388935	LINA	PAYROLL DEDUCTIONS	3,843.75
00388945	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,124.84
00388950	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	3,770.00
00388951	PARS	PAYROLL DEDUCTIONS	3,618.57
00388953	PLANET FITNESS	PAYROLL DEDUCTIONS	21.99
00388966	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00388967	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00388986	WESTAMERICA BANK	COPIER LEASE	1,183.23
00388994	7 ELEVEN FOOD STORE 2365	SB1186 STATE FEE REFUND	4.00
00388996	AFLAC	INSURANCE PREMIUMS	5,954.18
00389017	BLUE SHIELD LIFE	VISION PREMIUMS	4,172.71
00389023	COLONIAL LIFE	INSURANCE PREMIUM	407.06
00389032	DELTA DENTAL	COBRA DENTAL INSURANCE	43,692.33
00389107	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
00389108	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00389119	DIVISION OF STATE ARCHITECT	SB1186 REMITTANCE	1,053.60
00389144	LINA	PAYROLL DEDUCTIONS	3,855.68
00389154	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,156.97
00389155	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	962.00
00389166	PARS	PAYROLL DEDUCTIONS	4,386.35
00389184	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00389185	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00389186	STATEWIDE STORAGE ANTIOCH	SB1186 STATE FEE REFUND	4.00
00389200	XINHONG HUANG AND DOTONG MENG	SB1186 STATE FEE REFUND	4.00
00937136	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	40,174.84
00937139	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	6,742.53
00937140	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	25,590.07
00937158	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	880.00

Prepared by: Lauren Posada

Finance Accounting

7/23/2020

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00937159	ANTIOCH POLICE OFFICERS ASSOC	PAYROLL DEDUCTIONS	22,143.89
00937160	ANTIOCH PW EMPLOYEE ASSOC	PAYROLL DEDUCTIONS	4,294.56
00937264	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	39,954.84
00937315	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	6,742.53
00937335	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	25,455.16
00937358	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	40,029.94
00937368	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	6,742.53
00937369	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	25,706.32
City Council			
00389012	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	150.00
00389091	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	753.42
City Attorney			
00388800	COLE HUBER LLP	LEGAL SERVICES RENDERED	4,511.45
00388818	JACKSON LEWIS LLP	LEGAL SERVICES RENDERED	2,146.00
00388819	LEXISNEXIS	LEGAL RESEARCH	215.00
00388848	VERIZON WIRELESS	DATA SERVICES	53.65
00388973	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	77.10
00389094	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	8,183.76
00389139	JACKSON LEWIS LLP	LEGAL SERVICES RENDERED	542.50
00937142	CANON FINANCIAL SERVICES	COPIER LEASE	98.89
00389149	MEYERS NAVE	LEGAL SERVICES RENDERED	1,066.50
00389190	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	257.00
00937276	RAY MORGAN COMPANY	COPIER USAGE	233.06
City Manager			
00388794	BERNAL, ROWLAND	EXPENSE REIMBURSEMENT	36.14
00388848	VERIZON WIRELESS	DATA SERVICES	38.01
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	8.62
00388974	TERI BLACK AND COMPANY LLC	JOB RECRUITMENT SERVICES	7,050.00
00389012	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	107.18
00389030	COSTCO	VARIOUS BUSINESS EXPENSES	331.70
00389126	FOCUS STRATEGIES	UNHOUSED RESIDENT COORDINATOR	1,385.00
00389191	TERI BLACK AND COMPANY LLC	JOB RECRUITMENT SERVICES	4,500.00
00389195	VERIZON WIRELESS	DATA SERVICES	53.65
00937138	UNLIMITED GRAPHIC SIGN NETWORK	ANTIOCH FLAGS	1,389.00
00937142	CANON FINANCIAL SERVICES	COPIER LEASE	98.89
00937276	RAY MORGAN COMPANY	COPIER USAGE	233.06
City Clerk			
00388704	EIDEN, KITTY J	MINUTES CLERK	3,112.50
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	106.61
00389123	EIDEN, KITTY J	MINUTES CLERK	2,650.00
00937142	CANON FINANCIAL SERVICES	COPIER LEASE	98.89
00937208	DELL COMPUTER CORP	COMPUTER EQUIPMENT	580.16
City Treasurer			
00389129	GARDA CL WEST INC	ARMORED CAR PICKUP	164.34
00937360	PFM ASSET MGMT LLC	ADVISORY SERVICES	9,097.39
Human Resources			
00388713	GOVERNMENTJOBS.COM INC	ANNUAL SUBSCRIPTION	1,391.25
00388720	IEDA INC	PROFESSIONAL SERVICES	4,885.34
00388807	DUFFY, ADAM JAMES	EDUCATION REIMBURSEMENT	530.50
00388996	AFLAC	INSURANCE PREMIUM	179.66

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00389032	DELTA DENTAL	DENTAL INSURANCE PREMIUMS	124.36
00389041	FEDEX	SHIPPING	35.71
00389175	ROLAND, JOCELYN E	PROFESSIONAL SERVICES	3,650.00
00389199	WILLIAMS, REGINA L	EXPENSE REIMBURSEMENT	47.62
<i>Economic Development</i>			
00388848	VERIZON WIRELESS	DATA SERVICES	53.65
00389011	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	345.08
00389158	NATELSON DALE GROUP INC, THE	CONSULTING SERVICES	9,705.30
00937133	KARSTE CONSULTING INC	CONSULTING SERVICES	97.50
00937142	CANON FINANCIAL SERVICES	COPIER LEASE	98.89
00937276	RAY MORGAN COMPANY	COPIER USAGE	233.06
00937350	EVVIVA BRANDS LLC	CONSULTING SERVICES	5,115.00
<i>Finance Administration</i>			
00388743	OFFICE DEPOT INC	OFFICE SUPPLIES	131.09
00389013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	50.00
<i>Finance Accounting</i>			
00389013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	238.60
00389031	CRYSTAL CLEAR LOGOS INC	ACCOUNTING SHIRTS	91.46
00389132	GOVERNMENT FINANCE OFFICERS ASC.	ANNUAL DUES	150.00
00389143	KOA HILLS CONSULTING LLC	PROFESSIONAL SERVICES	1,006.25
00937366	SUPERION LLC	PROFESSIONAL SERVICES	20,930.28
<i>Finance Operations</i>			
00388743	OFFICE DEPOT INC	OFFICE SUPPLIES	7.66
00388834	QUADIENT LEASING USA INC	POSTAGE METER LEASE	1,025.65
00388845	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	43.00
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	57.47
00389013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	186.65
00389170	PROGRESSIVE SOLUTIONS INC	BUSINESS LICENSE SOFTWARE	12,714.29
<i>Non Departmental</i>			
00388775	VIVO DENTAL	OVERPAYMENT REFUND	903.08
00388814	HERRERO BUILDERS INC	OVERPAYMENT REFUND	302.40
00388830	PACIFIC CREDIT SERVICES	COLLECTIONS FEE - AR	460.75
00388836	RL KELLER AND DANIEL BURK	OVERPAYMENT REFUND	1,701.79
00388994	7 ELEVEN FOOD STORE 2365	OVERPAYMENT REFUND	1,170.01
00389013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	85.45
00389033	DRAMA FACTORY, THE	CHECK REPLACEMENT	1,000.00
00389075	ALLIANT INSURANCE SERVICES	INSURANCE POLICIES	99,636.25
00389156	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	9,010.91
00389164	PACIFIC CREDIT SERVICES	COLLECTIONS FEE - AR	2,130.47
00389171	RAJAPURAM, GURUNATH	OVERPAYMENT REFUND	212.50
00389186	STATEWIDE STORAGE ANTIOCH	OVERPAYMENT REFUND	1,182.50
00389200	XINHONG HUANG AND DOTONG MENG	OVERPAYMENT REFUND	250.00
00937229	RETIREE	MEDICAL AFTER RETIREMENT	1,820.54
00937357	MUNISERVICES LLC	STARS SERVICE	250.00
<i>Public Works Administration</i>			
00388667	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	110.00
00388772	VERIZON WIRELESS	CELL PHONE	38.01
00389067	TAP PLASTICS INC	SNEEZE GUARD	284.20
<i>Public Works Street Maintenance</i>			
00388662	ANTIOCH BUILDING MATERIALS	ASPHALT	300.90

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00388667	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	144.41
00388669	BAY AREA BARRICADE	MESSAGE BOARD	2,718.75
00388674	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	2,023.50
00388722	INTERSTATE SALES	SIGNS	2,165.88
00388743	OFFICE DEPOT INC	OFFICE SUPPLIES	68.47
00388756	SHERWIN WILLIAMS CO	PAINT	482.01
00388772	VERIZON WIRELESS	CELL PHONE	76.02
00388774	VISIONS RECYCLING INC	PAINT	601.06
00388783	AMERICAN ASPHALT	SEAL COAT PARKING LOTS	41,400.00
00388822	LOWES COMPANIES INC	SUPPLIES	258.47
00388828	NEXTEL SPRINT	CELL PHONE	67.79
00388839	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,020.00
00388840	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,800.00
00388850	WOOD ENVIRONMENT INFRASTRUCTURE	ASPHALT TESTING	5,953.10
00388857	AMERICAN ASPHALT	DISTRICT 1A ASPHALT OVERLAY	69,051.60
00388969	SUBURBAN PROPANE	PROPANE DELIVERY	576.15
00389001	ANTIOCH ACE HARDWARE	SUPPLIES	142.35
00389035	EAST BAY WELDING SUPPLY	SUPPLIES	129.17
00389039	FASTENAL CO	SUPPLIES	313.96
00389059	PRINT CLUB	PRINTING SERVICES	2,278.52
00389083	ANTIOCH BUILDING MATERIALS	ASPHALT	47,707.02
00389099	C AND J FAVALORA TRUCKING INC	TRUCKING SERVICES	693.50
00389127	FURBER SAW INC	TOOLS	1,411.42
00389159	OFFICE DEPOT INC	OFFICE SUPPLIES	115.94
00389176	SHERWIN WILLIAMS CO	SUPPLIES	69.50
00389189	TARGET SPECIALTY PRODUCTS	PESTICIDES	4,764.39
00937129	GRAINGER INC	SUPPLIES	282.71
00937351	GRAINGER INC	SUPPLIES	673.19
Public Works-Signal/Street Lights			
00388658	AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING MATERIALS	5,600.97
00388792	AT AND T MOBILITY	SIM CARD	43.23
00388831	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	700.64
00389007	AT AND T MCI	PHONE	1,235.05
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,191.21
00389109	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	87,063.63
00389165	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,429.00
00389198	WESCO RECEIVABLES CORP	SUPPLIES	11,863.70
00937130	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	844.15
00937148	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	944.27
00937353	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	17,061.90
Public Works-Facilities Maintenance			
00388659	AMERICAN PLUMBING INC	PLUMBING SERVICES	442.50
00388772	VERIZON WIRELESS	CELL PHONE	38.01
00388815	HONEYWELL INTERNATIONAL INC	HVAC SERVICE	1,675.28
00388822	LOWES COMPANIES INC	SUPPLIES	724.50
00388831	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	406.62
00388882	COMBINATION LOCK AND SAFE	MAINTENANCE SERVICES	956.61
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	126.71
00388972	TAP PLASTICS INC	PLEXI GLASS	772.63
00389001	ANTIOCH ACE HARDWARE	SUPPLIES	6.01

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00389007	AT AND T MCI	PHONE	121.68
00389058	PACIFIC GAS AND ELECTRIC CO	GAS	11,217.73
00389096	BRIGHT SECURITY INTEGRATIONS	CAMERA INSTALLATION	39,961.44
00389104	COMBINATION LOCK AND SAFE	SERVICE & PARTS	3,046.03
00389159	OFFICE DEPOT INC	OFFICE SUPPLIES	282.07
00389173	REAL PROTECTION INC	FIRE INSPECTION	720.46
00937135	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,500.00
00937353	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	236.12
Public Works-Parks Maint			
00388656	ALTA FENCE	PROFESSIONAL SERVICES	2,406.00
00388657	AMERICAN ASPHALT	CHICHIBU PARK PARKING LOT	9,800.00
00388766	STEWARTS TREE SERVICE INC	TREE SERVICES	2,400.00
00388831	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	151.84
00388840	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	350.00
00388957	ROSS RECREATION EQUIPMENT	PARK PARTS	1,291.03
00388968	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,700.00
00389001	ANTIOCH ACE HARDWARE	SUPPLIES	23.58
00389007	AT AND T MCI	PHONE	208.30
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	561.81
00937127	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	28,807.07
00937137	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	1,705.17
00937302	SITEONE LANDSCAPE SUPPLY HOLDING	MAINTENANCE SERVICES	4,754.43
00937341	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	3,925.00
00937342	GRAINGER INC	SUPPLIES	191.15
00937346	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	57,871.31
Public Works-Median/General Land			
00388664	AT AND T MCI	CONNECTION SERVICES	179.00
00388667	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	111.43
00388699	DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
00388782	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	13,868.96
00388831	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	66.30
00388842	TARGET SPECIALTY PRODUCTS	PESTICIDES	4,914.38
00388962	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,608.00
00389007	AT AND T MCI	PHONE	477.26
00389009	AT AND T MCI	CONNECTION SERVICES	169.75
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,763.53
00389063	STATE OF CALIFORNIA	FINGERPRINTING FEES	49.00
00389073	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	10,749.40
00389080	ANTIOCH ACE HARDWARE	IRRIGATION PARTS	8.83
00389081	ANTIOCH ACE HARDWARE	IRRIGATION PARTS	10.94
00389084	APEX GRADING	FIREBREAK	14,140.00
00389177	SILVA LANDSCAPE	LANDSCAPE SERVICES	7,998.40
00389187	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	3,475.00
00937152	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION PARTS	1,271.34
00937302	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION PARTS	6,177.14
PW-Work Alternative-Strt Maint			
00388828	NEXTEL SPRINT	CELL PHONE	15.97
Police Administration			
00388665	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,735.24
00388675	CALIFORNIA POLICE CHIEFS ASSOC	MEMBERSHIP RENEWAL	145.00

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00388679	CHEROKEE PRODUCTIONS INC	TRAINING - T MENDES	295.00
00388689	COPWARE INC	LEGAL SUBSCRIPTIONS	1,765.00
00388706	FIRST RESPONDER SUPPORT NETWORK	2019 WELLNESS RETREAT	4,600.00
00388709	GALLS LLC	UNIFORMS	734.73
00388712	GOODALE, JAMIE	EXPENSE REIMBURSEMENT	112.97
00388728	KREINS CONSULTING	TESTING PROCESS SGT CORPORAL	20,000.00
00388730	LEWIS, SUKEY	VIDEO REDACTION REFUND	1,650.00
00388743	OFFICE DEPOT INC	OFFICE SUPPLIES	1,195.06
00388748	PORAC LEGAL DEFENSE FUND	RESERVE PORAC FEES	18.00
00388750	REACH PROJECT INC	PROGRAM SERVICES	17,083.00
00388758	SHRED IT INC	SHREDDING SERVICES	358.52
00388760	SOLARI JR, ROBERT L	OT MEAL REIMBURSEMENT	70.01
00388761	SOURCING GROUP, THE	FORMS PRINTING	343.65
00388770	ULINE	OFFICE SUPPLIES	288.69
00388805	CONTRA COSTA COUNTY	TRAINING	740.00
00388806	CRUMP INVESTIGATIONS	PROFESSIONAL SERVICES	1,761.60
00388812	GALLS LLC	SUPPLIES	1,580.12
00388829	OFFICE DEPOT INC	OFFICE SUPPLIES	3,311.99
00388832	PORAC LEGAL DEFENSE FUND	RESERVE PORAC FEES	12.00
00388845	UNITED PARCEL SERVICE	SHIPPING	98.89
00388866	ATKINSON ANDELSON LOYA RUUD ROMO	LEGAL SERVICES RENDERED	14,991.99
00388885	CONCORD UNIFORMS LLC	UNIFORMS	255.07
00388886	CONCORD UNIFORMS LLC	UNIFORMS	200.75
00388887	CONTRA COSTA COUNTY	TRAINING	8,770.00
00388898	DUALHARE INC	PROFESSIONAL SERVICES	1,942.50
00388918	HENRY SCHEIN INC	SUPPLIES	438.20
00388934	LEXISNEXIS	SUBSCRIPTION SERVICES	252.50
00388941	MENDES, TARRA L	TRAINING PER DIEM	132.00
00388947	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	175.10
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	456.63
00388965	STATE OF CALIFORNIA	BACKGROUND FEES	132.00
00388975	THIRD DEGREE COMMUNICATIONS	TRAINING - J BEDGOOD	375.00
00388995	ADAMSON POLICE PRODUCTS	UNIFORMS	1,856.89
00389027	CORDICO PSYCHOLOGICAL CORP	EVALUATION SERVICES	400.00
00389028	CORDICO PSYCHOLOGICAL CORP	EVALUATION SERVICES	400.00
00389041	FEDEX	SHIPPING	30.64
00389042	GALLS LLC	UNIFORMS	116.11
00389057	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT EXAM	1,329.50
00389069	THOMSON WEST	PENAL CODE BOOKS	224.18
00389090	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,779.19
00389128	GALLS LLC	BALLISTIC VESTS	2,215.02
00389138	INTERNATIONAL ASSOC CHIEFS OF POLICE	MEMBERSHIP DUES	1,225.00
00389172	REACH PROJECT INC	PROGRAM SERVICES	17,083.00
00937126	COMPUTERLAND	COMPUTER EQUIPMENT	3,008.13
00937150	RAY MORGAN COMPANY	COPIER USAGE	4,684.95
00937179	CANON FINANCIAL SERVICES	COPIER LEASE	1,907.18
00937237	IMAGE SALES INC	ID CARDS	21.86
Police Community Policing			
00388665	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	340.00
00388670	BHALLA SERVICES INC	DEPARTMENT VEHICLE WASHES	1,111.00

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00388698	D TAC K9 LLC	K9 TRAINING	1,850.00
00388717	HUNT AND SONS INC	GAS	62.14
00388718	HUNT AND SONS INC	GAS	96.76
00388735	METRO MOBILE EQUIPMENT	WIRELESS RADIO EQUIPMENT	10,999.92
00388876	CHANG, THEODORE	EXPENSE REIMBURSEMENT	27.04
00388920	HUNT AND SONS INC	GAS	50.56
00388921	HUNT AND SONS INC	GAS	40.60
00389004	ARK PET HOSPITAL INC, THE	VET	35.34
00389005	ARK PET HOSPITAL INC, THE	VET	263.63
00389017	BLUE SHIELD LIFE	VISION PREMIUMS	0.01
00389032	DELTA DENTAL	DENTAL INSURANCE PREMIUMS	178.59
00389046	HOPLITE ARMOR	BALLISTIC VESTS	4,589.00
00389090	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	221.30
00389116	D TAC K9 LLC	K9 TRAINING	1,850.00
00389134	HARGER, MATTHEW J	EXPENSE REIMBURSEMENT	23.00
00389179	SP PLUS CORPORATION	PARKING ENFORCEMENT	14,068.85
Police Investigations			
00388733	MAGANA, JOSEPH J	CHECK REPLACEMENT	74.00
00388865	AT AND T MCI	CELL ANALYSIS	95.00
00388873	SHUCK, ANDREW JAMES	EXPENSE REIMBURSEMENT	32.07
00388897	DS WATERS OF AMERICA	WATER DELIVERY	155.17
00389000	AMERICAN TROPHIES AWARDS AND PROM	AWARDS	462.58
00389008	AT AND T MCI	CELL ANALYSIS	125.00
00389053	MAGNETIC FORENSICS USA INC	DATA ANALYTICS	2,000.00
00389062	SPRINT	CELL ANALYSIS	100.00
00389064	T MOBILE USA INC	CELL ANALYSIS	50.00
00389065	T MOBILE USA INC	CELL ANALYSIS	50.00
00389066	T MOBILE USA INC	CELL ANALYSIS	867.00
Police Special Operations Unit			
00388844	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE PROGRAM	599.36
Police Communications			
00388711	GLOBALSTAR	SATELLITE PHONE	213.13
00388746	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00388796	BMS	SOFTWARE MAINTENANCE	9,600.00
00388937	MARK 43 INC	SOFTWARE APPLICATIONS	82,606.00
00388983	VERIZON WIRELESS	VEHICLE MODEMS	2,470.65
00389006	AT AND T MCI	LONG DISTANCE LINES	108.14
00389007	AT AND T MCI	PHONE	3,941.56
00389017	BLUE SHIELD LIFE	VISION PREMIUMS	41.27
00389024	COMCAST	CABLE	129.27
00389026	CONTRA COSTA COUNTY	RADIO SERVICES	268.80
00389032	DELTA DENTAL	DENTAL INSURANCE PREMIUMS	89.30
00389105	COMCAST	CONNECTION SERVICES	3,231.72
00389130	GLOBALSTAR	SATELLITE PHONE	214.78
00937122	ALTURA COMMUNICATION SOLUTIONS LLC	CONNECTION SERVICES	720.00
00937126	COMPUTERLAND	SUPPLIES	51.46
00937337	AMERICAN TOWER CORPORATION	RADIO TOWERS	246.88
Office Of Emergency Management			
00388666	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	666.36
00388795	BISHOP CO	SUPPLIES	209.69

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00388801	COLE SUPPLY CO INC	SUPPLIES	308.41
00388822	LOWES COMPANIES INC	SUPPLIES	552.86
00389007	AT AND T MCI	PHONE	638.46
00389022	COLE SUPPLY CO INC	SUPPLIES	687.39
00389039	FASTENAL CO	SUPPLIES	2,656.96
00389082	ANTIOCH AUTO PARTS	AUTO PARTS	26.19
00389089	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	793.48
00389103	COLE SUPPLY CO INC	SUPPLIES	246.73
00389147	MANERI SIGN COMPANY	COVID SIGNS	9,774.39
00389169	PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	653.56
00937128	DELL COMPUTER CORP	COMPUTER EQUIPMENT	9,263.03
00937146	HAMMONS SUPPLY COMPANY	SUPPLIES	304.70
00937342	GRAINGER INC	SUPPLIES	2,492.88
00937343	HAMMONS SUPPLY COMPANY	SUPPLIES	1,929.69
00937352	HAMMONS SUPPLY COMPANY	SUPPLIES	3,315.45
Police Community Volunteers			
00389159	OFFICE DEPOT INC	OFFICE SUPPLIES	70.36
Police Facilities Maintenance			
00388665	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	80.39
00388705	FIRST NET SERVICES	DEPARTMENT CELL PHONES	6,787.35
00388716	HANSON AND FITCH TEMPORARY SITE	RESTROOM RENTAL	710.25
00388815	HONEYWELL INTERNATIONAL INC	HVAC SERVICE	4,469.00
00388822	LOWES COMPANIES INC	SUPPLIES	80.60
00389007	AT AND T MCI	PHONE	624.59
00389010	AT AND T MOBILITY	DEPARTMENT CELL PHONES	6,787.35
00389058	PACIFIC GAS AND ELECTRIC CO	GAS	20,811.38
00389077	AMERICAN PLUMBING INC	PLUMBING SERVICES	225.00
00389096	BRIGHT SECURITY INTEGRATIONS	CAMERA INSTALLATION	6,429.21
00389117	DERBY INC	SUPPLIES	2,003.05
00389173	REAL PROTECTION INC	FIRE INSPECTION	622.76
00937135	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,580.00
00937339	CLUB CARE INC	GYM QUARTERLY MAINTENANCE	344.08
00937340	COMPUTERLAND	COMPUTER SUPPLIES	1,769.75
P & R Administration			
00388666	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	788.00
00389089	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	240.31
Community Development Land Planning Services			
00388749	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	255.00
00388808	ECONOMIC AND PLANNING SYSTEMS INC	CONSULTING SERVICES	925.00
00388810	EIDEN, KITTY J	MINUTES CLERK	575.00
00388817	IPERMIT	GP MAINT FEE REFUND	20.34
00388870	BLUE STAR HEATING AND AIR	GP MAINT FEE REFUND	13.30
00388925	K HOVANIAN COMPANIES OF CALIFORNIA	PORTION OF GP MAINT REFUND	1.57
CD Code Enforcement			
00388699	DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
00388797	BRIDGEHEAD SELF STORAGE	STORAGE	235.00
00388828	NEXTEL SPRINT	CELL PHONE	492.40
00389015	BAY AREA BARRICADE	SUPPLIES	902.07
00389017	BLUE SHIELD LIFE	VISION PREMIUMS	41.27
00389032	DELTA DENTAL	DENTAL INSURANCE PREMIUMS	124.96

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00389063	STATE OF CALIFORNIA	FINGERPRINTING FEES	49.00
00389095	BRIDGEHEAD SELF STORAGE	STORAGE	265.00
00937126	COMPUTERLAND	SUBSCRIPTION SERVICES	69.76
PW Engineer Land Development			
00388681	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	3,720.00
00388699	DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
00388772	VERIZON WIRELESS	CELL PHONE	446.50
00388828	NEXTEL SPRINT	CELL PHONE	341.69
00388848	VERIZON WIRELESS	DATA SERVICES	76.02
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	73.27
00389007	AT AND T MCI	PHONE	80.02
00389056	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT EXAM	378.50
00389063	STATE OF CALIFORNIA	FINGERPRINTING FEES	49.00
00389086	AT AND T	PERMIT FEE REFUND	1,540.00
00937362	RAY MORGAN COMPANY	COPIER USAGE	401.65
00937367	TESTING ENGINEERS INC	INSPECTION SERVICES	785.00
Community Development Building Inspection			
00388817	IPERMIT	ENERGY INSP FEE REFUND	341.62
00388828	NEXTEL SPRINT	CELL PHONE	186.63
00388829	OFFICE DEPOT INC	OFFICE SUPPLIES	682.75
00388855	ALL STAR FORD	NEW VEHICLE	27,164.00
00388870	BLUE STAR HEATING AND AIR	ENERGY INSP FEE REFUND	223.47
00388899	EAGLE BUSINESS FORMS INC	BUILDING PERMITS	472.51
00388925	K HOVANIAN COMPANIES OF CALIFORNIA	PORTION OF BLDG FEE REFUND	38.14
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	122.87
00389074	ALL STAR FORD	NEW VEHICLE	2,614.28
00389091	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	109.22
00389159	OFFICE DEPOT INC	OFFICE SUPPLIES	130.69
Capital Imp. Administration			
00388828	NEXTEL SPRINT	CELL PHONE	121.49
00388848	VERIZON WIRELESS	DATA SERVICES	38.01
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	261.65
00389060	ROBERTS AND BRUNE CO	SUPPLIES	49.16
212	CDBG Fund		
CDBG			
00388820	LOCAL GOVERNMENT COMMISSION	CIVICSPARK FELLOW	590.91
00388829	OFFICE DEPOT INC	OFFICE SUPPLIES	210.59
00937147	HOUSE, TERI	CONSULTING SERVICES	46,977.50
213	Gas Tax Fund		
Streets			
00388831	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	446.76
00388914	HARRIS AND ASSOCIATES INC	PROFESSIONAL SERVICES	7,248.16
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	33,928.92
00389148	METROPOLITAN TRANSPORTATION COMM	PASS AGREEMENT	5,000.00
00389165	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	292.71
214	Animal Control Fund		
Animal Control			
00388682	CONCORD UNIFORMS LLC	UNIFORMS ETHRIDGE	81.51
00388683	CONCORD UNIFORMS LLC	UNIFORMS COTTLE	295.47
00388700	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	367.04

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00388702	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	159.75
00388741	MWI VETERINARY SUPPLY CO	SUPPLIES	1,531.52
00388773	VICTOR MEDICAL COMPANY	CHEMICALS	1,870.43
00388779	ZOETIS LLC	VETERINARY SUPPLIES	130.01
00388780	ZOETIS LLC	VETERINARY SUPPLIES	256.22
00388853	AIRGAS USA LLC	OXYGEN	60.70
00388900	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	585.61
00388919	HILLS PET NUTRITION	SUPPLIES	110.30
00388928	KOEFRAN SERVICES INC	CREMATION SERVICES	1,850.00
00388946	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	668.90
00388993	ZOETIS LLC	VETERINARY SUPPLIES	185.68
00388997	AIRGAS USA LLC	OXYGEN	198.02
00389034	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	237.24
00389045	HILLS PET NUTRITION	ANIMAL FOOD	261.72
00389058	PACIFIC GAS AND ELECTRIC CO	GAS	1,095.34
00389122	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	546.20
00389135	HILLS PET NUTRITION	SUPPLIES	241.16
00389157	MWI VETERINARY SUPPLY CO	SUPPLIES	2,007.81
00937121	AIRGAS NCN	OXYGEN	60.70
00937131	IDEXX LABORATORIES INC	VETERINARY LAB TEST	254.22
00937261	MOBILE MINI LLC	STORAGE	121.90
00937351	GRAINGER INC	SUPPLIES	106.59
215	Civic Arts Fund		
Civic Arts			
00388815	HONEYWELL INTERNATIONAL INC	REPAIR SERVICE	512.05
00388822	LOWES COMPANIES INC	SUPPLIES	105.97
00389173	REAL PROTECTION INC	FIRE INSPECTION	135.20
216	Park-In-Lieu Fund		
Parks & Open Space			
00388768	TRIDENT ENVIRONMENTAL ENGINEERING	CONSULTANT SERVICES	3,014.00
219	Recreation Fund		
Non Departmental			
00388958	SAAVEDRA, MATILDE	RENTAL DEPOSIT REFUND	500.00
00388986	WESTAMERICA BANK	COPIER LEASE	270.80
00389049	JOHN MUIR HEALTH	RENTAL DEPOSIT REFUND	500.00
Nick Rodriguez Community Cent			
00388666	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	205.98
00388822	LOWES COMPANIES INC	SUPPLIES	110.10
00388880	COLE SUPPLY CO INC	SUPPLIES	993.89
00389021	COLE SUPPLY CO INC	SUPPLIES	204.52
00389058	PACIFIC GAS AND ELECTRIC CO	GAS	2,341.93
00389093	BAY CITIES PYROTECTOR	QUARTERLY SPRINKLER INSPECTION	370.00
00389096	BRIGHT SECURITY INTEGRATIONS	CAMERA INSTALLATION	371.79
00389173	REAL PROTECTION INC	FIRE INSPECTION	999.28
00937135	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00937344	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	546.49
Senior Programs			
00388880	COLE SUPPLY CO INC	SUPPLIES	1,604.24
00389007	AT AND T MCI	PHONE	388.89
00389058	PACIFIC GAS AND ELECTRIC CO	GAS	1,561.29

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00389089	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,450.95
00937135	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1.00
00937342	GRAINGER INC	SUPPLIES	626.52
Recreation Sports Programs			
00388822	LOWES COMPANIES INC	SUPPLIES	299.29
00389007	AT AND T MCI	PHONE	41.66
00389018	BSN SPORTS	SOFTBALL EQUIPMENT	807.33
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	962.13
00389146	MALEKZADEH, SAMIRA	CHECK REPLACEMENT	105.00
00389196	VILLAGRACIA, LLOYD	CLASS REFUND	105.00
Recreation-Comm Center			
00388663	AT AND T MCI	PHONE	67.01
00388666	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	972.92
00388677	CAPRCBM	AGENCY MEMBERSHIP	225.00
00388822	LOWES COMPANIES INC	SUPPLIES	97.39
00388831	PACIFIC GAS AND ELECTRIC CO	GAS	8,419.19
00388848	VERIZON WIRELESS	DATA SERVICES	38.01
00388863	ARNOLD, CYNTHIA	CLASS REFUND	76.00
00388867	BALICK, CARRIE	CLASS REFUND	130.00
00388881	COLE SUPPLY CO INC	SUPPLIES	1,282.87
00388936	MACKUSICK, ANGELA	REFUND	60.00
00388961	SHRED IT INC	SHRED SERVICES	389.31
00388977	THOMAS, WENDY	CLASS REFUND	73.00
00389007	AT AND T MCI	PHONE	43.68
00389029	COSTCO	VARIOUS BUSINESS EXPENSES	351.00
00389038	ESQUIVEL, NANCY	CLASS REFUND	66.00
00389043	GERTZ, SHAE	CLASS REFUND	430.00
00389050	JOHNSON-HANDLIN, JANELLE	CLASS REFUND	128.00
00389089	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,165.35
00389104	COMBINATION LOCK AND SAFE	MAINTENANCE SERVICES	707.56
00389105	COMCAST	CONNECTION SERVICES	50.01
00937127	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	2,630.00
00937346	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	2,630.00
00937351	GRAINGER INC	SUPPLIES	18.29
Recreation Water Park			
00388666	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,194.76
00388732	LINCOLN EQUIPMENT INC	CHEMICALS	1,391.24
00388742	OAKLEY UNION ELEMENTARY SCHOOL	CHECK REPLACEMENT	3,880.00
00388771	UNIVAR SOLUTIONS USA INC	CHEMICALS	1,268.08
00388804	COMMERCIAL POOL SYSTEMS INC	CHEMICALS	126.74
00388822	LOWES COMPANIES INC	SUPPLIES	159.69
00388827	NATIONAL AQUATICS INC	AQUATIC MAINTENANCE	2,600.00
00388828	NEXTEL SPRINT	CELL PHONE	15.97
00388856	ALLIED 100	SAFETY SUPPLIES	1,384.02
00388871	BRINTON, SARAH	AQUATIC PROGRAM REFUND	120.00
00388872	BRINTON, SARAH	AQUATIC PROGRAM REFUND	432.00
00388883	COMCAST	CONNECTION SERVICES	48.59
00388884	COMMERCIAL POOL SYSTEMS INC	CHEMICALS	63.37
00388891	DAVID, KARLA	AQUATIC PROGRAM REFUND	48.00
00388901	EDWARDS, TAMMY	AQUATIC PROGRAM REFUND	14.00

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00388904	ESPINOSA, GEMA	AQUATIC PROGRAM REFUND	142.00
00388905	EZAWA, JULIO	AQUATIC PROGRAM REFUND	118.00
00388916	HARTFORD, JAMIE	AQUATIC PROGRAM REFUND	120.00
00388927	KNORR SYSTEMS INC	CHEMICALS	1,768.39
00388931	KURY, ANA	AQUATIC PROGRAM REFUND	201.00
00388942	MILES, SHAYLA	AQUATIC PROGRAM REFUND	96.00
00388948	NIKOLAYEV, EVA	AQUATIC PROGRAM REFUND	235.00
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	152.91
00388952	PINTO, ERROL	AQUATIC PROGRAM REFUND	235.00
00388955	RAMIREZ, JULIAN	AQUATIC PROGRAM REFUND	235.00
00388959	SEMM, KATHY	AQUATIC PROGRAM REFUND	235.00
00388976	THOMAS, BRIANNA	AQUATIC PROGRAM REFUND	235.00
00388982	VELASCO, ALEJANDRA	AQUATIC PROGRAM REFUND	235.00
00388984	WATKINS, FAITH	AQUATIC PROGRAM REFUND	192.00
00388988	WILLIAMS, KATRINA	AQUATIC PROGRAM REFUND	96.00
00388989	WILLIAMS, SHAKEISHA	AQUATIC PROGRAM REFUND	96.00
00388992	ZIEMAN, NOEMI	AQUATIC PROGRAM REFUND	60.00
00389007	AT AND T MCI	PHONE	240.26
00389025	COMPTON, REGINA	AQUATIC PROGRAM REFUND	85.00
00389029	COSTCO	VARIOUS BUSINESS EXPENSES	25.12
00389040	FASTSIGNS	PARK SIGNAGE	759.02
00389047	HUANG, TIM	AQUATIC PROGRAM REFUND	388.80
00389052	LATONA-UGBEME, ABISOLA	AQUATIC PROGRAM REFUND	96.00
00389054	MATEJCEK, LAURA	AQUATIC PROGRAM REFUND	96.00
00389055	MENDOZA, MARIA OROZO	AQUATIC PROGRAM REFUND	48.00
00389058	PACIFIC GAS AND ELECTRIC CO	GAS	12,101.85
00389089	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,032.99
00389096	BRIGHT SECURITY INTEGRATIONS	CAMERA INSTALLATION	1,011.50
00389103	COLE SUPPLY CO INC	SUPPLIES	142.03
00389118	DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
00389168	PEPPER INVESTMENTS INC	PEST CONTROL	342.00
00389173	REAL PROTECTION INC	FIRE INSPECTION	393.74
00389182	STATE OF CALIFORNIA	FINGERPRINTING FEES	49.00
00389194	UNIVAR SOLUTIONS USA INC	CHEMICALS	2,347.52
00937127	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	4,548.33
00937135	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00937346	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	4,548.33
00937351	GRAINGER INC	SUPPLIES	452.44
221	Asset Forfeiture Fund		
	Non Departmental		
00388998	ALEXANDER, JAMES F	ASSET FORFEITURE	250.00
222	Measure C/J Fund		
	Non Departmental		
	Streets		
00388686	CCC TRANSPORTATION AUTHORITY	ANNUAL MEMBERSHIP CONTRIBUTION	12,173.00
00388776	VSS INTERNATIONAL INC	CAPE SEAL PROJECT	10,001.88
00389148	METROPOLITAN TRANSPORTATION COMM	FY 19-20 PASS AGREEMENT	6,620.00
00937355	JJR CONSTRUCTION INC	CURB RAMP PROJECT	139,813.35

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223 Child Care Fund

Child Care

00389174	RICKIES ROOF REPAIR	REPAIR SERVICES	1,200.00
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226 Solid Waste Reduction Fund

Solid Waste

00388725	KETTLE CREEK CORP	PARK RECYCLING BARRELS	16,820.10
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00388841	SUSTAINABLE CONTRA COSTA	PARTNERSHIP SUPPORT	3,000.00
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229 Pollution Elimination Fund

Channel Maintenance Operation

00388736	MJH EXCAVATING INC	LANDSCAPE SERVICES	5,570.00
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00388738	MT DIABLO LANDSCAPE CENTERS INC	SUPPLIES	714.13
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00388782	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	8,760.00
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00388822	LOWES COMPANIES INC	SUPPLIES	12.44
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00388825	MJH EXCAVATING INC	LANDSCAPE SERVICES	4,720.00
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00388828	NEXTEL SPRINT	CELL PHONE	15.97
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00388854	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,800.00
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00388943	MJH EXCAVATING INC	LANDSCAPE SERVICES	4,610.00
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00389073	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,380.00
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00389084	APEX GRADING	WEED ABATEMENT	500.00
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00389118	DIABLO LIVE SCAN	FINGERPRINTING FEES	20.00
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00389151	MJH EXCAVATING INC	LANDSCAPE SERVICES	3,540.00
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00389182	STATE OF CALIFORNIA	FINGERPRINTING FEES	49.00
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00389187	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	850.00
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238 PEG Franchise Fee Fund

Non Departmental

00388767	SWATT MIERS ARCHITECTS	PROFESSIONAL SERVICES	34,813.51
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00937365	STREAMBOX	STREAMBOX ENCODER	12,000.00
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251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

00388839	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,515.00
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00388843	TERRACARE ASSOCIATES	TURF MOWING	136.60
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00389007	AT AND T MCI	PHONE	166.64
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00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	814.46
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00389084	APEX GRADING	WEED ABATEMENT	8,510.00
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00389192	TERRACARE ASSOCIATES	TURF MOWING	136.60
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Lonetree Maintenance Zone 2

00388759	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,224.00
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00389007	AT AND T MCI	PHONE	285.00
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00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	733.72
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00389073	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,782.40
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00389084	APEX GRADING	WEED ABATEMENT	10,079.00
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00389177	SILVA LANDSCAPE	LANDSCAPE SERVICES	7,524.00
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00389187	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,750.00
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Lonetree Maintenance Zone 3

00388759	SILVA LANDSCAPE	LANDSCAPE SERVICES	8,478.40
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00388839	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,782.40
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00388840	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	550.00
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00388962	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,782.40
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00389007	AT AND T MCI	PHONE	124.98
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00389084	APEX GRADING	WEED ABATEMENT	6,328.00
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Prepared by: Lauren Posada

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Lonetree Maintenance Zone 4

00388759	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,144.00
00388843	TERRACARE ASSOCIATES	TURF MOWING	218.56
00389177	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,412.00
00389192	TERRACARE ASSOCIATES	TURF MOWING	218.56

252 Downtown SLLMD Fund

Downtown Maintenance

00388667	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	603.20
00388716	HANSON AND FITCH TEMPORARY SITE	RESTROOM RENTAL	1,035.72
00388759	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,020.00
00388843	TERRACARE ASSOCIATES	TURF MOWING	136.60
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	346.00
00389192	TERRACARE ASSOCIATES	TURF MOWING	136.60

253 Almondridge SLLMD Fund

Almondridge Maintenance

00388759	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,496.00
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	219.67

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00388839	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,344.00
00388840	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	750.00
00388843	TERRACARE ASSOCIATES	TURF MOWING	355.16
00388894	DESIGN INDUSTRIES INC	SOUND WALL REPAIR	27,900.00
00389007	AT AND T MCI	PHONE	83.32
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	659.74
00389084	APEX GRADING	WEED ABATEMENT	8,020.00
00389192	TERRACARE ASSOCIATES	TURF MOWING	355.16

Hillcrest Maintenance Zone 2

00388782	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,825.92
00388840	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	750.00
00388843	TERRACARE ASSOCIATES	TURF MOWING	486.30
00388854	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	956.48
00388962	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,544.00
00389007	AT AND T MCI	PHONE	291.62
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	769.03
00389084	APEX GRADING	WEED ABATEMENT	7,747.00
00389177	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,869.44
00389187	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,100.00
00389192	TERRACARE ASSOCIATES	TURF MOWING	486.30

Hillcrest Maintenance Zone 4

00388840	STEWARTS TREE SERVICE INC	TREE REMOVAL	5,100.00
00388843	TERRACARE ASSOCIATES	TURF MOWING	273.20
00389007	AT AND T MCI	PHONE	243.76
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	669.84
00389073	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,586.80
00389084	APEX GRADING	WEED ABATEMENT	9,500.00
00389187	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	250.00
00389192	TERRACARE ASSOCIATES	TURF MOWING	273.20

Prepared by: Lauren Posada

Finance Accounting

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255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00388831	PACIFIC GAS AND ELECTRIC CO	GAS	2.73
00388843	TERRACARE ASSOCIATES	TURF MOWING	355.16
00388962	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,608.00
00389007	AT AND T MCI	PHONE	41.66
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	109.05
00389084	APEX GRADING	WEED ABATEMENT	6,000.00
00389165	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	26.23
00389177	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,764.00
00389192	TERRACARE ASSOCIATES	TURF MOWING	355.16

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00388843	TERRACARE ASSOCIATES	TURF MOWING	5.46
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	81.28
00389084	APEX GRADING	WEED ABATEMENT	3,500.00
00389177	SILVA LANDSCAPE	LANDSCAPE SERVICES	792.00
00389192	TERRACARE ASSOCIATES	TURF MOWING	5.46

Citywide 2A Maintenance Zone 4

00388962	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,432.00
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	337.75
00389084	APEX GRADING	WEED ABATEMENT	4,500.00

Citywide 2A Maintenance Zone 5

00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	362.93
00389084	APEX GRADING	WEED ABATEMENT	9,496.00
00389177	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,232.00

Citywide 2A Maintenance Zone 6

00388843	TERRACARE ASSOCIATES	TURF MOWING	327.84
00388962	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,004.00
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	247.51
00389084	APEX GRADING	WEED ABATEMENT	8,500.00
00389192	TERRACARE ASSOCIATES	TURF MOWING	327.84

Citywide 2A Maintenance Zone 8

00388843	TERRACARE ASSOCIATES	TURF MOWING	27.32
00388854	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	7,412.72
00389073	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,000.00
00389084	APEX GRADING	WEED ABATEMENT	11,000.00
00389177	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,496.00
00389192	TERRACARE ASSOCIATES	TURF MOWING	27.32

Citywide 2A Maintenance Zone 9

00388838	SIGN TECHNOLOGY INC	SIGN INSTALLATION	1,097.53
00388840	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	350.00
00388843	TERRACARE ASSOCIATES	TURF MOWING	81.96
00388854	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	6,217.12
00389007	AT AND T MCI	PHONE	166.64
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	501.15
00389073	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	6,217.12
00389084	APEX GRADING	WEED ABATEMENT	9,000.00
00389192	TERRACARE ASSOCIATES	TURF MOWING	81.96

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Citywide 2A Maintenance Zone10

00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	123.49
00389084	APEX GRADING	WEED ABATEMENT	8,000.00
00389177	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,088.96

257 SLLMD Administration Fund

SLLMD Administration

00388762	SPRAYTEC	MAINTENANCE SERVICES	428.86
00388766	STEWARTS TREE SERVICE INC	TREE SERVICES	7,400.00
00388772	VERIZON WIRELESS	CELL PHONE	76.02
00388822	LOWES COMPANIES INC	IRRIGATION PARTS	278.26
00388828	NEXTEL SPRINT	CELL PHONE	47.80
00388840	STEWARTS TREE SERVICE INC	TREE REMOVAL	350.00
00388843	TERRACARE ASSOCIATES	TURF MOWING	327.84
00389001	ANTIOCH ACE HARDWARE	SUPPLIES	16.70
00389081	ANTIOCH ACE HARDWARE	SUPPLIES	47.16
00389192	TERRACARE ASSOCIATES	TURF MOWING	327.84
00937361	QUENVOLDS	SAFETY SHOES - BURGESS	300.00
00937364	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION PARTS	74.17

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00388782	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	7,173.60
00388854	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,662.84
00389073	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,586.80
00389084	APEX GRADING	WEED ABATEMENT	5,666.00
00389177	SILVA LANDSCAPE	LANDSCAPE SERVICES	176.00

311 Capital Improvement Fund

Non Departmental

Streets

00388786	ANCHOR CONCRETE CONSTRUCTION INC	SIDEWALK REPAIR PROJECT	23,848.09
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Energy Efficiency

00388820	LOCAL GOVERNMENT COMMISSION	CIVICSPARK FELLOW	1,181.82
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Northeast Annexation

00388710	GARNEY PACIFIC INC	NE WATER PROJECT	18,753.55
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376 Lone Diamond Fund

Assessment District

00388799	CENTRAL SELF STORAGE ANTIOCH	STORAGE FEE	302.00
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416 Honeywell Capital Lease Fund

Non Departmental

00389088	BANK OF AMERICA	DEBT SERVICE PAYMENT	45,917.90
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569 Vehicle Replacement Fund

Equipment Maintenance

00389074	ALL STAR FORD	REPLACEMENT VEHICLE	31,287.03
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570 Equipment Maintenance Fund

Non Departmental

00388816	HUNT AND SONS INC	FUEL	36,066.53
00389048	HUNT AND SONS INC	FUEL	16,278.75

Equipment Maintenance

00388661	ANTIOCH AUTO PARTS	AUTO PARTS	1,104.93
00388667	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	821.30
00388671	BILL BRANDT FORD	MAINTENANCE SERVICES	450.00

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00388680	CHUCKS BRAKE AND WHEEL SERVICE INC	AUTO PARTS	57.90
00388734	MATCO TOOLS	TOOLS	4,978.47
00388739	MUNICIPAL MAINT EQUIPMENT INC	PARTS	248.01
00388745	OREILLY AUTO PARTS	AUTO PARTS	1,337.21
00388757	SHIELDS HARPER AND CO	FUEL SYSTEM	1,067.42
00388772	VERIZON WIRELESS	CELL PHONE	38.01
00388777	WALNUT CREEK FORD	AUTO PARTS	1,090.94
00388790	ARMOUR PETROLEUM SERVICE	MAINTENANCE SERVICES	1,081.00
00388822	LOWES COMPANIES INC	SUPPLIES	2,773.76
00388824	MATCO TOOLS	SUPPLIES	114.10
00388860	ANTIOCH AUTO PARTS	AUTO PARTS	438.99
00388864	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	147.50
00388879	CLASSY GLASS	WINDOW TINT	175.00
00388903	ELITE IV CONTRACTORS INC	EMERGENCY REPAIR	8,789.00
00388906	FALCON COLLISION REPAIR INC	EMERGENCY REPAIR	5,687.30
00388960	SHIELDS HARPER AND CO	FUEL	957.68
00388990	WINTER CHEVROLET CO	PARTS	206.04
00389016	BILL BRANDT FORD	AUTO PARTS	197.40
00389019	CHUCKS BRAKE AND WHEEL SERVICE INC	SUPPLIES	98.33
00389037	EMERGENCY VEHICLE OUTFITTERS	AUTO PARTS	830.25
00389039	FASTENAL CO	SUPPLIES	68.24
00389058	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	560.07
00389071	WINTER CHEVROLET CO	PARTS	274.42
00389082	ANTIOCH AUTO PARTS	AUTO PARTS	1,100.42
00389085	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	297.00
00389101	CALLAHAN, ROBERT	EXPENSE REIMBURSEMENT	43.53
00389102	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	313.35
00389120	EAST BAY WELDING SUPPLY	EQUIPMENT RENTAL	14.75
00389124	FASTRAK VIOLATION PROCESSING	BRIDGE TOLL	6.00
00389150	MICHAEL STEAD WALNUT CREEK	EMERGENCY REPAIR	3,543.77
00389153	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	364.97
00389161	OREILLY AUTO PARTS	AUTO PARTS	45.13
00389163	OREILLY AUTO PARTS	AUTO PARTS	3,218.11
00389181	SPRAYTEC	AUTO PARTS	203.87
00389188	STOMMEL INC	PARTS	9,135.66
00389193	TRED SHED, THE	TIRES	3,475.74
00389197	WALNUT CREEK FORD	AUTO PARTS	988.79
00937134	KIMBALL MIDWEST	PARTS	143.20
00937172	BIG SKY ENVIRONMENTAL SOLUTIONS	WASTE OIL PICKUP	168.00
00937314	UNLIMITED GRAPHIC AND SIGN NETWORK	AUTO PARTS	98.32
00937336	A1 TRANSMISSION	AUTO PARTS	2,331.72
00937342	GRAINGER INC	SUPPLIES	174.80
00937356	KIMBALL MIDWEST	SUPPLIES	766.20
00937359	PETERSON TRACTOR CO	PARTS	218.16
00937363	SC FUELS	LUBRICANTS	1,282.07
573	Information Services Fund		
	Non Departmental		
00389013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,176.23
	Information Services		
00389007	AT AND T MCI	PHONE	153.40

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00389091	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	130.00
00389195	VERIZON WIRELESS	DATA SERVICES	382.28
Network Support & PCs			
00388660	AMS DOT NET INC	SOFTWARE SUBSCRIPTION	1,294.29
00388727	KIS	SUPPORT SERVICES	825.00
00388793	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	123.31
00388803	COMCAST	CONNECTION SERVICES	425.03
00389007	AT AND T MCI	PHONE	116.56
00389091	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	60.28
00389105	COMCAST	CONNECTION SERVICES	1,648.22
00389106	COMCAST	CONNECTION SERVICES	174.73
00937348	DIGITAL SERVICES	WEBSITE MAINTENANCE	6,155.00
Telephone System			
00388663	AT AND T MCI	PHONE	620.53
00388784	AMERICAN MESSAGING	PAGER SERVICES	41.76
00388791	AT AND T MCI	LONG DISTANCE LINES	21.96
00389007	AT AND T MCI	PHONE	4,344.99
00389076	AMERICAN MESSAGING	PAGER SERVICES	41.82
GIS Support Services			
00388809	ECS IMAGING INC	PROFESSIONAL SERVICES	1,800.00
00388922	INTERWEST CONSULTING GROUP INC	GIS SERVICES	670.00
Office Equipment Replacement			
00388660	AMS DOT NET INC	SOFTWARE RENEWAL	70.50
00388785	AMS DOT NET INC	SOFTWARE RENEWAL	846.00
00389096	BRIGHT SECURITY INTEGRATIONS	CITY HALL CAMERA UPGRADE	37,911.47
00389137	INSIGHT PUBLIC SECTOR INC	LICENSE RENEWAL	6,516.20
00937126	COMPUTERLAND	COMPUTER EQUIPMENT	14,024.37
00937128	DELL COMPUTER CORP	COMPUTER EQUIPMENT	2,848.70
00937208	DELL COMPUTER CORP	COMPUTER EQUIPMENT	5,344.11
577 Post Retirement Medical-Police Fund			
Non Departmental			
00388823	MACLEOD WATTS INC	ACTUARIAL SERVICES	2,833.34
00388869	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00388874	RETIREE	MEDICAL AFTER RETIREMENT	762.82
00388892	RETIREE	MEDICAL AFTER RETIREMENT	1,108.78
00388910	RETIREE	MEDICAL AFTER RETIREMENT	1,090.58
00388924	RETIREE	MEDICAL AFTER RETIREMENT	704.31
00388932	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00388938	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00388939	RETIREE	MEDICAL AFTER RETIREMENT	1,321.13
00388987	RETIREE	MEDICAL AFTER RETIREMENT	860.04
00388991	RETIREE	MEDICAL AFTER RETIREMENT	17.69
00937123	RETIREE	MEDICAL AFTER RETIREMENT	1,702.02
00937153	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00937154	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00937161	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00937162	RETIREE	MEDICAL AFTER RETIREMENT	283.67
00937165	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00937166	RETIREE	MEDICAL AFTER RETIREMENT	1,433.99
00937170	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98

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00937171	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00937180	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00937185	RETIREE	MEDICAL AFTER RETIREMENT	1,000.95
00937187	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00937190	RETIREE	MEDICAL AFTER RETIREMENT	563.78
00937192	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00937206	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00937207	RETIREE	MEDICAL AFTER RETIREMENT	1,536.98
00937213	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00937214	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00937215	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00937228	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00937231	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00937232	RETIREE	MEDICAL AFTER RETIREMENT	1,378.92
00937233	RETIREE	MEDICAL AFTER RETIREMENT	275.71
00937234	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00937244	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00937245	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00937248	RETIREE	MEDICAL AFTER RETIREMENT	131.98
00937260	RETIREE	MEDICAL AFTER RETIREMENT	1,536.98
00937262	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00937263	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00937274	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00937275	RETIREE	MEDICAL AFTER RETIREMENT	584.82
00937278	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00937280	RETIREE	MEDICAL AFTER RETIREMENT	1,013.74
00937283	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00937292	RETIREE	MEDICAL AFTER RETIREMENT	566.53
00937294	RETIREE	MEDICAL AFTER RETIREMENT	1,420.72
00937304	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00937306	RETIREE	MEDICAL AFTER RETIREMENT	768.49
00937311	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00937312	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00937318	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00937330	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00937331	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00937334	RETIREE	MEDICAL AFTER RETIREMENT	629.49

578 Post Retirement Medical-Misc Fund

Non Departmental

00388823	RETIREE	ACTUARIAL SERVICES	2,833.33
00388868	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00388875	RETIREE	MEDICAL AFTER RETIREMENT	363.34
00388895	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00388909	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00388911	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00388913	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00388954	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00388956	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00388981	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00937155	RETIREE	MEDICAL AFTER RETIREMENT	245.78

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00937156	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00937164	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937169	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937175	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00937177	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00937181	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00937182	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937183	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937186	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937193	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937198	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937199	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00937202	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937205	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937210	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937211	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937212	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937219	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00937220	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937221	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937222	RETIREE	MEDICAL AFTER RETIREMENT	126.13
00937227	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937230	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937239	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937243	RETIREE	MEDICAL AFTER RETIREMENT	103.69
00937247	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937251	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937253	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937254	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937257	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937259	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937269	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00937270	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937271	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937277	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937282	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937286	RETIREE	MEDICAL AFTER RETIREMENT	97.67
00937291	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937293	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937298	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937309	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937316	RETIREE	MEDICAL AFTER RETIREMENT	79.02
00937317	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00937319	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937321	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937322	RETIREE	MEDICAL AFTER RETIREMENT	676.92
00937329	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937332	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937333	RETIREE	MEDICAL AFTER RETIREMENT	570.38



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579 Post Retirement Medical-Mgmt Fund

Non Departmental

00388823	RETIREE	ACTUARIAL SERVICES	2,833.33
00388878	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00388908	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00388912	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00388915	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00388917	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00388933	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00388940	RETIREE	MEDICAL AFTER RETIREMENT	437.37
00388944	RETIREE	MEDICAL AFTER RETIREMENT	735.38
00388980	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00937157	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937167	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937168	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937173	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00937174	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00937176	RETIREE	MEDICAL AFTER RETIREMENT	155.70
00937178	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937184	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937188	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00937189	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937191	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00937195	RETIREE	MEDICAL AFTER RETIREMENT	630.56
00937196	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00937197	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00937200	RETIREE	MEDICAL AFTER RETIREMENT	515.08
00937201	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937203	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00937204	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937209	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00937216	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937217	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937218	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937223	RETIREE	MEDICAL AFTER RETIREMENT	357.40
00937224	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937225	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937226	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00937235	RETIREE	MEDICAL AFTER RETIREMENT	346.39
00937236	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00937238	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937240	RETIREE	MEDICAL AFTER RETIREMENT	700.38
00937241	RETIREE	MEDICAL AFTER RETIREMENT	223.62
00937242	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00937246	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00937249	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937250	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937252	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00937255	RETIREE	MEDICAL AFTER RETIREMENT	50.71
00937256	RETIREE	MEDICAL AFTER RETIREMENT	334.38

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00937258	RETIREE	MEDICAL AFTER RETIREMENT	1,151.48
00937265	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00937266	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00937267	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937268	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937272	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937273	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937279	RETIREE	MEDICAL AFTER RETIREMENT	607.47
00937281	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937284	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937285	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937287	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00937288	RETIREE	MEDICAL AFTER RETIREMENT	155.70
00937289	RETIREE	MEDICAL AFTER RETIREMENT	874.40
00937290	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00937295	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937296	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937297	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937299	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00937300	RETIREE	MEDICAL AFTER RETIREMENT	630.56
00937301	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937303	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937305	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00937307	RETIREE	MEDICAL AFTER RETIREMENT	239.58
00937308	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937310	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00937313	RETIREE	MEDICAL AFTER RETIREMENT	436.90
00937320	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937323	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937324	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00937325	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00937326	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00937327	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00937328	RETIREE	MEDICAL AFTER RETIREMENT	1,706.12

611 Water Fund

Non Departmental

00388669	BAY AREA BARRICADE	SUPPLIES	1,940.28
00388719	IDN WILCO	SUPPLIES	818.86
00388765	SWRCB	REVOLVING FUND DISBURSEMENT	56,095.48
00388795	BISHOP CO	SUPPLIES	1,226.48
00388881	COLE SUPPLY CO INC	SUPPLIES	1,247.43
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	1,731.25
00389022	COLE SUPPLY CO INC	SUPPLIES	415.15
00389060	ROBERTS AND BRUNE CO	SUPPLIES	785.51
00389121	EAST BAY WORK WEAR	SUPPLIES	551.82
00389136	IDN WILCO	MASTER LOCKS	1,251.02
00389198	WESCO RECEIVABLES CORP	SUPPLIES	248.85
00937146	HAMMONS SUPPLY COMPANY	SUPPLIES	401.05
00937342	GRAINGER INC	SUPPLIES	1,656.95

Prepared by: Lauren Posada

Finance Accounting

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Water Supervision

00388765	SWRCB	REVOLVING FUND DISBURSEMENT	56,095.48
00388772	VERIZON WIRELESS	CELL PHONE	190.05
00388802	COLEY, TIMOTHY P	EXPENSE REIMBURSEMENT	71.54
00388828	NEXTEL SPRINT	CELL PHONE	141.63

Water Production

00388655	ALLIED CRANE INC	HOIST INSPECTION	348.00
00388663	AT AND T MCI	PHONE	133.96
00388707	FRANK A OLSEN COMPANY INC	MAINTENANCE SERVICES	1,546.60
00388714	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,180.00
00388715	HACH CO	LAB SUPPLIES	165.74
00388721	INDUSTRIAL SOLUTIONS SERVICES INC	CHEMICALS	6,062.18
00388723	KARL NEEDHAM ENTERPRISES INC	CENTRIFUGE RENTAL	28,354.32
00388724	KELLY MOORE PAINT CO	SUPPLIES	62.02
00388729	KRUGER INC	MATERIALS	1,754.16
00388752	ROBERTS WATER TECHNOLOGIES	PARTS	2,886.90
00388753	ROYAL BRASS INC	SUPPLIES	307.41
00388755	SECO CONTROLS LLC	EQUIPMENT	4,880.16
00388771	UNIVAR SOLUTIONS USA INC	CHEMICALS	15,300.97
00388778	WATERPROOFING ASSOCIATES INC	MULTIPLE SITE ROOF	132,800.00
00388788	ANTIOCH AUTO PARTS	SUPPLIES	14.81
00388789	APPLIED TECHNOLOGY GROUP INC	SUPPLIES	113.33
00388811	FISHER SCIENTIFIC COMPANY	SUPPLIES	231.85
00388813	HACH CO	LAB SUPPLIES	175.55
00388822	LOWES COMPANIES INC	SUPPLIES	742.41
00388828	NEXTEL SPRINT	CELL PHONE	63.18
00388831	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	58.37
00388845	UNITED PARCEL SERVICE	SHIPPING	104.02
00388846	UNIVAR SOLUTIONS USA INC	CHEMICALS	17,321.60
00388849	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	6,500.00
00388858	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00388859	ANTIOCH ACE HARDWARE	SUPPLIES	16.70
00388862	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES	173.13
00388889	CONTRA COSTA WATER DISTRICT	RAW WATER	1,307,173.16
00388890	CONTRA COSTA WATER DISTRICT	RAW WATER	296,406.80
00388907	FLUKE ELECTRONICS CORPORATION	SUPPLIES	324.00
00388926	KAPSCH TRAFFICOM USA INC	CONSULTING SERVICES	2,970.00
00388929	KOFFLER ELECTRICAL MECH	PUMP SERVICE	14,609.43
00388930	KRUGER INC	PARTS	8,675.85
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	228.63
00388970	SWAN ANALYTICAL INSTRUMENTS USA INC	ANALYZER	4,557.95
00388979	UNIVAR SOLUTIONS USA INC	CHEMICALS	20,314.36
00389002	APPLIED TECHNOLOGY GROUP INC	SUPPLIES	489.00
00389003	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES	57.71
00389007	AT AND T MCI	PHONE	1,575.29
00389039	FASTENAL CO	SUPPLIES	146.61
00389051	KOMAX SYSTEMS INC	SUPPLIES	3,006.69
00389058	PACIFIC GAS AND ELECTRIC CO	GAS	134,374.99
00389068	THE GARLAND COMPANY INC	ROOF REPAIR	70,110.52
00389079	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	850.00

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00389084	APEX GRADING	WEED ABATEMENT	5,000.00
00389094	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	3,746.08
00389096	BRIGHT SECURITY INTEGRATIONS	CAMERA INSTALLATION	1,489.43
00389098	BURLINGAME ENGINEERS INC	MAINTENANCE SERVICES	3,218.88
00389110	COULTER GRADALL INC	EXCAVATION SERVICES	29,800.00
00389112	CRYSTAL CLEAR LOGOS INC	UNIFORM	536.20
00389125	FISHER SCIENTIFIC COMPANY	SUPPLIES	1,215.67
00389133	HACH CO	SUPPLIES	1,285.68
00389140	JOHN CRANE INC	RIVER PUMP SEAL	1,260.12
00389141	KARL NEEDHAM ENTERPRISES INC	CENTRIFUGE RENTAL	28,575.86
00389145	LONE TREE TRUCKING INC	MATERIAL	4,065.54
00389159	OFFICE DEPOT INC	OFFICE SUPPLIES	37.39
00389182	STATE OF CALIFORNIA	FINGERPRINTING FEES	49.00
00389194	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,725.49
00937129	GRAINGER INC	SUPPLIES	262.92
00937130	ICR ELECTRICAL CONTRACTORS	SERVICE GENERATOR	500.24
00937133	KARSTE CONSULTING INC	CONSULTING SERVICES	438.75
00937135	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	200.00
00937144	CHEMTRADE CHEMICALS US LLC	ALUM	6,366.58
00937145	EUROFINS EATON ANALYTICAL INC	WATER TESTING	80.00
00937149	NTU TECHNOLOGIES INC	CHEMICALS	6,332.13
00937194	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	358.89
00937208	DELL COMPUTER CORP	COMPUTER EQUIPMENT	1,992.90
00937338	CHEMTRADE CHEMICALS US LLC	CHEMICALS	29,476.24
00937342	GRAINGER INC	SUPPLIES	420.21
00937345	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,196.98
00937347	DELL COMPUTER CORP	SUPPLIES	30.10
00937349	EUROFINS EATON ANALYTICAL INC	TESTING	2,890.00
Water Distribution			
00388662	ANTIOCH BUILDING MATERIALS	ASPHALT	10,397.13
00388667	BANK OF AMERICA	VARIOUS ASPHALT REPAIRS	479.04
00388674	C AND J FAVALORA TRUCKING INC	DISPOSAL SERVICES	420.00
00388676	CAPITAL AIR TOOL LLC	WATER DISTRIBUTION	6,568.83
00388690	CRESO EQUIPMENT RENTALS	EQUIPMENT RENTAL	3,786.52
00388691	CWEA SFBS	CERTIFICATE RENEWAL - B BROOKS	89.00
00388692	CWEA SFBS	CERTIFICATE RENEWAL - R COLEFIELD	99.00
00388693	CWEA SFBS	CERTIFICATE RENEWAL- S CONNELLY	94.00
00388694	CWEA SFBS	CERTIFICATE RENEWAL - M LOWE	94.00
00388695	CWEA SFBS	CERTIFICATE RENEWAL - L OLSEN	89.00
00388696	CWEA SFBS	CERTIFICATE RENEWAL - J OLSON	94.00
00388697	CWEA SFBS	CERTIFICATE RENEWAL - M SCHATZ	94.00
00388701	EAST BAY WELDING SUPPLY	TOOLS	60.63
00388708	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	17,245.55
00388724	KELLY MOORE PAINT CO	SUPPLIES	291.14
00388726	KIE CON	EQUIPMENT	1,623.75
00388737	MOTION INDUSTRIES	SUPPLIES	16.26
00388738	MT DIABLO LANDSCAPE CENTERS INC	SUPPLIES	106.52
00388744	OMEGA INDUSTRIAL SUPPLY	WATER DISTRIBUTION	456.42
00388751	RICHMOND MACHINE & ENGINEERING CO	REPAIR SERVICES	1,900.00
00388754	RT LAWRENCE CORP	LOCKBOX PROCESSING	482.43

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00388769	TYLER TECHNOLOGIES	WEB HOSTING	340.00
00388772	VERIZON WIRELESS	CELL PHONE	418.11
00388778	WATERPROOFING ASSOCIATES INC	MULTIPLE SITE ROOF	145,088.00
00388798	C AND J FAVALORA TRUCKING INC	RECYCLING PROJECT	20,955.50
00388822	LOWES COMPANIES INC	SUPPLIES	1,827.12
00388826	MT DIABLO LANDSCAPE CENTERS INC	SUPPLIES	106.52
00388828	NEXTEL SPRINT	CELL PHONE	378.68
00388830	PACIFIC CREDIT SERVICES	COLLECTIONS FEE - WATER	353.06
00388837	ROBERTS AND BRUNE CO	SUPPLIES	783.84
00388845	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	43.00
00388893	DELTA DIABLO	RECYCLED WATER	9,205.67
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	408.21
00388971	SYAR INDUSTRIES INC	ASPHALT	2,112.79
00388978	TYLER TECHNOLOGIES	WEB HOSTING	340.00
00389007	AT AND T MCI	PHONE	41.66
00389013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	119.01
00389036	EAST BAY WORK WEAR	SUPPLIES	35.06
00389039	FASTENAL CO	SUPPLIES	403.13
00389060	ROBERTS AND BRUNE CO	SUPPLIES	5,966.29
00389061	ROYAL BRASS INC	SUPPLIES	376.15
00389068	THE GARLAND COMPANY INC	ROOF REPAIR	31,928.61
00389070	WESCO RECEIVABLES CORP	SUPPLIES	221.77
00389081	ANTIOCH ACE HARDWARE	SUPPLIES	16.30
00389082	ANTIOCH AUTO PARTS	AUTO PARTS	24.90
00389087	BACKFLOW DISTRIBUTORS INC	BACKFLOW PARTS	12,889.16
00389105	COMCAST	CONNECTION SERVICES	1,031.72
00389111	CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTAL	3,786.52
00389112	CRYSTAL CLEAR LOGOS INC	UNIFORM	395.31
00389115	CWEA SFBS	CERTIFICATE - P DEOLIVEIRA	281.00
00389121	EAST BAY WORK WEAR	SUPPLIES	77.92
00389142	KELLY MOORE PAINT CO	SUPPLIES	157.17
00389152	MT DIABLO LANDSCAPE CENTERS INC	SUPPLIES	106.52
00389159	OFFICE DEPOT INC	OFFICE SUPPLIES	50.91
00389160	OLSEN, LOUIS	EXPENSE REIMBURSEMENT	50.00
00389164	PACIFIC CREDIT SERVICES	COLLECTIONS FEE - WATER	411.13
00389180	SPOHN, WARREN	EXPENSE REIMBURSEMENT	83.89
00937124	BADGER METER INC	HOST SERVICES	5,865.00
00937125	BISHOP WISECARVER CORPORATION	EQUIPMENT	4,811.69
00937132	INFOSEND INC	PROGRAMMING FEE	150.00
00937141	BADGER METER INC	REGISTERS	7,878.95
00937163	BADGER METER INC	METER PARTS	26,978.55
00937342	GRAINGER INC	SUPPLIES	2,145.19
00937351	GRAINGER INC	SUPPLIES	93.96
00937354	INFOSEND INC	POSTAGE COSTS	3,331.45
Public Buildings & Facilities			
00388672	BROWN AND CALDWELL INC	CONSULTING SERVICES	28,116.75
00388673	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	25,862.75
00388678	CDM SMITH INC	CONSULTING SERVICES	12,125.19
00389014	BARTLE WELLS ASSOCIATES INC	PROFESSIONAL SERVICES	3,468.00
00389020	CLEAN LAKES INC	MUNICIPAL RESERVOIR	14,704.28

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00389078	ANDERSON PACIFIC ENGINEERING INC	WATER TREATMENT PLANT PROJECT	140,367.98
00389100	CALIFORNIA TRENCHLESS INC	WATER MAIN PROJECT	1,009,386.00
00937143	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	438,289.63

621 Sewer Fund

Non Departmental

00388833	PORTER, CLEVELAND J	EXPENSE REIMBURSEMENT	99.00
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Swr-Wastewater Administration

00388654	ADVANCED TRENCHLESS INC	SEWER REPAIRS	48,645.00
00388662	ANTIOCH BUILDING MATERIALS	ASPHALT	9,976.91
00388667	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00388674	C AND J FAVALORA TRUCKING INC	DISPOSAL SERVICES	420.00
00388690	CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTAL	3,786.53
00388708	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	17,245.55
00388754	RT LAWRENCE CORP	LOCKBOX PROCESSING	482.44
00388769	TYLER TECHNOLOGIES	WEB HOSTING	340.00
00388772	VERIZON WIRELESS	CELL PHONE	2,535.09
00388781	ADVANCED TRENCHLESS INC	SEWER REPAIR	64,396.00
00388798	C AND J FAVALORA TRUCKING INC	RECYCLING PROJECT	20,955.50
00388822	LOWES COMPANIES INC	SMALL TOOLS	372.60
00388828	NEXTEL SPRINT	CELL PHONE	82.88
00388837	ROBERTS AND BRUNE CO	SUPPLIES	1,651.86
00388852	ADVANCED TRENCHLESS INC	SEWER MAIN REPAIR	63,619.00
00388923	JACK DOHENY SUPPLIES INC	SUPPLIES	442.46
00388949	OFFICE DEPOT INC	OFFICE SUPPLIES	204.95
00388971	SYAR INDUSTRIES INC	ASPHALT	2,112.79
00388978	TYLER TECHNOLOGIES	WEB HOSTING	340.00
00388985	WECO INDUSTRIES INC	SUPPLIES	1,250.01
00389007	AT AND T MCI	PHONE	91.20
00389013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	87.39
00389044	HERNANDEZ, ARTHUR SIMON	SAFETY SHOES REIMBURSEMENT	44.87
00389060	ROBERTS AND BRUNE CO	SUPPLIES	2,192.00
00389072	ADVANCED TRENCHLESS INC	SEWER MAIN REPAIR	65,115.00
00389097	BROOKS, TAMMANY	EXPENSE REIMBURSEMENT	96.00
00389105	COMCAST	CONNECTION SERVICES	1,031.71
00389111	CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTAL	3,786.53
00389159	OFFICE DEPOT INC	OFFICE SUPPLIES	50.91
00389167	PATRIOT ENVIRONMENTAL SERVICES	HAZARD WASTE DISPOSAL	1,519.88
00389178	SMARTCOVER SYSTEMS	SEWER MONITORING	13,082.00
00389198	WESCO RECEIVABLES CORP	SUPPLIES	776.20
00937132	INFOSEND INC	WATER INVOICE PROGRAMMING FEE	150.00
00937151	SCOTTO, CHARLES W AND DONNA F	BUILDING LEASE	5,000.00
00937342	GRAINGER INC	SUPPLIES	298.77
00937351	GRAINGER INC	SUPPLIES	54.15
00937354	INFOSEND INC	POSTAGE COSTS	3,331.43

631 Marina Fund

Marina Administration

00388822	LOWES COMPANIES INC	SUPPLIES	93.74
00388828	NEXTEL SPRINT	CELL PHONE	47.21
00388847	VENTEK INTERNATIONAL	BILL ACCEPTOR	2,963.32
00388851	ZERO WASTE USA	BAGS	366.65

Prepared by: Lauren Posada

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00389017	BLUE SHIELD LIFE	VISION PREMIUMS	41.27
00389032	DELTA DENTAL	DENTAL INSURANCE PREMIUMS	89.30
00389058	PACIFIC GAS AND ELECTRIC CO	GAS	3,638.18
00389103	COLE SUPPLY CO INC	SUPPLIES	19.76
00389113	CUSTOM COMPUTERS INC	MAINTENANCE SERVICES	4,487.14
00389114	CUSTOM COMPUTERS INC	REPAIRS	810.00
00389173	REAL PROTECTION INC	FIRE INSPECTION	131.24
00389183	STATE OF CALIFORNIA	INTEREST DUE	181,389.00
00937135	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
00937353	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,583.34



AS SUCCESSOR AGENCY TO
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239	Redevelopment Obligation Retirement Fund		
00389131	GOLDFARB AND LIPMAN LLP	DOF LITIGATION	596.00



AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
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227 Housing Fund

Housing

00388820	LOCAL GOVERNMENT COMMISSION	CIVICSPARK FELLOW	590.91
00389092	BAY AREA AFFORDABLE HOMEOWNERSHIP ALLIANCE	CHECK REPLACEMENT	19,688.00
00937147	HOUSE, TERI	CONSULTING SERVICES	26,452.50

CITY OF
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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Rejection of Claims: Merica Fitch (aka Lintz), Mariyanna Bryant,
Tiazzi Hall, Keiari Hall, Teiari Hall

RECOMMENDED ACTION

It is recommended that the City Council reject the claims submitted by Merica Fitch (aka Lintz), Mariyanna Bryant, Tiazzi Hall, Keiari Hall, and Teiari Hall.

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

ATTACHMENTS


None.


CITY OF
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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Junming Li, Junior Engineer 

REVIEWED BY: Scott Buenting, Project Manager 

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

SUBJECT: Consideration of Bids for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2020-2021 (P.W. 507-17)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution awarding the Curb, Gutter, and Sidewalk Repair agreement to the lowest responsive and responsible bidder, Joe's Landscaping & Concrete, Inc. and authorizing the City Manager to execute the agreement in the amount of \$392,840.

FISCAL IMPACT

The FY 2020-21 Capital Improvement Budget includes \$450,000 for this project funded from the Water Enterprise, Sewer Enterprise and Gas Tax funds.

DISCUSSION

On July 7, 2020, four (4) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by Joe's Landscaping & Concrete, Inc. of Newman in the amount of \$392,840. The bids have been checked and found to be without errors or omissions.

This project will consist of removing and replacing existing uneven, damaged and/or deteriorated concrete curb, gutter, sidewalk, driveway and valley gutter sections and other miscellaneous concrete work, including the installation of texture colored concrete, constructing concrete curb ramps and modifying existing storm drain catch basins. Tree removal, stump grinding, and root pruning will also be performed on an as needed basis.

ATTACHMENTS

- A: Resolution
- B: Bid Tabulation
- C: Construction Agreement

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE
REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB
RAMPS AT MISCELLANEOUS LOCATIONS 2020-2021 PROJECT CONTRACT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION
AGREEMENT WITH JOE'S LANDSCAPING & CONCRETE, INC.
P.W. 507-17**

WHEREAS, the City Council has considered awarding the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2020-2021 Project ("Project") construction contract to the lowest, responsive and responsible bidder, Joe's Landscaping & Concrete, Inc. for a contract amount of \$392,840; and

WHEREAS, the City has considered a construction agreement with Joe's Landscaping & Concrete, Inc. for the Project ("Agreement").

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby awards the construction agreement for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2020-2021 Project to the lowest responsive and responsible bidder, Joe's Landscaping & Concrete, Inc.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute the Agreement with Joe's Landscaping & Concrete, Inc., for a total amount of \$392,840 in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF ANTIOCH					
TABULATION OF BIDS					
JOB TITLE: Curb, Gutter & Sidewalk Repair Program 2020-2021 (P.W. 507-17) BIDS OPENED: July 7, 2020 ~2:00 p.m. City Council Chambers					
	Engineer's Estimate	Joe's Landscaping & Concrete Newman	JD Partners Concrete Fremont	Kerex Engineering, Inc. Pleasant Hill	JJR Construction, Inc. San Mateo
TOTAL BID PRICE	\$420,000.00	\$392,840.00	\$394,000.00	\$490,160.00	\$713,150.00

LIST OF SUBCONTRACTORS

<i>Joe's Landscaping & Concrete</i>	<i>JD Partners Concrete</i>	<i>Kerex Engineering, Inc.</i>	<i>JJR Construction, Inc.</i>
None	None	Tree Services P & J Tree Services Trucking Chavez Trucking	Not Listed Mountain Enterprise

ATTACHMENT "C"

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of July, 2020, by and between JOE'S LANDSCAPING & CONCRETE, INC., hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 507-17**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be one (1) year from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Three hundred ninety-two thousand, eight hundred forty dollars (\$392,840.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF BID PRICES FOR
CURB, GUTTER & SIDEWALK REPAIR INCLUDING TREE REMOVAL & STUMP
GRINDING & INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS
LOCATIONS
P.W. 507-17**

Item No.	Unit	Description	Unit Price	Extended Amount
1.	1,300 LF	Remove and Replace Concrete Curb and Gutter, complete in place for the unit price per lineal foot	\$ 69.43	\$ 90,259.00
2.	4,500 SF	Remove and Replace Concrete Sidewalk, complete in place for the unit price per square foot	\$ 29.96	\$ 134,820.00
3.	1,300 SF	Remove and Replace Concrete Driveway Approach, complete in place for the unit price per square foot	\$ 30.96	\$ 40,248.00

Item No.	Unit	Description	Unit Price	Extended Amount
4.	1,600 SF	Construct Concrete Curb Ramp, complete in place for the unit price per square foot	\$ 30.96	\$ 49,536.00
5.	600 SF	Remove and Replace Concrete Valley Gutter, complete in place for the unit price per square foot	\$ 29.96	\$ 17,976.00
6.	5 EA	Modify Storm Drain Catch Basin Top, complete in place for the unit price per each.....	\$ 2,250.00	\$ 11,250.00
7.	500 SF	Install Stamped Colored Concrete, complete in place for the unit price per square foot	\$ 35.96	\$ 17,980.00
8.	1,300 IN	Tree Removal with Stump Grinding, complete in place for the unit price per inch tree circumference.....	\$ 23.67	\$ 30,771.00
TOTAL BID PRICE			\$392,840.00	

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Public Works Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. (N/A)
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party

hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: City of Antioch
Capital Improvements
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: Joe's Landscaping & Concrete, Inc.
Attn: Jose Garcia
802 Inyo Avenue
Newman, CA 95360

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

CONTRACTOR:

JOE'S LANDSCAPING & CONCRETE, INC.

Name Under Which Business is Conducted

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

*By: _____

Title: _____

By: _____

Title: _____

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

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

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

By: _____
Arne Simonsen, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

C4

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Shearer, Assistant Engineer *AS*

REVIEWED BY: Scott Buenting, Project Manager *SB*

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

SUBJECT: L Street Bikeway and Landscape Improvements; P.W. 234-15

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the agreement with BKF Engineers for initial consulting services related to the L Street Bikeway and Landscape Improvements ("Agreement") in the amount of \$51,550 and authorizing the City Manager to execute the Agreement.

FISCAL IMPACTS

The fiscal year 2020/2021 Capital Improvements Budget includes adequate funding through the Road Maintenance and Rehabilitation Account ("RMRA") Fund for work related to the design phase of the Project.

DISCUSSION

The L Street Bikeway and Landscape Improvements ("Project") is being implemented to beautify the L Street corridor between Highway 4 and the Antioch Marina and improve the accessibility for all modes of transportation, of especially active forms. On December 18, 2019, staff contacted sixteen (16) firms requesting qualifications for design services including providing initial traffic studies, utility undergrounding support services, project design documents, landscaping design, field engineering services, construction inspection and project administration services related to compliance with all permits, agreements, and environmental requirements related to the Project.

On January 24, 2020, qualifications were received from BKF Engineers of Pleasanton, Bellecci and Associates of Concord and Wood Rodgers of Pleasanton. Based on the content of the qualifications and discussions each firm had with the City and outside consulting staff, BKF Engineers was selected as the most qualified firm to provide the services required for this project. Due to significant ranges of project design costs associated with various roadway geometry and landscaping options, Staff has met with representatives of BKF Engineers to develop an initial scope of work and cost proposal.

This phase of work will consist of performing traffic and parking studies that will determine the roadway capacity and assist in the creation of alternative lane configurations. This information will be utilized to determine the final scope of the project. Following the completion of this task, Staff will continue negotiations with BKF Engineers for a complete design of the Project.

This design work will be done in preparation of the Project construction phase, which is funded through a \$1,650,000 Federal Safe Routes to School Grant.

ATTACHMENTS

- A. Resolution
- B. Agreement

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE AGREEMENT WITH BKF ENGINEERS FOR INITIAL
CONSULTING SERVICES FOR THE L STREET BIKEWAY AND LANDSCAPE
IMPROVEMENTS PROJECT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT
P.W. 234-15**

WHEREAS, the City has considered beginning the initial study for the design of L Street Bikeway and Landscape Improvements ("Project");

WHEREAS, on December 18, 2019, City staff contacted sixteen firms requesting qualifications for design services including providing initial traffic studies, utility undergrounding support services, project design documents, landscaping design, field engineering services, construction inspection and project administration services related to compliance with all permits, agreements, and environmental requirements related to the Project;

WHEREAS, on January 24, 2020, the City received qualifications from BKF Engineers of Pleasanton, Bellecci and Associates of Concord and Wood Rodgers of Pleasanton;

WHEREAS, the City selected BKF Engineers as the most qualified firm to provide the services required for this Project; and

WHEREAS, the City Council has considered authorizing the agreement with BKF Engineers for initial consulting services for this project ("Agreement") in the amount of \$51,550.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the Agreement with BKF Engineers for initial consulting services related to the L Street Bikeway and Landscape Improvements Project in the amount of \$51,550 and authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2020/**

July 28, 2020

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND BKF ENGINEERS FOR THE L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT P.W. 234-15

THIS AGREEMENT ("**Agreement**") for consulting services is made by and between the City of Antioch ("**City**") and BKF Engineers ("**Consultant**") as of July 28, 2020.

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

1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2021, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

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

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

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

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **Fifty-one thousand, five hundred fifty dollars (\$51,550.00)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

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

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

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

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

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed Four hundred fifty dollars (\$450.00). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:
Printing, Delivery, Mileage, Postage, and Parking

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

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

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

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

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

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. For survey and

geotechnical work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

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

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

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

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

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

4.5.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

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

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

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

SECTION 6. STATUS OF CONSULTANT.

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

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

SECTION 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable.

Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

SECTION 9. KEEPING AND STATUS OF RECORDS.

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

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

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California

Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

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

SECTION 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or

official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

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

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

BKF Engineers
Attn: Gordon Sweet, P.E.
4670 Willow Road, Suite 250
Pleasanton, CA 94588

Any written notice to City shall be sent to:

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

And:

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

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

SIGNATURE PAGE FOR CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND BKF ENGINEERS
FOR THE L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15

CITY:

CITY OF ANTIOCH

Rowland E. Bernal, Jr., City Manager

Attest:

Arne Simonsen, MMC, City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

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

CONSULTANT:

BKF ENGINEERS

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____



3. SCOPE OF WORK

BKF Engineers (BKF) is pleased to provide the following scope of work to initiate the L Street Bikeway and Landscaping Improvement Project (Project) in the City of Antioch. Based on recent coordination efforts with the City, BKF has developed the following scope of work to conduct initial traffic studies along L Street to determine where existing traffic lanes can be removed between 18th Street and SR 4 and help substantiate proposed roadway widening between 10th Street and 18th Street.

The BKF Team understands the City has recently completed traffic counts near the 18th Street intersection and will utilize this existing traffic data to initiate traffic evaluations along the L Street corridor. BKF understands that the outcome of these efforts will determine future scope of work along the L Street corridor, which BKF will provide a detailed scope of work to help advance these efforts at a later date.

TASK 1: PROJECT MANAGEMENT

BKF's Project Manager will be responsible for managing the BKF Team during these initial efforts to complete traffic studies. BKF will provide project management services for each task noted in this scope during these initial efforts. BKF's Project Manager will be responsible for ensuring that the project tasks are completed in a timely manner to the satisfaction of the City and will use the following management activities to facilitate the Project objectives:

1.1 General Project Management and Coordination – BKF's Project Manager, Jaggi Bhandal, will provide the general project administration and coordinate with the City and Kittleson during these initial efforts. We will ensure that the work is well coordinated and progresses in a timely manner to help scope the Project's remaining tasks for environmental approval and final design.

1.2 Project Kick-off Meeting – A kick-off meeting will be scheduled with the City soon after the Notice-to-Proceed to confirm Project scope and objectives. BKF will meet with City staff to establish project expectations, discuss agency reviews and determine the overall schedule for the traffic studies during this initial effort of the Project.

TASK 1 – DELIVERABLES:

- Kickoff Meeting Agenda and Minutes

TASK 2 – TRAFFIC STUDIES

2.1 Data Collection – The following six intersections are recommended for analysis by **Kittelson & Associates (KAI)** to check for reduced lane operations:

1. Contra Loma & SR 4 EB Ramps
2. Contra Loma & SR 4 WB Ramps
3. L Street & William Reed/Sycamore
4. L Street & 18th Street
5. L Street & 10th Street
6. L Street & 4th Street

Full day hourly counts over a seven day period are recommended at the following locations to understand volume profiles throughout the week:

1. L Street south of William Reed/Sycamore
2. L Street south of 18th Street
3. L Street south of 14th Street
4. L Street south of 7th Street

In reviewing recent traffic studies, planning studies and environmental studies from the City of Antioch website, it appears that no recent traffic counts have been reported in the L Street area. Most of the recent studies that included traffic data collection were related to development in the eastern portion of the City. The only study that included traffic data for the L Street area was the 2015 Citywide

3. SCOPE OF WORK

Engineering and Traffic Survey, which reports daily traffic volumes for 2014.

Traffic data collection during the spring of 2020 would not represent typical traffic conditions due to significantly reduced driving. Two options are proposed for traffic data collection.

Data Collection Option 1: Defer Data Collection

It is hoped that traffic conditions will be close to typical by September 2020. If data collection could be deferred until September, it may be possible to do standard traffic counts. Some adjustment may still be required (growth factors) to represent full economic activity.

Data Collection Option 2: Factor Sampled Counts

Estimates of intersection and segment counts could be made using available sources and focused data collection.

The first step would be to develop estimates of 2020 segment counts. The available 2014 traffic counts from the 2015 Citywide Engineering and Traffic Survey would represent typical conditions for that year. If the original data from the 2015 Citywide Engineering and Traffic Survey are available, those counts could be used as a basis for hourly variations. If not, a new count could be conducted on one of the segments on L Street to develop peak factors to be applied to the available daily counts. Growth factors to represent the differences between 2014 and 2020 traffic levels would be developed based on available sources such as Caltrans counts on State Route 4. The result would be estimated 2020 daily and peak hour volumes on L Street and selected crossing streets.

Intersection turn movement counts would be conducted at the six study intersections, with the understanding that these counts do not represent the full magnitude of typical traffic at the intersections. The sampled turn movement counts would be factored to match the estimated 2020 peak hour segment counts on the approaches and departures to each intersection. The result would be estimated AM and PM peak hour intersection turn movements that could be used for evaluation of traffic operations.

Parking Surveys

Parking surveys are recommended to collect parking data for L Street between SR 4 and Marina in support of the CEQA/NEPA and Project Design. Parking surveys cannot be estimated in the same way as traffic counts, and therefore should only be conducted during a time of normal economic activity (at earliest, September 2020).

- A data collection firm will drive the corridor and note locations of parked vehicles and estimate the amount of curb available for parking in each block.
- Parking data will be collected over two midweek days in the afternoon and at night
- Parking data will also be collected over two Saturday afternoons.

Based on the surveys, KAI will develop an estimate of parking occupancy by block for weekday and weekend conditions.

- 2.2 Traffic Analysis** – KAI will develop an intersection analysis model for the six study intersections. Traffic operations will be evaluated for existing conditions midweek AM and PM peak hours using Highway Capacity Manual methodologies.

Future cumulative (2040) traffic volumes will be estimated using growth factors from the Contra Costa County travel demand model. The 2040 No Project traffic operations will be reported based on these

3. SCOPE OF WORK

volumes.

Once the no project models are complete, KAI will develop Project models for up to three alternatives looking at the effects of revising lane configurations and roadway capacity. For each alternative, KAI will recommend revisions to lane configurations or traffic controls that would ensure acceptable traffic operations.

2.3 **Circulation Assessment** – KAI will provide review of the proposed L Street plan including:

- Street volumes and cross-sections
- Intersection lane designations, controls, queuing and turn-lane requirements
- Bicycle and pedestrian facilities
- Safety considerations
- Driveway locations and design
- Parking access and layouts

KAI will typically provide annotated markups of conceptual street drawings. If requested, KAI will provide concept plans and/or brief technical memoranda to document circulation recommendations.

TASK 2 – DELIVERABLES:

- Traffic Operations summary for existing and 2040 No Project conditions
- Traffic Operations summary and recommendations for three Project alternatives
- Actual or estimated segment traffic counts
- Actual or estimated intersection turn movement counts
- Parking occupancies by block
- Technical memoranda on site plan circulation issues

EXHIBIT "B"

CITY OF ANTIOCH
L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15
6/15/2020

BKF ENGINEERS

TASK	SCOPE/DESCRIPTION	PIC	ASSOC	PM	Sr Proj Eng / Surv	Proj Eng / Surv	Proj Eng / Surv	Design Eng / Surv	Drafter	Field Survey Crew	Proj Asst	Totals	EST FEE
TASK 1	Project Management												
1.1	General Project Management and Coordination	10	20									30	\$ 7,010.00
1.2	Project Kick-off Meeting	2	4									6	\$ 1,402.00
	Subtotals	12	24	-	-	-	-	-	-	-	\$84.00	36	\$ 8,412.00
TASK 2	Traffic Studies												
2.1	Data Collection											0	\$ -
2.2	Traffic Analysis	4	8									12	\$ 2,804.00
2.3	Circulation Assessment											0	\$ -
	Subtotals	4	8	-	-	-	-	-	-	-	-	12	\$ 2,804.00

BKF Engineers

L Street Antioch_BKF_Fee_20200615.xls

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CITY OF ANTIOCH
L STREET BIKEWAY AND LANDSCAPE IMPROVEMENT PROJECT
P.W. 234-15
6/15/2020

BKF ENGINEERS

TASK	SCORE/DESCRIPTION	PIC	ASSOC	PM	Sr Proj Eng / Surv	Proj Eng / Surv	Proj Eng / Surv	Design Eng / Surv	Driller	Field Survey Crew	Proj Asst	Total Hrs
		\$251.00	\$225.00	\$209.00	\$179.00	\$157.00	\$137.00	\$135.00		\$295.00	\$84.00	
		PIC	ASSOC	PM	Sr Proj Eng / Surv	Proj Eng / Surv	Proj Eng / Surv	Design Eng / Surv	Driller	Field Survey Crew	Proj Asst	
	Totals By Classification	16	32									Total
	Total Direct Labor	\$ 4,016.00	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,216.00
	Subconsultants											
	David J Powers & Associates (Environmental)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	David Gates Associates (Urban Designer, Including Electrical)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Perkins Consultants (Geotechnical)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Bechtel Construction (Structural Engineering)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	AKS/MS (Right of Way Agent)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Kittelson & Associates	\$ 4,360.00	\$ 25,470.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,836.00
	Subconsultants	\$ 4,360.00	\$ 25,470.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,836.00
	Reimbursable											
	Printing, Deliver, Mileage, Postage, Parking (4% of design fee)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450.00
	Subtotals											\$ 450.00
	PROJECT TOTAL											\$ 51,550.00

BKF Engineers

L Street Antioch BKF Fee 20200615.xls

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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Shearer, Assistant Engineer *TS*

REVIEWED BY: Scott Buenting, Project Manager *SB*

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

SUBJECT: Citywide Signage Program, P.W. 679-1

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the agreement with RSM Design for project design services related to the Citywide Signage Program ("Agreement") in the amount of \$116,730 and authorizing the City Manager to execute the Agreement.

FISCAL IMPACTS

The fiscal year 2020/2021 Capital Improvements Budget includes adequate funding through the General Fund for work related to the Citywide Signage Program ("Project").

DISCUSSION

In 2018, Antioch hired a consultant to form a rebranding campaign which resulted in a new City logo series with vibrant colors, and motto with the overarching theme, "Opportunity Lives Here." On February 27, 2020, Staff placed a request for qualifications on the city website and contacted seven (7) firms for design services related to the creation of a citywide signage program that draws from the City's existing style guide. This program will market the City's assets, including entertainment, cultural, historic and recreational opportunities, and acts as a functional navigational system that will guide residents throughout the City.

On March 27, 2020, qualifications were received from RSM Design of Pasadena, Gates + Associates of San Ramon, GNU Group of Walnut Creek and Hunt Design of Pasadena. Based on the content of the qualifications, RSM Design was selected as the most qualified firm to provide the services required for this project. Staff has subsequently met with representatives of RSM Design to develop the scope of work and cost proposal for the Project.

The scope of this Project includes the development of design models for all signs around the City, including City services, cultural amenities, points of interest, shopping, etc. Upon

completion, staff will receive a catalogue of fabricable sign designs with associated costs, as well as a specific, unique design for City corridor welcome signs. The consultant will also inventory the existing signs and provide recommendations on how to incorporate or eliminate them based on the chosen design scheme.

ATTACHMENTS

- A. Resolution
- B. Agreement

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AGREEMENT WITH RSM DESIGN FOR DESIGN SERVICES FOR
THE CITYWIDE SIGNAGE PROGRAM AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE AGREEMENT
P.W. 679-1**

WHEREAS, the City has adopted a new City Logo and City colors and has considered a cohesive sign design plan and clear navigational signs;

WHEREAS, on February 27, 2020, Staff contacted seven firms and advertised on the city website a request of qualifications for design services related to the Citywide Signage Program ("Project");

WHEREAS, on March 27, 2020, the City received qualifications from RSM Design of Pasadena, Gates + Associates of San Ramon, GNU Group of Walnut Creek and Hunt Design of Pasadena;

WHEREAS, the City selected RSM Design as the most qualified firm to provide the services required for this Project; and

WHEREAS, the City Council has considered authorizing the Agreement with RSM Design for design services for this project ("Agreement") in the amount of \$116,730.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the Agreement with RSM Design for design services related to the Citywide Signage Program in the amount of \$116,730 and authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND RSM DESIGN FOR THE CITYWIDE SIGNAGE PROGRAM P.W. 679-1

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and RSM Design ("Consultant") as of July 28, 2020.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2020, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed One hundred sixteen thousand, seven hundred thirty dollars (\$116,730.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, according to the payment schedule attached as Exhibit A, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

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

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

- 2.5 **Reimbursable Expenses.** Reimbursable expenses are specified below and are described in Exhibit "A".

Reimbursable Expenses are:

Travel Expenses (airfare, lodging, and meals must be pre-approved by the City)
Printing Expenses
Mileage at standard per diem rate established by federal government
Postage/Messenger/Express shipping
Parking

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

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

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

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

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

4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

4.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

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

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

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

5.2. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

Section 6. STATUS OF CONSULTANT.

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

6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

- 7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

- 8.6.1 Immediately terminate the Agreement;
- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that

City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 **Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 **Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or

developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement. City agrees that any modifications made by the City after receipt of finalized submission will be the full responsibility of the City.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement

of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:

Kyle Richter
RSM Design
160 Avenida Cabrillo
San Clemente, CA 92672

Any written notice to City shall be sent to:

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

And:

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

- 10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

SIGNATURE PAGE FOR CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND RSM DESIGN
FOR THE CITYWIDE SIGNAGE PROGRAM
P.W. 679-1

CITY:

CITY OF ANTIOCH

Rowland E. Bernal, Jr., City Manager

Attest:

Arne Simonsen, MMC, City Clerk of City of Antioch

Approved as to Form:

Thomas Lloyd Smith, City Attorney

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

CONSULTANT:

RSM DESIGN

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

EXHIBIT "A"

CITY OF ANTIOCH

PROPOSAL FOR ARCHITECTURAL GRAPHIC DESIGN

MARCH 21, 2020



rsm

Submitted to:

Scott Buenting
Project Manager
City of Antioch
Capital Improvements Division
P.O. Box 5007
Antioch, CA 94531-5007

Prepared by:

Kyle Richter
RSM Design
160 Avenida Cabrillo
San Clemente, CA 92672
T 949.492.9479
kyle@rsmdesign.com

PROPOSAL

RSM Design is pleased to submit this architectural graphic design proposal to Scott Buenting, with the City of Antioch. In response to the request for a proposal, we have developed the following scope, phases, deliverables, fee structure, and terms for this project.

SCOPE OF WORK**Overall Project:**

- Brand narrative / vision palettes
- Catalog of City sign types
- New signage design from concepts thru design development / design intent
- Signage location plans
- General signage specifications
- Material, color, and type schedules

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Overall City Signage:

- City identity totems
- Vehicular directionals to City amenities
- Pedestrian scaled directionals
- Overall city directory kiosk with map
- City banners - up to four (4) designs
- City public parking identity
- Interpretive signage prototypes - up to three (3) sizes (final copy and images layout not in scope)

Signage for various City areas:

(based on the selected overall design scheme but will differentiate each with color, pattern, or material as needed)

- City services
 - Identity monument
- Cultural amenities
 - Identity monument
- Historic edifices
 - Identity monument / plaque
- Points of interest
 - Identity monument / plaque
- Parks and recreation
 - Identity monument
 - Parking lot identities and directionals
 - Amenity identities and directionals
 - Restroom identities
- Hospital
 - Identity monument
- Shopping
 - Identity monument
- Events
 - Temporary banner prototype guidelines (up to five pages of guideline information)
- Trails - biking and hiking
 - Trail head identity
 - Path designation - bike, pedestrian, etc.

- Trail distance markers

WORK PHASES + DELIVERABLES

Phase I: Signage Vision and Concept Design

Data Collection, Analysis, and Project Research

RSM Design will research the project context and community to understand the unique characteristics of the project's location. This may include investigations into items such as area demographic studies, site context character, neighboring cities, and local sign restrictions, to name a few. In addition to this research, the team at RSM Design will:

- Collect all relevant site information and drawings from the project team or client including:
 - Landscape drawings, architectural drawings, and existing sign designs
 - City design guidelines
 - City logo in a vector format
 - Regional or local sign codes (*provided by City*)
- Review with the client the project budget, construction phases, scope and project schedules

Site Visit, Signage Analysis, and Design Strategy

To kick off the signage and graphic design, RSM Design will participate in a site visit. During this time, RSM Design will document and evaluate the existing signage conditions to determine the most effective way to meet the client's goals and objectives. RSM Design will document the project site signage in photos to prepare the analysis. We will analyze up to five (5) city districts and up to ten (10) sign types. As well, during this phase we will locate key areas for enhancements that will offer the greatest impact and cost benefits for the project. We will also review the existing signage to verify if existing sign elements can be reused in any new signage solutions. Not all signs within the City boundaries will be included in the signage analysis, only major elements as determined by the project team prior to start of work.

Based on the research and fact-finding initial visit to the site, RSM Design will develop project signage strategy, approaches, and suggestions that will determine the needs for identity and wayfinding throughout the project. This package will focus on the "Master Plan" strategy to the signage needs. This will be communicated through photographic images, diagrams, analysis images, and programming of existing and suggested signage locations.

Concept Design

Based on the research and design strategy, RSM Design will develop concept designs and initial palettes for the signage scope listed above. Through the use of reference images and computer-generated design “sketches,” the concept package will convey the character of the concept direction for the signage and graphics. RSM Design will also prepare a signage location document to identify the conceptual locations of each sign type. Notes and dimensions are not added to the drawings in the concept design phase.

Deliverables

- Existing signage analysis
- Reference image palettes that convey the signage vision
- Maximum of 3 different concept design families with a maximum of 1 revision to the submitted designs. Major sign types will be presented to convey the overall conceptual design intent, but not every sign will be designed at this concept stage
- Conceptual signage location diagrams
- Concept deliverables will be compiled into a PDF presentation

Schedule

RSM Design respectfully requests an estimated 6 weeks for the completion of the concept design package after a signed contract and the mobilization fee is received, and a “kick-off” conversation or meeting is held with the project team. RSM Design shall not be responsible for delays outside of RSM Design’s control. Upon receipt of the contract and mobilization fee, RSM will present a detailed schedule of milestone presentations and deliverables.

Phase II: Schematic Design

After the completion of Phase II and the client’s written approval of the concept design package and their authorization to proceed, RSM Design will develop a single selected scheme based on the concept directions presented. The schematic design development will include further developed drawings of all of the scope items. During this phase RSM Design will prepare schematic design drawings showing the sign types, shapes, sizes and recommended materials, colors, and finishes for review of the design directions. Major material notes and major dimensions will be added to the concept drawings.

During the schematic design phase, RSM Design will coordinate closely with the project design team and consultants on specific sign locations, along with conceptual locations for electrical needs and/or backing. Please note, the schematic design drawings are in no way intended for construction or final pricing and do not contain details and enough information for a bid set of drawings.

RSM Design will work with a sign fabricator to prepare up to three (3) sign mockups. This will assist the team in understanding the scale and possible locations of the signs. This mockup review will be completed prior to the development of the final package.

Any map developed for the wayfinding system will be illustrated to identify major districts and city destinations in a diagrammatic format. The information contained in the map will not be suitable for street by street navigation.

Deliverables

- Schematic design computer-generated drawings for each sign type outlined in the scope. These drawings will include sign form, overall dimensions, major material call outs, typeface recommendations, and color selections. A single direction of each design is presented, having been selected from the multiple options presented in concepts.
- Map graphic design includes one (1) initial submittal with one (1) round of revisions.
- Signage location plan
- Schematic design deliverables will be compiled into a PDF presentation

Schedule

RSM Design respectfully requests an estimated 6 weeks for the completion of the schematic design package after written authorization to proceed from concepts is received from the client. RSM Design shall not be responsible for delays outside of RSM Design's control.

Phase III: Design Development / Design Intent (Sign Catalog)

After the completion of Phase III and the client's written approval of the schematic design package along with their authorization to proceed, RSM Design will address any client comments in the final design development / design intent phase. This phase will include further development of the drawings and the final coordination of the proposed signage with the project consultant team to address items related to signage but outside RSM's scope, such as lighting, electrical and backing locations.

The information and drawings contained in the final design development / design intent package will be suitable for pricing and bidding by qualified signage fabricators, as well as the creation of shop drawings by the selected sign fabricator. The final package will show clearly the design aesthetic intent of all signs (conveying the intended design as seen from the exterior of the signs), but does NOT include full detailing of internal structure, engineering, foundation details, lighting specifications, weights, venting, backing specifications, nor attachment details. These drawings are not "construction documents" and are not intended for construction but contains enough information for a fabricator to produce shop drawings.

The fabricator produces the "construction documents" for permitting, fabrication, and installation. The selected sign fabricator is responsible for coordinating with local codes or requirements, sign engineering, structural requirements and coordination electrical, backing, venting, waterproofing, and all attachment methods with the other consultants. Please note, final message schedules for "prototype" signs are also generated by the selected signage fabricator.

For inclusion in the final package, RSM Design will prepare an estimated cost of fabrication and installation for the client team's review and use.

Deliverables

- Final design development / design intent drawings for each sign type. These drawings will include sign form, dimensions, materials, type layouts, and colors; all necessary sign views will be included to convey the design intent
- Finalized sign location plans as coordinated with the project consultant team
- General outline specifications
- Sign color, font, and material schedules
- Fabrication cost estimates
- The final deliverables will be compiled into a PDF presentation

Schedule

RSM Design respectfully requests an estimated 6 weeks for the completion of the design development / design intent package after written authorization to proceed from schematics is received from the client. RSM Design shall not be responsible for delays outside of RSM Design's control.

ADDITIONAL SCOPE / PHASES FOR CONSIDERATION

The following phase of work is for consideration. If requested by the client team, RSM Design can provide a price for this work as an additional service.

Fabrication Observation

Bidding Assistance

Based on the approved design intent package, RSM Design will provide a list of 3 qualified signage fabricator prospects for the production of shop drawings, fabrication, and installation of the proposed signage and graphics. As requested by the client, RSM Design will review any submitted qualification materials and interview, along with the client team, a selected short list of qualified fabricators. During this process, RSM Design will answer any bid questions received in writing in order to clarify any questions about the design intent. Upon receipt of all written bid packages, RSM Design will prepare a spreadsheet to provide a comparison of the bids.

RSM Design will provide our recommendation based on the fabricator's qualifications, past fabrication history, and submitted bid package, but the client or general contractor will be responsible for the final selection and contracting of a signage contractor. The client or general contractor will contract directly with the selected sign fabricator.

RSM Design will be available for meetings as needed to assist in the bidding process. Because the number of meetings cannot be determined at this time, each meeting will be billed separately on an hourly basis. The general contractor or client is responsible for coordinating the signage and graphics project fabrication and implementation schedule with the selected sign fabricator.

Shop Drawing Review

RSM Design will review and redline all shop fabrication drawings received within 10 business days of receipt. Drawings must be received in one holistic package for review and not individually. The drawings will be reviewed for compliance with the original design intent, colors, materials, and compliance with the general specifications. RSM Design will also review and comment on all submitted material samples. RSM Design will not be responsible for shop drawings compliance with, and will not review for, local codes, structural integrity, nor items such as engineering and design of electrical, waterproofing, venting, material strengths, weights, and lighting specifications associated with the signs. RSM Design's submitted design intent package is for overall design aesthetics only - the selected signage fabricator ultimately acts as the contractor for the signs and will be responsible for the sign's engineering, structure, foundations, venting, waterproofing, electrical, and lighting. Please note, the client team or general contractor will be responsible for final sign off of all shop drawings and message schedules.

Fabrication and Installation Observation

Along with the client team, RSM Design will participate in shop visits on an as needed basis to review signage mock-ups and fabrication progress to comment on the fabricator's compliance with the design documents and general specifications. Similarly, site visits during the installation process will observe and report on the progress and compliance with the design intent. When the fabrication and installation is complete RSM Design will prepare a written and photographic punch-list of all signage and graphics from the scope to ensure compliance with the original design intent and general specifications.

CLARIFICATIONS

RSM Design has made the following clarifications when writing the proposal.

- **Logo and Copyright:** The client will provide the project name and logo prior to start of design; Photographs used to convey the design intent are not used with permission of the photographer and are used for reference purposes only. Most images originate from the web, are used for "in-house" purposes only, and may not be used by the client or consultant teams for publication without prior written consent from the original source.
- **Deliverables:** RSM Design's base contract does not include the design of temporary construction and barricade graphics, digital hardware and software specifications, highly rendered / presentation quality views of signage placed into architectural renderings, unless identified otherwise.
- **Prototype Signage, Code Compliant Signage, & Message Schedules:** As a cost savings to the client, RSM Design recommends prototype designs for indicated sign types within the scope. These prototype designs include guidelines for color, font, mounting, materials, etc. RSM Design assumes the selected sign fabricator will document locations and message schedules for the prototype signs. Prototype signs include, but are not limited to: interior and exterior code-required signs for elevators, exiting, fire, evacuation maps, stairs, emergency shelters, typical rooms, etc. RSM Design assumes that all "Life Safety" signage is in the architect's base building drawings. RSM Design assumes that the civil engineer will program all standard site regulatory sign locations (stop, yield, mph, accessible, pedestrian, etc.). Initial message schedules for non-prototype signs are generated with the client's direct involvement and final message schedules will need client sign off prior to fabrication.

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- **Bid Documents:** It is the responsibility of the selected sign fabricator to provide all final shop drawings for construction. Additionally, the selected sign fabricator needs to provide sign engineering, structure, backing, foundations, weights, venting, electrical, lighting, attachment details, and waterproofing. RSM Design does not provide specifications in MasterFormat or MasterSpec, however, does provide sign industry standard general specification recommendations. RSM Design does not work within Revit or AutoCad and provides specific file artwork formats generated with standard Adobe Illustrator and Adobe InDesign CC software. RSM generates all packages in 11' x 17" (or similar) PDF format and any other formats may require additional services. JPG / PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding payments have been received.
- **Fabrication:** RSM Design is not a sign fabricator and as such, RSM Design does not provide engineering, permitting, construction documentation, nor fabrication of signs. RSM Design will not be responsible for the management of the selected signage fabricator or the fabrication schedule and deliverables. However, if RSM Design is authorized to provide Fabrication Observation services, we will include the review of shop drawings, fabrication materials and mock ups as indicated in the fabrication observation phase description.
- **Mock Ups:** RSM Design is not responsible for the costs of signage mock ups. Any mock ups RSM Design is asked to procure will be a reimbursable expense.
- **Plans:** RSM Design assumes that we will receive to-scale vector digital plans for locations that reflect the current state of the project. If RSM Design has to prepare or revise existing plans for any portions of the project, additional service may apply.

WOMEN BUSINESS ENTERPRISE (WBE)

RSM Design is a certified Women Business Enterprise (WBE) and is certified nationally by the National Women Business Owners Corporation. As well, we are certified WBE in the state of Texas by the Texas Unified Certification Program and North Central Texas Regional Certification Agency. With our affiliation and participation in these programs we hope our WBE status helps the projects' diversity programs, requirements for minority subcontractors, and opportunities with local, state, and the federal government.

SIGNAGE + GRAPHICS COORDINATION

RSM Design will make all reasonable efforts to effectively coordinate the signage and graphics designs and locations with the project consultant team (architects, landscape architects, interior designers, civil engineers, lighting designers). RSM Design cannot be held responsible for the review of and approval of the different consultant's documents for their correct and thorough integration of the signage and graphics. RSM Design will not assume management responsibilities or be the lead in directing this coordination of the other disciplines.

SPECIALTY CONSULTANTS

Should the final design intent of the signs require, RSM Design may suggest the assistance of specialty consultants such as a digital media consultant, specialty lighting designer, or structural engineer. With the client's approval and at the client's sole expense, RSM Design may retain special consultants to assist with the specified design issue.

MEETINGS

A principal's or senior designer's professional time for 5 meetings at the project site are included in this proposal. The meetings would be as follows:

Phase I: Signage Vision and Concept Design

- Meeting #1: Site Analysis Visit - 2 days (2 people)
City Signage Review, Kick Off Meeting, Stakeholder Coordination
- Meeting #2: Concept Design Presentation - half day (2 people)

Phase II: Schematic Design

- Meeting #3: Team Meeting / Location Coordination - half day (1 person)
- Meeting #4: Schematic Design Presentation - half day (1 person)

Phase III: Design Development / Design Intent (Sign Catalog)

- Meeting #5: Team Meeting / Location Coordination - half day (1 person)

All meeting and travel expenses are billed separately as a reimbursable expense.

RSM Design will participate in up to 10 internet-based meetings and conference calls as needed for coordination and that are included in this proposal's fee. If RSM is requested to participate in weekly team internet-based meetings, then additional services may apply. Additional on-site meetings at the request of the client will be considered an additional service and billed at the hourly rates listed below.

PROFESSIONAL FEES

Phase I:	Vision / Concept Design	\$33,900
	Meeting #1: Site Analysis Visit	\$6,400
	Meeting #2: Concept Design Presentation	\$3,200
Phase II:	Schematic Design	\$27,800
	Meeting #3: Team Meeting / Location Coordination	\$1,800
	Meeting #4: Schematic Design Presentation	\$1,800
Phase III:	Design Development / Design Intent	\$22,400
	Meeting #5: Team Meeting / Location Coordination	\$1,800
Contingency (10%):		\$9,930
Estimated Expenses:		\$7,500
Total:		\$116,730

MOBILIZATION FEE

Upon acceptance and signing of this proposal, RSM Design will invoice for \$9,000 as a mobilization fee. Payment will need to be received before travel and the design services begin and this amount will be deducted from the final project invoice.

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PAYMENT + EXPENSES

The design fees above are based on all scope items and approved phases to be designed and developed concurrently through all phases of the project. If the project or any scope items are phased independently, additional services will apply.

RSM Design will invoice for percentages of project fees upon completion at each milestone phase work. JPG / PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding payments have been received.

RSM Design bills for time, materials and expenses for all projects. RSM Design's standard billing procedure is to provide itemized monthly invoices at the first of each month. Invoices are due net 30 days. RSM Design will make every effort to accommodate special billing requirements if necessary. RSM Design's hourly fee schedule is:

Principal / Director	\$225.00 per hour
Design / Production	\$175.00 per hour

For the purposes of calculating monthly charges, typical reimbursable expenses include, ~~but are not limited to~~, the following:

- travel expenses
- printing expenses
- mileage at standard per diem rate established by federal government
- postage / messenger / express shipping
- parking

~~A standard 10% markup is assessed on all reimbursable expenses above and beyond the outlined expenses. These charges will be itemized in each monthly client invoice. Reimbursable expenses are defined as those actual expenditures incurred directly in conducting the project. These include but are not limited to the items listed above. Excessive reimbursable expenses would be considered an additional fee these may include such items as professional renderings, photography, presentation models, purchasing of stock photos, excessive printing, and special presentation materials.~~
All travel expenses must be pre-approved by the City.

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The above design fees are fixed fees (unless otherwise stated) and additional fees will only be charged if requested by the client or if the scope and meetings agreed upon change. Any fee associated with requested additional work will be negotiated with the client prior to beginning. Any changes in scope, meetings, or deliverables may result in additional expenses, but this will be brought to the client's attention prior to any work started.

PROJECT / CONTRACT DURATION

This project and contract will only be good for 12 months for the design phases from full execution and receipt of the mobilization fee. If this project extends beyond this time period, this contract will be voided and a new contract will be negotiated with the client.

AGREEMENT

This proposal is good for 90 days from the date of issuance. If this proposal is acceptable to you, please sign and date one copy and return it to us, whereupon this proposal will become a binding agreement in accordance with its terms.

Martin Schwartz, Principal
RSM Design

Date

Accepted:

Print Name

Title

Signature

Date

TERMS + CONDITIONS

RSM Design will negotiate the terms and conditions based on our review of the City's contract.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

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

SUBJECT: Fifth Amendment to the Design Services Agreement with Swatt Miers Architects for Improvements to City Hall

RECOMMENDED ACTION

It is recommended that Council adopt a resolution to:

1. Approve the fifth amendment to the Design Consultant Services Agreement with Swatt Miers Architects for improvements to City Hall, which increases the contract by \$82,640 for a total contract amount of \$269,842.50 and extends the term of the agreement with Swatt Miers Architects ("SMA") to December 31, 2020.
2. Authorize the City Manager to execute the fifth amendment to the Design Consultant Services Agreement with Swatt Miers Architects.

FISCAL IMPACT

The Capital Improvement Budget includes \$420,000 from the General Fund, \$173,000 from Development Impact Fees and \$282,000 in Community Development Block Grant funding for design and implementation of office modifications within City Hall and the reconstruction of the Leo Fontana Fountain.

DISCUSSION

In September of 2017, SMA was selected to provide architectural design services for a minimal remodeling of the City's Council Chambers. On March 13, 2018, the City Council reviewed various design options and construction cost estimates related to the proposed remodeling of the facility. Staff was directed to include a raised, reconfigured dais to provide better sightlines between Council and other committee members into the design. Audience seating will be rearranged to improve flow within the chambers. The ceiling and wall treatments of the chambers will be renovated to give a more modern feel to the space and LED lighting will be installed to brighten the room and decrease energy cost. In addition, the breezeway between City Hall and the Council Chambers will be enclosed to create an improved entrance to these two buildings. On April 4, 2018 SMA's agreement was amended for these additional services.

On April 24, 2018, Council approved a second amendment to SMA's agreement to include additional design and structural engineering activities related to installing the new ceiling, alterations to the breezeway and lighting modifications throughout the project.

On February 5, 2019, Council approved a third amendment to SMA's agreement to include additional design and structural engineering activities related to adjustments to existing concrete slabs in order to comply with ADA slope requirements; extended coordination with light, audiovisual and electrical consultants; modifications to the proposed breezeway entrance; enlargement of the Human Resource Department's conference room, including alteration of the lighting and HVAC systems; preparation of separate bid documents for audiovisual, seating and the structural remodel portions of the project; development of an additional cost estimate, plans, details and specifications and additional construction administration to provide consulting services through the duration of the project.

On September 10, 2019, Council approved a fourth amendment to SMA's agreement to provide additional design services that include the reconfiguration of the Human Resources, Finance, City Clerk, City Treasurer and City Attorney office spaces within City Hall. Lighting, electrical, communication and HVAC facilities will be adjusted as necessary to support the modifications. Various areas on the first floor of City Hall will receive added signage, new carpeting and fresh painting to blend with the renovated Council Chambers.

Staff is recommending amending SMA's agreement to provide additional design services that include renovating the stairwells within City Hall with non-slip flooring and new paint, upgrading the flooring throughout the public areas of City Hall, and completing the design of the new Fontana Fountain, including a new utility vault, and installing new plumbing, lighting and electrical controls. In addition, the existing fountain steps will be removed, new concrete paving with brick inlay will be installed, and other modifications to improve the aesthetics of the public gathering area adjacent to the fountain will be developed.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIFTH AMENDMENT TO THE DESIGN CONSULTANT SERVICES
AGREEMENT WITH SWATT MIERS ARCHITECTS FOR IMPROVEMENTS TO CITY
HALL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT
P.W. 247-P**

WHEREAS, on September 22, 2017, Swatt Miers Architects entered into a Design Consultant Services Agreement in the amount of \$49,200 to provide architectural design services for a minimal remodeling of the City's Council Chamber;

WHEREAS, on April 4, 2018, the City increased the compensation for Swatt Miers Architects in the amount of \$12,000 bringing the total compensation to an amount not to exceed \$61,200;

WHEREAS, on April 24, 2018, the City increased the compensation for Swatt Miers Architects in the amount of \$42,917.50 bringing the total compensation to an amount not to exceed \$104,117.50 and extended the term of the contract to December 31, 2018;

WHEREAS, on February 5, 2019, the City increased the compensation for Swatt Miers Architects in the amount of \$42,655.00 bringing the total compensation to an amount not to exceed \$146,772.50 and extended the term of the contract to December 31, 2019;

WHEREAS, on September 10, 2019, the City increased the compensation for Swatt Miers Architects in the amount of \$40,430.00 bringing the total compensation to an amount not to exceed \$187,202.50 and extended the term of the contract to June 30, 2020;

WHEREAS, the City has considered authorizing the City Manager to execute the fifth amendment to the Design Consultant Services Agreement with Swatt Miers Architects to provide additional design services that include renovating the stairwells within City Hall with non-slip flooring and new paint, upgrading the flooring throughout the public areas of City Hall and completing the design of the new Fontana Fountain in the amount of \$82,640 for a total contract amount of \$269,842.50; and

WHEREAS, the City has considered authorizing extending the term of the Design Consultant Services Agreement with Swatt Miers Architects to December 31, 2020.

AI

RESOLUTION NO. 2020/**

July 28, 2020

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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the fifth amendment to the Design Consultant Services Agreement with Swatt Miers Architects, which extends the term of the Design Consultant Services Agreement with Swatt Miers Architects to December 31, 2020 and increases the contract by \$82,640 for a total contract amount of \$269,842.50.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute the fifth amendment to the Design Consultant Services Agreement with Swatt Miers Architects in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

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

SUBJECT: Brackish Water Desalination Project, P.W. 694

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the California Department of Fish and Wildlife ("CDFW") Streambed Alteration Agreement ("Attachment B") and Incidental Take Permit for the Brackish Water Desalination Project ("Attachment C") and authorizing the City Manager to execute the CDFW agreement and permit.

FISCAL IMPACTS

The fiscal year 2020/2021 Capital Improvements Budget includes adequate funding through the Water Enterprise Fund for work related to the Project, including mitigation costs. The mitigation costs associated with these permits are estimated to be up to \$400,000 and are eligible for reimbursement under the Drinking Water State Revolving Fund Loan that is expected to be executed in the near future.

DISCUSSION

The Brackish Water Desalination Project ("Project") is being implemented to improve the City's water supply reliability and provide operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management. The Project will allow the City to use water from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant.

This project includes the construction of a brackish water desalination facility located within the fence line of the City's existing Water Treatment Plant ("WTP") with a capacity of 6 million gallons per day ("mgd"). The project also includes relocation and replacement of the City's existing San Joaquin River intake pump station with a new pump station including state of the art fish screens and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the City's WTP. In addition, the Project includes the construction of a 4.3 mile long brine disposal pipeline from the new desalination facility to the existing Delta Diablo Wastewater Treatment Plant (Delta Diablo) outfall to convey approximately 2 mgd of brine for discharge from Delta Diablo's existing wastewater outfall.

The Project includes in-water work at the San Joaquin River intake, pipeline stream crossings, reverse osmosis concentrate disposal, and future intake operations that have the potential to adversely affect existing fish and wildlife resources. In 2019, the City applied for a Streambed Alteration Agreement and Incidental Take Permit from CDFW to construct and operate the Project.

The CDFW has now completed its review and provided permit agreements ready for execution. These permits include terms and conditions intended to protect fish and wildlife resources during construction and operation. They include requirements for construction of the Project (e.g. seasonal work windows) which will be included in Project construction specifications. They also include the requirement to divert water using the new state of the art fish screen once it has been installed as part of the Project.

In addition to measures to minimize potential impacts to fish and wildlife, the permits contain a requirement to purchase compensatory mitigation to offset the impacts of the future operation and maintenance of the new intake. The City was planning on building the new fish screen, intake, and pump station with or without the brackish water plant as it has been in the Capital Improvement Program for five years.

The City must purchase 1.53 acres of shallow water habitat from a CDFW-approved mitigation bank prior to commencement of Project activities. Mitigation land costs are estimated to be \$175,000 to \$250,000/acre. This compensatory mitigation was based on requirements for other Delta diversions, taking into account the location and size of the City's intake. This one-time compensatory mitigation land purchase will satisfy the requirements of both permits.

ATTACHMENTS

- A. Resolution
- B. Streambed Alteration Agreement
- C. Incidental Take Permit

ATTACHMENT "A"
RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR A
STREAMBED ALTERATION AGREEMENT AND THE INCIDENTAL TAKE PERMIT
FOR THE BRACKISH WATER DESALINATION PROJECT AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE CDFW AGREEMENT AND PERMIT
P.W. 694**

WHEREAS, the City is striving to improve the water supply reliability and operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management, and to allow water usage from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant;

WHEREAS, the City desires to begin the construction of a brackish water desalination facility located within the fence line of the City's existing Water Treatment Plant ("WTP") with a capacity of 6 million gallons per day ("mgd") which includes relocation and replacement of the City's existing San Joaquin River intake pump station with a new pump station, including state of the art fish screens and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the City's WTP;

WHEREAS, the City desires to begin the construction of a 4.3 mile long brine disposal pipeline from the new desalination facility to the existing Delta Diablo Wastewater Treatment Plant ("Delta Diablo") outfall to convey approximately 2 mgd of brine for discharge from Delta Diablo's existing wastewater outfall;

WHEREAS, the City is seeking permits from the California Department of Fish and Wildlife ("CDFW") to allow the construction and operation of the Brackish Water Desalination Project ("Project");

WHEREAS, on July 10, 2020, the City received from CDFW Streambed Alteration Agreement Notification No. 1600-2019-0247-R3 ready for signature;

WHEREAS, on July 15, 2020, the City received from CDFW California Endangered Species Act Incidental Take Permit No. 2081-2019-045-R3 ready for signature; and

WHEREAS, the City Council has considered approving the CDFW Streambed Alteration Agreement ("Agreement") and Incidental Take Permit ("Permit") including mitigation costs of up to \$400,000.

RESOLUTION NO. 2020/**

July 28, 2020

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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the California Department of Fish and Wildlife Streambed Alteration Agreement ("Attachment B") and Incidental Take Permit for the Brackish Water Desalination Project ("Attachment C"), which include estimated mitigation costs of up to \$400,000.

BE IT FURTHER RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute the CDFW Agreement and Permit in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
2825 CORDELIA ROAD, STE. 100
FAIRFIELD, CA 94534



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2019-0247-R3
CITY OF ANTIOCH BRACKISH WATER DESALINATION PROJECT
SAN JOAQUIN RIVER, WEST ANTIOCH CREEK, AND LOS MEDANOS WASTEWAY
CONTRA COSTA COUNTY, CA

SCOTT BUENTING
CITY OF ANTIOCH
200 H STREET
ANTIOCH, CA 94509
SBUENTING@CI.ANTIOCH.CA.US

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of Antioch (Permittee), as represented by Scott Buenting.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on July 10, 2019 that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Project in accordance with the Agreement.

PROJECT LOCATION

The Project is located on the San Joaquin River, New York Slough, West Antioch Creek and Los Medanos Wasteway within the cities of Antioch and Pittsburg in Contra Costa County, State of California; United States Geological Survey 7.5 Minute Quad Map Antioch North, Township 2N, Range 2E, Section 18, ¼ Section SW (Exhibit A and Exhibit B).

PROJECT DESCRIPTION

The Project covered under this Agreement is limited to the following activities:
(1) Demolition of an existing diversion intake and pump station on the San Joaquin River;
(2) construction of a new diversion intake with fish screens and pump station at the same location; (3) construction of three pipeline stream under crossings by way of horizontal directional drilling for the 12-inch diameter brine discharge pipeline between the desalination plant and the Delta Diablo Wastewater Treatment Plant (WWTP) at Crossings

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Streambed Alteration Agreement
July 15, 2020
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3, 4 and 5 in Exhibit C; (4) construction of two pipeline stream under crossings by way of jack and bore for the 12-inch diameter brine discharge pipeline at Crossings 2 and 6 in Exhibit C; (5) ongoing operation of the water diversion; and (6) ongoing brine discharge from the WWTP outfall diffuser pipe in New York Slough.

Demolition and Reconstruction of the Intake and Pump Station

Demolition of the existing intake pump station will occur over a 12-month period. In-water work will occur either by underwater divers during August through October, or by coffer dam installation around the existing intake and support piers and dewatering of the coffer dam area. Cofferdam installation will occur during the in-water work window and work will continue inside the isolated area throughout the next year and the coffer dam will be removed during the following in-water work window. The existing pump will be removed through the roof of the existing building on the pier using a crane that will be stationed either onshore or on a barge. The new intake will be connected to the new pump station by two 42-inch diameter submerged pipelines extending approximately 135 feet into the river. Each of the pipelines will be equipped with a fish screen that meets the protective criteria of California Department of Fish and Wildlife and National Marine Fisheries Service. The new pump station will be located approximately 225 feet inland from shore within an existing parking lot. The pump station will house three 8 million gallon per day (mgd) pumps (two active and one standby) which would allow the pump station to continue operating at 16 mgd if one of the pumps is out of service for maintenance. The variable speed pumps will allow operations at a lower speed if needed, providing flexibility in operations. The pump station building will be designed to allow for sea level rise by the year 2100 without mechanical or electrical room flooding during high river flow coincident with the highest estimated tide. The new pump station would connect to and convey river water through the City's existing 30-inch-diameter raw water pipeline for most of the distance between the pump station and the WWTP.

Brine Disposal Pipeline Stream Crossings

Crossings 3, 4 and 5 - West Antioch Creek at L Street

Crossing 3 will be under a 6-foot by 3-foot concrete culvert in the intersection of L Street and Fitzuren Road. Crossing 4 will be under a 10-foot by 5-foot concrete culvert that crosses underneath L Street and the Highway 4 Interchange. Crossing 5 will be under two 10-foot by 8-foot concrete culverts underneath L Street. These three crossings all occur across L Street in a relatively short distance and the brine disposal pipeline alignment will go underneath all three structures in a single undercrossing that will be installed using a horizontal direction drilling (HDD) construction method. The HDD segment of the pipe will be approximately 984 feet long and installed approximately 30 feet below existing grade. The HDD alignment will be approximately 18 feet below the Crossing 3 culvert. The HDD alignment will be approximately 18 feet below the Crossing 4 culvert and 10 feet below the larger Crossing 5 culvert. The HDD alignment is approximately 70 feet away from the joint outlet location of the Crossing 4 and 5 structure.

Crossings 2– West Antioch Creek at Fitzuren Road

At Crossing 2 the pipe alignment will go under three 60-inch by 42-inch oval corrugated metal pipes using a jack-and-bore construction method. Jack-and-bore construction involves digging a jacking pit and receiving pit on either side of the crossing. A machine in the jacking pit then

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pushes a 24-inch steel casing pipe horizontally through the soil while an auger removes the material inside the casing pipe. The portion of the pipe alignment installed in this manner would be 110 feet long and located 12-14 deep. The jack-and-bore method proposed at this location will not require the use of drilling fluids.

Crossing 6 – West Antioch Creek at West 10th Street

The new pipeline will cross under four, seven-foot by 14 -foot concrete box culverts. This crossing will utilize a jack-and-bore construction technique similar to Crossing 2. This portion of the pipe alignment will be approximately five feet below the existing culvert structure and approximately 215 feet long. Several other utilities including a water and sewer main have been installed in a similar fashion at this crossing and would run parallel to the proposed pipeline. The jack-and-bore method proposed at this this under crossing will not require the use of drilling fluids.

Ongoing Diversion

The City's current water supply operations cease river diversions when salinity at the intake is above the City's salinity target. The timing of this varies by water year type. With the proposed Project, the City will continue to divert water from the river for conventional treatment until salinity increases and then it will begin using the brackish desalination facility. This will enable the new intake pump station to potentially operate year-round. When the desalination facility is operating, 8 mgd would be diverted to the desalination facility and the City would have the ability to divert up to an additional 8 mgd to the conventional WTP or municipal reservoir to be used for blending depending on demands and water quality.

The desalination facility will operate at an overall recovery rate of approximately 75 percent. Approximately 8 mgd of river water would be needed to produce 6 mgd of desalinated product water. When operated, the desalination facility would operate at its full capacity. Intermittent or partial operation of desalination facilities is typically not advised and a minimum of 2 mgd flow is needed for operations. Steady flow velocity through the membranes at its rated capacity prevents the buildup of precipitates on the membranes which can reduce treatment efficiency and capacity of the system. The desalination plant will be used to produce between roughly 2,600 – 5,500-acre feet per year (AFY) depending on water year type.

Ongoing Brine Discharge

The desalination process would generate approximately 2 mgd of brine. Brine from the desalination system will be conveyed through an approximately 4.3-mile long, 12-inch-diameter dedicated pipeline from the desalination facility to the existing Delta Diablo WWTP. The brine disposal pipeline will be constructed of high-density polyethylene (HDPE) or polyvinyl chloride (PVC) and would connect to the WWTP effluent channel at the north end of the plant. The brine would then be mixed with treated wastewater from the WWTP prior to discharge through the existing WWTP outfall in New York Slough.

The WWTP outfall pipeline ends approximately 500 feet offshore and is at an elevation depth of 26 feet. The diffuser port diameter is approximately 42 inches, with 50 3-inch diameter ports spaced 8 feet apart in alternating directions. No construction or modifications to the Delta Diablo WWTP outfall will be required.

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 Streambed Alteration Agreement
 July 15, 2020
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The following activities are not authorized under this Agreement: take of any species listed under the California Endangered Species Act; modification or removal of trees or aquatic vegetation; installation of non-biodegradable filter fabric, and; use of grout or other cementitious materials in wetted portions of rivers or streams, with the exception of within the cofferdam with secondary containment casing, that fully isolates the concrete pour work area from the surrounding waterway.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

Affected Natural Resources	Status ¹
Invertebrates	
Lange's metalmark butterfly (<i>Apodemia mormo langei</i>)	FE
Conservancy fairy shrimp (<i>Branchinecta conservation</i>)	FE
Longhorn fairy shrimp (<i>Branchinecta longiantenna</i>)	FE
Vernal pool fairy shrimp (<i>Branchinecta lynchi</i>)	FT
Vernal pool tadpole shrimp (<i>Lepidurus packardii</i>)	FE
Fish	
Pacific Lamprey (<i>Entosphenus tridentatus</i>)	SSC
River Lamprey (<i>Lampetra ayresii</i>)	SSC
North American Green Sturgeon (<i>Acipenser medirostris</i>)	FT, SSC
Central Valley Fall-/Late Fall Run Chinook Salmon (<i>Oncorhynchus tshawytscha</i>)	SSC, SC, EFH
Central Valley Spring-Run Chinook Salmon (<i>Oncorhynchus tshawytscha</i>)	ST, FT, EFH
Sacramento River Winter Run Chinook Salmon (<i>Oncorhynchus tshawytscha</i>)	SE, FE, EFH
Central Valley Steelhead (<i>Oncorhynchus mykiss irideus</i>)	FT
Delta Smelt (<i>Hypomesus transpacificus</i>)	SE, FT

¹ FE = Listed as Endangered by the Federal Government

FT = Listed as Threatened by the Federal Government

FC = Candidate for Federal Listing

CE = Listed as Endangered by the State of California

CT = Listed as Threatened by the State of California

CR = Listed as Rare by the State of California

3511 = Fully Protected Species

* = Special Animals

CSC = California Species of Special Concern

Rank 1B.1 = Plants rare, threatened, or endangered in California and elsewhere. Seriously endangered in California.

Rank 1B.2 = Plants rare, threatened, or endangered in California and elsewhere. Fairly endangered in California.

Rank 2B.1 = Plants rare, threatened, or endangered in California, but more common elsewhere. Seriously endangered in California

Rank 2B.2 = Plants rare, threatened, or endangered in California, but more common elsewhere. Fairly endangered in California

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 Streambed Alteration Agreement
 July 15, 2020
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Affected Natural Resources	Status ¹
Longfin Smelt (<i>Spirinchus thaleichthys</i>)	ST
Northern Anchovy	EFH
Pacific Sardine	EFH
Starry Flounder	EFH
Amphibians	
California tiger salamander (<i>Ambystoma californiense</i>)	FT, CT, WL
California red-legged frog (<i>Rana draytonii</i>)	FT, SSC
Reptiles	
Giant gartersnake (<i>Thamnophis gigas</i>)	FT, CT
Western pond turtle (<i>Actinemys marmorata</i>)	SSC
Northern California legless lizard (<i>Anniella pulchra</i>)	SSC
California glossy snake (<i>Arizona elegans occidentalis</i>)	SSC
San Joaquin coachwhip (<i>Masticophis flagellum ruddocki</i>)	SSC
Coast horned lizard (<i>Phrynosoma blainvillii</i>)	SSC
Birds	
Swainson's hawk (<i>Buteo swainsoni</i>)	CT, BCC
California black rail (<i>Laterallus jamaicensis coturniculus</i>)	CT, FP, BCC
Ridgway's rail (<i>Rallus obsoletus obsoletus</i>)	FE, CE, FP
Bank swallow (<i>Riparia riparia</i>)	CT
California least tern (<i>Sterna antillarum browni</i>)	FE, CE, FP
Short-eared owl (<i>Asio flammeus</i>)	SSC
Cooper's hawk (<i>Accipiter cooperii</i>)	WL
Tricolored blackbird (<i>Agelaius tricolor</i>)	CE, BCC
Grasshopper sparrow (<i>Ammodramus savannarum</i>)	SSC
Golden eagle (<i>Aquila chrysaetos</i>)	FP, BCC
Burrowing owl (<i>Athene cunicularia</i>)	SSC, BCC
Ferruginous hawk (<i>Buteo regalis</i>)	BCC
Northern harrier (<i>Circus cyaneus</i>)	SSC

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Affected Natural Resources	Status ¹
Yellow rail (<i>Coturnicops noveboracensis</i>)	SSC, BCC
White-tailed kite (<i>Elanus leucurus</i>)	FP
California horned lark (<i>Eremophila alpestris actia</i>)	WL
Prairie falcon (<i>Falco mexicanus</i>)	WL/BCC
American peregrine falcon (<i>Falco peregrinus anatum</i>)	FP/BCC
Loggerhead shrike (<i>Lanius ludovicianus</i>)	SSC, BCC
Suisun song sparrow (<i>Melospiza melodia maxillaris</i>)	SCC
Song sparrow "Modesto" population (<i>Melospiza melodia</i>)	SCC
Salt marsh common yellowthroat (<i>Geothlypis trichas sinuosa</i>)	SSC, BCC
Mammals	
Pallid bat (<i>Antrozous pallidus</i>)	SSC
Townsend's big-eared bat (<i>Corynorhinus townsendii</i>)	SSC
Western red bat (<i>Lasiurus blossevillii</i>)	SSC
Hoary bat	SSC
San Francisco dusky-footed woodrat (<i>Neotoma fuscipes annectens</i>)	SSC
Marine mammals	
Plants	
Antioch Dunes evening primrose (<i>Oenothera deltoides</i> ssp. <i>howellii</i>)	FE, CE, 1B.1
Keck's checkerbloom (<i>Sidalcea keckii</i>)	FE, 1B.1
Alkali milk-vetch (<i>Astragalus tener</i> var. <i>tener</i>)	1B.2
Heartscale (<i>Atriplex cordulata</i> var. <i>cordulata</i>)	1B.2
Brittlescale (<i>Atriplex depressa</i>)	1B.2
Big tarplant (<i>Blepharizonia plumose</i>)	1B.1
Round-leaved filaree (<i>California macrophylla</i>)	1B.2
Mt. Diablo fairy-lantern (<i>Calochortus pulchellus</i>)	1B.2
Congdon's tarplant (<i>Centromadia parryi</i> ssp. <i>congdonii</i>)	1B.1
Bolander's water-hemlock (<i>Cicuta maculata</i> var. <i>bolanderi</i>)	2B.1
Recurved larkspur (<i>Delphinium recurvatum</i>)	1B.2

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Affected Natural Resources	Status ¹
Dwarf downingia (<i>Downingia pusilla</i>)	2B.2
Jepson's coyote thistle (<i>Eryngium jepsonii</i>)	1B.2
Spiny-sepaled button-celery (<i>Eryngium spinosepalum</i>)	1B.2
Diamond-petaled California poppy (<i>Eschscholzia rhombipetala</i>)	1B.1
San Joaquin spearscale (<i>Extriplex joaquinana</i>)	1B.2
Fragrant fritillary (<i>Fritillaria liliacea</i>)	1B.2
Diablo helianthella (<i>Helianthella castanea</i>)	1B.2
Woolly rose-mallow (<i>Hibiscus lasiocarpus</i> var. <i>occidentalis</i>)	1B.2
Carquinez goldenbush (<i>Isocoma argute</i>)	1B.1
Delta tule pea (<i>Lathyrus jepsonii</i> var. <i>jepsonii</i>)	1B.2
Mason's lilaeopsis (<i>Lilaeopsis masonii</i>)	CR, 1B.1
Delta mudwort (<i>Limosella australis</i>)	2B.1
Showy golden madia (<i>Madia radiata</i>)	1B.1
Eel-grass pondweed (<i>Potamogeton zosteriformis</i>)	2B.2
Sanford's arrowhead (<i>Sagittaria sanfordii</i>)	1B.2
Slender-leaved pondweed (<i>Stuckenia filiformis</i> ssp. <i>alpina</i>)	2B.2
Suisun Marsh aster (<i>Symphyotrichum lentum</i>)	1B.2
Natural Resources (General)	
In-stream water quality	
Benthic macroinvertebrate communities	
Stream beds and banks	
Nesting birds	
California native fish	

The adverse effects the Project could have on the fish or wildlife resources identified above without implementation of the Measures to Protect Fish and Wildlife Resources specified below, include:

- Entrainment, impingement and subsequent mortality of larval and/or juvenile Delta and Longfin Smelt;
- Entrainment, impingement and subsequent mortality of other aquatic organisms in

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- water diversion facilities;
- Mortality of, or injury to fish from dewatering activities;
- Displacement and/or take of special status plant and animal species;
- Reduction in water quality (increased salinity or inadvertent return from HDD);
- Reduction in quality of aquatic habitat for fish and wildlife;
- Disruption to nesting birds;
- Harassment of fish and wildlife;
- Special status plant mortalities;
- Permanent loss of approximately 0.008 acres of shallow water habitat from concrete pad construction.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement and Permittee shall make available the necessary safety equipment for CDFW staff to enter the site.
- 1.5 Access to Property Not Owned by Permittee. This Agreement does not grant the Permittee authority to enter, use, or otherwise encroach upon on the property rights of individuals or organizations not party to this Agreement. Permittee shall obtain written authorization from outside parties, in accordance with applicable laws, if access to property not owned by Permittee is necessary.
- 1.6 Unauthorized Take. This Agreement does not authorize the take of any State or federal endangered or threatened species. Liability for any take or incidental take of such listed species remains the responsibility of Permittee for the duration of the Project. Any unauthorized take of such listed species may result in prosecution and nullification of the Agreement.

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- 1.7 Qualified Biologist, Biological Monitor and Construction Monitor. A Qualified Biologist is defined under this Agreement as an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for each species that may be present within the Project area. Under this Agreement, a Biological Monitor is an individual experienced with construction level Biological Monitoring and who is able to recognize species in the Project area and who is familiar with the habits and behavior of those species. Biological monitors shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this Project. A Construction Monitor under this Agreement is an individual trained by the Qualified Biologist to identify special-status species, which may be in the area, their general behavior, how they may be encountered in the work area, and procedures to follow when they are encountered and approved by CDFW. Within a minimum of seven (7) days prior to initiating fish and wildlife surveys within the Project area, Permittee shall submit the names and resumes of all biologists, biological monitors and construction monitors involved in conducting survey and/or monitoring work to CDFW for review and written approval.
- 1.8 Notification of Project Commencement/Completion. Permittee shall notify CDFW Bay Delta Region in writing, at least five (5) calendar days prior to initiation of Project activities and at least five (5) calendar days post completion of Project activities. Initial notification shall include the name(s) and contact information of the person(s) overseeing the Project site as well as a Project schedule that includes the start date and estimated end date, weekly workdays, and hours of operation. Notification shall be emailed to melissa.farinha@wildlife.ca.gov with the Notification number in the subject line.
- 1.9 Frac-out or Inadvertent Return Monitoring and Contingency Plan. At least 14-days prior to commencing project activities related to construction of the brine discharge pipeline, Permittee shall submit a Frac-out Monitoring and Contingency Plan to CDFW. Any comments brought up by CDFW shall be addressed prior to CDFW's acceptance of the plan. Written acceptance by CDFW is required prior to commencement of boring or pipe installation under watercourses.
- 1.10 Emergency Spill Contingency Plan Required. Permittee shall submit for acceptance an emergency spill response plan to CDFW prior to commencement of construction. The plan shall identify the location of containment and abatement materials on site, the actions which shall be taken in the event of a spill of hazardous or other material harmful to aquatic or plant life, the emergency materials which shall be kept at the Project Area to allow the rapid containment and clean-up of any spilled material, and the notification and cleanup procedures to be followed by Permittee in the event of a spill.
- 1.11 Acceptance of Outstanding Fish Screen Design Evaluation Requirements. Prior to screen fabrication, Permittee shall submit:
 - 1.11.1 Shop fabrication drawings with design details.
 - 1.11.2 Preliminary operation and maintenance plan which includes preventive and corrective maintenance procedures, inspection and reporting requirements,

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maintenance logs, etc.

- 1.11.3 Post-construction evaluation and monitoring plan with allocated money in the construction budget to make need corrections to bring the fish screen within operational compliance.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

Construction Measures

- 2.1. Conduct Project Activities and Construct Project According to Accepted Plans. Permittee and their consultants, contractors, and subcontractors shall adhere to and implement CDFW-accepted or approved plans and project designs (see Measures 1.9, 1.10, and 1.11).
- 2.2. Seasonal Work Restrictions on Covered Activities. All project-related in-stream work, excluding dewatered areas, shall be limited to the period between August 1 to November 30. Use of vibratory and impact (as necessary) drivers is restricted to the period between August 1 to November 30. HDD activities shall be limited to the period between June 15 through October 15. Covered activities in dewatered areas shall be done in a manner so that any hazardous substances or equipment and loose construction materials that could be washed away in an overtopping event can be removed within a 72-hours outside of period from October 15th to May 15th period. For purposes of this measure, in-stream work does not include equipment mobilization, materials transport, and cofferdam maintenance, dewatering, discharge or leak inspection.
- 2.3. Weather Work Restriction. The Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the Project Area. If 0.10 inches or more rain is predicted in the 24-hour forecast, no ground-disturbing activities shall occur on the Project site on the day the rain is predicted to occur. Unless otherwise authorized by CDFW, no work shall occur until 24 hours after rain has ceased.
- 2.4. Time of Day Work Restriction. Permittee shall terminate all Covered Activities 30 minutes before sunset and shall not resume Covered Activities until 30 minutes after sunrise unless otherwise authorized in writing by CDFW. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for the geographic area where the project is located.
- 2.5. On-Site Specialist. Permittee shall have on site a person professionally trained in spill containment/clean up to implement spill control devices in the event a spill occurs.
- 2.6. Spill of Material Deleterious to Fish and Wildlife. In the event of a hazardous materials spill into a stream (e.g., concrete), Permittee shall immediately notify the California Office of Emergency Services State Warning Center by calling (800) 852-7550 and immediately provide written notification to CDFW by email at melissa.farinha@wildlife.ca.gov. Permittee shall take all reasonable measures to document the extent of the impacts and affected areas including photographic

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documentation of affected areas, injured fish and wildlife. If dead fish or wildlife are found in the affected area, Permittee shall collect carcasses and immediately deliver them to CDFW. Permittee shall meet with CDFW within ten days of the reported spill in order to develop a resolution including: site clean-up, site remediation and compensatory mitigation for the harm caused to fish, wildlife and the habitats on which they depend as a result of the spill. The Permittee shall be responsible for all spill clean-up, site remediation and compensatory mitigation costs. Spill of materials to waters of the state that are deleterious to fish and wildlife are in violation of Fish and Game Code Section 5650 et. seq. and are subject to civil penalties for each person responsible. CDFW reserves the right to refer the matter to the District Attorney's Office if a resolution cannot be agreed upon and achieved within a specified timeframe, generally six months from the date of the incident.

- 2.7. Wet or Uncured Concrete within a non-dewatered Cofferdam. Permittee shall not allow wet or uncured concrete to enter into rivers or stream at any time. This Measure applies to "cofferdams" that have not been completely dewatered, with the exception of within the cofferdam with secondary containment casing, that fully isolates the concrete being poured from the surrounding waterway. If wet or uncured concrete is placed within non-dewatered cofferdam with secondary containment, water within the cofferdam will not be released into and/or allowed to intermingle with San Joaquin River without water quality testing to demonstrate that pH levels and dissolved oxygen concentrations are within acceptable range, consistent with background conditions (pH between 6 and 8 [pH units]; dissolved oxygen greater than 6 mg/L). If water quality within cofferdam exceeds these ranges, water will be pumped and treated and/or disposed of consistent with federal, State, and/or local regulations.
- 2.8. Seasonal Work Period. Construction activities within a lake or stream and associated wetlands and riparian corridors shall be conducted after August and before November 30. If Permittee needs more time to complete Project activities, work may be authorized outside of the work period and extended on a week-by-week basis by CDFW representative, Melissa Farinha, or if unavailable, through contact with the CDFW Bay Delta Regional Office by mail or phone (707-428-2002). Authorization shall be in the form of written communication. If Permittee requests a work period variance, Permittee shall submit such a request in writing to the CDFW Bay Delta Office. The request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance shall be issued at the discretion of CDFW. CDFW reserves the right to require additional measures to protect biological resources as a condition for granting the variance. CDFW shall have 10 business days to review the proposed work period variance.
- 2.9. Cofferdam Work Area. Precipitation forecasts and potential increases of river flow (i.e., San Joaquin River) shall be considered when planning construction activities within the cofferdam work area to avoid the potential for the release of materials or equipment into the river. Prior to departing the cofferdam work area each day, Contractor shall remove all non-fixed equipment and/or materials (not including pumps used for dewatering, as necessary) from the cofferdam work area and place in secured area.

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- 2.10. Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed.
- 2.11. No Equipment in Channel. With the exception of river barge, work vessels, and ancillary equipment for work in the San Joaquin River, no equipment shall be operated from within a flowing stream (including flowing or ponded water) at any time.
- 2.12. Hollow Open-ended Posts or Pipes. No exposed hollow open-ended posts or pipes in a vertical, skyward orientation shall be installed as part of the Project or stored/staged on the Project site. All pipes or posts on the Project site during construction that are exposed to the environment shall be capped, screened or filled with material by Permittee.
- 2.13. Posts with Exposed Perforations. Any post with exposed perforations installed on the Project site and exposed to the environment shall have the holes permanently filled within the top six inches of the post upon installation by Permittee.
- 2.14. No Monofilament Netting. Permittee shall not use erosion control materials containing plastic monofilament netting (erosion control matting) or similar material containing netting within the Project area due to documented evidence of amphibians and reptiles becoming entangled or trapped in such material. Acceptable substitutes include coconut coir matting or tackified hydroseeding compounds.
- 2.15. No New Project Phase without Erosion Control. No phase of the Project may be started if that phase and its associated erosion control measures cannot be completed prior to the onset of a storm event if that construction phase may cause the introduction of sediments into the stream. Erosion control measures shall be inspected frequently to minimize failure and conduct any necessary repairs. All non-structural related and non-biodegradable erosion control measures shall be removed from the Project area upon cessation of construction activities.
- 2.16. Stabilize Exposed Areas. Permittee shall stabilize all exposed/disturbed areas within the Project site to the greatest extent possible to reduce erosion potential, both during and following construction. Erosion control measures, such as, silt fences, straw hay bales, gravel, or rock-lined ditches, water check bars, and broadcasted straw shall be used wherever silt-laden water has the potential to leave the work site and enter State waters. Erosion control measures shall be monitored during and after each storm event. Modifications, repairs, and improvements to erosion control measures shall be made whenever they are needed.
- 2.17. Staging and Storage Areas. Construction equipment, building materials, fuels, lubricants, and solvents shall not be stockpiled or stored where they may be washed into State waters or where they will cover aquatic or riparian vegetation.
- 2.18. Equipment over Drip Pans. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream and riparian areas shall be positioned over drip-pans.
- 2.19. Check Equipment for Leaks. Any equipment or vehicles driven and/or operated

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adjacent to the stream and riparian corridor shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life, wildlife or riparian habitat. Vehicles shall be moved away from the stream prior to refueling and lubrication.

- 2.20. Hazardous Materials. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into State waters or their tributaries shall be contained in watertight containers or removed from the Project site.
- 2.21. Imported Materials. Permittee shall not import, take from or move any rock, gravel, and/or other materials within the San Joaquin River, its streambeds or banks except as otherwise addressed in this Agreement.
- 2.22. Debris and Waste Disposal. Permittee shall not dump any litter or construction debris within the Project area. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site. Upon completion of operations and/or onset of wet weather, all construction material and/or debris shall be removed from the Project work site to an area not subject to inundation. All removed vegetation and debris shall be disposed of according to State and local laws and ordinances.
- 2.23. Spoils. Permittee shall not place spoil where it could enter State waters or other sensitive habitat, such as riparian, or place over vegetation except as specifically noticed to and accepted by CDFW, in writing. Spoil shall be hauled offsite or stockpiled in an upland location where it shall be covered with plastic sheeting or visquine whenever it is evident that rainy conditions threaten to erode loose soils into sensitive habitats.
- 2.24. Vegetation Disturbance. No disturbance or removal of vegetation, other than that specified in the Project description shall occur because of Project activities. Vegetation outside the construction corridor shall not be removed or damaged without prior consultation and approval of CDFW. Vegetation may be disturbed only as specified in this measure.

Dewatering

- 2.25. Cofferdam Installation and Removal. The Qualified Biologist and a Fisheries Biologist approved by CDFW (can be the same person) shall direct the installation, removal and dewatering efforts of all cofferdam structures. A Fisheries Biologist is defined under this Agreement as someone that has a 4-year degree in fish biology or closely related field, has at least 2-years of experience in the handling of at least one of the special status fish species that may be on site, is in possession of appropriate State and Federal permits to handle the Covered Species, and has been provided written authorization from CDFW to act as a Fisheries Biologist under this Agreement. The cofferdam installation shall be limited to the period between August 1 and November 30. During the period of active dewatering, the CDFW-approved Fisheries Biologist shall check daily for stranded aquatic life as the water level in the dewatering area drops and until active dewatering ceases. All stranded aquatic life in the dewatered areas shall be immediately relocated to habitat outside of harm's way. Cofferdams shall remain in place and functional during Covered Activities. Cofferdams that fail for any reason shall

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be repaired immediately. All materials used in cofferdam construction shall be removed from the project site once the coffer dams are no longer needed.

- 2.26. Daily Cofferdam Checks. The Qualified Biologist, Fisheries Biologist, or Biological Monitor shall check daily for stranded aquatic life in the dewatered areas prior to commencement of project activities each morning. If any fish is found within the dewatered area, then the biologist or monitor shall immediately stop work until the fish can be identified to species and relocated outside of harm's way by the Fisheries Biologist. Capture methods may include fish landing nets, dip nets, buckets and by hand.
- 2.27. Cofferdams and Work Area Seepage. If the area within a cofferdam requires periodic pumping of seepage, pumping will occur under direct supervision of qualified fisheries biologist approved by CDFW. Pumps will be located on barges adjacent to the areas being dewatered. Any turbid water pumped from dewatered areas will be discharged into an area protected by a turbidity curtain to prevent suspended sediment from being transported upstream or downstream. Alternatively, Permittee may place pumps in upland flat areas, away from the stream channel. Pumps placed in uplands shall be secured by tying off to a tree or staked in place to prevent movement by vibration. Pump intakes shall be fitted with fish screens meeting CDFW criteria to prevent entrainment or impingement of fish. CDFW fish screen criteria can be found online in Appendix S of the California Salmonid Stream Habitat Restoration Manual. Pump intakes shall be periodically checked for impingement of fish or amphibians that shall be relocated according to the approved measures outlined for each species below. Any turbid water pumped from the work site itself to maintain it in a dewatered state shall be disposed of in an upland location where it will not drain directly into any stream channel.
- 2.28. Fish Relocation Plan. A plan to relocate fishes and other sensitive aquatic organisms from the de-watering associated with the coffer dam must be developed by the Permittee and approved in writing by CDFW prior to initiation of project activities. An electronic copy of the draft plan shall be transmitted via email to melissa.farinha@wildlife.ca.gov two weeks prior to expectation of feedback.

Diversion

- 2.29. Maximum Diversion Rate from the San Joaquin River. Instantaneous rate of diversion from the new intakes shall not exceed 11,111 gallons per minute at any time and shall be limited to the minimum magnitude and duration to meet water demands.
- 2.30. No Diversion without Fish Screens. Permittee shall not divert water at any time without the CDFW-approved fish screen installed and fully operational.
- 2.31. Implement Fish Screen Operations and Evaluation Plans. Permittee shall implement the operation and maintenance plan and the post-construction evaluation plan according to the plans as approved by CDFW (see Measure 1.11).

Biological Measures

- 2.32. Training Session for Personnel. Prior to any Project construction work, the Qualified

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Biologist shall provide a training session for all work personnel to identify special-status species that may be in the area, their general behavior, how they may be encountered in the work area, and procedures to follow when they are encountered. Interpretation shall be provided for non-English speaking workers. Any personnel joining the work crew later shall receive the same training before beginning work. Following the training, all participants shall sign an attendance sheet and this sheet shall be kept on site and made available upon request.

- 2.33. Preconstruction Swainson's Hawk Survey and Avoidance. If Project activities will occur during the bird nesting season (February 15 through September 1) then the Qualified Biologist shall conduct pre-construction nesting survey for Swainson's hawk within a ¼-mile radius of the Project site. Surveys shall follow the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (2000), available online here: <https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>. No Project activities shall occur within ¼ mile of a nest occupied by Swainson's hawks.
- 2.34. Preconstruction Bird Nest Surveys. If equipment staging, site preparation, grading, excavation or other project-related construction activities are scheduled during the nesting season (February 15 through September 15) of protected raptors and other avian species, a focused survey for active nests of such birds shall be conducted by a Qualified Biologist within 15 days prior to the beginning of project-related activities at each project site. Surveys shall be conducted in all suitable habitat located at project work sites, in staging, storage, and soil stockpile areas, and along transportation routes. The minimum survey radii surrounding the work area shall be the following: i) 250 feet for passerines; ii) 500 feet for small raptors such as accipiters; iii) 1,000 feet for larger raptors such as buteos. Surveys shall be conducted at the appropriate times of day, and during appropriate nesting times and shall concentrate on areas of suitable habitat. If a lapse in project-related activities of 15 days or longer occurs at any of the project sites then another focused survey, and if required, consultation with CDFW shall be required before Project activities can be reinitiated. If an active nest is found, Permittee shall consult with CDFW regarding appropriate action to comply with the Fish and Game Code. CDFW reserves the right to provide additional provisions to this Agreement designed to protect nesting birds.
- 2.35. Active Bird Nest Buffers. If an active nest is found during surveys, the active nest site shall be designated as "Ecologically Sensitive Areas" (ESA) and protected (while occupied) during Project construction with the establishment of a fence barrier surrounding the nest site. CDFW recommends that the minimum distances of the protective buffers surrounding each identified nest site be the following: i) 1,000 feet for other large raptors such as buteos; ii) 500 feet for small raptors such as accipiters; iii) 250 feet for passerines. Buffers under these recommended minimums shall first be submitted to CDFW for written concurrence prior to project activities taking place at each project site. A Qualified Biologist shall monitor the behavior of the birds (adults and young, when present) at the nest site to ensure that they are not disturbed by project-related activities. Nest monitoring shall continue during project-related construction work until the young have fully fledged, are no longer being fed by the parents, and have left the nest site, as determined by a Qualified Biologist.

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- 2.36. Special-Status Fish and Wildlife Surveys. Within 48 hours prior to each stage of the project, a Qualified Biologist shall survey the Project site at the appropriate time of day for presence of special-status fish and wildlife species that may be present. Only a Qualified Biologist with the necessary agency permits and/or approvals may handle any State Species of Special Concern. This Agreement does not authorize the take or disturbance of any species listed under the CESA. All wildlife species encountered during surveys shall be recorded. CDFW reserves the right to provide additional provisions to this Agreement designed to protect special-status species.
- 2.37. Wildlife Inspection Prior to Construction Activities Each Day. The Qualified Biologist and Biological Monitor shall inspect the work area and areas adjacent to the work area that will support motorized equipment prior to mobilization into the work site each day. If the monitor determines the work site does not support sensitive species, equipment may be moved onto the site under the observation of the monitor.
- 2.38. Marine Mammal Protection. The Qualified Biologist or Biological Monitor shall be on-site during project sheet and pile driving activities in or near the San Joaquin River and shall maintain a 1,600-foot in-water buffer zone for marine mammal protection. All in-water project sheet and pile driving activities shall cease when a marine mammal enters the 1,600-foot buffer zone established around the project site and resume only after the animal has been gone from the area for a minimum of 15 minutes. The Qualified Biologist or Biological Monitor shall identify monitoring vantage points which allow full visibility to scan the buffer zone using binoculars.
- 2.39. Disinfect Equipment Prior to Entry into Watercourses. To prevent spread of invasive aquatics and diseases, equipment to be used in watercourses including, but not limited to, boots, waders, hand tools and nets must be decontaminated with a minimum 5 percent chlorine solution for 2 minutes prior to entry into a watercourse. In addition, if a piece of equipment has been exposed or is suspected to have been exposed to areas harboring New Zealand mud snails then that equipment must be dried out for two weeks, frozen for 48 hours, or placed in 55 degrees Celsius water for 5 minutes.
- 2.40. Harassment of Animals. No Project personnel or motorized equipment shall harass, herd, or drive any bird or mammal. Harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding or sheltering. Project personnel and equipment shall not cause displacement of waterbirds into roadways or open areas without cover from aerial predators. CDFW reserves the right to provide additional measures that shall be made part of this Agreement.
- 2.41. On-site Qualified Biologist, Biological Monitor or Construction Monitor with Stop Work Authorization. Permittee shall have the CDFW-approved Qualified Biologist or Biological Monitor onsite daily during Project activity to minimize impacts to plant, fish, and wildlife habitat. Qualified Biologists and Biological Monitors shall be authorized to stop construction if necessary, to protect fish and wildlife resources. If there is a threat of harm to any sensitive species, or other wildlife, the Qualified Biologist or Biological Monitor shall halt project activities that may harm the animal until the animal is out harm's way before re-commencing those activities

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3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1. Compensatory Mitigation. To offset the impacts of the new concrete pad and associated infrastructure required for the project, Permittee shall purchase 0.02 acres of shallow water habitat (estimated to be \$175,000 per acre of credit) and 0.02 acres of floodplain mosaic habitat credits (estimated to be \$150,000 per acre of credit) from a CDFW-approved Mitigation Bank. To offset the impacts of ongoing operations and maintenance of diversion structures, Permittee shall purchase 1.53 acres of shallow water habitat. Permittee shall either complete the purchase of credits with written concurrence from CDFW and provide receipt of purchase prior to commencement of project activities or until a security for \$274,250, approved in form by CDFW in writing, is fully funded for CDFW to carry out any unmet compensatory mitigation obligations in the event Permittee fails to complete their compensatory mitigation requirements as specified in this Measure.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Preconstruction Wildlife Survey(s). Results from wildlife survey(s) shall be sent to CDFW within 10 days of completion of each required survey.
- 4.2 Capture and Relocation. A report of capture and relocation activities associated with the coffer dam and construction activities shall be provided to CDFW within 5 days after initial coffer dam dewatering and within 5 days of any fish and wildlife relocations. The report shall include: species encountered, capture methods; methods used for handling; stress minimization; equipment cleaning and disinfection; sizes of holding facilities; descriptions of relocation sites; and all instances of mortality and injury.
- 4.3 Monthly Monitoring and Compliance Reports. The Qualified Biologist shall submit a monthly report electronically to CDFW that includes the following items:
- 1) Notification number;
 - 2) Begin and end times of daily worksite monitoring;
 - 3) Begin and end times of all activities associated with the project;
 - 4) Survey results;
 - 5) A summarized description of whether compliance for all avoidance and minimization measures has been met;
 - 6) Recommendations to achieve compliance of any avoidance and minimization measures that have not been met;
 - 7) Fish and wildlife species (and their sign) observed during monitoring;
 - 8) Any instances of capture and relocation of fish and wildlife;
 - 9) Any avoidance behaviors of fish and wildlife, and;
 - 10) Photo documentation of site conditions.

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- 4.4 Final Construction Report. A final construction report shall be submitted to CDFW within 30 calendar days of the date of completion of all project construction-related activity. This report shall detail dates construction occurred, pertinent information concerning the success of the project in meeting avoidance and minimization measures, mitigation measures, conservation measures, detailed summaries of any deceased wildlife discovered at the site, and/or any detailed summaries required in the measures of this Agreement. An explanation of failure to meet such measures as specified in this Agreement shall also be included, if applicable. The report shall also include the as-built for the new intakes and fish screens.
- 4.5 Annual Fish Screen Maintenance and Effectiveness Monitoring. Permittee shall submit an annual report by December 31 in each year for the term of this Agreement. The report shall include all monitoring elements identified in the CDFW approved plans required under Measure 1.11.1 and Measure 1.11.2.
- 4.6 Notification to the California Natural Diversity Database (CNDDDB). If any listed, rare, or special status species are detected during Project surveys or on or around the Project site during Project activities, Permittee shall submit CNDDDB Field Survey Forms to CDFW in the manner described at the CNDDDB website (<http://www.dfg.ca.gov/biogeodata/cnddb/>) within 30 days of the sightings. Copies of such submittals shall also be submitted to the CDFW regional office as specified below.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Scott Buenting
City of Antioch
200 H Street
Antioch, CA 94509
Telephone: (916) 779-6129
SBuenting@ci.antioch.ca.us

To CDFW:

California Department of Fish and Wildlife
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Telephone (707) 428-2002
Fax (707) 428-2036
Attn: Lake and Streambed Alteration Program – Melissa Farinha
Notification #1600-2019-0247-R3
melissa.farinha@wildlife.ca.gov

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LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the Project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

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AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on December 31, 2029 unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall

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remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

- A. Figure 9. City of Antioch Water System, authored by ESA, 2019.
- B. Figure 8-1. Hydrography Overview, authored by ESA, 2019.
- C. Figure 8-2. Hydrography (detail #1), authored by ESA, 2019.

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

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AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR CITY OF ANTIOCH

Scott Buenting

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

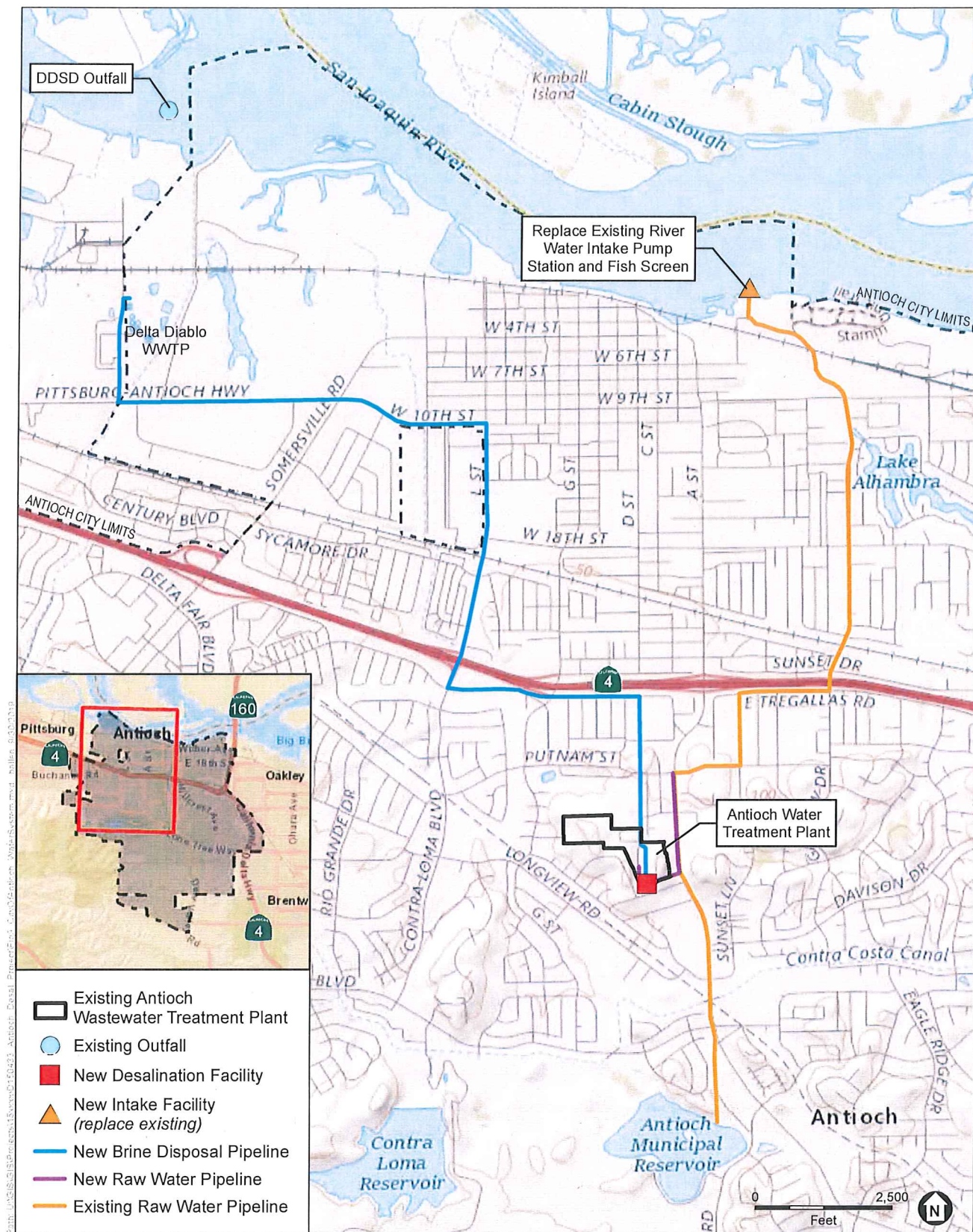
James Starr
Environmental Program Manager

Date

Prepared by: Melissa Farinha
Senior Environmental Scientist (Supervisory)

Date of Draft Issuance: June 1, 2020
Date of First Revision Draft Issuance: July 2, 2020

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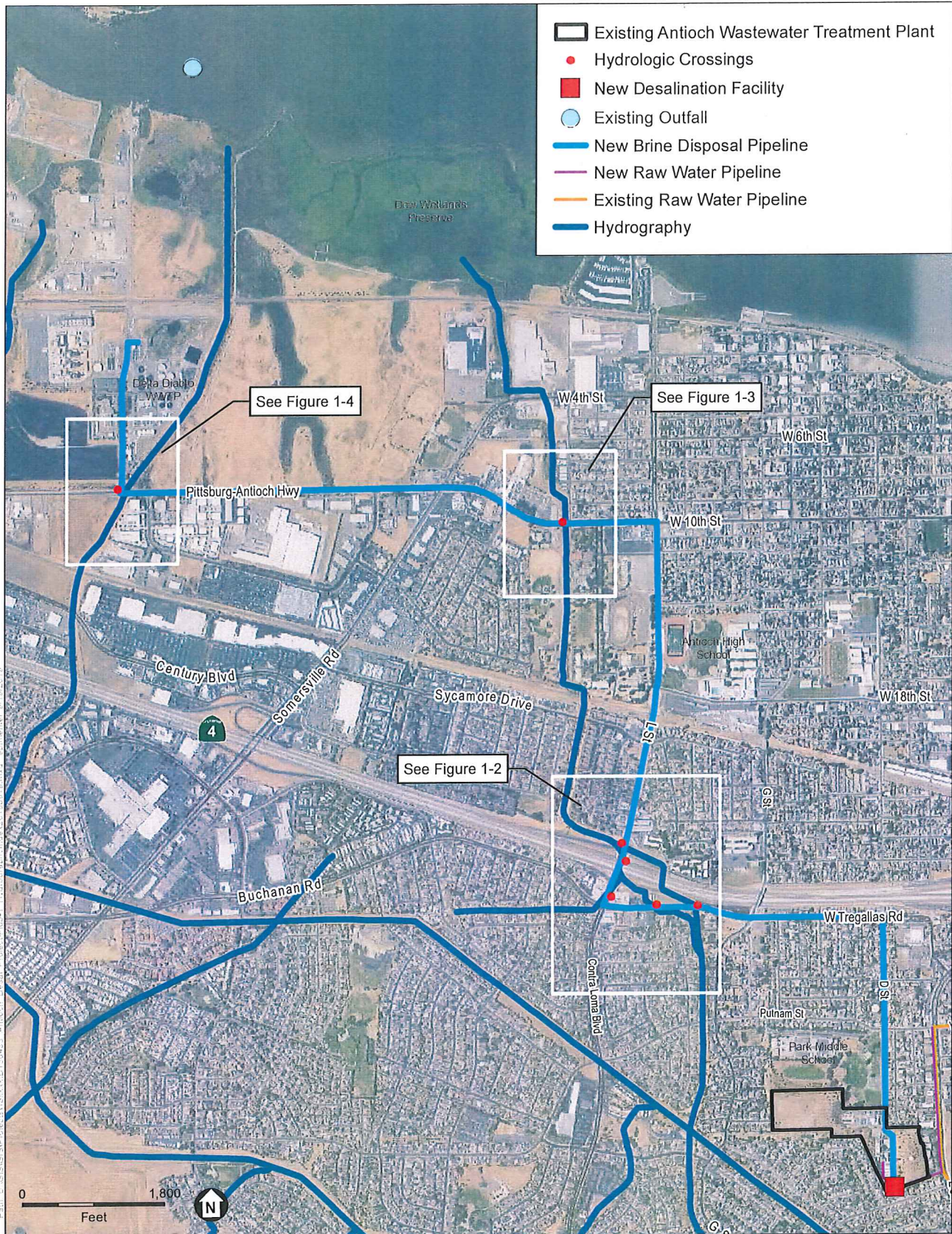


SOURCE: USGS, 2019; Contra Costa Co., 2018; City of Antioch, 2019; Corollo, 2109; ESA, 2019

City of Antioch Desalination Project

Figure 9
City of Antioch Water System

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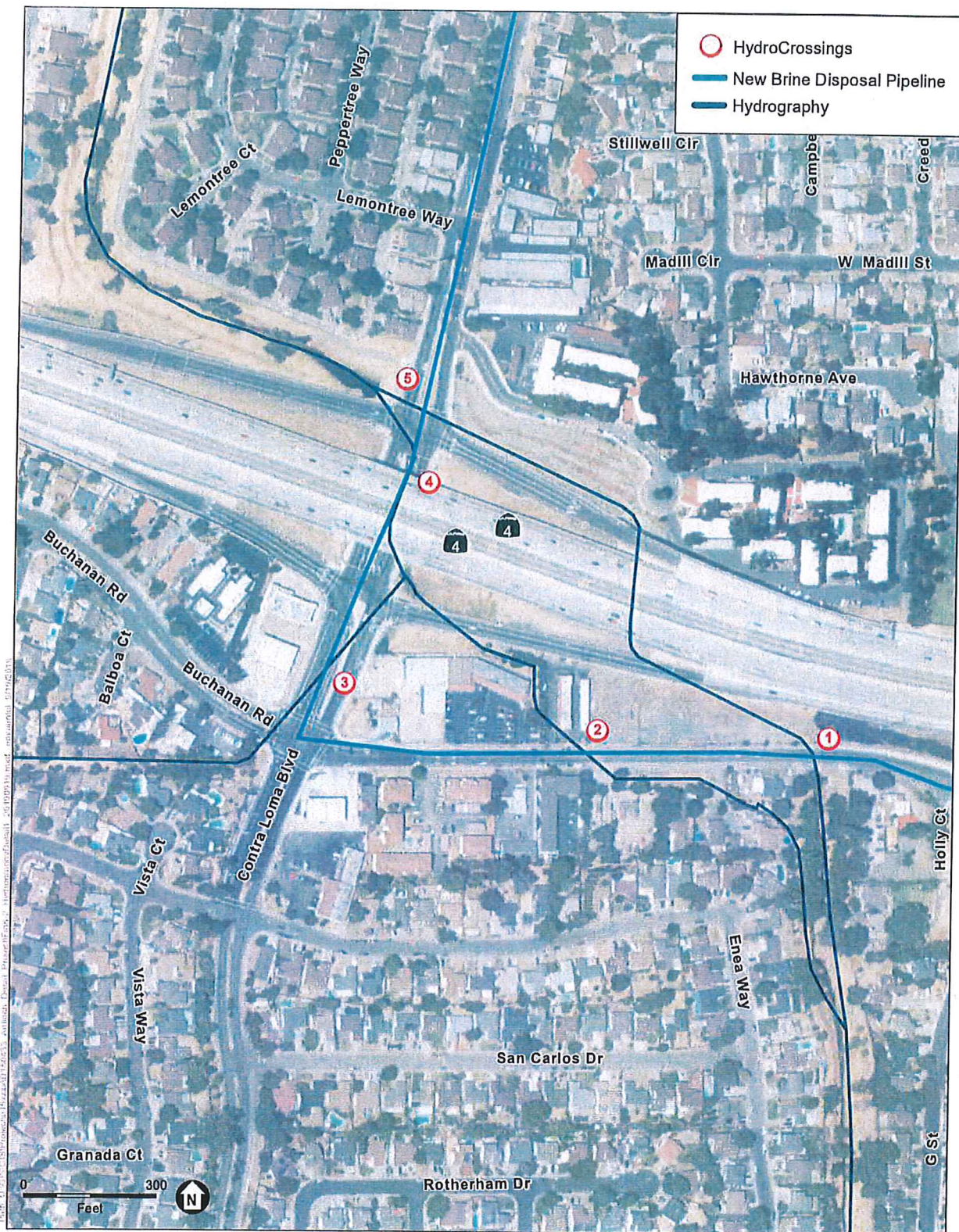


SOURCE: USDA, 2018; ESRI, 2012; City of Antioch, 2019; Corollo, 2109; ESA, 2019

City of Antioch Desalination Project

Figure 8-1
Hydrography Overview

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SOURCE: USDA, 2018; ESRI, 2012; City of Antioch, 2019; Corollo, 2109; ESA, 2019

City of Antioch Desalination Project

Figure 8-2
Hydrography (detail #1)

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



ATTACHMENT "C"

July 17, 2020

Mr. Scott Buenting
City of Antioch
Post Office Box 5007
Antioch, CA 94531-5007
SBuenting@ci.antioch.ca.us

Subject: Incidental Take Permit for Brackish Water Desalination Facility,
2081-2019-046-03, Contra Costa County

Dear Mr. Buenting:

Enclosed is the Incidental Take Permit for the above referenced project, which has been signed by the California Department of Fish and Wildlife (CDFW). Please read the permit carefully and sign the acknowledgement on the permit no later than 30 days from CDFW signature and prior to initiation of ground-disturbing activities. Alternatively, a signed hardcopy can be mailed to:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Attention: CESA Permitting Program
Post Office Box 944209
Sacramento, CA 94244-2090

You are advised to keep a copy of the signed permit in a secure location and distribute copies to appropriate project staff responsible for ensuring compliance with the conditions of the permit. Note that you are required to comply with certain conditions of approval prior to continuation of ground-disturbing activities. Additionally, a copy of the permit must be maintained at the project work site and made available for inspection by CDFW staff when requested.

The permit will not take effect until the signed acknowledgment is received by CDFW. If you wish to discuss these instructions or have questions regarding the permit, please contact Ms. Melissa Farinha, Senior Environmental Scientist (Supervisory), at (707) 944-5579 or Melissa.Farinha@wildlife.ca.gov; or Mr. Jim Starr, Environmental Program Manager, at Jim.Starr@wildlife.ca.gov.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads "Gregg Erickson".
BE74D4C93C804EA...
Gregg Erickson
Regional Manager
Bay Delta Region

Conserving California's Wildlife Since 1870

C1



California Department of Fish and Wildlife
BAY DELTA REGION
2825 CORDELIA ROAD, SUITE 100
FAIRFIELD, CA 94534

California Endangered Species Act
Incidental Take Permit No. 2081-2019-045-03

BRACKISH WATER DESALINATION PROJECT

Authority:

This California Endangered Species Act (CESA) Incidental Take Permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take¹ of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.² CDFW may authorize the take of any such species by permit if the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c) are met. (See Cal. Code Regs., tit. 14, § 783.4).

Permittee:	City of Antioch
Principal Officer:	Mr. Scott Buenting, Project Manager
Contact Person:	Mr. Chris Fitzer, (916) 231-1254
Mailing Address:	Post Office Box 5007, Antioch, CA 94531-5007

Effective Date and Expiration Date of this ITP:

This ITP shall be executed in duplicate original form and shall become effective once a duplicate original is acknowledged by signature of the Permittee on the last page of this ITP and returned to CDFW's Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. Unless renewed by CDFW, this ITP's authorization to take the Covered Species shall expire on **December 31, 2029**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 6.7 of this ITP.

¹ Pursuant to Fish and Game Code section 86, "'take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' ... means to catch, capture or kill"].)

² "The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

Project Location:

The Brackish Water Desalination Project (Project) is located within the cities of Antioch and Pittsburg, Contra Costa County (See Figure 1). The Project elements being permitted through this ITP are: the desalination facility located within the City of Antioch's (City) existing water treatment plant at 401 Putnam Street, the river intake pump station located at the City marina near McElheny Road and Fulton Shipyard Road, and the existing Delta Diablo Wastewater Treatment Plant (WWTP) outfall located in New York Slough in the City of Pittsburg.

Project Description:

The Project is limited to: (1) Demolition of an existing diversion intake and pump station on the San Joaquin River; (2) construction of a new diversion intake with fish screens and pump station at the same location; (3) construction of three pipeline stream under crossings by way of horizontal directional drilling (HDD) for the 12-inch diameter brine discharge pipeline between the desalination plant and the WWTP at Crossings 3, 4 and 5; (4) construction of two pipeline stream under crossings by way of jack and bore for the 12-inch diameter brine discharge pipeline at Crossings 2 and 6; (5) ongoing operation of the water diversion; and (6) ongoing brine discharge from the WWTP outfall diffuser pipe in New York Slough.

Intake Pump Station Replacement and Raw Water Pipeline Connection

The existing pump station and intake pipeline will be removed and replaced under the proposed Project. The existing pump station is in an upland parking lot area. The new pump station will be located approximately 225 feet inland from shore within the existing parking lot and will have an approximate area of 3,500 square feet. The pump station will house three 8-million gallons per day (mgd) pumps (two active and one standby) which will allow the pump station to continue operating at the existing facility capacity of 16 mgd if one of the pumps is out of service for maintenance. The pump station design, based on the anticipated sea level rise condition in 2100, prevents flooding of the mechanical or electrical room during high river flow coincident with the highest estimated tide.

The intake will be connected to the pump station by two 42-inch diameter submerged pipelines extending approximately 135 feet into the river (Figure 3 – Intake and Pump Station, Appendix B). Each of the pipelines will be equipped with a 48-inch diameter T-intake cylindrical fish screen that meets the protective criteria of CDFW and National Marine Fisheries Service (NMFS). The intake capacity of the new intake pump station for river water will remain at a firm capacity of 16 mgd.

The intake pipelines will be located within a 13-foot wide by 7.5-foot deep trench extending from the shoreline. The pipes will be surrounded by 2-inch minus sized bedding material with a 2-foot rip-rap layer on top. After extending into the river 135 feet the pipes will make a 90 degree bend up and extend 9 feet above the riverbed and be capped by the 48-inch diameter

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CITY OF ANTIOCH
BRACKISH WATER DESALINATION PROJECT

fish screens. The intake will be supported by a 10-foot by 36-foot concrete foundation that will be 3 feet deep. The foundation slab will be supported on four 18-inch diameter steel pipe pilings that will be installed to a depth of 75 feet below the riverbed. The foundation slab will then have an additional 5 feet of riprap added on all sides. The 5 feet of riprap around the foundation slab and on top of the pipelines will be placed 12 inches below the grade of the riverbed and will be buried with clean, native earthen backfill material.

Installation of the intake pipes and foundations will involve the removal of approximately 700 cubic yards of material and the placement of 309 cubic yards of bedding material, 208 cubic yards of rip-rap, 40 cubic yards of concrete and 140 cubic yards of pipes and pile structures. Other than the intake pipe extending up to the fish screens all material will be placed so as to match the adjacent existing surface.

A cofferdam will be temporarily installed in the river by the construction contractor to facilitate installation of the intake pipelines and fish screens and minimize turbulence and sediment disturbance during construction. The cofferdam will consist of interlocking sheet piles forming a watertight corridor approximately 42 feet wide that will extend into the river approximately 143 feet from the shore corresponding to the edge of the rip-rap around the intake foundation. Once installed, the area inside the cofferdam may be dewatered to facilitate construction, to accommodate fish rescue and construction activities, as necessary. If the area inside the cofferdam is not dewatered, the pouring and/or placement of wet or uncured concrete will only occur within the cofferdam with secondary containment casing, that fully isolates the concrete being poured from the surrounding waterway. Additionally, if wet or uncured concrete is placed within the non-dewatered cofferdam with secondary containment, water within the cofferdam will not be released into and/or allowed to intermingle with San Joaquin River without water quality testing to demonstrate that pH levels and dissolved oxygen concentrations are within acceptable range, consistent with background conditions (pH between 6 and 8 [pH units]; dissolved oxygen greater than 6 mg/L). If water quality within cofferdam exceeds these ranges, water will be pumped and treated and/or disposed of consistent with State and local regulations. Installation of the cofferdam is expected to take approximately 2 weeks. The cofferdam will be removed following construction.

The new pump station will connect to and convey river water through the City's existing 30-inch-diameter raw water pipeline for the majority of the distance between the pump station and the WWTP (See Figure 2). At the intersection of Lone Tree Way and Putnam Street, a new 30-inch raw water pipeline will extend from the existing pipe approximately 3,000 feet to the location within the WWTP of the new desalination plant. This new pipeline will be located entirely within existing road rights-of-way or the WWTP property.

Brine Disposal Pipeline Stream Crossings

Crossings 3, 4 and 5 - West Antioch Creek at L Street: Crossing 3 will be under a 6-foot by 3-foot concrete culvert in the intersection of L Street and Fitzuren Road. Crossing 4 will be

Incidental Take Permit
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under a 10-foot by 5-foot concrete culvert that crosses underneath L Street and the Highway 4 Interchange. Crossing 5 will be under two 10-foot by 8-foot concrete culverts underneath L Street. These three crossings all occur across L Street in a relatively short distance and the brine disposal pipeline alignment will go underneath all three structures in a single undercrossing that will be installed using an HDD construction method. The HDD segment of the pipe will be approximately 984 feet long and installed approximately 30 feet below existing grade. The HDD alignment will be approximately 18 feet below the Crossing 3 culvert. The HDD alignment will be approximately 18 feet below the Crossing 4 culvert and 10 feet below the larger Crossing 5 culvert. The HDD alignment is approximately 70 feet away from the joint outlet location of the Crossing 4 and 5 structure.

Crossings 2 - West Antioch Creek at Fitzuren Road: At Crossing 2 the pipe alignment will go under three 60-inch by 42-inch oval corrugated metal pipes using a jack-and-bore construction method. Jack-and-bore construction involves digging a jacking pit and receiving pit on either side of the crossing. A machine in the jacking pit then pushes a 24-inch steel casing pipe horizontally through the soil while an auger removes the material inside the casing pipe. The portion of the pipe alignment installed in this manner will be 110 feet long and located 12-14 deep. The jack-and-bore method proposed at this location will not require the use of drilling fluids.

Crossing 6 - West Antioch Creek at West 10th Street: The new pipeline will cross under four 7-foot by 14-foot concrete box culverts. This crossing will utilize a jack-and-bore construction technique similar to Crossing 2. This portion of the pipe alignment will be approximately 5 feet below the existing culvert structure and approximately 215 feet long. Several other utilities including a water and sewer main have been installed in a similar fashion at this crossing and will run parallel to the proposed pipeline. The jack-and-bore method proposed at this this under crossing will not require the use of drilling fluids.

Ongoing Diversion

The City's current water supply operations cease river diversions when salinity at the intake is above the City's salinity target. The timing of this varies by water year type. With the proposed Project, the City will continue to divert water from the river for conventional treatment until salinity increases and then it will begin using the brackish desalination facility. This will enable the new intake pump station to potentially operate year-round. When the desalination facility is operating, 8 mgd will be diverted to the desalination facility and the City will have the ability to divert up to an additional 8 mgd to the conventional WWTP or municipal reservoir to be used for blending depending on demands and water quality.

The desalination facility will operate at an overall recovery rate of approximately 75 percent. Approximately 8 mgd of river water will be needed to produce 6 mgd of desalinated product water. When operated, the desalination facility will operate at its full capacity. Intermittent or partial operation of desalination facilities is typically not advised and a minimum of 2 mgd flow

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is needed for operations. Steady flow velocity through the membranes at its rated capacity prevents the buildup of precipitates on the membranes which can reduce treatment efficiency and capacity of the system. The desalination plant will be used to produce between roughly 2,600 – 5,500-acre feet per year (AF/Y) depending on water year type.

Ongoing Brine Discharge

The desalination process will generate approximately 2 mgd of brine. Brine from the desalination system will be conveyed through an approximately 4.3-mile long, 12-inch-diameter dedicated pipeline from the desalination facility to the existing WWTP. The brine disposal pipeline will be constructed of high-density polyethylene (HDPE) or polyvinyl chloride (PVC) and will connect to the WWTP effluent channel at the north end of the plant. The brine will then be mixed with treated wastewater from the WWTP prior to discharge through the existing WWTP outfall in New York Slough.

The WWTP outfall pipeline ends approximately 500 feet offshore and is at an elevation depth of 26 feet. The diffuser port diameter is approximately 42 inches, with 50 3-inch diameter ports spaced 8 feet apart in alternating directions. No construction or modifications to the WWTP outfall will be required.

Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

Name	CESA Status
1. Longfin smelt (<i>Spirinchus thaleichthys</i>)	Threatened ³
2. Delta smelt (<i>Hypomesus transpacificus</i>)	Endangered ⁴

These species and only these species are the “Covered Species” for the purposes of this ITP.

Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include coffer dam installation and dewatering, ongoing operations and maintenance of the diversion intakes and fish screens, and brine discharge at the Delta Diablo Outfall Diffuser (Covered Activities).

³See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(2)(E).

⁴See *Id.*, subd. (a)(2)(O).

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur as a result of Covered Activities such as stranding, capture, release of contaminants during construction activities, and entrainment, impingement, reduction in water quality or useable habitat from ongoing operations and maintenance of the diversion intakes and new source of brine concentration and discharge. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of disruption to movement and flow patterns, disruption to ecosystem processes and loss of food web resources for the Covered Species from caused by water diversion and brine discharge. The areas where authorized take of the Covered Species is expected to occur include portions of the lower San Joaquin River along the coast lines of the cities of Antioch and Pittsburg, (collectively, the Project Area; see Figure 1 and Figure 2).

The Project is expected to cause the temporary loss of 0.14 acres and permanent loss of 0.008 acres of shallow water habitat and permanent loss of 0.008 acres of floodplain mosaic habitat for the Covered Species, and ongoing take of egg and larval life stages, reduction in quality of aquatic habitat for the Covered Species. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include: increased salinity in stress resulting from noise and vibrations from boring and capture and relocation, and long-term effects due to increased pollution, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to extinction and predation.

Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for salvage through the capture and relocation of Covered Species as authorized by this ITP.

Conditions of Approval:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for barge ingress and egress, staging and parking, and noise and vibration generating activities that may/will cause take. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

Incidental Take Permit
No. 2081-2019-046-03
CITY OF ANTIOCH
BRACKISH WATER DESALINATION PROJECT

1. **Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. **CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Impact Report (SCH No.: 2017082044) certified by City of Antioch on January 22, 2020 as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
3. **LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreement (LSAA) (Notification No. 1600-2019-0247-R3 for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
4. **ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.
5. **General Provisions:**
 - 5.1 Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
 - 5.2 Designated Biologist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Biologist must be changed.
 - 5.3 Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall have authority to immediately stop any

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activity that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.

- 5.4 Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.
- 5.5 Construction Monitoring Notebook. The Designated Biologist shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project Area upon request by CDFW.
- 5.6 Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 5.7 Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 5.8 CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.

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- 5.9 Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, sheetpile walls, excess concrete on the riverbed that will result in more than 0.008 acres of permanent impact.
- 5.10 Conduct Project Activities and Construct Project According to Accepted Plans. Permittee and their consultants, contractors, and subcontractors shall adhere to and implement CDFW-accepted or approved plans and project designs.

6. Monitoring, Notification and Reporting Provisions:

- 6.1 Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 6.2 Notification of Non-compliance. The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.
- 6.3 Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; (5) document and photograph site conditions and (6) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP. The Designated Biologist shall conduct compliance inspections a minimum of once a day during periods of inactivity.
- 6.4 Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 6.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval,

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the CDFW Regional Representative is James Starr (Jim.Starr@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

- 6.5 Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.
- 6.6 CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 6.7 Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.

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- 6.8 Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible provide a photograph, explanation as to cause of take or injury, and any other pertinent information.
- 6.9 Acceptance of Outstanding Fish Screen Design Evaluation Requirements. Prior to screen fabrication, Permittee shall submit:
- 6.9.1 Shop fabrication drawings with design details.
 - 6.9.2 Preliminary operation and maintenance plan which includes preventive and corrective maintenance procedures, inspection and reporting requirements, maintenance logs, etc.
 - 6.9.3 Post-construction evaluation and monitoring plan with allocated funds in the construction budget to make need corrections to bring the fish screen within operational compliance.
- 6.10 Annual Fish Screen Maintenance and Effectiveness Monitoring. Permittee shall submit an annual report by December 31 in each year for the term of this ITP. The report shall include all monitoring elements identified in the CDFW approved plans required under Conditions of Approval 6.9.2 and 6.9.3.

7. Take Minimization Measures:

The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

- 7.1 Conduct Project Activities and Construct Project According to Accepted Plans. Permittee and their consultants, contractors, and subcontractors shall adhere to and implement CDFW-accepted or approved plans and project designs.
- 7.2 Maximum Diversion Rate from the San Joaquin River. Instantaneous rate of diversion from the new intakes shall not exceed 11,111 gallons per minute at any time and shall be limited to the minimum magnitude and duration to meet water demands.

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- 7.3 No Diversion without Fish Screens. Permittee shall not divert water at any time without the CDFW-approved fish screen installed and fully operational.
- 7.4 Implement Fish Screen Operations and Evaluation Plans. Permittee shall implement the operation and maintenance plan and the post-construction evaluation plan according to the plans as approved by CDFW.
- 7.5 Screen Monitoring Study Plan. By August 1, 2021, and every three years subsequently, Permittee shall submit an updated study plan to CDFW for approval. The purpose of the study plan shall be to monitor the diversion to determine it's efficiency at screening screenable size fish and the potential diversion rate of all species, with an emphasis on Covered Species of fish, either adults, juveniles, and larvae at the current Permittee intake. CDFW shall provide written comments and requested changes, if any, regarding the adequacy of the submitted study plan and its elements by September 1 of each year in which an updated study plan is submitted. If CDFW has comments or requested changes, Permittee shall resubmit a revised study plan that addresses CDFW's comments and requests by October 1. This study plan must be acceptable to and must be approved by CDFW prior to November 1 of each year in which an updated study plan is submitted. Permittee shall not be in violation of this provision if CDFW does not respond in writing regarding the acceptability of the latest study plan in accordance with this schedule, provided Permittee is implementing and adhering to the latest study plan submitted to CDFW. This study shall begin by March 1 and shall continue until June 30 unless an alternative schedule is agreed to by CDFW. Permittee shall submit a summary of the results of each study to CDFW in accordance with the schedule contained within the approved study plan. Permittee shall conduct fish sampling techniques and handling procedures in a manner that minimizes mortality to the Covered Species. Permittee shall coordinate with ongoing Interagency Ecological Program (IEP) and make the Project monitoring data available to IEP upon IEP's request.
- 7.6 Altering of Screen Device. If there are any significant changes made to the fish screen device, the City of Antioch shall conduct two consecutive years of sampling data to evaluate if the proposed changes had any impact on the effectiveness of the fish screen device. This study plan shall be submitted to CDFW for our review and approval prior to implementation of the proposed monitoring. If you do not hear back from CDFW within 30 working days, you may proceed with your proposed monitoring plan as submitted.
- 7.7 Disinfect Equipment Prior to Entry into Watercourses. To prevent spread of invasive aquatics and diseases, equipment to be used in watercourses including, but not limited to, boots, waders, hand tools and nets must be decontaminated with a minimum 5 percent chlorine solution for 2 minutes prior to entry into a watercourse. In addition, if a piece of equipment has been exposed or is suspected to have been

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exposed to areas harboring New Zealand mud snails then that equipment must be dried out for two weeks, frozen for 48 hours, or placed in 55 degrees Celsius water for 5 minutes.

- 7.8 Seasonal Work Restrictions on Covered Activities. All project-related in-stream work, excluding dewatered areas, shall be limited to the period between August 1 to November 30. Use of vibratory and impact (as necessary) drivers is restricted to the period between August 1 to November 30. HDD activities shall be limited to the period between June 15 through October 15. Covered activities in dewatered areas shall be done in a manner so that any hazardous substances or equipment and loose construction materials that could be washed away in an overtopping event can be removed within a 72-hours outside of period from October 15 to May 15 period. For purposes of this measure, in-stream work does not include equipment mobilization, materials transport, and cofferdam maintenance, dewatering, discharge or leak inspection.
- 7.9 Weather Work Restriction. The Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the Project Area. If 0.10 inches or more rain is predicted in the 24-hour forecast, no ground-disturbing activities shall occur on the Project site on the day the rain is predicted to occur. Unless otherwise authorized by CDFW, no work shall occur until 24 hours after rain has ceased.
- 7.10 Time of Day Work Restriction. Permittee shall terminate all Covered Activities 30 minutes before sunset and shall not resume Covered Activities until 30 minutes after sunrise unless otherwise authorized in writing by CDFW. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for the geographic area where the project is located.
- 7.11 On-Site Specialist. Permittee shall have on-site a person professionally trained in spill containment/clean up to implement spill control devices in the event a spill occurs.
- 7.12 Wet or Uncured Concrete within a non-dewatered Cofferdam. Permittee shall not allow wet or uncured concrete to enter into rivers or stream at any time. This Measure applies to "cofferdams" that have not been completely dewatered, with the exception of within the cofferdam with secondary containment casing, that fully isolates the concrete being poured from the surrounding waterway. If wet or uncured concrete is placed within non-dewatered cofferdam with secondary containment, water within the cofferdam will not be released into and/or allowed to intermingle with San Joaquin River without water quality testing to demonstrate that pH levels and dissolved oxygen concentrations are within acceptable range, consistent with background conditions (pH between 6 and 8 [pH units]; dissolved oxygen greater than 6 mg/L). If water quality within cofferdam exceeds these ranges, water will be pumped and treated and/or disposed of consistent with federal, State, and/or local regulations.

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- 7.13 Seasonal Work Period. Construction activities within a lake or stream and associated wetlands and riparian corridors shall be conducted after August 1 and before November 30. If Permittee needs more time to complete Project activities, work may be authorized outside of the work period and extended on a week-by-week basis by CDFW representative, Jim Starr, or if unavailable, through contact with the CDFW Bay Delta Regional Office by mail or phone (707) 428-2002. Authorization shall be in the form of written communication. If Permittee requests a work period variance, Permittee shall submit such a request in writing to the CDFW Bay Delta Office. The request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance shall be issued at the discretion of CDFW. CDFW reserves the right to require additional measures to protect biological resources as a condition for granting the variance. CDFW shall have 10 business days to review the proposed work period variance.
- 7.14 Cofferdam Work Area. Precipitation forecasts and potential increases of river flow (i.e., San Joaquin River) shall be considered when planning construction activities within the cofferdam work area to avoid the potential for the release of materials or equipment into the river. Prior to departing the cofferdam work area each day, Contractor shall remove all non-fixed equipment and/or materials (not including pumps used for dewatering, as necessary) from the cofferdam work area and place in secured area.
- 7.15 Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed.
- 7.16 No Equipment in Channel. With the exception of river barge, work vessels, and ancillary equipment for work in the San Joaquin River, no equipment shall be operated from within a flowing stream (including flowing or ponded water) at any time.
- 7.17 No New Project Phase without Erosion Control. No phase of the Project may be started if that phase and its associated erosion control measures cannot be completed prior to the onset of a storm event if that construction phase may cause the introduction of sediments into the stream. Erosion control measures shall be inspected frequently to minimize failure and conduct any necessary repairs. All non-structural related and non-biodegradable erosion control measures shall be removed from the Project area upon cessation of construction activities.
- 7.18 Stabilize Exposed Areas. Permittee shall stabilize all exposed/disturbed areas within the Project site to the greatest extent possible to reduce erosion potential, both during and following construction. Erosion control measures, such as, silt fences, straw hay

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bales, gravel, or rock-lined ditches, water check bars, and broadcasted straw shall be used wherever silt-laden water has the potential to leave the work site and enter State waters. Erosion control measures shall be monitored during and after each storm event. Modifications, repairs, and improvements to erosion control measures shall be made whenever they are needed.

- 7.19 Staging and Storage Areas. Construction equipment, building materials, fuels, lubricants, and solvents shall not be stockpiled or stored where they may be washed into State waters or where they will cover aquatic or riparian vegetation.
- 7.20 Equipment over Drip Pans. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream and riparian areas shall be positioned over drip-pans.
- 7.21 Check Equipment for Leaks. Any equipment or vehicles driven and/or operated adjacent to the stream and riparian corridor shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life, wildlife or riparian habitat. Vehicles shall be moved away from the stream prior to refueling and lubrication.
- 7.22 Hazardous Materials. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into State waters or their tributaries shall be contained in watertight containers or removed from the Project site.
- 7.23 Imported Materials. Permittee shall not import, take from or move any rock, gravel, and/or other materials within the San Joaquin River, its streambeds or banks except as otherwise addressed in this Permit.
- 7.24 Debris and Waste Disposal. Permittee shall not dump any litter or construction debris within the Project area. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site. Upon completion of operations and/or onset of wet weather, all construction material and/or debris shall be removed from the Project work site to an area not subject to inundation. All removed vegetation and debris shall be disposed of according to State and local laws and ordinances.
- 7.25 Spoils. Permittee shall not place spoil where it could enter State waters or other sensitive habitat, such as riparian, or place over vegetation except as specifically noticed to and accepted by CDFW, in writing. Spoil shall be hauled off-site or stockpiled in an upland location where it shall be covered with plastic sheeting or visquine whenever it is evident that rainy conditions threaten to erode loose soils into sensitive habitats.

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- 7.26 Vegetation Disturbance. No disturbance or removal of vegetation, other than that specified in the Project description shall occur because of Project activities. Vegetation outside the construction corridor shall not be removed or damaged without prior consultation and approval of CDFW. Vegetation may be disturbed only as specified in this measure.
- 7.27 Cofferdam Installation and Removal. The Qualified Biologist and a Fisheries Biologist approved by CDFW (can be the same person) shall direct the installation, removal and dewatering efforts of all cofferdam structures. A Fisheries Biologist is defined under this Permit as someone that has a 4-year degree in fish biology or closely related field, has at least 2-years of experience in the handling of at least one of the special-status fish species that may be on-site, is in possession of appropriate State and Federal permits to handle the Covered Species, and has been provided written authorization from CDFW to act as a Fisheries Biologist under this Permit. The cofferdam installation shall be limited to the period between August 1 and November 30. During the period of active dewatering, the CDFW-approved Fisheries Biologist shall check daily for stranded aquatic life as the water level in the dewatering area drops and until active dewatering ceases. All stranded aquatic life in the dewatered areas shall be immediately relocated to habitat outside of harm's way. Cofferdams shall remain in place and functional during Covered Activities. Cofferdams that fail for any reason shall be repaired immediately. All materials used in cofferdam construction shall be removed from the project site once the coffer dams are no longer needed.
- 7.28 Daily Cofferdam Checks. The Qualified Biologist, Fisheries Biologist, or Biological Monitor shall check daily for stranded aquatic life in the dewatered areas prior to commencement of project activities each morning. If any fish is found within the dewatered area, then the biologist or monitor shall immediately stop work until the fish can be identified to species and relocated outside of harm's way by the Fisheries Biologist. Capture methods may include fish landing nets, dip nets, buckets and by hand.
- 7.29 Cofferdams and Work Area Seepage. If the area within a cofferdam requires periodic pumping of seepage, pumping will occur under direct supervision of qualified fisheries biologist approved by CDFW. Pumps will be located on barges adjacent to the areas being dewatered. Any turbid water pumped from dewatered areas will be discharged into an area protected by a turbidity curtain to prevent suspended sediment from being transported upstream or downstream. Alternatively, Permittee may place pumps in upland flat areas, away from the stream channel. Pumps placed in uplands shall be secured by tying off to a tree or staked in place to prevent movement by vibration. Pump intakes shall be fitted with fish screens meeting CDFW criteria to prevent entrainment or impingement of fish. CDFW fish screen criteria can be found online in Appendix S of the California Salmonid Stream Habitat Restoration Manual.

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Pump intakes shall be periodically checked for impingement of fish or amphibians that shall be relocated according to the approved measured outlined for each species below. Any turbid water pumped from the work site itself to maintain it in a dewatered state shall be disposed of in an upland location where it will not drain directly into any stream channel.

- 7.30 Fish Relocation Plan. A plan to relocate fishes and other sensitive aquatic organisms from the de-watering associated with the coffer dam must be developed by the Permittee and approved in writing by CDFW prior to initiation of project activities. An electronic copy of the draft plan shall be transmitted via email to Jim.Starr@wildlife.ca.gov two weeks prior to expectation of feedback.

8. Habitat Management Land Acquisition:

CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.

To meet this requirement, the Permittee shall purchase 1.55 acres (0.02 acres for permanent impacts and 1.53 acres for operations) of Covered Species credits from a CDFW-approved mitigation or conservation bank and 0.02 acres of floodplain mosaic habitat credits (Condition of Approval 8.1)

Additional credits may be required if the CDFW-approved screen effectiveness monitoring do not support model results related to the "take" analysis submitted with the application for this ITP. Permittee shall provide CDFW with a copy of the credit purchase agreement for the required credits prior to commencing Covered Activities.

- 8.1 Covered Species and Habitat Credits. Permittee shall purchase 1.55 acres of Covered Species credits and 0.02 acres of floodplain mosaic habitat credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 9 below.
- 8.2 Cost Estimates. CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands and the restoration of temporarily disturbed habitat as follows:

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8.2.1 Purchase of 1.55 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank calculated at \$175,000 per credit is estimated to be at **\$271,250**.

8.2.2 Purchase of 0.02 acres of floodplain mosaic credits from a CDFW-approved mitigation or conservation bank calculated at \$150,000 per credit is estimated to be at **\$3,000**.

9. Performance Security

The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

- 9.1 Security Amount. The Security shall be in the amount of **\$274,250**. This amount is based on the cost estimates identified in Condition of Approval 8.2 above.
- 9.2 Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 9.3 Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.
- 9.4 Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 9.5 Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.
- 9.6 Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 9.7 Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:
 - Written documentation of the acquisition of the HM lands;
 - Copies of all executed and recorded conservation easements;
 - Written confirmation from the approved Endowment Manager of its receipt of

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- the full Endowment; and
- Timely submission of all required reports.

Amendment:

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

Stop-Work Order:

CDFW may issue Permittee a written stop-work order requiring Permittee to suspend any Covered Activity for an initial period of up to 25 days to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 25 additional days. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

Compliance with Other Laws:

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittee is responsible for complying with all other applicable federal, state, and local law.

Notices:

The Permittee shall deliver a fully executed duplicate original ITP by registered first class mail or overnight delivery to the following address:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Attention: CESA Permitting Program
Post Office Box 944209
Sacramento, CA 94244-2090

Alternatively, the Permittee shall email the digitally signed ITP to CESA@wildlife.ca.gov.

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Digital signatures shall comply with Government Code section 16.5.

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2019-046-03) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Gregg Erickson, Regional Manager
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534

and a copy to:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Attention: CESA Permitting Program
Post Office Box 944209
Sacramento, CA 94244-2090
CESA@wildlife.ca.gov

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

James Starr
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Telephone (209) 234-3440
Jim.Starr@wildlife.ca.gov

Compliance with CEQA:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, City of Antioch. (See generally Pub. Resources Code, §§ 21067, 21069). The lead agency's prior environmental review of the Project is set forth in the City of Antioch Brackish Water Desalination Project Environmental Impact Report (EIR), (SCH No.: 2017082044) dated June 29, 2018 that the City of Antioch certified for City of Antioch Brackish Water Desalination Project on October 23, 2018. At the time the lead agency

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BRACKISH WATER DESALINATION PROJECT

certified the EIR and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's EIR for the Project and the environmental effects related to issuance of this ITP [CEQA Guidelines, § 15096, subd. (f)]. CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. [Fish and Game Code § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds. (a)-(b), 783.5, subd. (c)(2)].

CDFW finds based on substantial evidence in the ITP application, City of Antioch Brackish Water Desalination Project Environmental Impact Report, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 1.55 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;

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- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

Attachments:

FIGURE 1	Figure 1-1, Action Area, Antioch Brackish Water Desalination Project Biological Assessment, EFH Assessment, and ITP Application, Environmental Science Associates, September 2019
FIGURE 2	Figure 3-4a, River Intake Pump Station, Antioch Brackish Water Desalination Project Biological Assessment, EFH Assessment, and ITP Application, Environmental Science Associates, September 2019
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2A, 2B	Habitat Management Lands Checklist; Proposed Lands for Acquisition Form
ATTACHMENT 3	Letter of Credit Form
ATTACHMENT 4	Mitigation Payment Transmittal Form

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ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on 7/20/2020.

DocuSigned by:

Gregg Erickson

BE7404C93C604EA...

Gregg Erickson, Regional Manager
Bay Delta Region

ACKNOWLEDGMENT

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of this ITP, and (3) agrees on behalf of the Permittee to comply with all terms and conditions.

By: _____ Date: _____

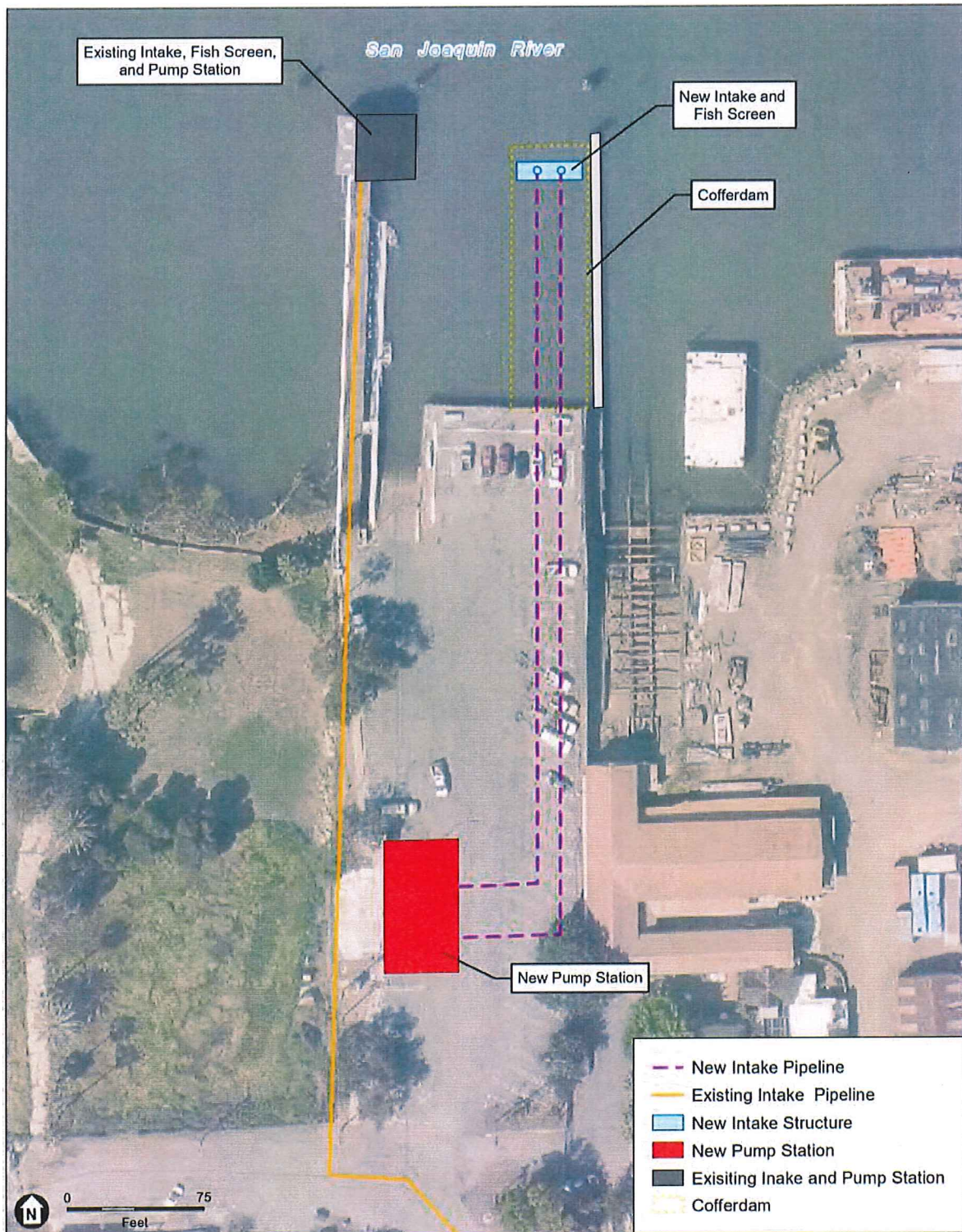
Printed Name: Scott Buenting Title: _____

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Figure 1-1
Action Area



SOURCE: Sacramento County, 2018; ESRI, 2012; City of Antioch, 2019; Corollo, 2109; ESA, 2019

City of Antioch Desalination Project

Figure 3-4a
River Intake Pump Station

Attachment 1

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
CALIFORNIA ENDANGERED SPECIES ACT**

INCIDENTAL TAKE PERMIT NO. 2081-2019-046-03

PERMITTEE: City of Antioch

PROJECT: City of Antioch Brackish Water Desalination Plant Project

PURPOSE OF THE MMRP

The purpose of the MMRP is to ensure that the impact minimization and mitigation measures required by the California Department of Fish and Wildlife (CDFW) for the above-referenced Project are properly implemented, and thereby to ensure compliance with section 2081(b) of the Fish and Game Code and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by CDFW is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the California Incidental Take Permit (ITP) and in attachments to the ITP, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEE

Mitigation measures must be implemented within the time periods indicated in the table that appears below. Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the ITP itself and are summarized at the front of the attached table.

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

TABLE OF MITIGATION MEASURES

The following items are identified for each mitigation measure: Mitigation Measure, Source, Implementation Schedule, Responsible Party, and Status/Date/Initials. The Mitigation Measure column summarizes the mitigation requirements of the ITP. The Source column identifies the ITP condition that sets forth the mitigation measure. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the person or agency that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report, and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	BEFORE DISTURBING SOIL OR VEGETATION				
1	Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.	ITP Condition # 5.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Designated Biologist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Biologist must be changed.	ITP Condition # 5.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
3	Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 5.4	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
4	Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 5.6	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
5	Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	Fish Relocation Plan. A plan to relocate fishes and other sensitive aquatic organisms from the de-watering associated with the coffer dam must be developed by the Permittee and approved in writing by CDFW prior to initiation of project activities. An electronic copy of the draft plan shall be transmitted via email to Jim.Starr@wildlife.ca.gov two weeks prior to expectation of feedback.	ITP Condition # 7.30	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
7	<p>CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.</p> <p>To meet this requirement, the Permittee shall purchase 1.55 acres (0.02 acres for permanent impacts and 1.53 acres for operations) of Covered Species credits from a CDFW-approved mitigation or conservation bank and 0.02 acres of floodplain mosaic habitat credits (Condition of Approval 8.1)</p> <p>Additional credits may be required if the CDFW-approved screen effectiveness monitoring do not support model results related to the "take" analysis submitted with the application for this ITP. Permittee shall provide CDFW with a copy of the credit purchase agreement for the required credits prior to commencing Covered Activities.</p>	ITP Condition # 8	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
8	Covered Species and Habitat Credits. Permittee shall purchase 1.55 acres of Covered Species credits and 0.02 acres of floodplain mosaic habitat credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 9 below.	ITP Condition # 8.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
9	Cost Estimates. CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands and the restoration of temporarily disturbed habitat as follows:	ITP Condition # 8.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
10	Purchase of 1.55 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank calculated at \$175,000 per credit is estimated to be at \$271,250.	ITP Condition # 8.2.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
11	Purchase of 0.02 acres of floodplain mosaic credits from a CDFW-approved mitigation or conservation bank calculated at \$150,000 per credit is estimated to be at \$3,000.	ITP Condition # 8.2.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
12	<p>Performance Security. The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 8 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <p>Security Amount. The Security shall be in the amount of \$274,250. This amount is based on the cost estimates identified in Condition of Approval 8.2 above.</p> <p>Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.</p> <p>Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.</p> <p>Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.</p> <p>Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.</p> <p>Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.</p> <p>Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:</p> <ul style="list-style-type: none"> • Written documentation of the acquisition of the HM lands; • Copies of all executed and recorded conservation easements; • Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and <p>Timely submission of all required reports.</p>	ITP Condition # 9	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
DURING CONSTRUCTION					
13	Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall have authority to immediately stop any activity that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.	ITP Condition # 5.3	Entire Project	Permittee	
14	Construction Monitoring Notebook. The Designated Biologist shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project Area upon request by CDFW.	ITP Condition # 5.5	Entire Project	Permittee	
15	Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 5.7	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
16	<u>CDFW Access</u> . Permittee shall provide CDFW staff with reasonable access to the Project and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 5.8	Entire Project	Permittee	
17	<u>Refuse Removal</u> . Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, sheetpile walls, excess concrete on the riverbed that will result in more than 0.008 acres of permanent impact.	ITP Condition # 5.9	Entire Project	Permittee	
18	<u>Conduct Project Activities and Construct Project According to Accepted Plans</u> . Permittee and their consultants, contractors, and subcontractors shall adhere to and implement CDFW-accepted or approved plans and project designs.	ITP Condition # 5.10	Entire Project	Permittee	
19	<u>Notification of Non-compliance</u> . The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.	ITP Condition # 6.2	Entire Project	Permittee	
20	<u>Compliance Monitoring</u> . The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; (5) document and photograph site conditions and (6) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP. The Designated Biologist shall conduct compliance inspections a minimum of once a day during periods of inactivity.	ITP Condition # 6.3	Entire Project	Permittee	
21	<u>Monthly Compliance Report</u> . The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 6.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is James Starr (Jim.Starr@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov . CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 6.4	Monthly Until Project Construction Completed	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
22	Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 6.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 6.5	Annually Until Project Construction Completed	Permittee	
23	Acceptance of Outstanding Fish Screen Design Evaluation Requirements. Prior to screen fabrication, Permittee shall submit: Shop fabrication drawings with design details. Preliminary operation and maintenance plan which includes preventive and corrective maintenance procedures, inspection and reporting requirements, maintenance logs, etc. Post-construction evaluation and monitoring plan with allocated funds in the construction budget to make need corrections to bring the fish screen within operational compliance.	ITP Condition # 6.9	Prior to Fish Screen Fabrication	Permittee	
24	Annual Fish Screen Maintenance and Effectiveness Monitoring. Permittee shall submit an annual report by December 31 in each year for the term of this ITP. The report shall include all monitoring elements identified in the CDFW approved plans required under Conditions of Approval 6.9.2 and 6.9.3.	ITP Condition # 6.10	Annually	Permittee	
25	Conduct Project Activities and Construct Project According to Accepted Plans. Permittee and their consultants, contractors, and subcontractors shall adhere to and implement CDFW-accepted or approved plans and project designs.	ITP Condition # 7.1	Entire Project	Permittee	
26	Maximum Diversion Rate from the San Joaquin River. Instantaneous rate of diversion from the new intakes shall not exceed 11,111 gallons per minute at any time and shall be limited to the minimum magnitude and duration to meet water demands.	ITP Condition # 7.2	Entire Project	Permittee	
27	No Diversion without Fish Screens. Permittee shall not divert water at any time without the CDFW-approved fish screen installed and fully operational.	ITP Condition # 7.3	Entire Project	Permittee	
28	Implement Fish Screen Operations and Evaluation Plans. Permittee shall implement the operation and maintenance plan and the post-construction evaluation plan according to the plans as approved by CDFW.	ITP Condition # 7.4	Entire Project	Permittee	

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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
29	Screen Monitoring Study Plan. By August 1, 2021, and every three years subsequently, Permittee shall submit an updated study plan to CDFW for approval. The purpose of the study plan shall be to monitor the diversion to determine its efficiency at screening screenable size fish and the potential diversion rate of all species, with an emphasis on Covered Species of fish, either adults, juveniles, and larvae at the current Permittee intake. CDFW shall provide written comments and requested changes, if any, regarding the adequacy of the submitted study plan and its elements by September 1 of each year in which an updated study plan is submitted. If CDFW has comments or requested changes, Permittee shall resubmit a revised study plan that addresses CDFW's comments and requests by October 1. This study plan must be acceptable to and must be approved by CDFW prior to November 1 of each year in which an updated study plan is submitted. Permittee shall not be in violation of this provision if CDFW does not respond in writing regarding the acceptability of the latest study plan in accordance with this schedule. provided Permittee is implementing and adhering to the latest study plan submitted to CDFW. This study shall begin by March 1 and shall continue until June 30 unless an alternative schedule is agreed to by CDFW. Permittee shall submit a summary of the results of each study to CDFW in accordance with the schedule contained within the approved study plan. Permittee shall conduct fish sampling techniques and handling procedures in a manner that minimizes mortality to the Covered Species. Permittee shall coordinate with ongoing Interagency Ecological Program (IEP) and make the Project monitoring data available to IEP upon IEP's request.	ITP Condition # 7.5	By August 1, 2021 and Every Three Years Thereafter	Permittee	
30	Altering of Screen Device. If there are any significant changes made to the fish screen device, the City of Antioch shall conduct two consecutive years of sampling data to evaluate if the proposed changes had any impact on the effectiveness of the fish screen device. This study plan shall be submitted to CDFW for our review and approval prior to implementation of the proposed monitoring. If you do not hear back from CDFW within 30 working days, you may proceed with your proposed monitoring plan as submitted.	ITP Condition # 7.6	Entire Project	Permittee	
31	Disinfect Equipment Prior to Entry into Watercourses. To prevent spread of invasive aquatics and diseases, equipment to be used in watercourses including, but not limited to, boots, waders, hand tools and nets must be decontaminated with a minimum 5 percent chlorine solution for 2 minutes prior to entry into a watercourse. In addition, if a piece of equipment has been exposed or is suspected to have been exposed to areas harboring New Zealand mud snails then that equipment must be dried out for two weeks, frozen for 48 hours, or placed in 55 degrees Celsius water for 5 minutes.	ITP Condition # 7.7	Entire Project	Permittee	
32	Seasonal Work Restrictions on Covered Activities. All project-related in-stream work, excluding dewatered areas, shall be limited to the period between August 1 to November 30. Use of vibratory and impact (as necessary) drivers is restricted to the period between August 1 to November 30. HDD activities shall be limited to the period between June 15 through October 15. Covered activities in dewatered areas shall be done in a manner so that any hazardous substances or equipment and loose construction materials that could be washed away in an overlapping event can be removed within a 72-hours outside of period from October 15 to May 15 period. For purposes of this measure, in-stream work does not include equipment mobilization, materials transport, and cofferdam maintenance, dewatering, discharge or leak inspection.	ITP Condition # 7.8	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
33	Weather Work Restriction. The Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the Project Area. If 0.10 inches or more rain is predicted in the 24-hour forecast, no ground-disturbing activities shall occur on the Project site on the day the rain is predicted to occur. Unless otherwise authorized by CDFW, no work shall occur until 24 hours after rain has ceased.	ITP Condition # 7.9	Entire Project	Permittee	
34	Time of Day Work Restriction. Permittee shall terminate all Covered Activities 30 minutes before sunset and shall not resume Covered Activities until 30 minutes after sunrise unless otherwise authorized in writing by CDFW. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for the geographic area where the project is located.	ITP Condition # 7.10	Entire Project	Permittee	
35	On-Site Specialist. Permittee shall have on-site a person professionally trained in spill containment/clean up to implement spill control devices in the event a spill occurs.	ITP Condition # 7.11	Entire Project	Permittee	
36	Wet or Uncured Concrete within a non-dewatered Cofferdam. Permittee shall not allow wet or uncured concrete to enter into rivers or stream at any time. This Measure applies to "cofferdams" that have not been completely dewatered, with the exception of within the cofferdam with secondary containment casing, that fully isolates the concrete being poured from the surrounding waterway. If wet or uncured concrete is placed within non-dewatered cofferdam with secondary containment, water within the cofferdam will not be released into and/or allowed to intermingle with San Joaquin River without water quality testing to demonstrate that pH levels and dissolved oxygen concentrations are within acceptable range, consistent with background conditions (pH between 6 and 8 [pH units]; dissolved oxygen greater than 6 mg/L). If water quality within cofferdam exceeds these ranges, water will be pumped and treated and/or disposed of consistent with federal, State, and/or local regulations.	ITP Condition # 7.12	Entire Project	Permittee	
37	Seasonal Work Period. Construction activities within a lake or stream and associated wetlands and riparian corridors shall be conducted after August 1 and before November 30. If Permittee needs more time to complete Project activities, work may be authorized outside of the work period and extended on a week-by-week basis by CDFW representative, Jim Starr, or if unavailable, through contact with the CDFW Bay Delta Regional Office by mail or phone (707) 428-2002. Authorization shall be in the form of written communication. If Permittee requests a work period variance, Permittee shall submit such a request in writing to the CDFW Bay Delta Office. The request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance shall be issued at the discretion of CDFW. CDFW reserves the right to require additional measures to protect biological resources as a condition for granting the variance. CDFW shall have 10 business days to review the proposed work period variance.	ITP Condition # 7.13	Entire Project	Permittee	
38	Cofferdam Work Area. Precipitation forecasts and potential increases of river flow (i.e., San Joaquin River) shall be considered when planning construction activities within the cofferdam work area to avoid the potential for the release of materials or equipment into the river. Prior to departing the cofferdam work area each day, Contractor shall remove all non-fixed equipment and/or materials (not including pumps used for dewatering, as necessary) from the cofferdam work area and place in secured area.	ITP Condition # 7.14	Entire Project	Permittee	

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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
39	Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed.	ITP Condition # 7.15	Entire Project	Permittee	
40	No Equipment in Channel. With the exception of river barge, work vessels, and ancillary equipment for work in the San Joaquin River, no equipment shall be operated from within a flowing stream (including flowing or ponded water) at any time.	ITP Condition # 7.16	Entire Project	Permittee	
41	No New Project Phase without Erosion Control. No phase of the Project may be started if that phase and its associated erosion control measures cannot be completed prior to the onset of a storm event if that construction phase may cause the introduction of sediments into the stream. Erosion control measures shall be inspected frequently to minimize failure and conduct any necessary repairs. All non-structural related and non-biodegradable erosion control measures shall be removed from the Project area upon cessation of construction activities.	ITP Condition # 7.17	Entire Project	Permittee	
42	Stabilize Exposed Areas. Permittee shall stabilize all exposed/disturbed areas within the Project site to the greatest extent possible to reduce erosion potential, both during and following construction. Erosion control measures, such as, silt fences, straw hay bales, gravel, or rock-lined ditches, water check bars, and broadcasted straw shall be used wherever silt-laden water has the potential to leave the work site and enter State waters. Erosion control measures shall be monitored during and after each storm event. Modifications, repairs, and improvements to erosion control measures shall be made whenever they are needed.	ITP Condition # 7.18	Entire Project	Permittee	
43	Staging and Storage Areas. Construction equipment, building materials, fuels, lubricants, and solvents shall not be stockpiled or stored where they may be washed into State waters or where they will cover aquatic or riparian vegetation.	ITP Condition # 7.19	Entire Project	Permittee	
44	Equipment over Drip Pans. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream and riparian areas shall be positioned over drip-pans.	ITP Condition # 7.20	Entire Project	Permittee	
45	Check Equipment for Leaks. Any equipment or vehicles driven and/or operated adjacent to the stream and riparian corridor shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life, wildlife or riparian habitat. Vehicles shall be moved away from the stream prior to refueling and lubrication.	ITP Condition # 7.21	Entire Project	Permittee	
46	Hazardous Materials. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into State waters or their tributaries shall be contained in watertight containers or removed from the Project site.	ITP Condition # 7.22	Entire Project	Permittee	
47	Imported Materials. Permittee shall not import, take from or move any rock, gravel, and/or other materials within the San Joaquin River, its streambeds or banks except as otherwise addressed in this Permit.	ITP Condition # 7.23	Entire Project	Permittee	
48	Debris and Waste Disposal. Permittee shall not dump any litter or construction debris within the Project area. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site. Upon completion of operations and/or onset of wet weather, all construction material and/or debris shall be removed from the Project work site to an area not subject to inundation. All removed vegetation and debris shall be disposed of according to State and local laws and ordinances.	ITP Condition # 7.24	Entire Project	Permittee	

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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
49	<u>Spills.</u> Permittee shall not place spoil where it could enter State waters or other sensitive habitat, such as riparian, or place over vegetation except as specifically noticed to and accepted by CDFW, in writing. Spoil shall be hauled off-site or stockpiled in an upland location where it shall be covered with plastic sheeting or visquine whenever it is evident that rainy conditions threaten to erode loose soils into sensitive habitats.	ITP Condition # 7.25	Entire Project	Permittee	
50	<u>Vegetation Disturbance.</u> No disturbance or removal of vegetation, other than that specified in the Project description shall occur because of Project activities. Vegetation outside the construction corridor shall not be removed or damaged without prior consultation and approval of CDFW. Vegetation may be disturbed only as specified in this measure.	ITP Condition # 7.26	Entire Project	Permittee	
51	<u>Cofferdam Installation and Removal.</u> The Qualified Biologist and a Fisheries Biologist approved by CDFW (can be the same person) shall direct the installation, removal and dewatering efforts of all cofferdam structures. A Fisheries Biologist is defined under this Permit as someone that has a 4-year degree in fish biology or closely related field, has at least 2-years of experience in the handling of at least one of the special-status fish species that may be on-site, is in possession of appropriate State and Federal permits to handle the Covered Species, and has been provided written authorization from CDFW to act as a Fisheries Biologist under this Permit. The cofferdam installation shall be limited to the period between August 1 and November 30. During the period of active dewatering, the CDFW-approved Fisheries Biologist shall check daily for stranded aquatic life as the water level in the dewatering area drops and until active dewatering ceases. All stranded aquatic life in the dewatered areas shall be immediately relocated to habitat outside of harm's way. Cofferdams shall remain in place and functional during Covered Activities. Cofferdams that fail for any reason shall be repaired immediately. All materials used in cofferdam construction shall be removed from the project site once the coffer dams are no longer needed.	ITP Condition # 7.27	Entire Project	Permittee	
52	<u>Daily Cofferdam Checks.</u> The Qualified Biologist, Fisheries Biologist, or Biological Monitor shall check daily for stranded aquatic life in the dewatered areas prior to commencement of project activities each morning. If any fish is found within the dewatered area, then the biologist or monitor shall immediately stop work until the fish can be identified to species and relocated outside of harm's way by the Fisheries Biologist. Capture methods may include fish landing nets, dip nets, buckets and by hand.	ITP Condition # 7.28	Entire Project	Permittee	
53	<u>Cofferdam and Work Area Seepage.</u> If the area within a cofferdam requires periodic pumping of seepage, pumping will occur under direct supervision of qualified fisheries biologist approved by CDFW. Pumps will be located on barges adjacent to the areas being dewatered. Any turbid water pumped from dewatered areas will be discharged into an area protected by a turbidity curtain to prevent suspended sediment from being transported upstream or downstream. Alternatively, Permittee may place pumps in upland flat areas, away from the stream channel. Pumps placed in uplands shall be secured by tying off to a tree or staked in place to prevent movement by vibration. Pump intakes shall be fitted with fish screens meeting CDFW criteria to prevent entrainment or impingement of fish. CDFW fish screen criteria can be found online in Appendix S of the California Salmonid Stream Habitat Restoration Manual. Pump intakes shall be periodically checked for impingement of fish or amphibians that shall be relocated according to the approved measured outlined for each species below. Any turbid water pumped from the work site itself to maintain it in a dewatered state shall be disposed of in an upland location where it will not drain directly into any stream channel.	ITP Condition # 7.29	Entire Project	Permittee	
POST-CONSTRUCTION					

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	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
54	Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 6.7	Post-construction	Permittee	

ATTACHMENT 2A
DEPARTMENT OF FISH AND WILDLIFE
HABITAT MANAGEMENT LAND ACQUISITION PACKAGE CHECKLIST FOR PROJECT APPLICANTS

The following checklist is provided to inform you of what documents are necessary to expedite the Department of Fish and Wildlife (CDFW) processing of your Habitat Management Land acquisition proposal. Any land acquisition processing requests which are incomplete when received, will be returned. The Region contact will review and approve the document package and forward it to the Habitat Conservation Planning Branch Senior Land Agent with a request to process the land acquisition for formal acceptance.

To: _____
Regional Manager, Region Name

From: _____
Project Applicant

Phone: _____

Tracking #: _____
CDFW assigned permit or agreement #

Project Name: _____

Enclosed is the complete package for the ☐ Conservation Easement OR ☐ Grant Deed

Documents in this package include:

☐ Fully executed, approved as to form Conservation Easement Deed or Grant Deed with legal description stamped by a licensed surveyor. Date executed: _____

☐ Proposed Lands for Acquisition Form (PLFAF)

☐ Phase I Environmental Site Assessment Report Date on report: _____
(An existing report may be used, but it must be less than two years old.)

☐ Preliminary Title Report(s) for subject property is enclosed and has been reviewed for Encumbrances, including severed mineral estates, and other easements. The title report must be less than six months old when final processing is conducted.

Included are additional documents:

☐ document(s) to support title exceptions

☐ document(s) to explain title encumbrances

☐ a plot or map of easements/encumbrances on the property

☐ Policy of Title Insurance (an existing title policy is not acceptable)

☐ County Assessor Parcel Map(s) for subject property

☐ Site Location Map (Site location with property boundaries outline on a USGS 1:24,000 scale topo)

☐ Final Permit or Agreement (or other appropriate instrument)

Type of agreement: ☐ Bank Agreement ☐ Mitigation Agreement

☐ Permit _____ Other: _____
(write in type of permit)

☐ Final Management Plan (if required prior to finalizing permit or agreement or if this package is for a Grant Deed)

☐ Biological Resources Report

☐ Draft Summary of Transactions ☐ hard copy ☐ electronic copy (both are required)

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ATTACHMENT 2B



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
PROPOSED LANDS FOR ACQUISITION FORM ("PLFAF")

Date: _____

TO: Regional Representative

Facsimile:

 FROM: _____

Applicant proposes that the following parcel(s) of land be considered for approval by the California Department of Fish and Wildlife as suitable for purposes of habitat management lands to compensate the adverse environmental impacts of the Project:

<u>Section(s)</u>	<u>Township</u>	<u>Range</u>	<u>County</u>	<u>Acres</u>
-------------------	-----------------	--------------	---------------	--------------

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

Current Legal Owner(s), of the surface and mineral estates, include Assessor's Parcel Number(s):

General Description of Location of Parcel(s):

Land Value: \$

For Region Use Only

APPROVED ____

By: _____
Regional Manager's Signature

DATE: _____

REJECTED ____

Region: _____

Explanation: _____

[Financial institution letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. **[number issued by financial institution]**

Issue Date: **[date]**

Beneficiary:

California Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Contract Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the incidental take permit for the **[name of project]** issued by CDFW to the Applicant on **[date]** (No. **[number]**) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in Conditions **[numbers]** in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A, which is attached hereto, at our office located at **[name and address of financial institution]**.

6. The Certificate shall be completed and signed by an "Authorized Representative" of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation/Reduction, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An "Authorized Representative" shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW's Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.
17. This Credit shall, if not canceled, expire on [**expiration date**], or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[**Name of financial institution**]

By: _____

Name: _____

Title: _____

Telephone: _____

ATTACHMENT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. *[number issued by financial institution]*
CERTIFICATE FOR DRAWING

To:

[Name and address of financial institution]

Re: Incidental Take Permit No. *[permit number]*

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. *[Insert one of the following statements:* "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." *or* "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S. \$_____.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this Certificate as of the ____ day of *[month]*, *[year]*.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[Insert one of the following: "DIRECTOR" *or* "GENERAL COUNSEL" *or* "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" *or* "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

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ATTACHMENT B

IRREVOCABLE LETTER OF CREDIT NO. [**number issued by financial institution**]
CERTIFICATE FOR [**insert either: "CANCELLATION" or "REDUCTION"**]

To:

[**Name of financial institution and address**]

Re: Incidental Take Permit No. [**permit number**]

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [**Insert one of the following statements:** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "The Applicant has presented documentary evidence of compliance with the following Mitigation Requirement[(s)] referenced in paragraph 3 of the Credit: [**insert brief description of requirement(s) or requirement number(s) completed**]." **or** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. [**Insert one of the following statements:** "CDFW therefore requests the cancellation of the Credit." **or** "CDFW therefore requests a reduction in the Principal Sum in the amount of \$_____, thereby making the new Principal Sum \$_____."]

[**Insert one of the following statements:** "Therefore, CDFW has executed and delivered this Certificate for Cancellation as of the ____ day of [**month**], [**year**]." **or** "Therefore, CDFW has executed and delivered this Certificate for Reduction as of the ____ day of [**month**], [**year**]."]

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[**Insert one of the following:** "DIRECTOR" **or** "GENERAL COUNSEL" **or** "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" **or** "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

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State of California - Department of Fish and Wildlife
MITIGATION PAYMENT TRANSMITTAL FORM
 DFW 1057 (NEW 07/28/17)

Project Applicant Instructions: Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT.** Make sure to include Project Name, Project Tracking Number, and ASB Mitigation Tracking Number (if available) on the attached payment type.

1. DATE: _____ TO: _____ Regional Manager _____ Region Office Address	2. FROM: _____ Name _____ Mailing Address _____ City, State, Zip _____ Telephone Number/FAX Number
3. RE: _____ Project Name as appears on permit/agreement	

4. AGREEMENT/ACCOUNT INFORMATION: (check the applicable type)

☐ 2081 Permit ☐ Conservation Bank ☐ 2835 NCCP ☐ 1802 Agreement ☐ 1600 Agreement ☐ Other _____

_____ Project Tracking Number

5. PAYMENT TYPE (One check per form only): The following funds are being remitted in connection with the above referenced project:

Check information:

Total \$ _____ Check No. _____

Account No. _____ Bank Routing No. _____

a. Endowment: for Long-Term Management Subtotal \$ _____

b. Habitat Enhancement Subtotal \$ _____

c. Security:

1. Cash Refundable Security Deposit Subtotal \$ _____

2. Letter of Credit Subtotal \$ _____

1. Financial Institution: _____

2. Letter of Credit Number: _____


3. Date of Expiration: _____

ACCOUNTING OFFICE USE ONLY	
Description	FI\$Cal Coding
Speedchart (Project, Program, Reference, Fund)	
Reporting Structure	
Category	
Date Established: _____ By: _____	

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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: James D. Davis, City Treasurer 
SUBJECT: Treasurer's Report – May 2020

RECOMMENDED ACTION

It is recommended that the City Council receive and file the May 2020 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

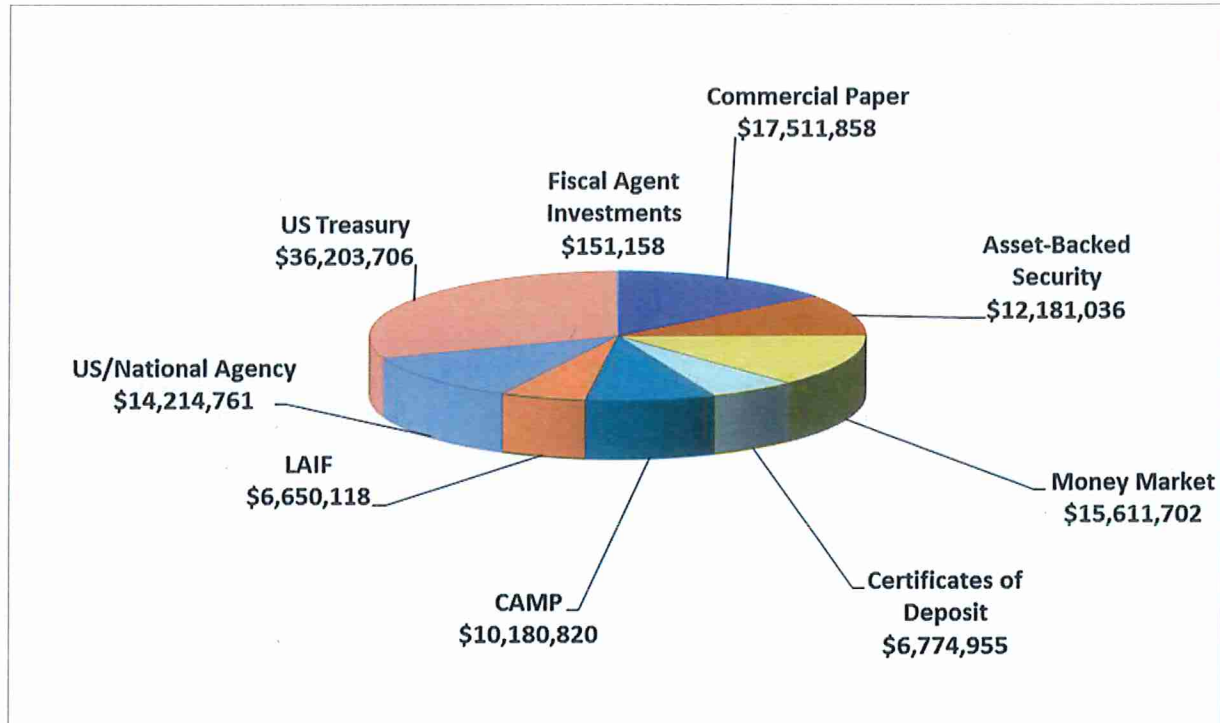
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided to comply with both reporting provisions of the Policy.

ATTACHMENT

A. Treasurer's Report


**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

May 31, 2020



Total of City and Fiscal Agent Investments = \$119,480,114

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


James D. Davis
Treasurer


Dawn Merchant
Finance Director

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

	<u>Amount</u>
Antioch Development Agency 2009 Tax Allocation Bonds	151,158
	<u>\$151,158</u>



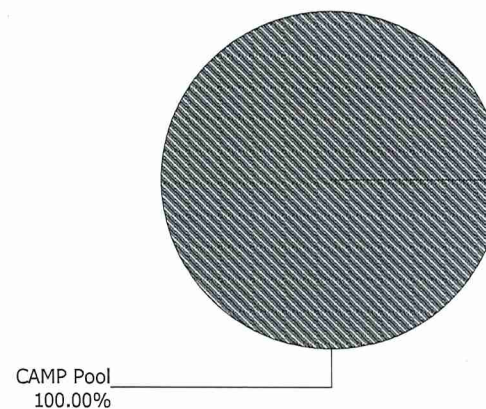
Account Statement - Transaction Summary

For the Month Ending **May 31, 2020**

City of Antioch - City of Antioch - 6090-001

CAMP Pool	
Opening Market Value	10,175,053.93
Purchases	5,765.92
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$10,180,819.85
Cash Dividends and Income	5,765.92

Asset Summary		
	May 31, 2020	April 30, 2020
CAMP Pool	10,180,819.85	10,175,053.93
Total	\$10,180,819.85	\$10,175,053.93
Asset Allocation		





Account Statement

For the Month Ending **May 31, 2020**

City of Antioch - City of Antioch - 6090-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					10,175,053.93
05/29/20	06/01/20	Accrual Income Div Reinvestment - Distributions	1.00	5,765.92	10,180,819.85
Closing Balance					10,180,819.85

	Month of May	Fiscal YTD July-May		
Opening Balance	10,175,053.93	10,017,658.40	Closing Balance	10,180,819.85
Purchases	5,765.92	163,161.45	Average Monthly Balance	10,175,611.92
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	0.67%
Check Disbursements	0.00	0.00		
Closing Balance	10,180,819.85	10,180,819.85		
Cash Dividends and Income	5,765.92	163,161.45		



Managed Account Summary Statement

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$88,800,092.51
Maturities/Calls	(143,324.93)
Principal Dispositions	(5,788,848.53)
Principal Acquisitions	5,878,315.05
Unsettled Trades	100,597.00
Change in Current Value	257,250.52
Closing Market Value	\$89,104,081.62

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	5,974,329.81
Coupon/Interest/Dividend Income	75,186.04
Principal Payments	143,324.93
Security Purchases	(6,101,049.95)
Net Cash Contribution	(91,790.83)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	105,698.57
Less Purchased Interest Related to Interest/Coupons	(8,160.60)
Plus Net Realized Gains/Losses	144,972.60
Total Cash Basis Earnings	\$242,510.57

Cash Balance

Closing Cash Balance	\$0.00
-----------------------------	---------------

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	86,886,314.82
Ending Accrued Interest	372,999.79
Plus Proceeds from Sales	5,818,499.80
Plus Proceeds of Maturities/Calls/Principal Payments	143,324.93
Plus Coupons/Dividends Received	75,186.04
Less Cost of New Purchases	(5,987,072.65)
Less Beginning Amortized Value of Securities	(86,702,615.11)
Less Beginning Accrued Interest	(314,030.49)
Total Accrual Basis Earnings	\$292,607.13



Portfolio Summary and Statistics

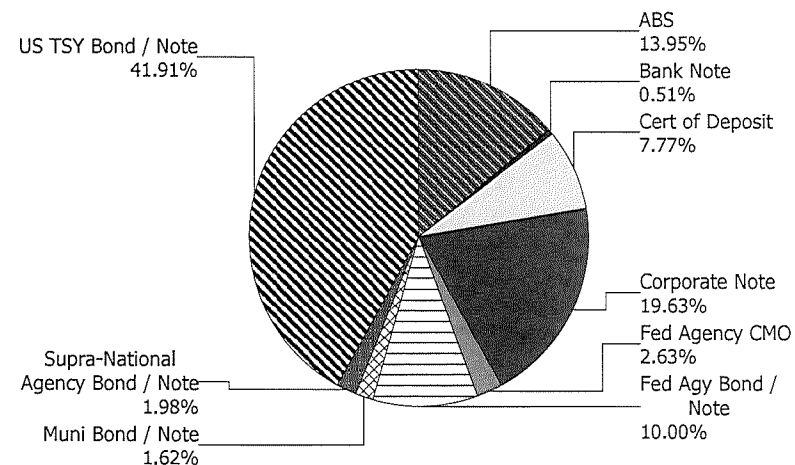
For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Account Summary

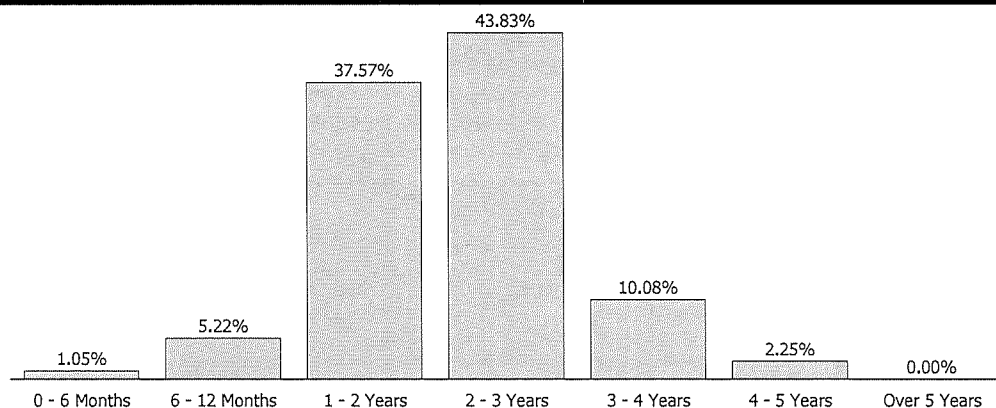
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	36,230,000.00	37,338,828.61	41.91
Supra-National Agency Bond / Note	1,730,000.00	1,762,434.19	1.98
Municipal Bond / Note	1,370,000.00	1,447,162.20	1.62
Federal Agency Collateralized Mortgage Obligation	2,284,868.15	2,345,442.72	2.63
Federal Agency Bond / Note	8,780,000.00	8,906,728.84	10.00
Corporate Note	16,985,000.00	17,487,730.16	19.63
Certificate of Deposit	6,775,000.00	6,926,955.39	7.77
Bank Note	425,000.00	456,781.08	0.51
Asset-Backed Security	12,182,149.68	12,432,018.43	13.95
Managed Account Sub-Total	86,762,017.83	89,104,081.62	100.00%
Accrued Interest		372,999.79	
Total Portfolio	86,762,017.83	89,477,081.41	

Sector Allocation



Unsettled Trades **100,000.00** **100,597.00**

Maturity Distribution



Characteristics

Yield to Maturity at Cost	2.09%
Yield to Maturity at Market	0.68%
Weighted Average Days to Maturity	794



Managed Account Issuer Summary

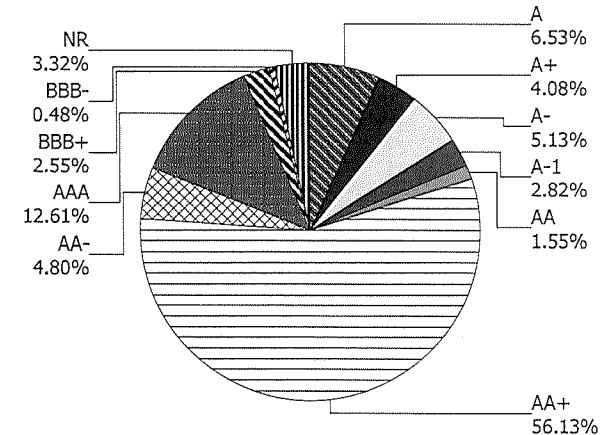
For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
3M COMPANY	438,057.98	0.49
ADOBE INC	335,722.08	0.38
ALLY AUTO RECEIVABLES TRUST	298,697.34	0.34
AMERICAN EXPRESS CO	456,751.35	0.51
AMERICAN HONDA FINANCE	816,386.70	0.92
APPLE INC	933,065.97	1.05
BANK OF AMERICA CO	723,220.13	0.81
BOEING COMPANY	430,238.10	0.48
BURLINGTON NORTHERN SANTA FE	293,576.51	0.33
CALIFORNIA ST	859,838.20	0.96
CAPITAL ONE FINANCIAL CORP	818,445.36	0.92
CAPITAL ONE PRIME AUTO REC TRUST	236,208.07	0.27
CARMAX AUTO OWNER TRUST	1,162,369.61	1.30
CATERPILLAR INC	900,173.30	1.01
CHARLES SCHWAB	359,184.00	0.40
CHEVRON CORPORATION	588,061.97	0.66
CITIGROUP INC	661,856.50	0.74
CLOROX COMPANY	367,681.65	0.41
COMCAST CORP	331,635.00	0.37
CREDIT AGRICOLE SA	790,028.03	0.89
DEERE & COMPANY	286,700.15	0.32
DISCOVER FINANCIAL SERVICES	339,483.94	0.38
DNB ASA	907,246.38	1.02
EXXON MOBIL CORP	617,576.26	0.69
FANNIE MAE	4,209,809.97	4.72
FEDERAL HOME LOAN BANKS	1,634,673.60	1.83
FIFTH THIRD AUTO TRUST	291,983.90	0.33
FORD CREDIT AUTO LEASE TRUST	631,571.73	0.71
FORD CREDIT AUTO OWNER TRUST	646,994.57	0.73
FREDDIE MAC	5,407,687.99	6.07
GENERAL DYNAMICS CORP	350,006.15	0.39
GM FINANCIAL AUTO LEASING TRUST	414,879.01	0.47

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL SECURITIZED TERM	916,365.16	1.03
GOLDMAN SACHS GROUP INC	407,056.80	0.46
HARLEY-DAVIDSON MOTORCYCLE TRUST	599,906.12	0.67
HERSHEY COMPANY	287,492.80	0.32
HOME DEPOT INC	236,568.38	0.27
HONDA AUTO RECEIVABLES	1,075,747.85	1.21
HONEYWELL INTERNATIONAL	170,831.93	0.19
HYUNDAI AUTO RECEIVABLES	753,092.78	0.85
IBM CORP	333,689.20	0.37
INTER-AMERICAN DEVELOPMENT BANK	667,675.96	0.75
INTL BANK OF RECONSTRUCTION AND DEV	1,094,758.23	1.23
JP MORGAN CHASE & CO	829,064.80	0.93
MERCEDES-BENZ AUTO LEASE TRUST	686,672.90	0.77
MITSUBISHI UFJ FINANCIAL GROUP INC	790,741.80	0.89
MORGAN STANLEY	744,767.48	0.84
NATIONAL RURAL UTILITIES CO FINANCE CORP	482,106.25	0.54
NISSAN AUTO LEASE TRUST	297,477.97	0.33
NISSAN AUTO RECEIVABLES	1,329,349.55	1.49
NORDEA BANK AB	824,565.60	0.93
PACCAR FINANCIAL CORP	588,604.72	0.66
PEPSICO INC	216,824.92	0.24
PFIZER INC	703,863.72	0.79
PNC FINANCIAL SERVICES GROUP	456,781.08	0.51
ROYAL BANK OF CANADA	978,010.75	1.10
SKANDINAVISKA ENSKILDA BANKEN AB	824,744.00	0.93
SOCIETE GENERALE	877,983.75	0.99
STATE OF CONNECTICUT	100,597.00	0.11
STATE OF WASHINGTON	486,727.00	0.55
SUMITOMO MITSUI FINANCIAL GROUP INC	177,140.08	0.20
SWEDBANK AB	756,495.00	0.85
THE BANK OF NEW YORK MELLON CORPORATION	644,515.53	0.72
THE WALT DISNEY CORPORATION	219,481.46	0.25
TOYOTA MOTOR CORP	1,186,045.72	1.33



Managed Account Issuer Summary

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
TRUIST FIN CORP	834,783.20	0.94
UNITED PARCEL SERVICE INC	445,761.80	0.50
UNITED STATES TREASURY	37,338,828.61	41.89
US BANCORP	420,174.14	0.47
VERIZON OWNER TRUST	787,715.73	0.88
VOLKSWAGEN AUTO LEASE TURST	219,585.83	0.25
VOLKSWAGEN OF AMERICA	596,825.95	0.67
WAL-MART STORES INC	174,848.57	0.20
Total	\$89,104,081.62	100.00%



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	550,000.00	AA+	Aaa	10/02/18	10/04/18	547,916.02	2.89	4,446.09	549,123.37	566,843.75
US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	605,000.00	AA+	Aaa	09/12/18	09/14/18	604,031.06	2.81	4,890.69	604,600.06	623,528.13
US TREASURY NOTES DTD 10/31/2014 2.000% 10/31/2021	912828F96	1,600,000.00	AA+	Aaa	11/02/18	11/02/18	1,556,375.00	2.96	2,782.61	1,579,383.80	1,641,000.00
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	2,125,000.00	AA+	Aaa	11/08/19	11/12/19	2,107,070.31	1.69	2,309.78	2,112,107.58	2,157,206.93
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	3,000,000.00	AA+	Aaa	09/17/19	09/18/19	2,968,593.75	1.76	3,260.87	2,979,021.92	3,045,468.60
US TREASURY NOTES DTD 01/15/2019 2.500% 01/15/2022	9128285V8	2,300,000.00	AA+	Aaa	01/29/19	01/31/19	2,296,675.78	2.55	21,799.45	2,298,174.76	2,386,250.00
US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	3,425,000.00	AA+	Aaa	01/07/19	01/09/19	3,362,654.30	2.50	21,523.87	3,391,038.88	3,521,328.13
US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	2,800,000.00	AA+	Aaa	03/01/19	03/05/19	2,796,937.50	2.54	20,576.92	2,798,227.27	2,910,687.36
UNITED STATES TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	1,050,000.00	AA+	Aaa	05/01/19	05/03/19	1,050,738.28	2.23	3,033.81	1,050,467.76	1,090,687.50
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	800,000.00	AA+	Aaa	07/01/19	07/03/19	802,718.75	1.76	5,027.47	801,910.87	829,250.00
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	3,375,000.00	AA+	Aaa	06/03/19	06/05/19	3,377,768.55	1.85	21,209.65	3,376,898.57	3,498,398.44
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,350,000.00	AA+	Aaa	08/02/19	08/05/19	1,347,310.55	1.69	5,543.99	1,348,032.05	1,393,664.13
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,700,000.00	AA+	Aaa	10/03/19	10/04/19	1,713,945.31	1.34	6,981.32	1,710,780.70	1,754,984.46
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	450,000.00	AA+	Aaa	12/20/19	12/20/19	446,343.75	1.67	794.57	446,925.91	462,656.25



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	1,000,000.00	AA+	Aaa	10/31/19	11/04/19	996,289.06	1.50	1,765.71	997,013.31	1,028,125.00
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	3,150,000.00	AA+	Aaa	12/02/19	12/04/19	3,127,851.56	1.63	5,561.99	3,131,662.96	3,238,593.75
UNITED STATES TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	1,200,000.00	AA+	Aaa	02/03/20	02/05/20	1,205,906.25	1.33	6,824.18	1,205,263.43	1,241,250.00
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,500,000.00	AA+	Aaa	01/02/20	01/06/20	1,506,093.75	1.61	8,798.08	1,505,294.66	1,562,109.30
UNITED STATES TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	4,250,000.00	AA+	Aaa	03/02/20	03/04/20	4,323,876.96	0.78	17,178.06	4,317,777.66	4,386,796.88
Security Type Sub-Total		36,230,000.00					36,139,096.49	1.87	164,309.11	36,203,705.52	37,338,828.61
Supra-National Agency Bond / Note											
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	1,065,000.00	AAA	Aaa	07/18/18	07/25/18	1,062,507.90	2.83	10,413.33	1,064,050.09	1,094,758.23
INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	64.65	664,781.54	667,675.96
Security Type Sub-Total		1,730,000.00					1,727,281.80	1.95	10,477.98	1,728,831.63	1,762,434.19
Municipal Bond / Note											
CA ST TXBL GO BONDS DTD 04/25/2018 2.800% 04/01/2021	13063DGA0	845,000.00	AA-	Aa2	04/18/18	04/25/18	845,033.80	2.80	3,943.33	845,009.59	859,838.20
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	A	A1	05/29/20	06/11/20	100,597.00	1.80	0.00	100,597.00	100,597.00
WA ST T/E GO BONDS DTD 04/29/2020 5.000% 07/01/2023	93974EHJ8	425,000.00	AA+	Aaa	04/23/20	04/29/20	477,517.25	1.03	1,888.89	476,020.64	486,727.00



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		1,370,000.00					1,423,148.05	2.13	5,832.22	1,421,627.23	1,447,162.20
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	280,011.97	AA+	Aaa	04/11/18	04/30/18	285,581.68	2.93	830.70	282,098.33	282,408.44
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	AA+	Aaa	03/13/19	03/18/19	374,533.45	2.76	848.75	374,709.15	384,215.42
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	360,000.00	AA+	Aaa	06/12/19	06/17/19	361,321.88	2.23	706.50	360,905.07	371,020.77
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	AA+	Aaa	08/13/19	08/16/19	381,210.94	1.98	784.38	379,675.41	389,569.41
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	217,041.56	AA+	Aaa	09/11/19	09/16/19	218,393.94	2.08	412.38	218,095.08	222,935.41
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	287,509.59	AA+	Aaa	09/04/19	09/09/19	291,276.26	1.86	546.27	290,426.44	295,317.02
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	217,783.55	AA+	Aaa	12/07/18	12/17/18	217,782.89	3.20	581.30	217,783.10	222,923.24
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FO3V3	172,521.48	AA+	Aaa	11/20/19	11/26/19	172,517.35	2.09	300.76	172,517.81	177,053.01
Security Type Sub-Total		2,284,868.15					2,302,618.39	2.38	5,011.04	2,296,210.39	2,345,442.72
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANKS NOTES DTD 10/12/2018 3.000% 10/12/2021	3130AF5B9	1,575,000.00	AA+	Aaa	11/02/18	11/02/18	1,573,866.00	3.03	6,431.25	1,574,474.67	1,634,673.60
FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	800,000.00	AA+	Aaa	01/09/19	01/11/19	799,424.00	2.65	8,166.67	799,690.45	830,972.80
FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	800,000.00	AA+	Aaa	01/29/19	01/31/19	800,208.00	2.62	8,166.67	800,113.86	830,972.80
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	2,200,000.00	AA+	Aaa	04/17/20	04/20/20	2,194,500.00	0.46	939.58	2,194,710.96	2,204,483.60



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	1,655,000.00	AA+	Aaa	05/05/20	05/07/20	1,654,304.90	0.39	413.75	1,654,320.80	1,658,422.54
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04O3	1,750,000.00	AA+	Aaa	05/20/20	05/22/20	1,744,732.50	0.35	109.38	1,744,780.61	1,747,203.50
Security Type Sub-Total		8,780,000.00					8,767,035.40	1.30	24,227.30	8,768,091.35	8,906,728.84
Corporate Note											
AMERICAN EXPRESS CO CORP NOTES DTD 02/22/2019 3.000% 02/22/2021	025816CB3	450,000.00	BBB+	A3	02/19/19	02/22/19	449,550.00	3.05	3,712.50	449,836.25	456,751.35
NATIONAL RURAL UTIL COOP NOTE DTD 02/26/2018 2.900% 03/15/2021	63743HER9	300,000.00	A	A2	02/21/18	02/26/18	299,667.00	2.94	1,836.67	299,914.13	305,257.20
UNITED PARCEL SERVICE CORPORATE BOND DTD 11/14/2017 2.050% 04/01/2021	911312BP0	440,000.00	A-	A2	11/09/17	11/14/17	439,304.80	2.10	1,503.33	439,817.74	445,761.80
MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	350,000.00	BBB+	A3	02/13/18	02/15/18	344,120.00	3.06	972.22	348,359.07	355,673.85
HERSHEY COMPANY CORP NOTES DTD 05/10/2018 3.100% 05/15/2021	427866BA5	280,000.00	A	A1	05/03/18	05/10/18	279,806.80	3.12	385.78	279,938.93	287,492.80
CHARLES SCHWAB CORP NOTES DTD 05/22/2018 3.250% 05/21/2021	808513AW5	350,000.00	A	A2	05/17/18	05/22/18	349,989.50	3.25	315.97	349,996.61	359,184.00
WAL-MART STORES INC CORP NOTES DTD 06/27/2018 3.125% 06/23/2021	931142EJ8	170,000.00	AA	Aa2	06/20/18	06/27/18	169,991.50	3.13	2,331.60	169,996.99	174,848.57
BOEING CO DTD 07/31/2019 2.300% 08/01/2021	097023CL7	130,000.00	BBB-	Baa2	07/29/19	07/31/19	129,994.80	2.30	996.67	129,996.97	130,193.70
CATERPILLAR FINANCIAL SERVICES CORP CORP DTD 09/07/2018 3.150% 09/07/2021	14913O2N8	205,000.00	A	A3	09/04/18	09/07/18	204,842.15	3.18	1,506.75	204,933.32	211,418.35
3M COMPANY DTD 09/14/2018 3.000% 09/14/2021	88579YBA8	175,000.00	A+	A1	09/11/18	09/14/18	174,641.25	3.07	1,122.92	174,846.16	179,796.23



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BURLINGTN NORTH SANTA FE CORP NOTES DTD 08/22/2011 3.450% 09/15/2021	12189LAF8	285,000.00	A+	A3	08/09/19	08/13/19	292,105.05	2.22	2,075.75	289,380.21	293,576.51
PFIZER INC CORP NOTE DTD 09/07/2018 3.000% 09/15/2021	717081EM1	450,000.00	AA-	A1	09/04/18	09/07/18	449,392.50	3.05	2,850.00	449,740.82	464,652.45
BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	275,000.00	A-	A2	09/22/17	09/26/17	274,560.00	2.37	1,067.00	274,853.83	274,324.88
BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	450,000.00	A-	A2	09/13/17	09/18/17	450,000.00	2.33	1,746.00	450,000.00	448,895.25
BOEING COMPANY NOTE DTD 10/31/2014 2.350% 10/30/2021	097023BG9	300,000.00	BBB-	Baa2	05/21/19	05/23/19	296,922.00	2.79	607.08	298,217.45	300,044.40
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	350,000.00	BBB+	A3	01/15/19	01/17/19	343,633.50	3.57	4,877.64	346,653.97	359,642.50
AMERICAN HONDA FINANCE CORP NOTES DTD 10/10/2018 3.375% 12/10/2021	02665WCP4	250,000.00	A-	A3	10/03/18	10/10/18	249,880.00	3.39	4,007.81	249,942.23	257,548.75
TOYOTA MOTOR CREDIT CORP BONDS DTD 01/09/2017 2.600% 01/11/2022	89236TDP7	345,000.00	A+	A1	12/28/18	12/31/18	339,172.95	3.19	3,488.33	341,899.61	354,004.16
NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022	63743HET5	175,000.00	A	A2	01/22/20	02/05/20	174,846.00	1.79	986.81	174,871.16	176,849.05
PACCAR FINANCIAL CORP NOTE DTD 03/01/2019 2.850% 03/01/2022	69371RP75	170,000.00	A+	A1	02/22/19	03/01/19	169,850.40	2.88	1,211.25	169,912.92	175,551.52
HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022	437076BV3	225,000.00	A	A2	11/27/18	12/06/18	224,383.50	3.34	1,828.13	224,666.95	236,568.38
3M COMPANY BONDS DTD 02/22/2019 2.750% 03/01/2022	88579YBF7	250,000.00	A+	A1	02/12/19	02/22/19	249,882.50	2.77	1,718.75	249,932.04	258,261.75
EXXON MOBIL CORP (CALLABLE) NOTE DTD 03/06/2015 2.397% 03/06/2022	30231GAJ1	375,000.00	AA	Aa1	11/26/18	11/28/18	363,615.00	3.38	2,122.34	368,868.88	386,785.88
PFIZER INC CORP BONDS DTD 03/11/2019 2.800% 03/11/2022	717081ER0	230,000.00	AA-	A1	03/04/19	03/11/19	229,986.20	2.80	1,431.11	229,991.84	239,211.27



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	105,000.00	A+	A1	07/24/19	07/26/19	107,086.35	2.22	665.00	106,392.39	108,934.04
US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	300,000.00	A+	A1	07/24/19	07/26/19	305,925.00	2.22	1,900.00	303,954.22	311,240.10
JOHN DEERE CAPITAL CORP DTD 03/07/2019 2.950% 04/01/2022	24422EUT4	275,000.00	A	A2	03/04/19	03/07/19	274,868.00	2.97	1,352.08	274,921.22	286,700.15
GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	400,000.00	BBB+	A3	02/13/19	02/15/19	395,608.00	3.36	1,166.67	397,385.89	407,056.80
PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	400,000.00	A+	A1	05/03/19	05/10/19	399,784.00	2.67	618.33	399,860.47	413,053.20
APPLE INC CORP NOTES DTD 05/13/2015 2.700% 05/13/2022	037833BF6	400,000.00	AA+	Aa1	06/12/19	06/14/19	405,032.00	2.25	540.00	403,362.55	418,399.60
MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022	61744YAH1	375,000.00	BBB+	A3	04/05/19	04/09/19	372,513.75	2.97	343.75	373,430.77	389,093.63
BRANCH BANKING & TRUST CORP NOTES DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	800,000.00	A-	A3	03/11/19	03/18/19	799,976.00	3.05	10,912.22	799,984.89	834,783.20
AMERICAN HONDA FINANCE DTD 06/27/2019 2.200% 06/27/2022	02665WCY5	550,000.00	A-	A3	06/24/19	06/27/19	549,494.00	2.23	5,176.11	549,650.97	558,837.95
IBM CORP NOTES DTD 07/30/2012 1.875% 08/01/2022	459200HG9	325,000.00	A	A2	10/30/19	11/01/19	323,966.50	1.99	2,031.25	324,185.76	333,689.20
HONEYWELL INTERNATIONAL (CALLABLE) NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	165,000.00	A	A2	07/30/19	08/08/19	164,833.35	2.19	1,113.52	164,878.66	170,831.93
BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022	06406RAK3	175,000.00	A	A1	09/03/19	09/05/19	175,483.00	1.85	928.96	175,362.58	180,467.88
BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022	06406RAK3	250,000.00	A	A1	08/20/19	08/23/19	249,920.00	1.96	1,327.08	249,940.66	257,811.25



Managed Account Detail of Securities Held

For the Month Ending May 31, 2020

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.650% 09/01/2022	254687FJ0	215,000.00	A-	A2	09/03/19	09/06/19	214,533.45	1.72	886.88	214,648.48	219,481.46
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	1491303A5	420,000.00	A	A3	09/03/19	09/06/19	419,416.20	1.95	1,884.17	419,559.49	431,029.20
APPLE INC DTD 09/11/2019 1.700% 09/11/2022	037833DL1	225,000.00	AA+	Aa1	09/04/19	09/11/19	224,961.75	1.71	850.00	224,970.96	231,988.73
CLOROX COMPANY CORP NOTE (CALLABLE) DTD 09/13/2012 3.050% 09/15/2022	189054AT6	350,000.00	A-	Baa1	05/07/20	05/11/20	366,002.00	1.07	2,253.61	365,562.73	367,681.65
CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	1491303C1	250,000.00	A	A3	01/09/20	01/13/20	249,885.00	1.97	176.04	249,900.48	257,725.75
BANK OF NY MELLON CORP DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	200,000.00	A	A1	01/21/20	01/28/20	199,860.00	1.87	1,264.17	199,875.98	206,236.40
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A	A2	01/22/20	02/03/20	99,863.00	1.75	557.22	99,877.90	103,299.10
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	225,000.00	A	A2	01/23/20	02/03/20	224,948.25	1.71	1,253.75	224,953.88	232,422.98
JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	800,000.00	A-	A2	03/15/19	03/22/19	800,000.00	3.21	4,276.00	800,000.00	829,064.80
EXXON MOBIL CORPORATION CORPORATE NOTES DTD 04/15/2020 1.571% 04/15/2023	30231GBL5	225,000.00	AA	Aa1	05/11/20	05/13/20	227,902.50	1.12	451.66	227,850.82	230,790.38
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	215,000.00	A+	A1	04/29/20	05/01/20	214,574.30	0.82	134.38	214,586.35	216,824.92
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	AA	Aa2	05/07/20	05/11/20	130,000.00	1.14	82.41	130,000.00	132,032.29
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	280,000.00	AA+	Aa1	05/04/20	05/11/20	279,238.40	0.84	116.67	279,253.01	282,677.64



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	A	A2	05/11/20	05/13/20	347,642.75	1.02	487.50	347,239.55	350,006.15
CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023	166764AH3	425,000.00	AA	Aa2	02/25/20	02/27/20	446,560.25	1.62	5,914.43	444,871.69	456,029.68
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	500,000.00	A+	A1	05/20/20	05/26/20	499,815.00	1.36	93.75	499,815.94	503,396.50
COMCAST CORP CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	1,418.33	328,257.34	331,635.00
CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	237.71	300,000.00	302,214.00
Security Type Sub-Total		16,985,000.00					17,048,507.20	2.42	95,116.06	17,061,103.71	17,487,730.16
Certificate of Deposit											
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 10/18/2018 3.390% 10/16/2020	86565BPC9	175,000.00	A-1	P-1	10/16/18	10/18/18	174,762.00	3.45	758.04	174,955.27	177,140.08
SWEDBANK (NEW YORK) CERT DEPOS DTD 05/18/2020 2.270% 11/16/2020	87019U6D6	750,000.00	A-1	P-1	11/16/17	11/17/17	750,000.00	0.00	662.08	750,000.00	756,495.00
MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021	55379WZT6	775,000.00	A-1	P-1	02/27/19	02/28/19	775,000.00	2.94	6,138.00	775,000.00	790,741.80
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	775,000.00	A-1	P-1	04/03/19	04/04/19	775,000.00	2.83	3,411.72	775,000.00	790,028.03
ROYAL BANK OF CANADA NY CD DTD 06/08/2018 3.240% 06/07/2021	78012UEE1	950,000.00	AA-	Aa2	06/07/18	06/08/18	950,000.00	3.24	14,877.00	950,000.00	978,010.75
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	875,000.00	A	A1	02/14/20	02/19/20	875,000.00	1.80	4,462.50	875,000.00	877,983.75
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	800,000.00	AA-	Aa3	08/27/19	08/29/19	800,000.00	1.84	3,946.67	800,000.00	824,565.60



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	800,000.00	A+	Aa2	08/29/19	09/03/19	800,000.00	1.85	3,968.00	800,000.00	824,744.00
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	AA-	Aa2	12/04/19	12/06/19	875,000.00	2.03	8,825.83	875,000.00	907,246.38
Security Type Sub-Total		6,775,000.00					6,774,762.00	2.14	47,049.84	6,774,955.27	6,926,955.39
Bank Note											
PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	A	A2	03/06/20	03/10/20	454,818.00	1.28	7,148.26	450,754.13	456,781.08
Security Type Sub-Total		425,000.00					454,818.00	1.28	7,148.26	450,754.13	456,781.08
Asset-Backed Security											
GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	140,948.83	AAA	Aaa	09/18/18	09/26/18	140,937.69	3.18	136.96	140,944.54	141,746.25
ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	12,683.65	AAA	Aaa	05/16/17	05/24/17	12,682.32	1.74	9.81	12,683.25	12,691.73
MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	680,605.71	AAA	NR	11/15/18	11/20/18	680,590.47	3.21	971.00	680,598.74	686,672.90
FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	295,807.73	NR	Aaa	09/18/18	09/21/18	295,782.74	3.19	419.39	295,795.84	297,304.96
GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	270,000.00	AAA	Aaa	02/13/19	02/21/19	269,957.61	2.99	245.85	269,976.73	273,132.76
FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	330,000.00	AAA	NR	02/20/19	02/25/19	329,974.19	2.90	425.33	329,984.34	334,266.77
HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	102,103.76	AAA	Aaa	04/10/18	04/18/18	102,088.39	2.79	126.61	102,096.08	103,181.67
NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	295,000.00	AAA	Aaa	07/16/19	07/24/19	294,983.24	2.27	297.62	294,988.07	297,477.97



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	AAA	NR	10/01/19	10/04/19	219,996.52	1.99	133.77	219,997.25	219,585.83
HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	300,000.00	AAA	Aaa	12/04/18	12/12/18	299,996.40	3.20	426.67	299,997.72	306,386.43
HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	740,000.00	AAA	Aaa	11/20/18	11/28/18	739,889.37	3.16	1,039.29	739,929.77	759,112.79
TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	320,000.00	AAA	Aaa	10/31/18	11/07/18	319,930.78	3.19	452.27	319,955.70	328,645.06
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	120,000.00	AAA	NR	02/19/19	02/27/19	119,996.78	2.83	122.63	119,997.78	123,438.42
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	585,000.00	AAA	Aaa	11/15/18	11/21/18	584,975.43	3.25	580.94	584,983.94	596,825.95
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	335,000.00	AAA	NR	04/03/19	04/10/19	334,955.91	2.66	396.04	334,967.98	343,524.68
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	340,000.00	AAA	NR	07/18/18	07/25/18	339,953.66	3.13	472.98	339,971.23	346,042.34
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	775,000.00	AAA	Aaa	12/04/18	12/12/18	774,851.51	3.22	1,109.11	774,899.95	798,130.81
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	AAA	Aaa	08/20/19	08/27/19	189,998.42	1.78	150.31	189,998.72	193,196.64
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	280,000.00	NR	Aaa	02/05/19	02/13/19	279,966.18	2.91	362.13	279,975.75	286,005.61
CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	285,000.00	AAA	NR	10/17/18	10/24/18	284,997.38	3.36	425.60	284,998.24	293,272.67
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	630,000.00	NR	Aaa	03/19/19	03/22/19	629,893.97	2.78	778.40	629,922.26	646,994.57
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	515,000.00	NR	Aaa	02/05/19	02/13/19	514,921.98	2.90	663.78	514,943.67	531,218.74



Managed Account Detail of Securities Held

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	230,000.00	AAA	Aaa	05/21/19	05/30/19	229,953.40	2.51	256.58	229,963.92	236,208.07
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	445,000.00	NR	Aaa	01/08/19	01/16/19	444,950.74	2.97	550.69	444,964.75	455,952.61
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	285,000.00	AAA	Aaa	04/30/19	05/08/19	284,937.36	2.65	334.40	284,951.88	291,983.90
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	400,000.00	NR	Aaa	06/19/19	06/26/19	399,969.04	2.34	416.00	399,975.27	401,209.16
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	450,000.00	AAA	Aaa	04/09/19	04/17/19	449,963.37	2.65	496.88	449,971.89	460,412.55
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	265,000.00	AAA	NR	04/09/19	04/17/19	264,972.92	2.68	315.64	264,979.12	271,339.20
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	AAA	NR	10/01/19	10/08/19	554,957.21	1.94	328.99	554,963.33	567,482.95
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	AAA	Aaa	01/21/20	01/29/20	214,974.82	1.85	121.53	214,976.73	220,232.78
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	AAA	NR	08/28/19	09/05/19	799,798.56	1.73	611.56	799,828.68	818,445.36
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	AAA	Aaa	01/21/20	01/29/20	199,956.38	1.87	166.22	199,959.52	198,696.96
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	NR	Aaa	10/24/19	10/31/19	329,929.12	1.89	277.20	329,937.50	339,483.94
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	AAA	NR	01/14/20	01/22/20	244,951.93	1.89	205.80	244,955.45	251,715.40
Security Type Sub-Total		12,182,149.68					12,180,635.79	2.71	13,827.98	12,181,035.59	12,432,018.43
Managed Account Sub-Total		86,762,017.83					86,817,903.12	2.07	372,999.79	86,886,314.82	89,104,081.62



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Securities Sub-Total	\$86,762,017.83	\$86,817,903.12	2.09%	\$372,999.79	\$86,886,314.82	\$89,104,081.62
Accrued Interest						\$372,999.79
Total Investments						\$89,477,081.41

Bolded items are forward settling trades.



Managed Account Security Transactions & Interest

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Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Realized G/L	Realized G/L	Sale	
Trade	Settle				Proceeds	Interest	Total	Cost	Amort Cost	Method
BUY										
04/29/20	05/01/20	PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	215,000.00	(214,574.30)	0.00	(214,574.30)			
05/04/20	05/11/20	APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	280,000.00	(279,238.40)	0.00	(279,238.40)			
05/05/20	05/07/20	FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	1,655,000.00	(1,654,304.90)	0.00	(1,654,304.90)			
05/07/20	05/11/20	CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	(130,000.00)	0.00	(130,000.00)			
05/07/20	05/11/20	CLOROX COMPANY CORP NOTE (CALLABLE) DTD 09/13/2012 3.050% 09/15/2022	189054AT6	350,000.00	(366,002.00)	(1,660.56)	(367,662.56)			
05/07/20	05/11/20	COMCAST CORP CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	(328,677.00)	(801.67)	(329,478.67)			
05/07/20	05/14/20	CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	(300,000.00)	0.00	(300,000.00)			
05/11/20	05/13/20	EXXON MOBIL CORPORATION CORPORATE NOTES DTD 04/15/2020 1.571% 04/15/2023	30231GBL5	225,000.00	(227,902.50)	(274.93)	(228,177.43)			
05/11/20	05/13/20	GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	(347,642.75)	(5,423.44)	(353,066.19)			
05/20/20	05/22/20	FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	1,750,000.00	(1,744,732.50)	0.00	(1,744,732.50)			
05/20/20	05/26/20	TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	500,000.00	(499,815.00)	0.00	(499,815.00)			
05/29/20	06/11/20	CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	(100,597.00)	0.00	(100,597.00)			
Transaction Type Sub-Total				6,130,000.00	(6,193,486.35)	(8,160.60)	(6,201,646.95)			
INTEREST										
05/01/20	05/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	0.00	784.38	784.38			



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Realized G/L	Realized G/L	Sale	
Trade	Settle				Proceeds	Interest	Total	Cost	Amort Cost	Method
INTEREST										
05/01/20	05/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	309,592.77	0.00	964.11	964.11			
05/01/20	05/25/20	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FO3V3	176,881.11	0.00	403.04	403.04			
05/01/20	05/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	531,589.78	0.00	1,296.97	1,296.97			
05/01/20	05/25/20	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	231,960.84	0.00	582.38	582.38			
05/01/20	05/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	0.00	848.75	848.75			
05/01/20	05/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	360,000.00	0.00	706.50	706.50			
05/10/20	05/10/20	PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	400,000.00	0.00	5,300.00	5,300.00			
05/13/20	05/13/20	APPLE INC CORP NOTES DTD 05/13/2015 2.700% 05/13/2022	037833BF6	400,000.00	0.00	5,400.00	5,400.00			
05/15/20	05/15/20	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	285,000.00	0.00	798.00	798.00			
05/15/20	05/15/20	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	400,000.00	0.00	780.00	780.00			
05/15/20	05/15/20	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	230,000.00	0.00	481.08	481.08			
05/15/20	05/15/20	COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	0.00	1,146.67	1,146.67			
05/15/20	05/15/20	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	285,000.00	0.00	627.00	627.00			
05/15/20	05/15/20	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	280,000.00	0.00	679.00	679.00			
05/15/20	05/15/20	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	515,000.00	0.00	1,244.58	1,244.58			
05/15/20	05/15/20	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	740,000.00	0.00	1,948.67	1,948.67			
05/15/20	05/15/20	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	335,000.00	0.00	742.58	742.58			



Managed Account Security Transactions & Interest

For the Month Ending May 31, 2020

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Realized G/L	Realized G/L	Sale	
Trade	Settle				Proceeds	Interest	Total	Cost	Amort Cost	Method
INTEREST										
05/15/20	05/15/20	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	300,000.00	0.00	800.00	800.00			
05/15/20	05/15/20	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	0.00	281.83	281.83			
05/15/20	05/15/20	MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	760,000.00	0.00	1,937.68	1,937.68			
05/15/20	05/15/20	FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	315,000.00	0.00	828.36	828.36			
05/15/20	05/15/20	HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	120,000.00	0.00	257.45	257.45			
05/15/20	05/15/20	ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	35,226.13	0.00	28.04	28.04			
05/15/20	05/15/20	HERSHEY COMPANY CORP NOTES DTD 05/10/2018 3.100% 05/15/2021	427866BA5	280,000.00	0.00	4,340.00	4,340.00			
05/15/20	05/15/20	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	295,000.00	0.00	558.04	558.04			
05/15/20	05/15/20	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	0.00	385.88	385.88			
05/15/20	05/15/20	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	320,000.00	0.00	848.00	848.00			
05/15/20	05/15/20	DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	0.00	519.75	519.75			
05/15/20	05/15/20	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	775,000.00	0.00	2,079.58	2,079.58			
05/15/20	05/15/20	GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	0.00	5,484.38	5,484.38			
05/15/20	05/15/20	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	630,000.00	0.00	1,459.50	1,459.50			
05/15/20	05/15/20	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	330,000.00	0.00	797.50	797.50			
05/15/20	05/15/20	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	0.00	311.67	311.67			
05/15/20	05/15/20	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	265,000.00	0.00	591.83	591.83			



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
05/15/20	05/15/20	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	340,000.00	0.00	886.83	886.83			
05/16/20	05/16/20	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	450,000.00	0.00	993.75	993.75			
05/16/20	05/16/20	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	445,000.00	0.00	1,101.38	1,101.38			
05/18/20	05/18/20	SWEDBANK (NEW YORK) CERT DEPOS DTD 05/18/2020 2.270% 11/16/2020	87019U6D6	750,000.00	0.00	8,607.08	8,607.08			
05/18/20	05/18/20	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	120,000.00	0.00	283.00	283.00			
05/18/20	05/18/20	CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	14913O3C1	250,000.00	0.00	1,692.71	1,692.71			
05/19/20	05/19/20	MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022	61744YAH1	375,000.00	0.00	5,156.25	5,156.25			
05/20/20	05/20/20	GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	270,000.00	0.00	670.50	670.50			
05/20/20	05/20/20	GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	202,341.23	0.00	408.84	408.84			
05/20/20	05/20/20	VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	0.00	364.83	364.83			
05/20/20	05/20/20	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	0.00	331.46	331.46			
05/20/20	05/20/20	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	585,000.00	0.00	1,584.38	1,584.38			
05/20/20	05/20/20	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	0.00	897.25	897.25			
05/21/20	05/21/20	CHARLES SCHWAB CORP NOTES DTD 05/22/2018 3.250% 05/21/2021	808513AW5	350,000.00	0.00	5,687.50	5,687.50			
05/24/20	05/24/20	INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	0.00	277.08	277.08			
Transaction Type Sub-Total				18,537,591.86	0.00	75,186.04	75,186.04			
PAYDOWNS										



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
PAYDOWNS											
	05/01/20	05/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	11,174.38	11,174.38	0.00	11,174.38	(69.63)	0.00	
	05/01/20	05/25/20	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	406.13	406.13	0.00	406.13	0.00	0.00	
	05/01/20	05/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	24,693.30	24,693.30	0.00	24,693.30	(491.17)	0.00	
	05/01/20	05/25/20	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FQ3V3	4,076.61	4,076.61	0.00	4,076.61	0.10	0.00	
	05/01/20	05/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	14,802.43	14,802.43	0.00	14,802.43	(193.92)	0.00	
	05/15/20	05/15/20	FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	15,801.13	15,801.13	0.00	15,801.13	1.34	0.00	
	05/15/20	05/15/20	HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022	44891KAD7	8,629.55	8,629.55	0.00	8,629.55	1.30	0.00	
	05/15/20	05/15/20	ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	6,651.19	6,651.19	0.00	6,651.19	0.69	0.00	
	05/15/20	05/15/20	MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	43,759.02	43,759.02	0.00	43,759.02	0.98	0.00	
	05/20/20	05/20/20	GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	13,331.19	13,331.19	0.00	13,331.19	1.05	0.00	
Transaction Type Sub-Total					143,324.93	143,324.93	0.00	143,324.93	(749.26)	0.00	
SELL											
	04/29/20	05/01/20	US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	150,000.00	154,968.75	861.26	155,830.01	4,845.70	4,914.74	FIFO
	05/04/20	05/11/20	US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	270,000.00	278,753.91	1,754.26	280,508.17	8,532.43	8,658.75	FIFO
	05/05/20	05/07/20	US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	1,575,000.00	1,626,495.12	9,757.21	1,636,252.33	50,203.12	50,935.21	FIFO
	05/07/20	05/11/20	UNILEVER CAPITAL CORP NOTES DTD 03/22/2018 2.750% 03/22/2021	904764AZ0	575,000.00	586,333.25	2,152.26	588,485.51	14,271.50	12,177.73	FIFO
	05/07/20	05/11/20	BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 02/19/2016 2.500% 04/15/2021	06406FAA1	175,000.00	177,710.75	315.97	178,026.72	4,984.00	3,381.45	FIFO



Managed Account Security Transactions & Interest

For the Month Ending **May 31, 2020**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale	
Trade	Settle				Proceeds	Interest		Cost	Amort Cost		Method
SELL											
05/08/20	05/11/20	WAL-MART STORES INC CORP NOTES DTD 06/27/2018 3.125% 06/23/2021	931142EJ8	350,000.00	360,272.50	4,192.71	364,465.21	10,290.00	10,279.04	FIFO	
05/12/20	05/13/20	SUMITOMO MITSUI BANK NY CERT DEPOS DTD 10/18/2018 3.390% 10/16/2020	86565BPC9	575,000.00	582,283.15	1,461.94	583,745.09	8,065.15	7,450.49	FIFO	
05/20/20	05/22/20	UNITED STATES TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	1,000,000.00	1,031,992.19	3,664.15	1,035,656.34	14,609.38	15,883.26	FIFO	
05/20/20	05/22/20	TOYOTA MOTOR CREDIT CORP NOTES DTD 04/13/2018 2.950% 04/13/2021	89236TEU5	440,000.00	448,518.40	1,406.17	449,924.57	8,694.40	8,570.75	FIFO	
05/20/20	05/22/20	US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	555,000.00	572,668.95	4,067.20	576,736.15	17,213.68	17,478.02	FIFO	
05/20/20	05/22/20	US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	120,000.00	123,820.31	879.40	124,699.71	4,012.50	3,901.44	FIFO	
Transaction Type Sub-Total				5,785,000.00	5,943,817.28	30,512.53	5,974,329.81	145,721.86	143,630.88		
Managed Account Sub-Total					(106,344.14)	97,537.97	(8,806.17)	144,972.60	143,630.88		
Total Security Transactions					(\$106,344.14)	\$97,537.97	(\$8,806.17)	\$144,972.60	\$143,630.88		

Bolded items are forward settling trades.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alexis Morris, Planning Manager
Cindy Gnos, Contract Planner

APPROVED BY: Forrest Ebbs, Community Development Director

SUBJECT: The Ranch (GP-20-01, MDP-20-01)

RECOMMENDED ACTION

Planning Commission recommends that the City Council take the following actions:

1. Adopt the resolution certifying The Ranch Project Environmental Impact Report, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program;
2. Introduce the ordinance approving a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.;
3. Adopt the resolution approving a General Plan Amendment for purposes of amending the City of Antioch General Plan Land Use Map, General Plan Text, Circulation Element, and Housing Element (GP-20-01);
4. Introduce the Ordinance rezoning the property to Planned Development and adopting the development standards;
5. Adopt the resolution approving a Master Development Plan, Design Review adopting Design Guidelines, and a Resource Management Plan (MDP-20-01).

FISCAL IMPACT

A Fiscal Impact Analysis (see Attachment G) was prepared for the proposed project. In general, the Fiscal Impact Analysis indicates that the project, at buildout, is estimated to have general positive fiscal impacts to the City's General Fund. The project is estimated to generate a total of approximately \$1.765 million in revenue for the City General Fund and special tax revenues, against \$1.308 million in expenditures, resulting in a combined surplus of \$456,556 annually. The project is estimated to generate a total of \$544,716 in CFD 2016-1 special tax revenue to fund City police services.

In addition, as described in the Development Agreement section below, the applicant is required to participate in a CFD for fire services, as well as a commitment of \$2.5 million to the City to be used for economic development and employment generating uses.

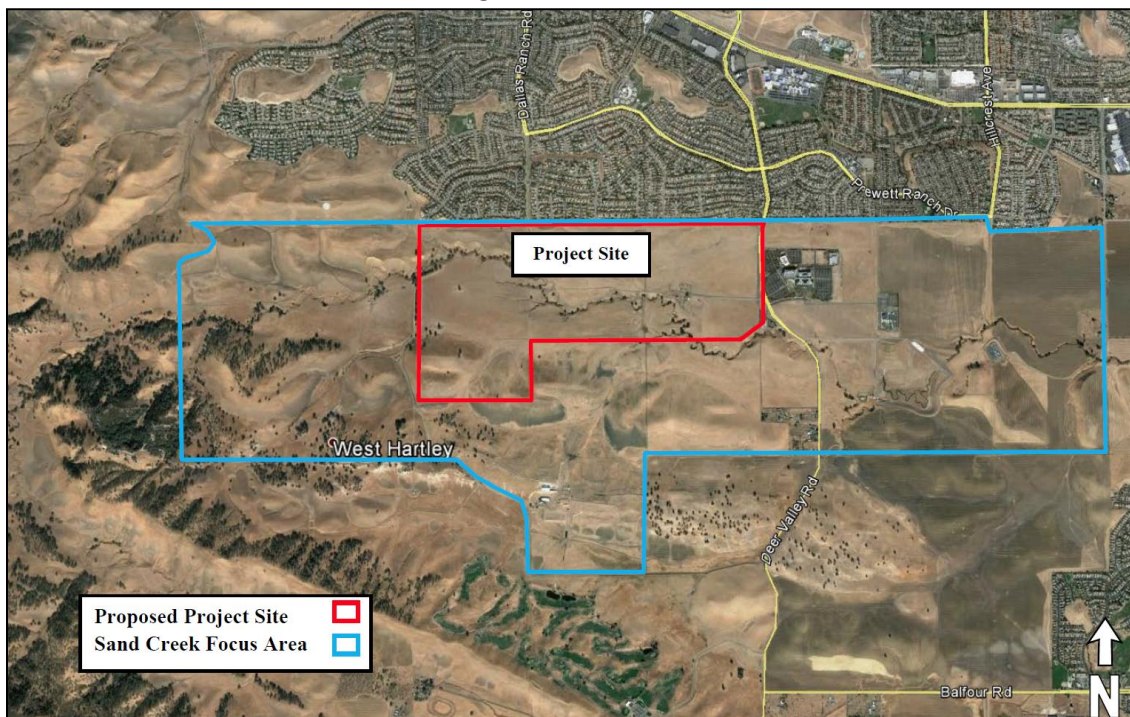
DISCUSSION

Request/Requested Approvals

The applicant, Richland Planned Communities, Inc. is requesting approval of a master planned residential community consisting of 1,177 residential units over 253.50 acres on a 551.50-acre site, including Low Density (LD), Medium Density (MD), and Age Restricted (AR) units; a 5.00-acre Village Center consisting of commercial, office, and retail space; 3.00 acres of public services facilities, including a new fire station site and a trail staging area; approximately 22.50 acres of public parks and landscaped areas; 229.50 of open space including trails; and 38.00 acres of roadway improvements. Necessary entitlements from the City include General Plan Amendments (map, text, Circulation Element, Housing Element), Rezone, Master Development Plan, Design Review to adopt Design Guidelines, Resource Management Plan, and Development Agreement.

The project site is located within the Sand Creek Focus Area of the General Plan, which contains lands designated by the Antioch General Plan for open space, residential, commercial, and mixed-use development. The project site is surrounded by a single-family residential subdivision to the north, undeveloped land to the south, Deer Valley Road and Kaiser Permanente Antioch Medical Center to the east, and undeveloped land and Empire Mine Road to the west (APNs: 057-010-002, 057-010-003, and 057-021-003).

VICINITY MAP



The project applicant is seeking approval of the following by the City of Antioch at this time:

1. *The Ranch Project Environmental Impact Report (EIR).* The City Council must certify the EIR, adopting findings, statement of overriding considerations, and mitigation monitoring plan prior to taking action on the project.
2. *Development Agreement.* The Development Agreement approval allows the City and an applicant to enter into an agreement, which will assure the City that the proposed project will proceed to its completion in compliance with the plans submitted by the applicant.
3. *General Plan Amendment.* The project would require the approval of General Plan Amendments for the following:
 - General Plan Land Use map and text to add the “Restricted Development Area” and “Limited Development Area” overlay land use designations to the General Plan for the project site.
 - General Plan Land Use map and text to change the existing underlying General Plan land use designation of the land on the project site within the Restricted Development Area from “Golf Course Community/Senior Housing/Open Space,” “Hillside and Estate Residential,” and “Public/Quasi Public” to “Rural Residential, Agriculture, Open Space.”
 - General Plan Land Use map and text to change the existing underlying General Plan land use designation of the land on the project site within the Limited Development Area from “Golf Course Community/Senior Housing/Open Space” and “Hillside and Estate Residential” to “Estate Residential;” “Low Density Residential;” “Medium Low Density Residential;” “Medium Density Residential;” “Convenience Commercial;” “Mixed Use;” “Public/Quasi Public;” and “Open Space.”
 - General Plan Circulation Element map and text amendment to identify the extension of Sand Creek Road connecting to Dallas Ranch Road to serve as one of the primary routes into the Sand Creek Focus Area.
 - General Plan Housing Element text amendment to allow executive housing to be constructed within the Sand Creek Focus Area.
4. *Rezone.* The project requires the approval of a Rezone from Study District (S) to Planned Development (PD) to establish the development standards applicable to the project site, including setbacks, lot sizes, and building heights.
5. *Master Development Plan.* The project requires the approval of a Master Development Plan per the Sand Creek Focus Area Alternate Planning Process. The Master Development Plan provides the framework for subsequent development entitlements, including uses and densities, grading, circulation, infrastructure, and open space. A copy of the Master Development Plan booklet can be found on the City’s website at: <https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-20-01-MP.pdf>

6. *Design Review.* The applicant is requesting Design Review approval of proposed Design Guidelines for the project, including architecture, landscaping, and fencing guidelines for future development of the project. A copy of the Development Standards & Design Guidelines booklet can be found on the City's website at: <https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-20-01-DG.pdf>
7. *Resource Management Plan.* The project requires approval of a Resource Management Plan as called for in Section 10.3.2.(e) of the Antioch General Plan and consistent with the "Framework for a Resource Management Plan for the Sand Creek Focus Area" contained in the General Plan.

It should be noted that in order to develop, the proposed project would require a Final Development Plan and Tentative Map approval from the City of Antioch in the future and a project-specific Design Review to ensure compliance with the adopted Design Guidelines. The proposed PD standards, consistent with the West Sand Creek Initiative described below, do not require use permits for each phase of development or other discretionary actions.

Environmental

An Environmental Impact Report (EIR) was prepared for this project in accordance with the California Environmental Quality Act (CEQA). A Notice of Preparation (NOP) for the Draft EIR was released for a 30-day review from June 11, 2019 to July 11, 2019. In addition, a public scoping meeting was held on June 19, 2019 to solicit public comments regarding the scope of the Draft EIR. A Notice of Availability (NOA) of the Draft EIR was distributed and the Draft EIR was sent to the State Clearinghouse for distribution on March 20, 2020 for the 45-day public review period. The Draft EIR was published on the City's website at: <https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/>. Due to the State and Contra Costa County's Shelter-in-Place orders, publicly accessible locations to review the Draft EIR were closed. Consistent with the Governor's Executive Order, posting materials on the City's website is adequate.

A Final EIR, including response to comments and errata has also been prepared and is located on the City's website at the link above. A revised Final was prepared to address the comments received after the close of the CEQA comment period and at the Planning Commission hearing.

The EIR concluded that the project will contribute to a significant and unavoidable impact to the following areas:

- Aesthetics: project and cumulatively substantially degrade the existing visual character or quality of public views of the site and its surroundings;

- Air quality: conflict with or obstruct implementation of the applicable air quality plan, cumulatively considerable net increase of a criteria pollutant, and cumulative toxic air contaminant impact;
- Greenhouse gas emissions: generate direct and indirect greenhouse gas emissions; and
- Transportation: conflict with a program plan, ordinance or policy of the circulation system under existing plus project, near-term, and cumulative traffic conditions, as well as being inconsistent with CEQA Guidelines Section 15064.3(b).

Findings of fact for the EIR, and a statement of overriding considerations has been prepared and is included in the Resolution certifying the EIR (see Attachment A). In addition, a Mitigation Monitoring and Reporting Program (Exhibit A to Attachment A) has been prepared and included in the Resolution.

Background

The southern area of the City of Antioch is largely known as the Sand Creek Focus Area and includes a diverse mix of land uses, including open space, residential, general commercial, retail, office, medical, recreation, school, and public uses. All parcels surrounding the project site are within the voter-approved Urban Limit Line (ULL).

The project applicant submitted its first preliminary development plan (PDP) in fall of 2015 for the construction of a master plan containing 1,667 residential dwelling units, including hillside estates, a number of parks, a commercial area, and the 2.00-acre fire station site. At an early Planning Commission workshop on the PDP, numerous residents opposed the project as being too dense and too impactful on hillsides and traffic. Local citizens and an environmental group led the charge to try to significantly reduce the size of the original project proposal. A year later, in response to insights shared by Planning Commissioners and the public, the project applicant submitted a second PDP reducing the unit count to maximum of 1,307, including optional senior housing in the plan area to help reduce impacts to noise, air and traffic, as well as a reduced number of units to be constructed on the hillsides. The revised plan was better-received by the Planning Commission and the project applicant proceeded to submit a formal application in June 2017. The City commenced environmental review of the project and released a Draft EIR in March 2018 for public review and comment.

However, in February 2018, a local environmental group filed a Notice of Intent to circulate an initiative petition known as the “Let Antioch Voters Decide Initiative: The Sand Creek Area Protection Initiative” (“Let Antioch Voters Decide Initiative”). Subsequently, in April 2018, a citizen’s initiative known as the “West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative” (“West Sand Creek Initiative”) was also submitted. Both initiatives covered the same approximately 1,852-acre portion of the Sand Creek Focus Area west of Deer Valley Road, which includes the project site and other parcels. Both initiatives obtained the requisite number of voter signatures to qualify for the ballot, and both initiatives were submitted to the City Council on July 24, 2018, for the Council’s consideration pursuant to Elections Code, Section 9215. After careful consideration, the Council unanimously voted to adopt the West Sand

Creek Initiative and requested a 9212 Report (an analysis of the impacts of an initiative) on the Let Antioch Voters Decide Initiative.

The Let Antioch Voters Decide Initiative was eventually adopted by the Council on August 28, 2018. On or about October 18, 2018, two legal actions were filed against each initiative. On May 31, 2019, the trial court determined that the Let Antioch Voters Decide Initiative could not be adopted by the City Council after it had previously adopted the West Sand Creek Initiative and that the initiative must be placed on the ballot. The City Council voted on June 9, 2020 to place the Let Antioch Voters Decide Initiative on the November 3, 2020 ballot. On November 21, 2019, the trial court invalidated the West Sand Creek Initiative on the grounds that the City Council's approval of a development agreement was invalid and could not be severed from the remainder of the West Sand Creek Initiative.

Since then, the applicant has revised the project for a third time to be consistent with the Council-adopted West Sand Creek Initiative and prepared a new Draft EIR. The proposed project is consistent with the West Sand Creek Initiative, including the overall maximum buildout potential, land plan, and circulation.

Project Overview

The applicant proposes to build a master planned community consisting of Low Density Residential, Medium Density Residential, Public Use, Parks, Open Space, Village Center land uses and infrastructure on a 551.50-acre site within the western Sand Creek Focus Area.

The 551.50-acre project site consists of three Assessor's parcels identified as 057-010-002, 057-010-003, and 057-021-003. The project site is bound by Empire Mine Road to the west, existing residential development to the north, Deer Valley Road and Kaiser Permanente Antioch Medical Center to the east, and undeveloped land to the south. Sand Creek flows easterly through the center of the project site. The project site is relatively flat with rolling hills in the western and southern portions. The project site is currently occupied by a cattle-grazing operation, a single-family residence, and a number of barns and outbuildings located on the eastern portion of the site.

Surrounding land uses and their zoning designations are summarized below:

North:	Single Family Residential / Planned Development (PD)
East:	Kaiser Permanente Antioch Medical Center and Vacant / PD
South:	Rural Residential and Vacant / Study District (S)
West:	Vacant and Open Space / S

Existing Project Site General Plan Land Use Designation

The project site is located within the Sand Creek Focus Area in the General Plan and is currently designated as Golf Course Community/Senior Housing/Open Space, Hillside and Estate Residential, and Public/Quasi Public.

The Golf Course/Senior Housing/Open Space designation is intended to accommodate "Golf Course- Oriented Housing," consisting of residential units fronting on a golf course to be constructed at a later point in time. The General Plan identifies single-family detached homes as appropriate uses for lots fronting future golf course areas, with lot sizes as small as 5,000 square feet and maximum densities of approximately four dwelling units per acre (du/ac).

Age-restricted senior housing within the Sand Creek Focus Area is intended as a means of expanding the range of housing choice within Antioch, while reducing the Sand Creek Focus Area's overall traffic and school impacts. Such senior housing may consist of single-family detached, small lot single-family detached, of multi-family attached housing. Areas identified specifically for senior housing may also include limited areas of non-senior housing where environmental or topographic constraints would limit development densities to a range more compatible with estate housing than with senior housing.

The Hillside and Estate Residential land use designation is intended to accommodate residential development within the hilly portions of the Sand Creek Focus Area. Appropriate land use types include large-lot residential developments. Residential densities within the Hillside and Estate Residential designated areas are to be limited to one du/ac, with typical lot sizes of 20,000 square feet or larger. Approximately 20 percent of the hillside estate housing area is to be devoted to custom home sites.

The Public/Quasi Public land use designation is used to designate public land and institutional uses, including public and private schools and colleges, public corporation yards, libraries, fire stations, police stations, water treatment facilities, animal shelters, public and private museums churches, and governmental offices. The Public/Quasi Public land use designation has a maximum allowable floor area ratio (FAR) of 0.5.

Existing Project Site Zoning Designation

The project site is currently zoned Study Area (S), which is an interim zone which the City's General Plan directs be updated or revised either by one or more specific plans or master development plans when a site within the Sand Creek Focus Area is proposed for development. In 2005, the City Council adopted an Alternate Planning Process for the Sand Creek Focus Area. The process requires the submittal of a rezone to Planned Development, including submittal of a Master Development Plan.

Proposed Development Agreement

The City and Developer have negotiated terms of a proposed development agreement, which is attached to this staff report as Attachment B, Exhibit A. The Development Agreement provides the Developer with certain vested rights to develop their project in accordance with the project approvals, in exchange for their commitment to provide community benefits above and beyond those required as conditions of approval on the project. The Development Agreement has a term of ten years, but if the developer receives building permits for the full first phase of the project and at least 35 percent of the commercial space then the term will be extended by an additional ten years for a total

term of twenty years. The community benefits included in the Development Agreement include:

- A commitment to enter into a memorandum of understanding with the Contra Costa County Fire District to dedicate a two acre parcel for a future fire station and annexation into a fire services community facilities district, or “CFD”;
- Agreement to annex into a police services CFD to fund ongoing law enforcement costs;
- Commitment to enter into a project labor agreement with certain labor unions in the region;
- Dedication of a Trail Staging Area on the western edge of the property to EBRPD and dedication of all open space within the project;
- Commitment to discuss any potential mitigation with the Antioch Unified School District;
- A commitment of \$2.5 million to the City to be used for economic development and employment generating uses; and
- Roadway improvements to Sand Creek Road extending four-lanes from Deer Valley Road to Dozier Libbey High School.

Proposed General Plan Amendment

The proposed project would amend the City of Antioch General Plan Land Use Map, General Plan Text, Circulation Element, and Housing Element to redesignate the project site with Restricted Development Area and Limited Development Area land use designations, identify the extension of Sand Creek Road connecting to Dallas Ranch Road to serve as one of the primary routes into the Sand Creek Focus Area, and to allow executive housing to be constructed within the Sand Creek Focus Area. The specific text amendments in strike-through and underline are included in the General Plan Amendment Resolution (see Attachment C, Exhibit A). The proposed changes to the Land Use Map are shown in Attachment C, Exhibit B.

The General Plan text amendments remove reference to a golf course and add references for the Restricted Development Area and Limited Development Area. The Restricted Development Area designation would allow for the following land uses:

- Rural Residential: This designation, typically involving large parcels, protects agriculture, grasslands, and open space, as well as permitting housing in rural areas. The maximum house size with accessory buildings is 6,000 square feet. The minimum legal parcel size is 80 acres.;
- Agriculture; and
- Open Space.

The Limited Development Area designation would allow the following land uses:

- Estate Residential;
- Low Density Residential;
- Medium Low Density Residential;
- Medium Density Residential;
- Convenience Commercial;
- Mixed Use;

- Public/Quasi Public; and
- Open Space.

The proposed General Plan text amendment for the Sand Creek Focus Area notes that Single-Family Detached housing within suburban-style subdivisions with minimum lot sizes ranging from approximately 5,000 square feet to 10,000 square feet may be developed within the Limited Development Area. In addition, Small Lot Single Family Detached housing can be developed in this area with minimum lot sizes from approximately 4,000 square feet. The land use text amendments are included in Attachment C, Exhibit A.

Circulation Element

The proposed project includes an amendment to the City of Antioch's Circulation Element text and map to reflect the proposed alignment of the extension of Sand Creek Road connecting to Dallas Ranch Road to serve as one of the primary routes into the Sand Creek Focus Area. The specific text amendments in strike-through and underline and the revised Circulation Map are included in the General Plan Amendment Resolution (see Attachment C, Exhibit A).

The existing General Plan Circulation Map (Figure 7.1), although conceptual in nature, identifies Sand Creek Road (between Dallas Ranch Road and Deer Valley Road) in a manner that requires the arterial cross Sand Creek in two locations. The proposed amendment includes Sand Creek Road located entirely north of Sand Creek and provides two creek crossings to connect south; one to be constructed near the center of The Ranch project which will provide access to property to the south, and the other closer to Deer Valley Road to be constructed by future development to the south. The map amendment also includes additional connections for property south of The Ranch (see Attachment C, Exhibit C).

Housing Element

The proposed project includes a text amendment to the City of Antioch's Housing Element to note that prior approved Executive Housing in Sierra Vista by Suncrest Homes, as well as part of Roddy Ranch, will not be built. The amendment notes that The Ranch project may include up to 100 units of executive housing. The specific text amendments in strike-through and underline are included in the General Plan Amendment Resolution (see Attachment C, Exhibit A).

Proposed Rezone

As described above, the proposed project site is located within the Sand Creek Focus Area of the General Plan and is zoned S. As a result, the proposed project requires the approval of a Planned Development (PD) rezone. The proposed PD district allows for the following land uses (see Attachment D for additional detail):

- Single-Family Low Density (LD-1, LD-2, and LD-3);
- Single-Family Medium Density (MD-1, MD-2, MD-3, and MD-4);
- Age-Restricted (AR);
- Village Center (VC);

- Public Use Zone (PQ);
- Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails)

The PD district is intended to set the development standards applicable to the each of the land use districts on the project site, including the lot sizes, setbacks, height, floor area ratio, parking, and permitted uses (see Attachment D).

Single-Family Low Density (LD-1, LD-2, and LD-3)

The Single-Family Low Density neighborhoods would be situated to the west of the single-family medium density neighborhood on the north side of Sand Creek Road. Lots in the low density neighborhoods would total approximately 543 and average 7,000 square feet, although lots abutting the northern boundary of the project site would have a minimum lot size of 8,000 square feet, and would include larger rear setbacks than the standard low density neighborhood lots, to provide more separation between the proposed development and the existing residential subdivision to the north. Specifically, the LD-1 neighborhood would include 18.50 acres with a target of 68 units of housing located in a small valley in the southwest portion of the project site. Lot sizes would average 8,000 square feet. Lots in the 18.00-acre LD-2 neighborhood would include approximately 65 lots, averaging 7,000 square feet and would overlook proposed detention basins along the Sand Creek corridor. The LD-3 neighborhood would include approximately 410 lots which would also average 7,000 square feet with a minimum lot size of 5,000 square feet.

In general, the Single-Family Low Density development standards include reduced front setback requirements, but interior setbacks, as well as height requirements are similar to the City standard single-family (R-6) zoning of five feet and 35 feet respectively. The PD standards, do however, increase the rear setback for lots abutting the existing single-family homes to the north from 20 to 35 feet. A key difference to note is that the City typically requires garages to be setback 20 feet in order to allow adequate parking for a vehicle in the driveway without blocking the sidewalk. The PD standards reduce that setback to a minimum of 18 feet. It is important to point out that the proposed PD standards do not require the provision of increased setbacks to facilitate recreational vehicle parking, as is identified in the City's standard zoning requirement of a 10-foot setback on one side of 25 percent of the lots. Off-site RV parking facilities are limited in this area of the City; therefore, staff believes it is necessary that the project provide 10-foot RV parking setbacks for the Single-Family Low Density lots in the project. The requirement is included in the PD district standards for the project (see Attachment D).

Single-Family Medium Density

The Single-Family Medium Density neighborhoods would be located to the west of the Village Center and to the north and south of Sand Creek Road, with minimum lot sizes averaging between 4,200 and 4,500 square feet, totaling approximately 212 units. The Single-Family Medium Density neighborhoods would have direct access or be located within close proximity to the commercial Village Center. MD-1 lots are in a standard configuration, i.e.; house entry and garage accessed from street in the front with an average lot size of approximately 4,500 square feet. MD-2 lots are in a courtyard configuration, i.e.; house entry is located from a green court common area in the front

and the garage is accessed from an alley in the rear with an average lot size of approximately 4,200 square feet. MD-3 lots are in a clustered motor-court configuration, i.e.; house entry and garage accessed from a private street in the shape of the letter “T” with an average lot size of approximately 4,200 square feet. MD-4 lots are in a cluster configuration around a private lane, i.e., house entry and garages are oriented to the front of the lot with an average lot size of approximately 4,200 square feet.

Age Restricted

The Age Restricted neighborhood would include approximately 75 acres and 422 units, of age restricted housing overlooking the western portion of the Sand Creek corridor. Lots would average 5,000 square feet and would be organized around a central neighborhood park, which would include a private clubhouse and a recreation center, and at least two of the neighborhoods would be gated. The development standards for the Age Restricted neighborhood include reduced minimum yard setbacks and maximum building height.

Village Center

The 5-acre Village Center area would be located at the northwest corner of the Deer Valley Road and Sand Creek Road intersection, just across Deer Valley Road from the Kaiser Permanente Antioch Medical Center, and north across Sand Creek Road from the fire station. The Village Center would accommodate up to 54,000 square feet of neighborhood commercial, office, and retail space, and would primarily serve the neighborhood and the immediate community, providing retail goods, food/drug, eating establishments, professional services for daily needs, and other similar commercial uses. The commercial uses in the Village Center district are primarily consistent with those in the Neighborhood/Community Commercial (C-2) zoning district of the City.

Master Development Plan and Design Guidelines

The applicant has prepared a Master Development Plan consistent with the requirements of the Sand Creek Focus Area Alternate Planning Process (see Attachment E, Exhibit A). The Master Development Plan outlines broad characteristics of the land use plan with additional details provided in the Design Guidelines for the proposed project (see Attachment E, Exhibit B). The intent of the Design Guidelines is to customize the City of Antioch’s Residential Design Guidelines for the proposed project. These Guidelines, conceptualized with neighborhood landscaping, entry and architectural renderings, are to be used in place of the City Guidelines in evaluating the future neighborhood construction plans. Future Design Review submittals will be reviewed against the project’s Design Guidelines to ensure that the design of the development would be consistent as it is implemented in phases over time. The following summarizes the components of the Design Guidelines.

Design Objectives

The Ranch Design Guidelines describe the proposed project as a planned community that incorporates physical and pedestrian connections between internal neighborhoods to help create a unified community developed in a cohesive and well-planned manner that will ultimately result in an attractive, high-quality community. The Ranch Design Guidelines emphasize the appreciation of, and integration with, the natural, physical, and

social environment. According to the Design Guidelines, the project will: focus on open space, parks, and trails, that allow residents and visitors access to natural and historical experiences both on-site and to the East Bay Regional Park system; meet Antioch's desires for a high quality, larger executive residential lot environment; include a variety of neighborhoods that create housing opportunities for different household types; and provide community service offerings to support the new community, existing neighborhoods, and Kaiser Permanente.

Community Character

The ridgelines in the southwest hills will remain in their natural state, as will the Sand Creek corridor except where stream banks have been improved to halt erosion or new pedestrian footbridges are installed. Walking and cycling trails will link all neighborhoods to each other and to destinations such as the East Bay Regional Park lands to the west and the village center and Kaiser facilities to the east. The neighborhood parks will be themed and programmed to respond to their context and be located either directly adjacent to or within easy walking distances of the trail access points.

Site Planning

The proposed project includes a large east/west swath of land bordering Sand Creek that includes multiple trails, hillsides and ridgelines, and storm drainage facilities, as well as the existing hill formations to the southwest, which would be the signature open space feature for the community.

Residential uses include Executive housing behind gated entries near the southwest hills and south of Sand Creek in the low-density residential neighborhoods. A low-density all-ages neighborhood would border the existing homes to the north, and a medium density all-ages neighborhood would be closer to Deer Valley Road and the village center. An age restricted community for persons over 55 years of age would be located in the west, with at least two neighborhoods with gated vehicle control.

Parks would be located in all residential communities and sited for potential to be either within the heart of the neighborhood or on the interface with the Sand Creek open space and trail system. A trail staging area with a small parking area for visitors would be located near the western boundary with a trail connection to Empire Mine Road that connects to East Bay Regional Park lands.

A small village center is included in the project at the intersection of Deer Valley Road and Sand Creek Road. The village center would include neighborhood serving retail and restaurant uses and allow for small office users such as medical offices to be located in a horizontal mixed-use format.

A site in the southeast corner of the property, opposite the village center, is reserved for a Contra Costa County Fire Protection District station. Emergency vehicles would have access to Sand Creek Road and Deer Valley Road through a dedicated access drive at a signalized intersection.

Parks and Open Space

The proposed project is providing 20 acres of park, which exceeds the City's minimum park dedication requirement. The project includes four neighborhood parks ranging in size from 2.4 to 6.0 acres and several smaller pocket parks that are generally less than 1.0 acre in size. The Resource Management Plan for the Sand Creek Focus Area calls for a minimum development setback of 125-feet from the centerline of the flowline of Sand Creek, yielding a 250'-wide corridor. The proposed project provides the minimum 250-foot width of open space with some areas exceeding the minimum width (e.g. between Homestead Park and the Leung Parcel at the southern property boundary). The open space would be kept largely in its natural grassland condition, with periodic maintenance for weed control and also to establish and promote native seasonal wildflowers. The two drainage basins north and south of Sand Creek are included as part of the open space area.

The proposed project includes approximately 5.5 miles of trails within the open space. Most of the trails have been designed for multiple modes of transportation including walking, running, cycling, and blading/skateboarding. The trails would connect parks, neighborhoods, village center, and open spaces within the project, and also off-site destinations such as Kaiser Permanente and the East Bay Regional Park. Sand Creek crossings for pedestrians and cyclists would be provided through a narrow, non-vehicular bridge near Homestead Park in the east; on the sidewalk and in the bike lane along Street B in the middle of the property. In addition to the large amounts of natural open space accessed by trails, the project includes four Neighborhood Parks and Pocket Parks.

- Neighborhood Parks – The centerpiece of each neighborhood that include both fixed elements such as playgrounds and informal areas such as lawns, seating areas, and pathways.
- Pocket Parks – Pocket parks can be less than 1.0 acre in size and provide character as well as outdoor recreational opportunities to the immediate surrounding area. Uses and activities within pocket parks may include decorative landscape elements (e.g. planters, public art, etc.), open turf, outdoor seating, and play areas for small children.

Pedestrian and Bike Network

The proposed project includes approximately 7.0 miles of a planned trail system, linking the neighborhoods to off-site destinations. Of the 7.0 miles, approximately 5.5 miles of trails are within the open space, and the rest in parks and landscape corridors. Utilizing the Sand Creek corridor, pedestrian/cycling trails would connect homes, parks, and village center uses on the eastern end of the property to Empire Mine Road on the western boundary. A staging area would be located in proximity to Empire Mine Road, connecting to East Bay Regional Park lands. Trails would allow residents to hike not only in the Sand Creek corridor, but also on the ridgelines in the north and southwest hills affording views of greater Antioch to the north and northeast and Mt. Diablo to the southwest.

Vehicular Circulation

The Ranch will include 4-lane arterial roads; 2-lane collector roads without on-street parking; 2-lane local roads with on-street parking; and private lanes/alleys to service the medium density residential parcels where applicable. The PD standards did not address local street standards. Therefore, staff has added a condition to the Master Development Plan and Design Review approval to require new local streets to be designed to meet standard City cross sections unless otherwise approved by the City Engineer through the future tentative map approval process (see Attachment E).

Sand Creek Road would be a 4-lane roadway through the project site and serve as the primary access into the project and would have limited intersections respecting the larger regional role that it serves within the City of Antioch. The project also includes off-site improvements for the extension of Sand Creek Road as a 2-lane roadway east from Deer Valley Road to Dozier-Libbey High School. The project includes two roundabouts, one at the Sand Creek Road and Street B intersection and the Street B and Street C intersection. Slightly slower design speeds and signalized intersections are proposed between Deer Valley Road and the roundabout to allow for safer pedestrian access to the Sand Creek open space lands from the neighborhoods to the north. A second roadway from Deer Valley Road at Wellness Way would enter the project allowing for easier access into the northern neighborhoods. Several different edge conditions are presented along the length of Sand Creek Road through the project. All of the neighborhoods south of Sand Creek may have gated entries controlling access.

Infrastructure

The proposed project would include the provision of water lines, sewer lines, and drainage facilities to serve the proposed project site including off-site improvements within the proposed Sand Creek Road extension right-of-way.

The water system for the proposed project would be designed to integrate with existing transmission mains and would complete a looped connection through the proposed project site. In addition, a connection would be located at the existing 20-inch water main in Deer Valley Road at the future intersection with the extension of Sand Creek Road. Other major streets throughout the proposed project site would contain approximately 8- to 12-inch water lines.

Drainage improvements would include a combination of subsurface and surface drainage systems, including new pipe and channel conveyance systems, as well as culverts. The proposed project would include the construction of storm drainpipes in the proposed Sand Creek Road extension, as well as other streets. All stormwater runoff within the proposed project site would be treated on-site by three proposed stormwater detention basins.

The proposed project would include the installation of a new sewer main, as well as a number of sewer lines throughout the proposed project site. The connection point for the sewer main would be located approximately 1.50 miles east of the project site in the Heidorn Ranch Road right-of-way. An off-site extension of the existing sewer line would

be required to provide the proposed project with sewer service. All on-site and off-site sewer improvements would be constructed within the public right-of-way or within public utility easements within private roadways as needed.

Republic Services would provide solid waste collection, disposal, recycling, and yard waste services to the project site.

Transit Service

Tri-Delta Transit would provide future bus service through the project area along Sand Creek Road. Bus service currently exists along Deer Valley Road during weekday and weekends stopping at the Kaiser Medical facility. Several locations along Sand Creek Road are suggested for far side bus turnouts including at the roundabout with Street B, and at the intersection with the village center and fire station. Bus Shelters would be placed at the turnout locations with high visibility and safety. Canopies and vertical screens would be provided for protection against the weather, as well as adequate seating and waiting areas for the comfort of the transit users.

Neighborhoods

The proposed project includes six distinct neighborhoods or urban development locations. The applicant has indicated that each neighborhood is designed to achieve maximum desirability to take advantage of access, proximity to trails, transit potential, and views. For example, the village center is located at the most prominent intersection at Deer Valley Road and Sand Creek Road to take advantage of access, and visibility. The Age Restricted community is located on the flattest terrain to avoid stepped conditions, but also for easy access to the trail system for recreation. The executive low-density homes are located in locations that afford privacy and views of natural open space. The market rate low and medium density units are located next to existing Antioch development, close to the village center, and close to transit services for workers and students. Each neighborhood is clearly defined through entries; includes logical boundaries that may be defined by the natural open space system, key roadways, or existing development; and, includes parks that define the places where the community gathers. The sizes of each neighborhood would vary, as would the character of the landscape and architecture. Neighborhoods closest to Deer Valley Road would exhibit more urban form with smaller lots and regular street tree patterns, while neighborhoods to the south and west would feel less urban and express a more informal pattern to the landscape.

Architecture

The proposed project includes five architectural styles that emphasize the indoor-outdoor relationship between the house and the landscape, through their horizontal orientation, picture windows, and/or outdoor porches. The five styles include the California Ranch, Prairie, Farmhouse, Craftsman, and Foursquare.

Landscaping

The proposed project includes six different types of landscaping that encompass the non-built environment. Each of these landscapes would have a different approach to their character and function.

1. Sand Creek Drainage Corridor – The actual corridor that contains the flow line and banks of Sand Creek is narrow and highly eroded from cattle crossings and heavy rainfall storm events. Most of the Oak trees on the property are located within those banks. Additional plantings of native grasses and shrubs tolerant of seasonal high flows and potentially additional non-vegetated approaches would be warranted for bank stabilization.
2. Natural Grasslands/Uplands – These areas are the predominant open space type and include native and introduced grass species that have been historically used for cattle grazing, which are non-irrigated and generally have a greener appearance during winter and spring rains and more golden appearance during summer and fall dry seasons. Additional Oak plantings could be employed within this typology to provide shade by trails and seating areas.
3. Detention Ponds/Wetlands – Three detention ponds with natural edges are provided for the project to hold stormwater runoff from heavy rainfall events. The planting regime along their side banks needs to be selected based on water level elevations and the amount and time of inundation into the root zones. Jurisdictional wetlands along the Sand Creek corridor are preserved and incorporated into the open space experience.
4. Parks & Parkways – Neighborhood parks should include a balance of open lawn areas for mostly informal play or gatherings, with lands that are landscaped for utilitarian purposes (e.g. drainage or lowlands, trees for shade) and places for ornamental or themed gardens. Areas for paths, playgrounds, and sport courts (e.g. basketball) will also be provided. Parkway provide meaningful connective open space within the developed lands.
5. Landscaped Streets – These areas within the right-of-way (ROW) would include trees, shrubs, groundcovers, and native grasses planted within the center medians and landscape strips.
6. Recreational Trails – Various trails would provide recreational opportunities and alternative means to travel through the various open spaces within the community.

Community Entrances

The entrance concept for the proposed project establishes the community image through the use of simple, bold landscape forms and elements derived from the site's character, agrarian past, and abundant natural open space. A hierarchy of entrance experiences would be created, beginning with the announcement of the overall project at key intersections and gateways; to community entrances; and, finally to entrances of supporting amenities. Wayfinding and directional signage on the individual developments/neighborhoods within the community would be placed at key intersections along the arterial and collector streets, as appropriate.

Signage/monumentation at The Ranch would be generally made of materials such as stone, wood, and metal, to reflect the simple forms of agricultural fencing, natural-looking walls, and the expanse of the landscape. For the gateway monumentation, oak tree plantings could be added in the backdrop in informal groupings. Name and/or logo used in the monumentation would blend in with the materials and forms and may be lighted in muted but clear fashion. Landscape species used in conjunction with entrances and monumentation would include some combination of drought tolerant tree and plant species.

Resource Management Plan

The Resource Management Plan was prepared in order to comply with the City of Antioch's General Plan Section 10.0 (Resource Management), which outlines objectives and policies as they relate to biological resources. The overall objective is to preserve natural streams and other habitats that support special-status plant and animal species. While it is preferred to preserve these resources in-situ, the General Plan allows for mitigation off-site within eastern Contra Costa County, if sufficient on-site preservation is not feasible. Whether such resources are preserved on-site within natural open space areas, or are mitigated off-site, the General Plan requires that such preserved areas are managed and maintained pursuant to a Resource Management Plan (Section 10.3.2e and Section 10.4.2d of the General Plan, respectively). The Resource Management Plan mimics the environmental mitigation measures identified in the EIR for The Ranch Project.

PLANNING COMMISSION ACTION

On July 1, 2020, the Planning Commission held a public hearing via Zoom on the proposed project. The Planning Commission discussion included questions about the initiative process and its effect on the proposed project and several questions regarding the proposed PD standards. The Planning Commission commended the applicant for working with the City and commenters to create the revised project. The Planning Commission recommended City Council approve the entitlements associated with The Ranch Project by a unanimous 6-0 vote.

Public Comments at Planning Commission

Seven comment letters/emails (see Attachment F) were received regarding the project prior to the Planning Commission hearing (three in support, three in opposition, one requesting notice, and one from the Contra Costa Fire District noting their concerns had been addressed). The comments related to CEQA concerns were added to the Revised Final EIR and responded to as appropriate. The City Attorney also prepared a response memo to one of the comments which is included in Attachment F. In addition, seven verbal comments were received at the hearing. Three of the comments were from property owners or their representatives located to the south and west in opposition, one was a union representative in support of the project, one was a Save Mount Diablo representative that did not take a formal position on the project, and two were residents concerned about the trending small lot sizes in projects.

CONCLUSION

The proposed project is consistent with the West Sand Creek Initiative adopted by City Council in 2018. The primary departure from the General Plan includes the elimination of the golf course and the provision of smaller lot sizes. The Sand Creek Focus Area discussion in the General Plan notes that should it be determined that a golf course is infeasible, the provision of an alternate open space program may be permitted. The proposed project includes approximately 45% of the land area available for parks and open space, with an extensive trail system. In addition, the project includes a variety of housing types and would not result in exceeding the total number of units identified in the General Plan for buildout of the Sand Creek Focus Area. Therefore, Planning Commission recommended that the City Council take the following actions:

1. Adopt the resolution certifying The Ranch Project Environmental Impact Report, adopting findings of fact and statement of overriding considerations, and adopting the mitigation monitoring and reporting program;
2. Introduce the Ordinance approving a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.;
3. Adopt the resolution approving a General Plan Amendment for purposes of amending the City of Antioch General Plan Land Use Map, General Plan Text, Circulation Element, and Housing Element (GP-20-01);
4. Introduce the ordinance rezoning the property to Planned Development and adopting the development standards; and
5. Adopt the resolution approving of a Master Development Plan, Design Review adopting Design Guidelines, and a Resource Management Plan (MDP-20-01).

ATTACHMENTS

- A. Environmental Impact Report Certification Resolution No. 2020-XX
Exhibit A Mitigation Monitoring Plan
- B. Development Agreement Ordinance No. 2020-XX
Exhibit A Development Agreement
- C. General Plan Amendment Resolution No. 2020-XX
Exhibit A Proposed General Plan Text Amendment
Exhibit B Proposed General Plan Land Use Maps
Exhibit C Proposed General Plan Circulation Element
- D. Planned Development Ordinance No. 2020-XX
Exhibit A Rezone Map
- E. Master Development Plan, Design Review, and Resource Management Plan Resolution No. 2020-XX
Exhibit A Master Development Plan
Exhibit B Development Standards and Design Guidelines
Exhibit C Resource Management Plan
- F. Comment Letters Received at or Prior to Planning Commission and Memo for City Attorney
- G. Fiscal Impact Analysis

ATTACHMENT A
ENVIRONMENTAL IMPACT REPORT RESOLUTION

**CITY COUNCIL
RESOLUTION NO. 2020/___**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE RANCH
PROJECT AS ADEQUATE FOR ADDRESSING THE ENVIRONMENTAL IMPACTS
OF THE PROPOSED PROJECT AND ADOPTING CALIFORNIA ENVIRONMENTAL
QUALITY ACT FINDINGS OF FACT, STATEMENT OF OVERRIDING
CONSIDERATIONS, AND A MITIGATION MONITORING PROGRAM**

WHEREAS, the City of Antioch (“City”) received an application from Richland Planned Communities, Inc. (“Applicant”) seeking City approval of the following: a General Plan Amendment for purposes of amending the City of Antioch General Plan Land Use Map, General Plan Text, Circulation Element, and Housing Element; a Planned Development Rezone; a Master Development Plan, Design Guidelines, and Resource Management Plan; and a Development Agreement for the development of up to a 1,177 unit planned residential community on approximately 553.5 acres, known as The Ranch Project (“Project”) (GP-20-01, MDP-20-01);

WHEREAS, the Project site is in the southeastern section of the City of Antioch, on the western side of State Route 4 and is within the Sand Creek Focus Area of the General Plan, west of Deer Valley Road along Sand Creek (APNs 057-010-002, 057-010-003, and 057-021-003);

WHEREAS, the Project consists of a 1,177 planned residential community on 253.50 acres, including low density, medium density, and age restricted housing, 5.00-acre village center, 3.00 acres of public service facilities, 22.50 acres of public parks, 229.50 acres of public open space, and 38.00 acres of roadway improvements;

WHEREAS, the City, as lead agency under the California Environmental Quality Act (“CEQA”), has completed a Revised Final Environmental Impact Report (“Final EIR” or “EIR”) for the Project;

WHEREAS, this document contains the City’s certification of the EIR, its CEQA findings, and its statement of overriding considerations supporting approval of the Project considered in the EIR. The EIR has State Clearinghouse No. 2019060012;

WHEREAS, a Draft Environmental Impact Report (“Draft EIR”) was released for public and agency review on March 20, 2020. The Draft EIR assesses the potential environmental effects of implementation of the Project, identifies means to eliminate or reduce potential adverse impacts, and evaluates a reasonable range of alternatives to the Project; and

WHEREAS, the Final EIR comprises the Draft EIR together with one additional volume that includes the comments on the Draft EIR submitted by interested public agencies, organizations, and members of the public; written responses to the

environmental issues raised in those comments; revisions to the text of the Draft EIR reflecting changes made in response to comments and other information; and other minor changes to the text of the Draft EIR. The Revised Final EIR is hereby incorporated into this document by reference.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that the City Council of the City of Antioch find as follows:

SECTION 1: INTRODUCTION

The Ranch Project (“project”) proposes a master planned residential community consisting of 1,177 residential units over 253.50 acres on a 551.50-acre site, including Low Density (LD), Medium Density (MD), and Age Restricted (AR) units; a 5.00-acre Village Center consisting of commercial, office, and retail space; 3.00 acres of public services facilities, including a new fire station site and a trail staging area; approximately 22.50 acres of public parks and landscaped areas; 229.50 of open space including trails; and 38.00 acres of roadway improvements. The project requires general plan and zoning code text and map amendments wholly consistent with the West Sand Creek Initiative.

The City of Antioch, as the lead agency, prepared the Draft Environmental Impact Report (“Draft EIR”) dated March 20, 2020, the Final Environmental Impact Report (“Final EIR”) dated June, 2020, and the Revised Final EIR dated July 2020, for The Ranch Project (State Clearinghouse No. 2019060012). Together, the Draft EIR (including all Appendices) and Revised Final EIR are referred to as the “EIR.”

The findings of fact and statement of overriding considerations (“Findings”) have been prepared to comply with the requirements of the California Environmental Quality Act (“CEQA”) (Pub. Resources Code, §§ 21000 et seq.) and the CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000 et seq.).

SECTION 2: PROJECT SUMMARY

2.1 Project Description

The applicant, Richland Planned Communities, Inc. is requesting approval of a master planned residential community consisting of 1,177 residential units over 253.50 acres on a 551.50-acre site, including Low Density (LD), Medium Density (MD), and Age Restricted (AR) units; a 5.00-acre Village Center consisting of commercial, office, and retail space; 3.00 acres of public services facilities, including a new fire station site and a trail staging area; approximately 22.50 acres of public parks and landscaped areas; 229.50 of open space including trails; and 38.00 acres of roadway improvements. Necessary entitlements from the City include General Plan Amendments (map, text, Circulation Element, Housing Element), Rezone, Master Development Plan, Design Review to adopt Design Guidelines, Resource Management Plan, and Development Agreement.

The project site is located within the Sand Creek Focus Area of the General Plan, which contains lands designated by the Antioch General Plan for open space, residential, commercial, and mixed-use development. The project site is surrounded by a single-family residential subdivision to the north, undeveloped land to the south, Deer Valley Road and Kaiser Permanente Antioch Medical Center to the east, and undeveloped land and Empire Mine Road to the west (APNs: 057-010-002, 057-010-003, and 057-021-003).

2.2 Project Objectives

1. Develop a project consistent with the West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative.
2. Establish a 551.50-acre, well-planned community that incorporates the natural, historic, and physical elements of the land and the surrounding uses.
3. Design a land use plan with a mix of uses complementary to existing neighborhoods and in symmetry with the larger Antioch community.
4. Provide housing opportunities responsive to the needs of Antioch, the region and market conditions, to serve a range of family incomes and household types.
5. Provide a Village Center adjacent to Deer Valley Road and across from the Kaiser Permanente Antioch Medical Center, functioning as a hub of activity and source of sales tax revenue.
6. Preserve and protect the hills and hillsides on-site as permanent open space.
7. Preserve and protect the Sand Creek corridor throughout the project site as permanent open space and provide public access with perimeter trails and crossings.
8. Provide a pedestrian-friendly community that focuses on open space, parks, and trails to facilitate resident and visitor access to natural and historical experiences both on- and off-site in the East Bay Regional Parks system.
9. Provide a land use plan with a balance of uses and density that results in an adequate tax base, which at project build-out generates financial resources to pay for public services and infrastructure without financial burden to existing residents.
10. Provide a land use plan, design standards, and guidelines consistent with Antioch General Plan goals and policies, that incorporate market-acceptable design features and promotes an attractive, well-maintained community.
11. Establish a land use and circulation system that promotes convenient mobility, completes the extension of Dallas Ranch Road to Deer Valley Road, and provides modes of transportation within a setting that is safe, accessible, and convenient for all modes of travel.
12. Provide a comprehensive infrastructure system, including parks, open space, stormwater quality facilities, public services, roadways, and utilities infrastructure sized to serve the proposed project and properties to the east and south in the Sand Creek Focus Area that complements the existing Citywide infrastructure and ensures funding for the on-going maintenance needs of such infrastructure.

2.3 Required Approvals

The project applicant is seeking approval of the following by the City of Antioch at this time:

1. *The Ranch Project Environmental Impact Report (EIR).* The City Council must certify the EIR, adopting findings, statement of overriding considerations, and mitigation monitoring plan prior to taking action on the project.
2. *Development Agreement.* The Development Agreement approval allows the City and an applicant to enter into an agreement, which will assure the City that the proposed project will proceed to its completion in compliance with the plans submitted by the applicant.
3. *General Plan Amendment.* The project would require the approval of General Plan Amendments for the following:
 - General Plan Land Use map and text to add the “Restricted Development Area” and “Limited Development Area” overlay land use designations to the General Plan for the project site.
 - General Plan Land Use map and text to change the existing underlying General Plan land use designation of the land on the project site within the Restricted Development Area from “Golf Course Community/Senior Housing/Open Space,” “Hillside and Estate Residential,” and “Public/Quasi Public” to “Rural Residential, Agriculture, Open Space.”
 - General Plan Land Use map and text to change the existing underlying General Plan land use designation of the land on the project site within the Limited Development Area from “Golf Course Community/Senior Housing/Open Space” and “Hillside and Estate Residential” to “Estate Residential;” “Low Density Residential;” “Medium Low Density Residential;” “Medium Density Residential;” “Convenience Commercial;” “Mixed Use;” “Public/Quasi Public;” and “Open Space.”
 - General Plan Circulation Element map and text amendment to identify the extension of Sand Creek Road connecting to Dallas Ranch Road to serve as one of the primary routes into the Sand Creek Focus Area.
 - General Plan Housing Element text amendment to allow executive housing to be constructed within the Sand Creek Focus Area.
4. *Rezone.* The project requires the approval of a Rezone from Study District (S) to Planned Development (PD) to establish the development standards applicable to the project site, including setbacks, lot sizes, and building heights.
5. *Master Development Plan.* The project requires the approval of a Master Development Plan per the Sand Creek Focus Area Alternate Planning Process. The Master Development Plan provides the framework for subsequent development entitlements, including uses and densities, grading, circulation, infrastructure, and open space.

6. *Design Review.* The applicant is requesting Design Review approval of proposed Design Guidelines for the project, including architecture, landscaping, and fencing guidelines for future development of the project.
7. *Resource Management Plan.* The project requires approval of a Resource Management Plan as called for in Section 10.3.2.(e) of the Antioch General Plan and consistent with the “Framework for a Resource Management Plan for the Sand Creek Focus Area” contained in the General Plan.

In addition, the City expects to consider the following discretionary entitlements under the EIR in the future:

- Large Lot Parcel Map;
- One or more Tentative Subdivision Map(s)/Final Development Plan;
- Design Review, along with each Tentative Subdivision Map.

Additional entitlements which must be acquired by the project Applicant from the Responsible and Trustee agencies include, but are not limited to:

- A Streambed Alteration Agreement (Fish & Game Code § 1602) from the CDFW;
- A Nationwide or Individual Fill Permit (Clean Water Act § 404) from the USACE;
- A Water Quality Certification (Clean Water Act § 401) from the CVRWQCB;
- SWPPP coverage under the General Construction Permit (Clean Water Act, § 402);
- An Authority To Construct and Permit To Operation stationary sources of air pollution from BAAQMD;
- Approval of a Memorandum of Understanding between the project Applicant and Contra Costa County Fire Protection District.

SECTION 3: PROCEDURAL HISTORY

Richland Planned Communities, Inc. filed an application for The Ranch Project (fully consistent with the West Sand Creek Initiative, which was struck down by the superior court in fall of 2019) in January 2020.

The City of Antioch released a Notice of Preparation (NOP) for public review from June 11, 2019, to July 11, 2019 (30-day review period). The NOP and copies of comments received are included as Appendix A to the Draft EIR.

On June 19, 2019, a scoping meeting was held at the City of Antioch Council Chambers located at 200 “H” Street, Antioch, CA 94509. The meeting was held at 6:30 p.m. during which individuals, organizations, and agency representatives were invited to provide oral comments on the project.

The Draft EIR was circulated for a 45-day public review period between March 20, 2020, and May 4, 2020. In response to the COVID-19 pandemic and the Contra Costa

County Health Officer's Order which went into effect March 17, 2020, City Manager Ron Bernal proclaimed a State of Local Emergency effective March 17, 2020, for the City of Antioch which resulted in the closure of City facilities. However, the Notice of Availability stated that in addition to hard copies at the City of Antioch, Community Development Department, and the Antioch Public Library, the Draft EIR was made available online and posted on the City of Antioch website at <https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/> during the public review period. Electronic copies were also available for members of the public by request. The NOP, Draft EIR, and related documents were also available on the Governor's Office of Planning and Research (OPR) website at <https://ceganet.opr.ca.gov/2019060012/3> during the public review period and remain available on OPR's website.

The City of Antioch prepared a Final EIR, consisting of the comments received on significant environmental issues during the 45-day public review and comment period on the Draft EIR, written responses to those comments, revisions to the Draft EIR, and an errata making minor changes and clarifications to the Final EIR.

The City distributed a link to the Final EIR to responsible agencies and interested parties on June 24, 2020. A Revised Final EIR was prepared to include responses to late comment letters. The Revised Final EIR, dated July 2020, was posted on the City's website and a link to environmental documents was included in the public hearing notice.

On July 1, 2020, the Antioch Planning Commission held a duly noticed public hearing at 6:30 p.m. via Zoom, during which individuals and organizations/agency representatives were invited to provide oral comments on the Final EIR and project, and recommended approval to the City Council.

The City Council held a duly noticed public hearing on July 28, 2020 at 7:00 p.m., via Zoom, and considered all oral and written comments regarding the project as well as the EIR.

SECTION 4: RECORD OF PROCEEDINGS

The record of proceedings used by the City in making its decision regarding the project includes the following documents:

1. The Notice of Preparation ("NOP") dated June 11, 2019, and all other public notices issued by the City in conjunction with the project;
2. All comments received in response to the NOP;
3. Notice of Completion dated March 19, 2020;
4. Notice of Availability dated March 19, 2020;
5. The Draft EIR, including all Appendices, dated March, 2020;
6. All comments and correspondence received on the Draft EIR;
7. The Final EIR, including all Appendices, dated June 2020;
8. The Revised Final EIR, responding to late comments, dated July 2020;

9. The Mitigation Monitoring and Reporting Program for the project;
10. All reports, studies, memoranda, maps, staff reports, or other planning documents related to the project and prepared by the City, consultants to the City, or responsible or trustee agencies with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the project;
11. All documents submitted to the City by the project Applicant, other public agencies, and member of the public in connection with the project through the close of the final public hearing on the project;
12. Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the project;
13. Any documentary or other evidence submitted to the City at such information sessions, public meetings, and public hearings;
14. The City of Antioch General Plan and all environmental documents prepared in connection with the adoption of the General Plan;
15. The City of Antioch Municipal Code, including the Zoning Code;
16. All resolutions and ordinances adopted by the City regarding the project, and all staff reports, analyses, and summaries related to the adoption of those resolutions and ordinances; and
17. Any other materials required for the record of proceedings pursuant to Public Resources Code section 21167.6, subdivision (e).

The official custodian of the record is the Clerk of the City of Antioch, 200 H Street, Antioch, California 94509.

SECTION 5: FINDINGS REQUIRED UNDER CEQA

Public Resources Code section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" The same statute states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." Section 21002 goes on to state that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof."

The mandates and principles outlined in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which an EIR is required. (See Pub. Resources Code, § 21081, subd. (a); CEQA Guidelines, § 15091, subd. (a).) For each significant environmental effect identified in an EIR for a proposed project, the approving agency must issue a written finding, supported by substantial evidence, reaching one or more of three permissible conclusions. The first such finding is that "[c]hanges or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the

significant environmental effect as identified in the final EIR." (CEQA Guidelines, § 15091, subd. (a)(1).)

The second permissible finding is that "[s]uch changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency." (CEQA Guidelines, § 15091, subd. (a)(2).)

The third potential conclusion is that "[s]pecific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR." (CEQA Guidelines, § 15091, subd. (a)(3).)

Public Resources Code section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." CEQA Guidelines section 15364 adds another factor: "legal" considerations. (See also *Citizens of Goleta Valley v. Board of Supervisors* ("Goleta II") (1990) 52 Cal.3d 553, 565.)

The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417.) "[F]easibility under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." (*Ibid.*; see also *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715; *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1507-1508 (the failure to meet project objectives can be sufficient evidence demonstrating infeasibility of an alternative).) The CEQA Guidelines do not define the difference between "avoiding" a significant environmental effect and merely "substantially lessening" such an effect. The City must therefore, glean the meaning of these terms from the other contexts in which the terms are used.

Public Resources Code section 21081, on which CEQA Guidelines section 15091 is based, uses the term "mitigate" rather than "substantially lessen." The CEQA Guidelines therefore equate "mitigating" with "substantially lessening." Such an understanding of the statutory term is consistent with the policies underlying CEQA, which include the policy that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects." (Pub. Resources Code, § 21002.)

For purposes of these findings, the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less-than-significant level. In contrast, the term "substantially lessen" refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less-than-significant level. These interpretations are

mandated by the holding in *Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d 515, 519-521, where the court of appeal held that an agency had satisfied its obligation to substantially lessen or avoid significant effects by adopting numerous mitigation measures, not all of which rendered the significant impacts in question to a less-than-significant level.

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modification or alternatives are not required, however, where such changes are infeasible or where the responsibility for modifying the project lies with some other agency. (CEQA Guidelines, § 15091, subd. (a), (b).)

CEQA Guidelines section 15091 requires only that approving agencies specify that a particular significant effect is "avoid[ed] or substantially lessen[ed]." The findings, for purposes of clarity, in each case will specify whether the effect in question has been reduced to a less-than significant level, or has simply been substantially lessened but remains significant. Moreover, although Section 15091, read literally, does not require findings to address environmental effects that an EIR identifies as merely "potentially significant," these findings will nevertheless fully account for all such effects identified in the EIR.

In seeking to effectuate the substantive policy of CEQA to substantially lessen or avoid significant environmental effects to the extent feasible, an agency, in adopting findings, need not necessarily address the feasibility of both mitigation measures and environmentally superior alternatives when contemplating approval of a proposed project with significant impacts. Where a significant impact can be mitigated to an "acceptable" level solely by the adoption of feasible mitigation measures, the agency, in drafting its findings, has no obligation to consider the feasibility of any environmentally superior alternative that could also substantially lessen or avoid that same impact – even if the alternative would render the impact less severe than would the proposed project as mitigated. (*Laurel Hills Homeowners Ass'n v. City Council* (1978) 83 Cal.App.3d 515, 521; see also *Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 730-731; and *Laurel Heights Improvement Ass'n v. Regents of the University of California* ("Laurel Heights I") (1988) 47 Cal.3d 376, 400-403.)

In these Findings, the City addresses the extent to which each significant environmental effect can be substantially lessened or avoided through the adoption of feasible mitigation measures. The City also addresses the extent to which alternatives described in the EIR are (i) environmentally superior with respect to that effect and (ii) "feasible" within the meaning of CEQA.

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, §§

15093, 15043, subd. (b); see also Pub. Resources Code, § 21081, subd. (b).) The California Supreme Court has stated, "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (*Goleta II*, 52 Cal.3d at p. 576.)

SECTION 6: LEGAL EFFECT OF FINDINGS

These Findings constitute the City's evidentiary and policy bases for its decision to approve the project in a manner consistent with the requirements of CEQA. To the extent that these Findings conclude that proposed mitigation measures outlined in the Final EIR are feasible and have not been modified, superseded or withdrawn, the City hereby binds the project Applicant and any other responsible parties to implement those measures. These Findings, in other words, are not merely informational or advisory, but constitute a binding set of obligations that will take effect when the City adopts the resolution(s) and/or ordinance(s) approving the various entitlements listed above for the project. (Pub. Resources Code, § 21081.6, subd. (b).) In addition, the adopted mitigation measures are conditions of approval.

SECTION 7: MITIGATION MONITORING AND REPORTING PLAN (MMRP)

The City prepared a MMRP for the project, and approved the MMRP by the same resolution that has adopted these Findings. (See Pub. Resources Code, § 21081.6, subd. (a)(1); CEQA Guidelines, § 15097.) The MMRP is included as Exhibit A to this Resolution. The City finds that all mitigation measures contained in the MMRP are feasible and will mitigate the significant impacts of the project to the greatest extent possible. The City will use the MMRP to track compliance with project mitigation measures. The MMRP will remain available for public review during the compliance period.

SECTION 8: IMPACTS AND MITIGATION MEASURES

This and the following sections summarize the environmental impacts of the project identified in the EIR, and provide findings as to those impacts, as required by CEQA and the CEQA Guidelines. The Findings set forth below are made and adopted by the City Council as its findings under CEQA. The Findings provide written analysis and conclusions of the City Council regarding the environmental impacts of the proposed plan, mitigation measures, design features of the proposed plan, and plan alternatives, which, in the City Council's view, justify approval of the proposed plan.

These Findings summarize the environmental findings in the EIR concerning project impacts before and after mitigation and do not repeat the full discussions of environmental impacts contained in the EIR. Instead, they provide identify the impacts referenced in the Draft EIR, describe the applicable mitigation measures that are adopted by the City Council, and state the recommended findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions is set forth in the EIR. These Findings hereby incorporate by reference the analysis in the EIR and conclusions and in making these findings, the City Council ratifies, adopts, and incorporates the evidence, analysis, explanation, findings, responses to comments and conclusions of the EIR except where they are specifically modified by these Findings.

The City Council hereby adopts and incorporates as conditions of approval, the mitigation measures set forth in the Findings below to reduce or avoid the potentially significant and significant impacts of the proposed plan, as well as certain less-than-significant impacts. In adopting these mitigation measures and project design features, the City Council intends to adopt each of the mitigation measures and project design features recommended in the Draft EIR and Final EIR. In comments on the Draft EIR, various commenters suggested measures as proposed additional mitigation measures. With respect to the measures that were proposed in the comments, and not adopted in the Final EIR, the responses to comments in the Final EIR explain why the proposed mitigation measures are not recommended for adoption. The City Council hereby adopts and incorporates by reference the reasons stated in the responses to comments contained in the Final EIR as its grounds for rejecting adoption of these proposed mitigation measures.

8.1 Environmental Effects Which are Not Significant or Less than Significant

The City of Antioch has heard, been presented with, reviewed, and considered all of the information and data in the administrative record, including the Draft and Final EIR, and all oral and written evidence presented to it during all meetings and hearings. The EIR reflects the independent judgment of the City of Antioch and is deemed adequate for purposes of making decisions on the merits of the project.

Consistent with Public Resources Code Section 21002.1 and Section 15128 of the CEQA Guidelines, the EIR focused its analysis on potentially significant impacts, and limited discussion of other impacts for which it can be seen with certainty there is no

potential for significant adverse environmental impacts. CEQA Guidelines Section 15091 does not require specific findings to address environmental effects that an EIR identifies as “no impact” or a “less than significant” impact and for which no mitigation is necessary.

Based on its independent judgment and the entire administrative record before it, the City has determined that the project would have either no impact or a less than significant impact and no mitigation is necessary for the following environmental effects described below.

8.1.1 – Aesthetics, Light, and Glare

Impact AES-1: The project would not have a substantial adverse effect on a scenic vista (Draft EIR, page 3.1-32).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.1-33).

Facts in Support of Findings: The City of Antioch General Plan does not specifically identify any scenic vistas within the project site, although views of Mount Diablo and its prominent ridgelines are considered scenic and are available from local roadways such as Deer Valley Road. Policy 5.4.14j in the City of Antioch Hillside Design Policies specifies that projects should provide public pathways to scenic vistas in order to maximize public access to canyons, overlooks, and open space areas. The total open space and trail areas would comprise approximately 40 percent of the total project site. An approximately 6-mile publicly accessible trail system would be provided along Sand Creek and throughout the project site (Draft EIR, page 3.1-32). The trail system would connect the proposed neighborhood areas to each other and to nearby parks, ridgeline areas, trailhead staging areas, and the proposed mixed-use Village Center area. An approximately 1-acre trail staging area is proposed to be located in the southwestern portion of the project site, near Empire Mine Road, to provide easy access to the existing East Bay Regional Park trail system, as well as the project site’s proposed trail system. As such, the project would provide public pathways to scenic vistas, such as Mount Diablo to the west and south of the site, consistent with Policy 5.4.14j. Therefore, the proposed project would not have a substantial adverse effect on a scenic vista. For these reasons and the reasons discussed in the Draft EIR, construction and operational impacts related to scenic vistas would be less than significant (Draft EIR, page 3.1-32 through 3.1-33).

Impact AES-2: The project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway (Draft EIR, page 3.1-33).

Findings: No Impact. No mitigation is required.

Facts in Support of Findings: There are no scenic resources designated by the City of Antioch General Plan within the project site. While State Route 4 (SR-4) is located 1.8 miles east, it is listed only as an Eligible State Scenic Highway and has not been officially designated (Draft EIR, page 3.1-33). Furthermore, due to the distance of intervening trees, construction and development of the project site would not be visible from SR-4. Therefore, the proposed project would not damage scenic resources within a State Scenic Highway. For these reasons and the reasons discussed in the Draft EIR, the project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway (Draft EIR, page 3.1-33).

Impact AES-4: The project would create a new source of substantial light or glare which would not adversely affect day or nighttime views in the area (Draft EIR, page 3.1-47).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.1-48).

Facts in Support of Findings: The project site is primarily undeveloped. Project sources of lighting would include, but would not be limited to, headlights from cars traveling on internal roadways, streetlights, light associated with the proposed Village Center area, exterior lighting on the proposed residential buildings, and interior light spilling through windows. The most prominent sources of light would be from the stationary sources adjacent to proposed buildings and parking areas and elevated lighting sources such as street lights. The most prominent sources of light would be visible from project roadways. As such, the proposed project would create an increase of nighttime light and daytime glare, due to the increase of lighting and reflective surfaces and vehicle headlights in the area (Draft EIR, page 3.1-47).

However, implementation of the Antioch Municipal Code requirements for lighting and glare reduce the impacts of glare and light trespass. Specifically, Section 9-5.1715 of the Municipal Code states that outdoor parking area lighting fixture heights must be determined based on the relationship of the fixtures to surrounding uses, and lighting must not shine directly onto an adjacent street or property. In addition, City of Antioch General Plan Policy 5.4.20 states that lighting must not result in nuisance levels of light or glare on adjacent properties. Compliance with these provisions is reviewed prior to certificate of occupancy by City building officials (Draft EIR, page 3.1-47 through 3.1-48).

The project's proposed design guidelines include specific standards related to lighting. For example, light fixtures must be appropriately placed and scaled to avoid light spillover or glare into surrounding areas. The City of Antioch General Plan EIR determined that the impact of new sources of light and glare could be minimized by incorporating design features and operating requirements into new developments that limit light and glare. Further, the proposed project has been designed to include significant setbacks from its western boundary, as well as from the Sand Creek corridor

to minimize impacts, including light and glare, on the natural environment. Although project lighting could potentially affect migratory species, the setbacks from the undeveloped lands to the west, and from Sand Creek would maintain the function of these areas for species migration. Additionally, Mitigation Measure (MM) BIO-1a to MM BIO-1p would reduce impacts to special-status species to a less than significant level. As a result, compliance with the City of Antioch lighting specifications and Zoning Code requirements would ensure the project does not result in significant light spillage or nighttime sky impacts (Draft EIR, page 3.1-48).

For these reasons and all the reasons discussed in the EIR, while the project would create a new source of substantial light and glare, it would not adversely affect day or nighttime views in the area. Impacts would be less than significant (Draft EIR, page 3.1-47 through 3.1-48).

Cumulative Aesthetics Impact: The project would not create a cumulative impact with respect to light and glare (Draft EIR, page 3.1-50.)

Findings: Less than Significant Impact. No mitigation is required. (Draft EIR, page 3.1-50.)

Facts in Support of Findings: The proposed project would comply with the City of Antioch lighting specifications to ensure the project would not result in significant light spillage or nighttime sky impacts. As a result, the proposed project would not have a significant impact on light or glare on the surrounding area. The proposed project and the cumulative projects listed in Table 3-1 propose urban development, which would include exterior and interior lighting. All lighting associated with the project and cumulative projects would be subject to Antioch Municipal Code Section 9-5.1715 regarding parking lot area lighting standards. In addition, all cumulative projects located in the City of Brentwood would be subject to the City of Brentwood's lighting standards contained in the Municipal Code. As such, the cumulative impact related to light and glare would be less than significant (Draft EIR, page 3.1-50.)

8.1.2 – Agriculture Resources and Forestry Resources

Impact AG-1: The project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use (Draft EIR, page 3.2-12).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.2-12).

Facts in Support of Findings: According to the FMMP, the project site is not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, and is not designated or zoned for agricultural use. The Department of

Conservation states that the project site is designated as Farmland of Local Importance (Draft EIR, page 3.2-12). While the project site is currently used for grazing and contains some soils that meet the criteria for Prime Farmland and Farmland of Statewide Importance, the site is not used for agricultural production that would contribute to the local economy. Additionally, the site has been designated for future development within the City of Antioch General Plan since 1988. It is also located well within the urban limit line. For these reasons and the reasons discussed in the Draft EIR, the project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) to non-agricultural use. Impacts would be less than significant (Draft EIR, page 3.2-12).

Impact AG-2: The project would not conflict with existing zoning for agricultural use, or a Williamson Act contract (Draft EIR, page 3.2-12).

Findings: No Impact. No mitigation is required (Draft EIR, page 3.2-12).

Facts in Support of Findings: As outlined in the City of Antioch General Plan, the project site is designated as Hillside and Estate Residential/Golf Course/Senior Housing/Public-Quasi Public/Open Space. The site is zoned as Study District by the City of Antioch Code of Ordinances. The site is not encumbered by a Williamson Act Contract, and is not zoned for agricultural use (Draft EIR, page 3.2-12). For these reasons and the reasons discussed in the Draft EIR, the project would not conflict with existing zoning for agricultural use of a Williamson Act contract. No impact would occur (Draft EIR, page 3.2-12).

Impact AG-3: The project would not conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)) (Draft EIR, page 3.2-13).

Findings: No Impact. No mitigation is required (DEIR, page 3.2-13).

Facts in Support of Findings: The project site is designated as Hillside and Estate Residential/Golf Course/Senior Housing/Public-Quasi Public/Open Space by the City of Antioch General Plan. The site is zoned as Study District by the City of Antioch Code of Ordinances. The site is not zoned for forest land, timberland, or timberland zoned Timberland Production (Draft EIR, page 3.2-13). For these reasons and the reasons discussed in the Draft EIR, the proposed project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production. No impact would occur (Draft EIR, page 3.2-13).

Impact AG-4: The project would not result in the loss of forest land or conversion of forest land to non-forest use (Draft EIR, page 3.2-13).

Findings: No Impact. No mitigation is required (Draft EIR, page 3.2-14).

Facts in Support of Findings: Section 12220(g) of the California Public Resources Code defines forest land as land that can support 10 percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits. The project site is 551.50 acres and includes a number of native oak trees (approximately 7.00 acres of Valley Oak) mainly lining the Sand Creek corridor, as well as a windrow of non-native Eucalyptus trees (approximately 1.50 acres) along the western property boundary. The native oaks constitute 1.25 percent of the entire project site and only 0.1 percent of them would potentially be impacted by the proposed project. Because the site has well under 10 percent coverage, it is not considered forest land. While these resources are not considered forest land as defined above, the City and project Applicant value these resources. In this vein, none of the native oak trees within the Sand Creek Corridor will be removed as part of the proposed project. As noted in Section 3.4, Biological Resources, the entire corridor will be preserved and protected in perpetuity—including the trees within it. Similarly, the entire non-native windrow of eucalyptus will remain in place. Finally, there are a few solitary oak trees scattered throughout the project site. None of these oaks are currently slated for removal, although one or two (0.1 percent total) may need to be removed in the future if it is infeasible to design infrastructure around them. See Section 3.4, Biological Resources, for a detailed discussion on trees. For these reasons and the reasons discussed in the Draft EIR, the project would not result in the loss of forest land or conversion of forest land to non-forest use. No impacts would occur (Draft EIR, page 3.2-13 through 3.2-14).

Impact AG-5: The project would not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural uses or conversion of forest land to non-forest use (Draft EIR, page 3.2-14).

Findings: No Impact. No mitigation is required (Draft EIR, page 3.2-14).

Facts in Support of Findings: The proposed project would not convert any mapped Prime Farmland, Farmland of Statewide Importance, or Unique Farmland to non-agricultural uses. None of the surrounding sites are farmed or in agriculture production. Beyond the neighboring sites sits the Urban Limit Line (ULL) and Roddy Ranch to the south, and the Empire Mine State Park to the west. The properties to the north and the east of the project site have been fully developed with single-family homes and a hospital, respectively. Thus, the proposed project could not involve other changes that would result in conversions of Farmland to non-agricultural use (Draft EIR, page 3.2-14).

As discussed above, forest land does not exist within the project site, or anywhere adjacent to it. For these reasons and the reasons discussed in the Draft EIR, the project would not involve changes to the existing environment which, due to their location or

nature, could result in the conversion of Farmland to non-agricultural uses or forest land to non-forest uses (Draft EIR, page 3.2-14).

Cumulative Agricultural Impact: The project would not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural uses or conversion of forest land to non-forest use (Draft EIR, page 3.2-14).

Findings: No Impact. No mitigation is required (Draft EIR, page 3.2-14).

Facts in Support of Findings: As discussed above, the project site is not designated or mapped as Farmland and does not contain forest land. Therefore, the proposed project would not convert Farmland to non-agricultural use or convert forest land. In addition, the area surrounding the project site is not designated as Farmland, nor does it contain designated forest land. Cumulative projects identified within Table 3-1 are either located within areas designated as Farmland of Local Importance or Urban and Built Up Land—not Prime Farmland, Unique Farmland, or Farmland of Statewide Importance and do not contain forest land. Thus, no agricultural mitigation would be required to mitigate effects related to such lands. Therefore, the proposed project in conjunction with other projects would not convert Farmland to non-agricultural use or impact forest land and cumulative impacts would be less than significant (Draft EIR 3.2-14-15).

8.1.3 – Air Quality

Impact AIR-4: The project would not result in other emissions such as those leading to odors adversely affecting a substantial number of people (Draft EIR, page 3.3-55).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.3-56).

Facts in Support of Findings: Diesel exhaust would be emitted during construction, the odors of which are objectionable to some. However, construction activity would be short-term and finite in nature. Furthermore, equipment exhaust odors would dissipate quickly and are common in an urban environment. As such, the project would not create objectionable odors affecting a substantial number of people during construction. Therefore, construction odor impacts at existing off-site odor sensitive receptors would be less than significant.

Land uses typically considered associated with odors include wastewater treatment facilities, waste-disposal facilities, or agricultural operations.

The proposed project is a residential and commercial development project and is not expected to produce any offensive odors that would result in odor complaints. During operation of the proposed project, odors would primarily consist of passenger vehicles traveling to and from the site. These occurrences would not produce objectionable

odors affecting a substantial number of people; therefore, operational impacts associated with the proposed project's potential to create odors would be less than significant (Draft EIR, page 3.3-56).

8.1.4 – Biological Resources

Impact BIO-6: The project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan (Draft EIR, page 3.4-74).

Findings: No Impact. No Mitigation is required (Draft EIR, page 3.4-74).

Facts in Support of Findings: The East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) was adopted by the East Contra Costa County Habitat Conservancy on May 9, 2007, and covers the City of Brentwood, City of Clayton, City of Oakley, City of Pittsburg, all of the unincorporated areas of Contra Costa County, Contra Costa Water District, and East Bay Regional Park District. The HCP/NCCP seeks to avoid conflict between conservation and economic development by providing an opportunity to preserve diverse ecosystems, unique species, and scenic landscapes while clearly regulating obstacles to development and growth. The HCP/NCCP covers approximately 175,000 acres in East County, including a Preserve System of up to 30,000 acres to support recreation, livestock grazing, and in small instances, agriculture. Developers within the HCP/NCCP may pay a fee and/or dedicate land rather than individually having to survey, negotiate, and secure State and federal resource permits. The fees are collected, and the HCP Conservancy purchases habitat lands/easements from willing sellers. Funds are also collected for monitoring and/or habitat enhancement.

Chapter 5 of the HCP/NCCP outlines the conservation strategy, which relies on the following types of conservation measures for both habitat and species:

- Avoidance and minimization
- Habitat preservation
- Habitat enhancement
- Habitat restoration
- Habitat creation
- Population enhancement

With regard to wetlands and ponds, the main goal of the HCP/NCCP is to preserve wetlands within the inventory area and restore them in the Preserve System. With regard to grasslands, the goal is to preserve sufficient habitat in the inventory area to maintain viable populations of grassland species. With regard to riparian woodland and scrub habitat, the main goal is to preserve or enhance streams and riparian woodlands in the inventory area. The HCP/NCCP also includes several avoidance and minimization measures.

As noted by the HCP documents, the City of Antioch opted out. Thus, the project Applicant does not have the benefit of the HCP and is instead, required to fund surveys, prepare and obtain individual regulatory permits, and fully mitigate any and all impacts to biological resources in accordance with those permits prior to proceeding with any development on the project site. However, the project Applicant has included over 40 percent of the site as open space, taken all development off of hillsides, is preserving 99 percent of the existing trees on-site, and is preserving the entirety of the Sand Creek Corridor. Accordingly, the project clearly meets the conservation goals and the avoidance minimization measures of the East Contra Costa County HCP (Errata, page 3-35 through 3-36).

If the City has adopted an HCP prior to the start of project construction, and both the City and all resource agencies have approved the HCP, the proposed project would be required to comply with all provisions of the HCP to the extent such impacts could be mitigated by the HCP, and compliance would reduce any impacts to a less than significant level. However, because no HCP/NCCP currently governs the project site, construction impacts related to the consistency with a conservation plan would have no impact on any such plan. For these reasons and the reasons discussed in the DEIR, the project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan (Draft EIR, page 3.4-74).

8.1.5 – Cultural and Tribal Cultural Resources

Impact CUL-5: The project would not cause a substantial adverse change in the significance of a tribal cultural resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1 (Draft EIR, page 3.5-23).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.5-23).

Facts in Support of Findings: In May 2019, the City sent a letter to the Native American Heritage Commission (NAHC) in an effort to determine whether any sacred sites are listed on its Sacred Lands File for the project site. A response was received on June 13, 2019, indicating the search returned negative results for Tribal Cultural Resources (TRCs) in the project site vicinity, and recommended contacting tribal representatives for additional information. The NAHC included a list of eight tribal representatives available for consultation. To ensure that Native American knowledge and concerns over potential TRCs that could be affected by the proposed project are addressed, a letter containing project information and requesting any additional information was sent to each of the seven tribal representatives on August 29, 2019. To date, no response has been received from any of the listed tribal representatives.

The City of Antioch, in its capacity as Lead Agency, has not identified or determined any known TRCs to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. As such, construction activities would not cause a substantial adverse change in the significance of a tribal cultural resource because the City has never made a significance determination (Draft EIR, page 3.5-24).

Cumulative Cultural Resources Impact:

Findings: Less than Significant Impact. No additional mitigation is required (Draft EIR, page 3.5-24 - 25).

Facts in Support of Findings: Although unexpected and unanticipated, there is the possibility that previously undiscovered historic, archeological, or Tribal Cultural Resources could be encountered by subsurface earthwork activities associated with the cumulative projects (Draft EIR page 3.5-24).

Cumulative impacts would be less than significant because construction activities associated with development projects in the project vicinity would be required to mitigate for impacts through compliance with applicable federal and State laws governing such resources. (Draft EIR pages 3.5-24 -25.) The implementation of project construction mitigation measures would ensure that undiscovered resources are not adversely affected by cumulative project-related construction activities, which would prevent the destruction or degradation of potentially significant resources. Given the low potential for disruption, and the comprehensiveness of project level mitigation measures that would apply to the cumulative projects, the project, in conjunction with other planned and approved projects, would result in a less than significant impact (Draft EIR pages 3.5-24 -25).

Additionally, while some cultural resources may have regional significance, the resources themselves are site specific, and impacts are project-specific. Prehistoric, historic, and Native American cultural resources are unique and non-renewable resources. As noted previously, the potential exists for unknown subsurface archaeological and Native American cultural resources to be unearthed during site excavation. Though implementation of cumulative projects could collectively impact cultural or tribal resources in the geographic area, the proposed project's incremental impact when added to other past, present, and reasonably foreseeable future actions would be minor. In addition, the City of Antioch General Plan EIR anticipates the buildout of the proposed project with urban land uses and has ensured that the anticipated projects would not result in substantial adverse cumulative impacts on cultural resources. Known cultural resources are located on the project site and the potential exists for cultural or tribal resources to be located on the project site; however, as stated above, mitigation measures included in this EIR would reduce any associated project impacts to less-than-significant levels. In addition, similar to the proposed project, all other projects in the City would be subject to the same regulations and standards required to ensure a less-than-significant impact to cultural and tribal resources (Draft EIR pages 3.5-24 -25). Therefore, the project's contribution to a

combined effect on cultural resources would be considered less than significant and no further mitigation is necessary to reduce cumulative impacts to below a level of significance.

8.1.6 – Geology and Soils

Impact GEO-5: The project would not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater (Draft EIR, page 3.6-22).

Findings: No Impact. No mitigation is required (Draft EIR, page 3.6-21).

Facts in Support of Findings: The proposed project would be connected to and served by the existing municipal sanitary sewer system, and would not use septic tanks or any alternative wastewater disposal system. Therefore, there would be no impacts related to soil capability of supporting the use of alternative wastewater disposal systems (Draft EIR, page 3.6-22). For these reasons and the reasons discussed in the EIR, the project would not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater (Draft EIR, page 3.6-22).

Cumulative Impact Geology and Soils: The project would not have a cumulative impact on geology or soils (Draft EIR, page 3.6-23).

Findings: Less than Significant Impact. No mitigation is necessary (Draft EIR, page 3.6-24).

Facts in Support of Findings: Adverse effects associated with geology and soils tend to be localized; therefore, the area near the project site would be the area most affected by project activities (generally within a 0.50-mile radius). None of the cumulative projects listed in Chapter 3, Environmental Impact Analysis, Table 3-1, Cumulative Projects, are within 0.50 mile of the proposed project. (Draft EIR, pages 3.6-23 - 24).

Development in the project vicinity has not included any uses or activities that would result in geology or soils impacts. All construction phases of this project, and other foreseeable projects in the area, would be required to adhere to all federal, State, and local programs, requirements, and policies pertaining to building safety and construction permitting. All projects would be required to adhere to the City's Building Code and Grading Ordinance. Cumulative projects would adhere to the provisions of the California Building Standards Code (CBC), and policies of the City of Antioch General Plan and Antioch Municipal Code reducing potential hazards associated with seismic ground shaking and ground failure. (Draft EIR, page 3.6-24).

Additionally, projects would be required to adopt mitigation measures to reduce project specific impacts. As such, the proposed project in conjunction with other cumulative

projects would result in a less than significant cumulative impact associated with seismic-related hazards, geology and soils (Draft EIR, page 3.6-24).

Soil conditions associated with the project site, such as expansive soils, are specific to the project site and generally do not contribute to a cumulative effect. As such, the proposed project, in conjunction with other projects, would not have a cumulatively significant impact associated with soil-related hazards (Draft EIR, page 3.6-24).

The likelihood of presence of geologic resources and paleontological resources on the cumulative project sites is relatively low, given that the majority of soil disturbance associated with these projects will take place within Holocene soils too young to be fossiliferous. However, while it is unlikely and unanticipated, there is the possibility that previously undiscovered resources could be encountered; accordingly, the implementation of standard measures would ensure that undiscovered geologic and paleontological resources are not adversely affected. Given the low potential for disruption and the comprehensiveness of mitigation measures that would apply to the cumulative projects in the vicinity, the proposed project, in conjunction with other planned and approved projects, would result in a less than significant cumulative impact related to unique geologic and paleontological resources (Draft EIR page 3.6-24.)

Cumulative impacts are less than significant and no further mitigation is necessary to reduce cumulative impacts to below the level of significance (Draft EIR, page 3.6-24).

8.1.7 – Greenhouse Gas Emissions and Energy

Impact GHG-2: The project would not conflict with any applicable plan, policy or regulation of an agency adopted to reduce the emissions of GHGs (Draft EIR page 3.7-49).

Findings: Less than Significant Impact. No mitigation is necessary (Draft EIR page 3.7-56).

Facts in Support of Findings: As discussed in detail in under Impact GHG-2 (DEIR pages 3.7-49 – 56), the Statewide Assembly Bill 32 (AB 32) Scoping Plan and the Senate Bill 32 (SB 32) Scoping Plan Update rely on increased building energy efficiency as a method to address one of the largest Statewide greenhouse gas (GHG) sectors (i.e., Energy Use). The proposed project would be compliant with all applicable energy efficiency standards such as Title 24 and CALGreen. Compliance with these regulations would result in higher energy efficiency operations than the existing buildings. As presented in Table 3.7-7 of the EIR, the proposed project is consistent with most of the Scoping Plan's strategies, while others are not applicable. Therefore, the proposed project would not conflict with the recommendations of AB 32 in achieving a Statewide reduction in GHG emissions. Therefore, the proposed project would not significantly hinder or delay the State's ability to meet the reduction targets contained in AB 32 or conflict with implementation of the Scoping Plan. Furthermore, as shown in Table 3.7-8, implementation of the proposed project would not conflict with the reduction measures

outlined in the 2017 Scoping Plan Update addressing the SB 32 targets. Therefore, the proposed project would not conflict with any applicable plan, policy or regulation of an agency adopted to reduce the emissions of GHGs. The impact would be less than significant and no mitigation is required (Draft EIR pages 3.7-49–56).

Impact GHG-3: The project would not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation (Draft EIR, page 3.7-57).

Findings: Less than Significant Impact. No mitigation is necessary (Draft EIR, pages 3.7-57–59).

Facts in Support of Findings: As discussed in the Draft EIR and modeled in Appendix C, the proposed project would be designed and constructed in accordance with the City's latest adopted energy efficiency standards, which are based on the State's Title 24 energy efficiency standards. These standards are widely regarded as the most advanced energy efficiency standards and compliance would ensure that operational energy consumption would not result in the use of energy in a wasteful manner or inefficient manner. The project site is also located approximately 3 miles from the Antioch BART Station, which is served by the yellow line. Tri Delta Transit provides bus services in eastern Contra Costa County. Local Routes 379, 388, and 392 would provide bus services to the project site, and the nearest bus stop to the project site for the aforementioned routes is located approximately 230 feet east of the project site across Deer Valley Road. The existing transportation facilities in the area would provide future residents, visitors, and employees with access to public transportation, thus further reducing fuel consumption demand. Additionally, the proposed project would include sidewalks on local streets and bicycle lanes, which would connect to existing bicycle lanes, thus encouraging walking and bicycling within the project site and to off-site destinations. For these reasons, transportation fuel consumption would not result in a significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during long-term operations (Draft EIR, pages 3.7-57–59).

Therefore, the construction and operational impact related to consumption of energy resources would be less than significant (Draft EIR, pages 3.7-57–59).

Impact GHG-4: The project would not conflict with or obstruct a state or local plan for renewable energy efficiency (Draft EIR, page 3.7-59).

Findings: Less than Significant Impact. No mitigation is necessary (Draft EIR, pages 3.7-59–60).

Facts in Support of Findings: With respect to construction impacts, the proposed project would be required to comply with California Code of Regulations, Title 13, Sections 2449(d)(3) and 2485 which limit idling from both on-road and off-road diesel-

powered equipment and are enforced by the ARB. There are no renewable energy standards that would apply to construction of the proposed project. Therefore, construction would not conflict with or obstruct any regulations adopted for the purposes of increasing the use of renewable energy. Therefore, it is anticipated that construction of the proposed project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing energy use or increasing the use of renewable energy. Therefore, construction-related energy efficiency and renewable energy standards consistency impacts would be less than significant (Draft EIR page 3.7-59).

At operation, the proposed project would purchase power comprised of a greater amount of renewable sources compared to what is required by regulations in effect (Draft EIR page 3.7-60). In addition, the City's CCAP includes green building and energy efficiency policies that promote planting trees to shade buildings, installing energy efficient appliances, reducing household water use, and expanding bicycle use and public transportation. The proposed project would include extensive bicycle lanes and sidewalks, and would provide access to Tri Delta Transit bus services. Proposed buildings would be designed and constructed in accordance with the State's Title 24 energy efficiency standards. The project's approach to landscape design aims to minimize manicured landscapes and extensive lawns, and to maximize tree preservation. The proposed project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing energy use or increasing the use of renewable energy. Therefore, operational energy efficiency and renewable energy standards consistency impacts would be less than significant (Draft EIR page 3.7-60).

8.1.8 – Hazards, Hazardous Materials, and Wildfire

Impact HAZ-1: The project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (Draft EIR, page 3.8-26).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.8-26).

Facts in Support of Findings: Construction activities would involve the use of heavy equipment, which would contain fuels, oils, and various other products such as concrete, paints, and adhesives that could be considered hazardous. However, the project contractor would be required to comply with all local, State, and federal laws regulating the handling, storage, and transportation of hazardous and toxic materials, as overseen by the California Environmental Protection Agency (Cal/EPA), the Central Valley Regional Water Quality Control Board (RWQCB), and the California Department of Toxic Substances Control (DTSC) (Draft EIR, page 3.8-26).

The proposed project would include residential development, parks, open space and trails, the dedication of future a fire station site, and a Village Center that would include commercial, office, and retail space. Residential and general commercial land uses do not typically involve the routine transport, use, disposal, or generation of substantial

amounts of hazardous materials. During project operation, hazardous materials use would be limited to landscaping products such as fertilizer, pesticides, as well as typical commercial and household-type maintenance products (cleaning agents, degreasers, paints, batteries, and motor oil). Proper handling and usage of such materials in accordance with label instructions would ensure that adverse impacts to human health or the environment would not occur (Draft EIR, page 3.8-26).

Impact HAZ-3: The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school (Draft EIR, page 3.8-31).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.8-31).

Facts in Support of Findings: The nearest schools to the project site are Diablo Vista Elementary School, located 0.79-mile northeast of the proposed project site, and Dozier-Libbey Medical High School, located 0.86-mile southeast of the project site. As such, the project site is not located within 0.25-mile of a school and project construction would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25-mile of an existing or proposed school (Draft EIR, page 3.8-31).

Impact HAZ-4: The project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would not create a significant hazard to the public or the environment (Draft EIR, page 3.8-31).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.8-31).

Facts in Support of Findings: According to the Geotracker and EnviroStor websites, the project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Therefore, impacts would be less than significant (Draft EIR, page 3.8-31).

Impact HAZ-5: For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, the project would not result in a safety hazard or excessive noise for people residing or working the project area (Draft EIR, page 3.8-32).

Findings: No Impact. No mitigation is required (Draft EIR, page 3.8-32).

Facts in Support of Findings: The project site is not located within an airport land use plan, nor within 2 miles of a public airport or private airstrip. The nearest major airport is the Byron Airport, which is located over 10 miles southeast of the project site. According to the Contra Costa County Airport Land Use Commission, the project site is not within the ALUCP area or the area of influence of the nearest airport; therefore, the project site is not within an area of influence identified for the Byron Airport. Thus, the project site would not be subject to any safety hazards associated with an airport, and no impact would occur (Draft EIR, page 3.8-32).

Impact HAZ-7: The project would not expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires (Draft EIR, page 3-34).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.8-35).

Facts in Support of Findings: The potential for construction activities to result in wildland fires is present. The Applicant and construction contractor would be required to work closely with Contra Costa County Fire Protection District to establish Best Management Practices (BMPs) and specific safety precautions to reduce potential wildfire impacts during construction, and to ensure that any wildfire hazards that occur are contained to minimize the potential for significant risk of loss, injury, or death involving wildland fires. As such, impacts would be less than significant (Draft EIR, page 3.8-34).

The majority of the project site currently consists of undeveloped grassland, and the proposed project would preserve the existing Sand Creek corridor, in addition to various hills and ridgeline areas in the northwestern and southwestern portions of the project site, as open space. Landscaping placed between open spaces and developed areas of the project site would have the potential to transfer wildland fires to the developed areas of the project site. However, landscaping within the proposed project would be required to adhere to City of Antioch Municipal Code Section 9-5.1003, which advises that landscaping plantings be selected for fire resistance, where appropriate. Wildland fires in the immediate vicinity of the proposed project would be ground fires (i.e., grass fires versus large stand-replacing crown fires in heavily wooded areas). The maintenance of fire resistant landscaping adjacent to exposed structures would reduce the likelihood that fires would spread from wildlands to adjacent developed areas (Draft EIR, page 3.8-34).

According to the California Department of Forestry and Fire Protection (CAL FIRE), the project site is not located within a fire hazard severity zone. The General Plan EIR determined that new development within the rural, hilly terrain included in the Sand Creek Focus Area could expose persons to hazardous conditions associated with wildland fires. However, the General Plan EIR concluded that impacts related to wildland fire hazards resulting from buildout of the General Plan would be less than

significant with implementation of the fire protection policies in the General Plan (Draft EIR, page 3.8-34).

The proposed project plan includes a 2.00-acre parcel within the southeastern portion of the project site, adjacent to Deer Valley Road, for the construction by Contra Costa County Fire Protection District of a fire station. Construction of the fire station would enhance emergency response capabilities for the project site and the City of Antioch generally (Draft EIR, page 3.8-34).

The proposed project would be required to comply with all applicable fire protection policies, such as Policy 8.10.2a, which includes enforcement of building codes to reduce fire hazards, and Policy 8.10.2d, which includes involvement of Contra Costa County Fire Protection District in the development review process. In addition, development of the proposed project would include the installation of fire suppression systems (e.g., fire hydrants, automatic fire sprinklers, smoke detectors), would be designed in accordance with the latest requirements of the California Fire Code, and would improve emergency access by way of the extension of Sand Creek Road through the project site. The extension of Sand Creek Road would be the primary Emergency Vehicle Access (EVA) route to the project site. A secondary EVA would be provided through Village 9, as shown in Exhibit 2-14 of the Draft EIR (Draft EIR, page 3.8-34).

In accordance with State standards, the proposed project would be required to maintain defensible space to provide a firebreak that would prevent the spread of ground fires and protect on-site structures. Project plans would be routed to Contra Costa County Fire Protection District for review and approval. Contra Costa County Fire Protection District provides fire prevention services to the City of Antioch through inspections, code enforcement, plan review and engineering services, public education, fire investigations, and exterior hazard control, and review by Contra Costa County Fire Protection District would ensure that any potential hazards associated with wildland fires to the proposed buildings and structures would be appropriately reduced. Therefore, impacts of the proposed project related to exposure of people or structures to the risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands, would be less than significant (Draft EIR, page 3.8-34).

Impact WILD-1: Due to slope, prevailing winds, and other factors, the project would not exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire (Draft EIR, page 3.8-36).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.8-37).

Facts in Support of Findings: The proposed project is located within the Sand Creek Focus Area in the City of Antioch, west of Deer Valley Road. According to CAL FIRE, the project is not located within a State Responsibility Area (SRA) Very High Fire Hazard

Severity Zone.24 However, the property immediately south of the project site is designated high fire hazard zone. While the site itself is not within an SRA, it is located adjacent to a site that is (Draft EIR, page 3.8-36).

The BAAQMD monitors the Bay Area's air quality at a number of stations. The closest air quality data monitoring station to the project site is located in the City of Bethel Island, approximately 8.80 miles to the northeast. According to the BAAQMD, the average wind speed for Bethel Island varies month to month and ranges from 19 to 31 mph. Wind direction also varies from month to month and ranges from 356 to 360 degrees from the monitoring location (Draft EIR, page 3.8-36).

The project site would be developed with buffers between the grasslands to the west and south. Furthermore, no homes will be constructed along ridgelines or slopes of 25 percent or steeper, which reduces wildfire risk. The proposed project also includes the reservation of land for construction of a fire station on a 2.00-acre parcel within the southeastern portion of the project site, adjacent to Deer Valley Road. Construction of the fire station would enhance emergency response times for the project site and the City of Antioch generally. As mentioned in Section 3.13, Public Services, the proposed project would be required to pay a one-time fire impact fee per single-family home of \$951 to assist with costs of constructing a new fire station.26 Similar construction impact fees would be assessed for multi-family residential, commercial, office, and industrial buildings. In addition, the Applicant will work with the City to create a Community Facilities District (CFD) to fund its fair share portion of the operation of the fire station. Payment of impact fees and operational costs would ensure that the proposed project would be adequately served by existing Contra Costa County Fire Protection District facilities (Draft EIR, page 3.8-36).

Slopes and areas prone to vegetation/grass fires are present within the project site. However, development along slopes within the site would not occur, and the proposed project would incorporate fire resistant landscaping and building materials to reduce potential wildfire impacts to a less than significant level. Furthermore, proposed project structures would be required to comply with the California Fire Code with regard to emergency/fire access and use of building materials that would limit the spread of wildfire to the greatest extent possible. Therefore, impacts related to exposure of project occupants to pollutant concentrations from a wildfire or uncontrolled spread of wildfire would be less than significant (Draft EIR, page 3.8-36 through 3.8-37).

Impact WILD-2: The project would not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment (Draft EIR, page 3.8-37).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.8-37).

Facts in Support of Findings: The proposed project consists of a master planned community located within the western portion of the Sand Creek Focus Area in the City of Antioch. Because the existing project site is undeveloped, electrical power lines would be required to develop the proposed project. However, all electricity infrastructure would be located underground and tie into existing infrastructure located at Dallas Ranch Road and an existing substation located approximately 0.50-mile south of the Hillcrest/Prewett Drive intersection. This would minimize risk of potential ignition and related fire risk above ground. Additionally, natural gas would be provided via a joint trench and connected to existing gas lines on the project site. The proposed project would not require installation of emergency water sources as an existing water tank is located just north of the project site.

Furthermore, the proposed project includes a 2-acre fire station site within the southeastern portion of the project site, adjacent to Deer Valley Road, upon which Contra Costa County Fire Protection District will construct a new fire station to serve the project and surrounding areas. Construction of the fire station would enhance emergency response capabilities for the project site and the City of Antioch generally.

The proposed project has been designed to include wildfire buffers and to keep development off of ridgelines and hilltops to reduce risk of wildfires. At least two bridges will be installed connecting the southern development area to the northern development area to ensure sufficient access in the event of an emergency.

As such, none of the proposed infrastructure would exacerbate fire risk; therefore, this impact would be less than significant (Draft EIR, page 3.8-37).

Impact WILD-3: The project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes (Draft EIR, page 3.8-38).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.8-38).

Facts in Support of Findings: The project site is located within the western portion of Sand Creek Focus Area, and is not susceptible to landslides or downstream flooding. While the portion of the site traversed by Sand Creek is within Zone A (a flood zone), the remaining and developable project area is within Zone X. In addition, the proposed project is not located within an area that is susceptible to landslides, as noted in Section 3.6, Geology and Soils. Therefore, the proposed project would not expose people or structures to significant risks and impacts related to flooding and landslide hazards due to post-fire slope instability or drainage changes would be less than significant (Draft EIR, page 3.8-38).

Cumulative Impact Hazards, Hazardous Materials, and Wildfire: The project would not result in cumulative impacts related to hazards, hazardous materials, or wildfire (Draft EIR, page 3.8-38 - 40).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.8-40).

Facts in Support of Findings: Hazardous materials and other public health and safety issues are generally site-specific and/or project-specific, and would not be significantly affected by other development inside or outside of the City. Other proposed and pending projects in the region under the cumulative context would include buildout of the City of Antioch General Plan, as well as development of the most recent planned uses within the vicinity of the project area (Draft EIR, page 3.8-38).

The proposed project is a residential and commercial development and, thus, does not involve industrial processes or any operations that would involve the routine use of hazardous materials. Furthermore, any future proposed development project would be subject to the same federal, State, and local hazardous materials management requirements as the proposed project. Therefore, potential risks associated with increased hazardous materials use in the community, including potential effects, if any, on the proposed project, would not cumulate to become a significant impact (Draft EIR, page 3.8-38).

With the implementation of policy provisions and regulatory requirements outlined within this section the proposed project would not have any potentially significant impacts on hazards or emergency response/access. Furthermore, any future proposed development would be subject to the same federal and State requirements as the proposed project, which would ensure the safe transport, storage, use, and disposal of hazardous materials and wastes for the protection of human health and the environment. Therefore, the proposed project would not have a significant cumulative impact on hazards or emergency response/access (Draft EIR, page 3.8-40).

The cumulative projects, listed in Table 3-1, would result in predominantly residential development, which would increase emergency situations, including wildfires and thus increase the need for emergency services. Payment of impact development fees would ensure adequate fire protection services and emergency access would reduce potential impacts to hazards and emergency response to a less than significant level. All other projects in the City would be subject to the same regulations and standards required to ensure a less-than-significant impact related to hazards and hazardous materials. In addition, evacuation procedures in the event of an emergency, such as during a wildfire, are related to circulation and emergency access (Draft EIR, page 3.8-39).

In addition, all construction of all projects in the City would adhere to the City Building Codes that are designed to minimize the potential for uncontrolled fires. The City of Antioch 2003 General Plan EIR acknowledges that future development in the southeast area of Antioch would result in increased population and would alter the existing street

network. All development would, however, comply with emergency access requirements as a condition of construction (Draft EIR, page 3.8-39).

The project also includes dedication of land for the construction and operation of a future fire station on a 2.00-acre parcel within the southeastern portion of the project site, adjacent to Deer Valley Road. Construction of the fire station would enhance emergency response capabilities for the project site and the City of Antioch generally. As such, cumulative impacts related to wildfire hazards and emergency response would be less than significant (Draft EIR, page 3.8-39).

8.1.9 – Hydrology

Impact HYD-1: The project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality (Draft EIR, page 3.9-18).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.9-20).

Facts in Support of Findings: Construction activities could expose soils on the project site to potential water erosion and construction equipment-related pollutants. Runoff carrying eroded soils and pollutants could enter storm drainage systems and enter Sand Creek, increasing sedimentation and degrading downstream water quality. These sediments could also be carried downstream and discharged into the San Joaquin River Delta leading to the San Francisco Bay and Pacific Ocean, degrading surface water quality, or allowed to seep into the associated groundwater table. However, Chapter 9 of the City's Municipal Code, Storm Water Management and Discharge Control, requires projects that would disturb more than 1 acre of land to comply with the City's National Pollutant Discharge Elimination System (NPDES) permit. Consequently, given that proposed construction would disturb more than 1 acre of land, the proposed project would be required by the State to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit). Compliance with the Construction General Permit requires the project Applicant to file a Notice of Intent (NOI) with the California State Water Resources Control Board (State Water Board) and prepare a Storm Water Pollution Prevention Plan (SWPPP) prior to construction. The SWPPP would incorporate BMPs to reduce pollutants from construction activities potentially entering surface waters (Draft EIR, page 3.9-18).

As described in the Preliminary Stormwater Control Plan, the majority of project site soils have a very low potential for infiltration and would prevent most pollutants from seeping into groundwater. Furthermore, implementation of the SWPPP would also prevent pollutants from entering the Tracy Subbasin by implementing BMPs, such as dust-control watering and fiber rolls, which would prevent pollutants from moving off-site. Although construction activities have the potential to generate increased sedimentation, compliance with applicable policies and regulations would minimize the potential to degrade water quality in downstream water bodies to the maximum

extent possible. Therefore, construction impacts related to surface and groundwater and respective water quality would be less than significant and no mitigation is required (Draft EIR, page 3.9-18).

Operation of the proposed project would result in an increase of impervious surfaces on the project site and in turn generate stormwater runoff, which may carry pollutants such as pesticides, fertilizers, and deposits of fluids and metals from motor vehicles into Sand Creek or allow seepage of such pollutants into the associated groundwater table. However, the project site has soils with a very low potential for infiltration, and, thus, potential project operation impacts to groundwater quality would be low (Draft EIR, page 3.8-19).

As shown in Exhibit 3.9-2, the project site would be divided into five main drainage management areas (DMAs). Within each DMA, the proposed project would include Integrated Management Practices (IMPs) that provide full bioretention treatment of stormwater runoff. In addition, each DMA would include a gravity-flow storm drainage system that would collect stormwater and convey it to an IMP feature, such as a stormwater retention basin, specifically designed for the pertinent amount of impervious and pervious surfaces. As discussed further under Impact HYD-3, the proposed stormwater retention basins would contain stormwater cisterns, which would include full water-quality treatment per C.3 criteria. In addition, stormwater entering the stormwater cisterns would percolate through a bioretention medium, or filter, that would provide water quality treatment to stormwater prior to discharge into Sand Creek. Stormwater pollutants would be contained within the retention basins further reducing potential surface or groundwater quality impacts. Additionally, the proposed project would include several permanent and operational BMPs that would further reduce the project's potential to generate pollutants that could degrade surface or groundwater quality (Draft EIR, page 3.8-20).

As a result, the combination of very-low infiltration soils, on-site stormwater treatment facilities, and source control BMPs would prevent project operation from significantly degrading surface or groundwater quality. Therefore, operational impacts related to surface and groundwater and respective water quality would be less than significant and no mitigation is necessary (Draft EIR, page 3.8-20).

Impact HYD-2: The project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin (Draft EIR, page 3.9-23).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.9-23).

Facts in Support of Findings: The proposed project would develop 373.60 acres of the 551.50-acre project site and result in 7,731,723 square feet of impervious surfaces. While the tenant currently pumps groundwater for watering livestock and the single-

family home use, the proposed project does not propose to pump groundwater from the local groundwater basin in the future for operational activities. Thus, the project would not result in increased withdrawals from, or depletion of, groundwater supplies.

The proposed project would result in an increase in impervious surfaces (e.g., roads, driveways, and roofs), which would reduce the infiltration of groundwater to the underlying groundwater basin. The majority of the project site's on-site soils are characterized as having low soil permeability as only 1.5 percent of the project site contains HSG A soils. The HSG A soils are located in the southern section of the site that would not be developed.¹⁸ Therefore, on-site soils have limited potential for direct infiltration of stormwater. Thus, the proposed project would not be expected to impact groundwater supplies or recharge due to the low possibility of stormwater infiltration on the project site.

The majority of stormwater runoff from the site currently flows into Sand Creek, where waters are allowed to percolate and contribute to groundwater recharge in the area. The proposed stormwater facilities include basins where percolation into the underlying groundwater could occur. In addition, the proposed stormwater facilities, IMPs 4 and 5, would continue to drain into Sand Creek.

Accordingly, implementation of the proposed project would continue to allow runoff to contribute to groundwater recharge. Thus, development of the proposed project would not interfere substantially with groundwater recharge.

In conclusion, the proposed project would not interfere substantially with groundwater supply, recharge, or groundwater management. Therefore, impacts related to groundwater recharge and supply would be less than significant (Draft EIR, page 3.9-23).

Impact HYD-3: The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

- i) Result in substantial erosion or siltation on- or off-site;
- ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;
- iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater systems or provide substantial additional sources of polluted runoff;
- iv) Impeded or redirect flood flows (Draft EIR, page 3.9-24).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.9-28).

Facts in Support of Findings: Project construction would involve grading, earth-moving activity, and soil disturbance that would take place over 373.60 acres of the acre

project site and the off-site improvement area. Chapter 9 of the City's Municipal Code, Storm Water Management and Discharge Control, requires projects that will disturb more than 1 acre of land, such as the proposed project, to comply with the City's NPDES permit. Consequently, the Applicant would be required by the State to obtain coverage under the State General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit), which pertains to erosion- and siltation-related pollution from grading and project construction. Compliance with the Permit requires the project Applicant to file an NOI with the State Water Board and prepare a SWPPP prior to construction. The SWPPP would incorporate BMPs in order to prevent, or reduce to the greatest feasible extent, adverse impacts to water quality from erosion and sedimentation. Therefore, construction impacts related to alteration of drainage patterns resulting in erosion or siltation would be less than significant (Draft EIR, page 3.9-24).

Impacts related to increased runoff, and impedance or redirection for flood flows are limited to operational impacts. However, the proposed project would be required to implement a SWPPP as part of its Construction General Permit to ensure that additional sources of polluted runoff is prevented during construction. Thus, construction of the project would not create or contribute runoff water that would provide substantial additional sources of polluted runoff. Project construction includes the creation of expanded storm drain capacity along Dallas Ranch Road to convey stormwater that currently sheet flows across the sites, as well as the creation of bioretention basins capable of holding runoff during storm events and prevent any exacerbation of flooding on- or off-site. Therefore, project construction would improve existing conditions and would not result in exceedance of storm drain capacity or create additional sources of runoff. Impacts would be less than significant.

The proposed project would include two new outfalls to discharge stormwater from the northern and southern bioretention basins into Sand Creek. These new outfalls would require a 401 Water Quality Certification from the Central Valley RWQCB. The project Applicant would be required by State law to acquire this certification prior to construction and further measures required by the Central Valley RWQCB would improve stormwater quality impacts. As a result, the proposed project would not substantially increase erosion or siltation with mitigation incorporated. Therefore, impacts would be less than significant (Draft EIR, page 3.9-25).

Stormwater treatment and conveyance included as part of the project would be designed according to Contra Costa County's hydrograph modification performance requirements. Furthermore, the City would require the project Applicant to submit a Final Stormwater Control Plan and related Stormwater Control Operations & Maintenance (O&M) Plan to the City for review and approval prior to issuance of grading permits. The Final Stormwater Control Plan would be conducted to assess consistency with all NPDES rules, regulations, and procedures for municipal, construction, and industrial activities as promulgated by the State Water Board or the Central Valley RWQCB. The Final Stormwater Control Plan and related Stormwater Control O&M Plan would be submitted to the City Public Works Department for review

and approval related to compliance with the City's NPDES Permit and the Contra Costa Clean Water Program (CCCWP) Stormwater C.3 Guidebook. Grading, construction, and operational site plans would also be reviewed to verify consistency with the final Stormwater Control Plan and compliance with Provision C.3 of the CCCWP's NPDES Permit and the City's Stormwater Management and Discharge Control Ordinance Title 6 Chapter 9, Stormwater Management (Draft EIR, page 3.9-26 through 3.9-27).

As a result, operation of the proposed project would not substantially increase the rate or amount of surface runoff such that flooding would occur on- or off-site. Therefore, operational impacts related to increased runoff resulting in flooding would be less than significant (Draft EIR, page 3.9-27).

Proposed stormwater facilities would be designed according to the Stormwater C.3 Guidebooks and would include a bioretention soil medium that would provide stormwater treatment. Additionally, proposed project would include operational BMPs, such as native landscaping, preservation of open space to maximize ground cover, and maintenance of inlets to ensure debris does not block stormwater flows, which could reduce the amount of pollutants entering Sand Creek. However, increased stormwater runoff from project site development could still increase sources of polluted runoff. As described previously, implementation of a City-approved Final Stormwater Control Plan and related Stormwater Control O&M Plan would ensure the proposed project includes BMPs designed to prevent the significant release of stormwater pollutants consistent with all NPDES rules, regulations and procedures for municipal, construction, and industrial activities as promulgated by the State Water Board or the Central Valley RWQCB. Thus, with implementation of a City-approved stormwater control plan, operation of the proposed project would not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Therefore, operational impacts related to additional sources of polluted runoff or exceedance of storm drainage system capacity would be less than significant (Draft EIR, page 3.9-28).

As shown in Exhibit 3.9-1, the majority of the project site is located in Zone X—Area of Minimal Flood Hazard. However, the areas directly adjacent to Sand Creek are designated as Zone A—Area subject to inundations by the 1 percent annual chance flood event. The proposed project would include the construction of a vehicle bridge and a separate bicycle/pedestrian bridge across Sand Creek; the bridges would also accommodate required water and sewer line crossings. Ultimately, the vehicular bridge may be up to four lanes, but construction may be phased such that a 2-lane bridge would be built first, and then widened in the future into the ultimate 4-lane configuration. The vehicular bridge would be constructed on top of bridge abutments located outside the banks of Sand Creek, spanning the jurisdictional areas and ordinary high-water mark (OHWM) of Sand Creek. As a result, due to the placement of the bridge above the jurisdiction areas and the OHWM, the vehicle bridge would not have the possibility to impede flood flows because it would be located outside of a known flood hazard zone (Draft EIR, page 3.9-28).

The bicycle/pedestrian bridge could potentially include supports within the Sand Creek OHWM, and could therefore potentially impede or redirect flood flows. Consistent with General Plan policies 8.7.2 and 11.4.2, the proposed project would prepare a hydraulic study to assess the current flow of Sand Creek and to demonstrate the effect of any bridge supports on the creek flow and/or the 100- year floodplain. If needed, modifications to the bridge design, up to and including clear spanning of the creek would be implemented at the City's direction to ensure compliance. If bridge supports are proposed within the creek, applicable regulatory permits including a streambed alteration agreement from California Department of Fish and Wildlife and water quality certification from the RWQCB would impose additional protective measures to ensure water quality. Compliance with applicable local, State, and federal laws would ensure that the design of the pedestrian/bicycle bridge would not adversely affect the creek flow and/or the 100-year floodplain. Therefore, operational impacts related to impedance or redirection of flood flows would be less than significant (Draft EIR, page 3.9-28).

Impact HYD-4: The project would not be located in a flood hazard zone, tsunami, or seiche zone, or risk release of pollutants due to project inundation (Draft EIR, page 3.9-29).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.9-30).

Facts in Support of Findings: As shown in Exhibit 3.9-1, the majority of the project site is located within Federal Emergency Management Agency (FEMA) Flood Zone X, which is outside of the 100-year flood hazard area. However, portions of the project site are located within Zone A, which is an area subject to inundation by the one percent annual chance flood event. The areas designated as Zone A are limited to the portions of the site immediately adjacent and encompassing Sand Creek. The proposed project would include a 250-foot-wide corridor along Sand Creek (approximately 125 feet on either side of the Creek). Additionally, no housing is proposed to be located within the 100-year flood hazard zone (Draft EIR, page 3.9-29).

Construction of the proposed bridges, water line, and 15-inch sewer line would occur within Zone A. The pedestrian/bicycle bridge would be anticipated to be built under either a clear-span design option or a design option using supporting piles. A clear-span pedestrian bridge would allow the bridge to span the 100-year floodplain without requiring construction of structures within the 100-year flood zone. Alternatively, a pedestrian bridge design including support piles would require placement of structures within the 100-year flood zone. Should such structures be placed within the 100-year flood zone, flood waters could be redirected, which would have the potential to result in a change to the FEMA flood hazard zones for the project area. Potential changes to the 100-year flood zone caused by construction of the pedestrian bridge or sewer line could lead to areas identified for residential development or areas designated for use as stormwater treatment, which are currently outside of the 100-year flood zone, being redesignated as within a 100-year flood zone. As a result, the project site could be a risk for inundation from flooding (Draft EIR, page 3.9-29).

However, the City's code requires that a hydraulic study be prepared for City review and would ensure the proposed project acquires and implements the necessary permits and actions to avoid impacts within a designated flood hazard zone. As described previously, should support piles be necessary for the pedestrian bridge, construction of the proposed bridge would require several permits. Compliance with the aforementioned permits, agreements, and certifications would ensure that the proposed project would comply with Central Valley RWQCB Basin Plan policies related to risk of pollutant release within waters (Draft EIR, page 3.9-29).

Tsunamis typically affect coastlines and areas up to one quarter of a mile inland. The project site is located over 50 miles from the Pacific Ocean. Due to the project site's distance from the coast, potential flooding effects related to a tsunami would be minimal. The nearest enclosed body of water to the project site is the Contra Loma Reservoir, which is located over 4.2 miles northwest of the project site. Due to the project site's distance from the nearest enclosed body of water and regional topography, the project site would not be susceptible to flooding resulting from a seiche. As a result, the project site would not be a risk for inundation from tsunami or seiche. Therefore, impacts related to risk of pollutant release due to inundation would be less than significant (Draft EIR, page 3.9-29).

Impact HYD-5: The project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan (Draft EIR, page-3.9-30).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.9-30).

Facts in Support of Findings: The proposed project would not conflict with the CCCWP or the City's Stormwater NPDES permit. Given that proposed construction would disturb more than 1 acre of land, the proposed project would be required to comply with the terms of the Construction General Permit, which would require the preparation and implementation of a SWPPP to include BMPs to ensure reduction of pollutants from construction activities potentially entering surface waters or groundwater. In addition, the project site is not located within a groundwater basin that is subject to a sustainable groundwater management plan.¹⁹ As discussed under Impact UTIL-1, the City of Antioch does not utilize groundwater as a source of potable water. Therefore, construction impacts related to water quality control plan or groundwater management plan consistency would be less than significant (Draft EIR, page 3.9-30).

The project site is located within the Tracy Subbasin. The project site has a very low potential for groundwater recharge, because the project site contains predominantly HSG 'C' type soils that have a very-low soil permeability, preventing significant groundwater infiltration. In addition, the City does not currently pump groundwater and does not plan to use groundwater as a water source for project operation in the future.

Furthermore, the proposed project would be consistent with General Plan Policy 10.7.2d, because the proposed project would include a 250-foot-wide corridor (generally 125 feet on either side) along Sand Creek, which would ensure the protection of groundwater recharge areas. Since the City does not use groundwater as a water source, the proposed project would not conflict with or obstruct a sustainable groundwater management plan. Therefore, operational impacts related to a water quality control plan or groundwater management plan consistency would be less than significant (Draft EIR, page 3.9-30).

Cumulative Impact Hydrology and Water Quality: The project would not result in a cumulative impact to hydrology or water quality (Draft EIR, page-3.9-30 - 32).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.9-32).

Facts in Support of Findings: Cumulative impacts related to hydrology and water quality typically occur within a defined watershed. The project site and all properties on the cumulative projects list in Table 3-1 are located within the Marsh Creek or the adjacent West Antioch Watershed; notably, all respective surface water in the watershed eventually discharges into the San Joaquin Delta. Some cumulative projects are located within the City of Antioch, including the proposed project, and would be required to comply with the CCCWP and City of Antioch General Plan policies, which prevent a project from increasing off-site surface water flow from existing conditions and ensure that projects adhere to best practices during construction to prevent pollutants from being carried off-site (DEIR, page 3.9-30). Cumulative projects located in the City of Brentwood would be required to demonstrate consistency with the City of Brentwood General Plan and applicable codes, ordinances, and policies related to preventing pollutants from being conveyed off site. The combination of these policies and best practices would prevent significant cumulative impacts related to hydrology. Thus, the proposed project would have a less than significant cumulative impact related to hydrology (Draft EIR, page 3.9-31.)

The geographic context for consideration of cumulative impacts related to surface water quality is the Marsh Creek Watershed and West Antioch Watershed. All cumulative project construction would be required to obtain coverage under the State's Construction General Permit from the State Water Board, which would require preparation of a SWPPP that would control potential discharges of contaminants into Sand Creek and the San Joaquin Delta. Operations of these cumulative projects would also be required to comply with the CCCWP, the East County Municipal Separate Storm Sewer Systems (MS4) permit (which covers are cumulative project sites), the City of Antioch Municipal Code regarding stormwater, and the City of Brentwood applicable codes, ordinances, and policies related to water quality. Thus, the proposed project would have a less than significant cumulative impact related to surface water quality (Draft EIR, page 3.9-31).

The geographic context for consideration of cumulative impacts related to groundwater quality and management is the San Joaquin Valley Groundwater Basin. No cumulative projects would have the potential to impact groundwater quality and management as local, State, and federal laws require extensive BMPs be made part of the proposed project prior to any ground disturbance, and ensure that post-construction runoff is free from pollutants. These laws would reduce any potential for pollutants to make their way into surface and groundwaters. Additionally, all cumulative project construction would be required to obtain a Construction General Permit from the State Water Board, which would require preparation of a SWPPP that would control pollutants that could seep into groundwater. Operations of cumulative projects in the City of Antioch would be required to comply with the CCCWP and the Antioch Municipal Code regarding groundwater. Operations of cumulative projects in the Cities of Brentwood would be required to comply with the CCCWP and the City of Brentwood Municipal Code regarding groundwater. Thus, the proposed project would have a less than significant cumulative impact related to groundwater quality (Draft EIR, page 3.9-31).

The geographic context for consideration of cumulative impacts related to flooding is the City of Antioch south of SR-4. According to the Antioch General Plan, portions of the City are located within 100-year and 500-year flood zones as determined by FEMA; however, the majority of the City is located within an area of minimal flood hazard as identified by FEMA. Cumulative development within southern Antioch (South of SR-4) would increase the amount of impervious surface cover and later landscape drainage conditions, which could increase stormwater runoff. The proposed project would contain five DMAs and include three detention basins, which would retain flood waters, if any, during a large storm event. As discussed in Section 3.9 of the EIR, all developments are required to install stormwater systems to ensure post-project peak flows do not exceed pre-project flows (see the NPDES permit and MS4 requirements). Furthermore, during design review, the City would ensure all applicable standards related to on- and off-site flooding would be met through project design. Finally, the proposed project would not construct any housing within a floodplain. Thus, the proposed project would have a less than significant cumulative impact related to flooding (Draft EIR, page 3.9-31 - 32).

8.1.10 – Land Use

Impact LAND-1: The project would not disrupt or physically divide an established community (Draft EIR, page 3.10-20).

Findings: No Impact. No mitigation is required (Draft EIR, page 3.10-20).

Facts in Support of Findings: The physical division of an established community would occur if the proposed project would involve construction of a large linear feature such as a railroad or interstate highway or if it would involve removal of access that would impact mobility such as removal of a bridge. To the contrary, the proposed project involves development of a master planned residential community on a largely undeveloped site within the Sand Creek Focus Area of the City of Antioch General Plan. The project does not propose the type of large linear construction that would impact

mobility within an existing community and the surrounding area. The proposed project consists primarily of residential and associated commercial/retail development, and would be consistent with the existing single-family residential development to the north of the project site. Existing areas to the west, south, and east of the site are not developed or considered established communities. With the exception of the existing residential development to the north, existing development in the project vicinity includes the Kaiser Permanente Medical Center to the east of the site. The proposed project would include internal vehicular circulation and pedestrian focused elements such as sidewalks that would thus improve connectivity and mobility within the community. For instance, consistent with the Circulation Element of the City of Antioch General Plan, the proposed project would provide the long-planned extension of Dallas Ranch Road through the project site to Deer Valley Road, which will allow better and more fluid access to the Kaiser Medical Center on Deer Valley Road, across from the project site. Thus, the proposed project would not physically divide an established community. Therefore, there would be no impact related to division of an established community (Draft EIR, page 3.10-20).

Impact LAND-2: The project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect (Draft EIR, page 3.10-20).

Findings: Less than Impact. No mitigation is required (Draft EIR, page 3.10-20).

Facts in Support of Findings: Impacts related to consistency with applicable land use plans and policies are largely limited to operational impacts. However, consistency with Antioch Municipal Code policies related to tree protection are evaluated in Section 3.4, Biological Resources, and conditions of approval would ensure adherence to the City's tree preservation guidelines. Similarly, impacts related to noise and land use compatibility are evaluated in Section 3.11, Noise, and found to be less than significant with adherence to the noise reduction policies during construction outlined in the General Plan. Otherwise, there are no other adopted land use regulations or standards regarding construction that serve the purpose of avoiding or mitigating an environmental effect (Draft EIR, page 3.10-21).

According to the City of Antioch General Plan, the project site is located within the Sand Creek Focus Area and is designated by the City of Antioch General Plan for "Golf Course Community/Senior Housing/Open Space," "Hillside and Estate Residential," and "Public/Quasi Public." The project site is zoned as a Study District, an interim designation that is utilized until all necessary detailed land use studies are completed for a given area.

The project would amend the City of Antioch General Plan to add a land use designation referred to as the “Restricted Development Area” to the General Plan to protect approximately 149.04 acres of the project site from future urban development and prohibit such development on ridges and major hills throughout the project site and along Sand Creek as well as create an open space corridor of up to approximately 250 feet in width along Sand Creek. The project would also amend the City of Antioch General Plan to add a land use designation referred to as the “Limited Development Area” to allow limited urban development on approximately 401.88 acres of the project site. The Restricted Development Area would provide opportunities for low-density rural residential housing and preserve agriculture, grasslands, and open space (Draft EIR, page 3.10-22). Through these actions, the project would avoid hillside development through the preservation of open space, and would provide a 250-foot corridor along Sand Creek as a buffer area for sensitive species and habitats. Additionally, as required in the General Plan, the proposed project would develop a Resource Management Plan (RMP) to outline mitigation of biological resources impacts within the project site. Therefore, the proposed project would be consistent with the City of Antioch General Plan. Impacts related to General Plan consistency would be less than significant (Draft EIR, page 3.10-22).

The project would amend the Zoning Code from Study District to The Ranch Planned Development District, which would include low and medium residential, age-restricted, village commercial, rural residential, agriculture, public and open space uses. The PD would include development standards outlining maximum density and units, minimum lot sizes, landscape requirements, open space requirements, architectural guidelines, and maximum building heights and lot coverage (Draft EIR, page 3.10-22). The project would implement all proposed development standards and guidelines. Based on the foregoing, the proposed project would be consistent with the City of Antioch Zoning Code (Draft EIR, page 3.10-22).

Therefore, impacts related to Zoning Code consistency would be less than significant. Overall, the proposed project would not conflict the applicable land uses plans, policies, or regulations of the City of Antioch 2003 General Plan or Antioch Zoning Code adopted for the purpose of avoiding or mitigating an environmental effect. Therefore, impacts on land use policies and plans would be less than significant (Draft EIR, page 3.10-22).

Cumulative Impact – Land Use: The project would not result in significant cumulative impacts with respect to land use (Draft EIR, page 3.10-23).

Findings: Less than Significant. No mitigation is necessary (Draft EIR, page 3.10-23).

Facts in Support of Findings: There are no cumulative impacts related to land use. Consistency with the City of Antioch General Plan and City of Antioch Municipal Code would minimize any potential cumulative land use impacts related to division of an established community. In addition, the project would include connections to future development to the south and west of the project site. As such, in conjunction with other

cumulative projects, there would be a less than significant cumulative impact with respect to dividing an existing community (Draft EIR, page 3.10-23).

Cumulative impacts with respect to general plan consistency would not differ from those identified for the project. Conflict with Land Use Plan, Policy, or Regulation Land use decisions for both the proposed project and for the other cumulative projects listed in Table 3-1 are site-specific, and thus, made at the respective City level and mitigated on a project-by project basis. The proposed project would be consistent with the City's General Plan and Zoning Code provisions. Development in the City of Brentwood would be required to demonstrate consistency with the City of Brentwood General Plan and applicable codes, ordinances, and policies. Development in the City of Oakley would be required to demonstrate consistency with the City of Oakley General Plan and applicable codes, ordinances, and policies (Draft EIR, page 3.10-23). This would ensure that these cumulative projects comply with applicable planning regulations. Given the above information, there would be a less than significant cumulative impact with respect to conflicting with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. As such, the project would not result in significant cumulative impacts related to the division of an established community, or land use and planning. Development of the project site would be part of implementing the planned vision for this area of the City, and as such, would not contribute to any significant cumulative land use impacts (Draft EIR, page 3.10-23).

8.1.11 – Mineral Resources

The City has determined that Mineral Resources will not be impacted by the proposed project (Draft EIR, page 1-4).

Findings: No Impact. No mitigation is required (Draft EIR, pages 1-4, 4-1).

Facts in Support of Findings: There are no mineral resource recovery sites on or in the project vicinity. The project site does not contain any known mineral occurrences of undetermined mineral significance. In addition, the Contra Costa County General Plan Conservation Element Figure 8-4 indicates that no mineral resource zones are located on the project site or within the City of Antioch. Furthermore, the Antioch General Plan EIR does not identify any areas within the City available for new development to contain known mineral resources that would be of value to the region or residents of the State. As such, construction and operation of the proposed project would not result in the loss of a locally important mineral resource recovery site delineated by an applicable land use plan or the loss of availability of a known mineral resource of Statewide, regional, or local importance. Therefore, no impact to mineral resources would occur (Draft EIR, page 4-1).

8.1.12 – Noise

Impact NOI-2: The project would not result in generation of excessive groundborne vibration or groundborne noise levels (Draft EIR, page 3.11-30).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.11-32).

Facts in Support of Findings: For purposes of this analysis, the Federal Transit Administration (FTA) construction vibration impact criteria are utilized. The FTA has established industry accepted standards for vibration impact criteria and impact assessment. These guidelines are published in the agency's Transit Noise and Vibration Impact Assessment Manual. Therefore, for purposes of this analysis, a significant impact would occur if the proposed project would generate groundborne vibration or groundborne noise levels in excess of the FTA impact assessment criteria for construction (0.2 in/sec peak particle velocity [PPV] for non-engineer timber and masonry buildings) (Draft EIR, page 3.11-30).

Groundborne noise is generated when vibrating building components radiate sound, or noise generated by groundborne vibration. In general, if groundborne vibration levels do not exceed levels considered to be perceptible, then groundborne noise levels would not be perceptible in most interior environments. Therefore, this analysis focuses on determining exceedances of groundborne vibration levels (Draft EIR, page 3.11-31).

Construction activity can result in varying degrees of ground vibration, depending on the equipment used on the site. Operation of construction equipment causes vibrations that spread through the ground and diminish in strength with distance. Buildings in the vicinity of a construction site respond to these vibrations with varying results ranging from no perceptible effects at the low levels, to slight damage at the highest levels (Draft EIR, page 3.11-31).

Impact equipment, such as pile drivers, are not expected to be used during construction of the proposed project. Therefore, of the variety of equipment used during construction of this component of the proposed project, a large bulldozer that could be used in the site preparation phase of construction, and the small vibratory rollers that would be used in the internal roadway improvements phase of construction would produce the greatest groundborne vibration levels. Large bulldozers produce groundborne vibration levels ranging up to 0.089 in/sec PPV at 25 feet from the operating equipment. Small vibratory rollers produce groundborne vibration levels ranging up to 0.101 in/sec PPV at 25 feet from the operating equipment (Draft EIR, page 3.11-31).

The nearest off-site receptor to where the heaviest construction equipment (a large bulldozer) would operate are the single-family residences located 50 feet north of the nearest construction footprint that might require heavy grading using a large bulldozer. As measured at the nearest receptor, operation of a large bulldozer could result in groundborne vibration levels up to 0.031 in/sec PPV. This is well below the FTA's damage threshold criteria of 0.2 PPV for non-engineer timber and masonry buildings

(this is the type of construction of the residential buildings north of the project site) (Draft EIR, page 3.11-31).

The nearest off-site receptor to where small vibratory roller equipment would operate are the single-family residences located 75 feet from the nearest construction footprint of the proposed roadway improvements. These closest roadway improvement operations would occur at the proposed connection of the future extension of Sand Creek Road to Dallas Ranch Road. As measured at the nearest receptor to this location, operation of a small vibratory roller could result in groundborne vibration levels up to 0.019 in/sec PPV. This is well below the FTA's damage threshold criteria of 0.2 PPV for non-engineer timber and masonry buildings (Draft EIR, page 3.11-31).

Overall, project construction activities would not generate groundborne vibration or groundborne noise levels in excess of the FTA impact assessment criteria for construction-related groundborne vibration. Therefore, construction-related groundborne vibration impacts to existing off-site sensitive land use receptors would be less than significant (Draft EIR, pages 3.11-31 through 3.11-32).

The City of Antioch has not adopted criteria for operational groundborne vibration impacts. Therefore, for purposes of this analysis, a significant impact would occur if project on-going activities would produce groundborne vibrations that are perceptible without instruments by a reasonable person at the property lines of a project site. Implementation of the proposed project would not include any permanent sources of vibration that would expose persons in the project vicinity to groundborne vibration levels that could be perceptible without instruments at any existing off-site sensitive land use receptors. Therefore, operational groundborne vibration impacts would be less than significant (Draft EIR, 3.11-32).

Impact NOI-3: The project would not expose people residing or working in the project area to excessive noise levels for a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport (Draft EIR, page 3.11-32).

Findings: No Impact. No mitigation is required (Draft EIR, page 3.11-32).

Facts in Support of Findings: The project site is not located within the vicinity of a public airport or a private airstrip and is not within an airport land use plan. The closest public airport is the Byron Airport, located approximately 12 miles southeast of the project site. As such, operation of the proposed project would not expose people residing or working at the project site to excessive noise levels associated with public airport or public use airport noise. Therefore, no impact related to exposure of persons residing or working at the project site to excessive noise levels associated with airport activity would occur (Draft EIR, page 3.11-32).

Cumulative Impact - Noise: The project would not result in any potentially significant cumulative noise impacts (Draft EIR, pages 3.11-32 - 34).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.11-34).

Facts in Support of Findings: The geographic scope of the cumulative noise analysis is the project site vicinity, including surrounding sensitive land use receptors. Noise impacts tend to be localized; therefore, the area near the project site (approximately 0.25-mile radius) would be the area that could be most affected by cumulative projects (including the proposed project) construction and operational activities. Cumulative groundborne vibration impacts are even more localized with potential construction and operational cumulative vibration impacts limited to areas within 100 feet of project construction and operations. There are no known approved cumulative development projects that would lie within these boundaries. As such, there would be no possibility of combination of potential construction noise associated with the cumulative projects. Therefore, there would be no cumulative impact related to construction noise (Draft EIR, pages 3.11-32 - 33).

None of the modeled roadway segments in the project vicinity would have traffic noise levels that would exceed conditionally acceptable noise levels for any adjacent land use. As shown in Table 3.11-10, none of the modeled roadway segments in the project site vicinity would result in a 3 A-weighted decibel (dBA) or greater increase under cumulative plus project conditions compared to future cumulative projects traffic noise levels that would exist without the proposed project. However, combined cumulative year traffic noise levels at the project site would exceed noise levels that the City considers acceptable for new residential land uses. However, implementation of MM NOI-1 would reduce traffic noise levels to meet the City's normally acceptable noise level standards for proposed land uses. Therefore, project-related traffic noise level would result in less than significant increases in traffic noise levels along modeled roadway segments in the project vicinity, and with implementation of MM NOI-1b, would not expose new land uses to traffic noise levels in excess of the City's acceptable land use compatibility standards and the contribution of the proposed project to cumulative projects traffic noise levels would be less than significant. Given the above information, the proposed project, in conjunction with other existing, planned, and probable future projects, would result in a less than significant cumulative impact related to traffic noise (Draft EIR, pages 3.11-32 – 33). No additional mitigation is required to reduce cumulative impacts.

Implementation of the proposed project would introduce new stationary noise sources to the ambient noise environment in the project vicinity, including new mechanical ventilation equipment at residential homes, new mechanical ventilation equipment, parking lot activities, and delivery trucks at the proposed Village Center, and new mechanical ventilation equipment and parking lot activities at the proposed fire station. However, implementation of MM NOI-2b and 2c would ensure that project-related stationary noise sources would not exceed the City's normally acceptable noise level

thresholds. Therefore, implementation of the proposed project would not combine with any other planned projects in the project vicinity to result in a cumulatively considerable contribution to existing ambient noise conditions in the project site vicinity. Therefore, the cumulative operational stationary noise impact would be less than significant and no further mitigation is required (Draft EIR, page 3.11-33).

The proposed project would not result in vibration during construction activity that could overlap with any other current or planned cumulative development projects located within 100 feet of the project site. As such, there would be no possibility of combination of potential construction vibration associated with the cumulative projects. Therefore, there would be no cumulative impact related to construction vibration (Draft EIR, pages 3.11-33-34).

The only cumulative contribution to vibration conditions in the vicinity of the project site could result from introduction of new permanent sources of groundborne vibration in the project site vicinity. The only major sources of groundborne vibration in the project vicinity is railroad activity along the light rail line, located approximately 2.75 miles north of the project site. Implementation of the proposed project would not introduce any new permanent sources of groundborne vibration to the project site vicinity and would not increase existing off-site railroad activity. Therefore, implementation of the proposed project would not result in a contribution to cumulative operational groundborne vibration conditions in the project site vicinity and the cumulative impact related to project operational vibration would be less than significant (Draft EIR, page 3.11-34).

8.1.13 – Population and Housing

Impact POP-1: The proposed project would not induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure) (Draft EIR, page 3.12-12).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.12-12).

Facts in Support of Findings: The proposed project consists of a master planned community comprised of 1,177 dwelling units, further broken down into 543 Low Density units, 422 Age Restricted units, and 212 Medium Density units. According to the CDF, the estimated number of persons per household is 3.34. Using this figure as a multiplier, the proposed project would result in an increase of 3,931 persons in the City of Antioch. According to the CDF, the total City population as of January 1, 2019 was estimated to be 113,901. The proposed increase in population resulting from the project would represent a 3 percent increase in overall population compared to January 2019 estimate. Notably, the proposed project is consistent with and below the maximum 4,000 units permitted within the Sand Creek Focus Area outlined by the City of Antioch General Plan and with the West Sand Creek Tree, Hillside, and Open Space Protection,

Public Safety Enhancement, and Development Restriction Initiative, which specifically allows for the development of 1,177 dwelling units within a portion of The Ranch property. Thus, implementation of the proposed project would not induce substantial unplanned direct population growth within the City of Antioch (Draft EIR, page 3.12-12).

Indirect population growth occurs when a project creates substantial employment opportunities, provides new infrastructure that can lead to additional growth, and/or removes barriers to growth. For example, a project could create thousands of jobs and attract a substantial amount people to the area. The proposed project would create employment opportunities with the addition of the future fire station once constructed, and the office, retail, and commercial space within the proposed Village Center. Once operational, the proposed project is expected to employ approximately 108 workers on-site daily for the maintenance and operation of the proposed office, retail, and commercial space. Further, with respect to the infrastructure, the proposed project does not propose constructing new infrastructure beyond that which is already contemplated and provided for by the West Sand Creek District. Thus, implementation of the proposed project would not induce substantial population growth within the City of Antioch (Draft EIR, page 3.12-12).

Therefore, the proposed project would not result in substantial population, housing, or employment growth in excess of that analyzed for the City of Antioch planning area and anticipated under local and regional projections for the City. This would represent a less-than-significant impact related to induced population growth (Draft EIR, page 3.2-12).

Impact POP-2: The proposed project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere (Draft EIR, page 3.12-13).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.12-13).

Facts in Support of Findings: Construction of the proposed project includes the demolition of one residence, and the construction of 1,177 new housing units, which would greatly expand the provision of housing in the City of Antioch. The demolition of one housing unit would not result in substantial displacement of houses or people. Impacts would be less than significant (Draft EIR, page 3.12-13).

The project site currently contains one dwelling unit, in addition to barns and other structures. These existing structures would be removed and a total of 1,177 new residential units (anticipated to house up to 3,931 new residents) would be added to the project site. The displacement of one existing unit would not necessitate the construction of replacement housing elsewhere (DEIR, page 3.12-13). According to the California Department of Finance, City of Antioch has an average of 3.34 persons per household. Using this figure as a multiplier, the demolition of one existing residence would displace up to 3.34 persons. However, because of the provision of 1,177 new

residential units, the proposed project would not necessitate the construction of replacement housing elsewhere.

Therefore, the proposed project would not require the construction of replacement housing elsewhere due to the displacement of housing or people. This would represent a less than significant impact related to population and housing displacement (Draft EIR, page 3.12-13).

Cumulative Impact – Population and Housing: The proposed project would not have a cumulative impact with respect to population and housing (Draft EIR, page 3.12-14).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.12-13).

Facts in Support of Findings: The project, in combination with cumulative projects listed in Table 3-1, is expected to draw employees primarily from the local labor force. California Department of Employment Development estimates that Contra Costa County 2018 employment to be 561,700 employed persons. The cumulative projects' estimated increase in jobs would total approximately 300 workers, representing an increase of less than 1 percent relative to the 2018 estimate. As such, there would not be substantial indirect population growth associated with implementation of the identified cumulative projects. Therefore, cumulative impacts related to population growth, both direct and indirect, would be considered less than significant (Draft EIR, page 3.12-14).

Cumulative projects would add residential units to the City of Antioch. None of the listed projects substantially displaces housing units or people within the City or surrounding areas. In fact, implementation of cumulative projects would result in a net increase of housing in the cities of Antioch, Brentwood, and Oakley within the unincorporated County). Therefore, cumulative impacts associated with population and housing displacement would be less than significant (Draft EIR, page 3.12-14).

8.1.14 – Public Services

Impact PUB-2: The project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for police protection (Draft EIR, page 3.13-30).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.13-31).

Facts in Support of Findings: Antioch Police Department (APD) would provide police services to the project site during construction and over the course of its operation. Buildout of the proposed project would result in the development of approximately 1,177 residential units and would house an estimated 3,931 residents. In addition, the proposed project would include a Village Center area capable of accommodating up to 54,000 square feet of commercial, office, and retail space. As a result of the added population and commercial development, the APD would experience an increase in demand for police services within Beat 5 (Draft EIR, page 3.13-30).

Standard 3.5.3.2 in the City's General Plan requires the APD to maintain a staffing ratio of approximately 1.2 to 1.5 officers per 1,000 residents. Using the higher ratio of 1.5 officers per 1,000 persons, the proposed project would trigger the need for 2.5 new officers in Phase 1 (1,500 residents) and 5.8 new officers at buildout (at 3,931 residents). The General Plan also sets a goal of response times between 7 and 8 minutes, which the APD almost meets (the current average response time is 8 minutes and 27 seconds). The APD currently has 112 sworn officers with a City population of 114,000 (Draft EIR, page 3.13-31 through 3.13-31).

The proposed project would include annexation of the project site into a CFD for financing police services; the proposed project would also be required to pay an associated annual tax of \$445 per unit. With the addition of the proposed project, the APD would employ a total 143 officers and staff. Police headquarters is located in downtown Antioch, in a 67,000-square-foot facility, which features an indoor firing range, weight training and exercise room, and a community meeting room. Typically, approximately 475 square feet is needed per employee. If there were 143 officers and staff, approximately 67,925 square feet of headquarters space would be required at the buildout of the proposed project. Given the City currently has a 67,000-square-foot Police Headquarters, the proposed project would not trigger the need for a new facility. Therefore, the proposed project would not result in any adverse physical impacts associated with the provision of a new facility (Draft EIR, page 3.13-31).

Impact PUB-3: The project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for schools (Draft EIR, page 3.13-31).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.13-32).

Facts in Support of Findings: The project does not propose to construct any schools. The project site is located within the Antioch Unified School District (AUSD). The proposed project consists of a master planned residential community. The closest schools to the project site include Lone Tree Elementary School, which is approximately

0.76 mile northeast of the site, Deer Valley High School located approximately 0.84 mile from the site, and Dozier-Libbey Medical High School, which is approximately 0.86 mile southeast of the site. Additionally, Dallas Ranch Middle School is approximately 1.36 miles from the site. Because the proposed project consists of a multi-generational plan, the 422 Age Restricted (AR) units would not contribute to an increase in school-aged children. Therefore, the analysis in this section is based on the number of residential units within the project area excluding AR units, which totals 755 units (Draft EIR, page 3.13-31).

The proposed project would result in approximately 3,931 new residents to the City of Antioch. Based on the response received from AUSD Deputy Superintendent, Jessica Romeo, using the current generation factor used by the School District, the proposed project would result in an estimated increase of 378 students for the elementary level, 114 students for the middle school level, and 189 students for the high school level based on the proposed 755 dwelling units (Draft EIR, page 3.13-32).

According to the correspondence with Ms. Romeo, Diablo Vista Elementary School would likely require construction of new classroom buildings to accommodate growth resulting from the proposed project. However, existing middle school and high school facilities should be able to accommodate the proposed growth. The project Applicant would be required to pay school impact fees prior to the receipt of building permits for future development. According to the AUSD's website, residential development within the City of Antioch is required to pay \$3.79 per square foot in development fees.¹⁹ School impact fees may be used by the AUSD to fund the acquisition of new school sites and/or the construction of new school facilities, the construction of which are studied under those particular CEQA documents. Proposition 1A/SB 50 prohibits local agencies from using the inadequacy of school facilities as a basis for denying or conditioning approvals of any "[...] legislative or adjudicative act . . . involving . . . the planning, use, or development of real property" (Government Code 65996(b)). Satisfaction of the Proposition 1A/SB 50 statutory requirements by a developer is deemed "full and complete mitigation." With adequate payment of development impact fees to the AUSD, impacts related to the need for new or altered school facilities would be less than significant (Draft EIR, page 3.13-32).

Impact PUB-4: The project would not result in substantial adverse physical impacts associated with the provision of new or physically altered library facilities, or the need for new or physically altered library facilities, the construction of which could cause significant environmental impacts (Draft EIR, page 3.13-33).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.13-33).

Facts in Support of Findings: The project does not propose to construct any library facilities. The proposed project is located within the jurisdiction of Contra Costa County Library. Contra Costa County operates all public libraries in East County, including the

City of Antioch, with funds from residents' property taxes. The nearest library to the project site is the 1,500-square-foot Prewett Library, located approximately 1.1 miles northeast. The proposed project would result in an increase of 3,931 individuals to the City of Antioch. Population growth associated with the proposed project would result in an increase in demand for library services in the City of Antioch (Draft EIR, page 3.13-33).

According to County Librarian, Melinda Cervantes, the City of Antioch is responsible for the expansion and/or construction of library facilities within its jurisdictional boundaries. Additionally, Contra Costa County Library receives an annual allocation of approximately 1.5 percent of property tax revenue collected by the County. There is no specific development fee currently assessed by or for the library. Ms. Cervantes also confirmed that Contra Costa County Library can accommodate, with limited services, new library uses resulting from the increase in residents by the proposed project. While the 1,500-square-foot Prewett Library has insufficient spaces to deliver the expanded programs and services provided at full service libraries such as Brentwood and Concord Library, an increase in Prewett Library service hours from 35 hours per week to 50 hours per week (for an additional 15 hours per week) for 6 days of service would also improve the provision of library services for new residents (Draft EIR, page 3.13-33).

The population growth associated with the proposed project would increase the demand on library services for the City of Antioch. The Contra Costa County Library system is funded primarily by local taxes, and the proposed project would substantially increase the number of houses paying taxes, and, thus, would generate additional revenue for the library system. The additional revenue is anticipated to provide funding for the Contra Costa County Library system to plan and purchase additional volumes, or to expand staff or facilities as part of long-term library planning. However, new library facilities are not proposed as part of the project, and a less-than-significant impact would occur related to the construction of new library facilities (Draft EIR, page 3.13-33).

Impact PUB-5: The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated (Draft EIR, page 3.13-34).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.13-34).

Facts in Support of Findings: The project consists of a master planned residential community within the Sand Creek Corridor consisting of 1,177 units and housing approximately 3,931 residents. The project design incorporates approximately 20.00 acres of parks of varying sizes and design within the community, in addition to vast amounts of open space, 6 miles of trails, and a 1.00-acre trail staging area. The City of Antioch General Plan sets forth a standard of 5.00 acres of improved public and/or private neighborhood public community parkland per 1,000 population. With the increase in population resulting from the project, an additional 19.60 acres of parkland

would be required. With the provision of the park and open space amenities listed above, the project would meet this requirement (Draft EIR, page.13-34).

The nearest existing neighborhood park to the project site is Diablo West Park, located approximately 0.71-mile northwest of the site. Additionally, Chaparral Park is located 1.02 miles northeast, Country Manor Park is located 1.7 miles northeast, and Dallas Ranch Park is located approximately 1.16 miles northwest. Contra Loma Regional Park is approximately 2.52 miles northwest of the site, and Antioch/Oakley Regional Shoreline is approximately 4.84 miles north of the site. While the project may increase the use of existing parks, there are several parks and open space areas included in the project design. Additionally, the project would be required to either pay park impact fees for each residential unit prior to the construction of that unit, or dedicate land for park credits, or a combination of both to mitigate for impacts to existing park and recreational facilities. Therefore, the proposed project would not result in substantial deterioration of existing facilities. As such, impacts related to use of existing parks would be less than significant (Draft EIR, page 3.13-34).

Cumulative Impact – Public Services and Recreation: The project would not have a cumulative impact on fire, police, school, library facilities, increased park use, or the provision of park facilities (Draft EIR, page 3.13-37 through 3.13-38).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.13-37 through 3.13-38).

Facts in Support of Findings: Other cumulative projects listed in Section 3, Environmental Impact Analysis, Table 3-1, Cumulative Projects, in conjunction with the proposed project would result in residential, commercial, and office development. Cumulative development in the surrounding area would be expected to substantially increase permanent residents and daytime population, which includes employees and visitors/patrons. The cumulative increase in population could in turn result in an increased demand for fire protection facilities and would be considered potentially significant (Draft EIR, page 3.13-36).

As discussed above, this Draft EIR analyzes construction and operational impacts of a 5,600 square foot fire station with nine employees on the PQP site located on the south side of Sand Creek Road, west of Deer Valley Road and across from the Village Commercial Center. The cumulative impacts of constructing and operating a new fire station on-site have been analyzed in the relevant impact chapters (i.e., Air Quality, Traffic, Noise, etc.). The construction and operation of fire facilities within the project site would not have a cumulatively considerable impact. Thus, the cumulative impact of providing fire protection facilities would be less than significant (Draft EIR, page 3.13-36).

Cumulative projects listed in Table 3-1 total 3,299 residential units; accordingly, based on the California Department of Finance average of household size of 3.34 persons, the

estimated increase in persons would total 10,912 and would represent an increase of 9.5 percent relative to the January 1, 2019 estimate. The cumulative increase in population could in turn result in an increased demand for police protection personnel and services. This could be a potentially significant cumulative impact requiring the construction of new or expanded police facilities (Draft EIR, page 3.13-36).

To help offset the increased demand for police protection facilities, all projects would be required to pay development impact fees to the APD, as well as annex into a Police Services CFD. Further, the project itself, would not trigger the need for new police facilities to be constructed or expanded. Thus, the project would not have a cumulatively considerably impact on the need for new police facilities. Therefore, cumulative impacts related to the construction of new or altered police protection facilities would be less than significant (Draft EIR, page 3.13-36).

The increase in population resulting from cumulative projects would result in approximately 378 elementary-aged children, 114 middle school children, and 189 high school aged children. The cumulative increase in population could in turn result in an increased demand for school facilities, which could be a potentially significant impact (Draft EIR, page 3.13-37).

All cumulative developments, including the proposed project, would be required to pay development impact fees impact fees towards the two applicable school districts. Under state law, this is the exclusive means of mitigating impacts to school facilities due to increased enrollment. As part of the project entitlement process, the project applicants for all projects would be responsible for paying their fair share of these school facility fees (Draft EIR, page 3.13-37).

The proposed project would not include construction of a school. Further, with the payment of impact fees, the proposed project would not have a cumulatively considerably impact on school ratios or services. As a result, the proposed project would have a less than significant cumulative impact related to the construction of new or altered school facilities (Drat EIR, page 3.13-37).

Cumulative projects would result in the need for additional library space and services. However, the proposed project does not trigger the need for a new library, nor would it include construction of new or altered library facilities. Accordingly, the project would not have a significant cumulative impact on the construction of library facilities. Residential projects included in Table 3-1 would be subject to the 1.5 percent property tax, which would fund library services, offerings, and improvements. Therefore, cumulative impacts related to new or expanded library facilities would be less than significant.

The proposed project would include the construction of park facilities, including 20.00 acres of active public parks, median and landscape areas, in addition to 190 acres of active open space, including 6.00 acres of trails and a 1.00-acre trail staging area. The construction of these facilities would result in potentially significant impacts related to aesthetics, air quality, biological resources, cultural resources, geology and soils,

hazards and hazardous materials, noise, and transportation. However, all potential impacts would be reduced to a less than significant level with the implementation of mitigation. Therefore, the proposed project would have a less than significant cumulative impact related to the provision of park facilities with the implementation of mitigation (Draft EIR, page 3.13-38).

The proposed project in conjunction with the cumulative projects listed in Section 3, Environmental Impact Analysis, Table 3-1, Cumulative Projects, would result in residential development within the project area. Cumulative development in the project area would be expected to increase permanent residents. Of 14,843 residents, 3,931 of them would be associated with the proposed project. With 5 acres of park required per 1000 residents, approximately 74 acres of new parks will be required to accommodate the increase in population resulting from cumulative projects. This increase in permanent population would result in an increased cumulative demand for park facilities (Draft EIR, page 3.13-38).

To help offset that demand, residential projects listed in Table 3-1 are all subject to a Park In-Lieu fee if the required park and open space acreage for each project is not accommodated on each project site. The Park Impact fees would be collected to fund the acquisition and development of parks in the City of Antioch and Contra Costa County to serve City of Antioch residents. The cumulative projects listed in Table 3-1 that are within the City of Brentwood would similarly be required to provide parkland or pay development fees. The proposed project itself mitigates its specific impacts to parks through the provision of 20 acres of parkland. Therefore, the proposed project would have a less than significant cumulative impact related to potential increased use and physical deterioration of existing parks and recreational facilities (Draft EIR, page 3.13-38).

8.1.15 – Transportation

Impact TRANS-6: The project would not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment) (Draft EIR, page 3.14-93).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.14-94).

Facts in Support of Findings: Access to the project site would be provided by a new roadway—Sand Creek Road—connecting the terminus of Dallas Ranch Road to Deer Valley Road. As proposed, Sand Creek Road and Street B would be up to four lanes with the remaining roadways within the project site developed as two-lane roadways.

Through the project site, Sand Creek Road would provide either a 96-foot right-of-way (when development is proposed on one side of the street) or a 112-foot right-of-way (when development is proposed on both sides of the street). The cross-section would

generally include a 6-foot wide sidewalk, 10-foot wide landscape buffer, 8-foot wide bicycle lane, and two 12-foot wide travel lanes in each direction plus a 16-foot wide median that would allow for turn pockets to be provided at intersections. Along some portions of the street section, additional right-of-way to provide landscaping outside the public right-of-way is also proposed on each side of the street.

Deer Valley Road along the project frontage would be improved to provide sidewalks, landscape buffer, bicycle lane, and additional travel lanes to match the cross-section on the opposite side of the roadway. An additional landscape setback is also proposed in the vicinity of the Village Center. Other major streets through the project site would provide one vehicle lane in each direction in addition to sidewalks, bicycle facilities, and landscaping. Their ultimate design would conform to City Code requirements.

Typical internal local residential streets would feature two travel lanes within rights-of-ways ranging from 37 to 54 feet in width. With the exception of private lanes/alleys, local streets would include on-street vehicle parking, either on one or both sides of the street, as well as 4 to 5-foot wide sidewalks on both sides of the streets. Private alleys or courts may be used to access residential units, and would be allowed to be narrower than public streets; such alleys or courts would not be anticipated to offer on-street parking or sidewalks. A small number of local residential streets would abut open space areas with readily accessible trail systems, and therefore, include a 2-foot wide curb and gutter without parking lanes or sidewalks.

Projected peak-hour turning movement forecasts the major roadway connections are presented on Exhibit 3.14-12, representative of Cumulative conditions. As shown, most intersections are projected to carry low volumes. Analysis was conducted for the three primary internal intersections under both traffic signal and roundabout as presented Table 3.14-24. Cumulative a.m. and p.m. peak-hour volumes with the project are shown on Exhibit 3.14-20. As shown, internal intersections are projected to operate at acceptable levels under either a two-lane or four-lane Sand Creek Road (Draft EIR, page 3.14-94).

8.1.16 – Utilities and Service Systems

Impact UTIL-1: The project would not require or result in the relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects (Draft EIR, page 3.15-15).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.15-17).

Facts in Support of Findings: The proposed project would require new on- and off-site potable water infrastructure to connect to the City's existing water lines. The proposed

project would be designed to integrate with existing transmission mains and would complete a looped connection through the proposed project site. A point of connection would be located at the existing 20-inch water main in Deer Valley Road at the future intersection with the extension of Sand Creek Road. Other major streets throughout the proposed project site would contain approximately 8 to 12-inch water lines. The construction impacts for installing this infrastructure are studied and mitigated in the relevant impact analyses discussions throughout this Draft EIR, including Section 3.3, Air Quality; Section 3.4, Biological Resources; Section 3.7, Greenhouse Gas Emissions; Section 3.11, Noise; and Section 3.14, Transportation.

As discussed under Impact UTIL-2, the proposed project would not create the need for new water treatment facilities or result in insufficient water supply. Thus, there would be no need to construct new or expand existing water treatment facilities. Therefore, impacts related to need for relocation or construction of new or expanded water supply facilities would be less than significant.

The proposed project would include the installation of all new infrastructure to serve the project, including a new sewer main, new sewer lines throughout the project site, and an off-site extension of the existing sewer line. All on- and off-site improvements would be within the public right-of-way or within public utility easements. The project's projected wastewater would be conveyed to the Delta Diablo Wastewater Treatment Plant (WWTP) by new sanitary sewer lines constructed within the project site and off-site improvement areas and connected to existing lines. The construction impacts of installing such infrastructure are evaluated Section 3.3, Air Quality; Section 3.4, Biological Resources; Section 3.7, Greenhouse Gas Emissions; Section 3.11, Noise; and Section 3.14, Transportation.

As described under Impact UTIL-3, the proposed project would generate approximately 258,940 gallons of residential wastewater per day (0.258 mgd), and approximately 5,000 gallons of commercial wastewater per day (0.005 mgd), while the fire station is anticipated to generate 4,465 gallons of wastewater per day (0.004 mgd), for a combined wastewater generation of 0.267 mgd. The Delta Diablo WWTP has a permitted capacity of 19.5 mgd, but only has an average daily flow of 12.4 mgd (a 7.1 mgd delta). Thus, the proposed project would generate less than 1 percent of the average daily flow and permitted capacity of the WWTP. As a result, the Delta Diablo WWTP would have sufficient capacity to serve all aspects of the proposed project, and a new or expanded wastewater treatment facility would not be required. Therefore, impacts related to need for relocation or construction of new or expanded wastewater treatment facilities would be less than significant.

The proposed project would result in a total net increase of approximately 373.60 acres (7,731,723 square feet) of impervious surfaces compared to existing conditions. As a result, the proposed project could result in the need for new or expanded storm drainage facilities.

As discussed in Section 3.9, Hydrology and Water Quality, the proposed project would include five drainage management areas (DMAs). Each DMA would include Integrated Management Practices (IMPs) that provide full bioretention treatment of stormwater runoff, and include stormwater retention basins, specifically designed for the pertinent amount of impervious and pervious surfaces. The stormwater systems would be designed according to the County's hydrograph modification performance requirements. In addition, implementation of a Final Stormwater Control Plan and Operations & Maintenance (O&M) Plan would be submitted to the City and county for review would ensure the proposed project includes BMPs designed to prevent the significant release of stormwater pollutants consistent with all NPDES rules, regulations and procedures for municipal, construction, and industrial activities as promulgated by the State Water Board or the Central Valley RWQCB. Furthermore, consistent with General Plan Policies 8.7.2 and 11.4.2, the proposed project would be required to prepare a hydraulic study to assess the current streambed flow of Sand Creek and how the new infrastructure would affect the streambed and/or the 100-year floodplain, and including modification of the design of the pedestrian bridge, if needed, to clear span the creek would ensure that impacts related to storm drainage would be less than significant. Therefore, impacts related to the need for relocation or construction of new or expanded stormwater drainage facilities would be less than significant (Draft EIR, page 3.15-16).

There are no telecommunications facilities or infrastructure located on-site. However, the proposed project site is within the service areas of Comcast and AT&T. Together, the two companies would provide voice and data communication services to all development on-site. The proposed project would require connection to existing telecommunications facilities in the vicinity; all telecommunication lines would be underground and located within public utility easements. The construction impacts of installing such infrastructure are studied and mitigated via analysis in other sections of the EIR, including but not limited to, Section 3.3, Air Quality; Section 3.4, Biological Resources; Section 3.7, Greenhouse Gas Emissions; Section 3.11, Noise; and Section 3.14, Transportation. Therefore, impacts related to need for relocation or construction of new or expanded telecommunications facilities would be less than significant (Draft EIR, page 3.15-16).

The proposed project site is within the service area of Pacific Gas and Electric (PG&E). There are no existing electricity or natural gas facilities, or infrastructure located on-site. However, an existing and abandoned petroleum gas pipeline traverses the project site and will be removed during the first phase of construction subject to all necessary local, State, and federal permits, subject to analysis and mitigation identified in the sections the Draft EIR outlined below. (For further discussion, see Section 3.8, Hazards) Further, while the proposed project would not require that new off-site electricity or natural gas facilities be constructed because it is located in an urban area that already contains sufficient facilities, it would require that new connections and pipelines be laid on-site to connect to existing electricity and natural gas facilities on adjacent developed land. All electricity and natural gas lines would be located underground within public utility easements. The construction impacts of installing new electric and natural gas pipelines are studied and mitigated in other relevant impact sections of this Draft EIR, including

but not limited to, Section 3.3, Air Quality; Section 3.4, Biological Resources; Section 3.6, Geology; Section 3.7, Greenhouse Gas Emissions; Section 3.8, Hazards; Section 3.11, Noise; and Section 3.14, Transportation. Therefore, impacts related to the need for relocation or construction of new or expanded electricity and natural gas facilities would be less than significant.

Impacts related to the need for relocation or construction of new or expanded water supply facilities, wastewater treatment facilities, telecommunications facilities, and electricity and natural gas facilities are limited to construction impacts. However, post-construction stormwater runoff after developments are constructed can include oils, trash, pesticides, and other pollutants. As discussed in Section 3.9 Hydrology and Water Quality, the proposed project would include stormwater facilities that would be designed to treat stormwater on-site and prevent the proposed project from creating a need for new or expanded stormwater facilities off-site. Therefore, impacts would be less than significant (Draft EIR, page 3.15-17).

Impact UTIL-2: The proposed project would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years (Draft EIR, page 3.15-17).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.15-21).

Facts in Support of Findings: During construction, water would be used for dust control, worker consumption, and other construction related activities. All water used during construction would be trucked in or tapped onsite from nearby water lines that would provide potable water from the Contra Costa Water District (CCWD). Construction water use would be limited to the construction period and therefore would not result in a permanent water demand. No respective construction impacts would occur.

The proposed project would create an additional need for potable water. The City purchases a majority of its water supply from the CCWD. The CCWD draws water from Rock Slough near Oakley, Old River near the Town of Discovery Bay, and Mallard Slough in Bay Point. The water is transported in the Contra Costa Canal, which starts at Rock Slough, then stretches west to Clyde, south to Walnut Creek, and north to Martinez. The CCWD also stores water in the Los Vaqueros Reservoir south of Brentwood, the Contra Loma Reservoir in Antioch, the Mallard Reservoir in Concord, and the Martinez Reservoir in Martinez. The CCWD canal water can be pumped to Antioch's Water Treatment Plant or the Municipal Reservoir, where the City treats and distributes potable water. The City of Antioch also has pre-1913 water rights and pumps surface water from the Sacramento-San Joaquin Delta. The City then treats the water at its water treatment plant and distributes the potable water to all customers within the City limits (Draft EIR, page 3.15-18).

As described in Section 3.15, Utilities and Service Systems, the City would have sufficient water supplies available during Normal, Single Dry, and Multiple Dry years. Using the 2015 UWMP water demand factors, the proposed project would result in an estimated annual potable water demand of 178.1 million gallons per day (MGPY). By 2040, the 2015 UWMP estimates that total potable water use for the City of Antioch would be 7,504 MGPY. As a result, the proposed project represents less than 1 percent of the City's projected water use. In addition, during dry years and multiple dry years the proposed project would still represent less than 1 percent of the total available water supply and demand. As described previously, the City would be able to provide sufficient water supply in normal, dry, and multiple dry years by using available local supplies and then in the second and third dry years all supplies would be purchased from CCWD (Draft EIR, page 3.15-20).

Buildout of the Sand Creek Focus Area, including the proposed project site, is accounted for in the City's Water System Master Plan Update. The Water System Master Plan Update included the preparation of a Capital Improvement Program (CIP) that includes improvements necessary to provide safe and reliable water delivery throughout the City based on projected growth and associated increases in demand on the City's distribution system. As discussed previously, the CCWD would have sufficient supplies, even in the second and third dry years of a drought, to supply the City of Antioch with an adequate allocation to meet the needs of all Antioch residents. Accordingly, adequate water supplies would be available to serve the proposed project from existing and planned supplies. Therefore, impacts related to sufficient water supply availability would be less than significant (Draft EIR, page 3.15-20).

Impact UTIL-3: The project would result in a determination by the wastewater treatment provider, which serves or may serve the project, that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments (Draft EIR, page 3.15-21).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.15-21).

Facts in Support of Findings: The proposed project could have a significant impact if the wastewater treatment provider (Delta Diablo) would not have sufficient capacity in the Delta Diablo WWTP to serve the proposed new uses in addition to the provider's existing commitments.

The proposed project consists of 1,177 residential units, a village center with commercial uses, parks, and public use space. Additionally, Contra Costa County Fire Protection District would construct a fire station on-site. As described under Section 3.12, Population and Housing, the proposed project would result in approximately 3,931 new residents. As a result, the proposed project would generate wastewater that would require treatment at the Delta Diablo WWTP. Based on a wastewater generation rate of 220 GPD per residential unit,¹⁴ the project's residents would generate 258,940 gallons

of wastewater per day or 0.258 mgd. The project also proposes 54,000 square feet of neighborhood commercial uses. Using the commercial wastewater generation rate of 1,000 gallons per day per acre,¹⁵ the Village Center would generate an estimated 5,000 gallons of wastewater per day or (0.005 mgd). In addition, the fire station is conservatively estimated to generate 4,466 gallons of wastewater per day or (0.004 mgd) based on the estimated water demand rate. The average daily flow at the WWTP is 12.4 mgd and the permitted capacity is 19.5 mgd; thus, there is a remaining, unused treatment capacity of 7.1 mgd. As a result, the combined wastewater generation of the proposed project would be 0.267 mgd, far less than 1 percent of the average daily flow and the permitted capacity of the Delta Diablo WWTP (Draft EIR, page 3.15-21).

Thus, the proposed project would not result in a need for new or expanded wastewater treatment facilities, and Delta Diablo can reasonably determine it could serve the proposed project's wastewater demands. Therefore, impacts related to wastewater treatment capacity would be less than significant (Draft EIR, page 3.15-21).

Impact UTIL-4: The project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals (Draft EIR, page 3.15-22).

Findings: Less than Significant. No mitigation is required (Draft EIR, page 3.15-23).

Facts in Support of Findings: During construction, the existing single-family residence, barn, and outbuildings would be removed, which would result in construction-related solid waste. Using the EPA's estimation of residential demolition debris, 16 demolition of the existing on-site single-family residence would create 160,540 pounds of solid waste. Additionally, the United States Environmental Protection Agency (EPA) estimates that residential construction for the proposed project would generate an average of 8,112 pounds per dwelling unit and non-residential construction would generate 3.89 pounds per square foot. As a result, residential construction would generate an estimated 9,547,824 pounds¹⁸ (4,773 tons) and non-residential construction would generate 210,060 pounds¹⁹ (105 tons) of solid waste. Construction of the fire station would generate approximately 23,340 pounds of solid waste. The proposed project's construction waste would be generated over a period of several years during the different phases of construction and not occur at one time (Draft EIR, page 3.15-22).

Solid waste and recyclables from the City are taken to the Contra Costa Transfer and Recovery Station in Martinez and then is transferred from the Transfer and Recovery - Station to the Keller Canyon Landfill in Pittsburg. The landfill is permitted to accept 3,500 tons of waste per day and has a total remaining estimated capacity of approximately 63 million cubic yards. As a result, the proposed project's total estimated construction waste would represent less than 1 percent of the total remaining capacity of the Keller Canyon Landfill. In addition, due to project phasing, the proposed project

would not generate construction waste that would exceed the permitted daily capacity. Furthermore, as discussed under Impact UTIL-5, the project would comply with CALGreen, which requires at least 65 percent diversion of construction and demolition waste. Therefore, construction impacts related to landfill capacity would be less than significant (Draft EIR, page 3.15-22).

Additionally, the project's operational waste is expected to be approximately 6 tons of solid waste per day and 2190.0 tons of solid waste a year. This waste volume represents less than 0.01 percent of the available landfill capacity at the Keller Canyon Landfill. Moreover, the values shown in the table are not adjusted to account for recycling, composting and waste reduction activities that would further divert waste from landfills (as required by compliance with General Plan Policy 8.6.2a—g), which means that the above-referenced figures are conservative and may overestimate the amount of solid waste to be generated by operation of the project (Draft EIR, page 3.15-23).

Therefore, proposed project represents less than 1 percent of the total capacity of Keller Canyon Landfill, which contains sufficient capacity to serve the project. Therefore, operational impacts related to landfill capacity would be less than significant (Draft EIR, page 3.15-23).

Impact UTIL-5: The project would comply with federal, State, and local management and reduction statutes and regulations related to solid waste (Draft EIR, page 3.15-23).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.15-24).

Facts in Support of Findings: The proposed project would be required to dispose of demolition waste consistent with Article II: Construction and Demolition Debris Recycling of the Municipal Code. Consistent with CALGreen, the proposed project would be required to divert at least 75 percent construction and demolition waste. These measures would ensure compliance with the Integrated Waste Management Act by ensuring project construction waste is transferred to facilities that can adequately recycle solid waste. Thus, with compliance with existing City Municipal Code and the Integrated Waste Management Act, the proposed project would comply with applicable solid waste regulations and statutes. Therefore, impacts related to solid waste regulations consistency are less than significant (Draft EIR, page 3.15-223 through 3.15-24).

Project operation would be required to comply with applicable State and local regulations related to solid waste such as the California Integrated Waste Management Act and Title 6 Chapter 3 of the City of Antioch Municipal Code. Adherence to the City Municipal Code would ensure sufficient solid waste collection and transportation is available to the proposed project, and would ensure that disposal sites contain sufficient capacity through permit review and inspections, and recycling programs are implemented in order to divert waste. As such, project operation would not impede the

ability of the City to meet waste diversion requirements or cause the City to violate State and local statutes and regulations related to solid waste. Therefore, with compliance with existing State and City law requiring recycling and waste diversion from landfill requirements, operational impacts related to solid waste regulations consistency would be less than significant (Draft EIR, pages 3.15-23 through 3.15-24).

Cumulative Impact-Utilities: The project would not result in potentially significant cumulative impacts to utilities (Draft EIR, page 3.15-24-27).

Findings: Less than Significant Impact. No mitigation is required (Draft EIR, page 3.15-27).

Facts in Support of Findings: Cumulative projects listed in Table 3-1, would be required to comply with all applicable local, state and federal codes and guidelines, including the East Contra Costa County Municipal NPDES Permit, the CCCWP, city ordinances regarding stormwater, and the General Plan policies and ordinance codes of the cities of Antioch and Brentwood, City Code, County Code and the CALGreen related to water conservation. Buildout of the Sand Creek Focus Area, including the proposed project site, has been previously anticipated by the City. As discussed in detail in Section 3.15-5 of the EIR, the proposed project, in conjunction with identified cumulative projects, would result in a less than significant cumulative impact related to utilities (Draft EIR, page 3.15-24-27).

SECTION 9: POTENTIAL ENVIRONMENTAL EFFECTS WHICH CAN BE MITIGATED BELOW A LEVEL OF SIGNIFICANCE

The City of Antioch hereby finds that feasible mitigation measures have been identified in the Draft EIR that will avoid or substantially lessen the following potentially significant environmental impacts to a less than significant level. The potentially significant impacts, and the mitigation measures that will reduce them to a less than significant level, are as follows:

9.1 – Air Quality

Impact AIR-3: The project could expose sensitive receptors to substantial pollutant concentrations (Errata, page 3.3-29).

Findings: Less than significant impact with mitigation incorporated (Errata, page 3-29). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM AIR-2.

Facts in Support of Findings: The closest off-site sensitive receptors in the vicinity of the proposed project area include single-family residences located approximately 10 feet north of the proposed project site. Construction of the project would include demolition of one on-site residence and accessory structures, as well as grading, demolition, site preparation, building construction, paving, and architectural coating. The project would comply with Bay Area Air Quality Management District (BAAQMD) Regulation 11, Rule 2, which would ensure that asbestos-containing materials would be removed and disposed of appropriately and safely. As such, impacts related to air quality or the exposure of sensitive receptors to substantial pollutant concentrations through asbestos emissions would be less than significant (Draft EIR, page 3.3-47 through 3.3-48). In addition, impacts related to construction fugitive dust would be reduced through the implementation of MM AIR-2a.

As mentioned in Section 3.3, Air Quality, implementation of the project would not expose sensitive receptors to naturally occurring asbestos during grading, and impacts would be less than significant. Furthermore, the project would not exceed the applicable BAAQMD thresholds for any of the three health impact metrics prior to the application of mitigation beyond that required by MM AIR-2a. Furthermore, operation of the project would result in less than significant impacts related to pollutant concentrations, as the project would not exceed the CO screening criteria recommended by the BAAQMD. As such, impacts related to the exposure of sensitive receptors to substantial pollutant concentrations would be less than significant with the implementation of mitigation (Draft EIR, page 3.3-54 through 3.3-55, Errata, page 3-29).

9.2 – Biological Resources

Impact BIO-1: The project could have a substantial adverse effect, either directly or through habitat modifications, on a species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service (Draft EIR, page 3.4-42).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.4-62). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM BIO-1a through MM BIO-1p and MM NOI-1b through MM NOI-1d.

Facts in Support of Findings: As discussed in Section 3.4 of the EIR, three special-status plant species were documented during surveys from 2013-2015, including shining navarretia, San Joaquin spearscale, and crownscale. Three special-status plant species were observed during 2018 and 2019 surveys, including crownscale, big

tarplant, and shining navarretia, and angle-stem buckwheat, an A-ranked locally rare species. All other special-status plant species were absent from the site in the 2018 and 2019 surveys, including San Joaquin spearscale, although it was determined that the site contains marginal suitable habitat for some species. Notably, the location of San Joaquin spearscale will be preserved as open space and remain unimpacted by the project (Draft EIR, page 3.4-42).

Three special-status species, including shining navarretia, crownscale, and big tarplant, and a locally rare species, angle-stem buckwheat, were present during the 2018 and 2019 plant surveys and have the potential to occur on-site. All of the known on-site populations of crownscale, big tarplant, and angle-stem buckwheat will be preserved within the project's open space areas; however, it is possible that construction activities could impact these special-status plant species. Additionally, some of the shining navarretia populations will be directly or indirectly impacted by the development footprint (Draft EIR, page 3.4-42).

Because the proposed project could result in adverse effects to on-site populations of crownscale, big tarplant, and angle-stem buckwheat, and shining navarretia, this represents a potentially significant impact. Implementation of Mitigation Measure (MM) BIO-1a, which requires exclusionary fencing, construction buffers, erosion control techniques, and job site training, would reduce impacts to the crownscale, big tarplant, and angle-stem buckwheat during construction. Furthermore, avoidance and/or replacement and preservation via a conservation easement and/or deed restrictions, would reduce impacts to shining navarretia, crownscale, big tarplant, and the locally rare species, angle-stem buckwheat to a less than significant level. Options 1 and 2 are equally effective in reducing impacts to a less than significant level. However, Option 1 is the most effective option, as there is no risk of failure.

Additionally, if project construction occurs after the City of Antioch has adopted an HCP/NCCP, the project shall comply with the provisions of the adopted document to the extent that all project impacts would be mitigated to a less than significant level. In the meantime, MM BIO-1a includes mitigation measures outlined in the East Contra Costa County HCP to protect potentially impacted special-status plant species during construction.

No special-status plant species were observed within the Off-site Improvement Area during the 2018 and 2019 surveys. Accordingly, no mitigation for the Off-site Improvement Area is necessary. (Draft EIR, page 3.4-42, Errata, page 3-30).

It was also determined that 26 special-status wildlife species, including Crotch bumblebee, western bumblebee, vernal pool fairy shrimp, vernal pool tadpole shrimp, valley elderberry longhorn beetle, California tiger salamander, California red-legged frog, western spadefoot, western pond turtle, Northern California legless lizard, Alameda whipsnake, Blainville's horned lizard, tricolored blackbird, grasshopper sparrow, golden eagle, short-eared owl, burrowing owl, Swainson's hawk, northern harrier, white-tailed kite, loggerhead shrike, pallid bat, Townsend's big-eared bat, western red bat, American

badger, and San Joaquin kit fox, in addition to birds protected under the MBTA are present or have the potential to occur on-site. The Special-status Species Table within the 2019 Biological Resources Assessment (BRA) (Appendix D of the Draft EIR) provides the habitat description and rationale of potential special-status species to occur on-site, in addition to previous on-site occurrences. Implementation of MM BIO-2a through MM BIO-2n would reduce impacts to special-status wildlife species to a less than significant level through specific protocols for each species, or compliance with the HCP/NCCP adopted by the City of Antioch if project construction occurs after adoption of the City's plan (Draft EIR, page 3.4-45).

The project has been designed, designated, and zoned to include over 40 percent of the project site as open space to avoid impacts to the various special-status plants and species, sensitive natural communities, and aquatic resources. More specifically, approximately 210 acres will be avoided and outside of any development footprint. The one minor exception to this is the trail system, which will be located well outside the 125-foot set back from centerline of Sand Creek (on both sides), and within existing farm roads and/or culverts. As provided in the Design Guidelines and Resource Management Plan (RMP) for the project, the trails will be lined with post and cable (or other suitable) fencing and signage (all subject to regulatory approvals from the resource agencies) to keep people and pets out of the sensitive open space area. Additionally, the RMP requires that the open space areas be placed into conservation with a qualified third-party entity (i.e., the City or a local land trust) to hold and manage in perpetuity as required by regulatory agency permits or be deed restricted (RMP § 6.1). The care and monitoring of the open space area will be funded either by bonds (i.e., CFD) or HOA fees. The open space areas will be managed in accordance with Sections 6.4 (Weeds), 6.6 (Litter), and 7.0 (Cattle Grazing) of the proposed RMP (Errata, pages 3-30 through 3-31).

Additionally, once constructed, the project components such as trails and recreation could impact special-status plants and species as well as sensitive natural communities, including wetlands, due to human interference and damage (i.e., trash, entrance into preserves, etc.). As a result, the project has been designed by the project Applicant to ensure human interference is minimized and mitigated. Specifically, the Design Guidelines and the RMP for the project require post and cable fencing to keep people out of the preserve areas, as well as the posting of open space preserves with signage. (See Design Guidelines, Section 5.9.2 and RMP Section 6.5). Additionally, State and federal resource agencies are expected to employ similar mitigation requirements pursuant to the various permits required for the project (i.e., 404, 401, and 1602 permits) (Errata, page 3-31).

Project operation has the potential to affect special-status wildlife species. Project lighting and activities could potentially disrupt special-status species within the project area. As mentioned in Section 3.1, Aesthetics, the proposed project has been designed to include significant setbacks from the western boundary of the project site as well as the Sand Creek Corridor to minimize potential impacts, including light and glare, on the natural environment. In addition, as mentioned in Section 3.11, Noise, project

operational noise impacts would be reduced with implementation of MM NOI-1b, MM NOI-1c, and MM NOI-1d (Draft EIR, page 3.4-45).

Therefore, project operation would not result in any adverse effects to any candidate, sensitive, or special status species within the project area. As such, impacts would be less than significant with mitigation incorporated (Draft EIR, page 3.4-45).

Impact BIO-2: The project could have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service (Draft EIR, page 3.4-63).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.4-64). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM BIO-3.

Facts in Support of Findings: As shown in Table 3.4-2 of Section 3.4, Biological Resources, 350.20 acres of terrestrial vegetation communities would be impacted as a result of the project. Sensitive natural vegetation communities could also be impacted by the project. While valley oak woodland and Alkali weed-salt grass playads and sink have been mapped within the project area, the project has been designed to fully avoid these landcover types; however, it is possible that impacts to sensitive natural communities could occur during construction. MM BIO-3 ensures that sensitive natural communities within the avoidance area would be fully avoided during construction. Following construction, these areas would be protected by a conservation easement or deed restriction and protected from development in perpetuity. No sensitive natural vegetation communities will be impacted by the project with the implementation of MM BIO-3, as amended by the Errata in the Final EIR. (Draft EIR, page 3.4-63, Errata, page 3-34 through 3-36).

As mentioned under Impact BIO-1, the project has been designed, designated, and zoned to include over 40 percent of the project site as open space to avoid impacts to the various special-status plants and species, sensitive natural communities, and aquatic resources. Approximately 210 acres will be avoided and outside of any development footprint. The one minor exception to this is the trail system, which will be located well outside the 125-foot set back from centerline of Sand Creek (on both sides) but constructed on existing farm roads and/or culverts. Once constructed, the project components such as trails and recreation could impact special-status plants and wildlife species as well as sensitive natural communities and wetlands, due to human interference and damage (i.e., trash, entrance into preserves, etc.). As a result, the

project has been designed by the project Applicant to ensure human interference is minimized and mitigated.

As provided in the Design Guidelines and Resource Management Plan (RMP) for the project, the trails will be lined with post and cable (or other appropriate) fencing and signage (all subject to regulatory approvals from the resource agencies) to keep people and pets out of the sensitive open space area (See Design Guidelines, Section 5.9.2, and RMP, Section 6.5. Additionally, the RMP requires that the open space areas be placed into conservation with a qualified third-party entity (i.e., the City or a local land trust) to hold and manage in perpetuity as required by regulatory or agency permits, or be subject to deed restriction (RMP § 6.1). The care and monitoring of the open space area will be funded either by bonds (i.e., CFD) or HOA fees. The open space areas will be managed in accordance with Sections 6.4 (Weeds), 6.6 (Litter), and 7.0 (Cattle Grazing) of the proposed RMP. Finally, state and federal resource agencies are expected to employ similar mitigation requirements pursuant to the various permits required for the project (i.e., CDFW 1602, USFWS biological opinion, CDFW take permit, CWA Section 404, CWA Section 401) (Errata, page 3-32 through 3-33).

Exhibit 3.4-10, Trail impacts, identifies the project trails, their locations, and site-specific photographs illustrating that there are existing farm roads and culverts in the exact locations that the trails are proposed to be located (Errata, page 3-33).

In addition, 1.041 acres of aquatic resources would be impacted by the project (Draft EIR, page 3.4-63). Because the project may result in the fill or disturbance of these 1.041 acres of aquatic resources, implementation of MM BIO-3 is required to reduce potential impacts through consultation with State and federal regulatory agencies an adherence to any compensatory permitting requirements imposed. MM BIO-3 also requires the project Applicant to install orange exclusionary fencing around any avoided or preserved vernal pool, marsh, or wetland to prevent construction impacts from construction vehicles, equipment and workers. The fencing will create a buffer area of 250 feet (or lesser distance if deemed sufficiently protective by a qualified Biologist with approval from the United States Army Corp of Engineers [USACE]/United States Fish and Wildlife Service [USFWS]) to protect resources and further reduce impacts to below a level of significance. Additionally, all on- site construction personnel shall receive instruction regarding the presence of listed plants and species and the importance of avoiding impacts to these species and their habitat which will help to ensure that species are identified and protected (Errata, pages 3-33 through 3-34). Accordingly, impacts related to effects on aquatic resources would be less than significant with implementation of mitigation (Draft EIR, page 3.4-64).

Impact BIO-3: The project could have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool coastal, etc.) through direct removal, filling, hydrological interruption, or other means (Draft EIR, page 3.4-69).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.4-70). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM BIO-3.

Facts in Support of Findings: As previously mentioned, 1.041 acres of aquatic resources would be impacted by the project. Furthermore, Furthermore, 3.948 acres of potentially jurisdictional waters of the United States have been mapped and verified by the USACE within the project site, which includes 1.901 acres of intermittent tributary (Sand Creek), 0.340 acre of ephemeral tributary (tributaries to Sand Creek), 1.372 acres of impoundment, 0.303 acre of seasonal wetland pool, and 0.030 acre of wetland seep. An additional 1.111 acres of non-jurisdictional waters were also verified by the USACE within the project site, which includes 0.132 acre of non-tributary ephemeral drainage, 0.286 acre of isolated wetland drainage, 0.588 acre of seasonal wetland pool, and 0.105 acre of non-wetland seasonal pool (Draft EIR, page 3.4-69).

Prior to any impacts to these features, both a Section 404 permit and a Section 401 water quality certification permit would need to be obtained from the USACE and RWQCB, respectively.

Although the proposed project would include development of much of the upland areas within the project site, the areas classified as jurisdictional seasonal wetland pools, wetland seeps, and impoundments would be preserved within open space areas on the project site (Draft EIR, page 3.4-69).

Additionally, development within the project site would include setbacks a minimum of 125 feet from the centerline of Sand Creek (a 250-foot-wide corridor) to avoid potential impacts to the jurisdictional ephemeral and intermittent wetland areas associated with Sand Creek. Although disturbance within Sand Creek and wetland areas would be generally avoided, the proposed project would include development of up to two vehicle bridges, a pedestrian bridge, and two outfall structures in or over Sand Creek. Construction of up to two vehicle bridges and the pedestrian bridge are anticipated to include the placement of riprap to secure the sides of the creek, which would be considered a fill of wetland areas associated with Sand Creek. The proposed locations of each of the bridge improvements are identified on each of the land plan exhibits (Draft EIR, page 3.4-69).

In addition, there is a very small seasonal wetland (approximately 0.016 acre) just south of Kaiser Permanente Antioch Medical Center that will be filled as part of the off-site improvements for the proposed project. Considering the above, the proposed project may result in fill or other disturbance of waters of the United States and waters of the State, and the project would result in a significant impact to waters of the United States and waters of the State. Implementation of MM BIO-3, as amended in the Final EIR

Errata pages 3-34 through 3-36, would reduce impacts to on- and off-site wetlands to a less than significant level through consultation with State and federal regulatory agencies an adherence to any compensatory permitting requirements imposed as part of the issuance of a 404 permit, 401 water quality certification, and 1602 Lake and Streambed Alteration Agreement. This would ensure that aquatic resources would be reduced to a less than significant level through minimization and avoidance measures (Draft EIR, pages 3.4-69 through 3.4-70).

Impact BIO-4: The project could interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites (Draft EIR, page 3.4-71).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.4-72). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM BIO-4.

Facts in Support of Findings: The project is centered around Sand Creek, which is located within the greater Lone Tree Valley. The Creek itself does not provide habitat for endangered fish such as salmon as it only fills after rain, and then almost immediately ceases flow. In short, its flow is too intermittent to provide habitat for fish. However, Lone Tree Valley represents a potential wildlife corridor for highly mobile vertebrate species to move from the lower foothills of the San Joaquin Valley to suitable habitat within the hills to the north and east of Mount Diablo (Black Diamond Mines Regional Preserve area). Special-status species such as California tiger salamander, California red-legged frog, western pond turtle, American badger, and San Joaquin kit fox as well as common species such as Columbian black-tailed deer (*Odocoileus hemionus columbianus*), coyote (*Canis latrans*), bobcat (*Lynx rufus*), and gray fox (*Urocyon cinereoargenteus*) may also use the Lone Tree Valley and the Sand Creek corridor for seasonal or daily migration. Much of the existing Lone Tree Valley within the project site will be developed with residential neighborhoods and roads (Draft EIR, page 3.4-71). These features may lead to a decrease in special-status and common species migration. This could lead to species populations being cut off from potential breeding locations and may lead to a bottleneck in gene flow. Additionally, it may also lower the likelihood of species such as San Joaquin kit fox from recovering from portions of their historic range (Black Diamond Mines Regional Preserve). Notably, however, wildlife that uses the annual grasslands on the project site as a movement corridor will be still be able to use the Sand Creek corridor, the Restricted Development Area (open space) on the southern portion of the site, and the annual grassland surrounding the project site for dispersal. Furthermore, the entire northwestern portion of the site, where a number of aquatic resources are located just north of Sand Creek, will remain undeveloped in open space. Also, the Sand Creek Corridor will not be developed for the project; it will

be fully preserved with a minimum of 125-foot-wide set back from center of the stream throughout the project area (a 250-foot-wide corridor). The vehicular bridges connecting the southern development area to the northern development area and the pedestrian bridge located near the northern detention basin are planned to span Sand Creek (Draft EIR, page 3.4-71). Thus, any use of the Creek bed for wildlife corridor will remain unimpeded. The off-site infrastructure area is a small, disjunct area along existing roads and infrastructure and is not likely used as a major wildlife movement corridor. Still, certain species will experience reduced annual grasslands due to the project development footprint. Therefore, implementation of MM BIO-4 is required to ensure that impacts related to wildlife movement corridors would be less than significant. With implementation of MM BIO-4, the proposed project would have less than significant impacts related to wildlife movement because it would allow unimpeded movement of species through the existing Sand Creek Corridor (Draft EIR, page 3.4-72).

Impacts to migration as a result of project operation have the potential to occur. As mentioned above under the construction analysis, the proposed project would incorporate a minimum of 250-foot-wide corridor along Sand Creek. Additionally, implementation of MM BIO-4, which would reduce migratory hindrance through limiting the locations of temporary and permanent fencing included in the project, would reduce impacts to a less than significant level (Draft EIR, page 3.4-72).

Impact BIO-5: The project could conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (Draft EIR, page 3.4-72).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.4-74). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM BIO-5.

Facts in Support of Findings: An on-site tree survey was conducted in 2015 by certified arborist Ed Brennan, which identified 16 tree species and 255 individual trees. Approximately 181 of the 255 trees identified within the project site are native trees as identified in the City of Antioch Tree Ordinance. The native trees in the project site consist of native oaks (coast live oak, blue oak, valley oak, and interior live oak) and California buckeye. Various planted and ornamental trees such as blue gum eucalyptus, manna gum, black locust, and others also exist in the project site (Draft EIR, page 3.4-72).

Some of the planted and ornamental trees are protected under the City of Antioch Tree Ordinance as “mature trees” or “landmark trees” because the trees exceed the 26-inches diameter at breast height (DBH) or 48 inches DBH respective thresholds (Draft EIR, page 3.4-73).

The eucalyptus tree windrow located on the western border of the project site will be preserved. Most of the native oak trees are located within the Sand Creek Corridor setback areas and will be preserved. However, there are 13 trees located within the footprint of the project site that may need to be removed for project infrastructure purposes. (See Attachment E of the updated BRA in Appendix D of the Draft EIR for a map of the trees and a table of the tree survey data). These trees include eight non-native trees and five native trees. The project Applicant will work with the design team to preserve and incorporate as many of these trees into the project design as feasibly possible; the City will review any proposed tree removals as part of the entitlement process. Implementation of MM BIO-5 would ensure that local trees within the project would remain protected. As such, impacts would be less than significant (Draft EIR, page 3.4-73).

Cumulative Impact – Biological Resources: With respect to Special-status Plant Species, Special-status Wildlife Species, Aquatic Resources the proposed project could have a potential cumulative impact (Draft EIR, page 3.4-74).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.5-20). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM BIO-1a through MM BIO-1p, MM BIO-3, MM BIO-4 and MM NOI-1b, MM NOI-1c, and MM NOI-1d.

Facts in Support of Findings: Although the project site is 551.5 acres, only 346 acres of the project site (or 12 percent of the approximately 2,800-acre Sand Creek Focus Area) would be developed under the proposed project, and a minimum 250-foot-wide corridor along Sand Creek would be preserved (Draft EIR, page 3.4-74). As discussed in Section 3.4 of the EIR, implementation of the proposed avoidance and minimization measures identified in the mitigation measures, the proposed project's cumulative impacts on species is less than significant (Draft EIR, page 3.4-74). Additionally, projects located within the Sand Creek Focus Area would be required implement mitigation similar to MM NOI-1, MM NOI-1c, and MM NOI-1d to reduce potential cumulative operational impacts to a less than significant level (Draft EIR, page 3.4-76). MM BIO-3 would reduce the proposed project's cumulative contribution to a less than significant impact on aquatic resources by requiring the project Applicant to conduct surveys, to obtain regulatory permits, and to mitigate all impacts to aquatic resources to a less than significant level (Draft EIR, page 3.4-76). Accordingly, as discussed in detail in section 3.4.6, cumulative impacts would be less than significant with mitigation incorporated.

9.3 – Cultural and Tribal Resources

Impact CUL-1: The project could cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 (Draft EIR, page 3.5-19).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.5-20). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM CUL-1.

Facts in Support of Findings: Prehistoric or historic Native American cultural resources were not identified in the project site. However, as previously discussed, two historical resources are located within the project site: P-07-000008, Judsonville town site; and P-07-000010, the ranch complex. Under Section 15064.5 of the CEQA Guidelines, a resource is considered “historically significant” if the resource meets one or more of the CRHR criteria outlined in the Regulatory Context section above. A resource must be considered historically significant and possess “integrity” in order to qualify for listing in the NRHP and CRHR (Draft EIR, page 3.5-19).

The 2017 ECORP assessment found both the Judsonville town site and Locus 1 of the ranch complex to be significant historic resources per CEQA Guidelines Section 15064.5. Thus, the proposed project has the potential to impact known resources on-site and to encounter previously unknown buried resources. Therefore, the proposed project could have a significant impact related to damaging or destroying such a historic cultural resource. However, implementation of Mitigation Measure (MM) CUL-1, as amended by the Errata in the Final EIR pages 3-37 through 3-38, would reduce impacts to a less than significant level by ensuring the historic resources are preserved to the maximum extent possible and not impaired (Draft EIR, page 3.5-19).

Impact CUL-2: The project could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5 (Draft EIR, page 3.5-20).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.5-21). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implementation of MM CUL-2.

Facts in Support of Findings: As previously mentioned, the Judsonville town site and Locus 1 are known on-site historical resources that contain artifacts. The proposed project would include mass grading and soil disturbance in the areas that contain artifacts, and areas that may contain previously unknown buried artifacts. Therefore, construction and development activities related to the proposed project could cause a substantial adverse change in the significance of unique archaeological or paleontological resources (Draft EIR, page 3.5-20).

The 2017 ECORP testing program demonstrated substantial subsurface deposits exist at each of the historic sites identified within the project site, as discussed above, and also determined the boundaries and extent of each deposit. A potential exists for subsurface historic-period archaeological deposits beyond the established boundaries of the sites and elsewhere in the project site. Due to the presence of alluvium along Sand Creek, and given the likelihood of prehistoric archaeological sites located along perennial waterways, a potential exists for buried prehistoric archaeological sites in the project site (Draft EIR, page 3.5-20).

Because artifacts have been found on-site, and because the potential exists for previously undiscovered resources to be unearthed and potentially damaged or destroyed during construction of the site impacts to archaeological resources could be potentially significant. However, implementation of MM CUL-2, as amended by the Errata in the Final EIR pages 3-38 through 3-39, would ensure impacts would be reduced to a less than significant level (Draft EIR, page 3.5-21).

Impact CUL-3: The project could disturb human remains, including those interred outside of formal cemeteries (Draft EIR, page 3.5-22).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.5-23). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implementation of MM CUL-3.

Facts in Support of Findings: The proposed project would include mass grading and soil disturbance in the areas that contain artifacts, and areas that may contain previously unknown buried human remains. Known human cemeteries or burials have not been detected through subsurface excavation or field surveys. However, there is always the possibility that subsurface construction activities associated with the project, such as trenching and grading, could potentially damage or destroy previously undiscovered human remains. This represents a potentially significant impact related to human remains (Draft EIR, page 3.5-22).

In the unlikely event human remains are discovered, implementation of MM CUL-3 would require that work is halted and the County Coroner is called to make a

determination as to the nature of the remains and to confirm next steps regarding contacting the NAHC and appropriate tribal representatives. In addition, in the event of the accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5(d)—Effects on Human Remains, Health and Safety Code Section 7050.5, and Public Resources Code Sections 5097.94 and Section 5097.98 must be followed. Requirements of these regulations are described above in Regulatory Setting. Therefore, with implementation of MM CUL-3 and compliance with aforementioned CEQA Guidelines, direct and indirect impacts related to disturbance of human remains would be less than significant with mitigation (Draft EIR, page 3.5-22).

Impact CUL-4: The project could cause a substantial adverse change in the significance of a Tribal Cultural Resource that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k) (Draft EIR, page 3.5-23).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.5-23). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM CUL-2.

Facts in Support of Findings: In compliance with AB 52 and SB 18, notification letters were distributed to representatives of the Native American tribes that have expressed interest in development projects in the City and may have additional information regarding TCRs on the project site, respectively. The City has not received any responses to the letters to date. As previously mentioned, Sacred Lands File failed to indicate the presence of Native American cultural resources on-site (Draft EIR, page 3.5-23).

Nonetheless, given similar environmental factors of the proposed project site to known Native American resource sites within Contra Costa County, a moderate potential exists for unrecorded Native American resources to be discovered within the project site. Thus, the possibility exists that construction of the proposed project could directly or indirectly disturb or destroy a unique tribal cultural resource if previously unknown TCR are uncovered during grading or other ground-disturbing activities. Consequently, a significant impact to TCRs could occur. However, implementation of MM CUL-2 would ensure any TCRs uncovered during construction would not be adversely affected. Therefore, construction impacts related to previously listed or eligible TCRs would be less than significant with mitigation (Draft EIR, page 3.5-23).

9.4 – Geology and Soils

- Impact GEO-1:** The proposed project could directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:
- i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.
 - ii) Strong seismic ground shaking.
 - iii) Seismic-related ground failure, including liquefaction.
 - iv) Landslides (Draft EIR, page 3.6-17).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.6-19). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM GEO-1a and MM GEO-1b.

Facts in Support of Findings: According to the project specific geotechnical exploration, the potential for ground rupture is considered unlikely. The California Division of Mines and Geology has not identified any active faults within the project site. Additionally, the site is not located within an Alquist-Priolo Earthquake Fault Zone, and surface evidence of faulting was not observed during site reconnaissance. Although portions of the Green Valley Fault were identified 11 miles west of the project site, the fault does not extend to the ground surface and therefore, is not considered to be active by the State of California. Ground rupture occurring at the site is considered to be unlikely (Draft EIR, page 3.6-17). There is the potential for considerable ground shaking at the project site resulting from an earthquake of high magnitude generated within the San Francisco Bay Region. Ground shaking effects can be mitigated through implementation of CBC requirements and sound engineering judgement as outlined in MM GEO-1a. In addition, the project specific geotechnical exploration provides earthwork recommendations that would also reduce potential impacts to less than significant. MM GEO-1b requires that final grading and foundation plans be reviewed by a qualified Geotechnical Engineer to confirm that project-specific geotechnical exploration recommendations are incorporated. MM GEO-1b also requires monitoring during construction to check the validity of the assumptions made in the geotechnical exploration, to ensure that site preparation and selected fill materials are satisfactory, and that placement and compaction of the fill is performed in accordance with recommendations and the project specifications. As such, with implementation of identified mitigation, the proposed project would not expose people or structures to substantial adverse effects associated with seismic ground shaking. Therefore, operational impacts related to strong seismic ground shaking would be less than significant with mitigation (Draft EIR, page 3.16-18).

Additionally, the geotechnical exploration indicated that the project site has low potential for seismic related liquefaction due to the densities and high fine-grained material content in the sand on-site. Therefore, operational impacts related to seismic related ground failure would be less than significant with incorporation of the Geotechnical recommendations as required by MM GEO-1a. furthermore, the geotechnical exploration determined that the site has little to no potential for landslides based on the topographic and lithologic data observed at the test pits. Incorporation of CBC requirements in addition to the specific grading and foundation design recommendations required by MM GEO-1a and MM GEO-1b, would reduce the potential for seismically induced landslides to less than significant (Draft EIR, page 3.6-18).

Impact GEO-2: The proposed project could result in substantial soil erosion or the loss of topsoil (Draft EIR, page 3.6-19).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.6-20). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM GEO-2.

Facts in Support of Findings: Project construction would involve grading, earth-moving activity, and soil disturbance that would take place on 373.60 acres of the 551.50-acre project site and the off-site improvement area. Chapter 9 of the City's Municipal Code, Storm Water Management and Discharge Control, requires projects that propose to disturb more than 1.00 acre of land, such as the proposed project, must obtain coverage under the State's General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit), which pertains to erosion- and siltation-related pollution from grading and project construction. Compliance with the Permit requires the Applicant to file a Notice of Intent (NOI) with the State Water Board and prepare a SWPPP prior to construction (Draft EIR, page 3.6-19). The SWPPP would incorporate BMPs in order to prevent, or reduce to the greatest feasible extent, adverse impacts to water quality from erosion and sedimentation. Such BMPs would include hydro-seeding, the placement of erosion control measures within drainage ways and ahead of drop inlets, the temporary lining (during construction activities) of drop inlets with "filter fabric" (a specific type of geotextile fabric), the placement of straw wattles along slope contours, directing subcontractors to a single designation "wash-out" location (as opposed to allowing them to wash-out in any location they desire), the use of siltation fences, and the use of sediment basins and dust palliatives. Impacts related to soil erosion and the loss of topsoil would be reduced to a less than significant level with the implementation of MM GEO-2. Therefore, construction impacts related to substantial soil erosion or the loss of topsoil would be less than significant with mitigation (Draft EIR, pages 3.6-19 through 3.6-20).

Upon completion of the construction stage, previously disturbed areas would be ultimately protected through the placement of structures, roadways, landscaping, and other improvements, which would substantially minimize long-term erosion. Furthermore, the City implements the NPDES Phase II MS4 requirements through a stormwater management plan and its stormwater ordinance, which require implementation of post-construction stormwater quality improvements. Thus, the potential for erosion or loss of topsoil during project operation would be less than significant (Draft EIR, page 3.6-20).

Impact GEO-3: The proposed project could be located on a geologic unit or soil that is unstable, or that could become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse (Draft EIR, page 3.6-20).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.6-21). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM GEO-1a and MM GEO-1b.

Facts in Support of Findings: The project-specific geotechnical exploration conducted by ENGEO, Inc. determined that the potential for lateral spreading, landslide, subsidence, and liquefaction is low to negligible based on topographic and lithologic data (see Appendix F of the Draft EIR). However, as mentioned above, the California Department of Conservation's Earthquake Zones of Required Investigation Map identifies the project site as located within a liquefaction zone.²⁵ Incorporation of standard building code requirements as well as the specific grading and foundation design recommendations required by MM GEO-1a and MM GEO-1b, would reduce the potential for impacts related to unstable soil or geologic units to a less than significant level (Draft EIR, pages 3.6-20 through 3.6-21).

Impact GEO-4: The proposed project could be located on expansive soil, as defined in Table 18-1- B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property (Draft EIR, page 3.6-21).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.6-21). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM GEO-1a and MM GEO-1b.

Facts in Support of Findings: According to the project-specific geotechnical exploration, potentially expansive lean clay soils were observed near the surface in all of the soil test pits. These soils have moderate to high shrink/swell potential with variations in moisture content. Expansive soils can shrink or swell and cause heaving and cracking of slabs-on-grade, pavements, and structures founded on shallow foundations, which is considered a potentially significant impact. Successful performance of structures on expansive soils requires specific procedures for grading and for establishment of building foundations (Draft EIR, page 3.6-21).

Implementation of geotechnical recommendations and MM GEO-1a and MM GEO-1b, which require the incorporation of all recommendations from the geotechnical exploration and monitoring during construction to ensure proper implementation, as well as replacing native soils with engineered fill or the addition of soil amendments are also effective means of mitigating expansive soils, and would reduce potential impacts related to expansive soil to less than significant (DEIR, page 3.6-21).

Impact GEO-6: The proposed project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature (Draft EIR, page 3.6-22).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.6-23). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM GEO-3.

Facts in Support of Findings: The Paleontological Records Search on the UCMP revealed that the project site consists primarily of Holocene alluvium (QA), which is too young to be fossiliferous, and Eocene Markley Sandstone Member (Tkm) of the Kreyenhagen Formation, which is located in the southwestern portion of the site as well as along the northern boundary. Within the 0.50 mile search perimeter, the records search identified Eocene rocks assigned to the other members of the Kreyenhagen Formation and older Eocene rocks of the Domengine (Tds) and Meganos Formation (Tmgd).

No known paleontological resources have been identified on the project site, although paleontological resources have been identified within a distance of 1 mile. The records search noted that the unmapped older alluvium and Markley sandstone would be of concern during project construction, and that the potential of finding late Pleistocene (Rancholabrean) vertebrates in Lone Tree Valley must also be taken into account. The terrain across the project site is relatively undisturbed and both of the mapped geologic units (Markley sandstone and Quaternary alluvium) have produced significant

paleontological resources in the vicinity. This would represent potentially significant impact related to destruction of paleontological resources (Draft EIR, page 3.6-22).

MM GEO-3 requires a pre-construction paleontological walkover survey, and the creation and implementation of a paleontological monitoring program, including training for the construction crew by a qualified professional Paleontologist. With the implementation of this mitigation, impacts related to destruction of paleontological resources or unique geologic features would be less than significant (Draft EIR, page 3.6-22).

9.5 – Hazards, Hazardous Materials, and Wildfire

Impact HAZ-2: The project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment (Draft EIR, page 3.8-26).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, 3.8-31) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM HAZ-2a through MM HAZ-2h.

Facts in Support of Findings: During construction, the proposed project would be expected to involve the transport, use, and disposal of hazardous materials, such as diesel fuels, aerosols, and paints. However, the duration of these actions would only be temporary and limited to the period of construction. Furthermore, the proposed project would be subject to the Hazardous Materials Transportation Act, California Public Resources Code, the Clean Water Act, and other local, State, and federal regulations that would reduce and limit the associated risks. Any handling, transporting, use, or disposal would comply with applicable laws, policies, and programs set forth by various federal, state, and local agencies and regulations, including the EPA, RCRA, California Department of Transportation (Caltrans), and the Contra Costa Hazardous Materials Program (Draft EIR, page 3.8-26).

Required compliance with applicable hazardous material laws and regulations would ensure that construction-related hazardous material use would not result in significant impacts.

Existing structures would be removed as part of project construction. For buildings constructed prior to 1980, the Code of Federal Regulations (29 CFR § 1926.1101) states that all thermal system insulation and surface materials must be designated as “presumed asbestos-containing material” unless proven otherwise through sampling in accordance with the standards of the Asbestos Hazard Emergency Response Act.

ACMs were banned in the mid-1970s. ACMs could include, but are not limited to resilient floor coverings, drywall joint compounds, and acoustic ceiling tiles, piping insulation, electrical insulation, and fireproofing materials. Furthermore, the use of lead-based paint was not banned until 1978 by the Federal Government. Typically, exposure to lead from older vintage paint is possible when the paint is in poor condition or is being removed. Lead-based paints were phased out of production in the early 1970s. Although the exact construction date of the existing ranch located on APN 057-021-003 of the project site is unknown, the Phase I ESA approximated construction between 1953 and 1968. Therefore, given the age of the structures, ACMs and lead-based paint may be present within the structures. Because implementation of the proposed project would include demolition of the existing on-site structures, exposure of workers to ACMs or lead-based paint could occur. This represents a potentially significant impact. Implementation of MM HAZ-2a, which requires the Applicant to conduct hazardous materials surveys and abatement of on-site structures prior to demolition, would reduce potential impacts to a less than significant level (Draft EIR, page 3.8-27).

Two orchards that were planted in limited areas of the site appear to be utilized from the late 1930s until the 1970s. Detectable concentrations of residual agricultural chemicals may exist within on-site soils. Implementation of MM HAZ-2b, which requires a limited agrichemical soil assessment to be conducted within the areas where the two orchards are located on-site, would reduce potential impacts to soils to a less than significant level (Draft EIR, page 3.8-27).

It was also noted that the two on-site wells pose a potential hazard, as one was not properly abandoned according to California Department of Oil, Gas, and Geothermal Resources (DOGGR) regulations. Unused groundwater wells that are not properly abandoned could potentially carry bacteria, sediment, fertilizer, pesticides, or other pollutants as a result of runoff flowing into the wells. Contaminated flow into the open wells could potentially contribute to contamination of the underlying groundwater or aquifer. As outlined in MM HAZ-2c, an abandonment permit is required prior to any ground disturbance activities within 50 feet of a well on the project site. As outlined in MM HAZ-2d, proper abandonment of Well No. 1 in accordance with current DOGGR regulations is required prior to construction of the proposed project (Draft EIR, page 3.8-27).

Several aboveground storage tanks and drums containing hazardous materials and numerous abandoned or discarded tanks and drums were also found throughout the property. Records indicate that the above and underground storage tanks were used on-site since at least 1965. While no releases were documented on-site, contamination may be uncovered upon removal of the storage tanks. All hazardous materials containers and storage tanks shall be removed prior to construction, as outlined in MM HAZ 2e. Additionally, MM HAZ-2f requires a Soil Management Plan (SMP) to be prepared to address potential impacted soil within the single-family residence structure, former UST area, and debris/fill area (Draft EIR, page 3.8-27).

The project site contains an inactive and abandoned petroleum product pipeline that traverses the western portion and the northeastern portion of the site. The pipeline traverses the middle of the proposed project site and the development of the proposed project would include mass grading and soil disturbance, as well as development near the pipeline, which may cause workers to be exposed to soil contamination. Accurate depths and alignment of the pipelines could only be determined by field checking and potholing the pipeline, which is recommended to be accomplished prior to completion of construction plans in order to avoid conflicts between the proposed development and the existing pipeline. As a result, construction and development activities related to the proposed project near the pipeline easement could cause a potentially significant impact (Draft EIR, page 3.8-28).

Extreme caution should be used when excavating, drilling, or grading around the former petroleum product pipeline. All excavating, drilling, or grading must comply with all applicable federal and state standards and regulations associated with development near petroleum pipelines. According to the United States Department of Transportation (USDOT) Pipeline and Hazardous Materials Safety Administration, any project involving digging near a pipeline is required to call prior to commencement of digging in order to notify companies that may operate underground utilities in the area. In addition, the proposed project would be required to comply with Section 195.210 of the Code of Federal Regulations, which requires that the pipeline must avoid and must not be located within 50 feet of any private dwelling, industrial building, or public assembly where people work, unless it is provided with at least 12 inches of cover. The proposed project must also comply with Section 192.325 of the Code of Federal Regulations, which states each transmission line must be installed with at least 12 inches of clearance from any other underground structure and the transmission line must be protected from damage. Without compliance with the above actions, impacts are potentially significant. MM HAZ-2g, which requires proper abandonment of the petroleum pipeline on-site and preparation of an SMP, and MM HAZ-2h, which requires development of construction guidelines shall be implemented to reduce impacts related to pipeline removal to a less than significant level (Draft EIR, page 3.8-28).

It is also important to note that construction activities would involve the use of heavy equipment, which would contain fuels and oils, and various other products such as concrete, paints, and adhesives. There is potential for fuels and oils to spill onto the project site. However, the project contractor would be required to comply with all federal, State, and local ordinances regulating the handling, storage, and transportation of hazardous and toxic materials, as overseen by Cal/EPA and the DTSC. Based on the above, implementation of the proposed project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accidental conditions involving the release of hazardous materials into the environment, specifically related to asbestos-containing materials and lead-based paint associated with the existing on-site structures, on-site orchards, existing petroleum pipeline, and existing water wells. As a result, impacts are considered to be potentially significant. Implementation of MM HAZ-2a, MM HAZ-2b, MM HAZ-2c, MM HAZ-2d, MM HAZ-2e,

MM HAZ-2f, and MM HAZ-2h would reduce construction impacts to a less than significant level (Draft EIR, page 3.8-28).

Impact HAZ-6: The project could impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan (Draft EIR, page 3.8-32).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.8-34). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM TRANS-7.

Facts in Support of Findings: During construction, it is expected that construction equipment and vehicles would be accessing and leaving the project site, which in turn could potentially impede evacuation or emergency vehicle access. Implementation of MM TRANS-7 would reduce construction impacts to a less than significant level by ensuring that adequate vehicle access is provided during construction. Additionally, the proposed project would be required to comply with the Contra Costa County Emergency Operations Plan. Although the Contra Costa County Emergency Operations Plan does not identify specific emergency evacuation routes, compliance would ensure efficient response to emergency incidents within Contra Costa County and the City of Antioch. As such, construction impacts related to emergency response and evacuation would be less than significant after the implementation of mitigation (Draft EIR, page 38-32).

As mentioned above, the proposed project would be required to comply with the Contra Costa County Emergency Operations Plan, which does not identify specific emergency evacuation routes. Implementation of the proposed project would not result in any adverse modifications to the existing roadway system and, thus, would not physically interfere with any existing emergency routes. Instead, the proposed project would expand the existing roadway network to include connection of Dallas Ranch Road and Deer Valley Road by way of an extension of Sand Creek Road and the proposed Street A. The extension of Sand Creek Road would provide increased roadway connectivity within the City. In addition to providing the extension of Sand Creek Road, which would serve as the primary EVA route to the project site. A secondary EVA would be provided from the southern development area through Village 9 along Street C. EVA routes are shown in Exhibit 2-13. In addition, the proposed project involves the dedication of a 2.00-acre site for construction and operation of a future fire station on-site. Upon buildout of the future fire station, emergency services would be readily available on-site. Emergency access would be maximized through the provision of proposed roads and multiple connection points between proposed neighborhoods. The proposed project would be required to comply with the City of Antioch General Plan Policy 11.7.2n, which requires new developments to incorporate appropriate design features to increase safety and minimize potential adverse effects on public health. In addition, Policy 11.8.2f

requires that the City review and clarify emergency evacuation plans for dam failure, fire, and hazardous materials releases (Draft EIR, page 3.8-32 through 3.8-33).

As mentioned in Section 3.13, Transportation, development of one or two-family dwellings where the number of dwelling units exceed 30 shall be provided with two separate and approved fire apparatus access roads; where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the California Fire Code, access from two directions shall not be required (California Fire Code § D107.1.).

Access to the proposed project would be provided from new roadway connections from Deer Valley Road via Street A and an extension of Sand Creek Road connecting to Dallas Ranch Road. Access to Villages 1 through 8 would be provided from multiple locations, meeting or exceeding the fire code requirements. Access to Villages 9, 10, 11, and 12 with a total of 555 units would be restricted to a single public access roadway (Street C).

MM TRANS-7 requires the emergency access points for Villages 9, 10, 11, and 12 to be reviewed and approved by the City of Antioch and Contra Costa County Fire Protection District to ensure that adequate access for large emergency vehicles is provided (Draft EIR, page 3.8-33).

The proposed project includes dedication of land for the construction and operation of a fire station on a 2.00-acre parcel within the southeastern portion of the project site, adjacent to Deer Valley Road. Construction of the fire station would enhance emergency response capabilities for the project site and the City of Antioch generally. Cross-sections for the proposed streets within the project site were reviewed. All street sections provide a minimum of 20-feet of clearway (meaning no obstructions in terms of parked vehicles, landscaping, etc.), such that sufficient width is provided for emergency vehicle access and circulation. In addition, the proposed project would be required to comply with the City of Antioch General Plan Policy 11.7.2n, which requires new developments to incorporate appropriate design features to increase safety and minimize potential adverse effects on public health. In addition, Policy 11.8.2f requires that the City review and clarify emergency evacuation plans for dam failure, fire, and hazardous materials releases. Therefore, the proposed project would not be expected to interfere with an adopted emergency response or emergency evacuation plan, and impacts would be less than significant with implementation of mitigation and adherence to 2015 Contra Costa Emergency Operations Plan and City of Antioch General Plan policies. With implementation of MM TRANS-7 and compliance with the Contra Costa County Emergency Operations Plan and City of Antioch General Plan, the proposed project would not conflict with or impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Therefore, the proposed project would be consistent with an adopted emergency response or emergency evacuation plan, and impacts would be less than significant (Draft EIR, page 3.8-33 through 3.8-34).

9.6 – Noise

Impact NOI-1: The proposed project could generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies (Draft EIR, page 3.11-19).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.11-30). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM NOI-1a through MM NOI-1d.

Facts in Support of Findings: Noise impacts from construction activities associated with the proposed project would be a function of the noise generated by construction traffic, construction equipment, equipment location, sensitivity of nearby land uses, and the timing and duration of the construction activities (Draft EIR, page 3.11-20). While construction traffic noise would result in less than significant impacts, noise resulting from construction equipment would require implementation of MM NOI-1a to reduce impacts to a less than significant level (Draft EIR, page 3.11-20 through 3.11-21).

The proposed project will result in an increase in traffic on local roadway segments in the project vicinity. In addition, implementation of the proposed project would introduce new stationary noise sources to the ambient noise environment in the project vicinity, including new mechanical ventilation equipment, parking lot activities, and delivery trucks. For operational noise, a significant impact would occur if the proposed project would cause the Community Noise Equivalent Level (CNEL) to increase by 5 dBA or more even if the CNEL would remain below normally acceptable levels for a receiving land use (60 dBA CNEL, as measured in the rear yards of residential homes); or by 3 dBA or more, thereby causing the CNEL in the project vicinity to exceed normally acceptable levels and result in noise levels that would be considered conditionally acceptable for a receiving land use. A doubling of traffic volume generally results in a 3 dBA increase in noise. The potential for a substantial increase in ambient noise levels resulting from these noise sources is analyzed below (Draft EIR, page 3.11-21 through 3.11-22).

The highest traffic noise level increase with implementation of the proposed project would occur along Dallas Ranch Road south of Prewett Ranch Road under existing plus project conditions. Along this roadway segment, the proposed project would result in traffic noise levels ranging up to approximately 62.7 dBA CNEL as measured at 50 feet from the centerline of the nearest travel lane, representing an increase of 4.8 dBA over existing conditions for this roadway segment. The calculated traffic noise levels as

measured in the rear yards of adjoining residential land uses would be below 56 dBA CNEL due to shielding provided by existing soundwalls. Therefore, the substantial increase standard would be a 5 dBA increase. As this greatest increase in traffic noise levels would be a 4.8 dBA increase, the impact related to operational traffic noise proximate to Dallas Ranch Road would be less than significant (Draft EIR, page 3.11-22).

No other modeled roadway segment would experience an increase of 3 dBA or greater under any of the plus project traffic scenarios. Therefore, project-related traffic noise level would result in less than significant increases in traffic noise levels along modeled roadway segments in the project site vicinity. Therefore, the impact related to operational noise proximate to other roadway segments would be a less than significant impact.

A significant impact would also occur if the project would introduce new land uses to traffic noise levels that are in excess of the City's adopted land use compatibility standards. For new single-family residential land use developments, ambient noise levels are restricted to 60 dBA CNEL or less, as measured in the rear yards of residential homes.

As described in the existing noise levels discussion in Section 3.11.2 above, the existing noise environment in the vicinity of the project site was documented through a long-term noise monitoring effort performed at the project site. The long-term noise measurement, shown on Exhibit 3.11-1, was conducted on Snodgrass Lane, approximately 530 feet west of Deer Valley Road. The resulting measurement determined that ambient noise levels at this location averaged 52 dBA CNEL. Daytime ambient noise levels at this location, between the hours of 7:00 a.m. and 10:00 p.m., were 50 dBA Leq, 41 dBA L₅₀, and 63 dBA L_{max}. Nighttime ambient noise levels at this location, between the hours of 10:00 p.m. and 7:00 a.m., were 43 dBA Leq, 40 dBA L₅₀, and 58 dBA L_{max}. These noise levels are below the City's land use compatibility standard of 60 dBA CNEL for new residential land use development (Draft EIR, page 3.11-22).

To further analyze the ambient noise environment of the project site for compatibility with the proposed land use development, traffic noise modeling was performed to document traffic noise levels along roadway segments in the project vicinity. The Federal Highway Administration (FHWA) highway traffic noise prediction model (FHWA RD-77-108) was used to evaluate existing and future project-related traffic noise conditions along modeled roadway segments in the vicinity of the project site. Traffic modeling was performed using the data obtained from the project-specific traffic impact study included in Appendix K of the Draft EIR. This traffic impact study provides data for existing, near-term, and cumulative conditions. The resultant traffic noise levels were weighed and summed over a 24-hour period to determine the CNEL values.

The traffic noise modeling input and output files—including the 60 dBA, 65 dBA, and 70 dBA CNEL noise contour distances—are included in Appendix I. The following tables show a summary of the traffic noise levels for existing, near term, and cumulative traffic

conditions, with and without the proposed project, as measured at 50 feet from the centerline of the outermost travel lane.

The highest traffic noise levels that would be experienced at the proposed project would occur on Deer Valley Road between Prewett Ranch Road and Wellness Way under cumulative with project conditions. These traffic noise levels would range up to approximately 67.8 dBA CNEL as measured at 50 feet from the centerline of the nearest travel lane. These noise levels would be in excess of the City's land use compatibility standard as measured within rear yards of new residential land uses. This represents a potentially significant impact (Draft EIR, page 3.11-24).

However, implementation of MM NOI-1b, requiring that a soundwall would be constructed as part of the proposed project along rear yards of residential lots fronting Deer Valley Road would reduce traffic noise levels to below 60 dBA CNEL as measured at the nearest proposed rear yards. The soundwall shall be a minimum of 8-foot high, as measured from the finished grade of the proposed residential pads. The soundwall should be located so as to block the line of sight from rear yards for all proposed residences located within 160 feet of the centerline of Deer Valley Road. This would reduce traffic noise levels at all receiving residential rear yards to below 60 dBA CNEL. As such, with implementation of MM NOI-1b, requiring implementation of the described soundwall, traffic noise levels would be reduced to not exceed the City's land use compatibility standards as measured at the nearest backyards of the proposed residences. Therefore, with implementation of MM NOI-1b, traffic noise impacts would be reduced to less than significant (Draft EIR, page 3.11-24 through 3.11-25).

Implementation of the proposed project would introduce new stationary noise sources to the ambient noise environment in the project vicinity, including new mechanical ventilation equipment at residential homes, and new mechanical ventilation equipment, parking lot activities, and delivery trucks at the proposed Village Center. Other stationary noise sources would include an emergency backup generator and parking lot activities at the proposed fire station (Draft EIR, page 3.11-25).

Noise levels from typical mechanical ventilation equipment range up to approximately 60 dBA Leq as measured at a distance of 25 feet. The closest residential receptor is the residence on the west side of the Vallejo Court cul-de-sac, off Mammoth Way, the façade of which is about 5 feet from the project property line. Specific details regarding location of mechanical ventilation systems are not available at the time of this analysis. However, if residential mechanical ventilation systems are located within 15 feet of the project boundary, then operational noise levels could exceed the City's normally acceptable threshold of 60 dBA CNEL as measured in rear yards of existing residential receptors. This would represent a potentially significant impact (Draft EIR, page 3.11-25).

However, MM NOI-1c would require that mechanical ventilation equipment for the proposed homes be located a minimum of 15 feet from the boundary of the project site, or that mechanical ventilation equipment be shielded by a noise-reducing barrier. At this

distance, or with a barrier, and with shielding from the existing wood fence along the property line, noise from mechanical ventilation equipment would remain below the City's normally acceptable level of 60 dBA CNEL, as measured in the rear yards of residential homes. Implementation of MM NOI-1c would ensure that mechanical ventilation equipment at the proposed residential homes would not result in a substantial temporary increase in ambient noise levels in excess of 60 dBA CNEL. Therefore, the impact related to operational residential stationary noise would be less than significant with mitigation (Draft EIR, page 3.11-25).

The proposed Village Center is a 5.7-acre neighborhood commercial use. Noise sources could include parking lot activities, delivery trucks, and rooftop mechanical ventilation equipment, which would result in potentially significant impacts to proposed on-site residential receptors as well as to the two existing off-site single-family residential receptors located south of Sand Creek Road, west of Deer Valley Road.

Specific details regarding building or parking lot footprints or location of mechanical ventilation systems are not available at the time of this analysis. However, a general conservative operational noise impact analysis is provided based on typical commercial stationary source reference noise levels.

Typical parking lot activities, including expected delivery activity for typical deliveries for small commercial land uses, can generate noise levels of approximately 60 dBA to 70 dBA L_{max} at 50 feet. The closest noise-sensitive receptor to potential parking and delivery areas at the Village Center are the proposed residential land uses that would be developed west of the commercial area. Parking and delivery areas would be separated from the proposed residential land uses by an internal street at a minimum distance of 75 feet. At this distance parking lot activity noise levels would attenuate to 66 dBA L_{max} , with reasonable worst-case hourly average noise levels from these activities averaging approximately 55 dBA L_{eq} . Therefore, when averaged over a 24-hour period these noise levels would not exceed the City's normally acceptable threshold of 60 dBA CNEL as measured in rear yards of residential receptors.

Therefore, the proposed the Village Center parking lot activities would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project site in excess of standards established in the local general plan or noise ordinance; and the impact of noise produced by these parking lot activities to the nearest sensitive receptors would be less than significant.

The proposed commercial development would include new mechanical ventilation equipment. Noise levels from typical commercial mechanical ventilation equipment range up to approximately 60 dBA L_{eq} at a distance of 25 feet. At a distance of 100 feet, noise generated by mechanical ventilation equipment would attenuate to approximately 48 dBA L_{eq} . When averaged over a 24-hour period these noise levels would not exceed the City's normally acceptable threshold of 60 dBA CNEL as measured in rear yard of this nearest residential receptors. Therefore, the commercial land uses shall be designed so that on-site mechanical equipment (i.e., HVAC units, compressors,

generators) are located no closer than 100 feet from the nearest residential dwelling unit or provided shielding from nearby noise sensitive land uses to meet the City's normally acceptable threshold of 60 dBA CNEL. Shielding shall have a minimum height sufficient to completely block line-of-sight between the onsite noise source and the nearest residential dwelling to meet the City's noise standard. Based on the size and placement of the HVAC units (i.e., ground level or roof top), barrier heights may range between three to six feet.

Therefore, with implementation of MM NOI-1d mechanical ventilation equipment operations associated with the Village Center commercial development would not generate a substantial temporary or permanent increase in excess of the City's noise standards as measured at the nearest sensitive receptors. Therefore, the impact related to operational Village Center stationary noise would be less than significant with mitigation.

The proposed fire station could result in stationary noise sources, including parking lot activities and rooftop mechanical ventilation equipment, which would result in potentially significant impacts to proposed on-site residential receptors and to the two existing off-site single-family residential receptors located south of Sand Creek Road, west of Deer Valley Road. Again, a significant impact would occur if the proposed project would cause the CNEL to increase by 5 dBA or more even if the CNEL would remain below normally acceptable levels for a receiving land use (60 dBA CNEL, as measured in the rear yards of residential homes); or by 3 dBA or more, thereby causing the CNEL in the project vicinity to exceed normally acceptable levels and result in noise levels that would be considered conditionally acceptable for a receiving land use.

The intermittent noise that would result from emergency vehicle sirens are regulated and required pursuant to public health and safety regulations and are therefore exempt from the City's noise performance standards. Furthermore, it should be noted that the Contra Costa County Fire Prevention District will implement Opticom™ Intelligreen Priority software for traffic control at the nearest intersections to minimize emergency vehicle delay (and therefore would minimize the duration of siren noise in the project vicinity). Therefore, with these minimization features and because of the temporary and intermittent nature of emergency vehicle siren noise would not result in a substantial increase in ambient noise levels in the project vicinity and the impact would therefore be less than significant.

Typical parking lot activities include vehicles cruising at slow speeds, doors shutting, or cars starting, and can generate noise levels of approximately 60 dBA to 70 dBA L_{max} at 50 feet.

The closest noise-sensitive receptor to the proposed fire station parking areas at the project site are the proposed residential land uses located on the north side of Sand Creek Road. The closest of these residences is located approximately 125 feet from the acoustic center of the nearest proposed parking area on the project site. At this distance, parking lot activity would result in intermittent noise levels ranging up to 62

dBA L_{max} at the property line of the nearest residence. Assuming a reasonable worst-case scenario of one parking movement per parking stall within a single hour would result in an hourly average noise level of 45 dBA L_{eq} as measured at this nearest receptor.

These noise levels would not exceed existing background ambient noise levels. Furthermore, when averaged over a 24-hour period these noise levels would not exceed the City's normally acceptable threshold of 60 dBA CNEL as measured in rear yards of residential receptors.

Therefore, the proposed fire station parking lot activities would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project site in excess of standards established in the local general plan or noise ordinance; and the impact of noise produced by the fire station parking lot activities to sensitive receptors would be less than significant.

The proposed fire station would include new mechanical ventilation equipment. Noise levels from typical mechanical ventilation equipment range up to approximately 60 dBA L_{eq} at a distance of 25 feet.

Proposed mechanical ventilation systems could be located as close as 150 feet from the nearest noise sensitive receptor, which is the single-family residential home located east of the proposed fire station (south of Sand Creek Road, west of Deer Valley Road). At this distance, noise generated by mechanical ventilation equipment would attenuate to below 45 dBA L_{eq} at this nearest single-family residential receptor. These noise levels would not exceed existing background ambient noise levels. Furthermore, when averaged over a 24-hour period these noise levels would not exceed the City's normally acceptable threshold of 60 dBA CNEL as measured in rear yard of this nearest residential receptors.

Therefore, the proposed fire station mechanical ventilation equipment operations would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project site in excess of standards established in the local general plan or noise ordinance; and the impact of noise produced by the proposed fire station mechanical ventilation equipment operations to sensitive receptors would be less than significant.

The proposed fire station would also include installation of a new emergency standby generator. The proposed generator equipment would be located on the south side of the fire station building. The generator could be located as close as 170 feet from the nearest off-site noise-sensitive receptor, which is the existing residential home located east of the proposed fire station. At this distance, noise generated by the proposed standby generator would be expected to attenuate to less than 73 dB SPL at this nearest sensitive receptor. Ongoing monthly operations of generator testing at full power for up to 30 minutes within an hour would result in a worst-case average hourly

noise level of 67 dBA L_{eq} , and a 24-hour average noise level of 60 dBA CNEL, as measured at the nearest sensitive receptor.

Existing background ambient noise levels in the project vicinity are documented to range up to 52 dBA CNEL as measured at long-term noise measurement location LT-1 shown in Exhibit 3.11-1. In addition, existing traffic noise levels on roadway segments adjacent to these nearest receptors are projected to range up to 66 dBA CNEL along Deer Valley Road between Wellness Way and Sand Creek Road. Therefore, operational noise levels generated by scheduled testing of the standby generator equipment would not exceed existing background noise levels in the project vicinity, and operational noise levels generated by the proposed standby generator equipment would have a less than significant impact to off-site noise-sensitive receptors (Draft EIR, page 3.11-29).

Therefore, the proposed fire station emergency standby generator would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance; and the impact of noise produced by the proposed fire station emergency standby generator to sensitive receptors would be less than significant (Draft EIR, page 3.11-29).

Implementation of the proposed project would introduce construction and new operational noise sources to the ambient noise environment in the project site vicinity. However, implementation of MM NOI-1a through MM NOI-1d would reduce construction and operational noise impacts. Therefore, overall, the impact related to substantial noise increase in excess of standards would be less than significant with mitigation (Draft EIR, page 3.11-29).

9.7 – Public Services and Recreation

Impact PUB-1: The project could result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection (Draft EIR, page 3.13-26).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.13-). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM AQ-2a, MM BIO-1a through MM BIO-1p, MM BIO-3, MM BIO-4, MM CUL-1, MM CUL-2, MM CUL-3, MM GEO-1a, MM GEO-1b, MM GEO-2, and MM GEO-3, MM HAZ-2a, MM HAZ-2f,

MM HAZ-2h MM NOI-1a, MM NOI-1b, MM NOI-1c, MM TRANS-1a, TRANS-1b, MM TRANS- 1c, MM TRANS-2, MM TRANS-7, MM TRANS-8a, MM TRANS-8b, and MM TRANS-8c.

Facts in Support of Findings: The proposed project would add 1,177 dwelling units, 54,000 square feet of neighborhood commercial uses, and increase the population living in the Sand Creek Focus Area by 3,931 people, resulting in an increased number of emergency calls (Draft EIR, page 3.13-26).

The General Plan calls for one firefighter per 1,000 residents. Thus, the proposed project would require the addition of four firefighters. The Contra Costa County Fire Protection District currently operates four stations in the City of Antioch: Station 81 at 315 West 10th Street (4.45 miles away); Station 82 at 196 Bluerock Drive (1.95 miles away); Station 83 at 2712 Gentrytown Drive (4.17 miles away); and Station 88 at 4288 Folsom Drive (2.45 miles away) (Draft EIR, page 3.13-27).

Contra Costa County Fire Protection District desires and intends to construct a fire station on all or a portion of the 2.00-acre site identified as Public/Quasi Public (PQP) south and across Sand Creek Road from the Village Center. For the purposes of analysis, the fire station is estimated to be 5,600 square feet and would contain a total of 9 staff members working in 48-hour shifts). Construction of the proposed fire station would require compliance with mitigation measures and regulations outlined in respective sections of this EIR. Requirements for construction for each topical section are explained below (Draft EIR, page 3.13-27).

As described in Section 3.3, Air Quality, implementation of MM AIR-2a, which requires implementation of BAAQMD BMPs during construction would reduce potential impacts related to conflict with the 2017 Clean Air Plan. Therefore, construction impacts would be less than significant.

As described in Section 3.4, Biological Resources, the impacts related to special-status species, aquatic resources, and wildlife movement would be reduced to a less than significant level with the implementation of MM BIO-1a through MM BIO-1p, MM BIO-3, and MM BIO-4. Therefore, construction impacts related to biological resources would be less than significant with implementation of pre-construction surveys and specific protocols for special-status species, acquisition of applicable USACE and California Department of Fish and Wildlife (CDFW) permits, implementation of BMPs, and prohibitions against the construction of fencing that could hinder migratory wildlife movement (Draft EIR, page 3.13-27).

As described in Section 3.5, Cultural and Tribal Cultural Resources, implementation of MM CUL-1, MM CUL-2, and MM CUL-3 would reduce construction impacts to a less than significant level. Therefore, construction of the fire station would result in less than significant impacts related to cultural resources and tribal cultural resources.

As discussed in Section 3.6, Geology and Soils, implementation of MM GEO-1a, MM GEO-1b, MM GEO-2, and MM GEO-3 would reduce project construction impacts to a less than significant level.

As described in Section 3.8, Hazards, Hazardous Materials, and Wildfire, implementation of MM HAZ-2a, MM HAZ-2f, and MM HAZ-2h would require implementation of a number of actions that would reduce impacts to a less than significant level. Actions would include completion of a preconstruction hazardous materials survey, completion of a Phase II Environmental Site Assessment, and preparation of safety guidelines for construction workers (Draft EIR, page 3.13-27).

As described in Section 3.9, Hydrology and Water Quality, construction impacts would be less than significant, and no mitigation would be required because all construction in California is required to comply with local, State, and federal water quality laws and regulations. Therefore, construction of the fire station would result in less than significant impacts to hydrology and water quality.

As described in Section 3.11, Noise, implementation of MM NOI-1a would reduce construction noise to a less than significant level through limiting construction hours, as well as compliance with standard mitigation to reduce construction equipment noise.

As described in Section 3.14, Transportation, implementation of TRANS-1a, would reduce construction impacts to a less than significant level through the implementation of a traffic construction management plan.

Based on the foregoing, construction of the proposed fire station would result in less than significant impacts (Draft EIR, page 3.13-28).

According to Mike Quesada, Interim Assistant Fire Chief of the Contra Costa County Fire Protection District, Station 82 is 5,600 square feet and is staffed with 9 employees.¹⁴ Each shift at Station 82 is 48 hours long. Station 82 receives between approximately 2,000 and 2,500 emergency calls annually. It is expected that the proposed fire station would be staffed with a similar number of employees and be similar in square footage on a similarly-sized site and field a similar number of calls. The site would also operate similar equipment (i.e., one Type 1 Fire Engine, one Type 2 Rescue Engine, one decontamination (Decon) trailer, one Mass Casualty Incident (MCI) trailer, one confined space trailer, and one Type 3 Rescue Engine).¹⁵ The proposed fire station would be located along a proposed extension of Sand Creek Road, just west of Deer Valley Road. As discussed in Section 3.1, Aesthetics, the buildout of the entire proposed project would obstruct views of a protected scenic resource, Mount Diablo, from a General Plan designated view corridor, Deer Valley Road. However, the fire station itself would not independently significantly impact such views, as it would be sited behind two existing homes and outbuildings that is located along Deer Valley with significant mature vegetation that already obscures the fire station site and views of Mount Diablo from passing motorists (Draft EIR, page 3.3-28).

As such, the operation of the fire station would result in less than significant impacts to visual character within the project area, and no mitigation is required.

As discussed in Section 3.4, Biological Resources, implementation of MM NOI-1b, MM NOI-1c, MM NOI-1d, and incorporation of setbacks into the proposed project design would result in less than significant operational impacts to special-status species.

As mentioned in Section 3.7, Greenhouse Gas Emissions and Energy, operation of the fire station is expected to generate approximately 1 MT CO₂e/year. Compared to the other emissions resulting from the proposed project, including mobile, waste decomposition, water transport, and amortized construction emissions, this would not result in a significant impact. Therefore, operational impacts of the station related to GHG emissions would be less than significant (Draft EIR, page 3.13-28).

As mentioned in Section 3.8, Hazards, Hazardous Materials, and Wildfire, operational impacts related to hazards, hazardous materials, and wildfire would be less than significant with the implementation of MM TRANS-7 (DEIR, page 3.13-29).

As described in Section 3.9, Hydrology and Water Quality, operational impacts would be less than significant (Draft EIR, page 3.13-29).

As described in Section 3.10, Land Use and Planning, project operation would have less than significant impacts related to the division of an established community, nor would it conflict with an applicable land use plan, policy, or regulation. Therefore, operational impacts of the fire station related to land use and planning would be less than significant (Draft EIR, page 3.13-29).

As described in Section 3.11, Noise, operational noise impacts related to parking lot activities, mechanical equipment operations, and standby generator operations would not be in excess of standards established in the City of Antioch General Plan or noise ordinance, and therefore would be less than significant. In addition, the intermittent noise that would result from emergency vehicle sirens are regulated and required pursuant to public health and safety regulations and are therefore exempt from the City's noise performance standards. Furthermore, it should be noted that the Contra Costa County Fire Protection District will implement Opticom™ Intelligreen Priority software for traffic control at the nearest intersections to minimize emergency vehicle delay by giving priority to exiting vehicles, which would minimize the duration of siren noise in the project vicinity. Therefore, operation of the fire station would not result in a substantial increase in ambient noise levels in the project vicinity and the impact would be less than significant (Draft EIR, page 3.13-29).

As described in Section 3.12, Population and Housing, the proposed project would have a less than significant impact related to the increase in population and necessity for housing. Therefore, operational impacts would be less than significant, and no mitigation is required (Draft EIR, page 3.13-29).

As described in Section 3.14, Transportation, the Transportation Impact Assessment estimated separate trip generation for the Village Center under the assumptions that it would be developed with a retail option or with an office option. As shown in Tables 3.14-5 and Table 3.14-6, the proposed fire station is expected to result in 20 total weekday trips. This number is less than the proposed weekday peak-hour trips under the retail option or office option for the project's village center which were determined to have less than significant impacts. Therefore, the proposed fire station would not result in or contribute to significant impacts to traffic. In addition, as mentioned above, the Contra Costa County Fire Protection District would utilize Opticom™ Intelligreen Priority software that would ensure that the nearest traffic signal would remain green in the event of an emergency, which would ensure adequate emergency access and circulation. Implementation of MM TRANS-1b, MM TRANS-1c, MM TRANS-2, MM TRANS-3f, MM TRANS-7, MM TRANS-8a, MM TRANS- 8b, and MM TRANS-8c would require improvements to further reduce project impacts to the circulation system (Draft EIR, page 3.13-29).

Lastly, as discussed in Section 3.15, Utilities and Service Systems, operation of the fire station would not result in significant impacts related to water or wastewater supply, or water, wastewater, electric power, telecommunications, natural gas, or solid waste facilities. Impacts would be less than significant, and no mitigation is required (Draft EIR, pages 3.13-29 through 3.13-30).

Updated Fire Facilities Impact Fees were recently adopted by the City, which increased the fee to \$951 per single-family home. A Community Facilities District (CFD) fee may be established for the proposed project through the proposed development agreement which, if established would provide additional funding for fire station operation. According the Contra Costa County Fire Protection District, the minimum charge for the CFD per house should be \$350 annually to assist in the funding difference between the cost of the proposed fire station operation and property taxes from the project at full buildout. Additionally, the CFD fee would assist in the funding, operations, and staffing of the proposed fire station due to the anticipated gap between the property tax revenue at full buildout of the Sand Creek Focus Area and the annual cost of staffing and operation the fire station to serve the project area (Draft EIR, page 3.13-30).

Based on the foregoing analysis, the operation of the fire station would not result in significant impacts to the environment (Draft EIR, page 3.13-30).

Impact PUB-6: The project would include the construction of recreational facilities which could have an adverse physical effect on the environment (Draft EIR, page 3.13-34).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.13-35). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM AQ-2a, MM BIO-1a through MM BIO-1p, MM BIO-3, MM BIO-4, MM CUL-1, MM CUL-2, MM CUL-3, MM GEO-1a, MM GEO-1b, MM GEO-2, M GEO-3, MM HAZ-2a, MM HAZ-2f, MM HAZ-2h, MM NOI-1a, and MM TRANS-1a.

Facts in Support of Findings: The project would include 20.00 acres of active public parks, median and landscape areas, in addition to 190 acres of active open space, including 6 acres of trails and a 1.00-acre trail staging area.

As described in Section 3.2, Air Quality, implementation of BAAQMD BMPs during construction would reduce potential impacts related to conflict with the 2017 Clean Air Plan to a less than significant level (Draft EIR, page 3.13-34).

As described in Section 3.3, Air Quality, implementation of MM AIR-2a, which requires implementation of BAAQMD BMPs during construction would reduce potential impacts related to conflict with the 2017 Clean Air Plan. Therefore, construction impacts would be less than significant.

As described in Section 3.4, Biological Resources, the impacts related to special-status species, aquatic resources, and wildlife movement would be reduced to a less than significant level with the implementation of MM BIO-1a through MM BIO-1p, MM BIO-3, and MM BIO-4. Therefore, construction impacts related to biological resources would be less than significant with implementation of pre-construction surveys and specific protocols for special-status species, acquisition of applicable USACE and CDFW permits, implementation of BMPs, and prohibitions against the construction of fencing that could hinder migratory wildlife movement (Draft EIR, page 3.13-35).

As described in Section 3.5, Cultural and Tribal Cultural Resources, implementation of MM CUL-1, MM CUL-2, and MM CUL-3 would reduce construction impacts to a less than significant level.

Therefore, construction of the fire station would result in less than significant impacts related to cultural resources and tribal cultural resources.

As discussed in Section 3.6, Geology and Soils, implementation of MM GEO-1a, MM GEO-1b, MM GEO-2, and MM GEO-3 would reduce project construction impacts to a less than significant level.

As described in Section 3.8, Hazards, Hazardous Materials, and Wildfire, implementation of MM HAZ-2a, MM HAZ-2f, and MM HAZ-2h would require completion of a pre-construction hazardous materials survey, completion of a Phase II Environmental Site Assessment, and preparation of safety guidelines for construction workers.

As described in Section 3.11, Noise, implementation of MM NOI-1a would reduce construction noise to a less than significant level through limiting construction hours and compliance with standard mitigation to reduce construction equipment noise.

As described in Section 3.14, Transportation, implementation of MM TRANS-1a, would reduce construction impacts to a less than significant level.

With the implementation of MM AQ-2a, MM BIO-1a through MM BIO-1p, MM BIO-3, MM BIO-4, MM CUL-1, MM CUL-2, MM CUL-3, MM GEO-1a, MM GEO-1b, MM GEO-2, MM GEO-3, MM HAZ-2a, MM HAZ-2f, MM HAZ-2h, MM NOI-1a, and MM TRANS-1a, impacts due to construction of recreational facilities would be reduced to less than significant. Operational impacts would be less than significant, as effects related to the provision of parks and recreational facilities are limited to construction (Draft EIR, page 3.13-35).

9.8 – Transportation and Traffic

Impact TRANS-7: The project could result in inadequate emergency access (Draft EIR, page 3.14-97).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.14-98). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM TRANS-7.

Facts in Support of Findings: Access to the proposed project would be provided from new roadway connections from Deer Valley Road via Street A and an extension of Sand Creek Road connecting to Dallas Ranch Road. Access to Villages 1 through 8 would be provided from multiple locations, meeting or exceeding the Fire Code requirements. Access to Villages 9, 10, 11, and 12 with a total of 555 units would be restricted to a single public access roadway. This configuration may not meet the California Fire Code (D107.1) and the Contra Costa County Fire Protection District Ordinance.

MM TRANS-7 requires the emergency access points for Villages 9, 10, 11, and 12 to be reviewed and approved by the City of Antioch and Contra Costa County Fire Protection District to ensure that adequate access for large emergency vehicles is provided. Cross-sections for the proposed streets within the project site were reviewed. All street sections provide a minimum of 20-feet of clearway (meaning no obstructions in terms of parked vehicles, landscaping, etc.), such that sufficient width is provided for emergency vehicle access and circulation. Therefore, impacts would be less than significant after the implementation of mitigation (Draft EIR, page 3.14-98).

Impact TRANS-8: The project would provide adequate access of public, transit, bicycles, or pedestrians (Draft EIR, page 3.14-98).

Findings: Less than significant impact with mitigation incorporated (Draft EIR, page 3.14-101). Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)).

Mitigation: Implement MM TRANS-8a through MM TRANS-8c.

Facts in Support of Findings: Master Development Plan includes a Pedestrian and Bicycle Plan for the proposed project. (See Exhibit 3.14-21 of the Draft EIR) This Exhibit also identifies the proposed public transit stops. No transit service is currently provided to the project site as it is undeveloped. A BART station is located approximately 4 miles from the site in the vicinity of Hillcrest Avenue at SR-4, and an additional BART station may be constructed within the median of SR-4 between Lone Tree Way and Sand Creek Road, approximately 2.5 to 4 miles east of the project site. Bus pullouts are shown along Sand Creek Road at Street B and west of Deer Valley Road to accommodate the potential for Tri Delta Transit to serve the site. Bus turnouts and shelters meeting Tri Delta Transit requirements would be provided (Draft EIR, page 3.14-98).

Although transit facilities would be provided on Sand Creek Road, numerous neighborhoods, specifically in the southwestern portion of the site would be located more than 0.25-mile walk to a bus stop, reducing the potential for transit trips for residents of those neighborhoods. MM TRANS-8a requires the project Applicant to consult with Tri Delta Transit to determine if additional transit facilities should be provided and, if so, prepare and submit plans depicting transit stops (Draft EIR, page 3.14-98).

The proposed project includes Class II bicycle lanes to be constructed on Sand Creek Road, Deer Valley Road, and Streets A, B, and C. A number of off-street trails would also be constructed. The on-street Class II bicycle facilities are proposed to provide 8-foot wide bicycle lanes adjacent to 12-foot or 13-foot wide travel lanes. MM TRANS-8b requires the project Applicant to prepare and submit plans depicting bicycle circulation facilities as final improvement plans for individual neighborhoods are processed through the City of Antioch (Draft EIR, page 3.14-98).

Several roadway types are proposed within the development, including arterial, collector, local and hillside roadways. Arterial roadways would provide a minimum 6-foot wide sidewalk on both sides of the street, except where a parallel Class I trail is provided. Collector and local roadways would provide a 5-foot wide sidewalk on both sides of the street where development is proposed; if development would only occur on one side of the street, the sidewalk would be placed adjacent to development, with a Class I trail provided on the opposite side of the street. Sidewalks on the hillside roadways are proposed to be 4-feet wide. The proposed sidewalk network would connect to the site to adjacent developments, providing continuous pedestrian

connections in the area. The project would also construct a number of off-street trails, ranging from a 4-foot wide natural trail to a 10-foot wide asphalt trail with stabilized shoulders to accommodate emergency vehicle access (Draft EIR, page 3.14-98).

MM TRANS-8c requires the project Applicant to prepare and submit plans depicting pedestrian facilities as circulation facilities as final improvement plans for individual neighborhoods are processed through the City of Antioch (Draft EIR, page 3.14-101).

SECTION 10: IMPACTS IDENTIFIED AS BEING SIGNIFICAN AND UNAVOIDABLE EVEN AFTER THE IMPOSITION OF ALL FEASIBLE MITIGATION MEASURENS

The lead agency hereby finds that, despite the incorporation of mitigation measures outlined in the EIR and the attached MMRP, the following impacts from the proposed project and related approvals cannot be fully mitigated to a less than significant level and a Statement of Overriding Considerations is therefore included herein.

10.1 – Aesthetics

Impact AES-3: With respect to the non-urban character of the existing project site, the project would substantially degrade the existing visual character or quality of public views of the site and its surroundings. (Public views are those that are experienced from publicly accessible vantage points) (Draft EIR, page 3.1-33).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts at operation would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR. (State CEQA Guidelines § 15091(a)(3)). (Draft EIR, page 3.1-33 - 47.)

Mitigation: No Feasible Mitigation is Available.

Facts in Support of Findings: Construction of the project would temporarily affect the visual character and quality of the project site. However, construction activity would be temporary in nature and would not permanently degrade the existing visual character of the project site. Therefore, impacts related to construction would not substantially degrade the existing visual character or quality of public views and construction related impacts would be less than significant (Draft EIR, page 3.1-33).

Projects in an urbanized area may have a potentially significant aesthetic impact if the project conflicts with applicable zoning and other regulations governing scenic quality. The City of Antioch is an "Urbanized Area" as defined in Public Resources Code Section 21071. As outlined in the City of Antioch General Plan, the project site is designated as Hillside and Estate Residential/Golf Course/Senior Housing/Public-Quasi Public/Open Space. The site is zoned as Study District by the City of Antioch Code of Ordinances. Accordingly, the project does not conflict with existing zoning and impacts are less than significant (Draft EIR, page 3.2-13).

Although the project is in an urban area as defined by CEQA and related aesthetic impacts are less than significant, because of the rural character of the immediate site, the non-urban area threshold is analyzed in the Draft EIR (Draft EIR, page 3.1-34.) Accordingly, the EIR includes visual simulations to show the project's changes to existing visual character from Dallas Ranch Road (View 1), Deer Valley Road (View 2), Empire Mine Road (View 3), and an unpaved trail at the Black Diamond Mines Regional Preserve (View 4).

From Dallas Ranch Road View 1, views of the proposed project would consist primarily of landscaping along the project entry (DEIR, Exhibit 3.1-11.) While portions of the hillsides to the south would be partially obscured by vegetation, views of the ridgeline would not be substantially affected by the project. Views of the proposed residential buildings from this vantage point would be screened by project landscaping elements that would blend with existing vegetation in the area consistent with City of Antioch General Plan Design Policy 5.4.2a and Policy 5.4.2g. These policies would provide common design elements and ensure the project complements surrounding development. The project site topography would also contribute to screening the view of the project from Dallas Ranch Road. Such landscaping elements and topography notwithstanding, neighboring homeowners, hikers, and the like will experience a modified view of the site. As such, the proposed project could substantially degrade the visual character or quality of the site for hikers, travelers along Deer Valley Road, as well as abutting residents to north and south (Draft EIR, page 3.1-34).

Exhibit 3.1-12 provides a view of the project site looking west from Deer Valley Road, near the Kaiser Permanente Antioch Medical Center. As described previously, City of Antioch General Plan Policy 5.4.2c identifies Deer Valley Road as a designated view corridor because it provides views of Mount Diablo. Existing views include the undeveloped grasslands of the project site, as well as hillsides and ridgelines located in the background, including Mount Diablo. Upon development of the proposed project, views of the site from the east would change from a rural, undeveloped landscape to a developed, residential and commercial environment (Draft EIR, page 3.1-39). Views of the distant topographical features would be obscured by the buildings and landscaping features of the project. At the Village Center frontage on Deer Valley Road, the proposed buildings would include a 10-foot setback from the Deer Valley Road right-of-way and landscaping elements along the site boundary that would partially screen views of the on-site buildings and enhance the aesthetic quality of the pedestrian sidewalk along the site boundary. Nonetheless, the project would obscure views of distant

topographical features, including Mount Diablo and the surrounding ridgelines. Thus, the proposed project could substantially degrade the visual character or quality of the site for viewers to the east of the site, which is considered a potentially significant impact (Draft EIR, page 3.1-39).

Exhibit 3.1-13 provides a view looking north along Empire Mine Road, with the project site to the east. Empire Mine Road has been closed to through traffic since 2005; however, many individuals hike along it on their way to Black Diamond Mines Regional Preserve. The rural, two-lane road along the site's western boundary is designated as a view corridor in the City of Antioch General Plan because it offers views of Mount Diablo and associated ridgelines to the west. Currently, views at this viewpoint consist of foothills to the north of the project site and a row of non-native eucalyptus trees along the eastern shoulder of the roadway. No views of Mount Diablo are visible from this north-facing viewpoint. Upon development of the proposed project, the existing trees would be retained and would help to screen the proposed single-family residences from view. As shown in the exhibit, the proposed residences would be set back a considerable distance from the roadway and would not dominate the viewshed. In addition, the project would not obstruct views of Mount Diablo and associated ridgelines to the west. The project would change a portion of the viewshed from an undeveloped rural landscape to a residential development. Although the proposed project would not substantially degrade the views of Mount Diablo, the visual character of the site for viewers travelling and/or hiking on Empire Mine Road would change (Draft EIR, page 3.1-39).

Exhibit 3.1-14 provides a view looking east toward the project site from a trail in Black Diamond Mines Regional Preserve, which is located approximately 0.9-mile west of the site. Views currently consist of undeveloped grassland and rolling hills, as well as scattered trees. The project site, as well as the City of Antioch, are visible in the distant background. Development of the proposed project would convert portions of the project site from a rural, undeveloped environment to a residential community (with limited commercial development) (Draft EIR, page 3.1-40).

As shown in the exhibit, the proposed development would not block views of a designated scenic resource. The steep hillsides within the northwest and southwest portions of the project site are protected from development, with the exception of unpaved pedestrian and bicycle paths. The limited residential development within the southwest portion of the site would use landform grading methodology, avoiding the top 25 percent of the hilltops and matching the existing contouring of the hillsides to the maximum extent feasible. Existing trees on the hillsides in the project area would partially screen the proposed development areas. While the proposed project would preserve scenic resources protected by City of Antioch General Plan Policy 5.4.2c. Overall, development of the proposed project would represent a significant change in the overall viewshed from the Black Diamond Mines Regional Preserve (Draft EIR, page 3.1-39). This would be considered a potentially significant impact (Draft EIR, page 3.1-39).

Accordingly, although the project is located within an urban area as defined by CEQA, the project would change the landscape from rural, grazing land, to a built suburban landscape with residential and commercial development that would be similar to the surrounding development to the north and east. The proposed project would degrade visual resources in the area and would partially obscure views of distant topographical features, including Mount Diablo and the surrounding ridgelines, for viewers along the designated view corridor on Deer Valley Road to the east of the site, which is considered a potentially significant impact (Draft EIR, page 3.1-40).

To reduce impacts, the proposed project includes development standards that are consistent with the Design Guidelines and establish minimum design parameters for residential development, including standards related to parking, recreational vehicle storage, driveway slopes, grading, minimum lot dimensions, setbacks, and maximum building heights (Draft EIR, page 3.1-40). In addition to the development standards, the project also includes design guidelines that would provide guidance for neighborhood and landscape design associated with implementation of project development. The design guidelines would include guiding principles and neighborhood specific guidelines to address neighborhood identity, consistency with future surrounding development, and architectural design (Draft EIR, page 3.1-40). Specific landscape guidelines (included in the proposed design guidelines) would address the design of open space, parks, trail staging areas, and streetscapes within the proposed project site (Draft EIR, page 3.1-47).

The project would be generally consistent with the City's Hillside Design Guidelines and other applicable provisions of the General Plan related to the preservation of aesthetic resources. In order to ensure that future development within the project site is consistent with the proposed development standards and design guidelines, as well as existing applicable City standards, the project would be subject to the City's Design Review process established by Chapter 5, Article 26 of the Antioch Municipal Code. However, even with implementation of the development standards and design guidelines, the project would obstruct views of Mount Diablo, a protected scenic resource in a non-urbanized area, from Deer Valley Road, a General Plan designated view corridor. In a non-urbanized setting, this would substantially degrade the existing visual character and quality of the site and the site's surroundings. Therefore, even with implementation of development standards and design guidelines a significant impact would occur with respect to the non-urban character of the existing project site (Draft EIR, page 3.1-47). There is no additional feasible mitigation that reduce this impact; therefore, the project's impact at operation is significant and unavoidable (Draft EIR, page 3.1-47).

Cumulative Aesthetic Impact: The project would have a cumulatively significant impact with respect to visual character and views (Draft EIR, page 3.1-50).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant

environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3)) (Draft EIR, page 3.1-48–50).

Mitigation: No Feasible Mitigation is Available.

Facts in Support of Findings: The City of Antioch General Plan EIR determined that as the City of Antioch continues to expand, future development could alter landforms, scenic vantage points, and the overall character of the City. The project would contribute to the cumulative change in visual character within the City of Antioch. Residential subdivisions are located to the north of the project site, and new residential subdivisions are approved to the east of the project site. In addition, agricultural land designated for development is located to the west. The City of Antioch General Plan has designated the areas south, west, and east of the project site for open space and urban development. Therefore, in terms of the change to the visual character of the project area, development on the project site is what is anticipated to occur in the project area under the General Plan. Development in the City, in addition to development on the project site, would contribute to a change in the visual character of the region. As discussed previously, City of Antioch General Plan Policy 5.4.2c states that view corridors from public spaces to natural ridgelines and landmarks, such as Mount Diablo and distant hills, local ridgelines, and the San Joaquin River and other water bodies (such as Sand Creek), should be preserved. Specific view corridors identified in Policy 5.4.2c include Somersville Road, Lone Tree Way, Hillcrest Avenue, SR-4, SR-160, James Donlon Boulevard, Deer Valley Road, and Empire Mine Road. However, Policy 5.4.2c also recognizes that new development will inevitably result in some loss of existing views. The project would include development standards and design guidelines that would guide future development within the project site. Per a conceptual grading plan included in the proposed design guidelines, the southwestern portion of the project site (within the proposed LD-1 neighborhood area) would be graded with a landform grading methodology, avoiding the top 25 percent of the hilltops and matching the existing contouring of the hillsides to the maximum extent feasible (Draft EIR, page 3.1-49). The steepest slopes to the east and west of the proposed LD-1 neighborhood would be retained as open space and left in a primarily undeveloped state. Thus, the proposed project would be consistent with Policy 5.4.14a through 5.4.14f in the City's Hillside Design policies. Additional discussion of the project's consistency with the City's Hillside Design policies, as well as other applicable General Plan policies, is provided in Section 3.9, Land Use and Planning. Given that the project site is located at a slightly lower elevation than the developed areas to the north of the site, the proposed development would not obscure views of Mount Diablo or local ridgelines from Dallas Ranch Road and residences to the north. In addition, given that Empire Mine Road is located along the site's western boundary and Mount Diablo is located to the southwest

of the site, views of Mount Diablo from the roadway would not be substantially affected. However, views of Mount Diablo and other natural features from Deer Valley Road, which is designated as a scenic corridor by the City of Antioch General Plan, would be partially blocked by the proposed project (Exhibit 3.1-12) (Draft EIR, page 3.1-49).

The City of Antioch General Plan EIR addressed planned buildout of the planned Sand Creek Focus Area, which included the project site, and concluded that with implementation of policies included in the General Plan, converting vacant land to urban use would result in a less-than-significant impact with regard to scenic vistas and scenic resources (Draft EIR, page 3.1-50).

Although development on the project site would be typical of urban development anticipated to occur in the project area, the project would involve a change to the visual character and quality of the site and surroundings from what has been anticipated specifically for the site by the City. In addition, while implementation of the proposed development standards and design guidelines would help maximize the aesthetic quality of future development within the project site, the project would still create a partial obstruction to scenic views offered from Deer Valley Road in a non-urban area, which would substantially degrade the existing visual character and quality of the site and surrounding area (Draft EIR, page 3.1-50).

Therefore, implementation of the proposed project, in addition to cumulative development in the area, would be considered cumulatively significant with respect to the non-urbanized character of the area (Draft EIR, page 3.1-50). No feasible mitigation is available to reduce impacts to below a level of significance.

10.2 – Air Quality

Impact AIR-1: The project would conflict with or obstruct implementation of the applicable air quality plan (Draft EIR, page 3.3-36).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3)).

Mitigation: Implement MM AIR-2a and MM AIR-2b.

Facts in Support of Findings: The primary way of determining whether a project is consistent with the Air Quality Plan's (AQP) assumptions is to determine if a General

Plan is consistent with the growth assumptions used in the AQPs for the Air Basin, and if the project is consistent with the applicable General Plan (Draft EIR, page 3.3-36). The applicable general plan for the project is the City of Antioch General Plan, which was adopted prior to the BAAQMD 2017 Clean Air Plan (Draft EIR, page 3.3-36). The proposed project comprises a multi-generational plan, which would include a wide range of housing, including age-restricted housing for seniors, and includes development standards and design guidelines consistent with the low density and medium density designations. Development standards for the Low-Density designation “allows 4 single-family units per gross developable acre” while development standards for the Medium-Density designation allows for 10 dwelling units for each gross developable acre. Thus, the proposed project would not directly or indirectly result in substantial unplanned population growth and the overall development of the proposed project site would be consistent with the growth assumptions incorporated into the Antioch General Plan and 2017 BAAQMD CAP (Draft EIR, page 3.3-37).

Because the BAAQMD does not provide a numerical threshold of significance for project-level consistency analysis, the EIR analyzed whether the project was consistent with the AQP by applying three additional criteria (Draft EIR, pages 3.3-37 - 39). Although the EIR demonstrated consistency with two of the three additional criteria, the EIR also analyzed an unavoidable cumulative operational impact associated with violating an air quality standard in terms of criteria air pollutant emissions (Draft EIR, page 3.3-38). Criteria 1, of the additional three criteria applied, asks “Does the project support the primary goals of the AQP?” One of the primary goals of the 2017 Clean Air Plan, the current AQP is to, “Attain air quality standards.” Considering that the proposed project would violate an air quality standard, the proposed project would not support the overall goals of the 2017 Clean Air Plan. The proposed project is, therefore, inconsistent with Criterion 1. As discussed in greater detail under Impact AIR-2, even with implementation of MM AIR-2a and MM AIR-2b, the project would result in unavoidable cumulative operational impact associated with violating an air quality standard in terms of criteria air pollutant emissions (Draft EIR, page 3.3-38). No other feasible mitigation is available to further reduce impacts.

Impact AIR-2: The project would result in a cumulatively considerable net increase of a criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard (Draft EIR, page 3.3-40).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or

project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3)).

Mitigation: Implement MM AIR-2a and MM AIR-2b.

Facts in Support of Findings: As shown in Table 3.3-12 on Draft EIR pages 3.3-42 and 3.3-43, construction emissions would not exceed the BAAQMD's recommended thresholds of significance with regard to emissions of ROG, NO_x, exhaust PM₁₀, and exhaust PM_{2.5}. Additionally, construction best management practices to control fugitive dust and engine idling required in MM AIR-2a would reduce impacts related to fugitive dust to below a level of significance (Draft EIR, pages 3.3-45 through 3.3-46). With implementation of MM AIR-2a, cumulative construction impacts associated with violating an air quality standard or contributing substantially to an existing or projected air quality violation in terms of criteria air pollutant emissions specific to fugitive dust would be less than significant (Draft EIR, page 3.3-43).

As shown in Table 3.3-13 and Table 3.3-14, the implementation of the proposed project would result in ROG emissions that would exceed BAAQMD's thresholds of significance for both annual operational emissions and daily operational emissions, indicating that on-going operations would be considered to have the potential to generate a significant quantity of ROG's (Draft EIR, page 3.3-45). MM AIR-2b includes various measures to reduce operational emissions of ROG. For example, MM-AIR-2b encourages the use of locally-based compost/mulch into landscaped areas for soil enrichment and weed suppression to minimize the need for synthetic fertilizers and pesticide use, and encourage the use of integrated pest management techniques, and consider alternative paving materials such as pervious pavement, porous concrete, or other low impact options to reduce the use of asphalt. The majority of operational ROG emissions from project area sources is from consumer products. Specifically, these project area sources of ROG emissions include degreasers for the proposed parking lots and pesticide/fertilizers for the proposed public parks and landscaped areas. It is not feasible to regulate the consumer products used by the future project occupants. Therefore, cumulative operational impacts associated with violating an air quality standard or contributing substantially to an existing or projected air quality violation in terms of criteria air pollutant emissions would be significant and unavoidable (Draft EIR, page 3.3-45). No feasible mitigation is available to reduce the impact to below a level of significance.

Cumulative Impact – Criteria Pollutants: Cumulative operational ROG emissions would exceed BAAQMD's threshold of significance even with mitigation and would be considered cumulatively significant and unavoidable (Draft EIR, page 3.3-56).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain

significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3)).

Mitigation: Implement MM AIR-2a and MM AIR-2b.

Facts in Support of Findings: The BAAQMD considers the emission levels for which a project's individual emissions would be cumulatively significant. As such, if a project exceeds the identified thresholds of significance, its emissions would be significant in terms of both project- and cumulative-level impacts, resulting in significant adverse air quality impacts to the region's existing air quality conditions. As stated in the BAAQMD 2017 CEQA Guidelines, additional analysis to assess cumulative impacts is unnecessary (Draft EIR, page 3.3-56). Rather, the determination of cumulative air quality impacts for construction and operational emissions is based on whether the project would result in regional emissions that exceed BAAQMD regional thresholds of significance for construction and operations on a project level. Projects that generate emissions below the BAAQMD significance thresholds would be considered consistent with regional air quality planning efforts would not generate cumulatively significant emissions. Overall, Impacts AIR-1 and AIR-2 determined that the cumulative construction criteria air pollutant emissions impacts would be less than significant with incorporation of MM AIR-2a and MM AIR-2b. However, cumulative operational ROG emissions would exceed BAAQMD's threshold of significance even with mitigation and would be considered cumulatively significant and unavoidable (Draft EIR, page 3.3-56). No further mitigation is available to reduce this impact.

Cumulative Impact – Toxic Air Contaminants: With respect to Toxic Air Contaminates (TAC), the project would result in a significant and unavoidable cumulative impact (Draft EIR, page 3.3-40).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3)).

Mitigation: Implement MM AIR-2a and MM AIR-2b, above.

Facts in Support of Findings: As discussed in Section 3.3.5 of the Draft EIR, the cumulative health impacts at the Maximum Impacted Sensitive Receptor from existing TAC emission sources located within 1,000 feet of the proposed project, combined with the unmitigated construction-related emissions, would exceed the BAAQMD's recommended cumulative health significance thresholds. Therefore, even with implementation of MM AIR-2a and MM AIR-2b, the cumulative TACs impacts would be significant and unavoidable (Draft EIR, page 3.3-59).

10.3 Green House Gas Emissions and Energy

Impact GHG-1: The project could generate direct and indirect greenhouse gas emissions that could result in a significant impact on the environment even with mitigation (Draft EIR, page 3.7-44).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3)).

Mitigation: Implement MM GHG-1.

Facts in Support of Findings: As shown in the discussion in Section 3.7 of the Draft EIR, proposed project would exceed the threshold of 2.6 MT CO₂e/year/service population for the 2030 GHG emissions (Draft EIR, page 3.7-47). This represents a potentially significant impact, and mitigation would be required to reduce the proposed project's estimated generation of GHG emissions. The measures outlined in MM GHG-1 are recommended to reduce GHG emissions to less than significant levels (Draft EIR, page 3.7-47).

As shown in Table 3.7-6, annual operational GHG emissions would not exceed the applicable thresholds with implementation of MM GHG-1. Therefore, the proposed project would not result in a significant generation of GHG emissions after incorporation of that mitigation. However, it is unknown whether carbon credits will be available and/or feasible to obtain. Further, the fate of PG&E and its renewable resources programs is uncertain. While the proposed project would be required to implement all feasible mitigation, given the uncertainty of credits and programs, the City cannot guarantee full and timely mitigation. As a result, the City conservatively finds that this impact is significant and unavoidable (Draft EIR, page 3.7-48).

Cumulative Impact – Greenhouse Gas Emissions and Energy -The project would have a significant cumulative impact with respect to greenhouse gas emissions and energy (Draft EIR, page 3.7-60).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3)).

Mitigation: Implement MM GHG-1.

Facts in Support of Findings: As discussed in Section 3.7 of the EIR, GHG emissions are inherently a cumulative impact (Draft EIR, page 3.7-39.) Therefore, the analysis presented throughout Section 3.7, and incorporated herein, addresses the cumulative GHG impacts of the proposed project. MM GHG-1 was included in the Draft EIR (Draft EIR, page 3.7-49) to reduce the project's GHG emissions to below the applicable 2030 threshold. MM GHG-1 requires the reduction of GHG emissions to at or below 2.6 metric ton (MT) of carbon dioxide equivalent per year CO₂e/year/service population by 2030 and offers a list of measures that could be employed in order to achieve the required emission reductions. Measures listed in MM GHG-1, include purchasing renewable power, installing on-site solar panels, installing on-site charging units for electric vehicles, implementing a ride sharing program for employees, and purchasing voluntary carbon credits from a verified GHG emissions credit broker.

The project is required to reduce GHG by employing any combination of the measures provided in MM GHG-1. However, it is unknown whether carbon credits will be available and/or feasible to obtain. Further, the fate of PG&E and its renewable resources programs is uncertain. While the proposed project would be required to implement all feasible mitigation, given the uncertainty of credits and programs, the City cannot guarantee full and timely mitigation. As a result, the City conservatively finds that this impact is significant and unavoidable

10.4 – Transportation and Traffic

Impact TRANS 1: The project could conflict with a program plan, ordinance or policy of the circulation system under Existing Plus Project traffic conditions (DEIR, page 3.14-33).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3)).

Mitigation: Implement MM TRANS-1a, MM TRANS-1b, and MM TRANS-1c.

Facts in Support of Findings: Based on information from other residential developments, approximately five workers per day are needed for each home under construction, with one to two deliveries per week of materials for each home. Not all homes are expected to be under construction at the same time and construction workers tend to arrive/depart work sites outside typical commute periods. Assuming 10 percent of homes under construction at the peak of project construction, there could be 570 workers on-site at one time (up to 114 homes with five workers for each home), plus additional people such as building inspectors, supervisors, and others. Maximum site activity could result in 2,000 to 3,000 daily trips to/from the site (including up to 500 truck trips), which is less than would be generated by the proposed project at completion (Draft EIR, page 3.14-33).

Certain construction-related activities could create potential conflicts with other roadway users, including the following: activities resulting in lane closures along the proposed project frontage, construction vehicles queuing within the public right-of-way waiting entry to the site, construction worker parking in non-designated parking areas, or construction debris on public streets. Construction impacts would be temporary in nature; however, this impact is considered potentially significant (Draft EIR, page 3.14-33).

Although construction impacts would be temporary, development of a construction management plan would reduce the potential for construction vehicle conflicts with other roadway users. MM TRANS-1a requires the Applicant to implement a Construction Traffic Management Plan for City review and approval. Implementation of a Construction Traffic Management Plan would reduce the temporary construction impact to a less than significant level (Draft EIR, page 3.14-33).

The addition of proposed project traffic would increase average delay at the signalized project intersections and worsen already deficient operations at the Hillcrest Avenue at SR-4 Eastbound Ramp intersection. No signalized intersections that are currently operating within the City's Level of Service (LOS) standard are projected to degrade beyond the established LOS standard with the addition of proposed project traffic in the existing condition (Draft EIR, page 3.14-33 through 3.14-34).

Vehicle queues are expected to increase slightly with the addition of proposed project traffic, but would be generally contained within the available storage space. For intersections that are projected to operate at LOS D or better during the AM and PM peak-hours (as either roundabouts or signalized intersections), it is expected that vehicle queue spillback can be managed through signal timing adjustments, which the City of Antioch periodically undertakes to optimize travel flow along major corridors (Draft EIR, page 3.14-35).

At the Deer Valley Road at Balfour Road intersection, the addition of proposed project traffic would result in LOS F conditions for the side-street movement, resulting in a potentially significant impact. Peak-hour signal warrants would be satisfied with the addition of proposed project traffic during the AM peak-hour with Phase 1 development (Draft EIR, page 3.14-35).

Automatic machine traffic counts were conducted over a 72-hour period (Tuesday through Thursday) on clear days in August 2019 with area schools in session along Prewett Ranch Drive as some vehicle traffic accessing the site could travel through Prewett Ranch Drive to access Hillcrest Avenue and Sand Creek Road prior to the completion of the Sand Creek Road extension between Hillcrest Avenue and Deer Valley Road. To assess the effects of the addition of proposed project traffic on Prewett Ranch Drive in the existing condition, the daily trip generation estimates were applied to the project trip assignment. The resulting trips were then added to the existing traffic volumes. The percent increase in project trips was also calculated, with the results presented in Table 3.14-8 of Section 3.14, Transportation (Draft EIR, page 3.14-36).

For Segments 1 and 2, the Existing Plus Project daily traffic volumes are below the maximum desired level for a residential collector roadway without front-on housing. For Segment 3 between Grass Valley Way and Hillcrest Avenue, existing traffic volumes exceed the desired level for a residential collector roadway with front-on housing (3,000 vehicles per day), with the proposed project expected to increase vehicle traffic by up to 13 percent (Draft EIR, page 3.14-36).

The Hillcrest Avenue at SR-4 Eastbound Ramps intersection operates at a deficient LOS F during the PM peak-hour prior to the addition of proposed project traffic in the existing condition. The addition of proposed project traffic would worsen operations and increase delay by 9 seconds. Based on the significance criteria, this is considered a significant impact. This impact would occur with Phase 1 of the project. This interchange has been built to its ultimate right-of-way and no additional physical improvements are planned. Poor operations at this intersection are primarily due to the proximity of

adjacent intersections that affect vehicle progression through the interchange area. As a result, adjusting the timing of the traffic signals would improve operations and allow increased travel through the interchange (Draft EIR, page 3.14-36).

MM TRANS-1b requires the project Applicant to fund the design and installation of Adaptive Signal Control Technologies (ASCT) or other traffic signal interconnect system approved by the City at the following intersections:

- Slatten Ranch Road at SR-4 Westbound Ramps
- Slatten Ranch Road/Sunset Drive at Hillcrest Avenue
- Hillcrest Avenue at SR-4 Eastbound Ramps
- East Tregallas Road/Larkspur Drive at Hillcrest Avenue

ASCT are able to adjust traffic signal cycle lengths and phasing based on actual conditions with the ability to adjust signal timing parameters to best serve actual conditions every few minutes. In conjunction with the signal timing adjustments, the project Applicant shall also work with the City and Caltrans to design and install potential restriping options within the Hillcrest Avenue at SR-4 interchange area that improve vehicle and bicycle travel through the interchange area (Draft EIR, page 3.14-39).

The design process shall start prior to the issuance of the 10th residential building permit for the project, and installation of the traffic signal interconnect system and restriping shall be completed prior to the issuance of the 422nd building permit unless the City of Antioch Engineer determines that design and installation delays are beyond the control of the project Applicant. If such a determination is made, the City would be required to refund any unused fees. This is reflected in MM TRANS-1b.

With signal timing adjustments to better serve projected traffic flows, intersection operations would improve to an acceptable level, reducing the impact to a less-than-significant level, as shown in Table 3.14-9 of Section 3.14 (Draft EIR, page 3.14-39).

Although the implementation of the above measures would reduce the impact to a less-than significant level, Caltrans controls the operations of the traffic signals at the Slatten Ranch Road at SR-4 Westbound Ramps and Hillcrest Avenue at SR-4 Eastbound Ramps intersection. Caltrans staff has indicated initial support for the striping changes and installation of traffic signal equipment to improve operations for all modes of travel through the interchange; however, the City cannot assure full implementation of this improvement and the impact would remain significant and unavoidable if Caltrans does not authorize and/or accept the improvements (Draft EIR, page 3.14-39).

The addition of proposed project-generated vehicle trips during the AM peak-hour would result in LOS F conditions for side-street movements and would result in peak-hour signal warrants being satisfied with the addition of full-buildout proposed project traffic in the existing condition. Based on the significance criteria, this is considered a significant impact (Draft EIR, page 3.14-40).

The project Applicant shall install a traffic signal at this intersection in conjunction with other planned improvements, including the construction of a southbound left-turn lane, as well as separate westbound left and right-turn lanes. Improvements shall be completed prior to the issuance of the 431st residential building permit. These improvements would result in overall acceptable service levels, reducing the proposed project impact to a less-than-significant level, as shown in Table 3.14-8, because the project Applicant would construct the improvements. The responsibility for improvements to this intersection are shared by the City of Antioch and the City of Brentwood. Therefore, a reimbursement agreement with the City of Brentwood for half the signal costs and the cost of all improvements on Balfour Road could be sought. Although the project Applicant would be required to make the improvement, the impact could remain significant and unavoidable if either the City of Brentwood or Contra Costa County do not approve/accept the improvements. This is reflected in MM TRANS-1c (Draft EIR, page 3.14-40).

To provide better insight into when each improvement needs to be implemented, Fehr & Peers considered the development of just Phase 1, as well as development of Phases 1 and 2 under Existing Plus Project Conditions. Existing Plus Project Conditions for Phase 1 and Phase 2 are presented on Exhibits 3.14-9 and 3.14-10. Results of the phasing analysis indicate that the addition of traffic from Phase 1 would worsen the operations of the Hillcrest Avenue/SR-4 Eastbound intersection, but would not result in any new deficiencies, even considering all project access from Deer Valley Road. As such, MM TRANS-1b would be required for Phase 1, but MM TRANS-1c would not be required (Draft EIR, page 3.14-40).

The addition of proposed project traffic through Phase 2 would result in an impact at the Deer Valley Road at Balfour Road intersection as the side street would degrade to LOS E and peak-hour signal warrants would be met. As such, MM TRANS-1c would be required for implementation of Phase 2 (Draft EIR, page 3.14-40).

Impact TRANS 2: The project could conflict with a program plan, ordinance or policy of the circulation system under Near-term traffic conditions (Draft EIR, page 3.14-42).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3); Draft EIR, pages 3.14-42–58).

Mitigation: Implement MM TRANS-1b, MM TRANS-1c and MM TRANS-2.

Facts in Support of Findings: As part of the proposed project, roadway improvements would be constructed to extend Sand Creek Road from Deer Valley Road to Dallas Ranch Road, and Deer Valley Road would be improved along the proposed project frontage to provide two travel lanes in each direction through the Sand Creek Road intersection, where it would taper to a two-lane cross-section. In the Near-term condition, the Hillcrest Avenue at SR-4 Eastbound Ramp and Lone Tree Way at SR-4 Eastbound Ramp would operate at deficient levels prior to the addition of proposed project traffic. All other project intersections would operate at acceptable service levels prior to the addition of proposed project traffic (Draft EIR, page 3.14-44). Peak-hour signal warrants would be met at the Balfour Road at Deer Valley Road intersection in the Near-term condition prior to the addition of proposed project traffic due to traffic growth from approved and pending projects. With the addition of proposed project traffic, operations of the two deficient intersections would further degrade, and operations of the side-street movement at the Deer Valley Road at Balfour Road intersection would degrade from acceptable to unacceptable. All other project intersections would operate at acceptable service levels with the addition of proposed project traffic (Draft EIR, page 3.14-45). Vehicle queues are expected to increase at project intersections as traffic volumes increase, which would further increase with the addition of proposed project traffic. Monitoring and adjusting traffic signal timings in response to actual traffic volumes to minimize the potential for vehicle queue spillback is recommended (Draft EIR, page 3.14-46).

The addition of near-term traffic would result in impacts at three intersections: Hillcrest Avenue at SR-4 Eastbound Ramps intersection operates at a deficient LOS F during the PM peak-hour prior to the addition of proposed project traffic in the Near-term condition. The addition of proposed project traffic would worsen operations and increase average delay by 12 seconds. Based on the significance criteria, this is considered a significant impact. This interchange has been built to its ultimate right-of-way and no additional physical improvements are planned. Poor operations at this intersection are primarily due to the close proximity of adjacent intersections that affect vehicle progression through the interchange area. As a result, adjusting the timing of the traffic signals would improve operations and allow increased travel through the interchange. These improvements are reflected in MM TRANS-1b (Draft EIR, page 3.14-46).

During the PM peak-hour in the Near-term condition, proposed project traffic represents 1.8 percent of the traffic flow, other near-term growth represents 5.9 percent of traffic flow, and existing traffic represents 92.3 percent of traffic flow. With signal timing adjustments to better serve projected traffic flows, intersection operations would improve to LOS D during the PM peak-hour, reducing the impact to a less-than-significant level, as shown in Table 3.14-13 (Draft EIR, page 3.14-47). Although the implementation of the above measures would reduce the impact to a less-than-significant level, Caltrans controls the operations of the traffic signals at the Slatten Ranch Road at SR-4 Westbound Ramps and Hillcrest Avenue at SR-4 Eastbound Ramps intersections. Although Caltrans staff has indicated initial support for the striping changes and installation of traffic signal equipment to improve operations for all modes

of travel through the interchange, the City cannot assure full implementation of this improvement and the impact would remain significant and unavoidable if Caltrans does not accept the improvements (Draft EIR, page 3.14-47).

The Lone Tree Way at SR-4 Eastbound Ramp intersection is projected to operate at a deficient LOS E in the PM peak-hour prior to the addition of proposed project traffic in the Near-term condition. The proposed project would increase traffic through this intersection, resulting in a significant impact. Improvements at this interchange are programmed in the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) regional fee program, although specific improvements or the timing of their installation have not yet been identified (Draft EIR, page 3.14-47). MM TRANS-2 requires the project Applicant to pay its fair share towards potential improvements at this intersection through participation in the ECCRFFA regional fee program. However, because specific improvements and their timing have not yet been established, the payment of fees cannot assure that the improvement would be implemented when the impact occurs; therefore, the impact would remain significant and unavoidable. Balfour Road at Deer Valley Road The addition of proposed project-generated vehicle trips during the AM peak-hour would result in LOS F conditions for the side-street movement; peak-hour signal warrants would be satisfied prior to the addition to proposed project traffic. Based on the significance criteria, this is considered a significant impact. MM TRANS-1b, discussed previously, would address this impact. Post mitigation LOS is shown in Table 3.14-13 (Draft EIR, page 3.14-47).

The addition of proposed project traffic through Phase 1 would worsen average delay at the already deficient intersections, and would result in deficient operations for the side-street movement at the Deer Valley Road at Balfour Road intersection. Peak-hour signal warrants would also be satisfied. As such, MM TRANS-1b would be required. With the addition of traffic through Phase 2, no additional deficiencies were identified and operations of the already deficient intersections would continue to worsen. MM TRANS-2 would be required to address the worsening operation at the Lone Tree/SR-4 Eastbound ramp intersection (Draft EIR, page 3.14-48).

Accordingly, impacts remain significant and unavoidable until the improvements are implemented (Draft EIR, page 3.14-48).

Impact TRANS 3: The project could conflict with a program plan, ordinance or policy of the circulation system under Cumulative Traffic Conditions (Draft EIR, page 3.14-47).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for

highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3)).

Mitigation: Implement MM TRANS-1b, MM TRANS-1c, MM TRANS-2, and MM TRANS-3a through MM TRANS-3f.

Facts in Support of Findings: As discussed in Section 3.14 of the EIR, the project could have potentially significant impacts (Draft EIR, pages 3.14-63 – 82). The Hillcrest Avenue at SR-4 Eastbound Ramps intersection operates at a deficient LOS F during both peak-hours prior to the addition of proposed project traffic in the Cumulative condition. The addition of proposed project traffic would worsen operations by 2 seconds in the AM peak-hour and 8 seconds in the evening peak-hour. Based on the significance criteria, any contribution to a cumulative impact would be deemed significant. Thus, the proposed project is considered to result in a cumulatively considerable contribution to a potentially significant cumulative impact (Draft EIR, page 3.14-71). As provided in MM TRANS-1b, the project Applicant shall fund the design and installation of ASCT or other traffic signal interconnect system approved by the City at the following intersections: Slatten Ranch Road at SR-4 Westbound Ramps, Slatten Ranch Road/Sunset Drive at Hillcrest Avenue, Hillcrest Avenue at SR-4 Eastbound Ramps, East Tregallas Road/Larkspur Drive at Hillcrest Avenue.

In conjunction with the signal timing adjustments, the project Applicant shall also work with the City and Caltrans to design and install potential restriping options within the Hillcrest Avenue at SR-4 interchange area that improve vehicle and bicycle travel through the interchange area. The design process shall start prior to the issuance of the 10th residential building permit for the proposed project and installation shall be completed prior to the issuance of the 422nd building permit unless the City of Antioch Engineer determines that design and installation delays are beyond the control of the project Applicant. With signal timing adjustments to better serve projected traffic flows, intersection operations would improve to better than the Without Project condition, as shown in Table 3.14-15. Although the implementation of the above measures would reduce the impact to a less-than significant level, Caltrans controls the operations of the traffic signals at the Slatten Ranch Road at SR-4 Westbound Ramps and Hillcrest Avenue at SR-4 Eastbound Ramps intersection. Although Caltrans staff has indicated initial support for the striping changes and installation of traffic signal equipment to improve operations for all modes of travel through the interchange, the City cannot assure full implementation of this improvement and the impact would remain significant and unavoidable if Caltrans does not accept the improvements (Draft EIR, page 3.14-72).

The Lone Tree Way at Davison Drive intersection is projected to operate at an acceptable LOS D in the AM peak-hour prior to the addition of proposed project traffic in the Cumulative condition. The addition of proposed project traffic would result in LOS E operations. Based on the significance criteria, any contribution to a cumulative impact would be deemed significant. Thus, the proposed project is considered to result in a

cumulatively considerable contribution to a potentially significant cumulative impact. To mitigate the impact, the westbound approach of Davison Drive should be restriped to convert the westbound through lane to a left-through shared lane. The median on the south leg of the intersection may need to be reconstructed to allow concurrent left-turn movements on the westbound approach. Implementation of this improvement in combination with retiming of the traffic signals along the corridor would result in overall acceptable service levels, reducing the project's cumulative impact to a less than significant level, as shown in Table 3.14-16. This recommendation is reflected in MM TRANS-3a (Draft EIR, page 3.14-72). The Deer Valley Road at Hillcrest Avenue/Davison Drive intersection is projected to operate at an unacceptable LOS E in the AM peak-hour and LOS F in the PM peak-hour prior to the addition of proposed project traffic in the Cumulative condition. The proposed project would add traffic and increase delay by 1 second in the AM peak-hour and 9 seconds in the PM peak-hour. Based on the significance criteria, any contribution to a cumulative impact would be deemed significant. Thus, the proposed project is considered to result in a cumulatively considerable contribution to a potentially significant cumulative impact. To mitigate this impact, ASCT or other traffic signal interconnect system approved by the City shall be implemented at Deer Valley Road at Hillcrest Avenue/Davison Drive and Hillcrest Avenue at Hillcrest Crossroads. This would create an adaptive signal control corridor between SR-4 and Deer Valley Road on Hillcrest Avenue. Implementation of this improvement in combination with retiming of the traffic signals along the corridor would result in better operations than the Cumulative without Project condition, when also implemented with MM TRANS-1b, reducing the proposed project cumulative impact to a less-than-significant level (Draft EIR, page 3.14-73).

The Lone Tree Way at SR-4 Eastbound Ramps intersection is projected to operate at a deficient LOS F in the AM and PM peak-hours prior to the addition of proposed project traffic in the Cumulative condition, and the proposed project would add traffic through the intersection, increasing delay by 1 second in the AM peak-hour and 1 second in the PM peak-hour. Based on the significance criteria, any contribution to a cumulative impact would be deemed significant. Thus, the proposed project is considered to result in a cumulatively considerable contribution to a potentially significant cumulative impact. This impact would occur with Phase 1 of the proposed project. Proposed project traffic comprises 1 percent of overall traffic growth through the interchange in the Cumulative condition (Draft EIR, page 3.14-73).

MM TRANS-2 requires the project Applicant to pay its fair share towards potential improvements at this intersection through participation in the ECCRFFA regional fee program. These improvements would improve intersections operations; however, they would not result in LOS D operations in the Cumulative condition (Draft EIR, page 3.14-74). Therefore, as payment of fees cannot assure that effective improvements would be implemented, the cumulative impact would remain significant and unavoidable (Draft EIR, page 3.14-74).

The Lone Tree Way at SR-4 Westbound Ramps/Jeffery Way intersection is projected to operate at a deficient LOS F in the AM and PM peak-hours prior to the addition of

proposed project traffic in the Cumulative condition, and the proposed project would add traffic through the intersection and increase delay by 1 second in the AM peak-hour and 1 second in the PM peak-hour (Draft EIR, page 3.14-74). Based on the significance criteria, any contribution to a cumulative impact would be deemed significant. Thus, the proposed project is considered to result in a cumulatively considerable contribution to a potentially significant cumulative impact. This impact would occur with Phase 1 of the proposed project (Draft EIR, page 3.14-74). MM TRANS-3c requires the project Applicant to restripe the westbound approach to provide a second westbound left-turn lane by the time the 431st residential building permit is issued. This improvement is under construction by others and would only be required if not already in place by the time the 431st residential building permit is issued (Draft EIR, page 3.14-74). This improvement would result in acceptable operations during the PM peak-hour and decrease the delay in the AM peak-hour to the same as under the Without Project condition. However, because the improvement cannot achieve acceptable operations during the AM peak-hour and because the City of Antioch cannot assure its implementation because the intersection is located in the City of Brentwood, the impact would remain significant and unavoidable (Draft EIR, page 3.14-74).

The Sand Creek Road at SR-4 Eastbound Ramps intersection is projected to operate at a deficient LOS F in the PM peak-hour prior to the addition of proposed project traffic in the Cumulative condition, and the proposed project would add traffic through the intersection, increasing average delay by 9 seconds during the AM peak-hour and 17 seconds during the PM peak-hour (raft DEIR, page 3.14-74). Based on the significance criteria, any contribution to a cumulative impact would be deemed significant. Thus, the proposed project is considered to result in a cumulatively considerable contribution to a potentially significant cumulative impact (Draft EIR, page 3.14-74). MM TRANS-2 requires the project Applicant to pay its proportionate share of the improvements that would improve operations through participation in the ECCRFFA regional fee program. However, at the time of Draft EIR release, the fee program does not necessarily cover the actual cost of the necessary improvements and, therefore, the residual significance of this impact is significant and unavoidable (Draft EIR, page 3.14-75.)

The Sand Creek Road at SR-4 Westbound Ramps intersection is projected to operate at a deficient LOS E in the AM peak-hour prior to the addition of proposed project traffic in the Cumulative condition, and the proposed project would increase delay by 6 seconds during the AM peak-hour. Based on the significance criteria, any contribution to a cumulative impact would be deemed significant. Thus, the proposed project is considered to result in a cumulatively considerable contribution to a potentially significant cumulative impact (Draft EIR, page 3.14-75.) To mitigate the impact, the westbound approach of Sand Creek Road shall be modified to provide two through lanes and two right-turn only lanes (Draft EIR, page 3.14-75.) This improvement is not included in the regional fee program and, therefore, no mechanism currently exists to allow the project Applicant to contribute to this improvement. MM TRANS-3d requires the project Applicant to contribute its proportionate share to this improvement provided that it is included in an adopted fee program. Until that occurs, the City of Antioch

cannot assure that this proposed project would be implemented, and the impact would remain significant and unavoidable (Draft EIR, page 3.14-75.)

The addition of proposed project-generated vehicle trips during both the AM and PM peak-hours would worsen deficient conditions. Peak-hour signal warrants are also met prior to the addition of proposed project traffic in the Cumulative condition. Based on the significance criteria, this is considered a significant impact. The implementation of MM TRANS-1c, which requires the installation of a traffic signal and implementation of lane improvements, would result in overall acceptable service levels, reducing the proposed project's impact to a less than cumulatively considerable level, as shown in Table 3.14-16 (Draft EIR, page 3.14-75.)

The Balfour Road at SR-4 Eastbound Ramps intersection is projected to operate at a deficient LOS E in the PM peak-hour prior to the addition of proposed project traffic in the Cumulative condition, and the proposed project would add 2 seconds of delay at the intersection. Based on the significance criteria, any contribution to a cumulative impact would be deemed significant. Thus, the project is considered to result in a cumulatively considerable contribution to a potentially significant cumulative impact. MM TRANS-2 requires the project Applicant to pay its proportionate share of improvements that would improve operations. Restriping the southbound approach to provide two left turn lanes and one right-turn only lane would result in overall acceptable service levels (Draft EIR, Table 3.14-15). Inclusion of this improvement or one of similar is proposed to be added to the ECCRFFA Fee Program, and the project Applicant is coordinating with Contra Costa Transportation Authority (CCTA) to review and confirm details and timing for this modification to the fee program (Draft EIR, page 3.14-75.) Even though improvements at this interchange may be included in the regional fee program, they have not yet been included. Thus, the City of Antioch cannot assure that the improvement would be implemented and the cumulative impact would remain significant and unavoidable (Draft EIR, page 3.14-76).

In the Cumulative condition, project impacts were identified at eleven intersections with project buildout; for all but two locations, the impact in the Cumulative condition would occur with the Phase 1 project (Draft EIR, page 3.14-81). Moreover, the addition of Phase 1 proposed project traffic in the Cumulative condition would result in deficient operations of the Prewett Ranch Drive at Deer Valley Road. Construction of the Sand Creek Road extension to Dallas Ranch Road would shift traffic from Prewett Drive, resulting in better operations under project buildout conditions than the no project condition. Nevertheless, the other impacts would remain significant and require mitigation. As such, MMs TRANS-1b, TRANS-1c, TRANS-3b, and TRANS-3c would be required for Phase 1. In addition to the previously identified impacts, Phase 1 would result in one additional impact at Prewett Ranch Drive/Deer Valley Road, and Phase 2 would result in one additional impact at Lone Tree Way/Deer Valley Road (Draft EIR, page 3.14-81).

The Prewett Ranch Drive/Deer Valley Road intersection is projected to operate at LOS E prior to the addition of proposed project traffic during the AM peak-hour in the

Cumulative condition. The addition of proposed project traffic through Phase 1 would worsen LOS E operations and increase traffic. Based on the significance criteria, any contribution to a cumulative impact would be deemed significant. Thus, the proposed project is considered to result in a cumulatively considerable contribution to a potentially significant cumulative impact (Draft EIR, page 3.14-81). This intersection has been built to its ultimate configurations and no reconfigurations within the existing intersection cross-section that would result in acceptable operations were identified. MM TRANS-3f requires that if not already completed by others, the project Applicant shall construct Sand Creek Road from the Kaiser Permanente Antioch Medical Center entrance roadway to the western boundary of the Dozier Libbey High School prior to the issuance of the 421st residential building permit for the proposed project as a two-lane roadway (one lane in each direction) along the ultimate alignment, connecting to the portion of Sand Creek Road at Dozier Libbey High School to the segment constructed by others. Construction of that portion of Sand Creek Road would shift existing and future traffic and provide other travel routes for proposed project traffic (Draft EIR, page 3.14-81).

Construction of the improvements would result in acceptable intersection operations through project buildout reducing the proposed project's cumulative impact to a less than cumulatively considerable level (DEIR, page 3.14-82). Additionally, it would reduce the level of vehicle traffic on Prewett Ranch Road. Construction of the Sand Creek Road extension would reduce the proposed project's cumulative impact to a less-than-significant level (Draft EIR, page 3.14-82).

The Lone Tree Way/Deer Valley Road intersection is projected to operate at LOS D prior to the addition of proposed project traffic during the PM peak-hour. The addition of proposed project traffic through Phase 2 would result in LOS E operations. Based on the significance criteria, this is considered a significant cumulative impact (Draft EIR, page 3.14-82). This intersection has been built to its ultimate configurations and no reconfigurations within the existing intersection cross-section that would result in acceptable operations were identified. MM TRANS-3e requires the project Applicant to construct the Sand Creek Road extension from Deer Valley Road to Dallas Ranch Road as a four-lane roadway prior to the issuance of the 622nd residential building permit. The construction of this four lane extension of Sand Creek Road between Deer Valley Road and Dallas Ranch Road would shift sufficient proposed project traffic from the intersection of Lone Tree Way at Deer Valley Road to Lone Tree Way at Dallas Ranch Road, to improve the operations of this intersection to an acceptable level through project buildout, reducing the project's significant cumulative impact to a less-than-significant cumulative impact (Draft EIR, page 3.14-82).

Impact TRANS 4: The project would conflict with a program plan, ordinance or policy of the circulation system (Draft EIR, page 3.14-84).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain

significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3)).

Mitigation: Implement MM TRANS-2.

Facts in Support of Findings: As discussed in Section 3.14, in the Near-term condition, the segment of SR-4 south of Balfour Road would experience increased congestion with a delay index greater than 2.5 in the southbound direction during the AM peak-hour and in the northbound direction during the PM peak-hour (Draft EIR, pages 3.14-84 - 90). The proposed project would worsen operations on this segment resulting in a potentially significant cumulative impact. Additionally, the proposed project would contribute to worsening levels of congestion on other freeway segments, including SR-4 further west of the project area (between Loveridge Road and Morello Avenue) by adding traffic to freeway segments where the CCTA has documented delay indices higher than 2.5 (Draft EIR, page 3.14-90). Based on the significance criteria, any contribution to a cumulative impact would be deemed significant. Thus, the proposed project is considered to result in a cumulatively considerable contribution to a potentially significant cumulative impact (Draft EIR, page 3.14-90). The CCTA plans to widen SR-4 between Marsh Creek Road and Balfour Road to provide two additional travel lanes (for a total of four—two in each direction). Participation in the ECCRFFA program would constitute a fair-share payment towards this planned improvement and would reduce this impact to a less-than-significant level. No additional capacity enhancing projects are planned on SR-4 from in the vicinity of the Lone Tree Way/A Street to the west. The CCTA has developed the SR-4 Integrated Corridor Management (ICM) Plan that includes strategies such as adaptive ramp metering, incident management, traffic and transit information systems, traffic arterial and transit information systems, connected vehicle technologies, and integration with the Interstate 80 (I-80) corridor ICM to better manage traffic flows along the corridor. Although MM TRANS-2 provides that the project Applicant would pay its fair share towards regional transportation improvements through the participation in the ECCRFFA program, the ICM improvement is not part of the fee program and full funding for that improvement has not been identified (Draft EIR, page 3.14-90). Additionally, as the widening of SR-4 between Marsh Creek Road and Balfour Road cannot be assured through the payment of fees, and the effectiveness of the ICM project is uncertain, the proposed project impact to the regional freeway system would remain significant and unavoidable (Draft EIR, page 3.14-90).

Impact TRANS 5: The project would be inconsistent with CEQA Guidelines Section 15064.3 subdivision (b) (Draft EIR, page 3.14-91).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA

Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3); Draft EIR, pages 3.14-9193).

Mitigation: MM TRANS-1 through MM TRANS-8.

Facts in Support of Findings: Results of the vehicle miles traveled (VMT) analysis indicate that the proposed project would contribute to an increase in VMT on a per-capita basis as the proposed project adds a housing development that would require residents to travel longer-than-average distances to meet their daily needs. While various project components (i.e., the pedestrian and bicycle facilities, neighborhood commercial uses) and mitigation measures (i.e., intersection signalization, etc.) would reduce some potential VMT impacts, there is no way to guarantee a reduction in estimated vehicle trips. Accordingly, the VMT impacts cannot be reduced to a less than significant level (Draft EIR, page 3.14-93).

Cumulative Impact - Transportation: The project would be inconsistent with CEQA Guidelines Section 15064.3 subdivision (b) (Draft EIR, page 3.14-102).

Findings: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the EIR (State CEQA Guidelines § 15091(a)(1)). However, impacts would still remain significant and unavoidable even with mitigation incorporated. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the EIR (State CEQA Guidelines § 15091(a)(3); Draft EIR, pages 3.14-91 – 93).

Mitigation: Implement MM TRANS-1a, MM TRANS-1b, MM TRANS-1c, MM TRANS-2, MM TRANS-3a, MM TRANS3b, MM TRANS-3c, MM TRANS-3d, MM TRANS-3e, MM TRANS-3f, MM TRANS-7, MM TRANS-8a, MM TRANS-8b, MM TRANS-8c.

Facts in Support of Findings: As discussed above, the evaluation of transportation impacts is inherently cumulative, as it considers the impacts of the project in combination with past, present, and future projects (Draft EIR, page 3.14-102). Accordingly, as discussed in Impacts TRANS-1 and TRANS-2, impacts are significant and unavoidable unless and until the improvements are accepted. As discussed in Impacts TRANS 3, TRANS-4, and TRANS-5, impacts are significant and unavoidable

even with implementation of all available mitigation. All other impacts are less than significant or can be mitigated to below a level of significance as discussed in detail in Section 3.14 of the Draft EIR.

SECTION 11: FINDINGS REGARDING ALTERNATIVES

11.1 – Introduction

The project will cause significant and avoidable impacts to aesthetics and visual resources, air quality, greenhouse gases, and transportation and circulation. Thus, the City must consider the feasibility of any environmentally superior alternatives to the project, as proposed. The City must evaluate whether one or more of these alternatives could substantially lessen or avoid these significant and unavoidable impacts. Where a significant impact can be avoided or substantially lessened (i.e., mitigated to an “acceptable level”) solely by the adoption of mitigation measures, the lead agency has no obligation to consider the feasibility of alternatives with respect to that impact, even if the alternative would mitigate the impact to a greater degree than the project.

If any alternatives are environmentally superior with respect to the significant unavoidable impacts of the project, then the City Council is to determine whether the alternatives are feasible and meet most of the project objectives. The City Council may reject an alternative if it determines that an alternative is either infeasible, not environmentally superior with respect to the unavoidable significant impacts of the project, or fails to attain the basic project objectives. The City Council may then approve the proposed project as mitigated, after adopting a statement of overriding considerations.

The City Council has used the Project Objectives identified in Section 2.2, above, as the basis for comparing project alternatives and determining the extent that the objectives would be achieved relative to the project.

In accordance with CEQA Guidelines Section 15126.6, the EIR contained a comparative impact assessment of alternatives to the project. The primary purpose of this analysis is to provide decision makers and interested agencies, organizations and individuals with information about a reasonable range of potentially feasible project alternatives, which could avoid or reduce any of the project’s significant adverse environmental effects. Important considerations for the alternatives analyses are noted below:

- An EIR need not consider every conceivable alternative to a project;
- An EIR should identify alternatives that were considered by the lead agency, but rejected as infeasible during the scoping process;
- Reasons for rejecting an alternative include:
 - Failure to meet most of the basic project objectives identified in Section 2.2 of the EIR;
 - Infeasibility; and
 - Inability to avoid significant environmental effects.

The section provides a summary and discussion of the feasibility of the following four alternatives evaluated in the Draft EIR:

- Alternative 1: No Project/ No Build
- Alternative 2: Reduced Density
- Alternative 3: Reduced Footprint
- Alternative 4: Reduced Traffic

The impacts of each of these Alternatives are compared in Table 6-5 of the Draft EIR. The City Council finds that a good faith effort was made to evaluate all reasonable alternatives to the project that could feasibly obtain the basic objectives of the project, even when the alternatives might impede the attainment of the project objectives or might be more costly. The City council also finds that all reasonable alternatives were reviewed, analyzed, and discussed in the review process of the Draft EIR and the ultimate decision on the project.

Alternatives Considered but Rejected from Analysis

The City considered, but rejected two alternatives, including an Off-Site Alternative and All Age-Restricted Alternative. The Off-site Alternative was considered but rejected because the project Applicant owns the project site and purchased the site for development in accordance with the City's existing General Plan (barring minor amendments). Further, an Off-site Alternative was infeasible as there is little to no developable land available within the City's Urban Limit Line that would allow for the buildout of the proposed project.

The All Age-Restricted Alternative, which considered a development of entirely age-restricted single-family housing without any commercial, was considered and rejected on the grounds that it would not meet the project objectives of building out a variety of housing types and densities, while also reducing small traffic trips alleviated with including a Village Commercial Center.

11.2 – Alternative 1: No Project/No Build Alternative

Description: Under the No Project, No Build Alternative, construction of the proposed 1,177-unit master-planned community would not occur. The project site would remain in its primarily undeveloped state, and the existing single-family residence, barns, and outbuildings related to the cattle grazing operation would remain on-site. This alternative would avoid impacts caused by construction and operation of the project, and no mitigation is required. However, because development of the project would not occur, Alternative 1 would not meet any of the objectives of the proposed project (Draft EIR, page 6-4 through 6-8).

Findings: Pursuant to the Public Resources Code section 21081(a)(3) and CEQA Guidelines section 15091(a)(3), the City Council finds that the No project/No Build Alternative is the environmentally superior alternative because implementation of this alternative would not result in any significant and unavoidable impacts. However, CEQA

Guidelines section 15126.6(e)(2) states that if the environmentally superior alternative is the “No project” alternative, the EIR must also identify an environmentally superior alternative among the other alternatives; here, that would be the Reduced Footprint Alternative, as discussed below. Nevertheless, the City Council rejects the No Project/No Build Alternative because this alternative fails to meet any of the project objectives, including providing needed housing in an area of the City planned for development, serving a range of family incomes and household types, providing more publicly assessable parks or trails, permanently preserving and protecting on-site open space, and facilitating visitor access to natural and historical experiences both on-and off-site in the East Bay Regional Parks system. Accordingly, pursuant to Public Resources Code Section 21081(a)(3) and CEQA Guidelines Section 15091(a)(3) the City finds that because this alternative would not fulfill the project objectives to the same extent to which the proposed project would, this alternative infeasible and the No Project/No Build Alternative is eliminated from further consideration.

11.3 – Alternative 2: Reduced Density Alternative

Description: Under the Reduced Density Alternatives, 900 dwelling units consisting of a maximum total of 478 single-family dwelling units and 422 AR units would be constructed on approximately 253.5 acres of the 551.50-acre site. This alternative would include the 5-acre Village Center, as well as the fire station, but would reduce the park acreage by half (from 20 acres) to 10 acres total. The total amount of open space would be approximately 239 acres. (Draft EIR, pages 6-8 through 6-14.)

Findings: The City rejects Alternative 2 on the grounds that it fails to meet a number of the project objectives. Specifically, Alternative 2 would not provide housing opportunities as responsive to the needs of Antioch, or the region and market conditions, or serve a range of family incomes and household types. Further, given it would allow construction of only 900 units, it would not provide an adequate tax base to fund basic infrastructure and police or fire services. Finally, it would only allow for half of the necessary park acres (10 acres instead of 20) for the project to meet on site Quimby Act requirements. Accordingly, pursuant to Public Resources Code Section 21081(a)(3) and CEQA Guidelines Section 15091(a)(3), the City finds that because this alternative would not fulfill the project objectives to the extent to which the project would, this alternative infeasible and the No Project, No Build Alternative is eliminated from further consideration.

11.4 – Alternative 3: Reduced Footprint Alternative

Description: Alternative 3, the Reduced Footprint Alternative, would allow a total of 1,177 units consisting of 543 high-density and 212 medium-density single-family dwelling units and 422 AR units, along with a commercial center, fire station, and parks on land north of Sand Creek only. All bridges across the creek would be eliminated, as would the trail staging area, trails, and the detention basin south of the creek. All low-density housing would similarly be eliminated (Exhibit 6-2). This alternative would replace all of the 543 low-density residential dwelling units with high-density dwelling

units and increase the overall density of the site from 4.6 dwelling units per acre to 8.8 units per acre in order to obtain the full number of units (Draft EIR, page 6-14 through 6-20).

Findings: The City rejects the Reduced Footprint Alternative on the grounds that it would only meet some of the project objectives, while eliminating key components of the project such as the trail staging area and facilitating public access to natural and historical experiences both on-and off-site in the East Bay Regional Parks system. Additionally, this alternative would eliminate all low-density executive housing options, thereby eliminating the project's ability to provide a full range of housing options as the project objectives require. Finally, while this alternative would reduce biological and cultural impacts because of its reduced footprint, it would not reduce any of the project's significant and unavoidable impacts related to aesthetics, air quality, greenhouse gases, or transportation because it would simply cluster development on the northern side of Sand Creek. Accordingly, pursuant to Public Resources Code Section 21081(a)(3) and CEQA Guidelines Section 15091(a)(3) the City finds that because this alternative would not reduce the project's significant and unavoidable impacts and would not fulfill the project objectives to the extent to which the project would, this alternative is infeasible and the Reduced Footprint Alternative is eliminated from further consideration.

11.5 – Alternative 4: Reduced Traffic Alternative

Description: Alternative 4, the Reduced Traffic Alternative, 1,177 residential dwelling units would be constructed on 253.50 acres of the 551.50-acre site. This alternative would reduce the proposed low-density residential units from 543 to 218 and increase the proposed AR units from 422 to 747. The overall density of the site would remain 4.6 dwelling units per acre. The total amount of open space, parks, landscaping, the Village Center, and fire station site would remain the same as the proposed project (Draft EIR, page 6-20 through 6-24).

Findings: The City rejects the Reduced Traffic Alternative on the grounds that this alternative would not reduce the significant and unavoidable impacts to aesthetics, air quality, greenhouse gases or traffic. Accordingly, pursuant to Public Resources Code Section 21081(a)(3) and CEQA Guidelines Section 15091(a)(3), the City finds that while this alternative would reduce peak hour traffic trips, it would not avoid the project's significant and unavoidable impacts to transportation overall, and further, it would not reduce significant impacts related to aesthetics, light and glare, air quality, greenhouse gases, or fulfill the project objectives to the extent to which the project would, and thus, this alternative is infeasible and the Reduced Footprint Alternative is eliminated from further consideration.

11.6 – Environmentally Superior Alternative

Section 15126.6(e)(2) of the State CEQA Guidelines requires that an analysis of alternatives to a proposed project shall identify an environmentally superior alternative among the alternatives evaluated in an EIR.

With the exception of the No Project/No Build Alternative, all alternatives would result in similar impacts to the project, including significant and unavoidable impacts (as described further in the EIR). If the No Project is the environmentally superior alternative—which is the case here as it avoids all project impacts, but fails to satisfy any of the project objectives—the EIR must also identify another environmentally superior alternative among the remaining alternatives. Overall, based on these Findings, the Reduced Footprint Alternative would be considered the environmentally superior alternative, as it would reduce impacts related to biological and cultural resources compared to the project. Nevertheless, as discussed in Section 11.4, above, the Reduced Footprint Alternative would not reduce significant and unavoidable impacts to aesthetics, air quality, greenhouse gases, or transportation as it would cluster development to north of Sand Creek. Furthermore, the alternative would not implement a number of key project objectives and is therefore, infeasible.

SECTION 12: OTHER CEQA IMPACTS AND CONSIDERATIONS

12.1 – Findings Regarding Cumulative Impacts

Pursuant to CEQA Guidelines section 15130, sub. (b), a “discussion of cumulative impacts shall reflect the severity of the impacts and their likelihood of occurrence, but the discussion need not provide as great a detail as is provided for the effects attributable to the project alone. The Draft EIR analyzed the cumulative effects of the project and other alternatives to determine a) whether the overall long-term impacts of the project combined with all other past, present, and reasonably foreseeable future projects would be cumulatively significant, and b) to ascertain whether the project itself would result in cumulatively considerable impacts. The Draft EIR for the project includes an analysis of cumulative impacts in each topical section. As discussed in Section 1.7, above, based on all the information before it, the City finds that the project would result in a “cumulatively considerable” contribution to cumulative impacts with regards to Visual Character and Views, Criteria Pollutants, Toxic Air Contaminants and Transportation impacts. The remaining environmental issues areas would not result in a “cumulatively considerable” contribution to cumulative impacts

12.2 – Findings Regarding Growth Inducement

CEQA Guidelines Section 15126.2(e) requires a discussion of the ways in which a proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Typical growth-inducing factors might be the extension of urban services or transportation

infrastructure to a previously unserved or underserved area, or the removal of major barriers to development.

Implementation of the proposed project would directly induce growth within the city of Antioch, but not in a manner that is beyond Citywide land use densities/intensities envisioned in the City of Antioch General Plan. The project is well within the City's Urban Limit Line (ULL), and the existing General Plan actually proposes more density than the project does. The California Department of Finance (CDF) estimated that the population in the City of Antioch as of January 1, 2019 is approximately 113,901. The City of Antioch General Plan Housing Element states that the Association of Bay Area Governments (ABAG) estimates that the City's population would increase by 2,299 persons to 116,200 by the year 2030. The proposed project would develop 1,177 units and would result in an estimated increase of 3,931 persons. This would represent an approximate 3 percent increase in overall population, which is considered to be a negligible increase, fully consistent with the CDF estimates (Draft EIR, page 5-2).

In addition, the project would result in direct growth from the recreational, ancillary, and village center uses, which includes retail, commercial, and office space. The project would add an estimated 108 jobs, and infrastructure services would be expanded to serve the project without significant excess capacity. Therefore, the project would create minimal direct growth and would not significantly or adversely affect the job/housing balance. Furthermore, the project would connect to existing water, wastewater, electricity, natural gas, and telecommunications facilities. The project is consistent with the surrounding residential, open space, and mixed medical facility uses, and therefore would not trigger growth beyond what is contemplated by the City of Antioch General Plan. Because the proposed project would not result in indirect growth, negatively alter the existing jobs/housing balance, or be inconsistent with the City of Antioch General Plan, the growth-inducing impact would be less than significant (Draft EIR, page 5-2 through 5-3).

12.3 – Findings Regarding Significant Irreversible Environmental Changes

According to Sections 15126(c) and 15126.2(d) of the State CEQA Guidelines, the Lead Agency must address any significant irreversible environmental changes that would occur should the project be implemented. Generally, a project would result in significant irreversible environmental changes if any of the following would occur:

- The project would involve a large commitment of non-renewable resources;
- The primary and secondary impacts of the project would generally commit future generations to similar uses;
- The project involves uses in which irreversible damage could result from any potential environmental accidents; or
- The proposed consumption of resources are not justified.

The most notable significant irreversible impacts are the intensification of the visual character of the project site (see Section 3.1 of the Draft EIR, Aesthetics and Visual

Quality), the increase generation of pollutants from vehicle travel and stationary operations (See Section 3.3 of the Draft EIR, Air Quality) and greenhouse gases (See Section 3.7 of the Draft EIR, Greenhouse Gas Emissions and Energy).

Construction of the project would include the use of building materials such as petroleum-based products and metals that cannot reasonably be recreated. Construction also would involve significant consumption of energy, usually petroleum-based fuels that deplete supplies of nonrenewable resources. Construction of structures and infrastructure would consume energy and water; however, because of its temporary and one-time nature, construction under the proposed project would not represent a significant irreversible use of resources (Draft EIR, page 5-3).

Once construction is complete, the land uses associated with the proposed project would use nonrenewable fuels to heat and light structures and consume water. The new residential and recreational uses would be required to be built to and adhere to the latest adopted edition of the California Green Building Standards Code, which includes a number of standards that would reduce energy demand, water consumption, wastewater generation, and solid waste generation that would collectively reduce the demand for resources. This would result in the emission and generation of less pollution and effluent and lessen the severity of corresponding environmental effects. Thus, although the proposed project would result in an irretrievable commitment of non-renewable resources, energy for heat and light and water for irrigation and plumbing would not be consumed inefficiently, unnecessarily, or wastefully (Draft EIR, page 5-4).

Furthermore, the proposed residential uses do not have the potential to cause significant environmental accidents through releases into the environment, as they would not involve large quantities of hazardous materials (see Section 3.8, Hazards, Hazardous Materials, and Wildfire). According to the California Department of Forestry and Fire Protection (CAL FIRE), the project site is not located in a Very High Fire Hazard Severity Zone, and the closest designated "High" fire hazard zone is located more than 7 miles southeast of the project site. Additionally, because the proposed project is not within a Very High Fire Hazard Severity Zone, the project site would not be overly prone to wildfire risk. Notwithstanding, as discussed in Section 3.13, Public Services and Recreation, the project includes a fire station site, which is expected to house a new fire station to serve the southern Antioch area. The project Applicant has also agreed to enter into a Memorandum of Understanding with the Contra Costa County Fire Department to detail the dedication of the fire station site and the funding of the new station. Thus, the proposed project would not result in a significant impact related to the need for new or altered fire protection facilities. Thus, implementation of the project's proposed residential and recreational uses do not have the potential to result in significant environmental accidents related to wildfire hazards with mitigation incorporated, (see Section 3.8, Hazards, Hazardous Materials, and Wildfire) and would not result in significant irreversible environmental changes (Draft EIR, page 5-4).

SECTION 13: STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires that a Lead Agency balance the benefits of a project against its unavoidable environmental risk in determining whether to approve the project. If the benefits outweigh the unavoidable adverse effects, those effects may be considered “acceptable” pursuant to CEQA Guidelines Section 15093(a). CEQA requires that a Lead Agency support, in writing, the specific reasons for considering a project acceptable when significant impacts are infeasible to mitigate. Those reasons must be based on substantial evidence in the Environmental Impact Report (EIR) or elsewhere in the administrative record pursuant to CEQA Guidelines Section 15093(b). The Lead Agency’s written reasons are referred to as a Statement of Overriding Considerations.

Notwithstanding the significant and unavoidable environmental impacts of the proposed project, the City Council has determined that pursuant to Section 15093 of the State of California CEQA Guidelines, the benefits of the project outweigh its adverse impacts and that the project is in the best interests of the City and should be approved. The City Council specifically finds and makes this statement of overriding considerations that there are many social, economic and other reasons for approving this project. The specific social, economic and other benefits related to The Ranch Project which override the unavoidable environmental impacts associated with it, are as follows. Each of the following benefits are in and of themselves sufficient to support the City’s determination that the project should be approved. A finding that any one or combination of these benefits is not supported by the evidence shall not affect the adequacy of the other benefits or the City’s approval of the project.

- The project would be fully consistent with the West Sand Creek Initiative and implement the General Plan and Zoning Amendments for the project site desired by the City Council and citizens of Antioch.
- The project would implement the General Plan and land use vision to provide a mix of complementary uses, including new residential, commercial, recreational, and business activities and services to support a well-planned community.
- The project would preserve and protect the hills and hillsides as permanent open space, provide 22.50 acres of public parks and landscaped areas, dedicate 229.50 acres of public open space, and permanently preserve and protect an open space corridor along the Sand Creek as a buffer area for sensitive species and habitats ranging from between 250 to over 1,000 feet in width, consistent with the East Contra Costa County Habitat Conservation Plan.
- The project would provide 6.0 miles of publicly-accessible multiuse trails with multiple vista points, as well as a 1.5 acre publicly-accessible trail head and staging area for hiking access to Black Diamond Mines Regional Preserve.
- The project would provide offsite open space to protect and compensate for any loss of special-status or endangered animal or plant species.
- The project would further the City’s housing goals by providing a mix of high-quality residential opportunities, homes for first-time buyers, gated executive neighborhoods, one of Antioch’s first large-scale community for residents 55 years or older – all at varying price points – thereby increasing housing options for all

members of the community within the area. The Limited Development Area would provide opportunities for low-density rural residential housing while preserving agriculture, grasslands, and open space in the Restricted Development Area.

- The project would enhance emergency response capabilities for the City of Antioch with the dedication of 2.0 acres of land for the construction and operation of a future fire station.
- Consistent with the Circulation Element of the City of Antioch General Plan, the project would provide the long-planned extension of Dallas Ranch Road through the project site to Deer Valley Road, which will allow better and more fluid access for the whole community to the Kaiser Medical Center on Deer Valley Road, across from the project site.
- The project would amend the City's Land Use element to protect hillside viewsheds, bolster setbacks and protections of Sand Creek, and expand open space areas west of Deer Valley Road.
- The project would improve existing conditions by creating expanded storm drain capacity along Dallas Ranch Road to convey stormwater that currently sheet flows across the sites, as well bioretention basins capable of holding runoff storm events.
- The project would provide a positive contribution to the maintenance and expansion of the City's economic base by increasing the City's business license taxes, utility user taxes, property taxes, and sales taxes with its 1,177 units and 5-acre commercial site.
- The project would benefit the local economy by providing jobs for the local labor force and encouraging the investment of resources in local projects pursuant to its Project Labor Agreement.
- The project applicant will pay an economic development fee to the City's Economic Development Fund of \$2,500,000.

SECTION 14: INCORPORATION BY REFERENCE

In accordance with State CEQA Guidelines section 15150, the Draft EIR and the Final EIR are hereby incorporated into these Findings in their entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigation measures, the basis for determining the significance of impacts, the comparative analysis of alternatives, and the rationale for approving the project.

SECTION 15: RECIRCULATION NOT REQUIRED

CEQA Guidelines Section 15088.5 requires that a lead agency recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of a Draft EIR, but before certification. Such new information includes:

1. A new significant environmental impact that would result from the project (or any alternative) or from a new mitigation measure proposed to be implemented.

2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
3. A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project (or an alternative), but the project's proponents decline to adopt it.
4. The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Having reviewed all the information in the record, the City finds as follows. No new or substantial changes to the Draft EIR were proposed as a result of the public comment process. The Final EIR responds to comments and makes only minor technical changes, clarifications or additions to the Draft EIR. The minor changes, clarifications, or additions to the Draft EIR do not identify any new significant impacts or substantial increase in the severity of any environmental impacts, and do not include any new mitigation measures that would have a potentially significant impact. Therefore, the City finds that recirculation of the EIR is not required.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Environmental Impact Report for The Ranch Project is hereby certified pursuant to the California Environmental Quality Act, and all feasible mitigation measures for the The Ranch Project identified in the Environmental Impact Report and accompanying studies are hereby incorporated into this approval.

* * * * *

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 28th day of July, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A
MITIGATION MONITORING AND REPORTING PLAN

**Mitigation Monitoring and Reporting Program
for
The Ranch Project
Environmental Impact Report
City of Antioch, Contra Costa County, California**

Prepared for:
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Angela Wolfe, Project Manager

Report Date: July 17, 2020

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PREFACE

Pursuant to Public Resources Code Section 21081.6, the City of Antioch (lead agency) hereby finds that the mitigation measures set forth in the Mitigation Monitoring and Reporting Program (MMRP) will reduce or avoid the potentially significant and significant impacts of the project to the extent feasible for the reasons described in the Environmental Impact Report (EIR). The lead agency intends for each of the mitigation measures to be adopted as recommended in the Final EIR. In the event of any inconsistencies between the mitigation measures set forth in the EIR and the MMRP, the MMRP shall control. The Draft EIR prepared for The Ranch Project concluded that project implementation could result in potentially significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval that reduce these impacts to a less than significant level.

This MMRP documents how and when the mitigation measures adopted by the lead agency will be implemented and confirms that potential environmental impacts are reduced to less than significant levels as identified in the EIR. This document does not discuss those subjects that the environmental analysis demonstrates would result in less than significant impacts and for which no mitigation was proposed or necessary.

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Table 1: The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures		Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
					Date	Initial
3.3	Air Quality					
MM AIR-2a: Implement BAAQMD Best Management Practices During Construction The following Best Management Practices (BMPs), as recommended by the Bay Area Air Quality Management District (BAAQMD), shall be included in the design of the proposed project and implemented during construction: <ul style="list-style-type: none"> • All active construction areas shall be watered at least two times per day. • All exposed non-paved surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and access roads) shall be watered at least three times per day and/or non-toxic soil stabilizers shall be applied to exposed non-paved surfaces. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered and/or shall maintain at least 2 feet of freeboard. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 miles per hour. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage regarding idling restrictions shall be provided for construction workers at all access points. 		Include in project construction documents; City of Antioch, Building Inspection Services Division shall inspect the worksite regularly to ensure the construction mitigation measures are implemented.	Prior to issuance of building permit and during construction.	City of Antioch Building Inspection Services Division		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<ul style="list-style-type: none"> All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. The prime construction contractor shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The City of Antioch and the construction contractor shall take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations. 					
<p>MM AIR-2b: The following measure shall be applied during construction of the proposed project to facilitate the use of reactive organic gases (ROG) landscaping equipment during project operations:</p> <ul style="list-style-type: none"> Prior to issuance of building permits, the project Applicant shall prepare and submit building plans to the City of Antioch that demonstrate that all buildings meet or exceed building code standards. This measure would reduce ROG emissions by ensuring that proposed buildings include exterior outlets to facilitate the use of electric landscaping equipment. <p>Additionally, the following measures shall be applied during both construction and operation of the proposed project to reduce emissions. (Note: Although there are slight differences in the definition of ROG and VOCs, the two terms are often used interchangeably. The BAAQMD uses the term "ROG," while super-compliant architectural coatings is a South Coast term for low-VOC emissions.)</p> <ul style="list-style-type: none"> Use super-compliant architectural coatings. These coatings are defined as those with volatile organic 	Include in project construction documents.	Prior to the issuance of building permits and during construction.	City of Antioch Community Development Department		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>compound VOC less than 10 grams per liter. South Coast Air Quality Management District (SCAQMD) provides a list of manufacturers that provide this type of coating.</p> <ul style="list-style-type: none"> Keep lids closed on all paint containers when not in use to prevent VOC emissions and excessive odors. Use compliant low VOC cleaning solvents to clean paint application equipment. Keep all paint and solvent laden rags in sealed containers to prevent VOC emissions. <p>The following measures shall be applied during construction of the proposed project to reduce ROG emissions:</p> <ul style="list-style-type: none"> Consider alternative paving materials such as pervious pavement, porous concrete, or other low impact options to reduce the use of asphalt. <p>The following measures shall be applied during operation of the proposed project to reduce ROG emissions:</p> <ul style="list-style-type: none"> Encourage the use of locally-based compost/mulch into landscaped areas for soil enrichment and weed suppression to minimize the need for synthetic fertilizers and pesticide use through educational outreach to the proposed residents. Encourage the use of integrated pest management techniques through educational outreach to the proposed residents. 					
3.4 Biological Resources					
<p>MM BIO-1a: The project Applicant hired a qualified Biologist to conduct protocol surveys of the shining navarretia, crownscale, and big tarplant, and the locally rare species, angle-stem buckwheat, in 2018-2019 and submitted them to the City for independent peer review. (See Appendix D) To the extent</p>	<p>This has been partially completed.</p> <p>Preconstruction surveys by a qualified Biologist if</p>	<p>Within or after 5 years of the original survey; prior to construction.</p>	<p>City of Antioch Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>construction occurs within 5 years of these surveys, they shall be deemed valid and no further surveys shall be required. However, if construction does not occur on affected areas within 5 years of the protocol surveys, the project Applicant shall hire a qualified Biologist to survey the project area or phase prior to construction. All survey results shall be submitted to the City of Antioch Planning Division prior to approval of grading permits.</p> <p>Where populations are outside of the project footprint, a qualified Biologist shall demarcate an appropriate avoidance zone sufficient to completely avoid impacts to any individual plants. If the project will avoid the mapped populations, but will impact a portion of the avoidance zone, that shall be considered an indirect impact and the project Applicant shall ensure the plants are protected during construction by installing protective buffers such as orange exclusionary fencing and/or any necessary erosion controls methods such as the placement of straw wattles around the plants, in accordance with permits issued by the CDFW and/or USFWS.</p> <p>Where populations of special-status plant species are located within the project footprint, this shall be considered a direct impact. If the project will avoid the mapped populations, but will impact a portion of the avoidance zone, then that will be considered an indirect impact. If the project will avoid the mapped populations, but will impact a portion of the avoidance zone, then that shall be considered an indirect impact.</p> <p>For impacts to the crownscale, big tarplant and the locally rare angle-stem buckwheat, the project Applicant shall comply with MM BIO-3.</p>	<p>after 5 years of the original survey.</p> <p>Provision of endowment.</p> <p>Mitigation of direct impacts at a minimum of 1:1 and up to a 3:1 ratio, as directed by the resource agency.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>				

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>The project Applicant shall have the following options to mitigate for impacts to the shining navarretia. Options one and two are listed by order of effectiveness:</p> <p>Option 1. The project Applicant shall identify one or more existing, unprotected populations of shining navarretia in Contra Costa County (or nearest other jurisdiction) and acquire land that supports those populations. Under this Option, once the proposed mitigation area is approved by the City of Antioch Planning Division, the mitigation habitat shall be protected by a recorded conservation easement and managed in accordance with a long-term management plan, the goal of which is to maintain the shining navarretia population and its habitat. The project Applicant shall provide an endowment in favor of the conservation easement holder to fund the long-term management outlined in the long-term management plan. As this option would preserve an existing, established population, there would be no temporal loss, and no risk of failure. As a result, the mitigation ratio for this option would be 1:1.</p> <p>Alternatively, the project Applicant may purchase mitigation credits (at a 1:1 ratio) from an established mitigation bank for all directly impacted shining navarretia locations.</p> <p>Option 2. The project Applicant shall mitigate for any direct impacts at a ratio of 3:1 (preserved habitat: impacted habitat), and for any indirect impacts at a 1:1 ratio. The ratio shall be reduced to 1.5:1 if the project Applicant chooses to develop a monitoring plan, monitor the relocated seeds/plants in accordance with that plan, and meet established success criteria for successful establishment of a new population of the impacted special-status plant. The success criterion for Option 2 would be 1:1 replacement of special-status plants by Year 5</p>					

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>or later following transplantation. This would require documentation of the number of plants within the proposed impact area such that the number of impacted plants could be compared to the number of established plants at the mitigation site. The monitoring plan and monitoring reports shall be submitted to the City of Antioch Planning Division for review and approval. If the success criteria are not met, additional habitat shall be set aside as set forth under Option 1. As population sizes for annual plants can vary widely from year to year, population counts shall be conducted in the last 3 years of monitoring, and the highest count shall be at least equivalent to the number of impacted plants.</p> <p>Option 3. As an alternative Options 1 and 2, the project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the shining navarretia would be fully mitigated, including payment of applicable fees, provided that the California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>					
<p>MM BIO-1b: To avoid take of crotch and western bumblebee species the project Applicant shall implement one of the following options:</p> <p>Option 1. Prior to each phase of construction, a qualified Biologist shall conduct a take avoidance survey for active bumblebee colony nesting sites. In order to maximize detection of active bee colonies, the take avoidance survey shall be conducted during the spring, summer, or fall during appropriate weather (not during cool overcast, rainy, or</p>	<p>Pre-construction surveys by a qualified Biologist.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>Prior to each phase of construction.</p>	<p>City of Antioch Planning Division</p>		

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Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>windy days). The Biologist shall walk the entire area proposed for grading and inspect all ground squirrel burrows for bumblebee activity. The survey shall specifically target the slopes that face west to southwest as these areas are specifically utilized by western bumblebee. If any bumblebees are identified during the survey, they shall be identified to species.</p> <p>All active colonies of crotch bumblebee or western bumblebee shall be avoided and no work shall occur within 50-feet of the colony, unless pursuant to consultation with the California Department of Fish and Wildlife (CDFW) an Incidental Take Permit is obtained prior to disturbance. If a colony can be fully avoided and work will not occur within 50 feet of the colony, no mitigation shall be required.</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the western bumblebee would be fully mitigated, including payment of applicable fees, provided that California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>					
<p>MM BIO-1c: Prior to the issuance of any grading permit, the project Applicant shall implement one of the following options:</p> <p>Option 1. Consult with the United States Fish and Wildlife Service (USFWS) regarding impacts of the project on vernal pool fairy shrimp and vernal pool tadpole shrimp. The project Applicant shall obtain the appropriate take authorization (Section 7 or 10 of the Federal Endangered Species Act [FESA], as appropriate) from the USFWS prior to issuance of grading</p>	<p>Consultation with the U.S. Department of Fish and Wildlife.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>Prior to the issuance of a grading permit.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>permits. The project Applicant shall comply with all terms of the endangered species permits, including any mitigation requirements, which shall be determined during consultation with USFWS.</p> <p>Mitigation may be accomplished through permittee-responsible mitigation and/or through the preservation of vernal pool fairy shrimp habitat at USFWS-approved ratios at a USFWS-approved mitigation bank. A minimum ratio of 1:1 mitigation shall be required.</p> <p>Option 2. The project Applicant shall demonstrate compliance with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts on the fairy and tadpole shrimp would be fully mitigated, including payment of applicable fees, provided that the California Department of Fish and Wildlife (CDFW) and USFWS have approved the conservation plan.</p>					
<p>MM BIO-1d: The project Applicant shall implement one of the following options:</p> <p>Option 1. The elderberry shrub within the project site shall be avoided. Although there were no signs of the valley elderberry longhorn beetle, the following measures will ensure that there are no significant impacts to valley elderberry longhorn beetle:</p> <p>All elderberry shrubs (which are defined for the purposes of this section as those with stems greater than 1 inch in diameter) shall be avoided completely during project construction with a buffer of at least 20 feet, and the following avoidance and minimization measures [as outlined</p>	<p>Avoidance of elderberry shrub; construction monitoring by a qualified Biologist.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>Prior to the issuance of a grading permit.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>in the Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle shall be implemented for all work within 165 feet of a shrub:</p> <ul style="list-style-type: none"> - All areas to be avoided during construction activities shall be fenced and/or flagged as close to construction limits as feasible. - Activities that could damage or kill an elderberry shrub (e.g., trenching, paving, etc.) shall receive an avoidance area of at least 20 feet from the drip-line. - A qualified Biologist shall provide training for all contractors, work crews, and any on-site personnel on the status of the valley elderberry longhorn beetle, its host plant and habitat, the need to avoid damaging the elderberry shrubs, and the possible penalties for noncompliance, prior to the commencement of work. - A qualified Biologist shall monitor the work area at project appropriate intervals to assure that all avoidance and minimization measures are implemented. - As much as feasible, all activities within 165 feet of an elderberry shrub shall be conducted between August and February. - Elderberry shrubs shall not be trimmed. - Herbicides shall not be used within the drip-line of the shrub. Insecticides shall not be used within 100 feet of an elderberry shrub. - Mechanical weed removal within the drip-line of the shrub shall be limited to the season when adults are not active (August–February) and shall avoid damaging the elderberry shrub. <p>If either a 20-foot diameter avoidance area around the</p>					

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Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>elderberry shrub is found later to not be feasible or an elderberry shrub must be removed to accommodate construction, then the project Applicant shall notify the City and implement additional mitigation measures required by the Framework after consultation with the United States Fish and Wildlife Service (USFWS).</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts on the elderberry beetle would be fully mitigated, including payment of applicable fees, provided that the California Department of Fish and Wildlife (CDFW) and USFWS have approved the conservation plan.</p>					
<p>MM BIO-1e: Prior to the commencement of construction activities, the project Applicant shall implement one of the following options:</p> <p>Option 1. The project Applicant shall obtain take coverage from the United States Fish and Wildlife Service (USFWS) under Sections 7 or 10 of the Federal Endangered Species Act (FESA) for any impacts to the California tiger salamander and/or its habitat. In addition, the project Applicant shall obtain take coverage from the California Department of Fish and Wildlife (CDFW) under Section 2081 of the California Fish and Game Code for any impacts to the California tiger salamander and/or its habitat. Any required compensatory mitigation shall be determined during consultation with USFWS and CDFW and may include permittee-responsible mitigation and/or the purchase of mitigation credits from a USFWS- and CDFW-approved mitigation bank. Should consultation with the USFWS and CDFW result in required</p>	<p>Proof of issuance of take coverage from the U.S. Fish and Wildlife Service.</p> <p>Completion of pre-construction training for construction personnel and a pre-construction survey by a qualified Biologist. The biologist shall provide email confirmation to the City confirming the date and time of the training provided.</p> <p>Installation of WEF.</p> <p>Construction monitoring by a qualified Biologist.</p>	<p>Prior to the commencement of construction activities; during construction.</p>	<p>City of Antioch Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>mitigation measures in conflict with the measures included here, USFWS and CDFW measures shall take precedence. A minimum ratio of 1:1 shall apply.</p> <p>The project Applicant shall preserve both aquatic habitat and upland habitat that are either known to be California tiger salamander breeding habitat and upland habitat, or which have the proper hydrology to support breeding California tiger salamander, on off-site mitigation properties and within the on-site open space or as otherwise required as a result of consultation with the USFWS.</p> <p>Project activities shall occur during the dry season (May 1 through October 15) unless otherwise authorized by the CDFW and USFWS;</p> <p>Prior to the start of construction, a qualified Biologist shall conduct a training program for all construction personnel including contractors and subcontractors. The training shall include, at a minimum, a description of the California tiger salamander and its habitat within the project area; an explanation of the species status and protection under State and federal laws; the avoidance and minimization measures to be implemented to reduce take of this species; communication and work stoppage procedures in case a listed species is observed within the project site; and an explanation of the importance of the Environmentally Sensitive Areas (ESAs) and Wildlife Exclusion Fencing (WEF). A fact sheet conveying this information shall be prepared and distributed to all construction personnel by the Biologist. The training shall provide interpretation for non-English speaking workers. The same instruction shall be provided to any new workers before they are authorized to perform project work.</p>	<p>Preparation of a relocation plan.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>				

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Prior to the start of each phase of construction, ESAs (defined as areas containing sensitive habitats adjacent to or within construction work areas for which physical disturbance is not allowed) shall be clearly delineated using high visibility orange fencing. The ESA fencing shall remain in place throughout the duration of the construction and shall be regularly inspected and fully maintained at all times by the project Applicant's contractor.</p> <p>A qualified Biologist shall be on-site during all activities that may result in take of California tiger salamander. The qualifications of the Biologist(s) shall be submitted to the USFWS and CDFW for review and approval at least 30 calendar days prior to the date earthmoving is initiated at the project site.</p> <p>Prior to the start of each phase of construction, WEF shall be installed at the edge of the project footprint in all areas where sensitive species could enter the construction area. The location of the fencing shall be determined by the contractor and the qualified Biologist. The WEF shall remain in place throughout the duration of the project phase and shall be regularly inspected and fully maintained by the project Applicant's contractor. Repairs to the WEF shall be made within 24 hours of discovery. Upon project completion, the WEF shall be completely removed and the area cleaned of debris and trash and returned to natural conditions. Exceptions to the foregoing fencing measures include work sites where the duration of work activities is very short (e.g., 3 days or less), occur during the dry season, and the installation of exclusion fencing will result in more ground disturbance than from project activities. In this case, the boundaries and access areas and sensitive habitats may be</p>					

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>staked and flagged (as opposed to fully fenced) by the qualified Biologist prior to disturbance and species monitoring would occur during all project activities.</p> <p>If a water body is to be temporarily dewatered by pumping, intakes shall be completely screened with wire mesh no larger than 5 millimeters and the intake shall be placed within a perforated bucket or other method to attenuate suction to prevent California tiger salamander from entering the pump system. Pumped water shall be managed in a manner that does not degrade water quality and then upon completion released back into the water body, or at an appropriate location in a manner that does not cause erosion. No rewatering of the water body is necessary if sufficient surface or subsurface flow exists to fill it within a few days, or if work is to be completed during the time of year the water body would have dried naturally.</p> <p>When constructing a road improvement within California tiger salamander habitat, the project Applicant shall enhance or establish wildlife passage for the California tiger salamander across roads, highways, or other anthropogenic barriers. This may include upland culverts, tunnels, and other crossings designed specifically for wildlife movement, as well as making accommodations in curbs (no vertical faced curbs), median barriers, and other impediments to terrestrial wildlife movement at locations most likely to be beneficial to the California tiger salamander.</p> <p>Preconstruction surveys shall be provided to the City of Antioch Planning Division, and shall be conducted by a USFWS or CDFW approved Biologist within 72 hours of the initiation of any ground disturbing activities and vegetation</p>					

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>clearing that may result in take of the California tiger salamander. All suitable aquatic and upland habitat, including refugia habitat such as small woody debris, refuse, burrow entries, etc., shall be duly inspected. The approved Biologist(s) shall conduct clearance surveys at the beginning of each day and regularly throughout the workday when construction activities are occurring that may result in take of the California tiger salamander. Where feasible and only on a case-by-case basis, rodent burrows and other ground openings suspected to contain Central California tiger salamanders that would be destroyed from project activities may be carefully excavated under supervision of the Biologist. If the California tiger salamander is observed, the approved Biologist shall implement the species observation and handling protocol outlined below.</p> <p>At least 15 days prior to initiation of ground disturbance activities the project Applicant's Biologist shall prepare and submit a Relocation Plan for the California tiger salamander for the USFWS and CDFW written approval. The plan shall include protocol to be followed should a California tiger salamander be encountered during project activities. The Relocation Plan shall contain the name(s) of the approved Biologist(s) to relocate the California tiger salamander, method of relocation, a map, and description of the proposed release site(s) within 300 feet from the project, unless at a distance otherwise agreed to by the USFWS and CDFW, and written permission from the landowner to use their land as a relocation site.</p>					

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Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the California tiger salamander would be fully mitigated, including payment of applicable fees, provided that the CDFW and USFWS have approved the conservation plan.</p>					
<p>MM BIO-1f: Prior to issuance of any grading permits, the project Applicant shall implement one of the following options:</p> <p>Option 1. The project Applicant shall consult with the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) regarding impacts to California red-legged frog from the proposed project. The project Applicant shall obtain the appropriate take authorization from the USFWS (Section 7 or 10 of the Federal Endangered Species Act [FESA]) and/or from the CDFW (Section 2081 of the California Fish and Game Code). The project Applicant shall comply with all required compensatory mitigation determined during consultation with the USFWS and CDFW, and provide proof of compliance to the City of Antioch Planning Division.</p> <p>Should consultation with the USFWS result in required mitigation measures in conflict with the measures included here, USFWS measures shall take precedence.</p> <p>Approximately 1.40 acres of California red-legged frog aquatic habitat shall be preserved on-site as part of the proposed project.</p> <p>Prior to the start of construction, a qualified Biologist shall</p>	<p>Obtain take authorization from the USFWS and/or CDFW.</p> <p>Training conducted by a qualified Biologist for all construction personnel.</p> <p>The Biologist shall provide email confirmation to the City confirming the date and time of the training provided.</p> <p>Pre-construction inspection.</p> <p>Construction monitoring by a qualified Biologist.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>Prior to the issuance of grading permits</p> <p>Prior to start of construction.</p> <p>Prior to construction</p> <p>During construction.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>conduct a training program for all construction personnel including contractors and subcontractors. The training shall include, at a minimum, a description of the California red-legged frog and their habitats within the project site; an explanation of the species status and protection under State and federal laws; the avoidance and minimization measures to be implemented to reduce take of this species; communication and work stoppage procedures in case a listed species is observed within the project site; and an explanation of the importance of the Environmentally Sensitive Areas (ESAs) and Wildlife Exclusion Fencing (WEF). A fact sheet conveying this information shall be prepared and distributed to all construction personnel. The training shall provide interpretation for non-English speaking workers. The same instruction shall be provided to any new workers before they are authorized to perform project work.</p> <p>Prior to the start of each phase of construction, ESAs (defined as areas containing sensitive habitats adjacent to or within construction work areas for which physical disturbance is not allowed) shall be construction activities are ongoing, and shall be regularly inspected and fully maintained at all times.</p> <p>A qualified Biologist shall be on-site during all activities that may result in take of the California red-legged frog. The qualifications of the Biologist(s) shall be submitted to the USFWS for review and approval at least 30 calendar days prior to the date earthmoving is initiated at the project site.</p> <p>Prior to the start of each phase of construction, WEF shall be installed at the edge of the project footprint in all areas where sensitive species could enter the construction area. The location of the fencing shall be determined by the</p>					

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>contractor and the qualified Biologist prior to the start of staging or ground disturbing activities. The WEF shall remain in place throughout the duration of the project and shall be regularly inspected and fully maintained. Repairs to the WEF shall be made within 24 hours of discovery. Upon project completion, the WEF shall be completely removed and the area cleaned of debris and trash and returned to natural conditions. An exception to the foregoing fencing measures is that for work sites where the duration of work activities is very short (e.g., 3 days or less) and that occur during the dry season, and the installation of exclusion fencing will result in more ground disturbance than from project activities. In this case, the boundaries and access areas and sensitive habitats may be staked and flagged (as opposed to fenced) by the qualified Biologist prior to disturbance and species monitoring would occur during all project activities at that site.</p> <p>No more than 24 hours prior to the date of initial ground disturbance, a preconstruction survey for the California red-legged frog shall be conducted by the qualified Biologist at the project site. The results shall be provided to the City of Antioch Planning Division. The survey shall consist of walking the project limits and within the project site to ascertain the possible presence of the species. The Biologist shall investigate all potential areas that could be used by the California red-legged frog for feeding, breeding, sheltering, movement, and other essential behaviors. This includes an adequate examination of mammal burrows, such as California ground squirrels or gophers. If any adults, subadults, juveniles, tadpoles, or eggs are found, the Biologist shall contact the USFWS to determine if moving any of the individuals is</p>					

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>appropriate. In making this determination, the USFWS shall consider if an appropriate relocation site exists. Only USFWS-approved Biologists may capture, handle, and monitor the California red-legged frog.</p> <p>To the extent practicable, initial ground-disturbing activities shall be avoided between November 1 and March 31 because that is the time period when the California red-legged frog are most likely to be moving through upland areas. When ground-disturbing activities must take place between November 1 and March 31, the project Applicant shall ensure that daily monitoring by the USFWS-approved Biologist is completed.</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the California red-legged frog would be fully mitigated, including payment of applicable fees, provided that CDFW and USFWS have approved the conservation plan.</p>					
<p>MM BIO-1g: Prior to initiation of construction activity, the project Applicant shall implement one of the following options:</p> <p>Option 1. The project Applicant shall retain a qualified Biologist to survey all suitable aquatic habitat within the project site (including features proposed for avoidance) by sampling the features thoroughly with dipnets during March or early April, when spadefoot tadpoles would be present. In addition, one nocturnal acoustic survey of all areas within 300 feet of suitable aquatic habitat shall be conducted.</p>	<p>Pre-construction survey by a qualified Biologist.</p> <p>Relocation of species.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>Prior to the initiation of construction activity.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Acoustic surveys shall consist of walking through the area and listening for the distinctive snore-like call of this species. The results shall be provided to the City of Antioch Planning Division. Timing and methodology for the aquatic and acoustic surveys shall be based on those described in Distribution of the western spadefoot in the Northern Sacramento Valley of California, with Comments on Status and Survey Methodology. If both the aquatic survey and the nocturnal acoustic survey are negative, further mitigation is not necessary.</p> <p>If western spadefoot are observed within aquatic habitat proposed for impact, the tadpoles shall be captured by a qualified Biologist and relocated either to aquatic habitat to be avoided on-site (and implement the fencing requirement outlined below), or to an off-site open space preserve with suitable habitat in the vicinity of the project site. If western spadefoot are observed within aquatic habitats proposed for avoidance, then the project Applicant shall install a keyed in silt fence along the edge of the proposed impact area within 300 feet of the occupied aquatic habitat to prevent metamorphose individuals from dispersing into the construction area.</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the western spadefoot would be fully mitigated, including payment of applicable fees, provided that the California Department of Fish and Wildlife (CDFW) and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>					

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>MM BIO-1h: Prior to construction activities, the project Applicant shall implement one of the following options:</p> <p>Option 1. Within 14 days prior to the initiation of any construction activities for each phase, a qualified Biologist shall conduct preconstruction surveys for northwestern pond turtles. The results shall be provided to the City of Antioch Planning Division. If northwestern pond turtles are found prior to the initiation of, and/or during, construction activities, a qualified Biologist shall relocate them outside of the project site, subject to review and approval by the appropriate resource agencies (i.e., California Department of Fish and Wildlife [CDFW]).</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the western pond turtle would be fully mitigated, including payment of applicable fees, provided that the CDFW and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>	<p>Preconstruction survey by a qualified Biologist; relocation of species.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>Prior to construction activities; within 14 days of construction.</p>	<p>City of Antioch, Planning Division</p>		
<p>MM BIO-1i: Prior to construction, the project Applicant shall implement one of the following options:</p> <p>Option 1. Within 14 days prior to the initiation of any construction activities for each phase of the project, a qualified Biologist shall conduct preconstruction surveys for northern California legless lizard, Alameda whipsnake, and coast horned lizard. The results shall be provided to the City of Antioch Planning Division. If Alameda whipsnake is identified during the survey, it will be allowed to leave the work area on its own, subject to confirmation by a qualified</p>	<p>Preconstruction survey by a qualified Biologist.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>Prior to construction; within 14 days prior to construction.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Biologist. If Northern California legless lizard or coast horned lizard are found during the survey, a qualified Biologist shall relocate them to suitable habitat outside of the project site, subject to review and approval by the appropriate resource agencies (i.e., California Department of Fish and Wildlife [CDFW] and/or the United States Fish and Wildlife Service [USFWS], and the City of Antioch Planning Division).</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the lizards and whipsnake would be fully mitigated, including payment of applicable fees, provided that the CDFW and the USFWS have approved the conservation plan.</p>					
<p>MM BIO-1j: Option 1. Where construction activities will occur during nesting and breeding season (typically February 15 through September 1), the project Applicant shall conduct a targeted Swainson's hawk nest survey throughout all accessible areas within 0.25 mile of the proposed construction area no later than 14 days prior to construction activities. The results shall be provided to the City of Antioch Planning Division. If active Swainson's hawk nests are found within 0.25 mile of a construction area, construction shall cease within 0.25 mile of the nest until a qualified Biologist determines that the young have fledged, or it is determined that the nesting attempt has failed. If the project Applicant desires to work within 0.25 mile of the nest, the project Applicant shall consult with the California Department of Fish and Wildlife (CDFW) to determine if the nest buffer can be reduced. The project Applicant, the Biologist, and the CDFW shall collectively determine the nest avoidance buffer and what (if any) nest</p>	<p>Targeted pre-construction survey by a qualified Biologist.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>14 days prior to construction.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>monitoring is necessary. If an active Swainson's hawk nest is found within the project site prior to construction and is in a tree that is proposed for removal, then the project Applicant shall implement additional mitigation recommended by a qualified Biologist based on CDFW Guidelines and obtain any required permits from the CDFW.</p> <p>Prior to project construction, a qualified Biologist shall conduct a review of Swainson's hawk nest data available in the California Natural Diversity Database (CNDDB) and contact the CDFW to determine if they have any additional nest data. A Biologist shall conduct a survey of these nests to determine if they are still present and provide the City with a summary of the findings. If it is determined that the project site is within 10 miles of an active Swainson's hawk nest (an active nest is defined as a nest with documented Swainson's hawk use within the past 5 years), the project Applicant shall mitigate for the loss of suitable Swainson's hawk foraging habitat by implementing one of the below measures:</p> <p>Active nest identified within 1 mile of the project site: 1 acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed. Protection shall be via purchase of mitigation bank credits or other land protection mechanism acceptable to the City.</p> <p>Active nest identified within 5 miles (but greater than 1 mile) of the project site: 0.75 acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed. Protection shall be via purchase of mitigation bank credits or other land protection mechanism acceptable to the City.</p> <p>Active nest identified within 10 miles (but greater than 5 miles)</p>					

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>of the project site: 0.5 acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed. Protection shall be via purchase of mitigation bank credits or other land protection mechanism acceptable to the City.</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the Swainson's hawk would be fully mitigated, including payment of applicable fees, provided that the CDFW and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>					
<p>MM BIO-1k: Option 1. A targeted take avoidance burrowing owl nest survey shall be conducted of all accessible areas within 500 feet of the proposed construction area within 14 days prior to construction activities utilizing 60 foot transects as outlined in the Staff Report on Burrowing Owl Mitigation. The results shall be provided to the City of Antioch Planning Division.</p> <p>If an active burrowing owl nest burrow (i.e., occupied by more than one adult owl, and/or juvenile owls are observed) is found within 250 feet of a construction area either before or during construction, no construction shall occur within 250 feet of the nest burrow until a qualified Biologist determines that the young have fledged or it is determined that the nesting attempt has failed. If the project Applicant desires to work within 250 feet of the nest burrow, the project Applicant shall consult with the California Department of Fish and Wildlife (CDFW) to determine if the nest buffer can be reduced. During the non-breeding season (late September through the end of January), the project Applicant may</p>	<p>Conduct a targeted take avoidance survey.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>Within 14 days prior to construction.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>choose to conduct a survey for burrows or debris that represent suitable nesting habitat for burrowing owls within areas of proposed ground disturbance, exclude any burrowing owls observed, and collapse any burrows or remove the debris in accordance with the methodology outlined by the CDFW.</p> <p>If any nesting burrowing owl are found during the pre-construction survey, mitigation for the permanent loss of burrowing owl foraging habitat (defined as all areas of suitable habitat within 250 feet of the active burrow) shall be accomplished at a 1:1 ratio. The mitigation provided shall be consistent with recommendations in the 2012 CDFW Staff Report and may be accomplished within the Swainson's hawk foraging habitat mitigation area if burrowing owls have been documented utilizing that area, or if the Biologist, the City, and the CDFW collectively determine that the area is suitable.</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the burrowing owl would be fully mitigated, including payment of applicable fees, provided that the CDFW and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>					
<p>MM BIO-1I: Prior to construction activities, the project Applicant shall implement one of the following options to reduce impacts to Swainson's hawk and Burrowing owl:</p> <p>Survey Report</p> <p>Option 1. For any nesting raptor or songbird pre-construction</p>	<p>Preconstruction survey by a qualified Biologist. Compliance with a habitat conservation plan and/or natural</p>	<p>Prior to construction.</p>	<p>City of Antioch, Planning Division</p>		

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Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>survey conducted pursuant to Mitigation Measure (MM) BIO-2i through MM BIO-2k, a report summarizing the survey(s), including those for Swainson's hawk and burrowing owl, shall be provided to the City and the California Department of Fish and Wildlife (CDFW) within 30 days of the completed survey. The survey report shall be valid for one construction season. If no nests are found, no further mitigation is required.</p> <p>Where birds are nesting during construction and construction activities cause a nesting bird do any of the following in a way that would be considered a result of construction activities: vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest, the exclusionary buffer shall be increased such that activities are far enough from the nest to stop this agitated behavior. The exclusionary buffer shall remain in place until the chicks have fledged or as otherwise determined by a qualified Biologist in consultation with the CDFW.</p> <p>Construction activities may only resume within the buffer zone after a follow-up survey by the biologist has been conducted and a report has been prepared indicating that the nest (or nests) are no longer active, and no new nests have been identified.</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to nesting birds would be fully mitigated, including payment of applicable fees, provided that the CDFW and United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>	community conservation plan if adopted.				

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>MM BIO-1m: Option 1. A pre-construction nesting bird survey shall be conducted by a qualified Biologist on the project site and within a 500-foot radius of proposed construction areas, where access is available, no more than 3 days prior to the initiation of construction. The results shall be provided to the City of Antioch Planning Division. If there is a break in construction activity of more than 2 weeks, subsequent surveys shall be conducted.</p> <p>If active raptor nests are found, no construction activities shall take place within 500 feet of the nest until the young have fledged. If active songbird nests are found, a 100-foot no disturbance buffer shall be established. These no-disturbance buffers may be reduced if a smaller buffer is proposed by the Biologist and approved by the City (and California Department of Fish and Wildlife (CDFW) if it is a tricolored blackbird nesting colony) after taking into consideration the natural history of the species of bird nesting, the proposed activity level adjacent to the nest, habituation to existing or ongoing activity, and nest concealment (are there visual or acoustic barriers between the proposed activity and the nest). A qualified Biologist shall visit the nest as needed to determine when the young have fledged the nest and are independent of the site or the nest can be left undisturbed until the end of the nesting season.</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to raptors and songbirds would be fully mitigated, including payment of applicable fees, provided that the CDFW and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>	<p>Conduct a pre-construction nesting bird survey.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>No more than 3 days prior to initiation of construction.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>MM BIO-1n: Prior to construction activities, the project Applicant shall implement one of the following options:</p> <p>Option 1. A qualified Biologist shall conduct a bat habitat assessment of all potential roosting habitat features, including trees within the proposed development footprint. This habitat assessment shall identify all potentially suitable roosting habitat, and may be conducted up to 1 year prior to the start of construction. The results shall be provided to the City of Antioch Planning Division.</p> <p>If potential roosting habitat is identified (cavities in trees) within the areas proposed for development, the Biologist shall survey the potential roosting habitat during the active season (generally April through October or from January through March on days with temperatures in excess of 50°F (degrees Fahrenheit) to determine presence of roosting bats. These surveys are recommended to be conducted utilizing methods that are considered acceptable to the California Department of Fish and Wildlife (CDFW) and bat experts, including but not limited to evening emergence surveys, acoustic surveys, inspecting potential roosting habitat with fiber optic cameras or a combination thereof.</p> <p>If roosting bats are identified within any of the trees planned for removal, or if presence is assumed, the trees shall be removed outside of pup season only on days when temperatures are in excess of 50°F. Pup season is generally during the months of May through August. Two-step tree removal shall be utilized under the supervision of the qualified Biologist. Two-step tree removal involves removal of all branches of the tree that do not provide roosting habitat on the first day, and then the next day cutting down the remaining</p>	<p>Bat habitat assessment by a qualified Biologist.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>Up to 1 year prior to construction.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>portion of the tree.</p> <p>Additionally, all other tree removal shall be conducted from January through March on days with temperatures in excess of 50°F to avoid potential impacts to foliage-roosting bat species.</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, including payment of applicable fees, to the extent that all project impacts to roosting bats would be fully mitigated, provided that the CDFW and United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>					
<p>MM BIO-1o: Option 1. Within 48 hours prior to the initiation of any construction activities for any project phase, a qualified Biologist shall conduct a preconstruction-level American badger den survey within the project site. The results shall be provided to the City of Antioch Planning Division. If American badger or burrows with American badger sign are found within the project site or Off-site Improvement Area during the preconstruction surveys, consultation with the California Department of Fish and Wildlife (CDFW) shall occur prior to the initiation of any construction activities to determine an appropriate burrow excavation and/or relocation method. If American badger burrows are not found, further measures are not necessary. All survey results shall be submitted to the City of Antioch Planning Division prior to the initiation of any construction activities or where construction has been halted for 30 days or more.</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, including payment</p>	<p>Preconstruction surveys by a qualified Biologist.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>48 hours prior to construction activities.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>of applicable fees, to the extent that all project impacts to the American badger would be fully mitigated, provided that the CDFW and United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>					
<p>MM BIO-1p: Prior to any ground-disturbing or vegetation-removal activities, the project Applicant shall implement one of the following options:</p> <p>Option 1. The project Applicant shall hire a qualified Biologist to conduct a Worker Environmental Awareness Training (WEAT) with the construction crews. The WEAT shall include the following information: discussion of the California Endangered Species Act (CESA) and Federal Endangered Species Act (FESA), the Clean Water Act, the project permits and California Environmental Quality Act (CEQA) documentation, and associated mitigation measures; consequences and penalties for violation or noncompliance with these laws and regulations; identification of special-status wildlife, location of any avoided waters of the United States; hazardous substance spill prevention and containment measures; and the contact person in the event of the discovery of a special-status wildlife species.</p> <p>The WEAT shall also discuss the different habitats used by the species' different life stages and the annual timing of these life stages. A handout summarizing the WEAT information shall be provided to workers to keep on-site for future reference. Upon completion of the WEAT training, workers shall sign a form stating that they attended the training, understand the information presented and will comply with the regulations discussed. Workers shall be shown designated "avoidance areas" during the WEAT training, and</p>	<p>WEAT training conducted by a qualified Biologist. The biologist shall provide email confirmation to the City confirming the date and time of the training provided.</p> <p>Compliance with a habitat conservation plan and/or natural community conservation plan if adopted.</p>	<p>Prior to ground-disturbing or vegetation-removal activities.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>worker access shall be restricted to outside of those areas to minimize the potential for inadvertent environmental impacts.</p> <p>Option 2. The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, including payment of applicable fees, to the extent that all project impacts to special-status wildlife species would be fully mitigated, provided that the California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) have approved the conservation plan.</p>					
<p>MM BIO-2: implement MM BIO-3.</p>					
<p>MM BIO-3: Prior to the issuance of a grading permit for the project, the project Applicant shall obtain all required resource agency approvals for the project, including as follows:</p> <p>The project Applicant shall obtain for a Section 404 permit from the United States Army Corps of Engineers (USACE). USACE-jurisdictional waters that will be impacted shall be replaced or rehabilitated on a “no-net-loss” basis and at ratios set by the USACE (but no less than 1:1). Habitat restoration, rehabilitation, and/or replacement shall be at a location and by methods acceptable to the USACE (i.e., at a mitigation bank, or otherwise protected by one or more conservation easement(s) and/or deed restriction(s) in perpetuity).</p> <p>The project Applicant shall apply for and obtain a Section 401 water quality certification from the Regional Water Quality</p>	<p>Obtain a Section 404 permit from USACE.</p> <p>Application for a Section 401 water quality certification from the RWQCB.</p> <p>Obtain a Section 1602 Streambed Alteration agreement from CDFW.</p>	<p>Prior to the issuance of a grading permit.</p>	<p>City of Antioch Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Control Board (RWQCB) and adhere to the certification conditions.</p> <p>The project Applicant shall apply for and obtain a Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW). The information provided will include a description of all of the activities associated with the proposed project, not just those closely associated with the drainages and/or riparian vegetation. Impacts will be outlined in the application and are expected to be in substantial conformance with the impacts to biological resources outlined in this document. Impacts for each activity will be identified as temporary or permanent with a description of the proposed mitigation for the associated biological resource impacts. Information regarding project-specific drainage and hydrology changes resulting from project implementation will be provided as well as description of stormwater treatment methods. Where impacts will occur, mitigation shall include restoration or enhancement of resources on- or off-site, purchase of habitat mitigation credits from an agency-approved mitigation/conservation bank, purchase of off-site land approved by resource agencies for mitigation, working with a local land trust to preserve land, or any other method acceptable to the CDFW.</p> <p>Prior to any construction activities that could impact protected plants, species, or waters, the project Applicant shall install orange exclusionary fencing around the areas to be avoided or preserved to prevent construction impacts from construction vehicles, equipment, and workers. The fencing shall be placed with a buffer area of 250 feet (or lesser distance if deemed sufficiently protective by a qualified</p>					

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>biologist with approval from the USACE/California Department of Fish and Wildlife (CDFW). A qualified Biologist shall inspect the fencing throughout construction to ensure it is in good functional condition. The fencing shall remain in place until all construction activities in the immediate area are completed . No activity shall be permitted within the protected fenced areas except for those expressly permitted by the USACE or CDFW.</p> <p>A construction buffer shall be provided along all avoided wetlands in accordance with the 404 and 401 permits. Only those uses permitted under the 404 and 401 permits and/or Streambed Alternation Agreement shall be permitted in the wetlands preserve and its buffer. Water quality in the avoided wetlands shall be protected during construction in the watershed by using erosion control techniques, including (as appropriate), but not limited to, preservation of existing vegetation, mulches (e.g., hydraulic, straw, wood), and geotextiles and mats. Urban runoff shall be managed to protect water quality in the preserve areas using techniques such as velocity dissipation devices, sediment basins, and pollution collection devices, as required by any regulatory permits.</p> <p>Prior to ground disturbance, all on-site construction personnel shall receive instruction regarding the presence of listed plants and species and the importance of avoiding impacts to these species and their habitat.</p>					
<p>MM BIO-4: No permanent or temporary fencing shall be erected that will hinder migratory wildlife from utilizing the Sand Creek corridor. Utility and bridge crossings of Sand Creek shall be designed to be free spanning of the creek.</p>	Inclusion in the construction plans.	Prior to the issuance of grading permits.	City of Antioch Planning Division and Public Works Department		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>MM BIO-5: The project Applicant shall preserve and incorporate existing trees into the project design to the extent feasible. If any Protected Trees (i.e., indigenous trees, street trees, mature trees, and/or landmark trees) are required to be removed due to project-related activities, the removal shall be mitigated in accordance with the City of Antioch Code of Ordinances Title 9, Chapter 5, Article 12 Section 9-5.1205: Tree Preservation and Regulation by either paying the requisite fee as outlined in the City's ordinance, or through conducting on-site plantings at the ratios required by the City's Tree Ordinance.</p> <p>Efforts shall be made to save trees where feasible. This shall include the use of retaining walls, planter islands, pavers, or other techniques commonly associated with tree preservation. The Improvement Plans shall include a note and show placement of temporary construction fencing around trees to be saved: The project Applicant shall install a 4-foot tall, brightly colored (typically orange), synthetic mesh material fence (or an equivalent) approved by the City at the following locations prior to any construction equipment being moved on-site or any construction activities taking place: at the limits of construction; outside the Protected Zone of all native oaks, California buckeye, or landmark trees; within 50 feet of any grading, road improvements, underground utilities, or other development activity; or as otherwise shown on the tentative subdivision map. Any encroachment within these areas, including Protected Zones of trees to be saved, shall first be approved by the City of Antioch Community Development Director. Grade cuts and fills, hardscapes, structures, and utility lines shall be located outside of the drip line of any trees being preserved. All required protective fencing shall be installed prior to the commencement of grading any particular phase.</p>	<p>Inclusion in project improvement plans.</p> <p>Payment of applicable fees.</p>	<p>Prior to project construction.</p>	<p>City of Antioch Community Development Department</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures		Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
					Date	Initial
3.5	Cultural and Tribal Cultural Resources					
MM CUL-1: Treatment Plan and Avoidance d and Preservation in Place of Existing Cultural Resources Historic Resources P-07-000008 and Locus 1 of site P-07-000010 are eligible historic resources that shall be avoided during project construction and preserved in-place. The project Applicant shall prepare a Cultural Resources Management Plan that will detail how all cultural resources within the project disturbance area will be avoided or treated. The plan shall be submitted to the City of Antioch Planning Division for review and approval prior to tentative map approval and the issue of grading permits, as well as the State Historic Preservation Office (SHPO), if required. The Cultural Resources Management Plan shall be prepared by an archaeologist who meets the Secretary of Interior's qualification standards for archaeology, and shall include the following:		Preparation of a Cultural Resources Management Plan prepared by the project Applicant and Archaeologist. Preparation of a monitoring plan and implementation of construction monitoring.	Prior to the issuance of grading permits. Prior to and during construction.	City of Antioch Planning Division; SHPO; Wilton Rancheria		
<ul style="list-style-type: none"> A detailed summary, avoidance, and protection plan for nearby resources that are eligible or potentially eligible for the California Register of Historical Resources. The plan shall include a provision stating that prior to grading, the project archaeologist shall determine the existing boundaries of each historic site and mark the boundaries of each site with protective Environmentally Sensitive Area (ESA) fencing. Any project related ground disturbance occurring within 50 feet of the established boundary of either site shall be monitored full time by the project archaeologist. A monitoring plan developed in coordination with Wilton Rancheria that details the scheduling, safety protocols and 						

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Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>procedures to be followed by the archaeological monitor and Native American tribal monitor.</p> <p>If it is determined that development of the proposed project would occur in areas identified as containing portions of site P- 07-000008 and/or Locus 1 of site P-07-000010, and the sites cannot be avoided or preserved, the City, SHPO and project archaeologist shall coordinate as necessary to determine the appropriate course of action, which may include data recovery, scientific analysis, and professional museum curation of material.</p>					
<p>MM CUL-2: Archaeological Training, Monitoring, and Stopping Construction Upon Encountering Archeological Materials</p> <p>Prior to construction, the project archaeologist and a tribal monitor from Wilton Rancheria shall provide cultural resources sensitivity training for the construction crew that will be conducting grading and excavation at the project site. The training shall include visual aids and/or hand-outs detailing applicable laws and regulations, the kinds of archeological and/or Native American resources that may be encountered, as well as what to do in case of a discovery.</p> <p>Due to the sensitivity of the site, project related ground disturbance shall be monitored by the project archaeologist and a tribal monitor from Wilton Rancheria. If, over the course of construction, the archaeologist and monitor determine that monitoring may be reduced or is no longer required, they shall present their reasoning to the appropriate City Planner for concurrence. In the event that subsurface archeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural</p>	<p>Education of construction crew by a qualified Archaeologist. The Archaeologist shall provide email confirmation to the City confirming the date and time of the training provided.</p> <p>Submittal of data recovery plan, if required.</p>	<p>Prior to construction.</p> <p>During construction.</p>	<p>City of Antioch, Planning Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>deposits, animal bone, obsidian and/or mortars are discovered during earth-moving activities, all work within 100 feet of the resource shall be halted until the project archeologist can stabilize and evaluate the find. If the resource is determined significant under CEQA, the qualified archeologist shall prepare and implement a research design and archaeological data recovery plan that will capture those categories of data for which the site is significant in accordance with Section 15064.5 of the CEQA Guidelines. If a Native American site is discovered, the evaluation process shall include consultation with the appropriate Native American representatives.</p> <p>The archaeologist shall also perform appropriate technical analyses, prepare a comprehensive report complete with methods, results, and recommendations, and provide for the permanent curation of the recovered resources. The report shall be submitted to the City of Antioch, the Northwest Information Center, and the California Office of Historic Preservation.</p>					
<p>MM CUL-3: Stop Construction Upon Encountering Human Remains</p> <p>If during the course of construction activities there is accidental discovery or recognition of any human remains, the following steps shall be taken:</p> <ol style="list-style-type: none"> 1. There shall be no further excavation or disturbance within 100 feet of the remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission 	<p>On-site inspection and monitoring; submittal of findings and documentation, if required.</p>	<p>During construction</p>	<p>City of Antioch, Planning Division; Native American Heritage Commission; Contra Costa County Coroner</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>(NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.</p> <p>2. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:</p> <ul style="list-style-type: none"> • The NAHC is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 48 hours after being notified by the commission. • The descendant identified fails to make a recommendation. • The landowner or his or her authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner. 					
3.6 Geology and Soils					
<p>MM GEO-1a: Implement Project-specific Geotechnical Report Recommendations</p> <p>Prior to issuance of any grading permits, all recommendations and specifications set forth in the project-specific Geotechnical Exploration Report prepared for the</p>	Approval of final grading and foundation plans by City of Antioch Engineer.	Prior to the issuance of grading permits.	City of Antioch Community Development and Public Works Departments; City		

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Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
proposed project shall be reflected on the project grading and foundation plans (inclusive of seismic design parameters), subject to review and approval by the City of Antioch Engineer.			of Antioch Engineer		
<p>MM GEO-1b: Grading and Foundation Plan Review and Construction Monitoring</p> <p>Prior to issuance of any grading permits, the project Applicant shall retain the design geotechnical engineering firm to review the final grading and foundation plans and specifications to evaluate whether recommendations have been implemented from the project-specific Geotechnical Exploration Report, and to provide additional or modified recommendations, as needed.</p> <p>Construction monitoring shall be performed by a California Registered Geologist and/or Engineer to check the validity of the assumptions made in the geotechnical investigation. Earthwork operations shall be performed under the observation of a California Registered Geologist and/or Engineer to check that the site is properly prepared, the selected fill materials are satisfactory, and that placement and compaction of the fills has been performed in accordance with recommendations and the project specifications.</p>	<p>Review of grading and foundation plans.</p> <p>Construction monitoring by a California Registered Geologist and/or Engineer.</p>	<p>Prior to the issuance of grading permits.</p> <p>During construction.</p>	City of Antioch Community Development and Public Works Departments; City-approved California Registered Geologist and/or Engineer		
<p>MM GEO-2: Development of a Storm Water Pollution Prevention Plan</p> <p>Prior to the issuance of grading permits, the project Applicant shall prepare and submit to the City Public Works Department and Central Valley Regional Water Quality Control Board (RWQCB), a Storm Water Pollution Prevention Plan (SWPPP) detailing measures to control soil erosion and</p>	Submission to and approval by the City of Antioch Public Works Department.	Prior to the issuance of grading permits.	City of Antioch Public Works Department.		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
waste discharges during construction. The SWPPP shall include an erosion control plan, a water quality monitoring plan, a hazardous materials management plan, and post-construction Best Management Practices (BMPs).					
<p>MM GEO-3: Preconstruction Paleontological Survey</p> <p>Prior to any grading or excavation activities, a professional Paleontologist shall conduct a worker awareness training to inform construction personnel of the possibility of encountering fossils, the appearance and types of fossils likely to be seen during construction activities, and the property notification procedures to follow should fossils be encountered.</p> <p>If paleontological resources are discovered during earth-moving activities, the construction crew shall immediately stop work within 100 feet of the discovery and notify the Planning Department. A qualified Paleontologist shall be retained to evaluate the resource and prepare and implement a proposed mitigation plan, including curation, in accordance with the Society of Vertebrate Paleontology Guidelines.</p>	Preconstruction paleontological worker awareness training, on-site evaluation and preparation of a mitigation plan. The paleontologist shall provide email confirmation to the City confirming the date and time of the training provided.	Prior to grading or excavation. During construction.	City of Antioch; Professional Paleontologist		
3.7 Greenhouse Gas Emissions and Energy					
<p>MM GHG-1: Prior to the issuance of the last certificate of occupancy, the project Applicant shall provide documentation to the City of Antioch that the proposed project has employed one or more of the following measures to reduce greenhouse gas (GHG) emissions (i.e., 1,191 metric tons of carbon dioxide equivalent per year (MT CO₂e/year) to at or below 2.6 MT CO₂e/year/service population by 2030:</p> <ul style="list-style-type: none"> • Purchased electricity from a utility offering 100 percent renewable power for some or all of the proposed project's power needs. • Constructed homes and buildings to be all-electric (thereby 	Record in contract specifications, project plan review.	Prior to the issuance of the last certificate of occupancy.	City of Antioch Planning and Building Inspection Services Divisions		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>minimizing the project's natural gas consumption during operations).</p> <ul style="list-style-type: none"> Installed all-electric appliances during construction to minimize the use of natural gas consumption during project operations. Provided outlets on the outside of buildings or in other accessible areas to facilitate the use of electrically powered landscape equipment. Installed on-site solar panels to generate electricity for a portion or all of project electricity consumption. Installed on-site charging units for electric vehicles consistent with parking requirements in California Green Building Standards Code (CALGreen) Section 5.106.5.2. Implemented a ride sharing program for employees starting no later than 60 days after commercial operations begin. Purchased voluntary carbon credits from a verified GHG emissions credit broker in an amount sufficient to offset operational GHG emissions of approximately 34,531 MT CO₂e over the lifetime of the proposed project (or a reduced amount estimated based on implementation of other measures listed above). Copies of the contract(s) shall be provided to the City Planning Department. 					
3.8 Hazards, Hazardous Materials, and Wildfire					
<p>MM HAZ-2a: Performance of Pre-Construction Hazardous Materials Surveys</p> <p>Prior to the issuance of a demolition permit for each of the structures on-site, the Applicant shall hire a California Registered Asbestos Abatement Contractor to inspect, and if necessary, remove all asbestos containing materials, and conduct final clearance inspections (visual) to document the completion of the action. All demolition activities shall be</p>	Conduct preconstruction asbestos surveys.	Prior to the issuance of a demolition permit.	City of Antioch Building Inspection Services Division		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
completed in accordance with California Code of Regulations Title 17, Division 1, Chapter 8, Article 1. All construction work where an employee may be occupationally exposed to lead-containing paint, including demolition, must comply with Occupational and Safety Health Administration (OSHA) Regulation 29 Code of Federal Regulations 1926.62, and California Occupational and Safety Health Administration (Cal/OSHA) Title 8 California Code of Regulations 1523.1.					
MM HAZ-2b: Agrichemical Soil Assessment The Applicant shall conduct a limited agrichemical soil assessment within the areas where the two orchards were located on-site to determine if residual agrichemicals are present within on-site soils in excess of applicable limits. If found to be present in excess of applicable limits, the Applicant shall have a remedial action plan developed and implemented to ensure that all residual soils are removed to the satisfaction of the Department of Toxic Substance Control (DTSC) and City of Antioch prior to the issuance of a grading permit.	Conduct an agrichemical soil assessment.	Prior to construction.	City of Antioch Inspection Services Building Division; DTSC		
MM HAZ-2c: Obtain an Abandonment Permit Prior to any ground disturbance activities within 50 feet of any water well or septic tank on the project site, the Applicant shall hire a licensed contractor to obtain an abandonment permit from the Contra Costa County Environmental Management Department, and properly abandon the on-site well(s) and/or septic tank, pursuant to review and approval by the City Engineer.	Obtain an abandonment permit.	Prior to any ground disturbing activities.	City of Antioch Engineer, Contra Costa County Environmental Management Department		
MM HAZ-2d: Well Abandonment Proper abandonment of Well No. 1 is required in accordance with current California Department Division of Oil, Gas, and Geothermal Resources (DOGGR) regulations to address past	Review and approval of plans.	Prior to construction and final map approval.	City of Antioch Community Development and Public Works		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
oil and gas exploration and production activities. Prior to final map approval, the Applicant shall submit to the City of Antioch Engineering Department, for review and approval, plans which show that future inhabited structures will not be located over the two abandoned oil/gas wells. The plans shall be completed in compliance with the DOGGR Construction Site Review Program, which includes guidelines and recommendations for setbacks and mitigation measures for venting systems. If grading is proposed proximate to the two abandoned well locations, DOGGR shall be consulted to determine if the wells will require modification in casing height. A Soil Management Plan (SMP) shall be prepared to address potential impacted soil that may be encountered during grading activities within the area of the two abandoned wells.			Departments; DOGGR		
MM HAZ-2e: Removal of Hazardous Material Containers Prior to site grading, the Applicant shall cause all noted potentially hazardous material containers and tanks to be removed from the parcel.	Record in contract specifications.	Prior to grading	City of Antioch Public Works Department		
MM HAZ-2f: Conduct a Phase II Environmental Site Assessment Prior to issuance of a grading permit, the Applicant shall hire a certified Soils Engineer to prepare a Phase II Environmental Site Assessment (Phase II ESA) to address all concerns identified in the Phase I ESAs. The Applicant shall comply with all Phase II recommendations	Record in contract specifications.	Prior to the issuance of a grading permit.	City of Antioch Public Works Department		
MM HAZ-2g: Petroleum Pipeline Abandonment/Removal Prior to commencement of residential construction, the Applicant shall ensure that all petroleum pipelines within the	Record in contract specifications.	Prior to commencement of construction.	City of Antioch Community Development and		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>areas of the project site planned for development shall be abandoned and/or removed in accordance with applicable federal, state, and/or local standards to the satisfaction of the Contra Costa Environmental Health Department and the City Engineer. If any indicators of apparent soil contamination (soil staining, odors, debris fill material, etc.) are found at the project site associated with the petroleum pipelines, the impacted area shall be isolated from surrounding, non-impacted areas. The project environmental professional shall obtain samples of the potentially impacted soil for analysis of the contaminants of concern and comparison with applicable regulatory residential screening levels (i.e., Environmental Screening Levels, California Human Health Screening Levels, Regional Screening Levels, etc.). Where the soil contaminant concentrations exceed the applicable regulatory residential screening levels, the impacted soil shall be excavated and disposed of off-site at a licensed landfill facility to the satisfaction of the Contra Costa Environmental Health Department. If soil contaminants do not exceed the applicable regulatory residential screening levels, further action is not required.</p>			Public Works Departments; Contra Costa Environmental Health Department		
<p>MM HAZ-2h: Preparation of Safety Guidelines In the event the pipelines are abandoned and not removed, prior to commencement of grading, the construction contractor, the pipeline operator, and a representative from the City's Engineering Department shall meet on the project site and prepare site-specific safety guidelines for construction in the field to the satisfaction of the City Engineer. The safety guidelines and field-verified location of the pipelines shall be noted on the improvement plans and be included in all construction contracts involving the project</p>	<p>Record in contract specifications. Submittal of site specific safety guidelines, if required.</p>	Prior to grading.	City of Antioch Community Development and Public Works Departments; City of Antioch Engineer		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
site.					
3.11 Noise					
<p>MM NOI-1a: Construction Noise Reduction Measure</p> <p>To reduce potential construction noise impacts, the City shall ensure that the following multi-part mitigation measure is implemented at the project site:</p> <ul style="list-style-type: none"> The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment. The construction contractor shall ensure that unnecessary idling of internal combustion engines (i.e., idling in excess of 5 minutes) is prohibited. The construction contractor shall utilize “quiet” models of air compressors and other stationary noise sources where technology exists. At all times during project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from adjacent residences. The construction contractor shall ensure that the construction staging areas shall be located to create the greatest feasible distance between the staging area and noise-sensitive receptors nearest the project site. The construction contractor shall designate a “noise disturbance coordinator” who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g. starting too early, bad muffler, etc.) and institute reasonable measures warranted 	Record in contract specifications. Periodic on-site inspection.	Prior to construction. During construction.	City of Antioch Building Inspection Services Division and Public Works Department		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>to correct the problem. The construction contractor shall conspicuously post a telephone number for the disturbance coordinator at entrances to the construction site.</p> <ul style="list-style-type: none"> The construction contractor shall comply with the City's permissible hours for construction (7:00 a.m. to 6:00 p.m., or 8:00 a.m. to 5:00 p.m. if within 300 feet of occupied dwellings, Monday through Friday, and 9:00 a.m. to 5:00 p.m. on weekends and holidays). 					
<p>MM NOI-1b: Traffic Noise Reduction Measure</p> <p>The proposed project shall construct a sound wall along rear yards of residential lots fronting Deer Valley Road. The sound wall shall be a minimum of 8-foot high, as measured from the finished grade of the proposed residential pads. The sound wall should be located so as to block the line of sight from rear yards for all proposed residences located within 160 feet of the centerline of Deer Valley Road.</p>	<p>Show in project improvement plans.</p>	<p>Prior to final inspection.</p>	<p>City of Antioch Building Inspection Services Division</p>		
<p>MM NOI-1c: Mechanical Equipment Noise Reduction Measure</p> <p>To reduce potential operational stationary noise impacts from mechanical ventilation equipment at the proposed residential homes, mechanical ventilation equipment must be located a minimum of 15 feet from the boundary of the project site, or must be shielded by a noise-reducing barrier. If a noise barrier is required, the barrier shall be a minimum of 5 feet in height, extending 2 feet beyond the sides of the equipment and located between the equipment and the receiving property line.</p>	<p>Show in project improvement plans.</p>	<p>Prior to final inspection.</p>	<p>City of Antioch Building Inspection Services Division</p>		
<p>MM NOI-1d: Commercial Operation Noise Reduction Measure</p> <p>The commercial land uses shall be designed so that on-site</p>	<p>Show in project improvement plans.</p>	<p>Prior to final inspection.</p>	<p>City of Antioch Building Inspection Services Division</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
mechanical equipment (i.e., HVAC units, compressors, generators) and area-source operations (e.g., parking lots) are located no closer than 100 feet from the nearest residential dwelling unit or provide shielding from nearby noise sensitive land uses to meet the City's normally acceptable threshold of 60 dBA CNEL. Shielding shall have a minimum height sufficient to completely block line-of-sight between the on-site noise source and the nearest residential dwelling to meet the City's noise standards. Based on the size and placement of the HVAC units (i.e., ground level or roof top), barrier heights may range between three to six feet.					
3.14 Transportation					
<p>MM TRANS-1a: Prior to issuance of grading permits, the project Applicant shall retain a qualified transportation consultant to prepare and submit a Construction Traffic Management Plan to the City of Antioch for review and approval. The plan shall include:</p> <ul style="list-style-type: none"> • Project staging plan to maximize on-site storage of materials and equipment; • A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak-hours; lane closure proceedings; signs, cones, and other warning devices for drivers; and designation of construction access routes; • Permitted construction hours; • Location of construction staging; • Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations; and • Provisions for street sweeping to remove construction related debris on public streets. 	Review and approval of Construction Traffic Management Plan.	Prior to the issuance of grading permits and during construction.	City of Antioch Engineering and Community Development and Public Works Departments		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
<p>MM TRANS-1b: Prior to issuance of the first building permit, the project Applicant shall provide fees to the City of Antioch to fund the design and installation of Adaptive Signal Control Technologies (ASCT) or other traffic signal interconnect system approved by the City at the following intersections:</p> <ul style="list-style-type: none"> • Slatten Ranch Road at SR-4 Westbound Ramps • Slatten Ranch Road/Sunset Drive at Hillcrest Avenue • Hillcrest Avenue at SR-4 Eastbound Ramps • East Tregallas Road/Larkspur Drive at Hillcrest Avenue <p>In conjunction with the signal timing adjustments, the Applicant shall work with the City and Caltrans to design and install potential restriping options within the Hillcrest Avenue at SR-4 interchange area that improve vehicle and bicycle travel through the interchange area.</p> <p>The design process for these improvements shall start prior to the issuance of the 10th residential building permit for the proposed project, and installation of the traffic signal interconnect system and restriping shall be completed prior to the issuance of the 422nd building permit unless the City of Antioch Engineer determines that design and installation delays are beyond the control of the project Applicant.</p>	<p>Payment of fees.</p> <p>Design of ASCT or other traffic signal interconnect system.</p> <p>Installation of ASCT or other traffic signal interconnect system.</p>	<p>Prior to the issuance of the first building permit.</p> <p>Prior to the issuance of the 10th building permit.</p> <p>Prior to the issuance of the 422nd building permit.</p>	<p>City of Antioch Engineering and Community Development and Public Works Departments</p>		
<p>MM TRANS-1c: Prior to issuance of the 431st building permit, the project Applicant shall install a traffic signal at the intersection at Balfour Road/Deer Valley Road in conjunction with other planned improvements, including the construction of a southbound left-turn lane, as well as separate westbound left and right-turn lanes.</p>	<p>Installation of a traffic signal.</p>	<p>Prior to the issuance of the 431st building permit.</p>	<p>City of Antioch Engineering and Community Development and Public Works Departments</p>		
<p>MM TRANS-2: Prior to issuance of the first building permit, the project Applicant shall provide the City of Antioch with East</p>	<p>Payment of ECCRFPA fees.</p>	<p>Prior to the issuance of each</p>	<p>City of Antioch Engineering and</p>		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Contra Costa Regional Fee and Financing Authority regional transportation impact fees in accordance with the latest adopted fee schedule to support improvements at the Lone Tree Way/SR-4 Eastbound ramp intersection. If the required fees would not support the necessary improvements at the intersection of Lone Tree Way and the Eastbound ramp of SR-4, then no such fees shall be required.		building permit.	Community Development and Public Works Departments; Contra Costa County		
<p>MM TRANS-3a: Prior to issuance of the 1,000th residential building permit, the project Applicant shall implement the following improvements to the Lone Tree Way/Davison Drive:</p> <ol style="list-style-type: none"> 1. The westbound approach of the Davison Drive approach shall be converted from a westbound through lane to a left-through shared lane; and 2. If determined necessary by the City of Antioch Engineer, the project Applicant shall reconstruct the median on the south leg of the intersection to allow concurrent left-turn movements on the westbound approach. 	<p>Identification on construction plans for review and approval.</p> <p>Implementation of improvements.</p>	<p>Prior to issuance of grading permits.</p> <p>Prior to the issuance of the 1,000th residential building permit.</p>	City of Antioch Engineering and Community Development and Public Works Departments		
<p>MM TRANS-3b: The design process shall start prior to the issuance of the 10th residential building permit for the proposed project, and installation shall be completed prior to the issuance of the 422nd building permit unless the City of Antioch City Engineer determines that design and installation delays are beyond the control of the project Applicant, the project Applicant shall fund the design and installation of Adaptive Signal Control Technologies (ASCT) or other traffic signal interconnect system approved by the City at the following intersections:</p> <ul style="list-style-type: none"> • Deer Valley Road/Hillcrest Avenue-Davison Drive • Hillcrest Avenue/Hillcrest Crossroads 	<p>Identification on construction plans for review and approval.</p> <p>Implementation of improvements.</p>	<p>Prior to issuance of grading permits.</p> <p>Prior to the 10th residential building permit and prior to the issuance of the 422nd building permit.</p>	City of Antioch Engineering and Community Development and Public Works Departments		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
The ASCT system at the Deer Valley Road at Hillcrest Avenue/Davison Drive and Hillcrest Avenue at Hillcrest Crossroads shall be coordinated with the ASCT systems identified as part of Mitigation Measure (MM) TRANS-1b.					
MM TRANS-3c: Prior to issuance of the 431 st residential building permit, project Applicant shall restripe the westbound approach of Lone Tree Way at SR-4 Westbound Ramps/Jeffery Way to provide a second westbound left-turn lane (requires widening of the south leg of the intersection to provide a second southbound receiving lane, which is currently under construction). This improvement is under construction by others and shall only be required if not already in place by the time the 431 st residential building permit is issued.	Identification on construction plans for review and approval. Implementation of improvements.	Prior to issuance of grading permits. Prior to the issuance of the 431 st residential building permit.	City of Antioch Engineering and Community Development and Public Works Departments		
MM TRANS-3d: Prior to issuance of the first building permit, the project Applicant shall provide the City of Antioch with East Contra Costa Regional Fee and Financing Authority regional transportation impact fees in accordance with the latest adopted fee schedule to support improvements at the Sand Creek Road/SR-4 Westbound Ramps intersection. If the required fees would not support the necessary improvements at the intersection, then no such fees shall be required.	Payment of ECCRFFA fees.	Prior to the issuance of each building permit.	City of Antioch Engineering and Community Development and Public Works Departments		
MM TRANS-3e: Prior to the issuance of the 622 nd residential building permit, the project Applicant shall have started construction on the Sand Creek Road extension from Deer Valley Road to Dallas Ranch Road as a four-lane roadway.	Identification on construction plans for review and approval.	Prior to the issuance of the 622 nd residential building permit.	City of Antioch Engineering and Community Development and Public Works Departments		
MM TRANS-3f: Prior to the issuance of the 421 st residential	Identification on	Prior to the issuance	City of Antioch		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
building permit for the proposed project, the project Applicant shall have started construction on Sand Creek Road from the Kaiser Permanente Antioch Medical Center entrance roadway to the western boundary of the Dozier Libbey High School as a two-lane roadway (one lane in each direction) along the ultimate alignment, connecting to the portion of Sand Creek Road at Dozier Libbey High School to be constructed by others.	construction plans for review and approval.	of the 421 st residential building permit.	Engineering and Development Services Division		
MM TRANS-7: Prior to recordation of the final map, the City of Antioch and Contra Costa County Fire Protection District shall review and approve the proposed emergency access points for Villages 9, 10, 11, and 12 to ensure that adequate access is provided for large emergency vehicles in accordance with the California Fire Code.	Review and approval of plans by the City and County.	Prior to recordation of the final map.	City of Antioch Engineering and Development Services Division		
MM TRANS-8a: The project Applicant shall consult with TriDelta Transit to determine if additional transit facilities shall be provided throughout the site. If transit stop locations are identified, the project Applicant shall include those locations on the improvement plans for the requisite tentative map being processed by the City. The improvement plans shall include pedestrian passages through cul-de-sacs and other potential barriers to minimize pedestrian walking distances to any transit stops identified.	Consultation with TriDelta Transit.	Prior to the issuance of grading permits.	City of Antioch Engineering and Development Services Division; TriDelta Transit		
MM TRANS-8b: The project Applicant shall identify the bicycle circulation facilities on all final improvement plans submitted to the City. Such facilities may include a painted buffer between the bicycle lanes and the vehicular travel way, reducing the travel lane width to 11-feet each to allow for a 7-foot wide bicycle lane and a 3-foot wide buffer between the bicycle lanes	Identification in project improvement plans.	Prior to the issuance of grading permits.	City of Antioch Engineering and Development Services Division		

Table 1 (cont.): The Ranch Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
and the vehicular travel-way on the proposed arterial streets. In addition, appropriate bicycle crossing treatments shall be provided at roundabouts to be constructed as part of the proposed project.					
MM TRANS-8c: The project Applicant shall identify pedestrian circulation facilities on all final improvement plans submitted to the City. These plans shall show primary pedestrian routes connecting neighborhood destinations and in marked crosswalks at key uncontrolled pedestrian crossing locations. In addition, the plans shall demonstrate that signalized intersections provide crosswalks and pedestrian actuation. At roundabouts to be constructed as part of the project, appropriate pedestrian crossing treatments shall be provided.	Identification in project improvement plans	Prior to the issuance of grading permits	City of Antioch Engineering and Development Services Division		

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ATTACHMENT B
DEVELOPMENT AGREEMENT ORDINANCE

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND
RICHLAND PLANNED COMMUNITIES, INC. FOR THE RANCH PROJECT**

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

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

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

Section 3. The Planning Commission conducted a duly noticed public hearing on July 1, 2020 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on July 28, 2020 at which all interested persons were allowed to address the Council on the Development Agreement.

Section 4. The City Council finds that the Development Agreement is consistent with the City's General Plan as well as all provisions of the City's Zoning Ordinance and Municipal Code. The City Council finds that the Development Agreement implements General Plan objectives by providing housing opportunities and needed infrastructure. The Development Agreement will not be detrimental to the health, safety and general welfare and will not adversely affect the orderly development of property or the preservation of property values. The City Council has considered the effect of the Development Agreement on the housing needs of the region in which the City is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources by requiring an HOA to maintain certain improvements, forming a revenue generating mechanism to fund police services, annexing into the Contra Costa County Fire Protection District ("CCCFPD") Community Facilities District ("CFD"), entering into a Memorandum of Understanding with CCCFPD, and negotiating a developer contribution of \$2.5 million to the City to be used for economic development purposes in the City.

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

JULY 28, 2020

Page 2

Section 6. The Development Agreement included as "Exhibit A" is hereby approved, subject to minor and clarifying revisions approved by the City Manager and City Attorney, and the City Manager is authorized and directed to sign it on behalf of the City of Antioch.

* * * * *

I HEREBY CERTIFY that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 28th day of July, 2020, and passed and adopted at a regular meeting thereof, held on the 11th day of August, 2020.

AYES:

NOES:

ABSENT:

MAYOR OF THE CITY OF ANTIOCH

ATTEST:

CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

(Space Above This Line Reserved For Recorder's Use)

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF ANTIOCH

AND

RICHLAND PLANNED COMMUNITIES, INC.

**Adopted by the Antioch City Council
on
July 28, 2020**

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF ANTIOCH
AND
RICHLAND PLANNED COMMUNITIES, INC.**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) by and between the City of Antioch, a municipal corporation (“**City**”) and Richland Planned Communities, Inc. a California corporation (“**Developer**”), EPC Holdings 820, LLC, a Washington limited liability company and American Superior Land, LLC, a Delaware limited liability company (“**Owners**”) (each a “**Party**” and collectively the “**Parties**”), pursuant to the authority of Division 1, Chapter 4, Article 2.5, Sections 65864 *et seq.* of the Government Code (the “**Statute**”) is entered into as of _____, 2020 (the “**Effective Date**”) in the following factual context:

R E C I T A L S

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

B. Developer proposes to develop a master planned residential community commonly known as The Ranch, which would include up to 1,177 new homes, including a mix of low-density, medium-density, estate and age-restricted units, as well as an approximately five (5) acre mixed-use retail village center, parks, trails/trail staging area, open space, and a fire station site on the Property as defined in Recital C, all in accordance with the Project Approvals defined in Recital E of this Agreement (the “**Project**”).

C. Owners each own fifty percent of approximately 551.5 acres of certain real property located in the City of Antioch, Contra Costa County more particularly described in Exhibit A (the “**Property**”) Owners are passive investors in the Property and enter into this Agreement at Richland’s request in connection with Richland’s planned development of the Project.

D. In exchange for the covenants contained in this Agreement and the continued commitment of Developer to provide the benefits described in the Project Approvals, when and if the Project proceeds, and in order to encourage the investment by Developer necessary to proceed with the Project, the City is willing to enter into this Agreement to set forth the right of Developer to complete the Project as provided in this Agreement.

E. The City Council has approved the following which collectively are referred to as the “**Project Approvals**”:

(1) Resolution No. _____, adopted by the City Council on July 28, 2020 certifying the Environmental Impact Report (EIR) for the Project and adopting the Mitigation Monitoring and Reporting Program for the EIR.

(2) Resolution No. _____, adopted by the City Council on July 28, 2020 approving General Plan Amendment #GP-20-01.

(3) Ordinance No. _____, adopted by the City Council on July 28, 2020 to rezone the Property to Planned Development District (P-D).

(4) Resolution No. _____, adopted by the City Council on July 28, 2020 approving the Master Development Plan #MDP-20-01, Design Review, and Resource Management Plan.

F. On July 1, 2020 at a duly noted public hearing, the Planning Commission of the City of Antioch adopted Resolution No. _____, recommending approval of this Agreement.

G. On July 28, 2020, after a duly noticed public hearing, the City Council considered this Agreement and conducted a first reading of Ordinance No. _____ approving this Agreement.

H. On August 11, 2020, the City Council conducted a second reading and adopted Ordinance No. _____ approving this Agreement.

A G R E E M E N T

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

ARTICLE 1 TERM AND APPLICABLE LAW

1.1 Incorporation of Recitals. The preamble, the Recitals, and all defined terms set forth in both are incorporated into this Agreement by this reference

1.2 Term. The term of this Agreement shall commence as of the Effective Date and continue for ten (10) years thereafter, to and including _____, 2030 (the “**Term**”), unless sooner terminated or extended as provided herein. The term shall automatically be extended by: (a) any period of Enforced Delay (as defined herein); (b) any period of time during which a lawsuit brought by a third party challenging any aspect of the Project is pending; and/or (c) any period of time during which the filing of a referendum petition or initiative petition delays development of the Project. All such original and extended periods are referred to as the “**Term**” Upon the issuance of the 421st building permit for residential development and the issuance of building permits for at least thirty-five percent (35%) of the total square footage of commercial development, the Term shall automatically be extended by an additional ten (10) years. The expiration of the Term shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Developer may have that exist independently of this Agreement and derive from common law vesting or other laws or regulations of the State or the City. The Term and the term of any Project Approval, may be extended from time to time pursuant to Section 3.4, or ARTICLE 5.

1.3 Applicable Law. The rules, regulations, and official policies governing permitted uses of the Property and density and improvement requirements applicable to development of the

Property in accordance with the Project Approvals shall be the ordinances, rules, regulations, and official policies in force as of the Effective Date (collectively, the “**City Regulations**”), except as otherwise expressly provided in the Project Approvals or this Agreement. The law applicable to the Project shall be (a) the City Regulations, (b) the Project Approvals and (c) this Agreement (collectively, the “**Applicable Law**”). If there is a conflict between this Agreement and the City Regulations or Project Approvals, this Agreement shall control. If there is a conflict between the Project Approvals and the City Regulations, the Project Approvals shall control. As of the Effective Date, the Project Approvals do not include any large lot map(s) or vesting tentative map(s), design review approvals required for the Project, or other potentially necessary entitlements (the “**Subsequent Approvals**”). Such Subsequent Approvals shall be subject to the ordinances, rules, regulations, and official policies in force as of the at the time of the Developer’s application for such Subsequent Approvals to the extent they are consistent with the Project Approvals. The Project shall be subject to all conditions of approval imposed as conditions of such Subsequent Approvals. Upon approval, each Subsequent Approval shall become part of the Project Approvals for purposes of this Agreement.

ARTICLE 2 COVENANTS OF DEVELOPER

2.1 Obligations of Developer Generally. Developer shall have no obligation to proceed with or complete the Project at any particular time or at all, except to the extent this Agreement requires Developer to submit its application for a vesting tentative map for Phase 1 of the Project within the timeframe set forth in Section 2.6.1. However, to the extent that Developer proceeds with the Project, it shall comply with the Applicable Law, as defined in Section 1.2.

2.2 Development of the Property. Developer hereby agrees that development of the Project shall be in accordance with the Project Approvals, including any conditions of approval and the mitigation measures for the Project as adopted by the City, and any amendments to the Project Approvals as may, from time to time, be approved pursuant to this Agreement.

2.3 Fees. Developer shall pay when due all generally applicable fees in effect, and at the rates and in the amounts applicable, at the time of payment. Developer shall pay project specific fees as required by the Project Approvals. *Generally applicable fees* are those fees of the City that are applicable to (a) all similar residential projects, or (b) all construction work similar in nature to work required by the Project Approvals. *Generally applicable fees* include development impact fees adopted after the Effective Date. *Project specific fees* are fees imposed by the Project Approvals that are not generally applicable fees. In addition, Developer shall pay processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City of processing applications for subsequent approvals or for monitoring compliance with and review of subsequent submittals for any Project Approvals granted or issued, as such fees and charges are adjusted from time to time.

2.4 Improvements. Developer shall construct the public and private improvements and make all dedications required by, and more particularly described in the Project Approvals, including but not limited to large lot and vesting tentative maps approved for the Project as subsequent approvals. Developer shall perform the work in accordance with the standards and specifications established by Applicable Law. To the extent there are no such standards or

specifications in the Applicable Law other than this Agreement, the work shall be performed in accordance with industry standards and in a good and workerlike manner, as approved by the City Engineer.

2.5 Subdivision and Other Agreements; Multiple Final Maps. Developer shall execute and perform its obligations as set forth in any Subdivision Improvement Agreements required or permitted by Applicable Law to obtain approval of final maps. Developer may phase the Project in accordance with the Phasing Plan provided, and may file multiple final maps in accordance with Section 3.4 below.

2.6 Specific Development Obligations. In addition to the conditions of approval contained in the Project Approvals, the Developer and the City have agreed that the development of the Project is subject to certain specific development obligations as described herein. These specific development obligations, together with the other terms and conditions of this Agreement, provide the incentive and consideration for the City entering into this Agreement.

2.6.1 Vesting Tentative Map. Within 18 months of the Effective Date of this Agreement, Developer shall submit a complete application for a vesting tentative map for Phase 1 of the Project in accordance with the requirements of the Subdivision Map Act (Gov't Code §§ 66401 *et seq.*) and the City's Subdivision Ordinance (Antioch Municipal Code, Title 9, Chapter 4). Failure to submit the complete application for such vesting tentative map within the timeframe provided herein shall constitute a material default under this Agreement, and a basis for termination of this Agreement. The City shall not have the remedy of specific performance for a default under this Section 2.6.1.

2.6.2 Transportation and Circulation Improvements. In addition to all roadway and circulation improvements required as conditions of the vesting tentative maps processed for the Project, the Developer shall comply with and implement the roadway and circulation improvements identified in Exhibit B, attached hereto and incorporated herein by this reference.

2.6.3 Fire District MOU. Developer shall enter into a Memorandum of Understanding with the Contra Costa County Fire District (the "**Fire District**") regarding the dedication of an approximately two-acre parcel south of the mixed-use retail village center and southwest of the future intersection of Sand Creek Road and Deer Valley Road within the Property for the development of a new fire station and the establishment of a Community Facilities District (the "**Fire Services CFD**") or annexation of the Property into an existing CFD, for the purpose of funding the Fire District's fire and emergency services operations to offset the annual fiscal impacts of the Project on the District's fire and emergency services. Developer and Fire District shall enter into such MOU prior to issuance of the first final subdivision map.

2.6.4 Community Facilities District(s)

(a) Annexation into CFD No. 2018-01 and 2018-02.

(i) Developer acknowledges the existence of Community Facilities District No. 2018-01 Public Services ("**CFD No. 2018-01**") and Community Facilities District No. 2018-02 Police Protection ("**CFD No. 2018-02**") which were created pursuant to the

Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding certain City public services, and police services to assist the City in meeting a police force level within a range of 1.2 to 1.5 officers per 1,000 residents as set forth in Performance Standard 3.5.3.1 of the General Plan. Developer voluntarily consents to and prior to recordation of each final subdivision map for the Project shall take whatever affirmative action it needs to take on its part to ensure that the portion of the Project and Property for which such final subdivision map is recorded is subject to the assessments of CFD No. 2018-01 and CFD No. 2018-02, which includes without limitation, voting to annex to said CFD No. 2018-01 and CFD No. 2018-02.

(b) Richland may request in writing that the City establish one or more CFDs pursuant to the Mello-Roos Act to finance infrastructure, public facilities and development impact fees it may be required to construction in connection with the Development of the Property. Richland shall vote in favor of each such CFD assuming the CFDs are formed in accordance with Section 3.11 of this Agreement.

2.6.5 Project Labor Agreement. Developer represents and warrants that it has entered into a Community Workforce and Training Agreement for the Ranch Project with four local unions (the “**Project Labor Agreement**”), which Project Labor Agreement shall apply to the Project and will ensure work and training opportunities for the membership of the named unions, which represent their respective trades in Antioch and the surrounding area and are affiliated local unions in the Contra Costa Building and Construction Trades Council.

2.6.6 Dedication of Trail Staging Area. Developer shall offer to dedicate to the East Bay Regional Parks District (or other qualified third party entity approved by the City), free and clear of encumbrances, approximately one acre of land located on the western edge of the project site for a trail staging area and parking lot. The trail staging area and parking lot shall be reserved for dedication at the recordation of the final subdivision map for Phase 3. The trail staging area shall be subject to a separate agreement between Richland and the East Bay Regional Parks District (or other qualified third-party entity), which separate agreement shall state the specific timing of improvements and dedication. Such agreement shall be a condition precedent to the issuance of the first building permit for the Project.

2.6.7 Dedication of Open Space. Developer shall dedicate the areas designated as Open Space in the Project Approvals as open space to be maintained in accordance with the Open Space/Public Use Zoning District established by the City’s Zoning Code (Antioch Municipal Code, Title 9, Chapter 5.). The open space may be maintained through various means including, but not limited to, dedication to the City, recordation of conservation easements granted to a certified third-party land trust, dedication to a park district, dedication to a flood control district, formation or annexation into a Geologic Hazard Abatement District which would receive dedication of land; or other legally available mechanism, provided that the entity to which such land will be dedicated, and the means of maintaining such property shall be subject to City approval, which approval shall not be unreasonably withheld. Dedication of open space property shall occur prior to the recordation of the final subdivision map for each phase of the Project, but may, at Richland’s discretion, occur concurrently.

2.6.8 School Mitigation. Developer agrees to make commercially reasonable efforts to schedule meetings with the Superintendent of the Antioch Unified School District (the “School District”) to discuss any potential impacts that the Project could have on the School District that are not mitigated through the payment of the mandated school impact fees for the Project, and to negotiate in good faith toward an agreement to mitigate any such impact between the Effective Date and December 31, 2020. In the event that the District and Developer, cannot reach agreement on the terms of an agreement to mitigate the impact to the District by December 31, 2020 despite good faith efforts by the Developer, the Developer shall be relieved of any further obligations under this Sections 2.6.8.

2.6.9 Additional Funding for Economic Development. Despite City efforts to encourage employment-generating uses in the Sand Creek Focus Area in particular, the City continues to maintain an imbalance between the number of housing units and available high-quality jobs in the City. In furtherance of the City’s efforts to encourage economic development and employment generating uses in the City, Developer shall pay Two Million Five Hundred Thousand Dollars (\$2,500,000) to the City to be used for economic development purposes in the City, in the City’s sole and absolute discretion (the “**Economic Development Payment**”). The Economic Development Payment shall be due and payable in three equal payments due at the following triggers: (i) upon recordation of the first final map; (ii) issuance of the 250th building permit, and (iii) issuance of the 500th residential building permit.

ARTICLE 3 COVENANTS OF THE CITY

3.1 Obligations of City Generally. The City shall act in good faith to accomplish the intent of this Agreement. City shall cooperate with Developer so that it receives the benefits of and the rights vested by this Agreement, including obtaining from other governmental entities necessary or desirable permits or other approvals for the Project.

3.2 No Conflicting Enactments. The City may adopt new or modified rules, regulations or official policies after the Effective Date, and such new or modified rules, regulations, or official policies shall be included within the Applicable Law; provided, however, such new or modified rules, regulations, or official policies (whether adopted by action of City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be applicable to the Project, and/or to any development on the Subject Property, only to the extent that such application does not modify the Project, does not prevent or impede development of any portion of the Property pursuant to Applicable Law, and does not conflict with this Development Agreement. Any new or modified rule, regulation or official policy (whether adopted by action of the City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be deemed to conflict with this Development Agreement if it seeks to accomplish any one or more of the following results, either with specific reference to the Project or to any development of the Property, or as part of a general enactment that would otherwise apply to the Property:

3.2.1 Reduce the density or intensity of the Property as allowed by the Applicable Law;

3.2.2 Reduce the density or intensity of development allowed on the Property under the Applicable Law;

3.2.3 Change any General Plan or Zoning Code land use designation or permitted use of the Property as described in the Applicable Law;

3.2.4 Require, for any work necessary to develop the Project on the Property, the issuance of permits, approvals, or entitlements by City other than those required by Applicable Law; or

3.2.5 Materially limit the processing of, the procuring of applications for, or approval of Project Approvals.

Nothing in this Agreement shall restrict the City's discretion to impose conditions of approval on one or more vesting tentative maps that must be approved as part of the Project in accordance with the Subdivision Map Act and the Subdivision Ordinance.

3.3 Permitted Uses. The permitted uses of the Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings are as set forth in the Project Approvals, which City confirms and vests by this Agreement.

3.4 Life of Project Approvals. By approval of this Agreement, City extends and vests the term of any vesting tentative map included in the Project Approvals for the Term (including any subsequent extensions). The Term and the term of any vesting tentative map shall be extended automatically by a time period equal to the sum of any periods of time during which a development moratorium, as defined in Section 66452.6(f) of the Subdivision Map Act (the "**Map Act**"), is in effect. The term of each Project Approval shall expire no sooner than (a) this Agreement or (b) the term otherwise applicable to the Project Approval if this Agreement were not in effect, whichever occurs later. The City shall not require Developer to enter into any subdivision or other agreement that is inconsistent with this Agreement or the Project Approvals, provided however that the Parties agree and understand that the vesting tentative maps will include conditions of approval in addition to those included in the Project Approvals, and Developer will be required to enter into Subdivision Improvement Agreements as set forth in Section 2.5 above. The City shall allow Developer to file multiple final maps in accordance with Section 66456.1 of the Map Act.

3.5 Conflict of City and State or Federal Laws. In the event that federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Development Agreement, each Party shall provide the other Party with written notice of such federal or state law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Development Agreement. The Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Development Agreement so as to comply with such federal or state law or regulation. City, without the obligation to incur costs or liability, shall reasonably cooperate with Developer in securing of any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this section.

3.6 Life of Legislative Approvals and Project Approvals. The term of any Project Approval shall be automatically extended for the longer of the Term of this Development Agreement or the term otherwise applicable to such Legislative Approval or Project Approval.

3.7 Timing of Construction and Completion. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project will be constructed. The Parties agree that there is no requirement that Developer initiate or complete construction of the Project within any particular period of time, or at all, and City shall not impose such a requirement on Developer, the Property, or any Project Approval. In light of the foregoing, the Parties agree that Developer may construct the Project at the rate and time Developer deems appropriate within the exercise of its reasonable business judgment, subject to Applicable Law and the terms of this Agreement. Further, Developer may implement the Project in phases, from east to west, and from north to south, in Developer's reasonable discretion.

3.8 Processing Project Approvals. Upon submission by Developer of any application for a Project Approval, City shall cooperate and diligently work to promptly process, consider, and approve such application, and shall apply only Applicable Law and any applicable federal or state laws. City shall retain its discretionary authority in its consideration of any and all Project Approvals that involve discretionary decisions; provided, however, such consideration shall be regulated solely by the Applicable Law, any applicable federal or state law, and this Development Agreement.

3.9 Eminent Domain. Developer shall obtain all real property interests necessary to allow it to construct improvements required by the Project Approvals and this Agreement, and any subsequent approvals. Notwithstanding the foregoing, in the event an affected property owner has rejected an offer by Developer, based upon fair market value as determined by an appraisal prepared by a certified appraiser approved by the City, the City shall assist Developer upon its request in obtaining any real property interests necessary for the public improvements. Specifically, the City shall promptly negotiate and seek to purchase of the necessary property, including the possible consideration of the City's use of its power of eminent domain to acquire such real property interests. Developer shall pay all costs associated with any acquisition or condemnation proceedings, subject to reimbursement of pro rata share from other benefiting landowners.

3.10 Formation of Services Community Facilities District(s).

3.10.1 The City agrees that upon receipt of Richland's written request and application and the deposit with City of sufficient funds to pay the City's costs to undertake the proceedings to establish any particular CFD, City shall conduct proceedings to establish the respective CFD(s) and Richland shall cooperate in the conduct of such proceedings. Richland acknowledges that this Agreement cannot obligate the City Council to establish the CFD(s) at the conclusion of those proceedings. If adopted, a Facilities CFD Tax levied by such CFD (the "**Facilities CFD Tax**") shall be authorized to be levied on assessor's parcels in the CFD for which a building permit for residential construction and a certificate of occupancy or final inspection has been issued ("**Occupied Residential Property**") within each CFD to fund, in order of priority: (a) administrative expenses of the CFD; (b) scheduled debt service on bonds for the CFD that are issued to fund eligible public facilities (including, as may be permitted by the City, public facilities

in lieu of Contributions); (c) replenishment of a reserve fund for the bonds; and (d) on a pay as you go basis, eligible public improvements and public facilities funded through eligible fee programs (including, as may be permitted by the City, public facilities in lieu of Contributions) including acquisition of right-of-way. The annual Facilities CFD Tax amount shall be increased each fiscal year, beginning with the fiscal year following the formation of the CFD, by a percentage equal to two percent (2%) of the prior year's levy.

3.10.2 Facilities CFD Tax shall only be authorized concurrent with, or subsequent to, the authorization of taxes levied on the Property by CFD No. 2018-01, CFD No. 2018-02 and the Fire Services CFD (collectively, the “**City Public Services/Public Safety Tax**”), and under no circumstances shall Facilities CFD Tax be authorized before, or without the concurrent authorization, of the City Public Services/Public Safety Tax.

3.10.3 City agrees that the maximum effective tax rate for assessor's parcels within each CFD, including without limitation, Facilities CFD Tax and City Public Services/Public Safety Tax, may not exceed two percent (2.0%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the CFD and the Rate and Method of Apportionment.

3.10.4 City agrees to use reasonable efforts to develop and implement the CFD(s) subject to public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings for CFD(s). Richland and City acknowledge and agree that the establishment of a CFD for facilities and services and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies.

3.11 In the event that a CFD for facilities is established as outlined above, City agrees to participate at Richland's written request in the formation of a Joint Community Facilities Agreement (“**JCFA**”) with Antioch Unified School District, Contra Costa County, and/or any special district within the County (i.e., East Bay Regional Parks District or the County Flood Control District) for the financing of public improvements or development impact fees required in connection with the development of the Property.

3.12 Vested Development Rights. The City confirms and grants to Developer the vested right to pursue the Project in accordance with the Applicable Law and Project Approvals (once they are granted), and the provisions of this Development Agreement, including, without limitation, Developer's vested right to develop the Project on the Property. In the event of any conflict or inconsistency between this Development Agreement and the Applicable Law or between this Development Agreement and any Project Approvals, this Development Agreement shall prevail and control to the fullest extent legally possible. This Agreement shall be enforceable as set forth in Section 10.2 below. No subsequently adopted ballot measures or initiatives shall have any application to the Property or Project unless expressly consented to by the Developer.

ARTICLE 4 CITY RESERVATIONS OF AUTHORITY

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

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

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

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

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

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

ARTICLE 5 AMENDMENT

5.1 Amendment to Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Project Approvals (hereafter in this ARTICLE 6, an "**Approval**") may, from time to time, be amended or modified in the following manner.

5.1.1 Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to an Approval, the Director of Community

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

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

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

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

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

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

ARTICLE 6 ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

6.1 Assignment of Interests, Rights and Obligations. Nothing herein limits the right of Developer to freely alienate or transfer all or any portion of the Property. However, Developer may only transfer or assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto (a “**Transfer**”), subject to the requirements for City’s consent set forth in this ARTICLE 6, to any third party who acquires an interest or estate in the Property or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or improvements (a “**Transferee**”). City consent shall not be required if Developer transfers all or a portion of the Subject Property to an Affiliated Party. An “**Affiliated Party**” is defined as any corporation, limited liability company, partnership or other entity that is controlling of, controlled by, or under common control with Developer, and “**control**,” for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

6.2 Transfer Agreements.

6.2.1 Written Agreement. In connection with a Transfer by Developer (other than a Transfer by Developer to an Affiliated Party (as defined in Section 6.1), to a Mortgagee (as defined below in 6.4) or to a Home Purchaser (as defined below in 6.3)), Developer and the Transferee shall enter into a written agreement (a “**Transfer Agreement**”), with City’s consent in writing to the Transfer, regarding the respective interests, rights and obligations of Developer and the Transferee in and under the Agreement and the Project Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement or the Project Approvals that pertain to that portion of the Project being transferred, as described in the Transfer Agreement, provided that the Transferee expressly assumes such obligations, (ii) transfer to the Transferee vested rights to improve and use that portion of the Project being transferred, and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. Developer shall notify the City in writing that it plans to execute a Transfer Agreement at least 60 days in advance of the execution date and provide City with such information as may be required by City to demonstrate the Transferee’s qualifications and financial ability to complete the Project. City shall have 30 days from the date of such notice to review the information and provide a determination to Developer. City shall not withhold its consent unless the City reasonably determines that the Transferee, or an entity with similar or related ownership or control as Transferee, is or has been a party to litigation filed against the City or if the Transferee lacks the financial ability to complete the Project. If City does not consent to the Transfer, City shall provide its reasons in writing and shall meet with Developer in good faith to determine what additional information may be necessary for City to provide its consent. Such a process shall not extend beyond a 30 day period.

6.2.2 Binding. Any Transfer Agreement shall be binding on Developer, the City and the Transferee, but shall not release Developer absent express language in the Transfer Agreement. Upon recordation in the Official Records of Contra Costa County of any Transfer Agreement, Developer shall be released from those obligations assumed by the Transferee therein, subject to the provisions of 6.2.1 above.

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

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

6.4.1 Mortgagee Not Obligated. The provisions of 6.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the Project, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

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

ARTICLE 7

COOPERATION IN THE EVENT OF LEGAL CHALLENGE, INDEMNITY

Developer, as the real party in interest, shall defend, indemnify, and hold harmless the City, with legal counsel reasonably acceptable to the City Attorney, in any action brought by a third party to challenge concerning: (a) the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Development Agreement; (ii) the procedures utilized in or the sufficiency of the environmental review associated with this Development Agreement; and (iii) the implementation of this Development Agreement through such further actions, measures, procedures, and approvals as are necessary to satisfy the Development Agreement's requirements. Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not be unreasonably

withheld, conditioned, or delayed. Developer shall pay all costs, damages, attorney's fees, and other court-ordered costs awarded to any third party in any legal action in which Developer's duties to defend, indemnify, and hold the City harmless arise under this Article. The City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of such action.

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

ARTICLE 8 DEFAULT; TERMINATION; ANNUAL REVIEW

8.1 Default.

8.1.1 Remedies in General; No Damages. Except as provided in Section 2.6.1, City and Developer agree that, as part of the bargained for consideration of this Agreement, in the event of default by either Party, the only remedy shall be declaratory relief or specific performance of this Agreement. In no event shall either Party, or any of their officers, agents, representatives, officials, employees or insurers, be liable to the other Party for damages, whether actual, consequential, punitive or special, for any breach or violation of this Agreement. The Parties agree that any action or proceeding to cure, correct or remedy any default or to enforce any covenant or promise under this Agreement shall be limited solely and exclusively to the remedies expressly provided. Following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 9 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. As noted above, in no event shall either Party be liable for any damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

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

not cured, then a default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available.

8.1.3 Procedure for Default by Developer. If Developer is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in ARTICLE 9 below, City may institute legal proceedings against Developer pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Developer pursuant to California Government Code Section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code Sections 65865, 65867 and 65868 by the City Council within 60 calendar days following the date of delivery of such notice (the “**Default Hearing**”). Developer shall have the right to offer written and oral testimony prior to or at the time of the Default Hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Developer by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Developer files an action to challenge City’s termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City’s termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section 8.1.3 shall not be interpreted to constitute a waiver of Section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

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

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

8.3 Annual Review. Throughout the Term, at least once every 12 months, City may request that Developer provide City with a written report demonstrating its good-faith compliance with the terms of this Agreement (the “**Written Report**”). The City Manager and City Attorney shall review the Written Report to determine whether Developer is in good-faith compliance with the terms of the Agreement and, if they have concerns about Developer’s compliance, shall schedule a review before the City Council (the “**Periodic Review**”). At least 10 days prior to the Periodic Review, the City shall provide to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review (and, to the extent practical, related exhibits) concerning Developer’ performance. Developer shall be permitted an opportunity to respond to the City’s evaluation of Developer’s performance, either orally at a public hearing or in a written statement, at Developer’s election. Any written response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Developer has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within two months, or (b) notify Developer in writing of the City’s determination after a Periodic Review, then it shall be conclusively presumed that Developer has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

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

ARTICLE 9 DISPUTE RESOLUTION

9.1 Dispute; Confidentiality. Any controversy or dispute arising out of or related to this Agreement, or the development of the Project (a “**Dispute**”), shall be subject to private negotiation among the Parties, and if then not resolved shall be subject to non-binding mediation followed by litigation, if necessary, as set forth below. Each Party agrees that any Dispute, and all matters concerning any Dispute, will be considered confidential and will not be disclosed to any third-party except (a) disclosures to a Party’s attorneys, accountants, and other consultants who assist the Party in the resolution of the Dispute, (b) as provided below with respect to the mediation,

and (c) as otherwise required by law, including without limitation, the California Public Records Act.

9.2 Private Negotiation. If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within 30 days from a written request for a negotiation, then the Dispute shall be submitted to mediation pursuant to 9.2.

9.3 Mediation. Within 30 days following the written request to negotiate, either Party may initiate non-binding mediation (the “**Mediation**”), conducted by JAMS, Inc. (“**JAMS**”) or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 30 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 30 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator’s fees and expenses, but each Party shall pay its own attorneys’ and expert witness fees and any other associated costs.

9.4 Injunction. Nothing in this ARTICLE 9 shall limit a Party’s right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

ARTICLE 10 MISCELLANEOUS

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

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

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

10.4 Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to this Agreement or the Project Approval, as it may

be amended from time to time. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

10.5 Covenants Running with the Land. Subject to the Transfer provisions in ARTICLE 6, all of the provisions contained in this Agreement shall be binding upon and benefit the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of, or interest in, the Property, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property and is for the benefit of and binding upon the Developer, and each successive owner of all or a portion of the Property, during its ownership of such property.

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

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

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

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

If to City, to: City of Antioch
Attention: City Manager
200 H Street
Antioch, CA 94509
Telephone: (925) 779-7011

With a mandatory
copy to: City Attorney
City of Antioch
200 H Street
Antioch, CA 94509
Telephone: (925) 779-7015

If to Developer, to: Richland Planned Communities, Inc.
Attention: Kyle Masters
3000 Lava Ridge Drive, Suite 115
Roseville, CA 95661
Telephone: (916) 772-3330

With a mandatory
copy to: Richland Planned Communities, Inc.
Attention: General Counsel
3161 Michelson Drive, Suite 425
Irvine, CA 92612
Telephone: (949) 261-7010

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

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

Exhibit A Property Description

Exhibit B Roadway and Circulation Improvements

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

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

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

CITY:

City of Antioch, a municipal corporation

By: _____
Ron Bernal, City Manager

DEVELOPER

Richland Planned Communities, Inc., a California corporation

By: _____
John Troutman, Vice President

APPROVED AS TO FORM:

EPC HOLDINGS 820, LLC, a Washington limited liability company

By: _____
Thomas Lloyd Smith, City Attorney

By: _____
John Troutman, Vice President

AMERICAN SUPERIOR LAND, LLC, a Delaware limited liability company

ATTEST:

By: _____
John Troutman, Vice President

By:

APPROVED AS TO FORM:

Arne Simonsen, CMC, City Clerk

By: _____
Katherine J. Hart, Land Use Counsel

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

ROADWAY AND CIRCULATION IMPROVEMENTS

In addition to those roadway and circulation improvements to be constructed and/or dedicated by Developer as conditions of the vesting tentative maps to be approved for the Project, Developer shall construct the following improvements:

- Developer shall construct, at Developer's cost, Sand Creek Road as a two-lane roadway (one lane in each direction) from Deer Valley Road easterly to Dozier Libbey Road along the ultimate alignment of Sand Creek Road. Construction of such two lanes shall be completed prior to issuance of the 421nd residential building permit within the Project. Further, in the event that the interior two lanes of this segment of Sand Creek Road are added as a project to be funded through the East Contra Costa Regional Fee and Financing Authority ("**ECCRFA**") transportation development impact fee program (the "**Fee Program**"), and the ECCRFA Board designates the Sand Creek Road extension, including this segment, as the next priority project behind the James Dolan extension project to be funded through the Fee Program, or in the alternative if ECCRFA has funded all other projects in the Fee Program with funding priority over the Sand Creek extension prior to the issuance of the 600th building permit for the Project, Developer shall construct two additional lanes to complete Sand Creek between Deer Valley Road and Dozier Libbey Road as a complete four lane arterial to match with proposed improvements for Tentative Subdivision Map 9249. Developer shall acquire and pay for all necessary right of way for said improvements, provided that Section 3.9 of this Agreement shall apply to such acquisition. As these improvements would provide benefit for other development projects in the area, City shall require that property owners that apply for future discretionary entitlements for property abutting this segment of Sand Creek Road, as a condition of approval for said discretionary entitlements, shall reimburse Developer for the cost of improvements abutting their property that the City would otherwise require to be constructed by the abutting property owner. Developer may also seek fee credits and/or reimbursement from ECCRFA for the construction of the interior two lanes of this segment, if it is added to the Fee Program. If required to be constructed pursuant to this paragraph, the exterior two lanes shall be completed and open to public use prior to the earlier of issuance of the 600th building permit for the Project or completion of Sand Creek Road as a four-lane arterial from Dozier Libbey Road to Highway 4.
- Developer shall construct, at Developer's cost, Sand Creek Road as a complete four-lane arterial from Deer Valley Road westerly to Dallas Ranch Road with two large radius roundabouts. Timing of construction of these improvements shall be as outlined in the Transportation Element of the Draft EIR prepared for the Project and location of the roundabouts shall be determined as part of the vesting tentative map approval for the Project. These improvements are developer's financial responsibility.

ATTACHMENT C
GENERAL PLAN AMENDMENT RESOLUTION

**CITY COUNCIL
RESOLUTION NO. 2020-****

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE GENERAL PLAN AMENDMENTS FOR THE RANCH PROJECT**

WHEREAS, the City of Antioch ("City") received an application from Richland Planned Communities, Inc. ("Applicant") seeking City approval of the following: a General Plan Amendment for purposes of amending the City of Antioch General Plan Land Use Map, General Plan Text, Circulation Element, and Housing Element; a Planned Development Rezone; a Master Development Plan, Design Guidelines, and Resource Management Plan; and a Development Agreement for the development of up to a 1,177 unit planned residential community on approximately 553.5 acres, known as The Ranch Project ("Project") (GP-20-01, MDP-20-01); and

WHEREAS, the project site is in the southeastern section of the City of Antioch, on the western side of State Route 4 and is within the Sand Creek Focus Area of the General Plan west of Deer Valley Road along Sand Creek (APNs 057-010-002, 057-010-003, and 057-021-003); and

WHEREAS, A Final Environmental Impact Report and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on July 1, 2020 and City Council on July 28, 2020; and

WHEREAS, the City Council certified the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program; and

WHEREAS, Section 65358 of the California Government Code provides for the amendment of all or part of an adopted General Plan; and

WHEREAS, the primary purpose of the General Plan Amendment is to ensure consistency between the City of Antioch General Plan and the Project; and

WHEREAS, the project requires amendment to the General Plan text in the Land Use Element, Circulation Element and Housing Element. In addition, the Land Use Map and Circulation Map require amendment. The primary purpose of the amendments is to identify the Restricted Development Area and Limited Development Area identified by the proposed project and the appropriate development within each area. The Circulation Element Amendment relocates the location of Sand Creek Road to the north of Sand Creek. The proposed Housing Element amendments clarify prior projects showing Executive Housing are no longer viable and that Executive Housing may be provided on The Ranch project site. The proposed General Plan amendments in the Sand Creek Focus Area promotes the City's ability to provide diverse housing types to satisfy the

Regional Housing Needs Allocation and fulfill City objectives as expressed in the Housing Element; and

WHEREAS, the proposed project site is of adequate size to accommodate the proposed development; and

WHEREAS, the proposed project will provide adequate infrastructure to accommodate the proposed development; and

WHEREAS, the City Council duly gave notice of public hearing as required by law and on July 28, 2020 held a public hearing on the matter, and received and considered evidence, both oral and documentary.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby make the following findings for approval of the General Plan Amendment:

1. The proposed project conforms to the provisions and standards of the General Plan in that the proposed amendment is internally consistent with all other provisions of the General Plan and does not conflict with any of the previously adopted Goals, Policies and Programs of the General Plan; and
2. The proposed Amendment is necessary to implement the goals and objectives of the General Plan in that it will further implement the City of Antioch Housing Element; and
3. The proposed Amendment will not be detrimental to the public interest, convenience, and general welfare of the City in that the Amendment will result in a logical placement of land uses consistent with the overall intent of the General Plan; and
4. The proposed project will not cause environmental damage in that the project prepared The Ranch Project Final Environmental Impact Report and Mitigation Monitoring and Reporting Program which mitigated environmental impacts to the extent feasible. For significant and unavoidable impacts, the Planning Commission recommended the City Council adopt a Statement of Overriding Considerations; and
5. The Proposed General Plan Amendment will not require changes to or modifications of any other plans that the City Council adopted before the date of this resolution.

NOW THEREFORE BE IT FURTHER RESOLVED that the City Council hereby adopts the General Plan Amendment (GPA-20-01) of the text of the General Plan Land Use, Circulation, and Housing Elements as shown in Exhibit A and of the Land Use and Circulation maps as shown in Exhibit B.

* * * * *

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 28th day of July, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A
PROPOSED GENERAL PLAN TEXT AMENDMENT

Please note that new text is shown in bold, underline format and deleted text is shown as strike-through.

A. LAND USE ELEMENT AMENDMENTS.

4.2 GOALS OF THE LAND USE ELEMENT

To provide for a sustained high quality of life and ensure that new development occurs in a logical, orderly, and efficient manner, it is the goal of the Land Use Element to accomplish the following:

- *Maintain a pattern of land uses that minimizes conflicts between various land uses, and promotes rational utilization of presently undeveloped and underdeveloped land, and supports the achievement of Antioch's vision for its future.*

Defining the appropriate uses of land within the General Plan study area in a manner supportive of achieving the vision Antioch has established for its future is at the crux of the Land Use Element. The Land Use Element is responsive to the City's vision because it:

- Promotes expansion of the local employment base and achievement of a balance between local employment and housing. The Land Use Element provides for a wide variety of office-based and industrial employment, including heavier industrial uses along the San Joaquin River, rail-served industries, light industrial uses, commercial services, and retail businesses, and mixed use business and office parks.
- Opens up additional choices of living environment for families. The Land Use Element provides for executive housing in planned community settings, traditional single-family subdivisions, amenity-rich middle to upper end attached housing **and age-restricted housing for seniors**, high-density housing in transit-oriented, downtown, and mixed-use settings.
- Provides for the revitalization of the Downtown area and waterfront, integrating General Plan policies with revitalization planning efforts undertaken by the City.
- Provides opportunities for achieving quality design and avoiding the relentless sameness present in many suburban communities.
- Aids in stimulating economic revitalization in areas that are having difficulty competing with larger and more diversified development sites in Antioch and other communities.
- Stimulates new options for development at key entry points into the community.

In defining appropriate uses, the Land Use Element addresses the future uses of lands that are currently undeveloped, and also sets forth desired changes in existing land uses and development intensities. In most cases, the Land Use Element recognizes existing land uses and development densities, and may recommend urban design improvements. In some cases, such as along the "A" Street corridor north of the SR4 freeway, the Land Use Element proposes changes in basic land use types. In other cases, such as existing residential areas within Downtown, the Land Use Element recommends increases in the overall development intensity of existing land uses. Each of the recommendations contained in the Land Use Element are intended to result in a harmonious pattern of land uses directed toward meeting community objectives and needs.

- *Establish a land use mix which serves to develop Antioch into a balance community in which people can live, work, shop, and have recreation without needing to leave the City.*

The Land Use Element designates lands, and open space and recreational lands. Residential and employment-generating land use designations are intended to include lands providing housing and employment opportunities for executives, managers, and professionals; highly skilled, semi- skilled, and unskilled workers; and retail and service workers. Residential land use designations are intended to provide housing opportunities for all economic segments of the community, **including seniors**, as well as for the special needs groups identified in the Housing Element. The Land Use Element seeks an array of shopping and commercial service opportunities to meet the needs of Antioch residents and businesses, including daily convenience shopping along with large-scale commercial centers for community and regional markets. The Land Use Element aims to provide a sufficient inventory of lands for public, institutional, and recreation uses, and seeks to preserve needed open space areas.

- *Establish an overall design statement for the City of Antioch.*

As important as is defining the pattern of future land uses is maintaining and enhancing Antioch's character and providing a pleasing visual experience to residents and visitors. Thus, Antioch's Land Use Element incorporates "urban design" concepts aimed at ensuring that the built environment is a physical expression of desired community character.

4.4.1.1 Residential Land Use Designations.

~~Six~~ **Eight** residential land use designations are set forth to provide for development of a full range of housing types, in conjunction with residential development within General Plan Focus Areas. Permitted maximum land use and anticipated population densities are described for each designation. Densities are stated as the maximum permissible number of dwelling units per net acre that exists within the project site prior to any new dedication requirements. Density is assumed to accrue only to lands that are "developable." Developable acres are those that are not encumbered by prior dedications of easements or rights-of-way, and are not so steep (generally over 25%), unstable, floodprone or subject to other hazards as to be unable to support new development. Achievement of the maximum allowable density is neither guaranteed nor implied by the General Plan. The final density of any particular residential development type is dependent upon development design; any physical, geological, or environmental constraints that might be present within the site; available infrastructure and services; and other factors. The development standards that are established in the Antioch zoning ordinance might also limit attainment of maximum allowable densities.

Second units on a residential lot and home occupations are permitted by local regulation. Provision of density bonuses as allowed by State law and City ordinance may result in development densities in excess of the nominal maximum density for any land use designation.

Estate Residential. Estate Residential land uses are planned as a transition between urban and rural areas, and for areas that are not suited for a more intensive form of development because of topography, geologic conditions, or urban service limitations. Estate Residential areas will also serve to provide "executive" housing on large lots, thereby expanding the community's range of housing types.

On designated lands where topography is not limiting, the representative form of development would be single-family homes on lots that average one acre in size.

For properties so designated that are situated in steeper hillside settings, clustering of units and utilization of other hillside development techniques are anticipated and encouraged. The final approved and built density on lands in the Estate Residential land use designation should reflect the location of these lands as low-density residential transition areas between the urbanized Antioch and the undeveloped Mount Diablo Range of hills.

Since this designation is planned at the urban/non-urban interface, the type and level of development may require different construction standards, such as narrower street widths with parking along only one side of the street or no on-street parking, greater setbacks, limited sidewalk areas, etc. Development may require a different level of services than that required for strictly urban land uses. Projects that minimize the demand for urban services and provide major funding for construction of needed service facilities would be appropriate.

Environmental constraints such as steep slopes, riparian habitats, unstable soil conditions, sensitive flora and fauna, and visual prominence are often found on lands with the Estate Residential designation. These constraints may make development of these areas extremely sensitive, and could require creative and imaginative site planning in all projects. The steepness of the slopes and the visual prominence of these areas make many of these resources important public amenities to be preserved for all of the citizens of Antioch. Finally, as these areas will serve as a buffer between the urbanized City of Antioch and the undeveloped open space to the southwest, development must be at a level, which serves as an appropriate transition between urban and non-urban environments.

Development in this category is generally limited to a maximum of one (1) unit per gross developable acre, unless a density of two (2) units per developable acre is specified on the General Plan land use map or in Focus Area policies. Overall, residential developments within the Estate Residential land use category should provide large lots, and project a semi-rural character.

Neighborhood entry signage is encouraged to create a sense of community, and define Estate Residential neighborhoods as special places. Within hillside areas, dwelling units should be clustered on land that is relatively flat, and no development should occur on slopes exceeding 20 percent. Due to the unique nature of these areas, a clustering of units may be needed to accommodate the unit yield and still maintain the topographic uniqueness of the area. ~~Developments in these areas should be oriented around a major amenity that increases public exposure to the more hilly terrain. Examples of such amenities include golf courses and equestrian centers.~~

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: One dwelling unit per developable acre (1 du/ac) or two dwelling units per developable acre (2 du/ac)
- Anticipated Population per Acre: Four (4) to eight (8) persons per acre

Restricted Development Area. The Restricted Development Area designation allows for the following land uses: Rural Residential, Agriculture, and Open Space. This designation, typically involving large parcels, protects agriculture, grasslands, and open space, as well as permitting housing in rural areas. The maximum house size with accessory buildings is 6,000 square feet. The minimum legal parcel size shall be 80 acres.

The following uses only, and their normal and appropriate accessory uses and developments, may be permitted by the City in the Restricted Development Area, provided however that all use and development must

comply with the provisions of the General Plan and with other City plans and ordinances:

- (a) One single family dwelling unit on a parcel, secondary dwelling units required by state law, and housing occupied only by bona fide farm workers employed on the parcel or on a farm or ranch which includes the parcel;
- (b) Rental of rooms to lodgers, including board, not exceeding four lodgers in a residence;
- (c) In-home occupations and offices, secondary to residential use and conducted primarily by residents of a parcel;
- (d) Agriculture, including grazing, arboriculture, horticulture, viticulture, research and breeding, rearing, care, use and sale or rental of ruminants, pigs, poultry and bees, but not including feedlots unless most of the feed over a calendar year will be grown in the Restricted Development Area; provided, however, only small scale dairy farms, pig farms, poultry ranches, vineyards, Christmas tree farms and nurseries may be permitted. Agriculture uses shall not cause unnecessary or unreasonable environmental harm, including air or water pollution, noise, or odor;
- (e) Processing, storage or sale of agricultural produce, most of which over a calendar year is grown in the Restricted Development Area, that has no substantial deleterious effects on the environment, but not including freezing facilities or slaughterhouses;
- (f) Breeding, rearing, boarding, training, care, use and sale or rental of horses, dogs and other animals not covered in paragraph (d), provided that any activity does not cause unnecessary or unreasonable environmental harm, including air or water pollution, noise, or odor;
- (g) Low-intensity outdoor recreation, exercise, and pastimes predominantly for active participants, not spectators, and subordinate auxiliary uses and development, including camps, picnic facilities, provision of food and drink, and safety and sanitary services; these permissible uses and developments do not include, among other things, amusement or theme parks, golf courses, firearm ranges, stadiums or arenas (except equestrian riding rings), motor vehicle tracks, courses or facilities for off-road use, or recreational vehicle parking (other than vehicles for the personal use of the owner of the parcel) for more than 14 days within a month. Uses and developments permitted under this paragraph shall be compatible with a rural environment and not contribute significantly to pollution, noise, or other environmental harm;
- (h) Institutional and other non-profit uses that predominantly serve permitted uses in the Restricted Development Area and adjacent areas, except cemeteries, and facilities for convalescence, rehabilitation and hospice care for not

more than six (6) patients, that do not substantially impair the environment;

- (i) Government and public utility uses that are limited to meeting needs created by permitted uses in the Restricted Development Area, except to the extent the City Council reasonably finds substantial public need that cannot practicably be met outside the Restricted Development Area, that do not unnecessarily or unreasonably impair the environment. However, this exception shall not apply to waste disposal, processing or treatment, or to electrical power production or transmission primarily for sale. The Antioch Unified School District may build and use school facilities. Publicly provided outdoor recreation and pastimes and subordinate auxiliary facilities are permitted if similar private uses and development would be allowed;
- (j) Occasional short-term events related to agriculture, animals or outdoor recreation that do not cause significant environmental harm.

Areas of Special Environmental Concern on Lands Designated Rural Residential, Agriculture, Open Space

- (a) Wetlands: Development or use, except for permissible flood control, is not permitted if by itself or in conjunction with other development or use it would reduce appreciably the quantity or biological quality of wetlands. "Wetlands" are areas permanently or periodically covered or saturated by water, including vernal pools, where hydrophytic vegetation is present under normal conditions, or soils are primarily hydric in nature, or are designated as wetlands by federal or state law.
- (b) Stream Corridors: Development or use is not permitted if by itself or in conjunction with other development or use it would impair appreciably the quantity or quality of water or of native vegetation in a stream corridor, except for permissible flood control, stock ponds, or preservation of special status species. "Stream corridors" are areas within 200 feet of the centerline of a permanent or intermittent stream.
- (c) Grasslands: In permitting uses and developments, the City shall act to preserve a viable, continuous grassland corridor between Black Diamond Mines Regional Preserve and Cowell Ranch (Marsh Creek) State Park.
- (d) Wildlife: No development or use is permitted that by itself or in conjunction with other development or use would reduce appreciably the number, prevent the recovery in number, or impair the genetic variability of one or more special status species.
- (e) Steep Slopes: No building may be located, in whole or in part, on a slope of 20% or more, unless there is no other site on a parcel. No building may be located on a site that cumulatively has access for more than 50 feet over a slope of 20% or more, unless there is no other site on a

parcel. No grading may take place on a slope of 20% or more unless necessary to maintain fire roads or provide access to a permitted residence. Cultivated agriculture may not be conducted on a slope of 20% or more. Slope percentages are based on the steepness of slopes in their natural, unaltered state, and are calculated by dividing altitude increase over each 20 feet of vertical slope by 20.

Development Envelopes on Lands Designated Rural Residential, Agriculture, Open Space

All buildings on a parcel must be located within a contiguous area, as compact as reasonably practicable, not to exceed two (2) acres, except for buildings that the Council finds must necessarily be located outside that area for permitted agricultural use, processing, storage, or sale of agricultural produce, breeding, boarding, rearing, care, training, use or sale or rental of animals, outdoor recreation, exercise and pastimes, institutional or other non-profit uses, government or public utility use, and short-term events.

Maximum Floor Areas on Lands Designated Rural Residential, Agriculture, Open Space

- (a) The maximum aggregate floor areas for all floors in all buildings on a parcel, except basement and cellar floors, may not exceed 10,000 square feet; residential and residential accessory building floors may not exceed 6,000 square feet of this maximum.
- (b) The City Council may increase the maximum floor area by up to 20,000 square feet, in aggregate, if necessary for agricultural use, processing or storage of produce, breeding, rearing, boarding, training, care and use of animals, outdoor recreation, exercises or pastimes, institutional or other non-profit uses, government or public utility use, or short-term events.

Visual Safeguards on Lands Designated Rural Residential, Agriculture, Open Space

- (a) New or reconfigured parcels must be created or drawn, to the extent practicable, to minimize visibility of development from roads, parks and other public places. Structures may not be located on or within 150 feet of any ridgeline or hilltop, or where they will project into the view of a ridgeline or hilltop from public places, unless there is no less intrusive site on the parcel or on a contiguous parcel in legal or de facto common ownership on or at any time subsequent to the date this Ordinance became effective. To the extent practicable, consistent with other provisions of the General Plan, structures shall be located, including by setbacks from parcel boundaries, on the part of a parcel that minimizes visibility from roads, trails, and other public places. Roads shall be consolidated and located, as practicable, where they are least visible from public places.
- (b) Development shall be subordinate to and blend harmoniously with the natural and open space qualities

of the area where located. The alteration of natural topography, vegetation, and other qualities by grading, surfacing, excavation, or deposition of material shall be allowed only to the extent necessary for permitted uses. Appropriate landscaping, design, and building materials shall be required by the City in all cases to reduce as much as practicable the visual impact of development. The height of buildings may not exceed 30 feet, except as necessary for agricultural use.

(c) Visibility of development from roads, parks, and other public places shall be determined from a reasonable, representative sample of vantage points that will accomplish the objectives of this Rural Residential, Agriculture, Open Space land use designation.

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: Typically less than one single-family dwelling unit per 80 acres (<1 du/ac)
- Anticipated Population per Acre: Typically less than one (1) person per acre

Limited Development Area. The Limited Development Area land use designation would allow the following land uses: Estate Residential, Low Density Residential, Medium Low Density Residential, Medium Density Residential, Convenience Commercial, Mixed Use, Public/Quasi Public, and Open Space.

Low Density Residential. These areas are generally characterized by single-family homes in traditional subdivisions. Areas designated Low Density Residential are typically located on gently rolling terrain with no or few geological or environmental constraints. The residential neighborhoods of southeast Antioch reflect this residential density.

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: Four dwelling units per gross developable acre (4 du/ac)
- Anticipated Population per Acre: Twelve (12) to Fourteen (14) persons per acre

Medium Low Density. These areas are generally characterized by single-family homes in typical subdivision development, as well as other detached housing such as zero lot line units and patio homes. Duplex development would generally fall into this development density. Areas designated Medium Low Density are typically located on level terrain with no or relatively few geological or environmental constraints. Older subdivisions within the northern portion of Antioch reflect this residential density.

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: Six dwelling units per gross developable acre (6 du/ac)
- Anticipated Population per Acre: Fourteen (14) to Eighteen (18) persons per acre

Medium Density Residential. A wide range of living accommodations, including conventional single-family dwellings, small lot single-family detached dwellings,

mobile homes, townhouses, and garden apartments, characterizes the Medium Density land use designation. Development in these areas can be expected to be a maximum of two (2) stories, and include generous amounts of public or open space for active and passive recreational uses. Lands adjacent to parks, commercial uses, transit routes and rail stations, and arterial roadways would be appropriate for the upper end of the allowable development intensity for this category. Other lands would serve as a buffer or transition between lower density residential areas and higher density residential and commercial areas, as well as areas exhibiting greater traffic and noise levels. At the higher end of the density range for this category, multi-family townhouse and apartment development is expected to be predominant. Where the Medium Density land use designation serves as a transition or buffer, lower density townhouse and small lot, single-family development would be the predominant uses.

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: Ten dwelling units per gross developable acre (10 du/ac)
- Anticipated Population per Acre: Twenty (20) to Twenty-five (25) persons per acre

High Density Residential. High Density Residential densities may range up to thirty-five (35) dwelling units per gross developable acre, with density bonuses available for age-restricted, senior housing projects. Two story apartments and condominiums with surface parking typify this density, although structures of greater height with compensating amounts of open space would be possible. This designation is intended primarily for multi family dwellings. As part of mixed-use developments within the Rivertown area and designated transit nodes, residential development may occur on the upper floors of buildings whose ground floor is devoted to commercial use. Permitted densities and number of housing units will vary, depending on topography, environmental aspects of the area, geologic constraints, existing or nearby land uses, proximity to major streets and public transit, and distance to shopping districts and public parks. The Zoning Ordinance will establish specific density limits at or below 35 units per acre for zoning districts that correspond with the High Density Residential designation. Higher densities will be allowed where measurable community benefit is to be derived (i.e., provision of needed senior housing or low and moderate income housing units). In all cases, infrastructure, services, and facilities must be available to serve the proposed density, and the proposed project must be compatible with surrounding land uses.

- Appropriate Land Use Types: See Table 4.A
- Maximum Allowable Density: Thirty-five (35) dwelling units per gross developable acre (35 du/ac) and up to a Floor Area Ratio of 1.25 within areas designed for mixed use or transit-oriented development.
- Anticipated Population per Acre: Forty (40) to seventy (70) persons per acre.

4.4.6.7 Sand Creek. The Sand Creek Focus Area encompasses approximately 2,712 acres in the southern portion of the City of Antioch (Figure 4.8).

This Focus Area is bounded by existing residential neighborhoods to the north, Black Diamond Mines Regional Preserve to the west, the city limits to the south, and the City of Brentwood to the east. Empire Mine Road and Deer Valley Road run in a general north-south direction through the Focus Area, dividing it roughly into thirds.

a. Purpose and Primary Issues. The Sand Creek Focus Area combines two existing policy and planning areas identified in the previous General Plan: the southern portion of “Focused Policy Area 18” and the entirety of Future Urban Area 1.” Previous General Plan policy tied the timing of development within this Focus Area to progressive build out of the land immediately to the north (the area generally known as Southeast Antioch), and to agreement on an alignment for the SR-4 bypass.

Through the 1990s, build out of Southeast Antioch was largely completed, an alignment for the SR-4 bypass was selected, and financing for construction of the bypass was developed. As a result, the City stepped up its planning efforts for the Sand Creek Focus Area with area landowners. Because of the multiple ownerships within the Sand Creek Focus Area, detailed coordination of access and infrastructure, along with the establishment of workable financing mechanisms was necessary in addition to land use planning.

Portions of Sand Creek, ~~as well~~ **such** as natural hillsides and canyons within the Sand Creek Focus Area, contain habitats for sensitive plant and animal species, as well as habitat linkages and movement corridors. Overall, the ~~western~~ **westernmost** portion of the Focus Area is more environmentally sensitive than the eastern portion in terms of steep topography, biological habitats and linkages, the existence of abandoned coal mines, and proximity to public open space at Black Diamond Mines Regional Preserve. The west end of the Sand Creek Focus Area serves as a linkage between two regionally significant blocks of grassland. Decades of urban and agricultural use have greatly reduced the width of this linkage, substantially increasing the ecological importance of the remaining linkage within the Sand Creek Focus Area. Land has been preserved in regional parks and permanent open space, primarily in extensive grassland to the immediate west and northwest, as well as south of the Sand Creek Focus Area. These preserves represent a significant investment of public resources, and are a valued public asset.

Stream and riparian communities occupy a small portion of the Focus Area, but are widely distributed. Because of their high biotic value, stream and riparian communities within the Focus Area are considered to be a sensitive resource. The Focus Area also includes an oak woodland and savanna community, which, because of its high wildlife value, is considered to be a sensitive resource.

b. Policy Direction. The environmental sensitivity of portions of the Sand Creek Focus Area was recognized in the City’s previous General Plan; however, policy direction was very general. As an example, the previous General Plan did not provide any indication of the maximum allowable development intensity for Future Urban Area 1. The previous General Plan also stated that while the area between Contra Loma Boulevard and Empire Mine Road was designated Estate Residential, “the actual density should be based on a development plan that ensures that the special characteristics of the area, including steep slopes, riparian habitat, and other environmental constraints, are accommodated.

The following policy discussion and policies for the Sand Creek Focus Area are intended to provide clear direction for the future development and environmental management of the area.

The Sand Creek Focus Area is intended to function as a large-scale planned community, providing needed housing and employment opportunities. This Focus Area is also intended to provide substantial employment opportunities. Up to approximately 280 acres are to be devoted to retail and employment-generating

uses, which will result in the creation of up to 6,500 jobs at build out. Residential development within the Sand Creek Focus Area will provide for a range of housing types, including upper income estate housing, ~~golf course-oriented~~ age-restricted housing for seniors, suburban single-family detached housing for families or for seniors, and multifamily development.

Residential development within the Limited Development Area will provide for a range of single-family housing types, including executive estate housing, age-restricted housing for seniors, suburban single-family detached housing for families or for seniors, as well as commercial uses, public and quasi-public uses, and substantial open space. Subject to the anticipated maximum General Plan build out in Antioch, as set forth in Table 4.B, the following land use designations shall apply to the Limited Development Area: "Estate Residential;" "Low Density Residential;" "Medium Low Density Residential;" "Medium Density Residential;" "Convenience Commercial;" "Mixed Use;" "Public/Quasi Public;" and "Open Space."

The following policies apply to development within the Sand Creek Focus Area.

- n. Single-Family Detached housing within suburban-style subdivisions with lot sizes ranging from 7,000 square feet to 10,000 square feet may also be developed within the Sand Creek Focus Area within areas shown as Residential and Low Density Residential in Figure 4.8. **Single-Family Detached housing within suburban-style subdivisions with minimum lot sizes ranging from approximately 5,000 square feet to 10,000 square feet may be developed within the Limited Development Area.** The anticipated population density for this land use type is up to eight to ~~twelve~~ **eighteen** persons per acre developed with residential uses.
- o. Small Lot Single Family Detached housing at the Aviano planned development and at the Vineyards at Sand Creek planned development with lots smaller than 7,000 square feet may be developed in the Sand Creek Focus Area **east of Deer Valley Road** within areas shown as Medium Low Density Residential and Low Density Residential in Figure 4.8. **Small Lot Single Family Detached housing within the Limited Development Area with minimum lot sizes from approximately 4,000 square feet may be developed within the Limited Development Area.** The anticipated population density for this land use type is fourteen to eighteen persons per acre developed with residential uses.
- q. Age-restricted senior housing should be developed within the Focus Area as a means of expanding the range of housing choice within Antioch, while reducing the Focus Area's overall traffic and school impacts. Such senior housing may consist of Single Family Detached, Small Lot Single Family Detached, of Multi-Family Attached Housing, and may be developed in any of the residential areas of the Sand Creek Focus Area, **including the Limited Development Area.** Within areas identified in Figure 4.8 specifically for senior housing, limited areas of non-senior housing may be permitted where environmental or topographic constraints would limit development densities to a range more compatible with estate housing than with senior housing.
- r. Areas identified as Public/Quasi Public and School in Figure 4.8, **and areas within the Limited Development Area,** are intended to identify locations for new public and institutional uses to serve the future development of the Sand Creek Focus Area. Development within these areas is to be consistent with the

provisions of the Public/Institutional land use category described in Section 4.4.1.4 of the Land Use Element.

B. CIRCULATION ELEMENT AMENDMENTS.

7.1.1 Existing Roadway Network

State Route (SR) 4 and SR 160 provide direct access to Antioch. SR 4 runs east-west connecting Antioch with Oakley, Brentwood, Pittsburg, 1-680, Martinez, Pinole, and 1-80. SR 4 is a divided freeway from 1-680 east through Concord, Pittsburg, and Antioch, and is currently a two-lane roadway through Oakley and Brentwood. SR 4 has been one of the more congested freeways in Contra Costa, in particular, the segments between Lone Tree Way and Railroad Avenue in the morning and Bailey Road to Lone Tree Way in the afternoon, and is in the process of being widened. On- and off-ramps between SR 4 and Antioch's local street network occur at East Eighteenth Street, Hillcrest Avenue A Street/Lone Tree Way, G Street, L Street/Contra Loma Boulevard and Somersville Road.

SR 160 begins at the East Eighteenth Street/SR 4 junction, and continues north over the San Joaquin River via the Antioch Bridge to Rio Vista and Sacramento. Access to and from SR 160 and Antioch's local street network occurs at Wilbur Avenue south of the Antioch Bridge.

Primary arterials provide access to Pittsburg to the west, Oakley and Brentwood to the east, and rural Contra Costa County to the south. The major thoroughfares in Antioch are identified in Table IV.D-1. Each major arterial is briefly described below.

A Street/Lone Tree Way. A Street runs between downtown Antioch and SR 4 providing direct access to the Rivertown District. South of SR 4, A Street becomes Lone Tree Way, and continues southeast into Brentwood.

Deer Valley Road. Deer Valley Road runs north-south beginning in the north at the Hillcrest Avenue/Davison Drive junction and ending in the south at Marsh Creek Road south of the City's boundary in Contra Costa County.

Hillcrest Avenue. Hillcrest Avenue is located in eastern Antioch on both sides of SR 4 linking the area north of East Eighteenth Street to Prewett Ranch Road.

L Street/Contra Loma Boulevard. L Street runs north-south in northern Antioch between SR 4 and West Tenth Street. Contra Loma Boulevard runs north-south in southern Antioch between SR 4 and James Donlon Boulevard.

Somersville Road. Somersville Road runs north-south in western Antioch on both sides of SR 4 providing access to the Pittsburg-Antioch Highway and Buchanan Road.

Eighteenth Street. Eighteenth Street is located north of SR 4 and runs parallel to SR 4. Eighteenth Street acts as a major arterial between A Street and the SR 4/SR 160 junction.

James Donlon Boulevard. James Donlon Boulevard connects Lone Tree Way and Somersville Road, and provides east-west access through the southwest quadrant of Antioch.

West Fourth Street/A Street Extension. West Fourth Street and West Sixth Street and the A Street Extension provide east-west access in Downtown Antioch. West Fourth Street is the main arterial between Somersville Road and G Street. The A Street extension is the main connector between the eastern portion of the downtown area and the SR 4 freeway.

West Tenth Street. West Tenth Street provides east-west access in downtown Antioch between Somersville Road and A Street. West of Somersville Road, West Tenth Street becomes the Pittsburg/Antioch Highway, serving industrial uses and providing a regional roadway connection to the west of Antioch.

Wilbur Avenue. Wilbur Avenue provides east-west access in northeastern Antioch, and becomes a major arterial between A Street and SR 160.

Dallas Ranch Road. Dallas Ranch Road provides north-south access between Lone Tree Way and the Sand Creek ~~Specific Plan~~ Focus Area. Dallas Ranch Road will **connect to the future extension of Sand Creek Road and** serve as one of the primary routes into the Sand Creek Focus Area **and to the Kaiser Permanente Antioch Medical Center.**

Buchanan Road. Buchanan Road runs east-west between Contra Lorna Boulevard and the westerly City limit. Buchanan Road serves as one of the primary routes to the west of Antioch.

Davison Drive. Davison Drive is located south of Hwy 4 and serves as an east-west connection between Lone Tree Way and Hillcrest Avenue.

Table 7.A – Primary Arterials in Antioch

Arterial	Activity Centers Served
North/South Direction	
A Street/Lone Tree Way	Antioch City Park, SR 4, Sutter Delta Medical Center, Prewett Park
Deer Valley Road	Prewett Park
Hillcrest Avenue	Hillcrest Park & Ride lot, SR4
L Street/Contra Loma Blvd.	Contra Costa County Fairgrounds
Somersville Road	County East Mall, Black Diamond Mines Regional Preserve
Dallas Ranch Road	Sand Creek Specific Plan <u>Focus Area</u> , including proposed golf course <u>residential</u> and employment-generating areas, <u>and Kaiser Permanente Antioch Medical Center</u>
East/West Direction	

Eighteenth Street	Employment Development Department, County Library, Oak View Memorial Park, SR 4
James Donlon Blvd.	Antioch Community Park
West Fourth Street/A Street extension	Downtown
West Tenth Street	Downtown
Wilbur Avenue	SR 160
Davidson Drive	Commercial uses along Lone Tree Way and Hillcrest Avenue
Buchanan Road	Regional connection to the west of Antioch

7.2 GOALS OF THE CIRCULATION ELEMENT

To provide for a sustained high quality of life, it is the goal of the Circulation Element to achieve and maintain a balanced, safe, problem-free transportation system that:

- *improves present traffic flows, and provides easy and convenient access to all areas of the community, and completes long-planned circulation improvements such as the connection of Sand Creek Road from Dallas Ranch Road to Deer Valley Road;*
- *is safe for all modes of motorized and non-motorized transportation;*
- *reduces dependence on single occupant automobile travel by providing a high level of pedestrian, bicycle, and public transit travel opportunities; and*
- *preserves a sense of comfort and well-being throughout the community by reducing the intrusiveness of commercial, business park, and industrial traffic, rail traffic, and regional traffic on neighborhood streets and residents' quality of life.*

Antioch recognizes that even by constantly expanding the local roadway network and providing an ongoing sequence of programmed street improvements, problems of traffic congestion will continue. Providing a real solution to traffic congestion requires a balanced approach to future transportation improvements. An efficient transportation system needs to offer Antioch area residents not only efficient automobile traffic distribution, but also viable alternatives to automobile travel. The General Plan aims to increase the balance between various modes of transportation by increasing the desirability of transit, walking, and bicycling. The General Plan also coordinates land use, transportation, and air quality concepts and strategies. General Plan objectives are designed to improve traffic flow, local air quality, and energy conservation. To achieve this of balance, the City of Antioch will:

- provide for the efficient movement of vehicles by designing, constructing, and maintaining a roadway circulation network, which will function at an acceptable level of service (LOS), as set forth in the Growth Management Element.

- expand the existing roadway system where it is feasible to do so, **such as the connection of Sand Creek Road from Dallas Ranch Road to Deer Valley Road**, increasing its carrying capacity and eliminating congestion;
- regulate the intensity of future development in relation to the carrying capacity of Antioch roadways as part of ensuring that the performance standards of the Growth Management Element are met;
- provide a mix of land uses that realistically balances growth in the local employment and housing, increasing local employment opportunities and reducing the need for long commutes to work;
- ensure that each new development that would cumulatively contribute to the need for improvements provides appropriate mitigation;
- provide a system of bicycle routes and pedestrian links such that pedestrian and bicycle travel become safer and more useful for everyday tasks such as travel to shopping, work, and recreational facilities;
- achieve and maintain an organization of land uses which integrates places of residence, retail commerce, daily service needs, work, education, and recreation, thereby reducing the number and length of vehicular trips;
- require site plans for individual development projects to minimize or eliminate through traffic within residential neighborhoods;
- to the degree feasible, encourage mixed-use developments to reduce vehicle trips;
- improve the relationship of roadways with land uses, including regulating driveway access and development intensity where needed;
- improve the carrying capacity of existing roadways through implementation of transportation systems management concepts;
- participate in developing regional circulation improvement measures in cooperation with surrounding cities and Contra Costa County. Such measures may include, but are not limited to, the development of reciprocal traffic improvement fee programs; and
- implement the provisions of the Contra Costa County Congestion Management Program by requiring development projects to analyze and provide mitigation for traffic impacts on regional circulation facilities.

It is Antioch's intent to require new developments to mitigate their traffic impacts, either through construction of new roadways or participation in land-based financing mechanisms.

C. HOUSING ELEMENT AMENDMENTS.

<p>2.1.4 Executive Housing: Facilitate the development of housing appropriate for executives of businesses seeking to expand within or relocate to Antioch to meet the need for providing above-</p>	<p>The City has <u>previously</u> approved the construction of 50 homes in Sierra Vista, an executive housing development by Suncrest Homes but none of the units are under construction; <u>however, in 2016,</u></p>
---	--

<p>moderate income housing. Where appropriate, provide requirements in outlying focus areas for the development of executive and upper end housing with appropriate amenities.</p>	<p><u>Suncrest Homes donated 50 acres of undeveloped land in the Sierra Vista development to the Regional Parks Foundation. Thus, the executive housing will not be built.</u> Plans for development of another 574 estate-style homes at Roddy Ranch were dropped after the property was sold to the East Bay Regional Park District in June 2013. No other executive housing developments are likely to be developed in the immediate future due to current market conditions. <u>The Ranch, a proposed master-planned community within the Sand Creek Focus Area west of Deer Valley Road, may include up to approximately 100 units of executive housing.</u></p>
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EXHIBIT B
PROPOSED GENERAL PLAN LAND USE MAP

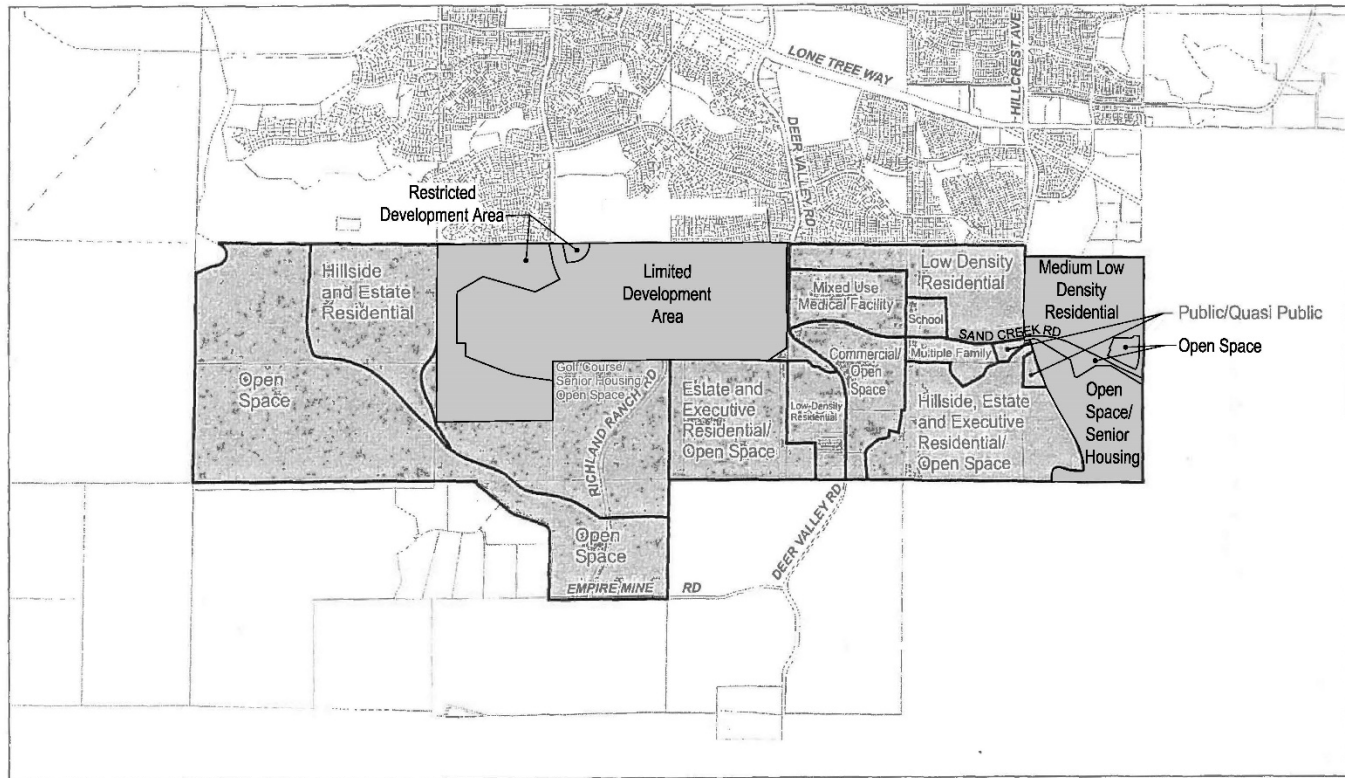
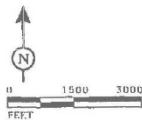


FIGURE 4.8

LSA



PROPOSED GENERAL PLAN

FIGURE 4.8

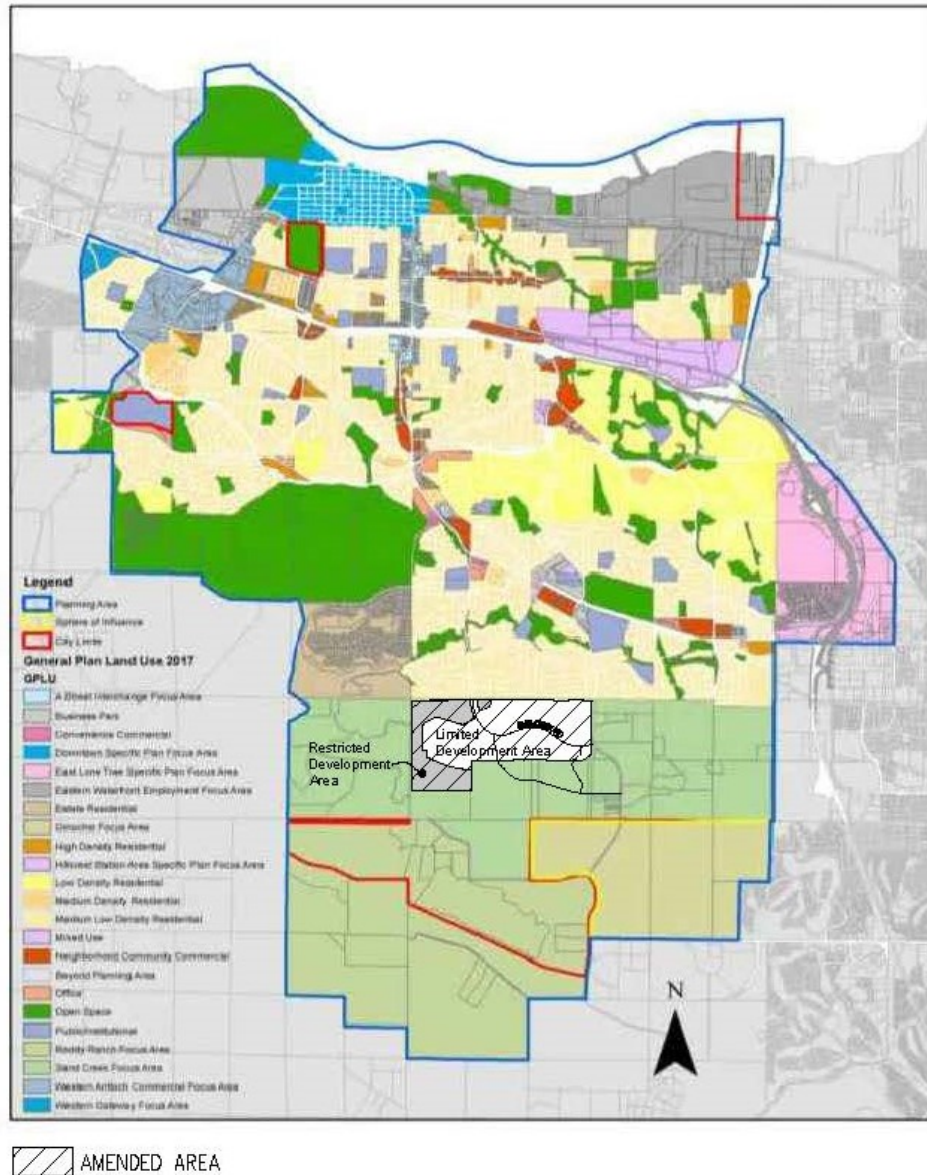
(REVISED BY CBG, 1/21/2020)

City of Antioch
General Plan
Sand Creek Focus Area

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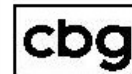
Figure 4.1 - General Plan Land Use Map



4-7

THE RANCH PROPOSED GENERAL PLAN LAND USE MAP

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
DATE: JANUARY 22, 2020



SAN RAMON (925) 865-0822
SACRAMENTO (916) 375-1877
WWW.CBANDCO.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

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EXHIBIT C

PROPOSED GENERAL PLAN CIRCULATION ELEMENT MAP

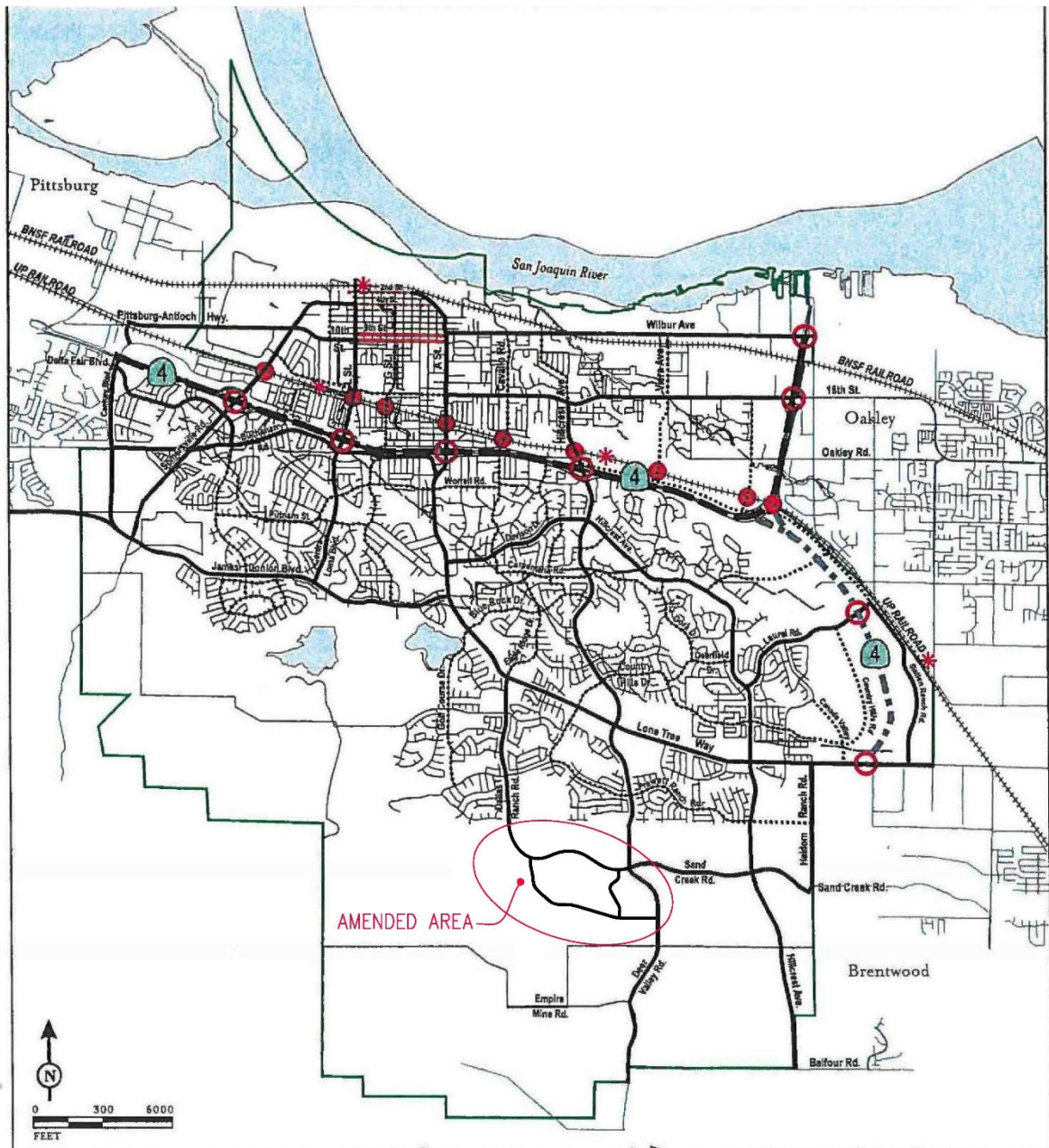


FIGURE 7.1

LSA

- CITY OF ANTIOCH
- PLANNING AREA BOUNDARY

- | | |
|---------------------------|---------------------------|
| FREEWAYS | RAIL |
| ARTERIALS | PROPOSED FREEWAY |
| ARTERIAL (COUPLET) | RAILROAD GRADE SEPARATION |
| MAJOR COLLECTOR | RAIL TRANSIT STATION |
| MAJOR COLLECTOR (COUPLET) | FREEWAY INTERCHANGE |

City of Antioch
General Plan
Circulation

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AMENDED FIGURE 7.1 CIRCULATION

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA
DATE: APRIL 26, 2018



C25

ATTACHMENT D
PLANNED DEVELOPMENT ORDINANCE

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE
THE APPROXIMATELY 553.5 ACRE RANCH PROJECT SITE (APNs 057-010-002,
057-010-003, and 057-021-003), FROM STUDY ZONE (S) TO PLANNED
DEVELOPMENT DISTRICT (MDP-20-01)**

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

SECTION 1:

The City Council determined on July 28, 2020, that, pursuant to Section 15074 of the Guidelines of the California Environmental Quality Act, and after full consideration of the Environmental Impact Report, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations prepared for project, and on the basis of the whole record before it, the Environmental Impact Report for The Ranch Project should be certified.

SECTION 2:

At its regular meeting of July 1, 2020, the Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property from Study Zone (S) to Planned Development (P-D) District (MDP-20-01) for The Ranch Project.

SECTION 3:

The Master Development Plan, adopted by City Council Resolution #2020-** establishes the land plan to implement the proposed P-D zoning. The real property shown in Exhibit B, attached hereto, is hereby rezoned from Study Zone (S) to Planned Development (P-D) District (MDP-20-01) for The Ranch Project, and the zoning map is hereby amended accordingly.

SECTION 4:

The development standards, as defined below, for the subject property (APNs 057-010-002, 057-010-003, and 057-021-003), known as The Ranch Project, are hereby incorporated into this ordinance, and are binding upon said property.

THE RANCH PLANNED DEVELOPMENT DISTRICT

Purpose.

- A. The Ranch Planned Development District provides flexible development standards designed to ensure the development of the Limited Development Area within the District as a master planned community. The Limited Development Area within the District shall be defined principally by single-family residential dwelling units of various lot sizes on flatter areas on either side of Sand Creek, along with natural and recreational open spaces. The development standards applicable to the Limited Development Area within District are provided below. Because the Restricted Development Area within the District will not be developed, no development standards are included for that portion of the District.

- B. If an application is presented for development that is consistent with this Article, and objective grading and building standards of Title 8 of the Municipal Code that are applicable to all development in the City of Antioch, then the application shall be ministerially granted. Certificates of occupancy shall also issue ministerially provided only that construction conforms to City-wide building and grading requirements for issuance of such certificates, and to the regulations of the District. With the exception of subdivision maps and architectural design review, no additional approvals or entitlements, including but not limited to departmental review approval, conditional use permit, land use permit, minor use permit, any approval or requirement of the growth management ordinance, development plan, planned development, variance, zoning clearance, minor use permit, or any other review or entitlement purporting to regulate or guide land use or zoning shall be required by the City to develop the project described in such application unless otherwise specified in the tables of permitted uses below.

Residential Uses

A. Single-Family Low-Density

1. Purpose and application

- (a) LD-1 Single-family Executive Lot Type 1

This designation is for low-density large lots with a minimum lot size of 8,000 s.f., on a combination of graded, partially graded, or sloping lots.

- (b) LD-2 Single-Family Conventional Lot Type 2

This designation is for low-density lots, with an average lot size of 7,000 s.f. and minimum lot size of 5,000 s.f.

- (c) LD-3 Single-Family Conventional Lot Type 3

This designation is for low-density conventional lots, with an average lot size of 7,000 s.f. and minimum lot size of 5,000 s.f. A row of a minimum 8,000 s.f. lots is required on land that abuts single-family development that exists to the north of the Initiative Area as of the Effective Date of the Initiative.

2. Property development standards

	LD-1 Executive Lot Type 1	LD-2 Conventional Lot Type 2	LD-3 Conventional Lot Type 3
Minimum lot area in s.f.	8,000	5,000	5,000/8,000 ¹
Average net lot area in s.f.	10,000	7,000	7,000
Maximum lot coverage (1/2 story) ⁴	55/45%	55/50%	55/50%
MINIMUM LOT DIMENSIONS			
Lot width (interior/corner)	65'/70'	50'/55'	50'/55'
Lot depth	100'	90'	90'/130' ²
MINIMUM SETBACKS FROM PROPERTY LINE ⁵			
Living area at front	15'	15'	15'
Porch at front	10'	10'	10'
Porch at alley/private drive	n/a	n/a	n/a
Garages at front	18'	18'	18'
Side-on garage at front	12'	12'	n/a
Garage at alley/rear (max)	n/a	n/a	n/a
Interior side yard/corner ⁶	5'/10'	5'/10'	5'/10'
Rear	20'	20'	20'/35' ³
MAXIMUM BUILDING HEIGHTS			
Main building	40'	35'	35'
Detached garage	24'	24'	24'

Footnotes:

1. Lots that abut the north property line in LD-3 shall be a minimum of 8,000 s.f in lot area.
2. Lots that abut the north property line in LD-3 shall have a minimum lot depth of 130', except in a side-on lot condition.
3. Lots that abut the north property line in LD-3 shall have a rear yard setback of 35'.
4. Maximum Lot Coverage is defined as the gross first floor living plus garage area divided by the lot area and does not include covered patio/porches.
5. Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Code Section 9-5.801.
6. At least 25% of lots shall have a minimum 10' sideyard setback. The 10 foot side yard area shall remain as unrestricted open area.

3. Permitted uses

	Single-family LD 1, 2, 3
Day care (§9-5.3817 and 9-5.3818)	P
Home occupations	P
Second residential unit	P
Single-family dwelling	P
Private residential community amenity (community center, fitness center/pool)	P
Public safety facility	U
Public use- Fire, police, library, other civic building	U
Satellite antenna	P
School, public or private	U
Open space	P
Parks and park facilities, public and private	P
Trail/Trailhead facilities	P
Community Garden	P
Storm Drainage facilities	P
Resource protection / restoration	P
Communication facility	U
Model home complex	A
Removal of earth (§§9-5.3822)	A
Sales, leasing office and trailers	A
Temporary construction building and uses (§§ 9-5.3821)	A

P – Permitted U – Use Permit required A – Administrative Permit required

B. Single-Family Medium-Density

1. Purpose and application

(a) MD-1 Single-family Standard Lot Type 1

This designation is for medium-density lots in a standard configuration, i.e.; house entry and garage accessed from street in the front. Average lot size is approximately 4,500 s.f.

(b) MD-2 Single-family Greencourt Lot Type 2

This designation is for medium-density lots in a courtyard configuration, i.e.; house entry is located from a greencourt common area in the front and the garage is accessed from alley in the rear. Average lot size is approximately 4,200 s.f.

(c) MD-3 Single-family Motor-court Lot Type 3

This designation is for medium-density lots in a clustered motor-court configuration, i.e.; house entry and garage accessed from a private street in the shape of the letter “T”. Average lot size is approximately 4,200 s.f.

(d) MD-4 Single-family Private Lane Lot Type 4

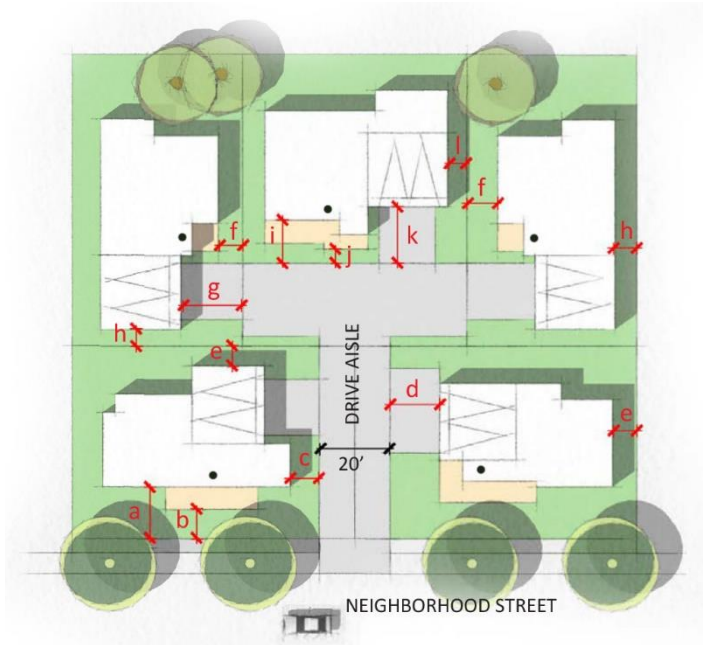
This designation is for medium-density lots in a cluster configuration around a private lane. The unit entry and garages are oriented to the front of the lot. Average lot size is approximately 4,200 s.f.

2. Property development standards

	MD-1 Standard Lot Type 1	MD-2 Greencourt Lot Type 2	MD-3 T-Court Lot Type 3	MD-4 Private Lane Type 4
Minimum lot area in s.f. ¹	4,000	4,000	4,000	4,000
Average lot area in s.f.	4,500	4,200	4,200	4,200
Maximum lot coverage ²	55%	55%	55%	55%
MINIMUM LOT DIMENSIONS				
Lot width (interior/corner)	45'/50'	40'/45'	See Figure 1	See Figure 2
Lot depth	90'	90'		
MINIMUM SETBACKS FROM PROPERTY LINE ³				
Living area at front	15'	10'	See Figure 1	See Figure 2
Porch at front	10'	5'		
Porch at alley/private drive	n/a	5'		
Garages at front	18'	n/a		
Side-on garage at front	n/a	n/a		
Garage at alley/rear (max)	n/a	4'		
Interior/corner side yard	4'/8'	4'/8'		
Rear	15'	10'		
MAXIMUM BUILDING HEIGHTS				
Main building	35'	35'	35'	35'
Detached garage	n/a	24'	n/a	n/a

Footnotes:

1. Lot Area is defined as the total area of a fee simple residential lot for a single-family dwelling unit and may include easements for common area access.
2. Maximum Lot Coverage is defined as the gross first floor living plus garage area divided by the lot area and does not include covered patio/porches.
3. Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Code Section 9-5.801.



*Setback distance measured from the edge of the drive aisle.

Figure 1: MD-3 Motor-court Lot Standards

*Setback distance measured from the edge of the drive aisle.

MD-3 Motor-court Lots Development Standards	
LOT DIMENSIONS	
Refer to Figure 1 for minimum lot dimensions	
SETBACKS	
Streetside Lots	
(a) Front, living space	12' min.
(b) Front, porch	8' min.
(c) Drive aisle side, living space*	5' min.
(d) Drive aisle side, garage*	18' min.
(e) Side/rear	5'/10' min.
Rear Corner Lots	
(f) Front, living space & porch	8' min.
(g) Front, garage	18' min.
(h) Side/rear	5'/10' min.
Rear Center Lot	
(i) Front, living space*	8' min.
(j) Front, porch*	5' min.
(k) Front, garage*	16' min.
(l) Side/rear	6' min.
HEIGHT	35' max.



MD-4 Private Lane Lots Development Standards	
LOT DIMENSIONS	
Refer to Figure 2 for minimum lot dimensions	
SETBACKS	
Streetside Lots	
(a) Front, living space	10' min.
(b) Front, porch	5' min.
(c) Drive aisle side, living space*	6' min.
(d) Drive aisle side, porch*	5' min.
(e) Drive aisle side, garage*	18' min.
(f) Side	10' min.
(g) Rear	5' min.
Internal lots	
(h) Front, living space*	5' min.
(i) Front, porch*	5' min.
(j) Side	5' min.
(k) Rear	10' min.
HEIGHT	35' max.

3. Permitted uses

	Single Family MD 1,2, 3,4
Day care (§9-5.3817 and 9-5.3818)	P
Home occupations	P
Second residential unit	P
Single-family dwelling	P
Private residential community amenity (community center, fitness center/pool)	P
Public safety facility	U
Public use-Fire, police, library, other civic building	U
Satellite antenna	P
School, public or private	U
Open space	P
Parks and park facilities, public and private	P
Trail/Trailhead facilities	P
Community Garden	P
Storm Drainage facilities	P
Resource protection / restoration	P
Communication facility	U
Model home complex	A
Removal of earth (§§9-5.3822)	A
Sales, leasing office and trailers	A
Temporary construction building and uses (§§ 9-5.3821)	A

P – Permitted U – Use Permit required A – Administrative Permit required

C. Age Restricted

1. Purpose and application

- (a) AR Single-family Age-Restricted Lot Type

This designation is for lots ranging in size from approximately 4,500 to 5,000 s.f. in a neighborhood that is restricted to residents age 55 and older.

2. Property development standards

	AR Age-Restricted
Minimum lot area in s.f.	4,500
Average net lot area in s.f.	5,000
Maximum lot coverage (1/2 story) ¹	60/55%
MINIMUM LOT DIMENSIONS	
Lot width (interior/corner)	45'/50'
Lot depth	90'
MINIMUM SETBACKS FROM PROPERTY LINE ²	
Living area at front	15'
Porch at front	10'
Porch at private drive	5'
Garages at front	18'
Side-on garage at front	n/a
Garage at private drive (short apron/full arpon) ³	5'/18'
Interior side yard/corner	4'/8'
Rear	15'
MAXIMUM BUILDING HEIGHTS	
Main building	28'
Detached garage	n/a

Footnotes:

1. Maximum Lot Coverage is defined as the gross first floor living plus garage area divided by the lot area and does not include covered patio/porches.
2. Architectural pop-outs and encroachments to the front, side and rear shall be allowed pursuant to Code Section 9-5.801.
3. Parking is allowed in driveways with full aprons only with a minimum depth of 18' depth. Parking is prohibited on driveways with short aprons (less than 18').

3. Permitted uses

	Active Adult AA
Day care (§9-5.3817 and 9-5.3818)	U
Home occupations	P
Second residential unit	P
Single-family dwelling	P
Private residential community amenity (community center, fitness center/pool)	P
Public safety facility	U
Public use- Fire, police, library, other civic building	U
Satellite antenna	P
Open space	P
Parks, public and private	P
Trail/Trailhead facilities	P
Community Garden	P
Storm Drainage facilities	P
Resource protection / restoration	P
Communication facility	U
Model home complex	A
Removal of earth (§§9-5.3822)	A
Sales, leasing office and trailers	A
Temporary construction building and uses (§§ 9-5.3821)	A

P – Permitted U – Use Permit required A – Administrative Permit required

Village Center Uses

A. Commercial Zone Village Center (VC)

1. Purpose and application

The Village Center is intended to be located on the land within the Limited Development Area of The Ranch Property to serve primarily the neighborhood and the immediate community, providing retail goods, food/drug, eating establishments, professional services for daily needs, and other similar commercial uses.

2. Property development standards

	VC Village Center
Maximum floor area ratio (FAR) ¹	0.35
MINIMUM BUILDING SETBACKS	
From Deer Valley Road	10'
From Sand Creek Road	15'
From local street	10'
Interior	0'
MAXIMUM BUILDING HEIGHTS	
Main building	35'
Towers/feature structure	50'
PARKING	
General commercial uses	1 space/285 s.f.
Banks, professional or medical offices	1 space/250 s.f.
General restaurant/lounge or bar including any outdoor seating	1 space/3 seats
Take out only/no seating	1 space per employee on largest shift

Footnote:
1. The maximum non-residential intensity allowed in the Village Center Commercial zone is defined as the floor area ratio (FAR), which is the ratio of total net floor area of a building to the total lot area.

3. Permitted uses

	Village Center VC
Day care (§9-5.3817 and 9-5.3818)	U
Public safety facility	U
Public use - Fire, police, library, other civic building	P
Satellite antenna	A
School, public or private	U
Open space	P
Trail/Trailhead facilities	P
Community Garden	P
Storm Drainage facilities	P
Resource protection / restoration	P
Art/Antique/Artisan store	P
Bakeries—retail	P
Bank and financial services	P
Bar (§ 9-5.3831)	U
Barber & beauty shop	P
Catering services	P
Clothing store	P

ORDINANCE NO. 2020-******
JULY 28, 2020

Communication facility	P
Confectionary store	P
Day care facility	U
Drive-up window (all uses)	U
Drug store/pharmacy	P
Dry cleaner/laundry- self serve and pick-up	P
Florist shop	P
Convenience store	U
Neighborhood food market	P
Furniture, furnishings and appliance store	P
Gift shop	P
Hardware store	P
Health club/fitness center	P
Hotel/motel	U
Jewelry store	P
Parking lot (commercial) (§ 9-5.3837)	A
Offices- business and professional	P
Offices- medical/dental	P
Pet store, animal grooming, sales	P
Restaurant- general	P
Restaurant- fast food	U
Restaurant- with outdoor food service and seating	P
Restaurant- takeout and delivery	P
Restaurant- with bar and live entertainment	U
Retail- general and specialty	P
Studios- dance/martial arts/yoga	P
Theater	P
Removal of earth (§§9-5.3822)	A
Sales, leasing office and trailers	A
Temporary construction building and uses (§§ 9-5.3821)	A
Outdoor display of merchandise (in conjunction with a non-residential use)	A
Special outdoor events (§§ 9-5.3828 and 9-5.3831)	A
Christmas tree and pumpkin sale lots (§ 9-5.3829)	A

P – Permitted U – Use Permit required A – Administrative Permit required

Public Uses

A. Public Use Zone (PQ)

1. Purpose and application

This zone is to provide for the establishment of public and quasi-public uses, such as safety facilities, utilities, local government offices/facilities and other similar uses. The intent of this zone is to identify appropriate locations for these uses without impacting, disrupting, or otherwise removing other lands for residential or other uses.

(a) PQ-Fire Station

This designation is to accommodate a future fire station to serve The Ranch and surrounding neighborhoods, in coordination with the Contra Costa County Fire Department.

(b) PQ-Trail Staging Area

This designation is to accommodate a parking lot and regional trail staging area to serve the greater Antioch community.

2. Property development standards

N/A

3. Permitted uses

	Public Use PQ
Public safety facility and other civic building	P
Satellite antenna	A
School, public or private	A
Open space	P
Parks, public and private	P
Trail/Trailhead facilities	P
Community Garden	P
Storm Drainage facilities	P
Resource protection / restoration	P
Parking lot (commercial) (§ 9-5.3837)	U
Removal of earth (§§9-5.3822)	A
Temporary construction building and uses (§§ 9-5.3821)	A
Special outdoor events (§§ 9-5.3828 and 9-5.3831)	A
Christmas tree and pumpkin sale lots (§ 9-5.3829)	A

P – Permitted U – Use Permit required A – Administrative Permit required

Open Space Uses

A. Open Space/Recreation Zones

1. Purpose and application

This category is to provide for the establishment of open space areas to protect natural resources, provide stormwater drainage, to create parks for recreation and community gathering, and allow for key landscape areas to provide community enhancement and connectivity.

(a) P-Park

This zone is intended to provide locations for parks. Parks of varying sizes and shapes are provided to meet neighborhood recreation needs, such as informal playing or gathering, strolling, and engaging in active sports. Facilities for private recreation are also provided within the park for the age-restricted community.

(b) OS-Open Space

Open space zoning is applied to the natural resources within The Ranch site, including Sand Creek and its associated seasonal wetlands, swales, marshes, grasslands and other areas of natural vegetation. Stormwater drainage facilities, including detention basins, also occur in the OS zone.

(c) Landscape

This zone is intended to reserve key areas for major landscape corridors to enhance the Project along Deer Valley Road and provide internal connectivity between neighborhoods and parks.

(d) Trails

This zone is intended to provide trails throughout the community to enhance overall mobility and recreation by linking residents to parks, community amenities, and natural open space.

2. Property development standards

N/A

3. Permitted uses

	Open Space OS
Public safety facility	U
Public use - Fire, police, library, other civic building	U
Open space	P
Trail/Trailhead facilities	P
Storm Drainage facilities	P
Resource protection / restoration	P
Removal of earth (§§9-5.3822)	A
Temporary construction building and uses (§§ 9-5.3821)	A
Christmas tree and pumpkin sale lots (§ 9-5.3829)	A

P – Permitted U – Use Permit required A – Administrative Permit required

SECTION 5:

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

SECTION 6:

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

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 28th of July, 2020, and passed and adopted at a regular meeting thereof, held on the 11th of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

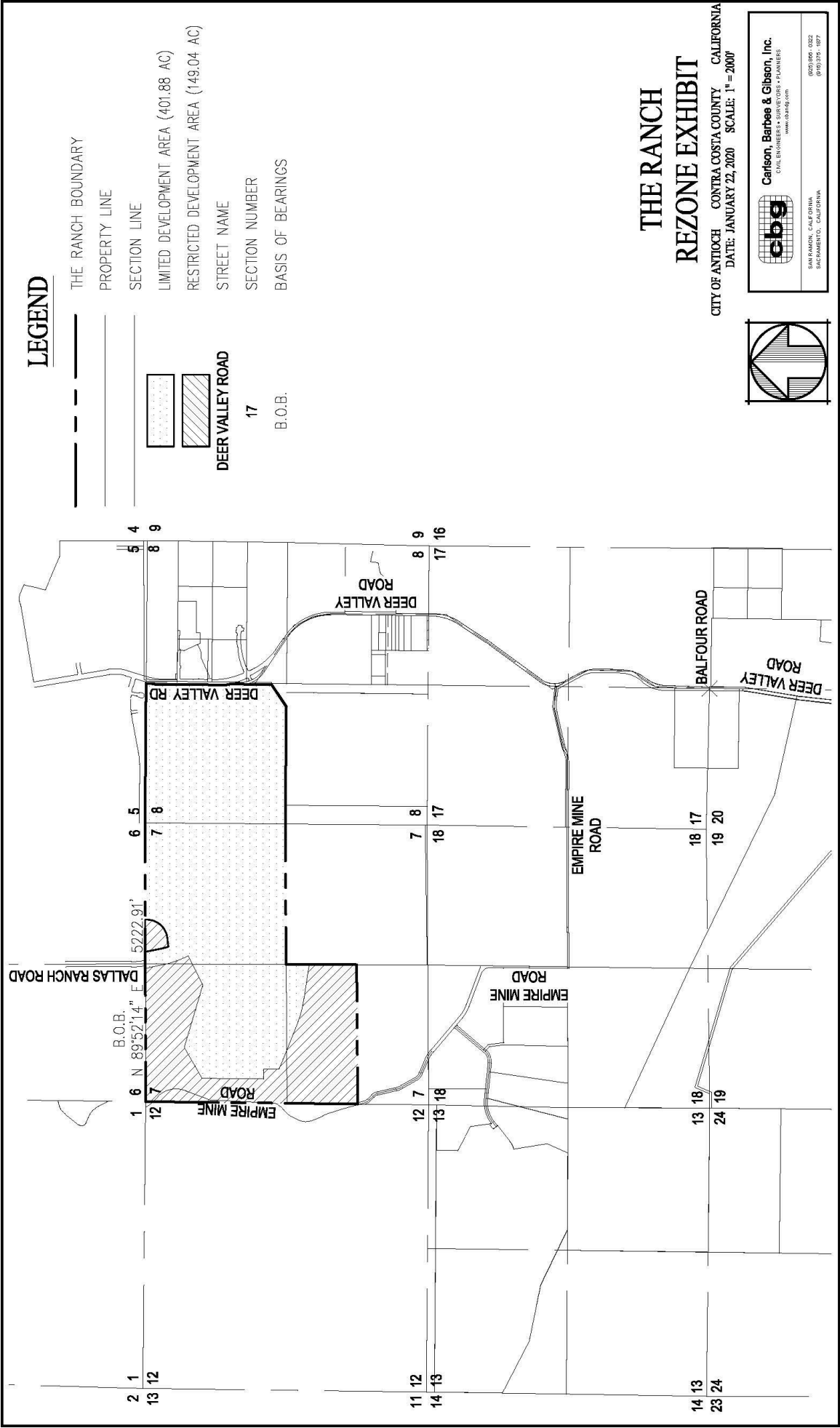
ABSTAIN:

Mayor of the City of Antioch

ATTEST:

City Clerk of the City of Antioch

EXHIBIT A
PROPOSED REZONE EXHIBIT



1/22/2020 3:24 PM

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ATTACHMENT E

**MASTER DEVELOPMENT PLAN, DESIGN GUIDELINES, AND
RESOURCE MANAGEMENT PLAN RESOLUTION**

**CITY COUNCIL
RESOLUTION NO. 2020-****

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A MASTER DEVELOPMENT PLAN, DESIGN GUIDELINES, AND
RESOURCE MANAGEMENT PLAN FOR THE RANCH PROJECT**

WHEREAS, the City of Antioch (“City”) received an application from Richland Planned Communities, Inc. (“Applicant”) seeking City approval of the following: a General Plan Amendment the City of Antioch General Plan Land Use Map, General Plan Text, Circulation Element, and Housing Element; a Planned Development Rezone; a Master Development Plan, Design Guidelines, and Resource Management Plan; and a Development Agreement for the development of up to a 1,177 unit planned residential community on approximately 553.5 acres, known as The Ranch Project (“Project”) (GP-20-01, MDP-20-01); and

WHEREAS, the project site is in the southeastern section of the City of Antioch, on the western side of State Route 4 and is within the Sand Creek Focus Area of the General Plan west of Deer Valley Road along Sand Creek (APNs 057-010-002, 057-010-003, and 057-021-003); and

WHEREAS, a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on July 1, 2020 and City Council on July 28, 2020; and

WHEREAS, the Planning Commission recommended to the City Council certification of the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program; and

WHEREAS, the City Council certified the Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program; and

WHEREAS, the applicant has prepared a Master Development Plan consistent with the requirements of the Sand Creek Focus Area Alternate Planning Process and to establish guidelines for future development within The Ranch; and

WHEREAS, the applicant has prepared Design Guidelines for the Project in order to customize the City of Antioch’s Residential Design Guidelines specifically for the Project and to establish guidelines for future development within The Ranch; and

WHEREAS, the applicant has prepared a Resource Management Plan for the Project as called for in Section 10.3.2.(e) of the Antioch General Plan and consistent with the “Framework for a Resource Management Plan for the Sand Creek Focus Area”

contained in General Plan Appendix A. The Resource Management Plan incorporates the biological resources mitigation measures identified in the Final Environmental Impact Report; and

WHEREAS, the City Council duly gave notice of public hearing as required by law and on July 28, 2020 duly held a public hearing, received and considered evidence, both oral and documentary.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby approve the Master Development Plan (Exhibit A), Design Guidelines (Exhibit B), and Resource Management Plan (Exhibit C), subject to the following conditions:

1. This approval is invalid unless the City Council approves the General Plan Amendment, and PD Rezone for the proposed project.
2. This approval expires two years from the date of approval (expires July 28, 2022) or alternate date as identified in the signed and executed Development Agreement.
3. Prior to any development on the project site, a Design Review application shall be submitted for Planning Commission review and approval consistent with the adopted Design Guidelines.
4. The Development Standards and Design Guidelines shall be amended to require local streets to be designed to meet standard City cross-sections unless otherwise approved by the City Engineer through the future tentative map approval process.
5. The applicant shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program and Resource Management Plan.
6. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge the land use entitlement. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
7. No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on fees, reimbursement payments, and any other payments that are due.

* * * * *

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 28th day of July, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A
MASTER DEVELOPMENT PLAN

The Master Development Plan booklet is available on the City of Antioch website at <https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-20-01-MP.pdf>.

EXHIBIT B
DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

The Development Standards and Design Guideline booklet is available on the City of Antioch website at <https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-20-01-DG.pdf>.

EXHIBIT C
RESOURCE MANAGEMENT PLAN

Resource Management Plan

The Ranch in Antioch

City of Antioch
24 June 2020



Prepared for:

Richland Planned Communities, Inc.
3000 Lava Ridge Court, Suite 115
Roseville, CA 95661

Recommended Citation:

Madrone Ecological Consulting, LLC (Madrone). 2020. *Resource Management Plan*. Prepared for Richland Planned Communities, Inc. Published on 24 June 2020.

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Attachments

Attachment A. Project Conceptual Land Use Plan

Attachment B. Impacts to Aquatic Resources

Attachment C. Tree Survey Map

Attachment D. Verified Aquatic Resources

1.0 INTRODUCTION/APPLICABILITY

Madrone Ecological Consulting, LLC., on behalf of Richland Planned Communities, Inc., has prepared this Resource Management Plan (RMP) in order to comply with the City of Antioch's General Plan Section 10.0 (Resource Management), which outlines objectives and policies as they relate to biological resources. The overall objective is to preserve natural streams and other habitats that support special-status plant and animal species. While it is preferred to preserve these resources in-situ, the General Plan allows for mitigation off-site within eastern Contra Costa County, if sufficient on-site preservation is not feasible. Whether such resources are preserved on-site within natural open space areas, or are mitigated off-site, the General Plan requires that such preserved areas are managed and maintained pursuant to a Resource Management Plan (RMP) (Section 10.3.2e and Section 10.4.2d of the General Plan, respectively) (LSA 2003). Richland Planned Communities, Inc., currently plans to preserve lands on-site, as well as at two off-site properties, in order to meet the mitigation requirements of the state and federal resource agencies as well as the City. If the long-term preservation of the off-site mitigation lands currently controlled is not feasible, at the reasonable discretion of the Community Development Director or other branch of the City, off-site mitigation may also occur at an established mitigation bank that includes Antioch in its service area, or that occurs within an area that the East Contra Costa County Multi-Species Habitat Conservation Plan/Natural communities Conservation Plan (HCP/NCCP) identifies as having good conservation value, or as otherwise approved by the City and resource agencies.

This RMP mimics the environmental mitigation measures identified in the Draft Environmental Impact Report (Draft EIR) for The Ranch Project (SCH No. 2019-060012). To the extent the EIR is revised to reduce or increase mitigation requirements, those revisions shall prevail over any mitigation included in this RMP.

2.0 PROJECT DESCRIPTION

Introduction

The Ranch is an approximately 551.5-acre comprehensive master planned community in the City of Antioch. The proposed community is planned to include residential neighborhoods of varying densities, a Village Center, a fire station, parks, and an open space and trail system (the "Project"). The land uses are carefully arranged to respond to the natural features of the property and to be compatible and complementary with the abutting neighborhoods and uses.

Project Location

The Project site is located at 6275 Deer Valley Road, in the southeastern portion of the City of Antioch, within the Sand Creek Focus Area. The Project site is bounded on the north by existing single-family homes, on the east by Deer Valley Road and (across the road) a new Kaiser Hospital, on the south by undeveloped grazing lands, and on the west by Empire Mine Road, Black Diamond Mine Preserve and undeveloped grazing lands (See Figure 1).

Existing Land Use

The Project site currently supports cattle ranching, one residential structure, and various barns and outbuildings located in the eastern portion of the site. Historical land uses include grazing, cattle operations and some natural gas exploration.

The Project site is bisected by Sand Creek, which is a deeply incised seasonal creek which flows from west to east. The topography of the site ranges from fairly level along the eastern and central portions, gently sloping areas on either side of the creek, with more moderate to steep slopes in the western portion of the site. Riparian vegetation occurs primarily along the creek banks and several mature oak trees are located on the Project site along Sand Creek. A large stockpile of soil and large boulders exist on the northwestern portion of the Project site, near the terminus of Dallas Ranch Road, likely as the result of the construction of Dallas Ranch Road and the neighborhood located immediately north of the Project site.

Project Description

As an overview, the proposed Project contemplates 1,177 new homes, including a mix of low density, medium density, including age-restricted units, in two development areas - one north of Sand Creek and the other south of it, to be constructed in three phases. An expansive open space corridor oriented along the Sand Creek corridor would be a dominant central feature of the community. In addition, the Village Center, a fire station site, numerous parks and linear parkways complete the overall master plan concept. The scale of the proposed Project provides an opportunity to include housing options that provide greater product diversification to meet the varied demand for housing in the Antioch area. Housing diversity is achieved by offering neighborhood types that fit a range of household types, income levels, ages and lifestyles. Each of these components is discussed below in more detail. An overview of the proposed conceptual plan can be found in Attachment A.

On-Site Open Space

The proposed Project will include a minimum 50-foot setback from the centerline of Sand Creek and between a minimum 250-foot and over 1,000-foot (average of approximately 450-foot) buffer preserve corridor along Sand Creek as shown in Attachment B. The Project also proposes 36.8 acres of passive open space, and 192.7 acres of preserve open space, for a total of 229.5 acres of open space, also shown in Attachment B. In sum, the Project's land plan is fully consistent with the Western Sand Creek Initiative and proposes over 40 percent of total area for open space.

Off-Site Infrastructure Improvements

Some permanent and temporary Project-related impacts will occur on adjacent parcels as a result of construction of required utilities and roads. These improvements will occur within the Offsite Infrastructure Improvement Area as shown on Figure 2, although the impact area will likely be much smaller than the study area following detailed design.

3.0 SENSITIVE BIOLOGICAL RESOURCES THAT MAY BE AFFECTED

The proposed Project has the potential to impact biological resources consisting of Waters of the U.S., Waters of the State, sensitive species habitat, sensitive plant and animal species, and protected trees. The proposed Project will result in the permanent loss of approximately 322 acres of non-native annual grasslands. On-site, the Project contains a total of 5.059-acres of habitat under the jurisdiction of the U. S. Army Corps of Engineers (USACE) (Waters of the U.S.) and/or the Regional Water Quality Control Board (RWQCB)(Waters of the State) (**Attachment C**). On-site, the Project will impact a total of 1.038-acres of Waters of the U.S. and State. These on-site impacts include 0.025-acre to Sand Creek (primarily for the construction of vehicular crossing and two outfalls), 0.079-acre to ephemeral tributaries, and 0.934-acre to seasonal wetland, wetland drainage, and non-wetland seasonal pool; all of which provide known or potential habitat for several special-status grassland, vernal pool, and riparian wildlife species. The remaining 4.021-acres of Waters of the U.S. and State, including the remainder of the Sand Creek corridor and preserved annual grassland habitat within the Project will be permanently protected within the on-site open space areas which total approximately 229.5 acres. Additionally, there will be limited impacts to approximately 0.021-acre of ephemeral drainage and seasonal wetland from the off-site infrastructure improvements.

The Project proposes to remove approximately six trees. Trees planned for removal include two non-native blue gum eucalyptus (*Eucalyptus globulus*), two non-native almond (*Prunus dulcis*), one native blue oak (*Quercus douglasii*), and one native valley oak (*Quercus lobata*). The eucalyptus windrow located on the western boundary of the Project site will remain intact, and should not be impacted by development.

3.1 Sand Creek

Sand Creek is an intermittent stream that flows from west to east bisecting the Project site. Sand Creek conveys precipitation runoff during and shortly after rain events with the duration of water flow ranging from a few days to several weeks. Approximately 1.901 acres of Sand Creek lies within the Project site.

Sand Creek is highly incised and contains a primary low-flow channel that ranges from 8 to 10 feet deep and averages 12 feet in width, as well as a secondary flood-plain terrace that ranges from approximately 30 to 70 feet in depth and 30 to 70 feet in width. Banks of Sand Creek are generally steep and range from 15 to 60 percent gradient. The bed of Sand Creek is generally unvegetated due to high-volume and high-velocity flows. These flows tend to scour vegetation and soil from the primary channel. As another indicator of the generally flashy flow regime of Sand Creek, rack lines located within the channel were observed as high as 12 to 15 feet above the bed of the creek.

Limited riparian vegetation is present along Sand Creek, consisting mostly of scattered valley oak (*Quercus lobata*) California buckeye (*Aesculus californicus*) California rose (*Rosa californica*), California sagebrush (*Artemisia californica*), and California mugwort (*Artemisia douglasiana*). Due of the open canopy, the understory in this habitat is largely undifferentiated from the surrounding non-native grasslands, supporting primarily the same non-native annual grasses and forbs. A shrub understory is generally lacking on the site

(ECORP 2017a). Approximately 1.876 acres of Sand Creek will be preserved on-site in the open space. Approximately 0.005 acres of stream channel will be impacted by the construction of two storm drain outfalls, and two bridges.

3.2 Ephemeral Tributaries

There are several small ephemeral tributaries to Sand Creek that would be impacted by the proposed Project. These tributaries are highly ephemeral in nature and only flow during and immediately after precipitation events. These tributaries are generally moderately to highly incised and do not contain hydrophytic vegetation. The banks of these drainages are highly erosive. Filling of portions of the highly erosive ephemeral tributaries will eliminate a source of sediment to Sand Creek and downstream Marsh Creek and San Joaquin River delta (Monk and Associates 2015). Approximately 0.397 acres of the on-site ephemeral tributaries will be preserved on-site in the open space, and approximately 0.076 acres of ephemeral tributaries will be impacted by the grading of the site.

3.3 Seasonal Wetlands, Seeps, Wetland Drainages, and Non-Wetland Seasonal Pools

The Project site supports a variety of categories of wetlands and other jurisdictional features. Many of these features are considered Waters of the U.S. while all are considered Waters of the State. Most of these features are depressional, while some are of low gradient. Many of these features represent potential habitat for special-status sensitive plant and wildlife species. Approximately 0.369 acres of these features will be preserved within the on-site open space, and approximately 0.960 acres will be impacted by the grading of the site. All impacts to Waters of the U.S. and Waters of the State, as well as any special status plants and species will be mitigated as outlined below in Section 5.0, as a result of consultations under Section 7 of the federal Endangered Species Act (FESA), and Section 2081 of the California Endangered Species Act (CESA).

3.4 Impoundments (Stock Ponds)

The Project site supports two impoundments or man-made livestock ponds. These features are located within the northwest portion of the Project and will be located entirely within the on-site open space preserve area. These ponds represent aquatic habitat for several sensitive plant and wildlife species, including California tiger salamander and California red-legged frog. Approximately 1.373 acres of impoundments will be preserved on-site in the open space.

3.5 Protected Trees

An on-site tree survey was conducted in 2015, which identified 16 tree species and 255 individual trees. There are no trees located within the offsite improvement areas. (See Attachment D.)

Approximately 181 of the 255 trees identified within the Project site are indigenous trees as identified in the City of Antioch Tree Ordinance. The indigenous trees in the Project site consist of native oaks (coast live oak, blue oak, valley oak, and interior live oak) and California buckeye. Various planted and ornamental

trees such as blue gum eucalyptus, manna gum (*Eucalyptus viminalis*), black locust (*Robinia pseudoacacia*), and others also exist in the Project site. Some of the planted and ornamental trees are protected under the City of Antioch Tree Ordinance as “mature trees” or “landmark trees” because the trees exceed the 26 inches diameter at breast height (DBH) or 48 inches DBH respective thresholds.

The Project proposes to remove approximately six trees. Trees planned for removal include two non-native blue gum eucalyptus totaling 143 inches, two non-native almond totaling 45 inches, one native blue oak 35 inches in diameter, and one native valley oak of 42 inches in diameter. A tree permit/authorization will be required to be obtained from the City of Antioch prior to removal of these trees. Mitigation for the removal of trees may include on-site planting, off-site planting, or payment into a native tree fund.

3.6 Special-Status Plants

Special-status plant surveys were first conducted on-site between 2013 and 2015. Three special-status plant species were documented within the Project site during those earlier plant surveys (ECORP 2017, Madrone 2019a). These species include crownscale (*Atriplex coronata*)(not FESA or CESA listed, CRPR 4.2), San Joaquin spearscale (*Extriplex joaquinana*)(not FESA or CESA listed, CRPR 1B.2), and shining navarretia (*Navarretia nigelliformis radians*)(not FESA or CESA listed, CRPR 1B.2). Additional protocol special-status plant surveys were conducted in 2018 and 2019 for the entire Project as well as the offsite infrastructure areas. No special status plant species were identified within the offsite infrastructure areas. Three special-status plant species were documented within the Project site during the 2018 and 2019 surveys (Madrone 2019a), including crownscale (*Atriplex coronata*)(not FESA or CESA listed, CRPR 4.2), big tarplant (*Blepharizonia plumosa*)(not FESA or CESA listed, CRPR 1B.1) and shining navarretia (*Navarretia nigelliformis radians*)(not FESA or CESA listed, CRPR 1B.2). Additionally, a locally rare species, angle-stem buckwheat, was present during the 2018 and 2019 plant surveys. San Joaquin spearscale was determined to be absent from the Project site during the 2018 and 2019 plant surveys, although the marginal habitat for this species would be located within the open space preserve area on the Project site, and not directly impacted by development. Locations of the documented special-status plant populations are shown on Figure 3. The proposed project could result in adverse effects to on-site populations of crownscale, big tarplant, and angel-stem buckwheat, and shining navarretia; thus, mitigation is required. Mitigation measures have been outlined in Section 3.0 (Biological Resources) of the EIR, which have been included in this RMP in Section 5.0, below.

3.7 Invertebrates

3.7.1 Crotch Bumble Bee and Western Bumble Bee

Crotch bumble bee (*Bombus crotchii*) and Western bumble bee (*Bombus occidentalis occidentalis*) are both candidates for state listing. These species inhabit open grasslands and scrub habitats, meadows, and grasslands with blended floral resources. The hills and areas along Sand Creek within the Study Area represent suitable habitat for crotch bumble bee and western bumble bee. These areas contain abundant flowering plants for much of the year and contain abundant ground squirrel burrows in which the species

can nest and overwinter. Due to the fact that both species are currently absent from most of the Central Valley of California, there is a low potential for them to be present within the Study Area.

3.7.2 Valley Elderberry Longhorn Beetle

The Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) (VELB) is listed as threatened in accordance with the FESA. One elderberry shrub, the sole host plant for this species, was observed in the west-central portion of the Project site along Sand Creek. This shrub will be avoided as it will be protected within the open space preserve corridor along Sand Creek. No elderberry shrubs were observed within the off-site improvement areas; therefore, this species is absent from the off-site improvement areas. Based on the foregoing, the VELB will not be impacted by the Project.

3.7.3 Vernal Pool Crustaceans

Vernal pool fairy shrimp (*Branchinecta lynchi*)(VPFS) and vernal pool tadpole shrimp (*Lepidurus packardii*)(VPTS) have been observed on the site. There is approximately 1.019 acre of suitable habitat for these species, consisting of Waters of the U.S. and State within the site. Approximately 0.648 acre of suitable habitat will be impacted by the grading of the Project. The remaining 0.371 acre of VPFS and VPTS habitat will be preserved on-site within the open space areas.

3.8 Amphibians

3.8.1 California Red-legged Frog

California red-legged frog (*Rana draytonii*) (CRLF) have been identified within Sand Creek along the far western boundary of the site. The two impoundments (stock ponds) and Sand Creek within the site represent aquatic habitat for CRLF totaling 3.273 acres. Approximately 0.005 acre of CRLF aquatic habitat will be impacted by the construction of bridges and utility crossings over Sand Creek. The remaining aquatic habitat is proposed to be preserved on-site within the open space preserve area. Uplands within 300 feet of the two impoundments and Sand Creek may represent potential upland habitat for CRLF. Impacts to CRLF upland habitat will be minimal and the majority is proposed to be preserved on-site within the open space preserve area.

3.8.2 California Tiger Salamander

California tiger salamander (*Ambystoma californiense*) (CTS) have been observed on-site. There is approximately 2.128 acres of potential breeding habitat for CTS within the Project. Approximately 0.423 acres will be impacted by the grading of the Project. The remaining CTS breeding habitat is proposed to be preserved on-site within open space preserve area. Ground squirrel burrows on-site provide potential upland habitat for this species. It is assumed that both breeding and upland habitat for CTS occurs on the site.

3.8.3 Western Spadefoot

The western spadefoot (*Spea hammondi*) has been observed breeding in Sand Creek within the Project and is a CDFW species of special concern. Suitable aquatic habitat for western spadefoot within the Study Area consists of the large plunge pool within Sand Creek, the two ponds, and deeper seasonal wetlands.

3.9 Reptiles

3.9.1 Alameda Whipsnake

The non-native annual grassland within the Project site represents low quality foraging and dispersal habitat for Alameda whipsnake (*Masticophis lateralis euryxanthus*). The species has not been identified on-site. While protocol surveys for the species have not been conducted to date, there is a low possibility that the species may occur on-site due to the lack of quality habitat. The nearest suitable habitat for this species is approximately 1 mile southwest of the Project site.

3.9.2 Blainville's Horned Lizard

The non-native annual grassland within the Project site represents low quality habitat for Blainville's horned lizard (*Phrynosoma blainvillii*). The species has not been identified on-site. While surveys for the species have not been conducted to date, there is a low possibility that the species may occur on-site due to lack of quality habitat.

3.9.3 Northwestern Pond Turtle

Sand Creek and the two impoundments (stock ponds) within the Project site represent potential habitat for northwestern pond turtle (*Actinemys marmorata*). The species has not been identified on-site. However, surveys for the species have not been conducted to date and there is a possibility that the species may occur on-site.

3.9.4 Silvery Legless Lizard

The non-native annual grassland within the Project site represents low quality habitat for silvery legless lizard (*Anniella pulchra pulchra*). The species has not been identified on-site. While surveys for the species have not been conducted to date, there is a low possibility that the species may occur on-site.

3.10 Birds

3.10.1 Western Burrowing Owl

Burrows within the non-native grassland and ruderal habitats within the Project site represent potential nesting and overwintering habitat for western burrowing owl (*Athene cunicularia*)(BUOW), a state species

of special concern. No BUOW have been observed on-site. However, sign of BUOW (pellet and whitewash) were observed during the 2018 special-status plant surveys near Seasonal Wetland Pools 1 and 2. Protocol surveys for the species have not been conducted to date, however, it is assumed that this species is present on-site.

3.10.2 California Horned Lark

The non-native grassland within the Project site represent potential nesting habitat for the California horned lark (*Eremophila alpestris actia*). California horned lark have not been identified on-site. However, surveys for the species have not been conducted to date and it is assumed that the species is present on-site.

3.10.3 Ferruginous Hawk

The non-native grassland within the Project site represent nonbreeding season (September through March) foraging habitat for the ferruginous hawk (*Buteo regalis*). No ferruginous hawk have been identified on-site. However, surveys for the species have not been conducted to date and it is assumed that the species is present on-site during the nonbreeding season.

3.10.4 Golden Eagle

The non-native grassland within the Project site represent foraging habitat for golden eagle (*Aquila chrysaetos*). Golden eagles have been identified foraging on-site. There is a low potential for the species to nest on-site.

3.10.5 Grasshopper Sparrow

The non-native grassland within the Project site represent potential nesting habitat for grasshopper sparrow (*Ammodramus savannarum*). Grasshopper sparrow have not been identified on-site. However, surveys for the species have not been conducted to date and it is assumed that the species is present on-site.

3.10.6 Loggerhead Shrike

The trees and shrubs within the Project site represent potential nesting habitat for loggerhead shrike (*Lanius ludovicianus*). Loggerhead shrike have not been identified on-site. However, surveys for the species have not been conducted to date and it is assumed that the species is present on-site.

3.10.7 Northern Harrier

The non-native grassland within the Project site represent potential nesting habitat for northern harrier (*Circus cyaneus*). No Northern harrier have been identified on-site. However, surveys for the species have not been conducted to date and it is assumed that the species is present on-site.

3.10.8 Prairie Falcon

The non-native grassland within the Project site represent nonbreeding season (September through March) foraging habitat for prairie falcon (*Falco mexicanus*). Prairie falcons were observed foraging on-site in March 2017.

3.10.9 Short-Eared Owl

The non-native grassland within the Project site represent nonbreeding season (September through March) foraging habitat for short-eared owl (*Asio flammeus*). Short-eared owl have not been identified on-site. However, surveys for the species have not been conducted to date and it is assumed that the species is present on-site during the nonbreeding season.

3.10.10 Swainson's Hawk

The large trees on-site represent suitable nesting habitat and the non-native grassland on-site represent breeding season (March through August) foraging habitat for the Swainson's hawk (*Buteo swainsoni*). Swainson's Hawk have been identified foraging within the site. Protocol surveys for the species have not been conducted to date and it is possible that that the species is nesting on-site.

3.10.11 Tricolored Blackbird

The non-native annual grassland within the Project site represent potential foraging habitat for tricolored blackbird (*Agelaius tricolor*). However, no breeding habitat for the species occurs on-site. Surveys for the species have not been conducted to date and it is assumed that the species forages on-site during migration.

3.10.12 White-Tailed Kite

The large trees within the Project site represent potential nesting habitat for white-tailed kite (*Elanus leucurus*). White-tailed kites have not been identified on-site. However, surveys for the species have not been conducted to date and it is assumed that the species is present on-site.

3.11 Mammals

3.11.1 American Badger

The grasslands of the site also support suitable habitat for the American badger (*Taxidea taxus*). There are five documented occurrences of this species within 10 miles of the Project site. Surveys to confirm the absence of this species on the site have not been conducted; therefore, it is assumed that this species may occur on the site.

3.11.2 San Joaquin Kit Fox

The grasslands of the site support suitable habitat for the San Joaquin kit fox (*Vulpes macrotis mutica*)(SJKF), this species has not been observed within a 10-mile radius of the site since 1997. Surveys for SJKF were conducted by trained SJKF scent dogs for the entire Project site in February of 2019. During the surveys no positive detections of SJKF were observed. Based on the lack of occurrences on and around the Project site, and the project-specific surveys in 2019, it is assumed that this species is not present within the Project site or the offsite infrastructure areas.

3.11.3 Roosting Bats

The trees and structures within the site support suitable habitat for Pallid bat (*Antrozous pallidus*), Townsend's big-eared bat (*Corynorhinus townsendii*), greater mastiff bat (*Eumops perotis californicus*), and western red bat (*Lasiurus blossevillei*). Surveys to confirm the absence of these species on the site have not been conducted; therefore, it is assumed that these species may occur on the site.

4.0 PRESERVED LANDS AND SENSITIVE BIOLOGICAL RESOURCES COVERED UNDER THE RMP

This section describes both on-site and off-site lands that will be set-aside and managed for the benefit of sensitive biological resources to mitigate for Project effects under this RMP. Hereafter, these lands will collectively be referred to as "RMP lands". This section further describes the individual sensitive biological resources that will be preserved and managed for under the RMP on these lands.

4.1 On-site Open Space

The Project Applicant has designed the Project to accommodate approximately 229.5 acres, or over approximately 40% of the total Project site, as open space. This acreage includes the Sand Creek riparian corridor averaging over 450 feet in width, and approximately 192.7 acres of open space preserve and 36.8 acres of passive open space, which includes mainly detention basin areas. These open space preserve areas support predominantly non-native annual grassland and impoundments which represent suitable CTS, CRLF, and other sensitive species habitat. The on-site open space preserve will be managed to protect all of the species included in Section 3 and for passive human recreation as approved by the City and resource agencies.

4.2 Offsite Mitigation Properties

In addition to the on-site open space preserve area, the Project Applicant controls two nearby parcels in eastern Contra Costa County which total 955.6 acres in size¹ (See Figure 4) (herein referred to as the "mitigation properties"). The mitigation properties correspond to a portion of Sections 13, 14, 15, and 23, Township 1 North, and Range 1 East (Mount Diablo Base Meridian) of the "Antioch South, California" 7.5-minute quadrangle (U.S. Geological Survey [USGS] 1978). The approximate center of the mitigation

properties is located at latitude 37.923814° and longitude -121.839026° within the San Joaquin Delta Watershed (Hydrologic Unit Code #18040003).

It is anticipated that all or portions of the 955.6-acre offsite mitigation properties may be required as mitigation for Project impacts, and these portions of the properties will be deeded to a third-party land trust or other qualified entity and preserved and managed in perpetuity as mitigation for Waters of the U.S. and State, as well as the habitat types and species included in Section 3.0. These mitigation properties consist primarily of non-native annual grassland, including slender wild oat (*Avena barbata*), medusahead grass (*Elymus caput-medusae*), soft brome (*Bromus hordeaceus*), and rose clover (*Trifolium hirtum*). A large portion of the mitigation properties is composed of blue oak woodland. This vegetation community is characterized by an intermittent to dense tree canopy dominated primarily by blue oak (*Quercus douglasii*). Other tree species present in the canopy of the on-site blue oak woodlands include California buckeye and interior live oak (*Quercus wislizeni*). The understory of this vegetation community is dominated by nonnative annual grasses and forbs, including slender wild oat and rose clover. Ridgelines and other steep portions of the Properties are composed of chamise chaparral. This vegetation community is characterized by a low, dense shrub canopy dominated almost exclusively by chamise (*Adenostoma fasciculatum*).

A total of 15.097 acres of potential Waters of the U.S. and State have been mapped within the mitigation properties (ECORP 2017b) (Figure 5). See **Table 1** below.

Table 1. Potential Waters of the U.S. and State Within the Offsite Mitigation Properties	
Type	Acreage¹
Wetlands	
Seasonal Wetland	0.238
Seasonal Wetland Swale	4.084
Vernal Pool	0.160
Seep	1.340
Other Waters	
Intermittent Drainage	3.789
Ephemeral Drainage	2.397
Pond	3.089
Total	15.097

¹Acreages represent a calculated estimation and are subject to modification following the USACE verification process.

The mitigation properties each contain approximately 14 potential breeding ponds for CTS and approximately 11 potential CRLF breeding ponds. In 2019, assessment-level CRLF and CTS surveys were conducted within the mitigation properties and documented four populations of CTS and five populations of CRLF (Figure 6) (Madrone 2019b). The mitigation properties also provide high quality potential habitat for VPFS and VPTS well as aquatic, upland/foraging, and nesting habitat for the rest of the species discussed in Section 3.0.

Adding to the resource value of the sites, the mitigation properties are located immediately adjacent to several East Bay Regional Park District (EBRPD) properties and will add to a contiguous, vast landscape of

open space which will provide habitat connectivity for sensitive species in perpetuity. The mitigation properties, along with adjacent conservation lands, will be preserved in perpetuity and will be managed for the benefit of the native species and aquatic resources as described in Section 3.0.

Based on information provided by Monk and Associates, ECorp Consulting, Inc., and Madrone Ecological, LLC, the mitigation properties provide much higher habitat values for special-status plants and animals than the Project site itself, and preservation and management of these RMP lands in perpetuity would be a net benefit to these species. In addition, as stated above they are adjacent to a vast network of conservation lands, while the Project site is surrounded by roadways, residential and commercial developments, and active farm and ranch lands. Any portions of these properties not required as mitigation for the Project may be utilized as mitigation for other projects in the future. To the extent the mitigation properties are unavailable for mitigation, the Project Applicant will be required to provide alternative mitigation deemed acceptable by all applicable regulatory agencies and the City.

5.0 MITIGATION FOR IMPACTS TO SENSITIVE BIOLOGICAL RESOURCES

The following section includes a discussion of Project impacts to sensitive biological resources within the Project site as well as a discussion of the proposed mitigation for these impacts.

5.1 Waters of the U.S. and Waters of the State

The proposed Project will impact a total of 1.038-acres of Waters of the U.S. and State. These on-site impacts include 0.025-acres to Sand Creek (primarily for the construction of vehicular crossings), 0.079-acres to ephemeral tributaries, and 0.934-acre to seasonal wetland, non-wetland seasonal pool, wetland drainage, and seeps (Attachment B). Additionally, there will be 0.016-acre of impacts to seasonal wetland, and 0.005-acre of impacts to ephemeral drainage from the off-site infrastructure improvements (Figure 2).

The Sand Creek riparian corridor will be preserved on-site in the open space, with an average set-back of 50 feet. Mitigation for the impacts to Waters of the U.S. and Waters of the State will be determined in consultation with the resource agencies during permit negotiations.

5.2 Special-status Plants

Three special-status species, including shining navarretia, crownscale, and big tarplant, and a locally rare species, angle-stem buckwheat, were present during the 2018 and 2019 protocol-level plant surveys and are known to occur on-site. All of the known on-site populations of crownscale, big tarplant, and angle-stem buckwheat will be preserved within the Project's open space preserve areas; however, it is possible that construction activities could impact these special-status plant species indirectly. Additionally, some of the shining navarretia populations will be directly and indirectly impacted by development of the Project. Mitigation for impacts shall include the following:

MM BIO-1a: *The project Applicant hired a qualified Biologist to conduct protocol surveys of the shining navarretia, crownscale, and big tarplant, and the locally rare species, angle-stem buckwheat, in 2018-2019 and submitted them to the City for independent peer review. (See Appendix D) To the extent construction occurs within 5 years of these surveys, they shall be deemed valid and no further surveys shall be required. However, if construction does not occur on affected areas within 5 years of the protocol surveys, the project Applicant shall hire a qualified Biologist to survey the project area or phase prior to construction. All survey results shall be submitted to the City of Antioch Planning Division prior to approval of grading permits.*

Where populations are outside of the project footprint, a qualified Biologist shall demarcate an appropriate avoidance zone sufficient to completely avoid impacts to any individual plants. If the project will avoid the mapped populations, but will impact a portion of the avoidance zone, that shall be considered an indirect impact and the project Applicant shall ensure the plants are protected during construction by installing protective buffers such as orange exclusionary fencing and/or any necessary erosion controls methods such as the placement of straw waddles around the plants, in accordance with permits issued by the CDFW and/or USFWS.

Where populations of special-status plant species are located within the project footprint, this shall be considered a direct impact. If the project will avoid the mapped populations, but will impact a portion of the avoidance zone, then that will be considered an indirect impact. If the project will avoid the mapped populations, but will impact a portion of the avoidance zone, then that shall be considered an indirect impact. For impacts to the crownscale, big tarplant and the locally rare angle-stem buckwheat, the project Applicant shall comply with MM BIO-3.

The project Applicant shall have the following options to mitigate for impacts to the shining navarretia. Options one and two are listed by order of effectiveness:

Option 1. *The project Applicant shall identify one or more existing, unprotected populations of shining navarretia in Contra Costa County (or nearest other jurisdiction) and acquire land that supports those populations. Under this Option, once the proposed mitigation area is approved by the City of Antioch Planning Division, the mitigation habitat shall be protected by a recorded conservation easement and managed in accordance with a long-term management plan, the goal of which is to maintain the shining navarretia population and its habitat. The project Applicant shall provide an endowment in favor of the conservation easement holder to fund the long-term management outlined in the long-term management plan. As this option would preserve an existing, established population, there would be no temporal loss, and no risk of failure. As a result, the mitigation ratio for this option would be 1:1. Alternatively, the project Applicant may purchase mitigation credits (at a 1:1 ratio) from an established mitigation bank for all directly impacted shining navarretia locations.*

Option 2. *The project Applicant shall mitigate for any direct impacts at a ratio of 3:1 (preserved habitat: impacted habitat), and for any indirect impacts at a 1:1 ratio. The ratio shall be reduced to 1.5:1 if the project Applicant chooses to develop a monitoring plan, monitor the relocated seeds/plants in accordance with that plan, and meet established success criteria for successful establishment of a new population of the impacted*

special-status plant. The success criterion for Option 2 would be 1:1 replacement of special-status plants by Year 5 or later following transplantation. This would require documentation of the number of plants within the proposed impact area such that the number of impacted plants could be compared to the number of established plants at the mitigation site. The monitoring plan and monitoring reports shall be submitted to the City of Antioch Planning Division for review and approval. If the success criteria are not met, additional habitat shall be set aside as set forth under Option 1. As population sizes for annual plants can vary widely from year to year, population counts shall be conducted in the last 3 years of monitoring, and the highest count shall be at least equivalent to the number of impacted plants.

Option 3. *As an alternative Options 1 and 2, the project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the shining navarretia would be fully mitigated, including payment of applicable fees, provided that the California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) have approved the conservation plan.*

5.3 Invertebrates

5.3.1 Crotch and Western Bumble Bee

MM BIO-2a: To avoid take of crotch and western bumblebee species the project Applicant shall implement one of the following options:

Option 1. *Prior to each phase of construction, a qualified Biologist shall conduct a take avoidance survey for active bumblebee colony nesting sites. In order to maximize detection of active bee colonies, the take avoidance survey shall be conducted during the spring, summer, or fall during appropriate weather (not during cool overcast, rainy, or windy days). The Biologist shall walk the entire area proposed for grading and inspect all ground squirrel burrows for bumblebee activity. The survey shall specifically target the slopes that face west to southwest as these areas are specifically utilized by western bumblebee. If any bumblebees are identified during the survey, they shall be identified to species.*

All active colonies of crotch bumblebee or western bumblebee shall be avoided and no work shall occur within 50-feet of the colony, unless pursuant to consultation with the California Department of Fish and Wildlife (CDFW) an Incidental Take Permit is obtained prior to disturbance. If a colony can be fully avoided and work will not occur within 50 feet of the colony, no mitigation shall be required.

Option 2. *The project Applicant shall comply with the habitat conservation plan and/or natural community conservation plan developed and adopted by the City, to the extent that all project impacts are fully mitigated, including payment of applicable fees, provided that California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) have approved the conservation plan.*

5.3.2 Valley Elderberry Longhorn Beetle

MM BIO-1d: *The project Applicant shall implement one of the following options regarding mitigation for the VELB:*

Option 1. *The elderberry shrub within the project site shall be avoided. Although there were no signs of the valley elderberry longhorn beetle, the following measures will ensure that there are no significant impacts to valley elderberry longhorn beetle:*

All elderberry shrubs (which are defined for the purposes of this section as those with stems greater than 1 inch in diameter) shall be avoided completely during project construction with a buffer of at least 20 feet, and the following avoidance and minimization measures [as outlined in the Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle] shall be implemented for all work within 165 feet of a shrub:

- *All areas to be avoided during construction activities shall be fenced and/or flagged as close to construction limits as feasible.*
- *Activities that could damage or kill an elderberry shrub (e.g., trenching, paving, etc.) shall receive an avoidance area of at least 20 feet from the drip-line.*
- *A qualified Biologist shall provide training for all contractors, work crews, and any on-site personnel on the status of the valley elderberry longhorn beetle, its host plant and habitat, the need to avoid damaging the elderberry shrubs, and the possible penalties for noncompliance, prior to the commencement of work.*
- *A qualified Biologist shall monitor the work area at project appropriate intervals to assure that all avoidance and minimization measures are implemented.*
- *As much as feasible, all activities within 165 feet of an elderberry shrub shall be conducted between August and February.*
- *Elderberry shrubs shall not be trimmed.*
- *Herbicides shall not be used within the drip-line of the shrub. Insecticides shall not be used within 100 feet of an elderberry shrub.*
- *Mechanical weed removal within the drip-line of the shrub shall be limited to the season when adults are not active (August–February) and shall avoid damaging the elderberry shrub.*

If either a 20-foot diameter avoidance area around the elderberry shrub is found later to not be feasible or an elderberry shrub must be removed to accommodate construction, then the project Applicant shall notify the City and implement additional mitigation measures required by the Framework after consultation with the United States Fish and Wildlife Service (USFWS).

Option 2. *The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts on the elderberry beetle would be fully mitigated, including payment of applicable fees, provided that the California Department of Fish and Wildlife (CDFW) and USFWS have approved the conservation plan.*

5.3.3 Vernal Pool Crustaceans

The Project will result in the loss of approximately 0.687 acre of potential habitat for VPFS and VPTS. To mitigate for this loss of potential habitat for vernal pool crustaceans on the Project site, the Project Applicant will do the following:

MM BIO-1c: Prior to the issuance of any grading permit, the project Applicant shall implement one of the following options:

Option 1. Consult with the United States Fish and Wildlife Service (USFWS) regarding impacts of the project on vernal pool fairy shrimp and vernal pool tadpole shrimp. The project Applicant shall obtain the appropriate take authorization (Section 7 or 10 of the Federal Endangered Species Act [FESA], as appropriate) from the USFWS prior to issuance of grading permits. The project Applicant shall comply with all terms of the endangered species permits, including any mitigation requirements, which shall be determined during consultation with USFWS.

Mitigation may be accomplished through permittee-responsible mitigation and/or through the preservation of vernal pool fairy shrimp habitat at USFWS-approved ratios at a USFWS-approved mitigation bank. A minimum ratio of 1:1 mitigation shall be required.

Option 2. The project Applicant shall demonstrate compliance with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts on the fairy and tadpole shrimp would be fully mitigated, including payment of applicable fees, provided that the California Department of Fish and Wildlife (CDFW) and USFWS have approved the conservation plan.

5.4 Amphibians

5.4.1 California Red-legged Frog

While the majority of the on-site aquatic and upland CRLF habitat will be preserved, approximately 0.025 acre of CRLF aquatic habitat will be impacted by the construction of bridges and utility crossings over Sand Creek. Additionally, impacts to uplands within 300 feet of Sand Creek may represent potential upland habitat for CRLF. To mitigate the loss of aquatic and upland habitat for this species, the Project Applicant shall do the following:

MM BIO-1f: Prior to issuance of any grading permits, the project Applicant shall implement one of the following options:

Option 1. The project Applicant shall consult with the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) regarding impacts to California red-legged frog from the proposed project. The project Applicant shall obtain the appropriate take authorization from the USFWS (Section 7 or 10 of the Federal Endangered Species Act [FESA]) and/or from the CDFW (Section 2081 of the California Fish and Game Code). The project Applicant shall comply with all required compensatory mitigation determined during consultation with the USFWS and CDFW, and provide proof of compliance to the City of Antioch Planning Division.

Should consultation with the USFWS result in required mitigation measures in conflict with the measures included here, USFWS measures shall take precedence.

Approximately 1.40 acres of California red-legged frog aquatic habitat shall be preserved on-site as part of the proposed project.

Prior to the start of construction, a qualified Biologist shall conduct a training program for all construction personnel including contractors and subcontractors. The training shall include, at a minimum, a description of the California red-legged frog and their habitats within the project site; an explanation of the species status and protection under State and federal laws; the avoidance and minimization measures to be implemented to reduce take of this species; communication and work stoppage procedures in case a listed species is observed within the project site; and an explanation of the importance of the Environmentally Sensitive Areas (ESAs) and Wildlife Exclusion Fencing (WEF). A fact sheet conveying this information shall be prepared and distributed to all construction personnel. The training shall provide interpretation for non-English speaking workers. The same instruction shall be provided to any new workers before they are authorized to perform project work.

Prior to the start of each phase of construction, ESAs (defined as areas containing sensitive habitats adjacent to or within construction work areas for which physical disturbance is not allowed) shall be construction activities are ongoing, and shall be regularly inspected and fully maintained at all times.

A qualified Biologist shall be on-site during all activities that may result in take of the California red-legged frog. The qualifications of the Biologist(s) shall be submitted to the USFWS for review and approval at least 30 calendar days prior to the date earthmoving is initiated at the project site.

Prior to the start of each phase of construction, WEF shall be installed at the edge of the project footprint in all areas where sensitive species could enter the construction area. The location of the fencing shall be determined by the contractor and the qualified Biologist prior to the start of staging or ground disturbing activities. The WEF shall remain in place throughout the duration of the project and shall be regularly inspected and fully maintained. Repairs to the WEF shall be made within 24 hours of discovery. Upon project completion, the WEF shall be completely removed and the area cleaned of debris and trash and returned to natural conditions. An exception to the foregoing fencing measures is that for work sites where the duration of work activities is very short (e.g., 3 days or less) and that occur during the dry season, and the installation of exclusion fencing will result in more ground disturbance than from project activities. In this case, the boundaries and access areas and sensitive habitats may be staked and flagged (as opposed to fenced) by the qualified Biologist prior to disturbance and species monitoring would occur during all project activities at that site.

No more than 24 hours prior to the date of initial ground disturbance, a preconstruction survey for the California red-legged frog shall be conducted by the qualified Biologist at the project site. The results shall be provided to the City of Antioch Planning Division. The survey shall consist of walking the project limits and within the project site to ascertain the possible presence of the species. The Biologist shall investigate all potential areas that could be used by the California red-legged frog for feeding, breeding, sheltering, movement, and other essential behaviors. This includes an adequate examination of mammal burrows, such as California ground squirrels or gophers. If any adults, subadults, juveniles, tadpoles, or eggs are found, the Biologist shall contact the USFWS to determine if moving any of the individuals is appropriate. In making this

determination, the USFWS shall consider if an appropriate relocation site exists. Only USFWS-approved Biologists may capture, handle, and monitor the California red-legged frog.

To the extent practicable, initial ground-disturbing activities shall be avoided between November 1 and March 31 because that is the time period when the California red-legged frog are most likely to be moving through upland areas. When ground-disturbing activities must take place between November 1 and March 31, the project Applicant shall ensure that daily monitoring by the USFWS-approved Biologist is completed.

Option 2. *The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the California red-legged frog would be fully mitigated, including payment of applicable fees, provided that CDFW and USFWS have approved the conservation plan.*

5.4.2 California Tiger Salamander

The Project and offsite infrastructure areas will result in the loss of 0.423 acres of potential breeding habitat for CTS and approximately 356 acres of potential upland habitat. Approximately 230 acres of grassland habitat will be preserved on-site. The on-site preserve areas will be connected to additional offsite open space containing CTS breeding ponds to the west and south of the Project site.

To mitigate for the loss of 0.423 acres of potential CTS breeding habitat and 356 acres of potential upland habitat on-site, the Project Applicant will be preserving wetlands that are either known to be CTS breeding habitat, or which have the proper hydrology to support breeding CTS, on the mitigation properties and within the on-site open space preserve areas. To mitigate for the total loss of potential breeding and upland habitat combined as a result of the Project, the Project Applicant shall do the following:

MM BIO-1e: *Prior to the commencement of construction activities, the project Applicant shall implement one of the following options:*

Option 1. *The project Applicant shall obtain take coverage from the United States Fish and Wildlife Service (USFWS) under Sections 7 or 10 of the Federal Endangered Species Act (FESA) for any impacts to the California tiger salamander and/or its habitat. In addition, the project Applicant shall obtain take coverage from the California Department of Fish and Wildlife (CDFW) under Section 2081 of the California Fish and Game Code for any impacts to the California tiger salamander and/or its habitat. Any required compensatory mitigation shall be determined during consultation with USFWS and CDFW and may include permittee-responsible mitigation and/or the purchase of mitigation credits from a USFWS- and CDFW-approved mitigation bank. Should consultation with the USFWS and CDFW result in required mitigation measures in conflict with the measures included here, USFWS and CDFW measures shall take precedence. A minimum ratio of 1:1 shall apply.*

The project Applicant shall preserve both aquatic habitat and upland habitat that are either known to be California tiger salamander breeding habitat and upland habitat, or which have the proper hydrology to

support breeding California tiger salamander, on off-site mitigation properties and within the on-site open space or as otherwise required as a result of consultation with the USFWS.

Project activities shall occur during the dry season (May 1 through October 15) unless otherwise authorized by the CDFW and USFWS.

Prior to the start of construction, a qualified Biologist shall conduct a training program for all construction personnel including contractors and subcontractors. The training shall include, at a minimum, a description of the California tiger salamander and its habitat within the project area; an explanation of the species status and protection under State and federal laws; the avoidance and minimization measures to be implemented to reduce take of this species; communication and work stoppage procedures in case a listed species is observed within the project site; and an explanation of the importance of the Environmentally Sensitive Areas (ESAs) and Wildlife Exclusion Fencing (WEF). A fact sheet conveying this information shall be prepared and distributed to all construction personnel by the Biologist. The training shall provide interpretation for non-English speaking workers. The same instruction shall be provided to any new workers before they are authorized to perform project work.

Prior to the start of each phase of construction, ESAs (defined as areas containing sensitive habitats adjacent to or within construction work areas for which physical disturbance is not allowed) shall be clearly delineated using high visibility orange fencing. The ESA fencing shall remain in place throughout the duration of the construction and shall be regularly inspected and fully maintained at all times by the project Applicant's contractor.

A qualified Biologist shall be on-site during all activities that may result in take of California tiger salamander. The qualifications of the Biologist(s) shall be submitted to the USFWS and CDFW for review and approval at least 30 calendar days prior to the date earthmoving is initiated at the project site.

Prior to the start of each phase of construction, WEF shall be installed at the edge of the project footprint in all areas where sensitive species could enter the construction area. The location of the fencing shall be determined by the contractor and the qualified Biologist. The WEF shall remain in place throughout the duration of the project phase and shall be regularly inspected and fully maintained by the project Applicant's contractor. Repairs to the WEF shall be made within 24 hours of discovery. Upon project completion, the WEF shall be completely removed and the area cleaned of debris and trash and returned to natural conditions. Exceptions to the foregoing fencing measures include work sites where the duration of work activities is very short (e.g., 3 days or less) occur during the dry season, and the installation of exclusion fencing will result in more ground disturbance than from project activities. In this case, the boundaries and access areas and sensitive habitats may be staked and flagged (as opposed to fully fenced) by the qualified Biologist prior to disturbance and species monitoring would occur during all project activities.

If a water body is to be temporarily dewatered by pumping, intakes shall be completely screened with wire mesh no larger than 5 millimeters and the intake shall be placed within a perforated bucket or other method to attenuate suction to prevent California tiger salamander from entering the pump system. Pumped water

shall be managed in a manner that does not degrade water quality and then upon completion released back into the water body, or at an appropriate location in a manner that does not cause erosion. No rewatering of the water body is necessary if sufficient surface or subsurface flow exists to fill it within a few days, or if work is to be completed during the time of year the water body would have dried naturally.

When constructing a road improvement within California tiger salamander habitat, the project Applicant shall enhance or establish wildlife passage for the California tiger salamander across roads, highways, or other anthropogenic barriers. This may include upland culverts, tunnels, and other crossings designed specifically for wildlife movement, as well as making accommodations in curbs (no vertical faced curbs), median barriers, and other impediments to terrestrial wildlife movement at locations most likely to be beneficial to the California tiger salamander.

Preconstruction surveys shall be provided to the City of Antioch Planning Division, and shall be conducted by a USFWS or CDFW approved Biologist within 72 hours of the initiation of any ground disturbing activities and vegetation clearing that may result in take of the California tiger salamander. All suitable aquatic and upland habitat, including refugia habitat such as small woody debris, refuse, burrow entries, etc., shall be duly inspected. The approved Biologist(s) shall conduct clearance surveys at the beginning of each day and regularly throughout the workday when construction activities are occurring that may result in take of the California tiger salamander. Where feasible and only on a case-by-case basis, rodent burrows and other ground openings suspected to contain Central California tiger salamanders that would be destroyed from project activities may be carefully excavated under supervision of the Biologist. If the California tiger salamander is observed, the approved Biologist shall implement the species observation and handling protocol outlined below.

At least 15 days prior to initiation of ground disturbance activities the project Applicant's Biologist shall prepare and submit a Relocation Plan for the California tiger salamander for the USFWS and CDFW written approval. The plan shall include protocol to be followed should a California tiger salamander be encountered during project activities. The Relocation Plan shall contain the name(s) of the approved Biologist(s) to relocate the California tiger salamander, method of relocation, a map, and description of the proposed release site(s) within 300 feet from the project, unless at a distance otherwise agreed to by the USFWS and CDFW, and written permission from the landowner to use their land as a relocation site.

Option 2. *The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the California tiger salamander would be fully mitigated, including payment of applicable fees, provided that the CDFW and USFWS have approved the conservation plan.*

5.4.3 Western Spadefoot

Approximately 0.423-acre of potential western spadefoot aquatic habitat will be directly impacted by the proposed project. To mitigate for this loss, the project Applicant shall comply with the following mitigation measure:

MM BIO-2f: Prior to initiation of construction activity, the project Applicant shall implement one of the following options:

Option 1. *The project Applicant shall retain a qualified Biologist to survey all suitable aquatic habitat within the project site (including features proposed for avoidance) by sampling the features thoroughly with dipnets during March or early April, when spadefoot tadpoles would be present. In addition, one nocturnal acoustic survey of all areas within 300 feet of suitable aquatic habitat shall be conducted. Acoustic surveys shall consist of walking through the area and listening for the distinctive snore-like call of this species. The results shall be provided to the City of Antioch Planning Division. Timing and methodology for the aquatic and acoustic surveys shall be based on those described in Distribution of the western spadefoot in the Northern Sacramento Valley of California, with Comments on Status and Survey Methodology.¹ If both the aquatic survey and the nocturnal acoustic survey are negative, further mitigation is not necessary.*

If western spadefoot are observed within aquatic habitat proposed for impact, the tadpoles shall be captured by a qualified Biologist and relocated either to aquatic habitat to be avoided on-site (and implement the fencing requirement outlined below), or to an off-site open space preserve with suitable habitat in the vicinity of the project site. If western spadefoot are observed within aquatic habitats proposed for avoidance, then the project Applicant shall install a keyed in silt fence along the edge of the proposed impact area within 300 feet of the occupied aquatic habitat to prevent metamorphose individuals from dispersing into the construction area.

Option 2. *The project Applicant shall comply with the habitat conservation plan and/or natural community conservation plan developed and adopted by the City, to the extent that all project impacts are fully mitigated, including payment of applicable fees, provided that the California Department of Fish and Wildlife (CDFW) and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.*

5.5 Reptiles

5.5.1 Alameda Whipsnake, Coast Horned Lizard, and northern California Legless Lizard

The Project and offsite infrastructure areas will permanently impact approximately 356 acres of annual grassland which represents low quality habitat for Alameda whipsnake, Coast horned lizard, and California legless lizard. To mitigate for the impacts to potential habitat for these species, the Project Applicant shall do one of the following:

MM BIO-1i: *Prior to construction, the project Applicant shall implement one of the following options:*

¹ Shedd, J.O. 2017. Distribution of the Western Spadefoot in the Northern Sacramento Valley of California, with Comments on Status and Survey Methodology (PDF Download Available). Website: https://www.researchgate.net/publication/312153742_Distribution_of_the_Western_Spadefoot_Spea_hammondii_in_the_Northern_Sacramento_Valley_of_California_with_Comments_on_Status_and_Survey_Methodology. Accessed February 14, 2018.

Option 1. *Within 14 days prior to the initiation of any construction activities for each phase of the project, a qualified Biologist shall conduct preconstruction surveys for northern California legless lizard, Alameda whipsnake, and coast horned lizard. The results shall be provided to the City of Antioch Planning Division. If Alameda whipsnake is identified during the survey, it will be allowed to leave the work area on its own, subject to confirmation by a qualified Biologist. If Northern California legless lizard or coast horned lizard are found during the survey, a qualified Biologist shall relocate them to suitable habitat outside of the project site, subject to review and approval by the appropriate resource agencies (i.e., California Department of Fish and Wildlife [CDFW] and/or the United States Fish and Wildlife Service [USFWS], and the City of Antioch Planning Division).*

Option 2. *The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the lizards and whipsnake would be fully mitigated, including payment of applicable fees, provided that the CDFW and the USFWS have approved the conservation plan.*

5.5.2 Northwestern Pond Turtle

While the majority of the on-site northwestern pond turtle habitat will be preserved within the on-site open space, approximately 0.005 acre of northwestern pond turtle habitat will be impacted by the construction of bridges and utility crossings over Sand Creek. To mitigate for the impacts to aquatic habitat for this species, the Project Applicant shall do one of the following:

MM BIO-1h: *Prior to construction activities, the project Applicant shall implement one of the following options:*

Option 1. *Within 14 days prior to the initiation of any construction activities for each phase, a qualified Biologist shall conduct preconstruction surveys for northwestern pond turtles. The results shall be provided to the City of Antioch Planning Division. If northwestern pond turtles are found prior to the initiation of, and/or during, construction activities, a qualified Biologist shall relocate them outside of the project site, subject to review and approval by the appropriate resource agencies (i.e., California Department of Fish and Wildlife [CDFW]).*

Option 2. *The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the western pond turtle would be fully mitigated, including payment of applicable fees, provided that the CDFW and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.*

5.6 Birds

5.6.1 Western Burrowing Owl

The Project will result in the loss of approximately 356 acres of nesting and/or foraging habitat for BUOW. Approximately 230 acres of potential habitat for BUOW will be preserved within the on-site open space. Additionally, BUOW have been observed within the offsite mitigation properties and the properties

represent high quality habitat for the species. In addition to preserving habitat for BUOW the Project Applicant shall do one of the following:

MM BIO-1k:

Option 1. *A targeted take avoidance burrowing owl nest survey shall be conducted of all accessible areas within 500 feet of the proposed construction area within 14 days prior to construction activities utilizing 60 foot transects as outlined in the Staff Report on Burrowing Owl Mitigation. The results shall be provided to the City of Antioch Planning Division.*

If an active burrowing owl nest burrow (i.e., occupied by more than one adult owl, and/or juvenile owls are observed) is found within 250 feet of a construction area either before or during construction, no construction shall occur within 250 feet of the nest burrow until a qualified Biologist determines that the young have fledged or it is determined that the nesting attempt has failed. If the project Applicant desires to work within 250 feet of the nest burrow, the project Applicant shall consult with the California Department of Fish and Wildlife (CDFW) to determine if the nest buffer can be reduced. During the non-breeding season (late September through the end of January), the project Applicant may choose to conduct a survey for burrows or debris that represent suitable nesting habitat for burrowing owls within areas of proposed ground disturbance, exclude any burrowing owls observed, and collapse any burrows or remove the debris in accordance with the methodology outlined by the CDFW.

If any nesting burrowing owl are found during the pre-construction survey, mitigation for the permanent loss of burrowing owl foraging habitat (defined as all areas of suitable habitat within 250 feet of the active burrow) shall be accomplished at a 1:1 ratio. The mitigation provided shall be consistent with recommendations in the 2012 CDFW Staff Report and may be accomplished within the Swainson's hawk foraging habitat mitigation area if burrowing owls have been documented utilizing that area, or if the Biologist, the City, and the CDFW collectively determine that the area is suitable.

Option 2. *The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the burrowing owl would be fully mitigated, including payment of applicable fees, provided that the CDFW and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.*

MM BIO-1l: *Prior to construction activities, the project Applicant shall also prepare a survey report as follows: For any nesting raptor or songbird pre-construction survey conducted pursuant to Mitigation Measure (MM) BIO-2i through MM BIO-2k, a report summarizing the survey(s), including those for Swainson's hawk, shall be provided to the City and the California Department of Fish and Wildlife (CDFW) within 30 days of the completed survey. The survey report shall be valid for one construction season. If no nests are found, no further mitigation is required.*

Where birds are nesting during construction and construction activities cause a nesting bird do any of the following in a way that would be considered a result of construction activities: vocalize, make defensive flights

at intruders, get up from a brooding position, or fly off the nest, the exclusionary buffer shall be increased such that activities are far enough from the nest to stop this agitated behavior. The exclusionary buffer shall remain in place until the chicks have fledged or as otherwise determined by a qualified Biologist in consultation with the CDFW.

Construction activities may only resume within the buffer zone after a follow-up survey by the biologist has been conducted and a report has been prepared indicating that the nest (or nests) are no longer active, and no new nests have been identified.

5.6.2 Swainson's Hawk

The Project and offsite infrastructure improvements will result in impacts to vegetation and structures that provide potential nesting habitat to raptors including Swainson's hawk. Additionally, the Project will permanently impact approximately 352 acres of foraging habitat for Swainson's hawk. Approximately 230-acres of suitable Swainson's hawk foraging habitat will be preserved within the on-site open space preserve. Additionally, hundreds of acres of foraging habitat will also be preserved in perpetuity within the mitigation properties.

To mitigate for the impacts to nesting raptor potential habitat, the Project Applicant shall do one of the following:

MM BIO-1j:

Option 1. *Where construction activities will occur during nesting and breeding season (typically February 15 through September 1), the project Applicant shall conduct a targeted Swainson's hawk nest survey throughout all accessible areas within 0.25 mile of the proposed construction area no later than 14 days prior to construction activities. The results shall be provided to the City of Antioch Planning Division. If active Swainson's hawk nests are found within 0.25 mile of a construction area, construction shall cease within 0.25 mile of the nest until a qualified Biologist determines that the young have fledged, or it is determined that the nesting attempt has failed. If the project Applicant desires to work within 0.25 mile of the nest, the project Applicant shall consult with the California Department of Fish and Wildlife (CDFW) to determine if the nest buffer can be reduced. The project Applicant, the Biologist, and the CDFW shall collectively determine the nest avoidance buffer and what (if any) nest monitoring is necessary. If an active Swainson's hawk nest is found within the project site prior to construction and is in a tree that is proposed for removal, then the project Applicant shall implement additional mitigation recommended by a qualified Biologist based on CDFW Guidelines and obtain any required permits from the CDFW.*

Prior to project construction, a qualified Biologist shall conduct a review of Swainson's hawk nest data available in the California Natural Diversity Database (CNDDDB) and contact the CDFW to determine if they have any additional nest data. A Biologist shall conduct a survey of these nests to determine if they are still present and provide the City with a summary of the findings. If it is determined that the project site is within 10 miles of an active Swainson's hawk nest (an active nest is defined as a nest with documented Swainson's hawk use

within the past 5 years), the project Applicant shall mitigate for the loss of suitable Swainson's hawk foraging habitat by implementing one of the below measures:

Active nest identified within 1 mile of the project site: 1 acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed. Protection shall be via purchase of mitigation bank credits or other land protection mechanism acceptable to the City.

Active nest identified within 5 miles (but greater than 1 mile) of the project site: 0.75 acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed. Protection shall be via purchase of mitigation bank credits or other land protection mechanism acceptable to the City.

Active nest identified within 10 miles (but greater than 5 miles) of the project site: 0.5 acre of suitable foraging habitat shall be protected for each acre of suitable foraging habitat developed. Protection shall be via purchase of mitigation bank credits or other land protection mechanism acceptable to the City.

Option 2. *The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to the Swainson's hawk would be fully mitigated, including payment of applicable fees, provided that the CDFW and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.*

5.6.3 Nesting Songbirds and Raptors

The Project will impact vegetation and structures that provide habitat for nesting songbirds, including California horned lark, grasshopper sparrow, and loggerhead shrike among others. To mitigate for the impacts to nesting songbird habitat, the Project Applicant shall do one of the following:

MM BIO-1m: Option 1. *A pre-construction nesting bird survey shall be conducted by a qualified Biologist on the project site and within a 500-foot radius of proposed construction areas, where access is available, no more than 3 days prior to the initiation of construction. The results shall be provided to the City of Antioch Planning Division. If there is a break in construction activity of more than 2 weeks, subsequent surveys shall be conducted.*

If active raptor nests are found, no construction activities shall take place within 500 feet of the nest until the young have fledged. If active songbird nests are found, a 100-foot no disturbance buffer shall be established. These no-disturbance buffers may be reduced if a smaller buffer is proposed by the Biologist and approved by the City (and California Department of Fish and Wildlife (CDFW) if it is a tricolored blackbird nesting colony) after taking into consideration the natural history of the species of bird nesting, the proposed activity level adjacent to the nest, habituation to existing or ongoing activity, and nest concealment (are there visual or acoustic barriers between the proposed activity and the nest). A qualified Biologist shall visit the nest as needed to determine when the young have fledged the nest and are independent of the site or the nest can be left undisturbed until the end of the nesting season.

Option 2. *The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to raptors and songbirds would be fully mitigated, including payment of applicable fees, provided that the CDFW and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.*

5.7 Mammals

5.7.1 American Badger

The Project will permanently impact approximately 352 acres of grassland that represents potential habitat for American badger. Approximately 230 acres of potential habitat for American badger will be preserved within the on-site open space. Additionally, the offsite mitigation properties represent high quality habitat for the species. In addition to preserving habitat for American badger the Project Applicant shall do one of the following:

MM BIO-1a: Option 1. *Within 48 hours prior to the initiation of any construction activities for each Project phase, a qualified biologist shall conduct a preconstruction American badger survey within the Project area. If American badgers or burrows with American badger signs are found within the Project site or off-site improvement areas during the preconstruction surveys, consultation with CDFW shall occur prior to the initiation of any construction activities to determine an appropriate burrow excavation and/or relocation method. If American badgers are not found, further measures pertaining to American badgers are not necessary. All survey results shall be submitted to the City of Antioch Planning Division prior to the initiation of any construction activities or where construction has been halted for 30 days or more.*

Option 2. *The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, to the extent that all project impacts to raptors and songbirds would be fully mitigated, including payment of applicable fees, provided that the CDFW and the United States Fish and Wildlife Service (USFWS) have approved the conservation plan.*

5.7.2 Roosting Bats

The Project will result in impacts to vegetation and structures that represent potential habitat for Pallid bat, Townsend's big-eared bat, greater mastiff bat, and western red bat. To mitigate for potential impacts to roosting bats, the Project Applicant shall do the following:

MM BIO-1n: *Prior to construction activities, the project Applicant shall implement one of the following options:*

Option 1. *A qualified Biologist shall conduct a bat habitat assessment of all potential roosting habitat features, including trees within the proposed development footprint. This habitat assessment shall identify all potentially suitable roosting habitat, and may be conducted up to 1 year prior to the start of construction. The results shall be provided to the City of Antioch Planning Division.*

If potential roosting habitat is identified (cavities in trees) within the areas proposed for development, the Biologist shall survey the potential roosting habitat during the active season (generally April through October or from January through March on days with temperatures in excess of 50°F (degrees Fahrenheit) to determine presence of roosting bats. These surveys are recommended to be conducted utilizing methods that are considered acceptable to the California Department of Fish and Wildlife (CDFW) and bat experts, including but not limited to evening emergence surveys, acoustic surveys, inspecting potential roosting habitat with fiber optic cameras or a combination thereof.

If roosting bats are identified within any of the trees planned for removal, or if presence is assumed, the trees shall be removed outside of pup season only on days when temperatures are in excess of 50°F. Pup season is generally during the months of May through August. Two-step tree removal shall be utilized under the supervision of the qualified Biologist. Two-step tree removal involves removal of all branches of the tree that do not provide roosting habitat on the first day, and then the next day cutting down the remaining portion of the tree.

Additionally, all other tree removal shall be conducted from January through March on days with temperatures in excess of 50°F to avoid potential impacts to foliage-roosting bat species.

Option 2. *The project Applicant shall comply with a habitat conservation plan and/or natural community conservation plan if developed and adopted by the City, including payment of applicable fees, to the extent that all project impacts to roosting bats would be fully mitigated, provided that the CDFW and United States Fish and Wildlife Service (USFWS) have approved the conservation plan.*

5.8 SUMMARY OF MITIGATION

In addition to the resource-specific measures discussed above to minimize and mitigate for Project effects, the Project Applicant proposes to preserve a substantial amount of high quality special-status species habitat both on-site and at the mitigation properties. As discussed in Section 4.0 above, the on-site open space preserves and the mitigation properties contain suitable upland/foraging and aquatic/breeding habitat for the species discussed in Section 3.0 that may be affected by Project activities.

The highest quality aquatic habitat and adjacent uplands within the Project site will be preserved on site, and all or portions of the mitigation properties utilized as mitigation will provide much higher habitat values for special-status plants and animals than the affected portions of the Project site itself. Preservation and management of these RMP lands in perpetuity would be a net benefit for special-status species and would contribute to the long-term survival and recovery of these species.

6.0 GENERAL PROVISIONS APPLICABLE TO BOTH ON-SITE AND OFF-SITE RMP LANDS

The following section provides general provisions which are applicable to all on-site and off-site preserved lands covered under this RMP, including, but not limited to, the mechanisms for in perpetuity conservation

of RMP lands; funding for on-going preservation; allowed and prohibited uses; weed and litter management; and fencing requirements.

6.1 Preservation and Management of On-site and Off-site Preserves in Perpetuity

The Project Applicant shall transfer fee title to both on-site and off-site preservation lands to a qualified conservation organization or government entity prior to the on-set of development activities on the Project site, as required by the mitigation measures provided in the Project EIR and/or the applicable resource agency permits issued for the project.

The Project Applicant will establish an endowment for the qualified conservation organization(s) or government entity (hereafter referred to as the "RMP land manager") that will be held in a permanent, non-wasting trust account by the RMP land manager, the interest from which shall be used by the RMP land manager to manage and maintain the on-site and offsite preserves as set forth in this RMP. The Project Applicant will further record a permanent conservation easement or deed restriction over the preserved lands in favor of the RMP land manager.

6.2 Allowed Activities

The following uses and activities are allowed on both on-site and offsite preserved lands covered by this RMP, unless expressly prohibited by resource agency permits, or the protection instrument recorded on the conservation lands as approved by the resource agencies:

1. Fences required for the management of grazing livestock and trail use management.
2. Grazing shall be allowed, provided that a Grazing Management Plan is prepared for each preserve site by a certified rangeland manager that specifies important grazing parameters including but not limited to stocking rates, residual dry matter, and timing of grazing. Monitoring methods will also be stipulated in the plan. The desired condition is as a short-grass preserve. This can be achieved by moderate grazing pressure.
3. The RMP land manager or its agents shall be entitled to conduct wildlife and plant monitoring activities, occasional maintenance activities associated with ranching including the distribution and collection of farm animals; for management and maintenance of the site in its naturalized condition; for passive recreational uses by the public; or for scientific study purposes.
4. The RMP land manager may access the property as necessary to manage and otherwise maintain the site in its naturalized condition.
5. The RMP land manager may grant permission to parties to access the site for scientific study purposes.
6. Existing pipelines and easements, if any, may continue to be maintained.
7. Wetlands may be created and maintained in a manner consistent with the mitigation requirements imposed in permits issued to the Project by USACE, RWQCB, and CDFW, and according to the terms of the Biological Opinion or 2081 permit issued for the Project.

8. Existing structures, fences, ditches, pumps, and other improvements may be maintained, repaired, and/or improved. Additional fencing or water troughs necessary to manage cattle as stipulated in the Grazing Management Plan may be installed and maintained. Such features will be installed in a way to prevent damaging or degrading of natural habitats on the site.
9. Feral horses or horses that have been retired from active human use are allowed to graze on the offsite mitigation properties, provided that the effects of their grazing have been factored into the terms of the Grazing Management Plan.
10. The offsite mitigation properties may be used for the conservation of wildlife or plant habitat, including the development or maintenance of wetland areas.

6.3 Prohibited Activities

The following activities are prohibited on both on-site and offsite preserved lands covered by this RMP, unless expressly allowed by resource agency permits, or the protection instrument recorded on the conservation lands as approved by the resource agencies:

1. Leveling, grading, landscaping, cultivation, or any other alterations of existing topography for any purposes (except public trails in existing roadways and/or culverts or other drainage implements), including the exploration for, or development of, mineral resources, except as required for permitted wetland or habitat creation as stipulated in permits from USACE, RWQCB, USFWS, and CDFW.
2. Placement or construction of any new structures, including: buildings; fences not required for management of grazing livestock in the Grazing Management Plan or human trespass and trail use management; and billboards.
3. Any agricultural, commercial, residential or industrial use or activity, except for grazing.
4. Discharge, dumping, burning, or storing of rubbish, garbage, grass clippings, dredge material, household chemicals, or any other wastes or fill materials.
5. The operation of any motorized vehicle for any purpose, except for emergency use, fire control, or for maintenance, repair and restoration of preserved lands or permitted facilities as set forth in the RMP or any Biological Opinion.
6. Activities that may alter the hydrology of the preserved lands and the associated watersheds (except as required for permitted wetland creation), including but not limited to: excessive pumping of groundwater, manipulation or blockage of natural drainages, inappropriate water application or placement of storm water drains, unless authorized in writing by the USFWS and CDFW.
7. The pruning, felling, or other destruction or removal of dead or living native vegetation, except as needed to control or prevent hazards, disease, fire, or the establishment of invasive species.
8. Conducting fire protection activities, including the creation of fire breaks, that may adversely impact preserved lands, unless the following criteria are satisfied:
 - i) The location of any fire break is approved by the USFWS, CDFW, RMP land manager, and fire department.
 - ii) The fire break does not exceed the minimum required width.
 - iii) Mowing (not discing) is used for fire break creation.

9. Use of pesticides, herbicides, or rodenticides by the Project Applicant on the preserved lands, except as authorized in writing by the USFWS and CDFW.
10. Introduction of any exotic species or species not native to the area, including aquatic species, except as authorized in writing by the USFWS and CDFW.

6.4 Weed Monitoring and Management

It is anticipated that a managed grazing regime as implemented by the RMP land manager will be adequate to curtail the growth of noxious invasive weeds such as yellow-star thistle (*Centaurea solstitialis*) and Italian thistle (*Carduus pycnocephalus*) on RMP lands. However, additional eradication methods may be required should noxious weed species become established on RMP lands and begin to threaten or displace the annual grasslands that support or have potential to support CTS upland habitat or BUOWs or their habitat.

The RMP lands will be monitored twice annually during April and June for the presence of noxious weed species, and appropriate additional measures will be taken to eradicate these species should they threaten to displace sensitive native plant species or habitat for sensitive wildlife species.

Appropriate weed eradication methods on RMP lands will be limited to hand pulling, the use of weed eaters, mowing, or goat grazing. Weed seedlings can often be hand pulled, but established plants may require alternate treatments. Hand pulling of many weed species is ineffective, due to their ability to regenerate from root fragments. Invasive exotics that are allowed to establish frequently require repeated control efforts. Control efforts should always be undertaken before the weeds can bloom and set seed, but if they have begun blooming, flowers and/or seeds should be carefully bagged and disposed of legally.

A wide array of treatments is available to control weeds, including manual methods and mechanical methods (e.g., pulling, mowing, weed-eaters). The use of chemical eradication methods shall not be permitted within the RMP lands unless other methods have been shown to be ineffective. The use of such chemical methods must be authorized in writing by USFWS and CDFW.

6.5 Fencing

To avoid inappropriate off-road vehicular use of RMP lands, fencing will be installed along the perimeters of RMP lands. Additional fencing may be required should it be determined that cattle are impacting sensitive resources on RMP lands such as rare plants, wetlands, or riparian areas; or to effectively manage grazing units as determined by a certified rangeland manager and described in the Grazing Management Plan. Fencing will be split-rail fencing, barbed wire, or other fencing that does not hinder wildlife from using or moving through the site.

The integrity of all fencing, and any other structures required on RMP lands under the RMP, a Biological Opinion and/or deed restriction, will be assessed no less than once annually by the RMP land manager or Project Applicant (whichever currently has responsibility for monitoring and reporting tasks on the site in question). Any necessary repairs will be carried out within 30 days by the responsible party.

6.6 Litter

RMP lands will be monitored no less than four times annually for accumulation of trash and litter by the RMP land manager or Project Applicant (whichever currently has responsibility for monitoring and management tasks on the site in question). All trash and litter shall be removed by the responsible party within 30 days.

7.0 GRASSLAND GRAZING MANAGEMENT PLAN

Management of grassland habitat on RMP lands will consist primarily of a predator-friendly, winter-spring grazing regime as practiced by East Bay Regional Parks. Grazing benefits a number of special-status species such as those targeted for conservation on both on-site and offsite RMP lands. Therefore, a moderate grazing regime is not only consistent with the objectives set forth in the City of Antioch's General Plan, but can be used to optimize the habitat value for the target species on preservation lands. Grasses must be kept short as CTS, BUOW and SJKF must be able to move freely and observe predators. A managed grazing regime (allowing a moderate level of grazing) will keep grasses at an optimal height to benefit these species. Managed grazing will also reduce the likelihood that invasive weeds will become established within RMP lands. As such, the Project Applicant shall hire a certified rangeland manager to develop a Grazing Management Plan for RMP lands that will be provided to and approved by the USFWS, CDFW, and City.

Objectives of the Grazing Management Plan shall include:

- Preservation of herbaceous cover at a density and height that promotes the establishment and maintenance of populations of ground squirrels necessary to support targeted special-status grassland animals. This will include keeping grasses at a minimum height of 3 inches and maximum height of 12 inches.
- Promote even grazing pressure over RMP grasslands so that there are no overgrazed and/or undergrazed areas.
- Discourage the growth of undesirable non-native invasive plants.
- Reduce fire hazards associated with excessive thatch cover.
- Minimize erosion potential of grazed areas by leaving ample vegetative cover.
- Reduce or eliminate grazing impacts to wetlands and most stream zone areas.
- Promote a cooperative working relationship between the RMP land manager and the grazing lessee/rancher implementing the grazing plan.

Required Elements of the Grazing Management Plan. The Project Applicant shall develop a Grazing Management Plan sufficient to meet the above objectives. A copy of the Plan shall be provided to the USFWS, CDFG, the RMP land manager, and the City of Antioch. At a minimum, this Plan shall include the following elements:

- Preparation of the Plan by a certified rangeland manager.
- The initial stocking rate for each RMP site, including a justification of the initial rate.

- The specific protocol for how RMP grasslands will be monitored to ensure the specified objectives of the grazing plan are met, including which parameters will be measured and how they will be measured.
- Preparation of an annual report with findings from the annual monitoring, including recommendations for adjustments to stocking rates and any need for additional fencing to exclude stock from sensitive habitats. The annual report will be provided to USFWS, CDFW, the RMP land manager, and the City of Antioch at their request.
- Approved actions should the monitoring indicate that the objectives of the Plan are not being met.

8.0 REFERENCES

- ECORP Consulting, Inc. 2017a. Biological Resources Assessment for the Ranch in Antioch, Contra Costa County, California. Prepared for Richland Planned Communities, Inc. Dated October 2017.
- ECORP Consulting, Inc. 2017b. Aquatic Resources Delineation for the Richland Mitigation Properties, Contra Costa County, California. Prepared for Richland Planned Communities, Inc. Dated 10 November 2017.
- LSA Associates, Inc. 2003. General Plan, City of Antioch, Contra Costa County, California. Prepared for the City of Antioch. Dated November 24, 2003.
- Madrone Ecological Consulting, LLC (Madrone). 2019. Biological Resources Assessment for The Ranch in Antioch. Prepared for Richland Planned Communities. Published on 23 September 2019.
- Madrone Ecological Consulting, LLC. 2019a. Special-Status Plant Survey Report. The Ranch in Antioch. Prepared for Richland Planned Communities. Published 19 September 2019.
- Madrone Ecological Consulting, LLC. 2020. Richland Mitigation Properties; Contra Costa County, California – 2019 California Red-legged Frog Visual Encounter Survey Results. Prepared for Richland Planned Communities. Published 28 January 2020.
- Monk & Associates, Inc. (M&A). 2015. DRAFT Biological Assessment for The Ranch, City of Antioch, Contra Costa County.
- Raney Planning and Management, Inc. 2018. Draft Environmental Impact Report The Ranch Project. Dated March 2018.

Figures

Figure 1. Project Site and Vicinity

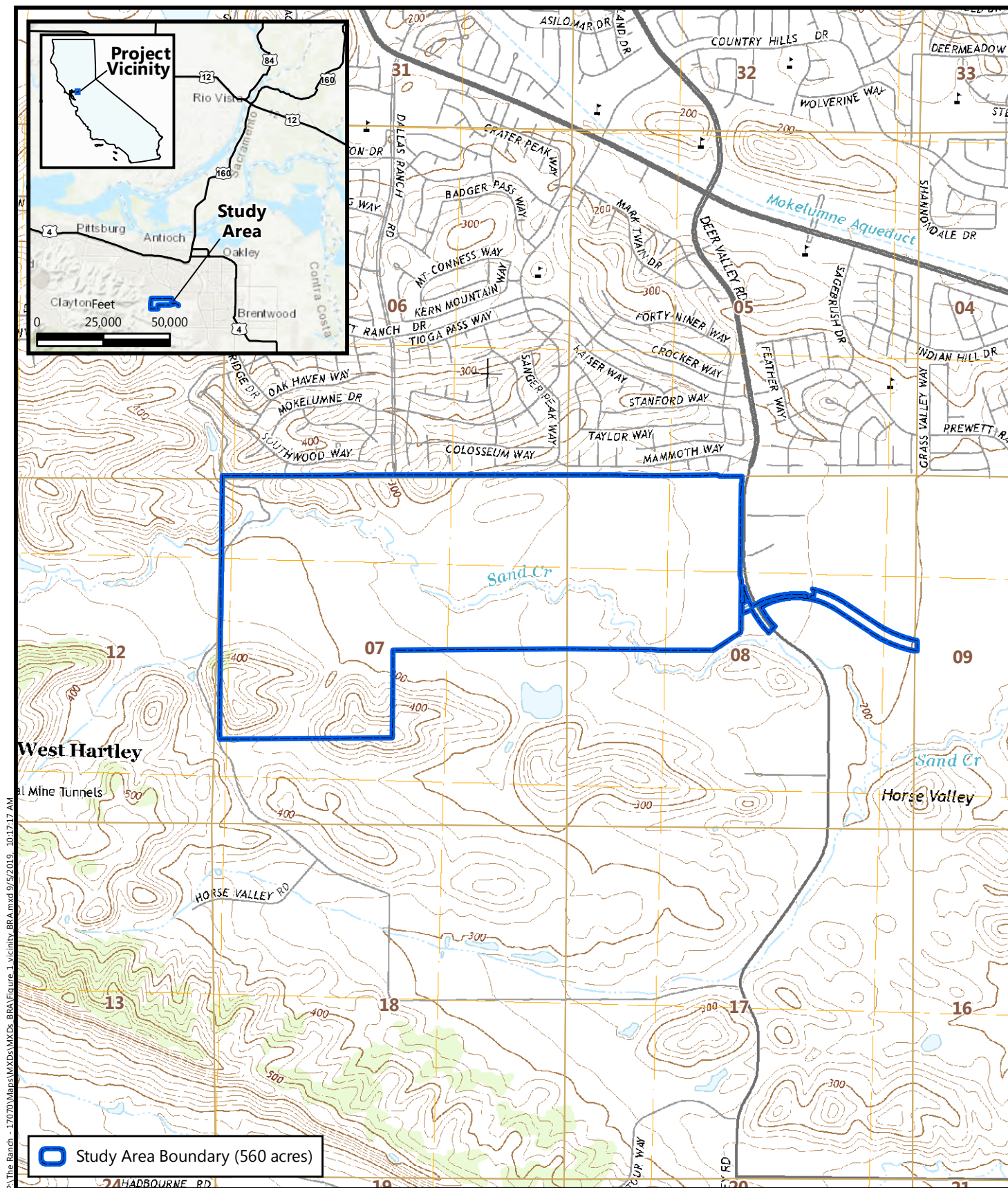
Figure 2. Offsite Infrastructure Aquatic Resources

Figure 3. Special-Status Rare Plant Populations Map

Figure 4. Richland Mitigation Properties Location and Vicinity

Figure 5. Richland Mitigation Properties Aquatic Resources

Figure 6. California Tiger Salamander and California Red-legged Frog Survey Results for the Richland Mitigation Properties



Source: United States Geologic Survey, 2015
 Sections 5-9, Township 1 North, Range 2 East, MDB&M
 "Antioch South, California" 7.5-Minute Topographic Quadrangle
 Longitude -121.783351, Latitude 37.949083

The Ranch in Antioch
 Antioch, Contra Costa County, California

E47

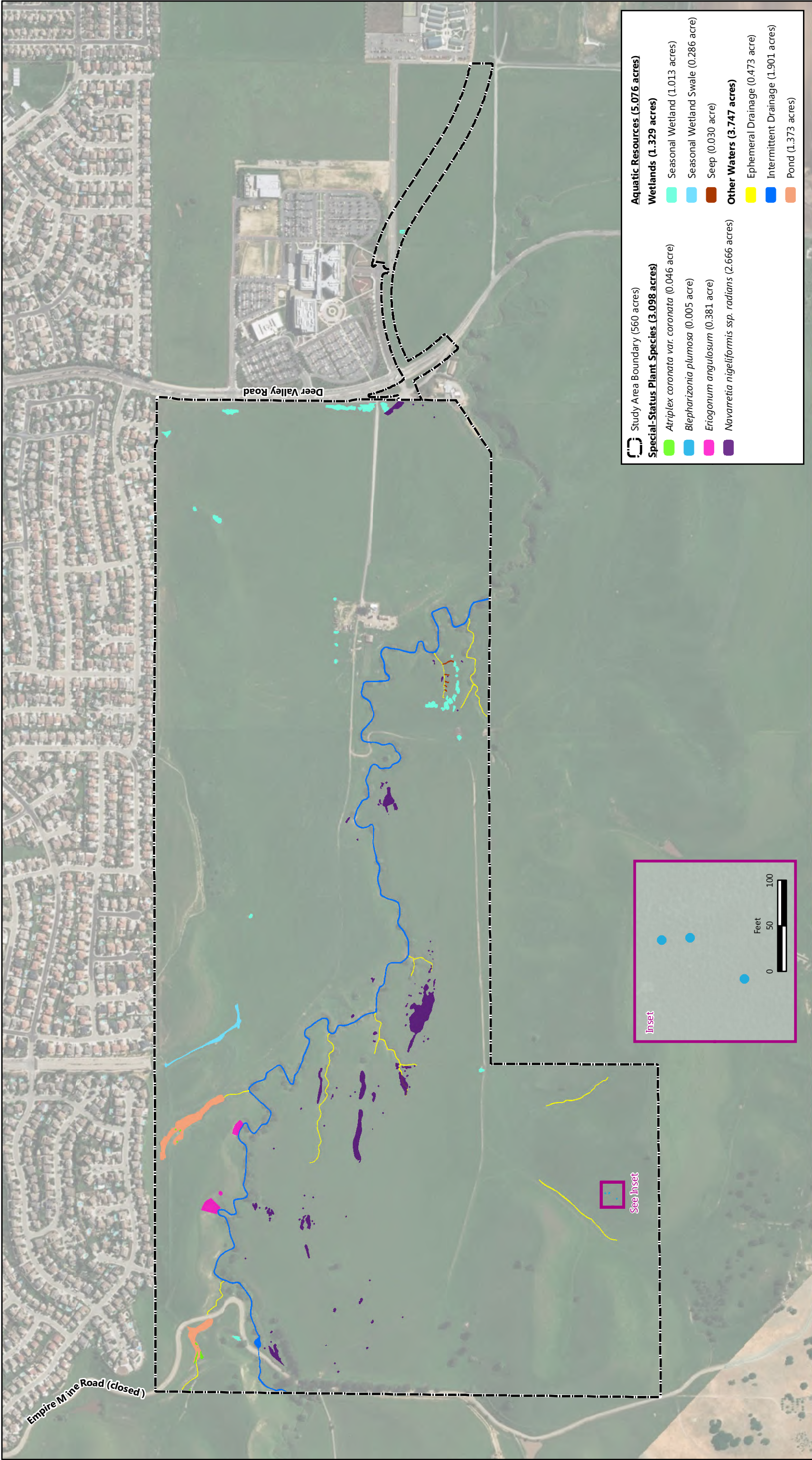




Figure 2
Aquatic Resources

Aquatic Resources Source: Live Oak Associates, Inc., March 2015;
Madrone Ecological Consulting, LLC, 2019
Aerial Source: DigitalGlobe, 19 and 25 August 2017

The Ranch in Antioch
Antioch, Contra Costa County, California



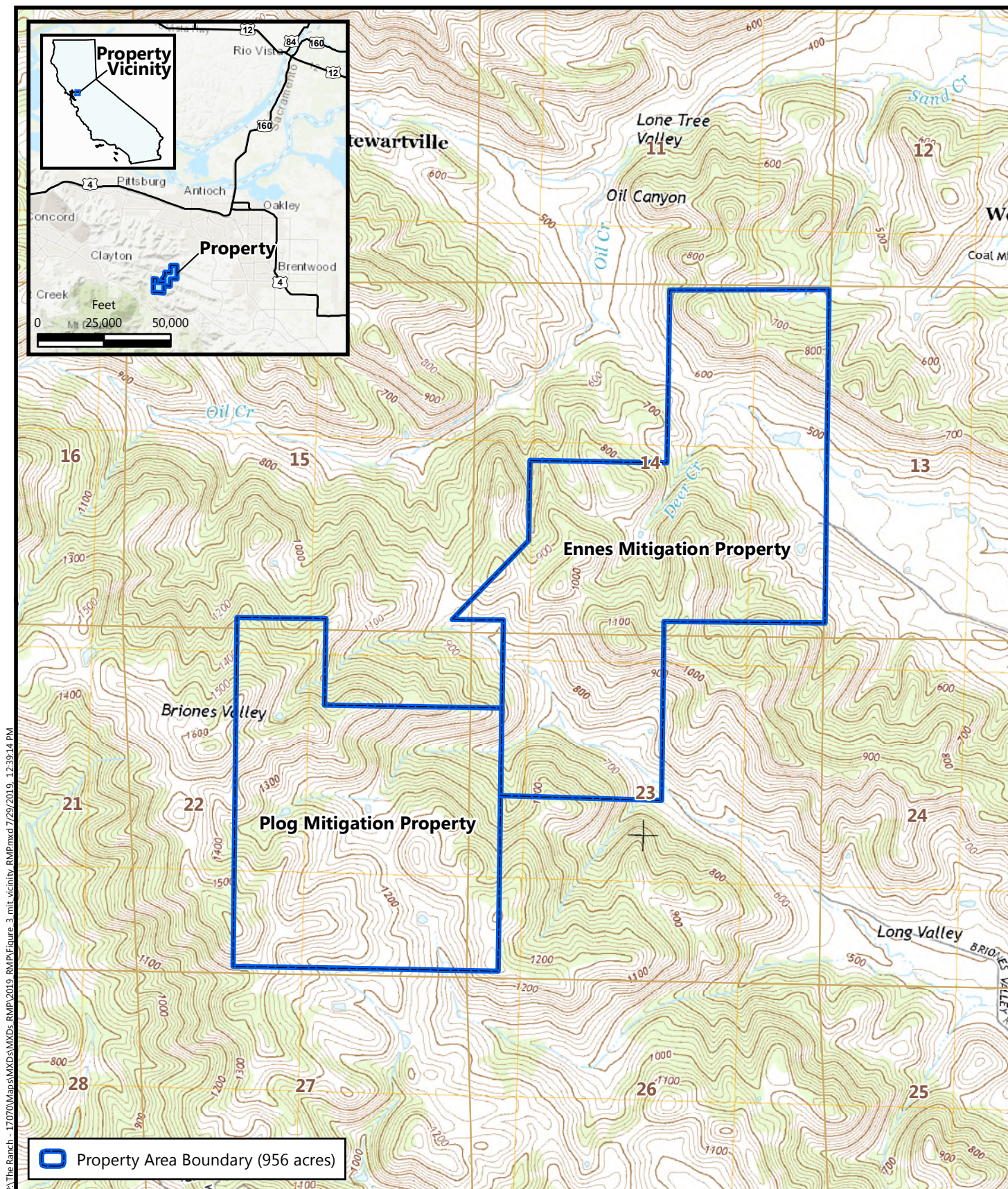


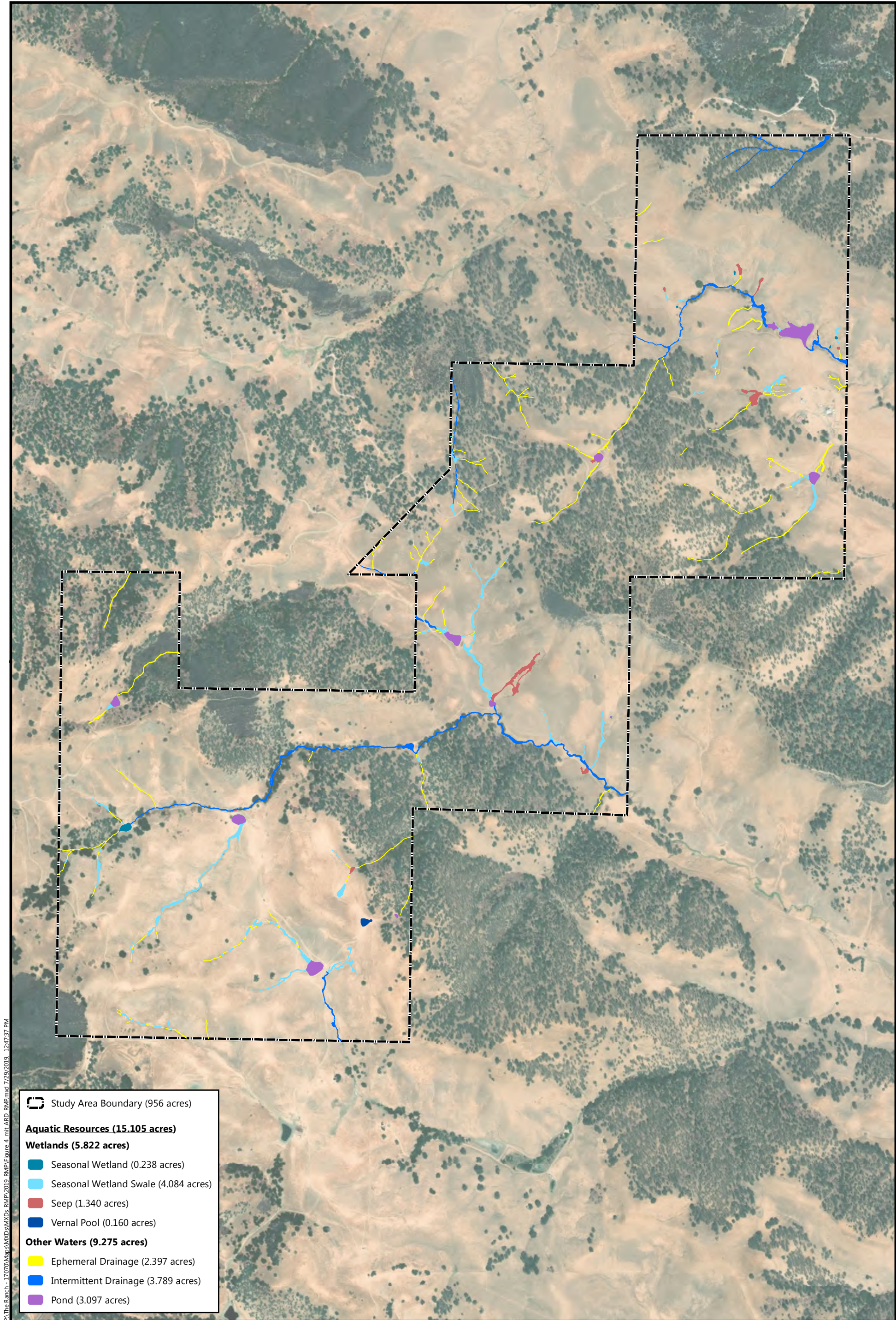
Figure 4
Richland Mitigation Properties
Site and Vicinity

Richland Mitigation Properties
Contra Costa County, California



E50

Source: United States Geologic Survey, 2015.
Sections 14, 15, 22, and 23, Township 1 North, Range 1 East, MDB&M
"Antioch South, California" 7.5-Minute Topographic Quadrangle
Longitude -121.839026, Latitude 37.923814



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Aerial Source: Ditigal Globe, 1 and 18 August 2018

Figure 5
Richland Mitigation Properties
Aquatic Resources

Richland Mitigation Properties
Contra Costa County, California



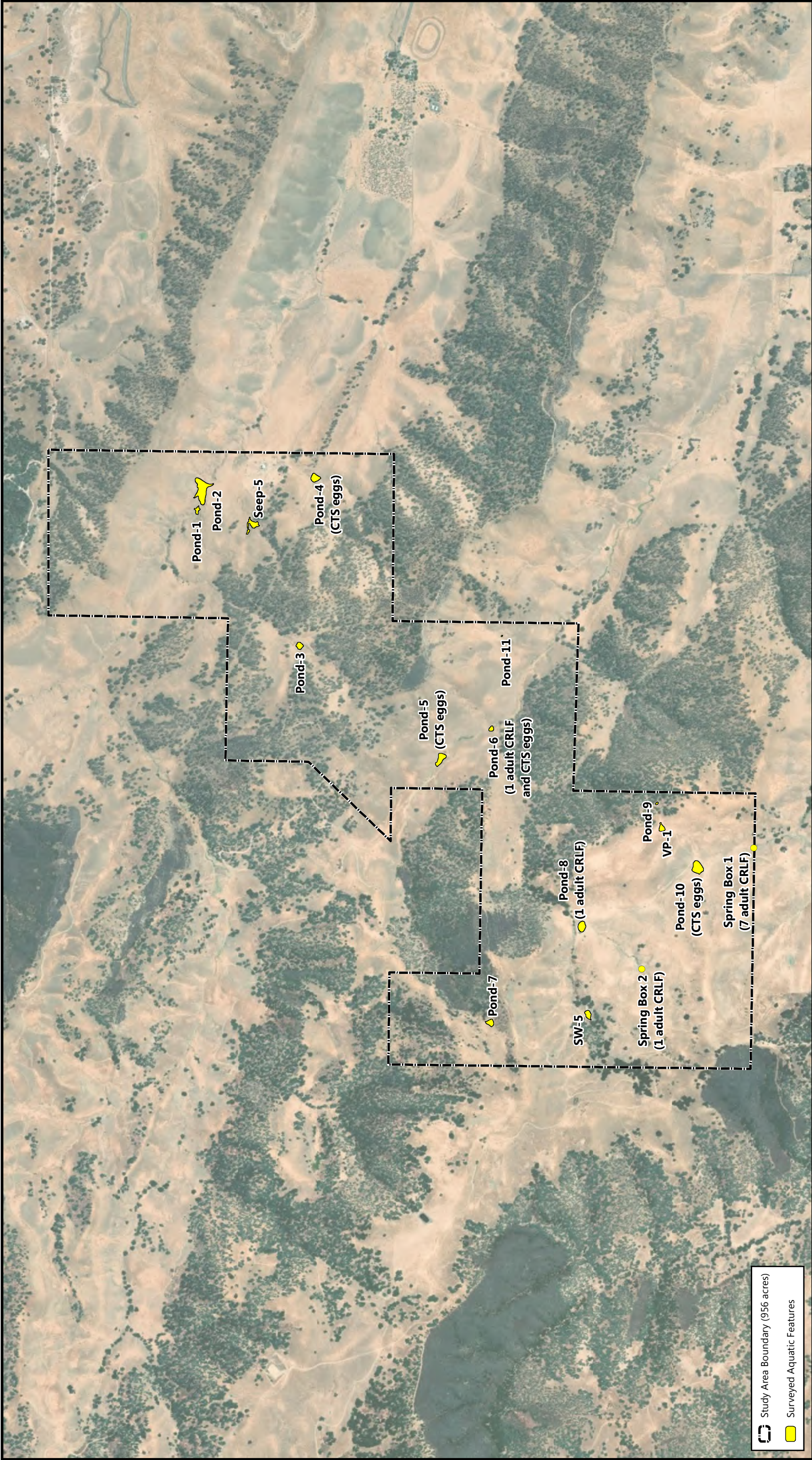


Figure 6
Richland Mitigation Properties
2019 California Red-Legged Frog and
California Tiger Salamander Survey Results
Richland Mitigation Properties
Contra Costa County, California



Attachments

Attachment A. Project Conceptual Land Use Plan

Attachment B. Impacts to Aquatic Resources

Attachment C. Tree Survey Map

Attachment D. Verified Aquatic Resources

Project Conceptual Land Use Plan



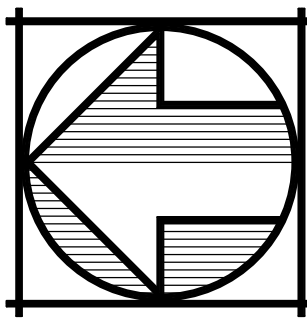
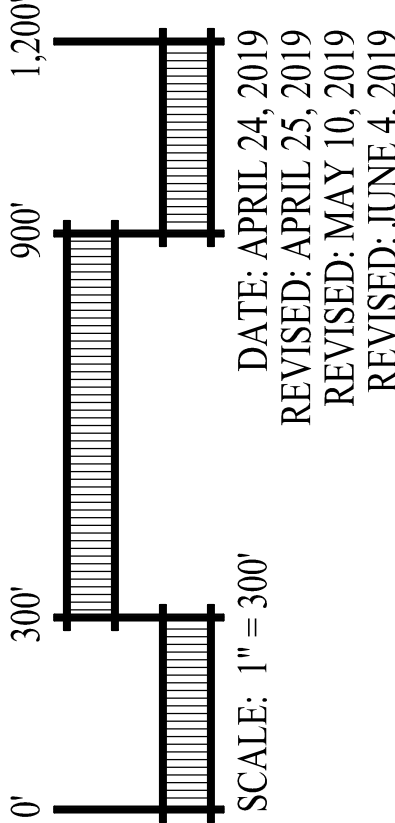
PRODUCT & AREA SUMMARY

TYPE	PRODUCT OR AREA TYPE	ACREAGE	% OVERALL	% RES ACREAGE	NET DENSITY (DU/AC)	AVERAGE LOT SIZE (SF)	TARGET # UNITS	% RES UNITS
	LOW DENSITY (LD)	140.5	25.5%	55.4%	3.9	10,000	543	42.7%
	• LD-1 EXECUTIVE	18.5	3.4%	7.3%	3.7	10,000	68	5.8%
	• LD-2 EXECUTIVE	18	3.3%	7.1%	3.6	7,000	65	5.5%
	• LD-3 CONVENTIONAL	104	18.9%	41.0%	3.9	7,000*	410	31.4%
	AGE RESTRICTED (AR)	75	13.6%	29.6%	5.6	5,000	422	38.2%
	MEDIUM DENSITY (MD)	38	6.9%	15.0%	5.6	4,500	212	18.0%
	RESIDENTIAL TOTAL	253.5	46.0%	100.0%	4.6		1,177	100.0%
	VILLAGE CENTER	5	0.9%					
	PUBLIC USE (PO)	3	0.5%					
	• FIRE STATION (PQ-F)	2	0.4%					
	• TRAIL STAGING AREA (PQ-S)	1	0.2%					
	PARKS (P)	20	3.6%					
	LANDSCAPE (L)	2.5	0.5%					
	OPEN SPACE (OS)	229.5	41.6%					
	MAJOR ROADWAYS	38	6.9%					
	TOTAL	551.5	100%					

*NOTE: A ROW OF MINIMUM 8,000 SF LOTS IS REQUIRED WHERE ABUTTING EXISTING SINGLE FAMILY DEVELOPMENT TO THE NORTH.
AREA SUMMARY BASED ON THE RANCH AT ANTIOCH DEVELOPMENT STANDARDS AND DESIGN GUIDELINES, ASCENT ENVIRONMENTAL, OCTOBER 2018

ILLUSTRATIVE SITE PLAN

THE RANCH
CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA



cbg

CIVIL ENGINEERS SURVEYORS PLANNERS

SAN RAMON

SACRAMENTO

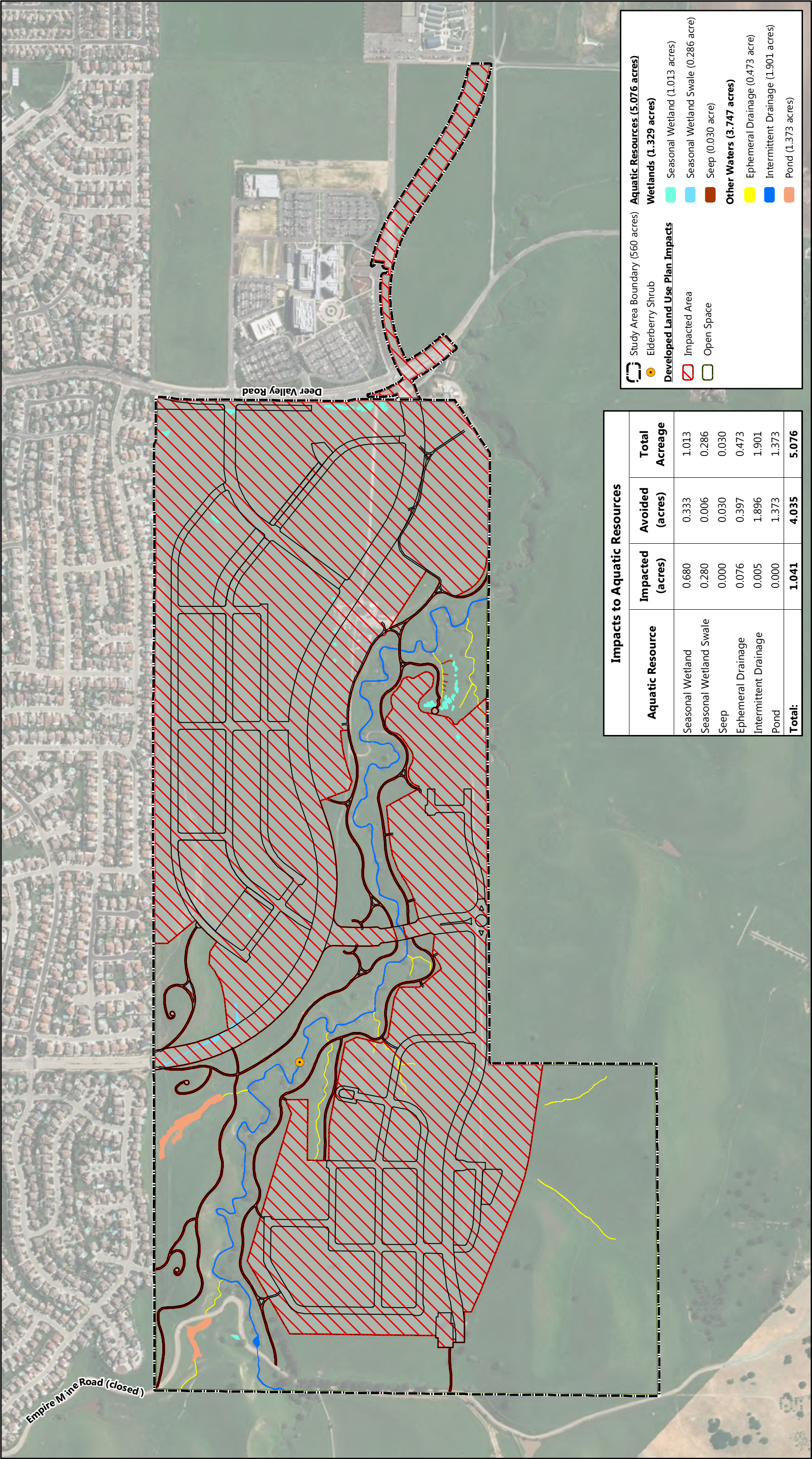
WWW.CBANDGS.COM

(925) 866-0322

(916) 375-1877

DATE: APRIL 24, 2019
REVISED: APRIL 25, 2019
REVISED: MAY 10, 2019
REVISED: JUNE 4, 2019

Impacts to Aquatic Resources



Impacts to Aquatic Resources				
Aquatic Resource	Impacted (acres)	Avoided (acres)	Total Acreage	
Seasonal Wetland	0.680	0.333	1.013	
Seasonal Wetland Swale	0.280	0.006	0.286	
Seep	0.000	0.030	0.030	
Ephemeral Drainage	0.076	0.397	0.473	
Intermittent Drainage	0.005	1.896	1.901	
Pond	0.000	1.373	1.373	
Total:	1.041	4.035	5.076	

Study Area Boundary (560 acres)

Elderberry Shrub

Developed Land Use Plan Impacts

Impacted Area

Open Space

Aquatic Resources (5.076 acres)

Wetlands (1.329 acres)

Other Waters (3.747 acres)

Seasonal Wetland (1.013 acres)

Seasonal Wetland Swale (0.286 acre)

Seep (0.030 acre)

Ephemeral Drainage (0.473 acre)

Intermittent Drainage (1.901 acres)

Pond (1.373 acres)



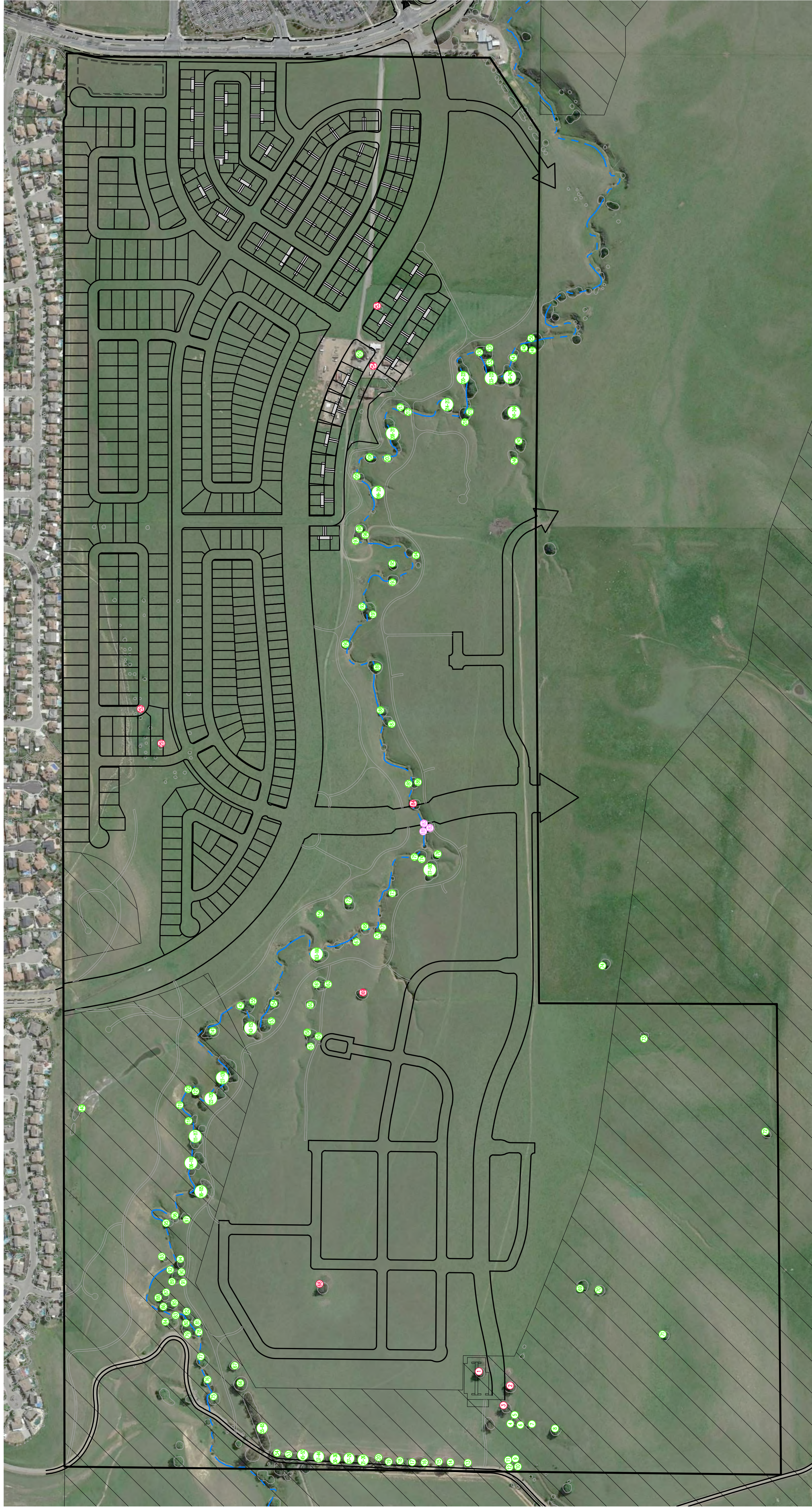
Aquatic Resources Source: Live Oak Associates, Inc., March 2015,
Madrone Ecological Consulting, LLC, 2019
Land Use Plan: CBG, Inc., March 2019
Aerial Source: DigitalGlobe, 19 and 25 August 2017



Aquatic Resources Impacts

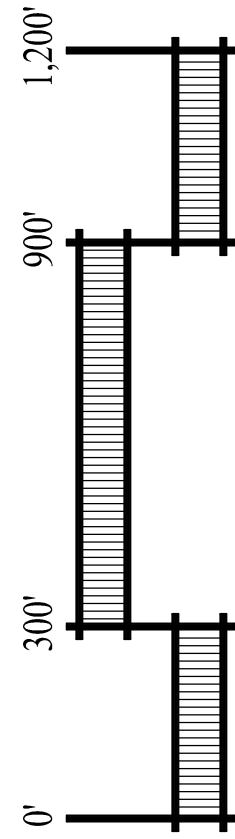
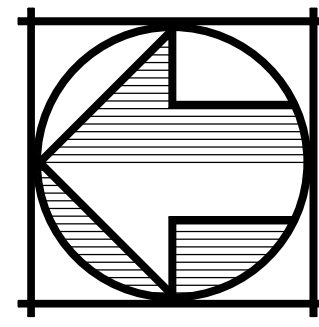
Antioch, Contra Costa County, California
The Ranch in Antioch

Tree Survey Map



TREE LOCATIONS

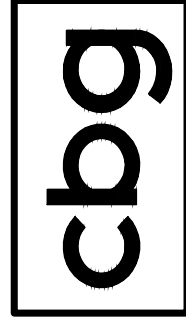
THE RANCH

CITY OF ANTIOCH
CONTRA COSTA COUNTY
CALIFORNIA

SCALE: 1" = 300' DATE: SEPTEMBER 12, 2019

- CIVIL ENGINEERS
- SURVEYORS
- PLANNERS

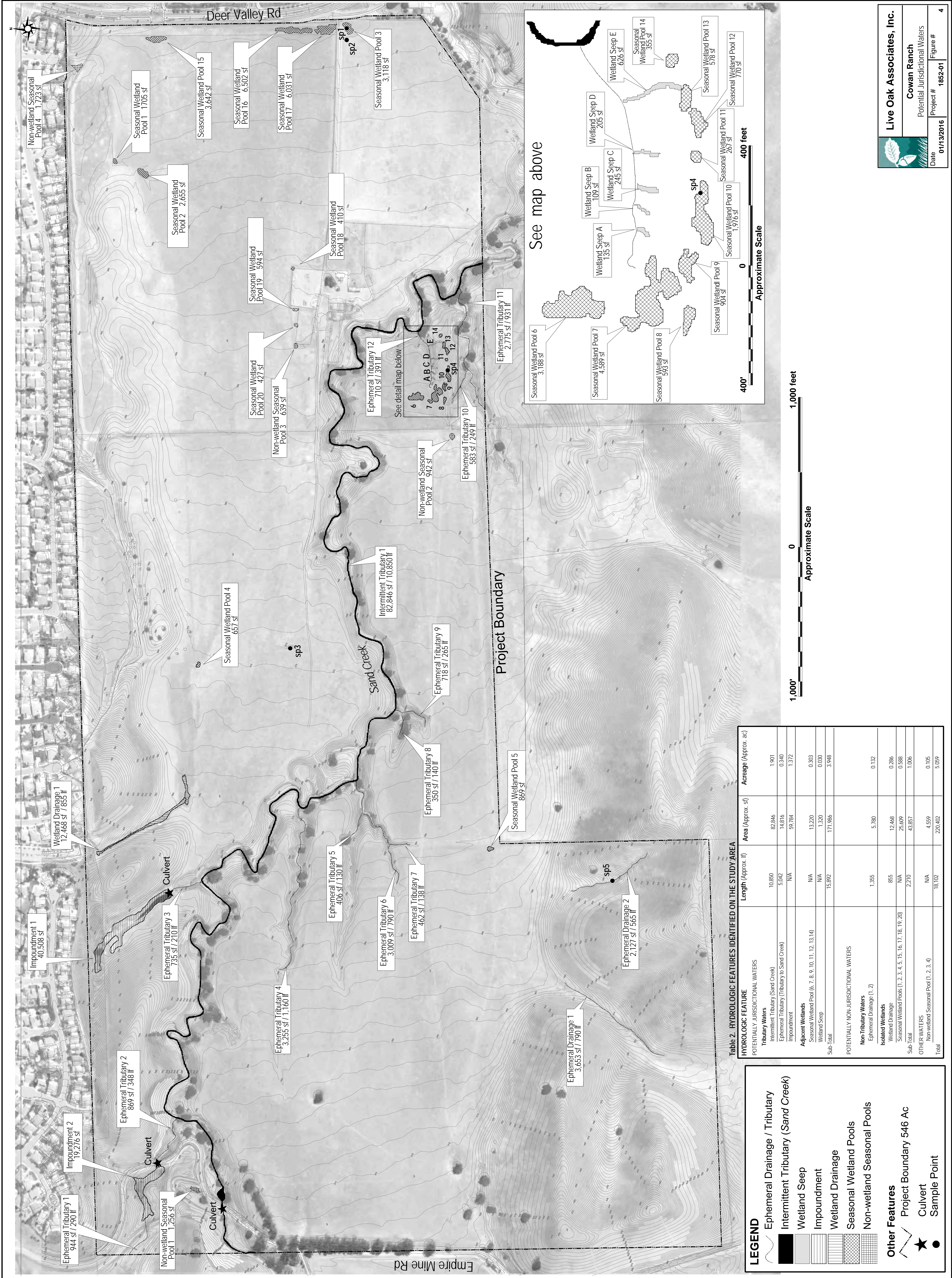
SAN RAMON ■ (925) 866-0322
SACRAMENTO ■ (916) 375-1877
WWW.CRANDG.COM



LEGEND

- 3 TREE TO BE REMOVED PER ARBORIST REPORT TABLE 3
181 TREE TO BE REMOVED PER SITE PLAN
4 TREE TO REMAIN / OUTSIDE DEVELOPMENT FOOTPRINT

Verified Aquatic Resources



See map above

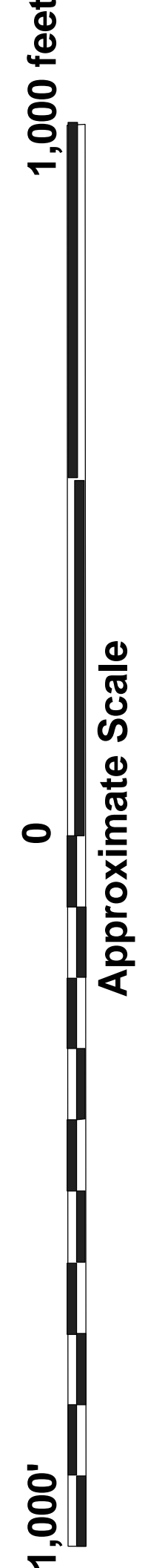


Table 2. HYDROLOGIC FEATURES IDENTIFIED ON THE STUDY AREA			
HYDROLOGIC FEATURE	Length (Approx. lf)	Area (Approx. sf)	Acreage (Approx. ac)
POTENTIALLY JURISDICTIONAL WATERS			
Tributary Waters			
Intermittent Tributary (Sand Creek)	10,850	82,846	1.901
Ephemeral Tributary (Tributary to Sand Creek)	5,042	14,816	0.340
Impoundment	N/A	59,784	1.372
Adjacent Wetlands			
Seasonal Wetland Pools (6, 7, 8, 9, 10, 11, 12, 13, 14)	N/A	13,220	0.303
Wetland Seep	N/A	1,320	0.030
Sub-Total	15,892	177,956	3.948
POTENTIALLY NON-JURISDICTIONAL WATERS			
Non-Tributary Waters			
Ephemeral Drainage (1, 2)	1,355	5,780	0.132
Isolated Wetlands			
Wetland Drainage	855	12,468	0.286
Seasonal Wetland Pools (1, 2, 3, 4, 5, 15, 16, 17, 18, 19, 20)	N/A	25,609	0.588
Sub-Total	2,210	43,857	1.006
OTHER WATERS			
Non-wetland Seasonal Pool (1, 2, 3, 4)	N/A	4,559	0.105
Total	18,102	220,402	5.059

Ephemeral Drainage / Tributary

Intermittent Tributary (Sand Creek)

Wetland Seep

Impoundment

Wetland Drainage

Seasonal Wetland Pools

Non-wetland Seasonal Pools

Other Features

Project Boundary 546 Ac

Culvert

Sample Point

Live Oak Associates, Inc.

Cowan Ranch

Potential Jurisdictional Waters

Date

01/13/2016

Project #

1852-01

Figure #

4

E61

ATTACHMENT F
COMMENT LETTERS

ATTACHMENT "F"

From: [Greg](#)
To: [Morris, Alexis](#)
Cc: gsousa@aol.com
Subject: The Ranch
Date: Monday, June 29, 2020 10:10:10 AM

Alexis,

I say no to The Ranch.

I was under the understanding that The Ranch was on HOLD as it was going to be on the November Ballot for a Vote.

Greg Sousa

From: [Daniel McNulty](#)
To: [Planning Division](#)
Subject: Sand Creek Project
Date: Monday, June 29, 2020 5:51:58 PM

Hi my name is Daniel McNulty and currently a resident/home owner in the city of Antioch. I really think this project would not only make our city a better place but also bring many jobs to local people in this area. Please approve of this project. Thank you.

[Sent from Yahoo Mail on Android](#)

29 June 2020

Sand Creek Focus Area – The Ranch Development

Antioch Planning Commission and City Council,

We have lived on Mammoth Way for eighteen years and our property backs up to the proposed area of development. When we moved here, we were told that someday the area behind us could be developed. The original plans proposed a golf course and senior housing that would be like the Brentwood Summerset developments. This development would be built with a golf course, housing and open space areas. It seems that over the course of years that the “original” plan has greatly changed. Now we see they want to build large estate type homes at the far end of the project closer to the hills along with the senior housing. This means that the high-density homes would be placed in the lower section of the property. And these would now be looking into our yards.

I know if I were in a senior housing complex like Summerset, I would want to be closer to the medical facilities. That is why I do not understand the developer wanting to locate the homes so far away and not building the single-story senior development in the lower section of the property closer to Kaiser Hospital. And my understating is that these senior type homes would be in the final stages of the project. My guess there is not enough profit in senior housing to want to put these in first and possibly not even get built.

We have attended prior meetings that the developer held at the water park and later city council meetings to ask for input from some of the neighbors that live adjacent to the project and in the city of Antioch. They did get feedback from the neighbors but it seemed to me that they were more interested in what was going on at the upper end of the project and the creek and what effect it would have on the people looking down on the project and keeping these hills as they are with minimal disturbance. We in the lower end asked for a buffer of some kind between the homes bordering on the project and the new homes being built. The homeowners had proposed such things as bike or walking path or even a park area. They listened and took notes and made diagrams but came back with their drawings not showing any kind of buffer. We asked and were told that had made a buffer and it would be larger lots behind us. We do not think big lots would make for a good buffer. Why do they not move some of these green belt areas over to the border of our homes and give us the buffer we asked for? To me it looks like the developer is not listening to the people that live there. I see Richland homes as not being a good neighbor and looking out for the people now living next to their projected development and what the people of Antioch would like for their city. It must just be bottom line numbers they are looking at.

Has anyone done a time study on the Deer Valley traffic within the proposed development? That road is currently terribly busy at commute time – both morning and afternoon. It will be even worse if all these

new homes are built. Approximately 1177 homes with at least two cars for each home. More traffic and more pollution. Is that really what the city of Antioch wants for their people?

We also discussed water. Many homeowners in Antioch have conserved water the last few years and especially looks like we might be in for more this coming year with much less rain. We even let our lawns die out to conserve more water. It is still going to take a few more years to raise the water tables and reservoirs back to their capacities. So, many of us want to know, where is the water coming from to support this new development? The only answer we got was that it will be there, and the city said so. So, while all of us continue to conserve water it looks like the new development will have all that it needs? This does not seem equitable to those that have been conserving all these years.

Also, I have not seen any type of grading plans for this project. Just how much earth moving is going to be involved in this new project? The land behind our home looks like the grade level is 10 to 15 feet higher than our home lots. What are they planning to do about that area?

Also, I believe in the plans they were calling for a village center on Deer Valley road. What would that be a gas station or a coffee shop with more medical offices. Is that what is needed in that area with so many buildings in the city of Antioch sitting empty. Let us use what we have.

Also, nothing was discussed as to what kind of border is going to be behind our homes. Is there going to be another ugly tall wall built? It would have been nice to see what we are going to be looking at from our homes.

Why is Richland trying to get his approved right now? Is it because of the measure going on the ballot for the people of Antioch to decide what they want for their city and they do not want to wait for the results? Is the city just going to give the go ahead to the developer and push our concerns under the table for the sake of more houses and revenue? Also, where are the roads, or does it just mean more cars on the existing roads and more congestion? Also, what about the crowding of our schools? The schools in Antioch are crowded now.

We have attended other meetings and it looks like they are not listening. I have seen no changes to what is being proposed up against our homes that border the development but bigger lots and homes.

Also, what about police and fire. It seems the Antioch police cannot handle what is out there now. Is it because they are understaffed? Anyone here been to the FoodMax on Lone tree?. There are young kids just sitting in the area leaving trash and using filthy language. Also, around the nearby gas station it looks like they are selling drugs all the time and cars are getting broken into in the parking lot. Also I

read on the neighborhood watch about cars in the area getting broken into almost every night Also it seems like there is more and more mail theft. And now we have fireworks going off every night as I can see them from my house. They seem to be a few blocks over from Mammoth Way. We have a big fire danger with it being so dry. Is the city police looking into these or no one cares? Let us take care of our areas before we bring in more houses, and more people that the city cannot take care of. We could use more industry our here before we need more housing. Where are the additional police that were promised to the people of Antioch? I am sorry but the police response is terribly slow. I am sure they are trying their best. We were broken into not long ago and we sat for almost an hour outside our home waiting after we had called 911. With more homes are there going to be more fire personal? If so, how are they going to be paid? Will this call for more taxes which people are tired of paying? Maybe we should back up and look at what is here and how to take care of the existing.

In our opinion this area should just be left as a beautiful open space for future generations with minimal construction. Let us keep what we have and not become another community with just homes and pavement and more traffic.

Michael Johnson

James Pacquer

Mammoth Way, Antioch

Msj007x@aol.com



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

June 29, 2020

City of Antioch
Planning Commission
Via Email: planning@ci.antioch.ca.us

Re: The Ranch (Richland Planned Communities, Inc.)

Commissioners,

The Fire District has secured a commitment from Richland Planned Communities ("Richland") to provide a memorandum of understanding ("MOU") which resolves major elements of concern related to providing adequate fire and emergency medical services within the project area.

The MOU would be a required element of the development agreement between Richland and the City of Antioch. The Fire District and Richland have agreed that Richland will provide a buildable parcel at an agreed upon location for a new fire station within The Ranch Project, as well as pay both the City's impact fee for fire in effect at the time of building permit issuance, and establish, in coordination with the City, a community facilities district ("CFD") to generate additional funds to cover the costs associated with providing ongoing fire, rescue, and emergency medical services to The Ranch Project.

Based on the elements contained in the draft MOU, Richland has addressed all Fire District related concerns and issues for the project, as presented.

Please feel free to contact me if you have any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "L. Broschard III", with a stylized flourish at the end.

Lewis T. Broschard III
Fire Chief

ANDREW A. BASSAK
PARTNER
DIRECT DIAL (415) 995-5006
DIRECT FAX (415) 995-3477
E-MAIL abassak@hansonbridgett.com



June 30, 2020

VIA E-MAIL AND U.S. MAIL planning@ci.antioch.ca.us

Milanka Schneiderman, Chair
Antioch Planning Commission
200 H Street
Antioch, CA 94531

Re: Antioch Planning Commission Meeting July 1, 2020; Comments of the Zeka Group to
The Proposed Ranch Project (GP-20-01 & MDP-20-01; State Clearinghouse No. 2019060012)

Dear Chair Schneiderman and Honorable Commissioners:

My law firm and I represent The Zeka Group Incorporated (the "Zeka Group"), the owner of the 640-acre Zeka Ranch property located adjacent to the Ranch Project in the southwestern portion of the City. I write in advance of the City Planning Commission meeting regarding the proposed Ranch Project currently scheduled for July 1, 2020.

The Zeka Group's Preliminary Application Under SB 330.

Last week, the Zeka Group submitted a complete Preliminary Application, together with all requisite supporting information regarding Zeka Group's Property and proposed development project, pursuant to Government Code Section 65941.1 added by the Housing Crisis Act of 2019 and effective January 1, 2020 ("SB 330"). By law Zeka Group's Preliminary Application (1) is subject only to the local policies, ordinances and standards in effect as of the date of the Preliminary Application, (2) is deemed complete upon submission to the City for purposes of the vesting protections, and (3) will be followed by an application for the development project at Zeka Ranch within 180 calendar days.

Consistent with the City's General Plan, the Preliminary Application vests rights in Zeka Group to develop an upscale housing development project with a total of 338 residential units on the 639-acre site, each with a minimum of two covered parking spaces and two driveway parking spaces. The proposed housing development will include Large Lot Residential uses comprised of 54 Hillside Estate Housing units north of Sand Creek, on lots of at least 20,000 square feet, and 284 Executive Estate Housing units south of Sand Creek within the flatter valley floor area of the Property, on lots of at least 12,000 square feet. All of the upland woodland areas and ridge line complex to the south as well as a predominant portion of the east-west ridge line complex to the north are to be preserved.

Given Zeka's SB 330 superior vested rights to develop its project, the proposed amendments to the City's General Plan text, General Plan Land Use Map, Circulation Element, and Housing Element to be discussed on July 1 at the Planning Commission cannot be approved as presented. Myriad aspects of The Ranch Project will need to be harmonized with Zeka Group's project in order to ensure principles of sound land use planning and environmental review are followed. For instance, the proposed realignment of Dallas Ranch Road will need to be

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modified, and other infrastructure, utility, and road locations will need to be revised to efficiently serve all development contemplated by the City's General Plan, including the now vested Zeka Ranch project.

The City Should Continue the July 1, 2020, Planning Commission Meeting To a Future Date.

The City will appreciate the material reordering of the development rights within the Sand Creek area occasioned by The Zeka Group's SB 330 Preliminary Application. The items to be reviewed at the July 1 meeting simply are not approvable in their current form. As The Zeka Group will be submitting its application for its development project at Zeka Ranch within a mere 180 calendar days, it makes no sense for the Planning Commission to move forward now. The Zeka Group requests that the Planning Commission continue the scheduled July 1 meeting, and return to the necessary approvals for both The Ranch Project and The Zeka Group's project together only after such time as the material inconsistencies have been resolved. Rescheduling the meeting for a future date after the projects have been reconciled will conserve considerable City resources and avoid the need for further litigation.

If the City Declines To Continue Wednesday's Hearing, The Zeka Group Requests The City Deny Certification Of The EIR And All Discretionary Entitlements For The Ranch Project.

The Zeka Group urges the Planning Commission to recommend that the City Council deny certification of the Environmental Impact Report ("EIR"), and to deny the applications for discretionary entitlements for Richland Planned Communities' proposed residential development, known as "The Ranch" ("Project"). As currently proposed, the Project would consist of a master planned residential community with 1,177 residential units on 253.50 acres of a 551.50-acre site in the City of Antioch's ("City") western Sand Creek Focus Area.

As we will explain in further detail below, the City has prepared a substantially defective EIR that fails to comply with the requirements of the California Environmental Quality Act ("CEQA;" Pub. Resources Code, § 21000 et seq.) and the State CEQA Guidelines ("Guidelines;" Cal. Code Regs., tit. 14, § 15000 et seq.). The EIR fails to disclose, evaluate, and mitigate direct, indirect, and cumulative Project impacts on the environment and on human beings. Furthermore, the proposed General Plan amendment and rezoning constitute impermissible spot zoning.

Given the Project's scale, intensity, and projected lifespan, it is imperative for the City to take this opportunity to correct the serious deficiencies in this Project's environmental review. The Project will dramatically re-shape Antioch for generations to come, and it is crucial that the this City's leaders adequately inform its residents of the Project's environmental effects. At the very least, this City should recirculate the Project's EIR to allow the public the meaningfully comment on significant, new information that has been presented to the City following the circulation of the Draft EIR, including The Zeka Group's development project.

1. Background Regarding The Ranch Project

As noted above, the Project would construct nearly 1200 residential units on largely undeveloped land in the City's Sand Creek Focus Area. Under the City's General Plan, the Project site is designated as "Golf Course Community/Senior Housing/Open Space," "Hillside and Estate Residential," and "Public/Quasi Public." (See EIR at p. 2-2.) In addition to the residential housing, the Project would also construct a 5.00-acre "Village Center" with commercial, office, and retail space. (See *id.* at p. 2-5.) Residential uses would cover

approximately 46 percent of the total project site. (*Ibid.*) To carry out this project, the developers and project proponents seek a range of discretionary entitlements, including General Plan Amendments (map, text, Circulation Element, Housing Element), Zoning Code amendment, Master Development Plan, Design Review to adopt Design Guidelines, Resource Management Plan, and a Development Agreement.

2. The Project's Environmental Impact Report Fails to Comply with CEQA and the State CEQA Guidelines.

"The EIR has been aptly described as the 'heart of CEQA.' [Citations.] . . . Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions *before* they are made. Thus, the EIR 'protects not only the environment but also informed self-government.' [Citation.]" (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564, original emphasis.) "The foremost principle under CEQA is that the Legislature intended the act 'to be interpreted in such manner as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language.' (*Friends of Mammoth v. Board of Supervisors* (1972) 8 Cal.3d 247, 259.)" (*Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 390 ["*Laurel Heights*"].)

CEQA compliance "serve[s] an important purpose in helping to shape and inform [public officials'] exercise of discretion." (*Mountain Lion Foundation v. Fish & Game Com.* (1997) 16 Cal.4th 105, 122.) To that end, "the public and decision-makers, for whom the EIR is prepared, should . . . have before them the basis for [EIR conclusions] so as to enable them to make an *independent, reasoned judgment*." (*Santiago County Water Dist. v. County of Orange* (1981) 118 Cal.App.3d 818, 831, emphasis added.) Even if City staff or the EIR drafters already know how the Project will impact the environment, to paraphrase *Laurel Heights*, "the critical point" is that the public and the City Council "must be equally informed." (47 Cal.3d at p. 404.) In other words, the EIR is a "document of accountability." (*Id.* at 392; *accord, Sierra Club v. County of San Diego* (2014) 231 Cal.App.4th 1152, 1164-1165.)

"[T]he ultimate decision of whether to approve a project, be that decision right or wrong, is a nullity if based upon an EIR that does not provide the decision-makers, and the public, with the information about the project that is required by CEQA." [Citation.]" (*Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70, 88.) "CEQA is enforced with powerful remedies to ensure that the review process is completed appropriately and the various findings are made before projects go forward. Litigants, including members of the public, may apply to courts to order agencies to void, either in whole or in part 'any determination, finding, or decision . . . made without compliance' with CEQA. [Citations.]" (*Friends of the Eel River v. North Coast Railroad Authority* (2017) 3 Cal.5th 677, 713.)

To be adequate, an EIR must do more than disclose a project's environmental impacts; it must also meaningfully evaluate the level of environmental significance of such impacts. (*Poet, LLC v. State Air Resources Bd.* (2017) 12 Cal.App.5th 52, 64; see *Cleveland National Forest Foundation v. San Diego Assn. of Governments* (2017) 3 Cal.5th 497, 514-515 [an EIR must "reasonably describe the nature and magnitude of the adverse effect"]; Pub. Resources Code, § 21083, subd. (b).) This includes impacts that are "potentially" significant since CEQA defines "a significant environmental impact . . . as 'a substantial, or *potentially substantial*, adverse change in the environment.'" (*Vineyard Area Citizens for Responsible Growth, Inc. v. City of*

Rancho Cordova (2007) 40 Cal.4th 412, 448 & fn. 17, original emphasis ["*Vineyard*"], quoting Pub. Resources Code, § 21068; see also *id.* at § 21100, subd. (d).)

While "perfection" isn't necessary, the EIR "must be 'prepared with a sufficient degree of analysis to provide decisionmakers with information which enables them to make a decision which intelligently takes account of environmental consequences.'" (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 712, quoting Guidelines, § 15151.) "The data in an EIR must not only be sufficient in quantity, it must be presented in a manner calculated to adequately inform the public and decision makers, who may not be previously familiar with the details of the project." (*Vineyard, supra*, 40 Cal.4th at 442.)¹

As we will show in further detail below, many aspects of the EIR fall far short of the standards required by CEQA and the Guidelines.

a. Failure to Provide an Adequate and Stable Project Description

An EIR must provide a description of "the project's technical, economic, and environmental characteristics" (Guidelines § 15124, subd. (c).) "An accurate, stable and finite project description is the sine qua non of an informative and legally sufficient EIR." (*County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 193.)

Here, the EIR provides an incomplete and inconsistent description of the physical development that would occur as part of the Project. Although the EIR provides a conceptual site plan that shows the general location of planned residential housing, parks, and the planned commercial development at the "Village Center" (see Draft EIR Exhibit 2-8 ["Site Plan"]), the EIR provides no details about the specific orientation, location, size, or layout of physical structures that would be constructed.² This is a substantially defective project description that denies City decisionmakers and members of the public a meaningful opportunity to scrutinize the Project's environmental effects. Indeed, there is no way for members of the public or decisionmakers to determine whether structures will be oriented or clustered in a manner that will exacerbate effects on traffic, noise, geological hazards, or other aspects of the physical environment.

Courts have held that such extreme lack of specificity is a fatal legal error. In a decision published last year, for example, the Court of Appeal held that an EIR was defective because it did not "contain site plans, cross-sections, building elevations, or illustrative massing to show what buildings would be built, where they would be sited, what they would look like, and how many there would be." (*Stopthemillenniumhollywood.com v. City of Los Angeles* (2019) 39 Cal.App.5th 1, 19.) The EIR at issue here suffers from the exact same flaw.

¹ To enable government officials and the public to fully understand the environmental consequences of project approvals, and to further assure the public that those consequences have been taken into account, the EIR "must present information in such a manner that the foreseeable impacts of pursuing the project can actually be understood and weighed, and the public must be given an adequate opportunity to comment on that presentation before the decision to go forward is made." (*Vineyard, supra*, 40 Cal.4th at 449-450.)

² The site plans in the Draft EIR and Final EIR also indicate that a portion of the "Village Center" will be constructed *outside* the boundary of the Project site. The Project description should be revised to show the correct Project boundaries. We also note that portions of the EIR sometimes refer to the conceptual site plan as "Exhibit 2-6" in the Draft EIR rather than "Exhibit 2-8" (see, e.g., Draft EIR at p. 3.10-8).

To make matters worse, the site plan at Exhibit 2-8 is also inconsistent with similar site plans shown later in the EIR. For example, Exhibit 3.14-20 shows a different orientation and alignment for the roads south of Sand Creek Road on the eastern portion of the Project site. Exhibit 2-8 shows the roads bisecting Sand Creek Road, while Exhibit 3.14-20 shows a road that runs parallel to Sand Creek Road but ends in a *cul de sac*. The location of the medium density residential development is also inconsistent. Furthermore, Attachment A to Appendix D shows a separate conceptual site plan without any road south of Sand Creek Road (Sand Creek Road is labelled "Dallas Creek Road" in this version of the conceptual site plan). The inconsistencies were neither corrected nor clarified in the Final EIR.

These inconsistent disclosures and descriptions undermine and frustrate the EIR's ability to accurately assess the full extent of environmental impacts. For example, the Biological Resources Assessment assumes that there will be no new road to the south of Sand Creek Road on the eastern portion of the project site, and based on that assumption, the EIR shows that the "impacted area" for biological resources only extends to the edge of the medium density residential development, rather than the edge of the new road (which would be located south of the medium density residential development).

Many key questions about the Project's scope, layout, design, and operation remain unanswered. These questions include (but are not limited to) the following:

- What are the specific heights of new physical structures at the project site?³
- What types of building materials will be used, and what are the roofing materials?
- Will there be any illuminated signage at the Project site?
- Where (specifically) will on-street parking be located, and how will residents access off-street parking from the new roadways?
- Where (specifically) will signalized pedestrian and bicycle crossings be located?
- To what extent will retail spaces be affordable to low- and moderate-income members of the public?
- Will there be a specific location for taxis and ridesharing services to queue outside of the Village Center?
- What species of street trees will be selected for inclusion at the Project site, and where will those specific trees be located?

The EIR also fails to provide a stable project description. In last-minute errata published in the final EIR, the project description was amended to include a new description of "Open Space Uses" at the project site. (See Final EIR at p. 3-24.) The errata now discloses, for the first time, that the trail system "will be located well outside the 125-foot set back from centerline of Sand Creek (on both sides)." (*Ibid.*) But this disclosure conflicts with prior disclosures (and site illustrations) that show a trail passing across Sand Creek in the southeastern portion of the Project site. (See Draft EIR Exhibit 2-10.) This change in the project description is significant new information, as it could substantially change the scope of impacts to environmental resources (including, among other things, biological and hydrological resources).

³ Leaving this question unanswered will make it difficult to determine aesthetic impacts.

The changes to the project description in the final EIR also reveal, for the first time, that "trails will be lined with post and cable (or other suitable) fencing and signage (all subject to regulatory approvals from the resource agencies) to keep people and pets out of the sensitive open space area." (See Final EIR at p. 3-24.) Again, this is significant new information, as it will likely impede the effectiveness of mitigation measures that are specifically designed to facilitate wildlife movement across preserved areas of the Project site. In fact, the Draft EIR's conclusions regarding impacts to biological resources *assume* that the Project will not have cumulatively significant impacts on wildlife movement corridors because no exclusionary fencing will be installed at the project site. (See Draft EIR at p. 3.4-77 ["MM BIO-4 would prohibit any exclusionary fencing from being installed along the creek corridor which could prohibit migration throughout the open space corridor provided."].) The EIR should be revised and recirculated to correct this contradiction.

Ultimately, the changes to the Project description and other new significant information in the final EIR necessitate recirculation. Under CEQA, if a Public Agency makes significant changes to an EIR after the close of the public comment period, the EIR must be recirculated to allow the public and other public agencies a meaningful opportunity to comment on the EIR. (See Guidelines § 15088.5, subds. (a) & (b).)

b. Failure to Provide an Adequate Description of the Project's Environmental Setting

"An EIR must include a description of the physical environmental conditions in the vicinity of the project This environmental setting will normally constitute the baseline physical conditions by which a lead agency determines whether an impact is significant." (Guidelines § 15125, subd. (a).) "Knowledge of the regional setting is critical to the assessment of environmental impacts. Special emphasis should be placed on environmental resources that are rare or unique to that region and would be affected by the project." (*Id.* at subd. (c).) Here, the EIR fails to provide a legally adequate description of the Project's environmental setting.

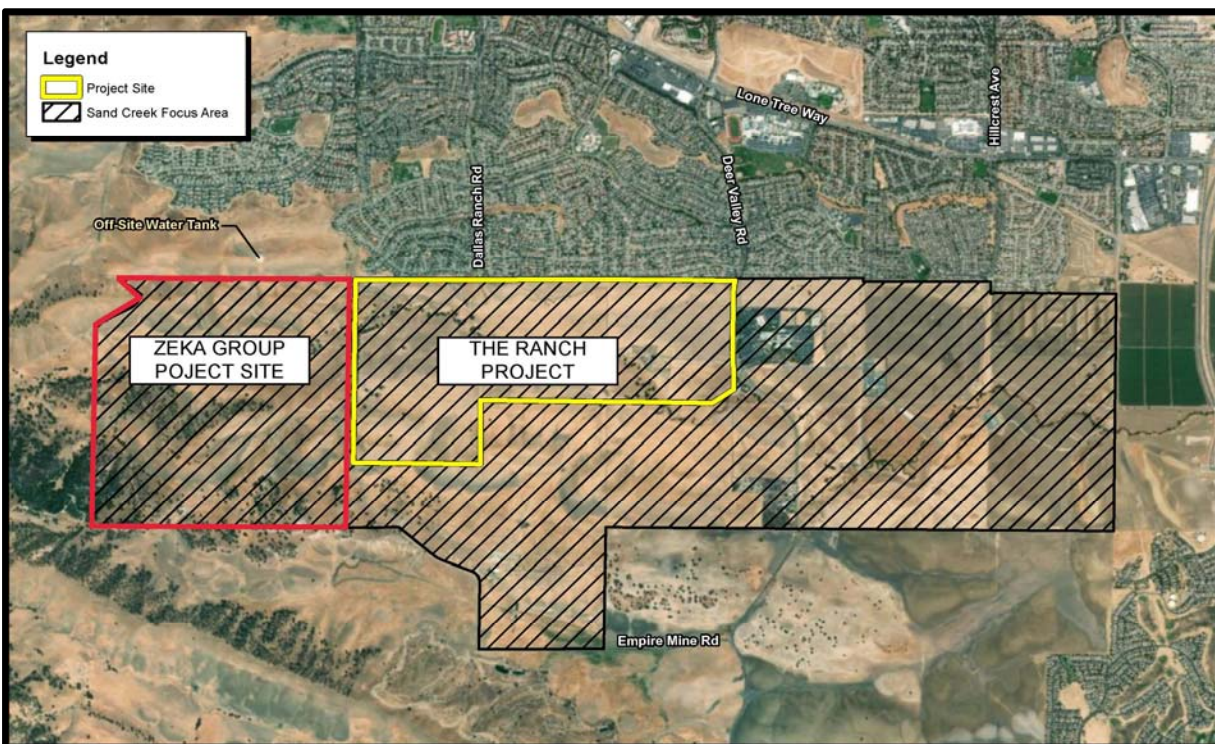
In its discussion of a project's environmental setting, an EIR must disclose the existence of related projects. An EIR must do so to account for the fact that "[t]he possible effects of a project [may be] individually limited but cumulatively considerable." (Pub. Resources Code, § 21083, subd. (b)(2).) Consequently, an EIR must discuss cumulative, incremental impacts caused by a project when effects are combined with the effects of other, closely related past, present, and reasonably foreseeable future projects. (*Id.*; see *North Coast Rivers Alliance v. Kawamura* (2015) 243 Cal.App.4th 647,682; *Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 721 [EIR held inadequate where it "improperly focused upon the individual project's relative effects and omitted facts relevant to an analysis of the collective effect this and other sources will have upon air quality"].)

Here, the EIR states that the Project site is adjacent to "undeveloped land and Empire Mine Road to the west." (Draft EIR at p. 2-1; see also *id.* at p. 2-4 [site is bordered by "a continuation of undeveloped Sand Creek Focus Area land to the west"].) The EIR completely omits the fact that the Zeka Group has submitted a preliminary application to construct a new residential project at its 640-acre Zeka Ranch property, which is located immediately adjacent of the Project site on the western side of Empire Mine Road (a map showing the relative location of the Zeka Group's project and Richland Planned Communities' Project is included below as "Figure 1"). The City and Richland Planned Communities have been aware of this proposed

development for years, and the complete omission of this project from the environmental setting fundamentally undermines the adequacy of the EIR's disclosures. The City had an opportunity to correct this omission in the final EIR when it updated the table of related projects, but it failed to do so. (See Final EIR at p. 3-26.)

The complete omission of information about the Zeka Group's project frustrates the EIR's ability to accurately disclose and analyze cumulative environmental impacts. Furthermore, because the new residential housing units at the Zeka Project will be considered sensitive receptors for certain impacts (e.g. air quality, noise; see Draft EIR at p. 3.3-15 [discussing the definition of sensitive receptors]), the EIR fails to disclose and mitigate the full extent and severity of the Project's environmental impacts. At the very least, now that the City has been made aware of the existence of the Zeka Group's project, the EIR should be revised and recirculated to address this significant new information. (See Guidelines § 15088.5, subs. (a) & (b).)

Figure 1: Location of Zeka Group Project Site



c. Failure to Disclose, Evaluate, and Mitigate Impacts to Air Quality

As noted above, the EIR completely omits any disclosure of impacts to sensitive receptors at the planned residential housing located at the Zeka Group's project west of Empire Mine Road. By failing to provide any information about the direct, indirect, and cumulative air quality impacts to these sources, it is impossible to formulate meaningful mitigation measures that will adequately protect or minimize impacts to human beings at these residential buildings. (See Pub. Resources Code, § 21081.) This omission also downplays the severity of cumulative impacts on humans living and working in other locations, and additional mitigation will likely be required to offset these cumulative impacts.

d. Failure to Disclose, Evaluate, and Mitigate Impacts to Biological Resources

As noted above, the Draft EIR's conclusions regarding impacts to biological resources assume that the Project will not have cumulatively significant impacts on wildlife movement corridors because no exclusionary fencing will be installed at the project site. (See Draft EIR at p. 3.4-77 ["MM BIO-4 would prohibit any exclusionary fencing from being installed along the creek corridor which could prohibit migration throughout the open space corridor provided."].) But in the final EIR, the project description was modified so that "trails will be lined with post and cable (or other suitable) fencing and signage (all subject to regulatory approvals from the resource agencies) to keep people and pets out of the sensitive open space area." (See Final EIR at p. 3-24.) This fencing is an exclusionary barrier that will prevent wildlife from moving across the creek corridor, and we can therefore assume that MM BIO-4 will be ineffective.⁴

e. Failure to Disclose, Evaluate, and Mitigate Impacts to Cultural and Tribal Resources

In the final EIR, after receiving recommendations from the Wilson Rancheria, the City updated its mitigation measures for impacts to cultural and tribal resources. (See Final EIR at pp. 2-69 to 2-72.) However, the proposed mitigation is impermissibly vague and lacks performance standards and guidelines that will ensure they will be effective. For example, in MM CUL-2, a qualified archeologist will only "prepare and implement a research design and archaeological data recovery plan" *after* resources are discovered. (See Final EIR at pp. 2-70 to 2-71.) This plan should be developed and disclosed now so that decisionmakers and members of the public can reasonably assess whether it will function as effective mitigation.

In *Save the Agoura Cornell Knoll*, the Court of Appeal held that similar mitigation measures were defective. The court wrote:

"[The mitigation measure] simply provides a generalized list of measures to be undertaken by a qualified archaeologist and Native American monitor, but it does not set forth any performance standards or guidelines to ensure that these measures will be effective. For instance, the program calls for the future 'preparation of a technical report' that 'shall include a mitigation monitoring and reporting plan.' Yet the [CEQA document] does not explain how the undefined monitoring and reporting plan would mitigate the potentially significant effects on the site's cultural resources, nor does it specify any criteria for evaluating the efficacy of that plan. There is also no indication in the record that it was impractical or infeasible for the City to articulate specific performance criteria for these data recovery measures at the time of project approval."

(46 Cal.App.5th 665, 688.) Indeed, in our present case, the City has provided no evidence to show that the preparation of a research design and archaeological data recovery plan is infeasible or impractical at this time.

⁴ The EIR also completely fails to disclose, evaluate, and mitigate the ways in which the presence of pets on trails and in residential housing will impact the distribution or viability of biological resources in and around the Project site.

f. Failure to Disclose, Evaluate, and Mitigate Impacts to Geology and Soils

Although "the majority of slopes in the southwest corner of the City are considered unstable or moderately unstable" (Draft EIR at p. 3.6-9), the EIR fails to provide detailed and specific grading plans. Without these grading plans, it is impossible for decisionmakers and members of the public to substantiate and scrutinize the EIR's conclusion that "the potential for lateral spreading, landslide, subsidence, and liquefaction is low to negligible" at the Project site. (See Draft EIR at p. 3.6-20.)

Additionally, like the proposed mitigation measures for impacts to cultural and tribal resources, the City's proposed mitigation for paleontological resources also impermissibly defers creation of performance standards and guidelines. Specifically, MM GEO-3 requires "the creation and implementation of a paleontological monitoring program" in the future. (Draft EIR at p. 3.6-22.) Again, the City has provided no evidence to show that the preparation of a paleontological monitoring program is infeasible or impractical at this time.

g. Failure to Disclose, Evaluate, and Mitigate Impacts to Hazards, Hazardous Materials, and Wildfires

Once again, the City has impermissibly deferred formation of performance standards and guidelines for its mitigation measures. Specifically, mitigation measure MM HAZ-2f "requires a Soil Management Plan ["SMP"] to be prepared to address potential impacted soil within the single-family residence structure" (see Draft EIR at p. 3.8-27), but the City has provided no evidence to show that the preparation of the SMP is infeasible or impractical at this time.

The EIR also fails to disclose how sensitive receptors (i.e. residential housing) at the adjacent Zeka Group project will be impacted by exposure to hazardous materials and substances during phased construction. Without this information, it is impossible to determine whether the Project will "impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan" (impact HAZ-6) or "expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires" (impact HAZ-7). The absence of these disclosures is especially relevant and prejudicial because the portion of the Project that is closest to the Zeka Group's project (the "South of Sand Creek Development Area") will be built during the final phase of construction ("Phase 3"), which won't even begin until Spring 2027, at the earliest. (See Draft EIR at p. 2-39 and Exhibit 2-9.)

Finally, the EIR fails to provide any details about the specific location of emergency ingress and egress points for residents and emergency service providers (see Draft EIR at pp. 3.8-32 to 3.8-34 [the EIR notes that access points "would be provided" but fails to identify exact locations].) Without these disclosures, it is impossible to determine the severity of impacts related to wildfire hazards.

h. Failure to Disclose, Evaluate, and Mitigate Impacts to Hydrology and Water Quality

The EIR's disclosures, analyses, and proposed mitigation for hydrology and water quality impacts are severely deficient. Errors include, but are not limited to, the following:

i. Inconsistent Description of Impacts Caused by Increased Impervious Surfaces

The EIR's disclosures regarding hydrologic and water quality impacts contain a number of contradictory statements. On one hand, the EIR states that the Project "would not result in exceedance of storm drain capacity or create additional sources of runoff." (Draft EIR at p. 3.9-25.) Later, the EIR discloses that the Project "involves a total net increase of 7,731,723 square feet of new of impervious surfaces compared to existing conditions" and that the addition of these new impervious surfaces "could increase stormwater runoff rates and volumes." (*Id.* at p. 3.9-26.) This inconsistency should be clarified.

ii. Failure to Provide Legally Adequate Mitigation

The EIR also fails to provide a meaningful and specific plan for mitigating erosion and stormwater impacts in the preserve in and around Sand Creek. The EIR discloses that increased impervious surfaces will increase these impacts: "[E]roded soils and pollutants could enter storm drainage systems and enter Sand Creek, increasing sedimentation and degrading downstream water quality." (Draft EIR p. 3.9-18) The EIR also notes that "the proposed project would result in an increase of impervious surfaces on the project site and in turn generate stormwater runoff, which may carry pollutants such as pesticides, fertilizers, and deposits of fluids and metals from motor vehicles into Sand Creek or allow seepage of such pollutants into the associated groundwater table." (*Id.* at p. 3.9-19.)⁵ To mitigate these impacts, the EIR proposes to construct five drainage management areas ("DMAs") where stormwater would be conveyed to bio-retention facilities. (See Draft EIR at p. 3.9-25.) But neither the EIR nor the stormwater control plan (included as "Appendix H" to the Draft EIR) provide any details about *how* stormwater will be conveyed or channelized or *where* of stormdrains and catchbasins will be located. Without this information, it is impossible for decisionmakers and members of the public to make informed decisions about proposed mitigation.

To complicate things further, the EIR discloses that stormwater facilities will be owned and managed by a future homeowners association ("HOA"), and the HOA will "provide a comprehensive Stormwater Control Operations and Maintenance Plan ["OMP"] to the City and County for review and approval prior to the issuance of any building permits." (Stormwater Control Plan at p. 14.) Deferring formulation of this OMP is improper. As the Court of Appeal explained in *Endangered Habitats League, Inc. v. County of Orange* (2005): "This is inadequate. No criteria or alternatives to be considered are set out. Rather, this mitigation measure does no more than require a report be prepared and followed, or allow approval by a county department without setting any standards." (131 Cal.App.4th 777, 794; see also CEQA Guidelines, § 15126.4, subd. (a)(1)(B).)

⁵ In their comments on the Draft EIR, the East Bay Chapter of the California Native Plant Society noted that the East Contra Costa County Habitat Conservation Plan requires local agencies to "divert urban runoff from [habitat] preserve boundaries" and that the EIR needs to provide a specific management plan for controlling stormwater runoff that will impact the preserve along Sand Creek. Their comment letter also noted that specific mitigation strategies are required by the City's General Plan. (See Policy 4.4.6.7t ["Adequate buffer areas adjacent to the top of banks along Sand Creek to protect sensitive plant and amphibian habitats and water quality shall be provided."].)

i. Failure to Disclose, Evaluate, and Mitigate Impacts to Human Health

When disclosing and assessing a project's environmental effects, an EIR must also assess "human health and safety." (*California Building Industry Assn. v. Bay Area Air Quality Management District* (2015) 62 Cal.4th 369,386; § 21083 (b)(3); see *San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School Dist.* (2006) 139 Cal.App.4th 1356, 1372 [human health is among the many "environmental values" protected by CEQA and the Guidelines].) Additionally, "CEQA calls upon an agency to evaluate existing conditions in order to assess whether a project could exacerbate hazards that are already present." (*California Building Industry Assn., supra*, 62 Cal.4th at p. 388.)

Here, although the EIR discusses impacts of ambient airborne pollutants on human health, the EIR fails to disclose, evaluate, or mitigate other adverse effects on human health. Likewise, the EIR fails to disclose, evaluate, or mitigate the ways in which Project impacts could exacerbate existing conditions on the Project site that adversely affect human health. For example, the EIR should have assessed (among other things):

- Whether the vegetation at the Project site could potentially serve as habitat for vermin or insects that act as disease vectors in the region;
- Whether traffic conflict between vehicles, pedestrians, bicycles, or other shared mobility devices create an unacceptable risk of injury;
- Whether (and the extent to which) Project traffic and circulation impacts may adversely affect the human health of drivers who are forced to spend more time in their cars while commuting to and from destinations;
- Whether (and the extent to which) Project noise and vibration impacts may adversely affect the health of residents and the Project site and in surrounding neighborhoods;⁶ and
- Whether (and the extent to which) light pollution from the project site may adversely affect human health.

By failing to disclose and assess these potential impacts, the City has abdicated its duty to formulate and provide feasible mitigation measures that could protect human health and safety.

j. Failure to Disclose, Evaluate, and Mitigate Impacts to Land Use

An "EIR shall discuss any inconsistencies between the proposed project and applicable general plans and regional plans." (CEQA Guidelines, § 15125, subd. (d).) Here, the EIR fails to adequately disclose, analyze, or mitigate project inconsistencies with respect to City and State land use policies, including elements of the General Plan.

"[T]he requirement of consistency is the linchpin of California's land use and development laws. It is the principle which infused the concept of planned growth with the force of law." (*Debottari v. City of Norco* (1985) 171 Cal.App.3d 1204,1213.) Our high court thus articulated the hierarchical consistency principle in *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52

⁶ See *Keep Our Mountains Quiet v. County of Santa Clara* (2015) 236 Cal.App.4th 714,734 (significant impact caused by noise from temporary events at winery estate located near wildlife habitat established by studies indicating that noise may induce stress-related illness in mountain lions and bobcats, and their displacement from favored habitats)

Cal.3d 553: "[T]he keystone of regional planning is consistency - between the general plan, its internal elements, subordinate ordinances, and all derivative land-use decisions. [Citations.]" (*Id.* at 572-573; see Gov. Code, § 65567; *Neighborhood Action Group v. County of Calaveras* (1984) 156 Cal.App.3d 1176, 1184 ["permit action taken without compliance with the hierarchy of land use laws is ultra vires as to any defect implicated by the uses sought by the permit"]; *Save El Toro Assn. v. Days* (1977) 74 Cal.App.3d 64, 73.)

The EIR essentially assumes that new development will achieve General Plan consistency by amending the General Plan and General Plan maps to accommodate the proposed residential, commercial, and recreational uses that would be constructed at the Project site. (See Draft EIR at p. 3.10-22.) But the EIR fails to provide a map showing the proposed revisions to the General Plan, and it is therefore impossible to determine whether the orientation and alignment of new development at the Project site will be consistent with the General Plan. Nor does the EIR disclose, evaluate, or mitigate how the proposed General Plan amendments will cumulatively or indirectly impact other, neighboring projects in the area.

Finally, the EIR ignores inconsistencies with other aspects of the General Plan, including (among other things) requirements for roadways to "eliminate unnecessary vehicle travel, and to improve emergency response." (See General Plan § 4.4.3.2, subd. (e).)

k. Failure to Disclose, Evaluate, and Mitigate Impacts to Noise

As noted above, the EIR completely fails to disclose the presence of sensitive receptors at the adjacent Zeka Group project that will be constructed to the west of the Project site. By failing to do so, the EIR fails to accurately describe the severity and intensity of impacts from noise at the Project site. Indeed, it is highly likely that noise generated by construction equipment during "Phase 3" of construction (at the portion of the Project site closest to the Zeka Group project) will cause direct, significant impacts to sensitive receptors.

The EIR also fails to assess other types of feasible, meaningful mitigation that will reduce overall noise impacts, including (but not limited to) re-orienting or aligning the placement of structures at the Project site, reducing the scope of the Project, extending the time of construction periods to limit the hours of noise disturbances, and adding additional vegetation to screen noise from the Project site.

I. Failure to Disclose, Evaluate, and Mitigate Impacts to Public Services and Recreation

Here, the EIR ignores potentially feasible mitigation measures that would decrease new and additional burdens that the Project would place on emergency services in the area. These mitigation measures include (but are not limited to) re-orienting or aligning the placement of structures at the Project site, reducing the scope of the Project, extending the time of construction periods to limit the potential for multiple simultaneous workplace accidents, and incorporating alternative programs for community policing or public safety.

m. Failure to Disclose, Evaluate, and Mitigate Impacts to Transportation and Circulation

Because the EIR completely omits any mention of the adjacent Zeka Group project to the west of Empire Mine Road, the EIR's analysis of traffic and circulation impacts ignore the cumulative effect of both these projects (and other related projects) on roadways and circulation systems in the area. In particular, the Project will need to offer additional fair-share mitigation that realistically and meaningfully addresses increased traffic congestion on Empire Mine Road, Dallas Ranch Road, and other impacted roadways in the area. The EIR's cumulative impact assessment will also need to address increased total public transit demands that will result from the construction of the Zeka Group's project.

Additionally, the EIR completely fails to disclose, evaluate, or mitigate how the extension and orientation of Dallas Ranch Road towards the east (merging into Sand Creek Road) will impact traffic circulation and access to future residents at neighboring developments, including the Zeka Group's project. If Dallas Ranch Road is extended to the east, as proposed by this Project, additional burdens will be placed on other, parallel roads by individuals travelling to the Zeka Group project. These impacts should have been disclosed, evaluated, and mitigated in this Project's EIR. Effective mitigation will likely require reconfiguration of the Project site to allow traffic from Dallas Ranch Road to travel west.

Finally, as noted above, the EIR provides no information about the specific location of emergency ingress and egress points at the Project site. Without this information, it is impossible to determine whether the Project will provide inadequate emergency access. (See Draft EIR at p. 3.14-97.) Likewise, it is impossible to determine whether potential impacts are sufficiently mitigated. The EIR should be revised so that it maps and illustrates the specific locations of these emergency access points.

n. Failure to Disclose, Evaluate, and Mitigate Impacts to Utilities and Service Systems

The EIR's disclosures, analyses, and proposed mitigation for utilities and service system impacts are severely deficient. Surprisingly, the EIR provides no illustrations or diagrams that show the future location of utility systems (i.e. electrical, water, and wastewater lines and pipes). Nor does the EIR disclose the location of catchbasins that will direct wastewater and stormwater runoff to appropriate treatment facilities. Without this information, it is impossible to determine whether the siting or location of these systems will cause significant environmental impacts. Furthermore, it is crucial that the EIR mitigate cumulative impacts by ensuring that the alignment of utility systems accommodates the need for utility connections from related, neighboring projects in the area, including the Zeka Group's project.

o. Failure to Disclose, Evaluate, and Mitigate Cumulative Impacts

CEQA and the Guidelines require EIRs to disclose and evaluate a project's cumulative impacts and lead agencies may not, *ipso jure*, equate individually minor effects with cumulatively minor effects. Rather, CEQA mandates "a finding that a project *may* have 'a significant effect on the environment' " where the "possible effects of a project are individually limited but cumulatively considerable." (Pub. Resources Code, § 21083, subd. (b), emphasis added; Guidelines, § 15065, subd. (a)(3).) "[C]umulatively considerable means that the incremental effects of an

individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects." (Pub. Resources Code, § 21083, subd. (b)(2).)

Cumulative impacts may compound or increase other environmental impacts, and an EIR must inquire into and discuss the incremental impacts of a project, such as incremental water or air pollution, incremental demands on water supply and other public services, or habitat loss, when added to closely related past, present, and reasonably foreseeable probable future development projects taking place over a period of time. (Guidelines, §§ 15130, 15355, 15358; see *North Coast Rivers Alliance v. Kawamura* (2015) 243 Cal.App.4th 647, 682; *Kings County Farm Bureau, supra*, 221 Cal.App.3d at p. 721.) "An EIR shall discuss cumulative impacts of a project when the project's incremental effect is cumulatively considerable, as defined in [Guidelines] section 15065(a)(3)." (Guidelines, § 15130, subd. (a).)

Even when a combined cumulative impact associated with a project's incremental effect and the effects of other related projects is not significant, the EIR still must "briefly indicate why the cumulative impact is not significant and is not discussed in further detail in the EIR." (Guidelines, § 15130, subd. (a)(2).) "A Lead Agency shall identify facts and analysis supporting the lead agency's conclusion that the cumulative impact is less than significant." (*Ibid.*)

Here, the EIR's complete omission of any reference to the Zeka Group's project undermines the accuracy of the EIR's cumulative impact analyses in all subject areas. At the very least, the EIR should be recirculated to correct this significant error.

p. Failure to Disclose and Analyze a Reasonable Range of Project Alternatives

The EIR fails to assess a reasonable range of alternatives that reduce adverse impacts on sensitive receptors in the neighborhood, and it fails to assess alternatives that allow for the Project to direct road traffic and utility services toward the west, rather than the east. Furthermore, the analysis of Alternative 3 states that Alternative 3 would have fewer impacts on biological resources than the proposed Project, but the EIR does not disclose which aspects of the environmental impacts will be less significant than the Project. (Draft EIR at p. 6-17.) Without this information, it is impossible to determine whether Alternative 3 is substantially superior or only marginally superior than the proposed Project.

q. Failure to Provide Feasible Mitigation Measures and Impermissible Deferral of Mitigation

"A public agency shall provide that measures to mitigate or avoid significant effects on the environment are fully enforceable through permit conditions, agreements, or other measures." (Pub. Resources Code, § 21081.6, subd. (b); see Guidelines, §§ 15091, subd. (d), 15126.4, subd. (a)(2).) When making the findings required by Public Resources Code section 21081, subdivision (a)(1), to the effect that changes have been required in or incorporated into a project, mitigating or avoiding each significant effect identified in the final EIR, "[t]he public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment." (Pub. Resources Code, § 21081.6, subd. (a)(1).) "The reporting or monitoring program shall be designed to ensure compliance during project implementation." (*Id.*)

Furthermore, because it has significant impacts even after mitigation, disapproval of the Project is required unless there are no feasible mitigation measures or alternatives, and specific benefits outweigh the significant impact. (Pub. Resources Code, § 21081.) That is because CEQA requires public agencies to deny approval of a project with significant adverse effects when feasible alternatives or feasible mitigation measures can substantially lessen such effects. (Pub. Resources Code, § 21002; *Sierra Club v. Gilroy City Council* (1990) 222 Cal.App.3d 30,41.) The Legislature has stated:

"The Legislature finds and declares that it is the policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects. . . . The Legislature further finds and declares that in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof."

(Pub. Resources Code, § 21002.) CEQA mandates that:

"Pursuant to the policy stated in [Public Resources Code] Sections 21002 and 21002.1, no public agency shall approve or carry out a project for which an environmental impact report has been certified which identifies one or more significant effects on the environment that would occur if the Project is approved or carried out unless [¶] Specific economic, legal, social, technological, or other considerations. . . make infeasible the mitigation measures or alternatives identified in the environmental impact report."

(Pub. Resources Code § 21081.) The Guidelines that implement CEQA restate this requirement. (Guidelines, § 15091, subd. (a)(3).) Specifically, mitigation measures must be "required in, or incorporated into" the project. (Pub. Resources Code, § 21081, subd. (a)(I); *Federation of Hillside and Canyon Assoc. v. City of Los Angeles* (2000) 83 Cal.App.4th 1252,1261.) Deferral of the analysis of the feasibility and adoption of mitigation measures violates CEQA. (*Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296,306-308.) In this case, many of the mitigation measures are no more than a vague promise to "comply with the law." These measures do not meet CEQA's mandate for effective, enforceable mitigation measures, and it is a prejudicial abuse of discretion for the City to rely on same in approving the Project's discretionary entitlements.

3. The Proposed General Plan Amendment and Zone Change Constitute Impermissible Spot Zoning

" 'A spot zone results when a small parcel of land is subject to more or less restrictive zoning than surrounding properties.' " (*Foothill Communities Coalition v. County of Orange* (2014) 222 Cal.App.4th 1302, 1312, citing Hagman et al., Cal. Zoning Practice (Cont. Ed. Bar 1969) § 5.33, p. 152; italics omitted.) "[A]n amendment to a zoning ordinance that singles out a small parcel of land for a use different from that of the surrounding properties and for the benefit of the owner of the small parcel and to the detriment of other owners is spot zoning." (*Id.* at p. 1314.)

Here, the proposed General Plan amendment and proposed rezoning of the Project site provide benefits that uniquely favor the Project proponents. Those benefits are not provided to

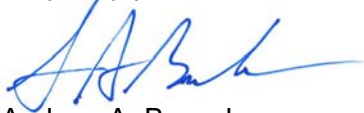
neighboring land uses. Therefore, the proposed General Plan amendments and rezoning constitute impermissible spot zoning.

4. Conclusion

The proposed amendments to the City's General Plan text, General Plan Land Use Map, Circulation Element, and Housing Element to be discussed on July 1 at the Planning Commission are not consistent with Zeka Group's superior vested development rights, and cannot be approved as presented. Additionally, myriad aspects of The Ranch Project will need to be modified to be made consistent with Zeka Group's development plan. Accordingly, The Zeka Group requests that the Planning Commission continue the July 1 Planning Commission meeting, and revisit the necessary approvals for both The Ranch Project and The Zeka Group's project together once the material inconsistencies have been resolved. There is no reason to rush through this approval process. The development of the Sand Creek area is simply too consequential, and interested stakeholders cannot afford errors in its environmental review.⁷

If the Planning Commission goes forward on July 1 as scheduled, Zeka Group urges the Planning Commission and the City to deny approval of the discretionary entitlements for the Project and to deny certification of the EIR. At the very least, the EIR should be recirculated to allow the public to comment on significant new information and new, feasible mitigation strategies that were provided after the Draft EIR was circulated for public review.

Very truly yours,



Andrew A. Bassak

cc: Thomas Lloyd Smith, Esq., Antioch City Attorney (via email only)
Forrest Ebbs, Community Development Director (via email only)
Derek Cole, Esq. (via email only)
Louisa Zee Kao, Zeka Ranch (via email only)
Kristina D. Lawson, Esq. (via email only)

⁷ Please note that this letter is not intended to provide a complete description of all errors in the EIR or proposed entitlements for the Project. We reserve the right to submit additional evidence and legal arguments in the future.

June 30, 2020

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Chair Schneiderman and Members of the Planning Commission
City of Antioch
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Re: Agenda Item #2 Certification of EIR, General Plan Amendments, Rezoning, Approval of a Master Development Plan, Design Review and Adoption of Design Guidelines, Approval of a Resource Management Plan, and Approval of a Development Agreement for the Ranch Project

Dear Chair Schneiderman and Members of the Planning Commission:

Thank you for the opportunity to comment on the pending request for the Planning Commission's recommendation regarding the proposed General Plan Amendments, rezoning, Master Development Plan, Design Review to adopt Design Guidelines, Resource Management Plan, and Development Agreement (collectively, the "Approvals") for the Ranch project. These Approvals constitute entitlements necessary for Richland Planned Communities' development of a 1,177 unit master planned residential, commercial, office, retail, public services, and open community on a 551.50-acre site, referred to as the Ranch (the "Ranch" or the "Project").

Buchalter represents Oak Hill Park Company and Richfield Real Estate Corporation, the owner and manager of the 419.4 acre property comprising three tax parcels (APNs 057-010-001-6, 057-010-004-0, and 057-060-006-4) located within the western portion of the Sand Creek Focus Area and contiguous to the Ranch Project. As you are aware, on behalf of Oak Hill Park Company and Richfield Real Estate Corporation ("Clients"), Buchalter filed lawsuits on October 18, 2018 challenging the City Council's adoption of The Ranch Initiative and the Let Antioch Voters Decide ("LAVD") Initiative which would severely restrict development on Oak Hill Park Company's property. Contra Costa County Superior Court invalidated both initiatives as acknowledged in the June 26, 2020 staff report for The Ranch Project Approvals.

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While we understand from the June 26, 2020 Staff Report that Richland proposed the Ranch Project Approvals only for Richland's approximately 551-acre property because the Superior Court invalidated the Ranch Initiative, we nonetheless noted several inconsistencies in the scope of the Approval documents that suggested that the Approval documents were intended to adopt the Ranch Initiative in its entirety as to The Ranch property and potentially even surrounding West Sand Creek Properties. Thus, the purpose of this letter is to confirm that the City's approval of the Ranch Project Approvals will only affect the Ranch property, and will not in any way result in any proposed changes in land use designations on Oak Hill Park's property in the West Sand Creek area.

In this regard, we believe that the inconsistencies noted below are simply inadvertent remnants of the prior initiative efforts and respectfully request that the City confirm that the Ranch project is limited to the proposed Ranch Project site and that these Approvals do not purport to change any land use designations on the Oak Hill Park Property.

In that regard, while our client does not oppose Richland's efforts to develop its property, we do have significant concerns that the Environmental Impact Report ("EIR") failed to adequately analyze the environmental effects of the proposed offsite infrastructure extensions on Oak Hill Park's property. We raised this concern before in the context of the prior failed initiative effort, and once again, we request that the City identify, analyze, and mitigate potential impacts to the Oak Hill Park property and other neighboring properties that are subject to the Project's proposed off-site infrastructure extensions as further discussed below.

The City failed to provide adequate notice despite Oak Hill Park's request to receive all notices pertaining to the Ranch Project.

This comment letter constitutes our comments on the Draft EIR that was distributed on March 20, 2020 for a 45-day public review period. Neither Oak Hill Park Company nor its agent, Richfield Real Estate Corporation, nor Buchalter received a notice of availability from the City of Antioch that the Draft EIR was being circulated for public review and comment in March, despite the attached September 10, 2019 request that the City provide my client and Buchalter with all notices regarding the Ranch project including any environmental review documents.

The California Environmental Quality Act ("CEQA") requires that a lead agency preparing an EIR to provide adequate notice. (Pub. Res. Code, § 21092(b)(1).) Such notice must specify certain information about the project, including the period for receiving comments. (*Id.*) This notice provision additionally requires a lead agency to provide notice to all individuals who have previously requested notice. (*Id.*, § 21092(b)(3).) Such notices must be "mailed to every person who has filed a written request for notices." (*Id.*, § 21092.2(a).) Although I registered my interest with the City regarding noticing for this Project on behalf of Richfield as of September

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10, 2019, and while I received a notice for tomorrow evening's public hearing, I never received any other notices regarding the Ranch Project. This was the same situation that occurred when the City circulated notice of the availability of the first Draft EIR in 2018 before the City terminated the public review and comment process and the Council adopted the Ranch Initiative.

Since the City never provided Oak Hill Park, Richfield or Buchalter with adequate notice as required by CEQA, we were unable to submit comments on the Draft EIR. Accordingly, this comment letter serves as my client's comments on the proposed Draft EIR as modified by the Final EIR. We have attempted to review all of the Ranch Project documents since receiving notice of tomorrow evening's hearing. Nonetheless, due to the significant impact to my client's property associated with the development of The Ranch and the lack of analysis of the impacts to the Oak Hill Park property, we respectfully request that you continue this item to a later date until the EIR is revised to adequately address the Project's impacts to Oak Hill Park's Property and until all parties receive adequate notice to comment and participate in the public review process. Should you choose not to continue the item, the following comments generally highlight the concerns regarding the Project's significant impacts to the Oak Hill Park property that were not evaluated in the EIR.

The EIR inconsistently affirms the invalidated West Sand Creek Initiative while explaining that the Project scope will be significantly limited.

My client is concerned, and would like to clarify, the inconsistencies we noted between the Draft EIR and the proposed Approvals as further addressed in the Final EIR. Specifically, the DEIR's Project Description explains that the Project applicant is "committed to" the approach taken in the judicially-invalidated "West Sand Creek Initiative" (the "Initiative"). (The Ranch Project DEIR, § 2.1.3, p. 2-3.) The DEIR further explains that the Project "will now include the same general plan and zoning amendments as requested in the initiative." (*Id.*, § 2.3, p. 2-5.) The staff report for these approvals likewise explains that this project "is consistent with the West Sand Creek Initiative." (Staff Report, p. 6, 20.) Page 3-24 of the Final EIR further notes the same description of the proposed general plan and zoning amendments. This language is echoed throughout the approval resolutions that the Planning Commission is considering today.

That Initiative proposed an illegal wide-ranging prohibition on development across the Sand Creek Focus Area, including on my client's property. (*See* DEIR, § 2.1.3, pp. 2-3.) The DEIR (as carried forward in the Final EIR) Project Description confusingly invokes the invalid Initiative's goals and vision while explaining that the proposed Approvals apply only to the applicant's "project site." (*Id.*) Moreover, the Draft and Final EIR do not include any discussion of the existing General Plan land use designations applicable to the surrounding properties. The Oak Hill Park Property is located within the western portion of the Sand Creek Focus Area, and immediately contiguous to The Ranch.

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Please be advised that the Antioch General Plan designates the Oak Hill Property for Golf Course Community, Senior Housing, and Open Space, as a part of the Sand Creek Focus Area. As with The Ranch, Oak Hill Park benefits from the maximum of 4,000 dwelling units across the focus area. The existing General Plan designations on the Oak Hill Property would allow for single-family detached and small lot single family units fronting a golf course at a density of four dwelling units per acre in addition to age-restricted senior housing for a maximum of approximately 1,000 dwelling units on the portion of the Oak Hill Property designated Golf Course/Senior Housing/Open Space.

The EIR, however, improperly omits any discussion of the allowable General Plan land use designations for the surrounding property, while at the same time implying that the Ranch Approvals are consistent with the failed Initiative which proposed a Restricted Development Area on the Oak Hill Park Property. We note that the Project Description exhibits and the Approval documents seem to suggest that the Approvals *are solely limited* to Richland's portion of the Sand Creek Focus Area. Nevertheless, we ask that the Planning Commission confirm that these Approvals do not have the same size and scope as those contemplated by the aforementioned Initiative, and that no properties are affected beyond those being developed by Richland Planned Communities.

The EIR failed to adequately evaluate the Ranch Project's significant off-site impacts to neighboring properties, including the Oak Hill Park Property.

Several exhibits accompanying the text of the General Plan and Zoning Approval documents, including those in the DEIR Transportation Chapter and Resource Management Plan, identify improvements that will occur on neighboring properties. Specifically, these documents depict a "Street B" extending onto the Oak Hill Park Property. (*See, e.g.,* DEIR, ex. 3.14-20.) CEQA requires an analysis of all foreseeable impacts during a project's various phases, including: planning, acquisition, development, and operation. (14 Cal. Code Regs. (the "CEQA Guidelines"), § 15126.) Both "direct and indirect significant effects of the project" must be clearly identified and described, including "physical changes, alterations to ecological systems," and the human use of the land. (*Id.*, § 15126.2(a).) Despite these requirements, the Draft and Final EIR did not evaluate *any* off-site impacts associated with the extension of major roadways that extend onto and bifurcate the Oak Hill Park Property. The EIR, however, does not evaluate any potential secondary or direct impacts associated with the extension of such infrastructure onto off-site properties.

The DEIR here fails to address the cultural and biological impacts of extending the Project's infrastructure onto my client's property. Chapter 3.5, Cultural and Tribal Cultural Resources, explains that lead agencies must consider "potential adverse impacts" to any archaeological resource. (*Id.*, p. 3.5-15.) Affected artifacts are subject to impact mitigation prescribed by CEQA. (*See id.*) Nowhere in the DEIR (or the Final EIR), however, does the lead

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agency explain the off-site impacts related to this roadway extension, or analyze their environmental effects. Likewise, the Draft EIR and Final EIR only analyze existing cultural resources “at the Project Site” and not on all lands affected by the Project. (*Id.*, p. 3.5-12.) The EIR explains that “[k]nown cultural resources are located on the project site and the potential exists for cultural or tribal resources to be located on the project site.” (*Id.*, p. 3.5-25.) Given the fact that cultural and biological resources certainly exist on the Project site, it is reasonably foreseeable that similar resources exist just over the property lines, on parcels subject to infrastructure extensions.

Similarly, the Biological Resources chapter limits its review of off-site improvements to the extension of a sewer main, without any discussion of the “Street B” extension to south of the Project site. (*See id.*, p. 3.4-3.) The EIR analysis was limited to the “Project Site” which “contains one or more sensitive biological communities.” (*Id.*, p. 3.4-6.) Appendix E, providing the information and raw data supporting the biological resources analysis, confirms that no off-site analysis was conducted on sites subject to off-site roadway extensions. (*Id.*, Appen. E, figs. 3-4, 6a-6c.) The EIR fails to include any analysis of the Ranch Project’s off-site impacts to biological resources.

The EIR does not provide a map depicting the proposed revisions to the General Plan, and it is therefore impossible to determine whether the orientation and alignment of new development at the Project site will be consistent with the General Plan. As a result, the EIR does not disclose, evaluate, or explain mitigation of the full scope of cumulative or indirect impacts that these General Plan amendments will have on other, neighboring projects in the area. In spite of the noted impacts on the Project site, the Draft EIR was deficient in analyzing foreseeable direct and cumulative impacts of roadway and other utility extensions onto neighboring properties such as Oak Hill Park’s property. The lead agency and the Project applicant, therefore, must analyze those impacts to ensure consistency with CEQA and fully apprise the public of the Project’s environmental impacts.

We respectfully request that the Planning Commission continue this matter until a later date so that the Planning Department and its consultant can review, evaluate and disclose the project’s impacts to the Oak Hill Park Property. My client was deprived of the opportunity to review the Draft EIR in a timely manner despite our request for notice. Based on a cursory

Chair Schneiderman and Members of the Planning Commission

June 30, 2020

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review of the Draft and Final EIR, the City failed to evaluate any impacts to our client's property associated with the extension of off-site infrastructure onto the Oak Hill Park property.

Regards,

BUCHALTER
A Professional Corporation

A handwritten signature in blue ink, appearing to be 'Alicia Guerra', with a long horizontal line extending to the right.

By

Alicia Guerra
Shareholder

A handwritten signature in black ink, appearing to be 'Braeden Mansouri', with a long horizontal line extending to the right.

Braeden Mansouri
Associate

AG:nj

cc: Thomas Lloyd Smith, Esq., Antioch City Attorney (via email only)
Forrest Ebbs, Community Development Director (via email only)
Alexis Morris, Planning Director (via email only)
Derek Cole, Esq. (via email only)
Stephen Nussbaum (via email only)
Debi Chung (via email only)

Attachment



55 Second Street
Suite 1700
San Francisco, CA 94105
415.227.0900 Phone
415.227.0770 Fax

File Number: R3554-9
415.227.3508 Direct
aguerra@buchalter.com

September 10, 2019

VIA E-MAIL (AMORRIS@CI.ANTIOCH.CA.US; ASIMONSEN@CI.ANTIOCH.CA.US)

Alexis Morris
Planning Manager
City of Antioch
200 "H" Street
Antioch, CA 94531

Re: Richland Communities' The Ranch Residential Project

Dear Ms. Morris

Buchalter represents Oak Hill Park Company and Richfield Real Estate Corporation (collectively, the "Client"), the owner and manager of the 419.4 acre property comprising three tax parcels (APNs 057-010-001-6, 057-010-004-0, and 057-060-006-4) located within the western portion of the Sand Creek Focus Area and located along the southern boundary of The Ranch property. In other words, my Client's property is within 300 feet of The Ranch Project.

The purpose of this letter is to respectfully request, on behalf of our Client, that the City of Antioch Planning Department include my Client, Debi Chung of Richfield Real Estate Corporation and any mailing lists for The Ranch Project. Accordingly, please send all agendas, notices, documents, environmental review and other publicly available documents and information regarding Richland Communities' the Ranch Residential Project to the following:

Debi Chung
Project Manager
Richfield Real Estate Corp.
1990 North California Boulevard, 8th Floor
Walnut Creek, CA 94596

buchalter.com

Los Angeles
Napa Valley
Orange County
Sacramento
San Diego
San Francisco
Scottsdale
Seattle

F29

Buchalter

Alexis Morris
September 10, 2019
Page 2

With a copy to:

Alicia Guerra, Shareholder
Buchalter
55 Second St, Suite 1700
San Francisco, CA 94105

Given that my Client's property is next door to The Ranch property, I am puzzled as to why the Planning Department has failed to provide *any* notices to my Client regarding The Ranch Residential Project for the past two years or more. Accordingly, the purpose of this letter is to hereby request that the City of Antioch provide all required notifications to my Client (with a copy to me) in accordance with State Planning and Zoning law and the Antioch Municipal Code for all matters concerning The Ranch.

We appreciate your attention to this matter.

Respectfully,

BUCHALTER
A Professional Corporation

By 

Alicia Guerra
Shareholder

AG/mc

cc: Arne Simonsen, City Clerk
Thomas Smith, City Attorney
Debi Chung

From: [Mike Nesbitt](#)
To: [Planning Division](#)
Subject: Richland Planned Communities Item #2
Date: Wednesday, July 1, 2020 2:45:13 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good evening Planning Commission,

My name is Mike Nesbitt I am a resident of Brentwood but spend a lot of time and money in Antioch I would like to see this project approved. Here are some of the reasons why.

The Ranch completes a key element in the City's circulation plan with the construction of Sand Creek Road from Dallas Ranch Road to Deer Valley Road.

There is a 422-unit Age Restricted project that provides opportunities for parents to live in a new community next to their kids and grandkids.

The Ranch provides an excellent mix of land uses providing much needed housing from entry level housing to move-up opportunities all the way to executive housing

I would also like to add this the additional community benefits of a local construction workforce paying family supporting wages and that young workers apprenticed in the JATC's will be learning their trade on this project.

Thank you for your time

Mike Nesbitt

From: [Derek Cole](#)
To: [Planning Division](#)
Subject: The Ranch comments
Date: Wednesday, July 1, 2020 11:16:30 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello,

My name is Derek Cole and I am an Assistant Business Manager at IBEW Local 302 and am writing this email in favor of the Ranch project. This is a smart and responsible project and exactly what the City of Antioch needs when it comes to housing. Thank you for your time.

Best,

Derek Cole Sr.

Assistant Business Manager
IBEW Local 302

1875 Arnold Drive
Martinez, CA 94553
PH: (925) 228-2302
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www.norcalvdv.org



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COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

To: Members of the Planning Commission

From: Derek Cole, Special Counsel

Date: July 1, 2020

Re: Agenda Item No. 2, "The Ranch Development"

This memorandum is intended to briefly respond to the contentions raised in the June 30, 2020 letter to the Planning Commission from Andrew A. Bassak, attorney for Zeka Group Incorporated ("Zeka"), and the June 30, 2020 letter to the Commission from Alicia Guerra on behalf of the Oak Hill Park Company and Richfield Real Estate Corporation (collectively, "Oak Hill").

EFFECT OF SB 330 "PRE-APPLICATION" PROCESS

In its June 30 letter, Zeka notes that it submitted a preliminary application under the new SB 330 legislation last week and contends that its submittal of this application vests certain rights that would be affected by the Richland project. This contention is incorrect. It is true that the preliminary application process vests certain rights, but Zeka mistakes the nature of the vesting that occurs.

Under SB 330, an applicant for a "housing development project"¹ may submit a preliminary application to a city or county by providing 17 categories of information and paying applicable permit processing fees. (Gov. Code, § 65941.1(a).) Upon such submittal, the applicant is deemed to have submitted a complete application. (Gov. Code, § 65941.1(c)(3).) Thereafter, the applicant may only be subject to the ordinances, policies, and standards in effect *as of the date of the pre-application submittal*. (Gov. Code, § 65589.5(o)(1).)

Effectively, the pre-application process allows applicants to "lock in" the applicable general and specific plan policies and zoning regulations much earlier than under prior law. Before SB 330, applicants generally had to await determinations that their applications were complete before being able to lock in applicable policies and standards. Because such completeness determinations could take several months to make, applicants often risked becoming subject to new and restrictive policies and standards well after they initially

¹ A "housing development project" is a project that proposes only residential units, mixed-use development in which two-thirds of the square footage is devoted to residential use, or transitional housing. (Gov. Code, § 65940.1(b)(4).)

submitted their applications. In accelerating the deeming of completeness to the beginning of the application process, SB 330 eliminated this perceived obstacle to development.

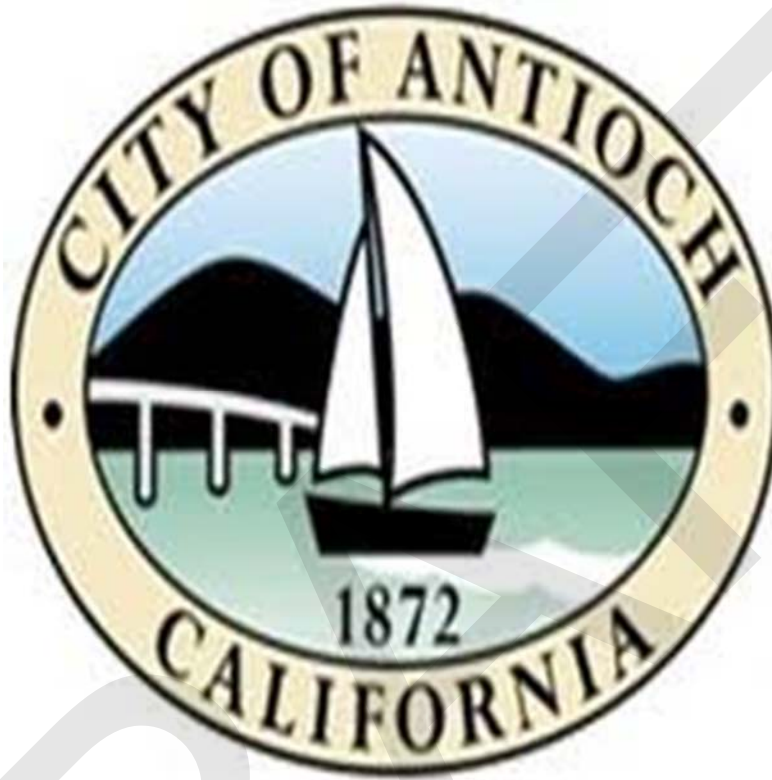
In this regard, Zeka's contention that it has vested the right to develop in accordance with the pre-application it submitted is incorrect. By submitting a pre-application, Zeka has "vested" only the general and specific plan policies and zoning standards that will govern its eventual application. Zeka's pre-application submittal has not vested *approvals* of the right to develop. Such vested rights could only be obtained after Zeka has received discretionary authorization for all entitlements it seeks, following a full and proper review under CEQA.

In sum, Zeka does not have any vested right—let alone any "superior right"—that precludes the Planning Commission from approving the entitlements Richland seeks. At this juncture, Zeka has done no more than "lock in" the applicable policies and standards that will govern any application it submits. Nothing about such limited "vesting" precludes, affects, or inhibits the City's ability to process and approve the Richland application.

ALLEGED VIOLATIONS OF CEQA

Zeka and Oak Hill raise several alleged deficiencies with the Environmental Impact Report. Staff, the Consultants, and legal counsel have reviewed these alleged deficiencies and do not believe any are meritorious. Staff will be happy to address any of the asserted deficiencies during the meeting, if requested. But Staff emphasizes that it does not believe Zeka, Oak Hill, or any other party has identified an error or omission in the EIR that merit recirculation or precludes the certification of The Ranch EIR.

ATTACHMENT G
FISCAL IMPACT ANALYSIS



**FISCAL IMPACT ANALYSIS
THE RANCH at ANTIOCH**

Prepared By:



**4380 AUBURN BOULEVARD
SACRAMENTO, CALIFORNIA 95841**

July 5, 2018

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I. Executive Summary

Introduction

This report was prepared by Development Planning and Financing Group, Inc. (“DPFG”) on behalf of Richland Communities (“Developer”) in order to analyze the fiscal impacts of The Ranch at Antioch (“Project”), located in City of Antioch (“City”). This Fiscal Impact Analysis (“FIA”) is intended to estimate the demand that the Project will place on City services and provide an estimate of the revenues that will be generated by the Project to offset the increased demand on services. This report evaluates the build-out of the Project plan area.

Project Overview

The Project consists of approximately 402 acres, approximately 253.5 acres planned for residential land uses, including 543 low density detached residential units, 212 medium density residential units, 422 active adult residential units for a total of 1,177 residential units, and 5 acres of commercial zoned property. The Project also includes approximately 20 acres of parks, 3 acres of public/quasi public, 38 acres of right of way, and 82.5 acres of open space/landscape areas. Additionally 149.5 acres of open space are outside of the designated development area limits and are assumed to be maintained by a separate agency. The Project site is bounded by single-family homes on the north within the Diablo West, Black Diamond Knolls, and Dallas Ranch subdivisions; the vacant Richfield and Leung parcels to the south; Deer Valley Road and Kaiser Permanente Medical Center to the east; and Empire Mine Road and the Higgins/Zeka parcel to the west. EBRPD lands are located directly to the northwest.

The Project is estimated to generate approximately 3,192 residents based on person per household factors found in Figure 1.

Fiscal Impact Analysis Summary

The FIA indicates that the Project, at buildout, is estimated to generate positive fiscal impacts to the City’s General Fund.

The Project is estimated to generate a total of approximately \$1.765 million in revenue for the City General Fund and special tax revenues at buildout, against \$1.308 million in expenditures (i.e., costs) at buildout, resulting in a combined surplus of \$456,556 annually.

Project specific maintenance costs are estimated to have an annual cost of \$533,195. These costs are related to maintaining landscape medians, open space, and parks. It is assumed that a Project specific funding mechanism will be created or an existing mechanism will be used to fund these Project specific maintenance obligations.

The Project is estimated to generate a total of \$544,716 in CFD 2016-1 special tax revenue to fund City police services.

The reader should be aware that any FIA is only as accurate as the assumptions and methodologies used to calculate its results, and actual results will vary from these estimates as events and circumstances occur in a manner different than described in the FIA.

II. Introduction

Purpose of Report

Development Planning and Financing Group, Inc. was retained to prepare this report on behalf of the Developer for The Ranch at Antioch Plan Area. This report and the attached tables describe the methodology, assumptions, and results of the FIA. The Project is located in the City of Antioch within Contra Costa County.

The purpose of this report is to determine the applicable recurring revenue and expenditure impacts to the City General Fund and quantify the annual net fiscal impacts at buildout of the Project.

Table 1
The Ranch at Antioch
Land Use Summary

Product	Units/SF	Estimated Market Value Per Unit/SF	Total Assessed Valuation
Residential			
Active Adult			
45x100	160	\$ 400,000	\$ 64,000,000
50x100	160	450,000	72,000,000
55x100	102	500,000	51,000,000
All Ages			
Medium Density			
40x100	112	425,000	47,600,000
45x100	100	450,000	45,000,000
Low Density - 1 Executive			
80x110	68	775,000	52,700,000
Low Density - 2 Executive			
70x110	65	725,000	47,125,000
Low Density - 3 Conventional			
45x100	140	575,000	80,500,000
50x100	135	625,000	84,375,000
55x100	135	675,000	91,125,000
Total Residential Land Uses	1,177		\$ 635,425,000
Nonresidential			
Village Center Commercial	54,000	\$ 200	10,800,000
Total Nonresidential Land Uses	54,000		\$ 10,800,000
Total Land Uses			\$ 646,225,000

Source:

Product mix and pricing per Developer.

Organization of Report

The report describes the Project, methodology, and assumptions applied in the Project FIA, a description of the FIA components for calculating revenues and expenditures, and conclusions of the analysis of the Project at buildout.

III. Project Description

Location, Land Uses, and Assumptions

The Project consists of approximately 402 acres located within Contra Costa County, within the City of Antioch. The project site is bounded by single-family homes on the north within the Diablo West, Black Diamond Knolls, and Dallas Ranch subdivisions; the vacant Richfield and Leung parcels to the south; Deer Valley Road and Kaiser Permanente Medical Center to the east; and Empire Mine Road and the Higgins/Zeka parcel to the west. EBRPD lands are located directly to the northwest.

Residential Development: The anticipated residential yield from the Project area is an additional 1,177 residential units of varying densities based on information provided by the Developer. The FIA includes an estimated price range for residential units between \$400,000 and \$775,000.

Non-residential Development: The Project is estimating to yield approximately 54,000 square feet of commercial uses. The FIA includes an estimated market value of \$200 per square foot of nonresidential space.

IV. Methodology and Assumptions

Scope and Methodology

The methodology used to determine the recurring revenue and expenditure impacts to the City as a result of the Project was determined by applying two methodologies, the multiplier method and the case study method.

The multiplier method employs per capita factors based on the City's fiscal year 2017-2018 budget and number of residents or persons served within the City. The multiplier method uses the current fiscal year budget or projected budget as a baseline to forecast fiscal impacts. Revenue and expenditure funds that are impacted by residents use the City's total population in determining the fund's per capita factor. Revenue and expenditure funds that are impacted by residents use the City's total persons served in determining the fund's per capita factor.

The case study method is used to estimate recurring revenue and expenditures when use of the multiplier method will not accurately quantify fiscal impacts. Case study methods were used where estimated revenues were more accurately estimated as a function of tax rates, and/or estimated home prices.

General and/or Major Assumptions

An overview of the general assumptions utilized in the FIA is summarized in Figure 1 below. A more detailed summary of the assumptions used in the FIA can be found in *Appendix A*.

Figure 1

<u>Development Data</u>	
Antimcipated Poject Build-Out	
<u>Active Adult</u>	
45x100	160 Units
50x100	160 Units
55x100	102 Units
<u>All Ages</u>	
Medium Density	
40x100	112 Units
45x100	100 Units
Low Density - 1 Executive	
80x110	68 Units
Low Density - 2 Executive	
70x110	65 Units
Low Density - 3 Conventional	
45x100	140 Units
50x100	135 Units
55x100	135 Units
Total Project Residential	1177 Units
Nonresidential (Square Feet)	54,000

Initial Market Values	
<u>Active Adult</u>	
45x100	\$ 400,000
50x100	\$ 450,000
55x100	\$ 500,000
<u>All Ages</u>	
Medium Density	
40x100	\$ 425,000
45x100	\$ 450,000
Low Density - 1 Executive	
80x110	\$ 775,000
Low Density - 2 Executive	
70x110	\$ 725,000
Low Density - 3 Conventional	
45x100	\$ 575,000
50x100	\$ 625,000
55x100	\$ 675,000

<u>Fiscal Modeling</u>	
Property Tax Rate (Post ERAF)	
City General Fund Share of 1% Tax Rate	7.4022%
Annual Turnover Rate	
Residential	11.11%
Commerical Property	5.00%
<u>Population Data</u>	
City of Antioch Population	114,241
City of Antioch Employees	22,422
City of Antioch Persons Served (Population plus 50% of Employees)	125,452
City of Antioch Occupied Households	34,867
Persons Per Household	
Active Adult	1.80
All Ages	3.15

Buildout Focus

The fiscal impacts of the Project were analyzed based on the estimated revenues and expenditures of the Project at buildout.

V. Fiscal Impact Analysis

Revenue Methodology and Assumptions

This section of the Report describes the methodology used to forecast the Project's revenues at buildout. The calculations of estimated revenues used either a case-study methodology or a multiplier method (i.e., per capita or per persons served).

The case-study approach was used to estimate Property Taxes, Property Tax In-Lieu of Vehicle License Fees, Property Transfer Taxes, Sales and Use Tax, and Measure C Sales Tax Revenues (see *Table A.3, A.4*).

The multiplier method was used to estimate Franchise Taxes, and Vehicle Code Fines (see *Table A.1*).

Case Study Method

Property Taxes

At buildout, the Project, including the residential and non-residential components is estimated to have an assessed value of approximately \$719.5 million dollars. *Table A.7* shows the estimated allocation of tax revenue to each district, fund, and agency after funds have been diverted to the

Education Revenue Augmentation Fund (“ERAF”). Following ERAF allocation, The City would receive 7.40217% of the total 1% property tax revenue. Secured property tax revenue is derived from taxes on residential units and non-residential uses. Annual property tax revenues are summarized in *Table A.3*.

Property Tax In-Lieu of Vehicle License Fees

The calculation of Property Tax In-Lieu of Vehicle License Fees was a consequence of the passage of Proposition 1A in November of 2004. Revenue was calculated by taking the estimated percent change in assessed value that the Project would have on the City and applying that percent change on the revenue adopted in the FY 2017-18 Budget. Property Tax In-Lieu of Vehicle License Fees revenues are shown in *Table A.3*.

Property Transfer Tax

The City receives this tax at the time in which a new or existing property is sold and ownership is transferred. Property transfer tax is collected upon the sale of property at a rate of \$1.10 per \$1,000 of assessed valuation of which the City receives \$0.55 per \$1,000 of assessed valuation. The FIA calculates the property transfer tax by using an annual turnover rate of 11.11% (every 9 years) for single family residential units and 5% (every 20 years) for nonresidential uses. Annual property transfer tax revenues are shown in *Table A.3*.

Sales and Use Tax

Taxable sales generated by the Project are calculated by examining the amount of taxable sales that will be generated by new residents of the project. The amount of sales and use tax generated by residents is determined through several steps. First, the estimated household income for residents is determined. Second, the proportion of new residents’ household income that will be spent on taxable goods and services is determined. Third, a taxable sales capture rate is assumed, as only a portion of the total amount of taxable goods and services generated by residents will occur in the City. Sales and Use Tax revenue is calculated at 1.00% of the estimated retail capture rate of sales within the City. Sales and Use Tax revenues are shown in *Table A.4*.

Measure C Sales Tax

Measure C was enacted by Antioch voters in November 2013. Collection of funds started April 1, 2014. The revenue is deposited in the City’s general fund. It is used for any legal municipal purpose including: police and emergency response; code enforcement; local economic development and job creation; street repair; and any other City program and service. Measure C Sales Tax revenue is calculated at 0.50% of the estimated retail capture rate of sales (methodology described above in Sales and Use Tax section) within the City. Measure C Sales Tax revenues are shown in *Table A.4*.

CFD 2016-1 Special Tax Revenue

CFD 2016-1 is a Mello-Roos special tax that finances police services and fire protection and suppression services of the City. The CFD is authorized to fund police protection services, including cost of contracting, maintenance or upkeep of related facilities, equipment, vehicles, apparatus, and supplies, the salaries and benefits of staff that directly provide police protection services, and overhead costs associated with providing such services within the CFD. For purposes of this analysis it is assumed the project would annex into the CFD 2016-1. CFD 2016-1 Special Tax revenues are detailed in *Table A.5*.

Multiplier Method

All other revenue items not calculated in *Table A.3, A.4, & A.5* are estimated to be generated on a per household or per person served basis at a rate calculated from the existing City budget. All revenues calculated using the multiplier method are shown in *Table A.1*.

Franchise Taxes

Revenue from Franchise Taxes is calculated on a per person served basis. See attached *Table A.1* for further detail.

Vehicle Code Fines

Revenue from Vehicle Code Fines is calculated on a per person served basis. See attached *Table A.1* for further detail.

Expenditures Methodology and Assumptions

This section of the Report describes the methodology used to forecast the Project's expenditures (costs) at buildout. All expenditures are projected using a per-person-served basis.

Expenditure estimates are based on the City's FY 2017-18 adopted budget. The calculations of the General Fund expenditures and the estimating procedures used to model future expenditures from the Project are shown in *Table A.2*.

Project related maintenance costs to maintain landscape medians, open space, and parks are anticipated to be funded by a new or existing funding mechanism (CFD, LLD, HOA, etc.). Maintenance quantities are based upon the quantities outlined in the Development Standards and Design Guidelines. The Project engineers will need to coordinate with City staff to determine final maintenance quantities. At which time costs would be re-evaluated to determine that funding mechanisms properly cover project maintenance obligations. See attached *Table A.8* for estimated maintenance quantities and costs.

Multiplier Method

Expenditure items were estimated on a per person served or per resident basis at a rate per capita consistent with the existing City budget. All expenditures calculated using the multiplier method are shown in *Appendix A: Table 2*.

VI. Conclusions

This section of the Report summarizes the Project's annual fiscal impact at buildout on the City. *Table 2* provides a summary of the Project's estimated revenue and expenditures projections.

Net Annual Fiscal Impacts at Buildout

The annual net fiscal impacts at buildout of the Project indicate an annual City General Fund surplus of \$456,556.

Project related maintenance costs are anticipated to cost \$533,195 annually. It is assumed that a project specific funding mechanism will be created or an existing mechanism will be used to fund these Project specific maintenance obligations.

The Project is estimated to generate a total of \$544,716 in CFD 2016-1 special tax revenue to fund City police services.

VII. Funding Sources to Mitigate Potential Fiscal Deficits

The results of the FIA estimates that the Project would have a fiscally positive impact on the City.

For purposes of this FIA the project is anticipated to annex into the City's CFD 2016-1 or similar financing mechanism.

It is assumed that a project specific funding mechanism will be created or an existing mechanism will be used to fund Project specific maintenance obligations.

VIII. FIA Sources

Information used in preparing the FIA was obtained from the following sources: (1) City of Antioch FY 2017-18 Adopted Budget, (2) City of Antioch Comprehensive Annual Financial Report June 30, 2016., (3) California Department of Finance, (4) Contra Costa County Office of the Assessor (5) US Census Bureau 2013 Mobility Study.

Table 2
The Ranch at Antioch
Fiscal Impact Analysis
Estimated Fiscal Impact

	Estimating Procedure	Service Population/ Households [1]	Revenue Multiplier	Annual Revenue/Expenditures at Buildout
City of Antioch				
Estimated General Fund Revenues				
Property Taxes - Secured	Case Study	N/A	\$ -	\$ 478,347
Property Tax In Lieu of VLF	Case Study	N/A	-	322,237
Property Taxes - Unsecured	[2]	N/A	-	-
Property Taxes - Other	[2]	N/A	-	-
Other in Lieu Taxes	[2]	N/A	-	-
Unitary Tax	[2]	N/A	-	-
Fanchises - Miscellaneous	[2]	N/A	-	-
Franchise - Gas	Households	1,177	9.51	11,190
Franchise - Electric	Households	1,177	13.61	16,018
Franchise - Cable TV	Households	1,177	41.94	49,364
Franchise - Refuse Collection	Households	1,177	29.31	34,502
Business License Tax	[2]	N/A	-	-
Business License Tax - Rentals	[2]	N/A	-	-
Business License Tax Penalty	[2]	N/A	-	-
Business License Tax Application	[2]	N/A	-	-
Contractors Business License	[2]	N/A	-	-
Property Transfer Tax	Case Study	N/A	-	39,129
Sales & Use Tax	Case Study	N/A	-	178,742
Sales & Use Tax In Lieu Swap	[2]	N/A	-	-
Sales Tax Measure C	Case Study	N/A	-	89,371
Sales & Use Tax P.S. Allocation	[2]	N/A	-	-
Motor Vehicle In Lieu Fees	[2]	N/A	-	-
Transient Occupancy Tax	[2]	N/A	-	-
Licenses & Permits	[2]	N/A	-	-
Vehicle Code Fines	Persons Served	3,192	0.40	1,272
Non-Traffic Fines	[2]	N/A	-	-
Use of Money & Property	[2]	N/A	-	-
Revenue From Other Agencies	[2]	N/A	-	-
Service Charges	[2]	N/A	-	-
Other Revenues	[2]	N/A	-	-
Transfers In	[2]	N/A	-	-
Subtotal Estimated General Fund Revenues				\$ 1,220,170
Estimated General Fund Expenditures				
Legislative & Administrative	Residents	3,138	\$ 5.58	\$ 17,525
Finance	Residents	3,138	0.20	632
Non-Departmental	Residents	3,138	2.02	6,339
Public Works	Residents	3,138	49.19	154,373
Police Services	Persons Served	3,192	245.50	783,630
Police Services - Measure C	Persons Served	3,192	61.12	195,095
Police Services - Animal Support	Persons Served	3,192	5.84	18,644
Recreation and Community Services	Residents	3,138	9.92	31,144
Community Development	Residents	3,138	27.10	85,040
Code Enforcement - Measure C	Residents	3,138	5.07	15,907
Subtotal Estimated General Fund Expenditures				\$ 1,308,329
General Fund Surplus/(Deficit)				\$ (88,159)
CFD Special Tax Revenue	Table A.5			\$ 544,716
Total Fiscal Surplus/(Deficit)				\$ 456,556

Footnotes

[1] Persons served is all City residents plus 50% of City employees. See Appendix A.6.

[2] This revenue/expense source is not expected to be affected by the Project and therefore is not evaluated in this analysis.

APPENDICES:

Appendix A: General Fund Revenues (Table A.1)

General Fund Expenditures (Table A.2)

Case Study Analyses (Table A.3)

Case Study Analyses (Table A.4)

CFD 2016-1 Special Tax Revenue (Table A.5)

General Assumptions (Table A.6)

Property Tax Allocation (Table A.7)

Maintenance Summary (Table A.8)

Table A.1
The Ranch at Antioch
Fiscal Impact Analysis
Fund Revenues

	Estimating Procedure	Case Study Reference	FY 2017-18 Adopted Revenues	Service Population/ Households [1]	Revenue Multiplier
General Fund Revenues					
Property Taxes - Secured	Case Study	Table A.3	\$ 9,896,311	N/A	\$ -
Property Tax In Lieu of VLF	Case Study	Table A.3	7,492,400	N/A	-
Property Taxes - Unsecured	[2]	-	290,000	N/A	-
Property Taxes - Other	[2]	-	400,000	N/A	-
Other in Lieu Taxes	[2]	-	400	N/A	-
Unitary Tax	[2]	-	514,000	N/A	-
Fanchises - Miscellaneous	[2]	-	8,510	N/A	-
Franchise - Gas	Households	-	331,480	34,867	9.51
Franchise - Electric	Households	-	474,500	34,867	13.61
Franchise - Cable TV	Households	-	1,462,330	34,867	41.94
Franchise - Refuse Collection	Households	-	1,022,070	34,867	29.31
Business License Tax	[2]	-	1,400,000	N/A	-
Business License Tax - Rentals	[2]	-	2,200,000	N/A	-
Business License Tax Penalty	[2]	-	20,000	N/A	-
Business License Tax Application	[2]	-	24,000	N/A	-
Contractors Business License	[2]	-	10,000	N/A	-
Property Transfer Tax	Case Study	Table A.3	360,000	N/A	-
Sales & Use Tax	Case Study	Table A.4	12,434,000	N/A	-
Sales & Use Tax In Lieu Swap	[2]	-	-	N/A	-
Sales Tax Measure C	Case Study	Table A.4	6,756,900	N/A	-
Sales & Use Tax P.S. Allocation	[2]	-	559,550	N/A	-
Motor Vehicle In Lieu Fees	[2]	-	45,000	N/A	-
Transient Occupancy Tax	[2]	-	90,000	N/A	-
Licenses & Permits	[2]	-	1,210,000	N/A	-
Vehicle Code Fines	Persons Served	-	50,000	125,452	0.40
Non-Traffic Fines	[2]	-	8,000	N/A	-
Use of Money & Property	[2]	-	575,000	N/A	-
Revenue From Other Agencies	[2]	-	1,012,631	N/A	-
Service Charges	[2]	-	1,522,406	N/A	-
Other Revenues	[2]	-	1,271,040	N/A	-
Transfers In	[2]	-	2,970,972	N/A	-
Total General Fund Revenues			\$ 54,411,500		

Source: City of Antioch 2017-2018 Budget

Notes:

[1] See Table A.6.

[2] This revenue source is not expected to be affected by the Project and therefore is not evaluated in this analysis.

Table A.2
The Ranch at Antioch
Fiscal Impact Analysis
Fund Expenditures

	Estimating Procedure	2017/2018 Budget	Service Population (*)	Avg. Cost Per Person Served	Adjustment Factor [1]	Expenditure Per Person
General Fund Expenditures						
Legislative & Administrative	Residents	\$ 1,276,038	114,241	\$ 11.17	50%	\$ 5.58
Finance	Residents	45,997	114,241	0.40	50%	0.20
Non-Departmental	Residents	461,538	114,241	4.04	50%	2.02
Public Works	Residents	7,493,413	114,241	65.59	75%	49.19
Police Services	Persons Served	30,798,234	125,452	245.50	100%	245.50
Police Services - Measure C	Persons Served	7,667,623	125,452	61.12	100%	61.12
Police Services - Animal Support	Persons Served	732,753	125,452	5.84	100%	5.84
Recreation and Community Services	Residents	1,133,817	114,241	9.92	100%	9.92
Community Development	Residents	4,127,909	114,241	36.13	75%	27.10
Code Enforcement - Measure C	Residents	579,115	114,241	5.07	100%	5.07
Subtotal General Fund Expenditures		\$ 54,316,437				\$ 411.55

Source: City of Antioch 2017-2018 Budget

(*) Also see Table A.6.

Notes:

[1] Percentage of budget that is expected to grow proportionately with new development.

Table A.3
The Ranch at Antioch
Fiscal Impact Analysis
Case Study Analyses

Land Use Assumption and Estimated Valuation			
Lot Size	Build Out Units/SF [1]	Price Per Unit/SF [2]	Total Valuation
Active Adult			
45x100	160	\$ 400,000	\$ 64,000,000
50x100	160	450,000	72,000,000
55x100	102	500,000	51,000,000
All Ages			
Medium Density			
40x100	112	425,000	47,600,000
45x100	100	450,000	45,000,000
Low Density - 1 Executive			
80x110	68	775,000	52,700,000
Low Density - 2 Executive			
70x110	65	725,000	47,125,000
Low Density - 3 Conventional			
45x100	140	575,000	80,500,000
50x100	135	625,000	84,375,000
55x100	135	675,000	91,125,000
Total Residential	1,177		\$ 635,425,000
Nonresidential			
Village Center Commercial	54,000	\$ 200	\$ 10,800,000
Total Nonresidential	54,000		\$ 10,800,000
Total Residential & Nonresidential Valuation			\$ 646,225,000
A. Estimated Annual Property Tax Case Study			
Basic Rate			1.00%
Total Residential Secured Property Tax		\$	6,462,250
Percent Allocated to City [3]			7.40217%
Annual Property Tax Allocated to City General Fund		\$	478,347
B. Estimated Property Transfer Tax Case Study			
Turnover Rate			
Residential Property [4]			11.11%
Commercial Property			5.00%
Residential Property Total Valuation		\$	635,425,000
Commercial Property Total Valuation			10,800,000
Annual Estimated Assessed Turnover Valuation		\$	71,142,778
Rate per \$1,000 of Assessed Value (\$0.55)			0.055%
Total Estimated Property Transfer Tax		\$	39,129
C. Estimated Property Tax in Lieu of VLF Case Study			
FY 2017-18 City of Antioch Assessed Valuation [6]		\$	10,064,469,581
Assessed Value of Project			646,225,000
Total Assessed Value		\$	10,710,694,581
Percent Change in Assessed Value			6.42%
Total FY 2017-18 Property Tax in Lieu of VLF Adopted Revenue [7]			5,018,600
Estimated Increase in Property Tax in Lieu of VLF		\$	322,237

Notes:

[1] Provided by Developer.

[2] Estimated home values provided by Developer.

[3] See Table A.7.

[4] US Census Bureau 2013 Mobility Study. Assumes a person moves every 9 years.

[6] Total FY 2017-18 secured and unsecured value for City of Antioch per Contra Costa County Office of the Assessor Annual

[7] City of Antioch FY 2017-2018 Adopted Budget.

Table A.4
The Ranch at Antioch
Fiscal Impact Analysis
Case Study Analyses

Average Income and Taxable Expenditures for Residential Units

Household Income and Taxable Expenditures			
Residential Land Use	Avg Home Value [1]	Total Annual Mortgage, Ins., & Tax Payments [2]	Estimated Household Income [3]
Active Adult			
45x100	\$ 400,000	\$ 31,023	\$ 103,409
50x100	450,000	34,901	116,335
55x100	500,000	38,778	129,261
All Ages			
Medium Density			
40x100	425,000	32,962	109,872
45x100	450,000	34,901	116,335
Low Density - 1 Executive			
80x110	775,000	60,107	200,355
Low Density - 2 Executive			
70x110	725,000	56,229	187,429
Low Density - 3 Conventional			
45x100	575,000	44,595	148,651
50x100	625,000	48,473	161,577
55x100	675,000	52,351	174,503

Average Taxable Expenditures [4]	Taxable Exp. As % of Income	Average Taxable Expenditures
Active Adult		
45x100	23.8%	\$ 24,611
50x100	23.8%	27,688
55x100	23.8%	30,764
All Ages		
Medium Density		
40x100	23.8%	26,150
45x100	23.8%	27,688
Low Density - 1 Executive		
80x110	23.8%	47,685
Low Density - 2 Executive		
70x110	23.8%	44,608
Low Density - 3 Conventional		
45x100	23.8%	35,379
50x100	23.8%	38,455
55x100	23.8%	41,532

Total Taxable Expenditures	Units	Taxable Expenditures	
Active Adult			
45x100	160	\$	3,937,820
50x100	160		4,430,047
55x100	102		3,137,950
All Ages			
Medium Density			
40x100	112		2,928,753
45x100	100		2,768,780
Low Density - 1 Executive			
80x110	68		3,242,549
Low Density - 2 Executive			
70x110	65		2,899,527
Low Density - 3 Conventional			
45x100	140		4,953,039
50x100	135		5,191,462
55x100	135		5,606,779
Total Taxable Expenditures	1177		39,096,706

Taxable Sales from New Households

Est. Taxable Capture Rate within City of Antioch [5]	25%
Total Taxable Sales from New Households	\$ 9,774,176

Taxable Sales from New Retail

Village Center Commercial	54,000
Est. Taxable Sales per Sq. Ft	\$ 150
Total Taxable sales from New Retail	\$ 8,100,000

	Percentage of Annual		
	Taxable Sales		Estimated Sales Tax Revenue
Sales and Use Tax	1.00%	\$	178,742
Measure C	0.50%	\$	89,371

Notes:

[1] Estimated home values provided by Developer.

[2] Based on a 6%, 30-year fixed rate mortgage with a 20% down payment and 2% for annual taxes and insurance.

[3] Assumes mortgage lending guidelines allow no more than 30% of income dedicated to mortgage payments, taxes, and insurance.

[4] Average taxable expenditures per household used to estimate annual sales tax revenue. Based upon CA State Board of Equalization August 2010 report.

[5] 25% was used to estimate taxable capture rate within the City of Antioch.

[6] Measure C expires in 2021.

Table A.5
The Ranch at Antioch
Fiscal Impact Analysis
Police Services Special Tax Revenue

Fiscal Year 2017-18 Special Tax [1]

Single Family		\$	462.80
Lot Size	Units	Special Tax Revenue	
Active Adult			
45x100	160	\$	74,048
50x100	160		74,048
55x100	102		47,206
All Ages			
Medium Density			
40x100	112		51,834
45x100	100		46,280
Low Density - 1 Executive			
80x110	68		31,470
Low Density - 2 Executive			
70x110	65		30,082
Low Density - 3 Conventional			
45x100	140		64,792
50x100	135		62,478
55x100	135		62,478
Police Services Special Tax Revenue	1177	a	\$ 544,716

Notes:

[1] The CFD No. 2016-1 special tax rate for FY 2017-18 is estimated at \$462.80 assuming maximum 4% increase per the RMA.

[2] The CFD is authorized to fund police protection services, including cost of contracting, maintenance or upkeep of related facilities, equipment, vehicles, apparatus, and supplies, the salaries and benefits of staff that directly provide police protection services, and overhead costs associated with providing such services within the CFD.

Table A.6
The Ranch at Antioch
Fiscal Impact Analysis
General Assumptions

General Assumptions		Assumption	
Base Fiscal Year [1]		FY 2017-18	
Property Turnover Rate (% per year)			
Residential [2]		11.11%	
Commerical Property		5.00%	
	Persons per Dwelling Unit [3]	Units	Total Persons
Active Adult			
45x100	1.80	160	288
50x100	1.80	160	288
55x100	1.80	102	184
All Ages			
Medium Density			
40x100	3.15	112	353
45x100	3.15	100	315
Low Density - 1 Executive			
80x110	3.15	68	214
Low Density - 2 Executive			
70x110	3.15	65	205
Low Density - 3 Conventional			
45x100	3.15	140	441
50x100	3.15	135	425
55x100	3.15	135	425
Total Residential Persons Served		1,177	3,138
	SF/Employee [4]	SF	Employees
Persons per Nonresidential SF			
Village Center Commercial	500	54,000	108
Total Employees	500	54,000	108
Total Residential/Nonresidential Persons Served (50% of employees)			3,192
General Demographic Characteristics			
Total Citywide			
City of Antioch Population [4]			114,241
City of Antioch Employees [5]			22,422
City of Antioch Persons Served (Population plus 50% of Employees)			125,452
City of Antioch Occupied Households [6]			34,867

Source: California Department of Finance

Notes:

[1] Reflects 2017-2018 City of Antioch Budget. This analysis does not reflect changes in values resulting from inflation or appreciation.

[2] US Census Bureau 2013 Mobility Study.

[2] Per the Ranch Draft EIR.

[4] State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2016 and 2017. Sacramento, California, May 2017.

[5] City of Antioch Comprehensive Annual Financial Report June 30, 2016.

[6] State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State — January 1, 2011- 2017. Sacramento, California, May 2017.

Table A.7
The Ranch at Antioch
Property Tax Allocation Assumptions (FY 2017/2018)

TRA: Property Tax Fund	01-132	Post ERAF %
COUNTY GENERAL		11.92761%
COUNTY LIBRARY		2.00766%
CONTRA COSTA FIRE		9.55910%
CC FLOOD CONTROL		0.23555%
FLOOD CONTROL Z-1		2.23892%
CO WATER AGENCY		0.04801%
CC RES CONSV		0.02180%
CO CO MOSQUITO ABA		0.20974%
CONTRA COSTA WATER		0.64196%
BART		0.84959%
BAY AREA AIR MANAGEMENT		0.24758%
EAST BAY REGNL PARK		4.03910%
CITY OF ANTIOCH		7.40217%
CO SUPT SCHOOLS		2.43525%
K-12 SCHOOLS ERAF		14.54549%
ANTIOCH UNIFIED		35.23389%
CO CO COMM COLLEGE		6.19079%
COMM COLLEGE ERAF		2.16579%
Subtotal		1.0000000
Total to City of Antioch		7.40217%

Footnotes:

[1] The reallocation of property taxes away from counties, cities, and other agencies to the Education Revenue Augmentation Fund (ERAF) is based on certain formulas; the allocation in this column reflects the net allocation to the General Fund after the ERAF allocation has been applied.

Source: Contra Costa County Auditor-Controller's Office

Table A.8
The Ranch at Antioch
Development Maintenance Areas

Maintenance Item	Unit	Quantitiy	Unit Price [1]	Annual Maintenance Cost
Maintained Areas				
Parks & Linear Parks	AC	20.0	\$11,300	\$226,000
Landscaping	AC	2.5	\$12,500	\$31,250
Open Space	AC	249.5	\$780	\$194,610
Sand Creek Road - Lighting & Landscaping		TBD		
Detention Basins		TBD		
Total Maintetcne Costs				\$451,860
Contingency and Administration Costs				
County Admin (1%)				\$4,519
Contingency and Repair/Replacement (10%)				\$45,186
Parks Department (5%)				\$22,593
Administration (3%)				\$13,556
Subtotal Contingency and Admin Costs				\$81,335
Total Project Annual Maintenance Cost Summary				
Subtotal Annual Maintenance				\$451,860
Subtotal Contingency and Admin Costs				\$81,335
Total Annual Maintenance Costs				\$533,195
Per Unit Annual Maintenance Costs				\$453.01

Footnotes:

[1] Source: Unit pricing estimates from DPFG.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nancy Kaiser, Parks and Recreation Director *Nancy Kaiser*

SUBJECT: **PARKS AND RECREATION COMMISSION APPOINTMENT FOR ONE (1) VACANCY EXPIRING MARCH 2024**

RECOMMENDED ACTION

It is recommended that the Mayor nominate, and Council appoint by resolution one Member to the Parks and Recreation Commission for a vacancy expiring March 2024.

FISCAL IMPACT

Administering the Commission is a budgeted function of the Department, there is no additional fiscal impact. Commissioners serve in a voluntary role.

DISCUSSION

In March 2020, the terms for three members of the Commission expired and the City Clerk posted the position openings as outlined in city policies and procedures. The recruitment period for these positions closed April 17, 2020. The Clerk received one application; incumbent Marie Arce submitted her application for consideration and Mayor Sean Wright interviewed Ms. Arce. The term for this appointment expires March 2024.

The City Clerk will continue posting the remaining openings, and the current commissioners have been notified that they serve on the Commission until such time a new appointment is completed.

ATTACHMENTS

- A. Resolution
- B. Application

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING MARIE ARCE TO THE PARKS AND RECREATION COMMISSION
FOR ONE VACANCY EXPIRING MARCH 2024**

WHEREAS, there are currently three (3) vacancies on the Parks and Recreation Commission ending in March 2024;

WHEREAS, the City Clerk's Office made announcement of the vacancies and solicited applications for the three vacancies;

WHEREAS, Mayor Sean Wright considered one application received during the recruitment and interviewed the interested applicant;

WHEREAS, Antioch Municipal Code Section 2-5.201 requires that the Mayor nominate candidates for appointment to boards and commissions and requires that the City Council approve, by a majority vote, the final appointment of said nominees; and

WHEREAS, Mayor Sean Wright has nominated Marie Arce to the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the Mayor's nomination of Ms. Marie Arce and appoints her to serve on the Parks and Recreation Commission, as Commissioner, for one full-term, ending March 2024.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of July, 2020 by the following vote:

AYES:

ABSENT:

NOES:

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

Attachment B



RECEIVED

APR 17 2020

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 5:00 p.m. Friday, April 17, 2020

APPLICATION FOR COMMUNITY SERVICE

PARKS & RECREATION COMMISSION

Three (3) 4-year Terms expiring March 2024

Print your name: Marie Arce

Address: [REDACTED]

ZIP Code: [REDACTED] Phone (W) [REDACTED] (C) [REDACTED]

E-mail address: [REDACTED]

Employer: Winter Nights Family Shelter, UU Justice Ministry of CA. and Mount Diablo Unitarian Universalist Church

Address: 55 Eckley Drive City: Walnut Creek

Occupation: Business Finance Liaison & Non-Profit Consultant

How long have you lived in Antioch? 22 years

List the three (3) main reasons for your interest in this appointment: In 2019, I began serving on the Parks and Recreation Commission. The Commission has provided an avenue for me to bridge the gap between city departments and the residents of Antioch. Continuing to serve my community in this capacity, as well as maintain the positive movement in Antioch would be a privilege. Keeping our parks clean and accessible to all is an important legacy to leave the future residents on Antioch.

Have you attended any meetings of this commission? Yes, I have served as a Parks and Recreation Commissioner and recently selected as chair person. Previously, had not attended as a resident.

Have you had any previous city community service on this commission? (If yes, please explain)? Yes, I served for one year as Parks and Recreation Commissioner and in January began serving as Chair of the Commission.

What skills/knowledge do you have that would be helpful in serving on the Parks & Recreation Commission? The skills/knowledge that would be beneficial when serving on the Parks and Recreation Commission are my creative, financial and non-profit background. Being creative is a big part of the Parks and Recreation Commission, finding ways to connect with our community and make that relationship meaningful and sustainable. Weather putting together the Parks and Recreation Guides or holding meetings in our parks, we are creatively establishing the foundation for our kids and families in our community. My financial background provides a deep understanding of the restricted and designated funds discussed in the Parks and Recreation Commission meetings. Having an extensive non-profit background; including relationships with organizations that serve the Antioch community, allows me to connect our members of the community with services needed or as an option to volunteer in our community.

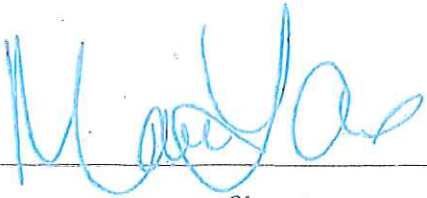
Please indicate any further information or comments you wish to make that would be helpful in reviewing your application: Continuing to serve my community is an important part of my character. Antioch parks continue to have a deep connection with my 5-year-old daughter Caitlin Emma that passed away from cancer in 2018. Knowing that the decisions that we make today, will impact the kids and family's tomorrow is a great responsibility. It is our duty to have safe and clean parks for our kids. There will be a child swinging and sliding at our parks today, enjoying the sun and the only source of outdoor play they can experience. Our parks are for all our kids, including the disabled, healthy and sick. Continuing to provide that safe space to play, be creative and develop is my duty as a mother and a citizen of Antioch.

The Parks & Recreation Commission meets on the third Thursday of each month at 7:00 p.m. in the City Council Chambers. Can you attend meetings at the designated days and time? Yes, I am available to attend the Parks and Recreation Commission meetings on the third Thursday of each month at 7:00 p.m.

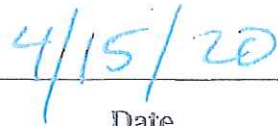
Please attach your resume (recommended to enhance your application).

PLEASE NOTE: THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

DELIVER OR MAIL TO: Office of the City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007

A handwritten signature in blue ink, appearing to read "M. J. [unclear]", written over a horizontal line.

Signature

A handwritten date in blue ink, "4/15/20", written over a horizontal line.

Date

Marie Arce
Antioch Ca., 94531

(916) 415-7072

[REDACTED]


EDUCATION	GOLDEN GATE UNIVERSITY	SAN FRANCISCO
2015-Present	B.A., Public Administration GPA 3.8 on 4.0 scale	
QUALIFICATIONS	HUMAN RESOURCE/ADMINISTRATIVE	
2006-Present	-Writing policy, maintaining membership database -Maintaining health benefit plans, general human resources -maintaining of employee data and confidential business information -Payroll, customer service, calendaring -HTML coding, blogging, establishing procedures -Organizing, developing, reporting	
	ACCOUNTING/ANALYTICS	
2006-Present	-Processing payroll via Quickbooks and ADP -Accounts payable and receivable, general ledger reconciling -Bank deposits, bond and note processing, reporting -Transferring funds, preparing statements, identifying discrepancies -Data analysis, reporting	
	MANAGEMENT	
2010-Present	-Schedule management, mentoring, interviewing and hiring -Assuring compliance with procedures and enforcing policy -reporting and continuous efficiency analysis -Planning, executing and overseeing client relationships	
EXPERIENCE		
2019-Present	Winter Nights Family Shelter <u>Financial Liaison & Non-Profit Consultant</u>	Pleasant Hill, CA
2019-Present	UU Justice Ministry <u>Business & Financial Administrator</u>	Sacramento, CA
2013-Present	Mt. Diablo Unitarian Universalist Church <u>Business Administrator</u>	Walnut Creek, CA
2011-2013	Bond Manufacturing <u>Import Associate</u> <u>Customer Service Representative</u>	Antioch, CA
OTHER EXPERIENCE		
	- Chair of the Parks and Recreation Commission for City of Antioch -Shelter, Inc. fundraising advocate for three years. Collected food for approximately 100 families in need annually -Owner of 4eversunshinedesigns, handmade jewelry company that donates 100% of revenue to non-profit -Fundraising & advocate for childhood cancer research events -Member of school site council -Leading the establishment of Winter Nights family shelter non-profit establishment, including general policy and financial development	

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tammany Brooks, Chief of Police 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: US Department of Justice COPS Hiring Program Grant Award for School Resource Officers

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution to accept grant funding in the amount of \$750,000 from the US Department of Justice COPS Hiring Program to fund six (6) additional Police Officer positions who will serve as School Resource Officers.

FISCAL IMPACT

The total grant amount is \$750,000 over three years. This amounts to \$125,000 per Police Officer position for the duration of the grant, or \$41,667 per officer per year. The maximum cost of each Police Officer position base salary, including benefits, is currently \$167,458 per year. Therefore, the net cost to the City would start at \$125,791 per Police Officer per year, increasing with step and benefit increases that occur each year. Assuming all six (6) positions were filled, the initial cost would be approximately \$754,746 the first year, increasing annually thereafter.

Police Department staff worked with the Antioch Unified School District (AUSD) staff to obtain this grant funding. It was agreed if the City was awarded and accepted the grant, AUSD would be willing to provide financial assistance to the extent it has the available funding to do so. This amount is yet to be determined, and would require further discussion with the AUSD Superintendent, and approval by the AUSD Board of Trustees. Any funding obtained from AUSD would offset the City's cost for these Police Officer positions.

Following the three-year grant cycle, the City is required to retain these additional Police Officer positions for at least one year. During this and any subsequent years, the City would be required to pay the \$41,667 per Police Officer position initially covered by the grant.

With the current pandemic and financial uncertainty the City is facing as a result, Council should carefully consider the financial impact this would have to the General Fund budget

for the next four years (potentially \$3.2M), as the City would be required to retain and pay for these new positions even if AUSD is unable to fund a portion of the cost.

DISCUSSION

Due to the previous economic downturn and the forced reduction in Police Officer staffing that followed as a result, it has been more than a decade since the Antioch Police Department has had School Resource Officers (SROs). Thanks to voter approved Measures C in 2013, and W in 2018, Police Department staffing has risen to a level close to that when staffing allowed for SROs. In January 2020, Antioch Police Department became aware of a US Department of Justice COPS Hiring Program grant to be used specifically for hiring SROs and began the process to apply. On January 31, 2020, a tragic violent crime occurred following a school event in the parking lot of Deer Valley High School, which further heightened the community's desire to have a law enforcement presence at the schools. In March 2020, Police Department staff submitted an application to receive grant funding to hire six (6) SROs, with the intent to assign one at each of the following schools:

- Antioch High School
- Deer Valley High School
- Antioch Middle School
- Black Diamond Middle School
- Dallas Ranch Middle School
- Park Middle School

On June 25, 2020, Police Department staff was notified it was successful in obtaining this grant for all six (6) SROs, totaling \$750,000 in federal funding over a three-year award period. This award is specifically to hire new, currently unfunded, Police Officer positions to be used as SROs who spend a minimum of 75 percent of their time in and around the schools, working on youth-related activities.

The deadline to accept this grant is August 9, 2020.

Special requirements of the grant include:

- Enter into a Memorandum of Understanding (MOU) between the Antioch Police Department and the AUSD. This MOU must be submitted to the COPS Office no later than September 23, 2020. The MOU must include: the purpose of the MOU, clearly defined roles and responsibilities of the Police Department and AUSD, information sharing, and the supervision responsibility and chain of command for the SROs.
- All SROs, within six (6) months of appointment, must complete the National Association of School Resource Officers ("NASRO") 40-hour basic training course. The COPS Office will pay the training fee directly to NASRO and NASRO will reimburse allowable travel costs up to \$1,000 per SRO to the Antioch Police Department.

ALTERNATIVES

Staff believes there are three (3) viable options Council can choose regarding the acceptance of this grant funding:

1. Council can adopt a resolution to accept grant funding in the amount of \$750,000 from the US Department of Justice COPS Hiring Program to hire six (6) SROs with **no** contingencies on supplemental funding from AUDS.
2. Council can adopt a resolution to accept grant funding in the amount of \$750,000 from the US Department of Justice COPS Hiring Program to hire six (6) SROs, contingent upon supplemental funding from AUDS.
3. Council can choose not to accept the grant funding in the amount of \$750,000 from the US Department of Justice COPS Hiring Program to hire six (6) SROs.

ATTACHMENTS

- A. Resolution
- B. Review copy of US Department of Justice COPS Hiring Program Award Letter/Document

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$750,000 FROM THE US
DEPARTMENT OF JUSTICE COPS HIRING PROGRAM TO FUND SIX (6)
ADDITIONAL POLICE OFFICER POSITIONS TO SERVE AS SCHOOL RESOURCE
OFFICERS**

WHEREAS, this year the US Department of Justice awarded nearly \$400 million in grant funding through their Office of Community Oriented Policing Services (“COPS”) Hiring Program to add additional sworn law enforcement officers to agencies across the nation;

WHEREAS, the COPS Hiring Program is a competitive grant program that provides funding directly to law enforcement agencies that have primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime prevention efforts;

WHEREAS, the Antioch Police Department applied for funding through this program to hire six police officers and was awarded \$750,000 over the three-year grant period to pay a portion of the salary and benefit package for six police officers; and

WHEREAS, these six new police officer positions would be assigned and dedicated as school resource officers at the two primary high schools and all four middle schools in Antioch.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the US Department of Justice COPS Hiring Program grant funding in the amount of \$750,000 to fund six additional police officer positions to serve as school resource officers.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to take any actions and execute any documents or agreements necessary for receipt of the grant funds subject to review and approval of form by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

June 25, 2020

Chief of Police Tammany Brooks
City Manager Rowland Bernal

Antioch, City of
300 L. Street
Antioch, CA 94509

Re: COPS Hiring Program award number 2020UMWX0075
ORI CA00701

Dear Chief of Police Brooks and City Manager Bernal:

Congratulations on your agency's award for 6 officer position(s) and \$750,000.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$1,099,371.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at www.cops.usdoj.gov within 45 days from the date of this letter.**

The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award

amount and will also identify any disallowed costs.

Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

A handwritten signature in black ink that reads "Phil Keith". The signature is stylized with a large, looped "P" and a cursive "Keith".

Phillip E. Keith, Director

Date: 06/16/2020

Additional Award Notification



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Award Document

COPS Office COPS Hiring Program (CHP)

**CFDA - 16.710 - Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406**

Award Number: 2020UMWX0075

ORI Number: CA00701

OJP Vendor Number: 946000293

DUNS Number: 0818425020000

Applicant Organization's Legal Name: Antioch, City of

Applicant's System for Award Management (SAM) name: Antioch, City Of

Law Enforcement Executive / Agency Executive: Chief of Police Tammany Brooks

Government Executive / Financial Official: City Manager Rowland Bernal

Award Start Date: 07/01/2020

Award End Date: 06/30/2023

Award Amount: \$750,000.00

Full-Time Officers Funded: 6

New Hires: 6 Rehires Previously Laid Off: 0 Rehires Scheduled for Lay Off: 0

The FY 2020 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Community Policing Development Program (CHP) Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director

Date: 06/16/2020

(Signature Pending)

(Date Pending)

Signature of the Program Official with the Authority to Accept
this Grant Award

Date

(Signature Pending)

(Date Pending)

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

Signature of the Financial Official with the Authority to Accept Date
this Grant Award

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.



U.S. Department of Justice
Office of Community Oriented Policing Services

**2020 COPS Hiring Program
Award Terms and Conditions**

By signing the Award Document to accept this **COPS Hiring Program** award, your agency agrees to abide by the following award terms and conditions:

1. Award Owner's Manual

The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, et seq.) ; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. Assurances and Certifications

The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

3. Allowable Costs

The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed

for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

4. Supplementing, Not Supplanting

State, local, and tribal governments must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

5. Extensions

Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

6. Modifications

Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification

request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

7. Evaluations

The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators 34 U.S.C. § 10385(b).

8. Reports/Performance Goals

To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.327 - 200.328. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

9. Award Monitoring Activities

Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.333 & 200.336.

10. Federal Civil Rights

The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

11. Equal Employment Opportunity Plan (EEOP)

All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. False Statements

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Duplicative Funding

The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

14. Additional High-Risk Recipient Requirements

The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (2 C.F.R. § 200.207).

15. System for Award Management (SAM) and Universal Identifier Requirements

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. *Requirement for System for Award Management*

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. *Requirement for unique entity identifier*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:
- a. Receives a subaward from you under this award; and
 - b. *Is accountable to you for the use of the Federal funds provided by the subaward.*



16. Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability.

Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report.

You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and

Non-Profit Organizations”).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

17. Debarment and Suspension

The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

18. Employment Eligibility

The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

20. Mandatory Disclosure

Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

21. Conflict of Interest

Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

22. Contract Provision

All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

23. Restrictions on Internal Confidentiality Agreements

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.

24. Recipient Integrity and Performance Matters

For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported

to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

25. Citizenship and Immigration Status Communications

Authority to obligate or expend contingent on compliance with this condition.

NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the recipient funded in whole or in part with the award funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, “program or activity” means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.

26. Contracts and/or MOUs with other Jurisdictions

Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

27. Retention

At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

28. Community Policing

Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

29. Local Match

COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

30. School Resource Officer (SRO) Training Requirement

COPS Office-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) 40 hour basic training course. Course substitutions are not permitted. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed NASRO 40 hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must contact the NASRO Grant Coordinator if they want funds to cover registration and travel costs.

31. Background Investigations

Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.207

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.338 until the agency can demonstrate the background investigation has been completed.

32. Career Law Enforcement Officer

Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Financial Clearance Memorandum

COPS Office COPS Hiring Program Program (CHP)

To: Chief of Police Tammany Brooks and City Manager Rowland Bernal

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 6

Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Base salary	\$99,276.00	\$101,261.00	\$103,286.00
Benefits	\$1,439.50	\$1,468.28	\$1,497.65
Social Security	\$0.00	\$0.00	\$0.00
Medicare	\$1,439.50	\$1,468.28	\$1,497.65
Health insurance	\$0.00	\$0.00	\$0.00
Life insurance	\$0.00	\$0.00	\$0.00
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00
Retirement	\$0.00	\$0.00	\$0.00
Worker's compensation	\$0.00	\$0.00	\$0.00
Unemployment insurance	\$0.00	\$0.00	\$0.00

Approved total project costs

Per officer Grand total

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

Salaries and fringe benefits	\$308,228.43	\$1,849,371.00
Federal share	\$125,000.00	\$750,000.00
Applicant share	\$183,228.50	\$1,099,371.00

Local match waiver not granted.

Budget Cleared Date: 06/25/2020

Overall Comments:

NA

Additional Comments:

N/A



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Award Document Supplement

COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2020 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2020 CHP award, recipients using CHP funding to hire and/or deploy School Resource

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;
 - The purpose of the MOU
 - Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
 - Information sharing
 - Supervision responsibility and chain of command for the SRO
 - Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets


- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

APPROVED BY: Ron Bernal, City Manager 

SUBJECT: Resolution Approving One (1) Administrative Assistant I Position in the City Clerk's Department and Authorizing the Appropriate Budget Adjustment

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving one (1) Administrative Assistant I position in the City Clerk's Department and authorizing the City Manager or designee to make the appropriate budget adjustment.

FISCAL IMPACT

The salary range (without benefits) for the Administrative Assistant I is \$46,226 - \$56,176. The total annual range of cost of funding one (1) full-time Administrative Assistant I in the City Clerk Department is (Step A – Step E) \$76,000 - \$87,792. It is recommended that staff budget for nine months of salary in the FY2020/21 General Fund budget at a cost of \$60,000 which includes an offset of \$20,000 in the approved budget for part-time help which will no longer be needed if a full-time position is approved.

DISCUSSION

The City Clerk is elected to a four-year term and operates under statutory provision of the California Government Code, the Elections Code, and City ordinances and policies. The Clerk's Office is staffed with the elected City Clerk, one full-time Deputy City Clerk, and one part-time Minutes Clerk. The City Clerk and Deputy City Clerk are required by Government Code and the Elections Code to be current in their responsibilities and encouraged to obtain their Certified Municipal Clerk ("CMC") and Master Municipal Clerk credentials through seminars and training made available by the League of California Cities, the City Clerks Association of California ("CCAC") and the International Institute of Municipal Clerks (IIMC).

In May 2008, the City Council passed an ordinance amending Section 2-1.701 of the Municipal Code to establish that the City Clerk receive the same salary as that designated for a member of the City Council as provided for in Section 2-1.206 of the Municipal Code.

With the passage of the amended ordinance, the City Clerk position became limited in nature and ceremonial. The ceremonial duties of the City Clerk are:

- Attend City Council meetings
- Oversee the minute taking at City Council meetings
- Prepare announcements of openings on City Commissions
- Presides over ceremonial functions

Also, in May 2008, Resolution No. 2008/45 approved the position of Secretary II in the City Clerks department. This position was approved due to the reallocation of duties from a full-time City Clerk to a City Clerk whose position has ceremonial duties. Since there is no longer a full-time Secretary II position, the equivalent would be the Administrative Assistant I position. With some of the tasks becoming internet based, such as Netfile for Fair Political Practices Commission ("FPPC") Form 700 filings with Elections; and records needing to be scanned into Laserfiche. The City Clerk Department is comprised of an elected City Clerk, with administrative oversight by the Administrative Services Director, a full-time Deputy City Clerk and a part-time Minutes Clerk. Management is recommending that the Administrative Assistant position is the appropriate classification for this position.

The table below provides the neighboring cities' population and Clerk's Department Staff in Contra Costa County:

CITY	POPULATION	STAFF
Oakley	42,000 (as of 2018)	<ul style="list-style-type: none">• 1 – Full-time Appointed City Clerk• 1 – Full-time Records Management Clerk• 2 – Part-time Receptionists/Passport Acceptance Agents
Brentwood	62,000	<ul style="list-style-type: none">• 1 – Full-time Appointed City Clerk• 1 – Full-time Administrative Assistant (<i>shared with City Mgr and Economic Dev's office</i>)
Pittsburg	74,769	<ul style="list-style-type: none">• 1 – Elected City Clerk who also holds the full-time staff position of Director of Records and Council Services• 1 – Full-time Deputy City Clerk
Concord	129,688	<ul style="list-style-type: none">• 1 – Full-time Appointed City Clerk• 1 – Full-time Deputy City Clerk• 1 – Full-time Administrative Secretary• 1 – Full-time Office Specialist II <p>(<i>one part-time position was recently eliminated</i>)</p>
Richmond	107,000 plus	<ul style="list-style-type: none">• 4 – Full-time positions (includes the clerk)

Duties of the City Clerks department include:

- Keeping records of the official actions of the City Council, City acting as Successor Agency to the Antioch Development Agency, Antioch Public Financing Authority, and the Board of Administrative Appeals.
- Receive and assist all public records requests and ensure a timely response in accordance with the Public Records Act. NextRequest Software has assisted the Clerk's Office tremendously with timely responses and recordkeeping.
- Interact with the City Council, City staff, and the general public on all related matters.
- Serve as the Secretary to the Board of Administrative Appeals. Coordinate and prepare correspondence agenda for the Board of Appeals including Board, staff, and appellant; finalize Board of Appeals notices of decisions and actions. Forward final agenda and staff reports to the Webmaster for posting on our City's Website. Make copies of Agenda Packets for Clerk's filing, Minutes Clerk, Library, Extra and Board Members. Also make copies of Agenda for the public at the meeting.
- Process Administrative Citation Appeals from Code Enforcement; Permits denied by the Police Department, Personnel Grievance Hearings, and Notice of Decision letters from Animal Services for the Board of Administrative Appeals.
- Secretary to the Sales Tax Citizens' Oversight Committee. Prepare and finalize the agenda for the Sales Tax Citizens' Oversight Committee. Forward final agenda and staff reports to Committee Members and staff as well as the Webmaster for posting on our City's Website. Make copies of Agenda Packets for Clerk's filing, Minutes Clerk, Library, Extra and any Committee Members, if needed. Also make copies of Agenda for the public at the meeting.
- Oversee and coordinate the preparation, finalization, and distribution of the Regular/Special Meeting/Study Session/Workshop City Council agendas; prepare tentative agendas, final agendas and Public Hearing Notices. Forward final agendas and staff reports to the Webmaster for posting on our City's Website.
- Ensure the preparation of City Council meeting minutes; finalize minutes of meetings for agenda packets; and forward approved Minutes to the Webmaster for posting on our City's Website.
- Process, finalize, and follow-up on Council action from City Council meetings; ensure timelines are met including those for ordinance publication, resolutions, and notice of decisions.
- E-mail Summary of Ordinances, Urgency Ordinances, Public Hearing Notices, etc. to Bay Area Newsgroup in compliance with the Brown Act. Print copies of Public Hearing Notices for mailers (labeled envelopes received from pertinent department), posting, and mail out before each Council Meeting.

- Attest City documents including resolutions, ordinances and contracts/agreements. Finalize resolutions and ordinances with Council votes on archival book copy paper for recordkeeping.
- Assure the timely filing of Fair Political Practice Commission (FPPC) Statements of Economic Interests and Campaign Expense Reports in accordance with the Political Reform Act bi-annually. Administer Fair Political Practices Commission (FPPC) Form 700 filings for candidates, elected officials, employees, consultants, and commissioners in accordance with state law and FPPC regulations. The Clerk's Office is in the process of setting up NetFile Software for timely filings and transparency.
- Assist in conducting and supervising municipal elections; coordinate municipal elections as the Elections Official serving as the filing officer for implementation and administration with the County; process any initiatives, recalls or referendums that are submitted to the Clerk's Office; and certify official results after each election. This November 3, 2020 General Election will be our first District Elections wherein there will be 4 Council Member seats by District. The Mayor, City Clerk and City Treasurer seats remain at large.
- Prepare Election Candidate Packets for distribution, log in each candidate by district if a Council Member seat, explain candidate packet materials, process, and deadlines for filing. Collect candidate fees when candidate packet is being filed. Review all documentation to meet Election Code before accepting filings from candidates. Publish Public Hearing Notice of Election in newspaper as well as Nominees PHN.
- Coordinate the assuming office and leaving office of newly-elected and departing Council. To include Oaths of Offices, Certificates of Elections, updating website, roster, etc.
- Track vacancies of the many City Boards and Commissions. Prepare, distribute, and accept applications for board, committee and commission openings. Notify Mayor of openings and prepare notices of vacancies. Receive and process applications for future appointments. Forward applications to the appropriate department.
- Process Proclamations and Certificates of Recognition for the City Council as well as Oaths of Office for newly appointed Boards/Commissioners/Committees and newly hired/promotional police officers.
- Maintain the Municipal Code. Update hardcopies of the Municipal Code books (11); now moving to bi-annual updates. Review adopted ordinances bi-annually (with City Attorney) to be included in the Municipal Code.
- Maintain registration/ownership certificates for City vehicles.

- Receive and conduct bid openings. Post flyers directing potential contractors to the Clerk's Office due to deadline date and time.
- Accept and process all claims and legal actions against the City. Compare Claims Log with City Attorney's Office to obtain claim log numbers, letters of rejection, etc. Filing of all documentation as the recordkeeper.
- Act as Records Management Officer, responsible for the accurate filing of over 1600 boxes of files and records in the Records Warehouse which is necessary to maintain an effective and efficient records management program. Provide support, research and record retention services to all City departments
- Assist in the preparation, administration, and monitoring of assigned budget; compile annual budget requests; prepare revenue projections; recommend expenditure requests for designated accounts; monitor approved budget accounts.
- Scan historical ordinances, agreements, minutes, and resolutions into imaging system.
- Provide coverage and assistance in all areas of the City Clerk's Office as necessary to ensure the operation of the Office including filing, photocopying, answering the telephones, and assisting the public at the counter.
- Maintain and order office supplies; prepare purchase orders; receive invoices and check for accuracy; process payments.
- City Manager Weekly and Monthly Reports for Clerk's Office
- Participate in training sessions through the City Clerks Association of California with the possibility of becoming a Master Municipal Clerk.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING ONE (1) ADMINISTRATIVE ASSISTANT I POSITION AND
AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT**

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

WHEREAS, the City would like continued focused, timely, and targeted recruitment efforts specific to the position and department needs; and

WHEREAS, to provide consistent and equitable position assignment based on the level of complexity of duties and responsibilities that need to be performed.

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

Section 1. That one (1) Administrative Assistant I position is hereby approved in the fiscal year 2020/21 budget.

Section 2. The Finance Director is authorized to make the necessary adjustments to the fiscal year 2020/21 budget to provide compensation and benefits for one (1) Administrative Assistant I position.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of July, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

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

APPROVED BY: Ron Bernal, City Manager *RB*

SUBJECT: Free Internet for Students/Comcast Internet Essentials Sponsored Services

RECOMMENDED ACTION

It is recommended that the City Council discuss and direct staff regarding whether or not to participate in the Comcast Internet Essentials Sponsored Services program.

FISCAL IMPACT

The minimum level of sponsorship is 25 eligible applicants for six-months at a cost of \$9.95 per household plus tax which results in an estimated cost of \$1,650. Sponsoring 1000 households would cost \$66,000. Funding provided through December 30, 2020 would be from the State CARES Act funding the City will be receiving. Any costs incurred after December 30th would have to come from the City's General Fund.

DISCUSSION

In June, the Mayor was contacted by Kenneth Maxey, Director of Government Affairs for Comcast regarding the Internet Essential Sponsored Services Program. Mr. Maxey had already spoken to Mayor Pro Tem Joy Motts and the Antioch Unified School District Board President Diane Gibson-Grey regarding this program.

The Internet Essentials program offers low-cost, high-speed internet service for \$9.95 per month plus tax, also provides multiple options to access free digital skills training in print, online, and in person. Since 2011, Internet Essentials has connected more than two million low-income families to the Internet, serving approximately eight million people. During that period, the program has grown from focusing on bridging the "homework gap" for school age children to being deeply invested in providing digital equity.

Should the Council want to proceed with this program, staff recommends a partnership and contract with the Antioch Unified School District where the City would grant the money to Antioch Unified School District. The Antioch Unified School District would then work with Comcast and the eligible applicants. As stated in the fiscal impact section above,

the Internet Essential Sponsored Services program would be funded through CARES Act monies the City has applied for from the State and the General Fund should the program extend beyond December 30, 2020. Although the CARES Act guidelines identify support for distance learning as a qualifying activity if due to a public health emergency, reimbursement from the State is subject to Federal Review and approval.

ATTACHMENTS

- A. Comcast Agreement
- B. Information on Internet Essential Sponsored Service

Agreement

1. Agreement. This Agreement (the "Agreement") is entered into as of [REDACTED], 2020 (the "Effective Date") and is made by and between Comcast Cable Communications Management, LLC ("Comcast") and [REDACTED] ("Sponsor") and sets forth the terms and conditions under which Comcast, or its operating Affiliate, will provide Service to certain people that (i) provide Comcast with a unique identifier described in Section 3 below ("End User(s)") and (ii) Comcast has verified and approved.

2. Definitions:

"Affiliate": means an entity that controls, is controlled by, or is under common control with a party.

"Comcast Equipment": means any and all facilities, equipment, or devices provided by Comcast or its agents used to deliver the Service, including, but not limited to, cable modems and wiring.

"End User Application": means an End User's application (that contains the unique identifier described in Section 3 below) for the Service that has been approved by Comcast, in its sole discretion.

"Promotional Period": means that 60-day period, commencing on the Service Commencement Date, for which "Sponsor" will not be charged the monthly service fee for the Service.

"Service": means XFINITY® Internet Essentials service with download speeds of up to 25.0 Mbps and upload speeds of up to 3.0 Mbps.

"Service Commencement Date": means the date when the End User installs the Comcast Equipment and Comcast makes the Service available for use by each End User(s).

"Service Location(s)": means the individual End User(s) residential location(s) to which the Service will be provided by Comcast.

3. Delivery of the Service.

3.1 Service Delivery. Comcast will provide Sponsor with the number of promotional codes ("Codes") requested by Sponsor and each Code will be unique and one-time use only. End Users who receive a Code from Sponsor should either visit www.InternetEssentials.com or call 1-855-8 INTERNET to apply for the Service. If an End User provides Comcast with a Code that Comcast provided to Sponsor, is eligible for Internet Essentials, and agrees to the terms and conditions required by Comcast to receive Service, Comcast will work with the End User to get the Service to the Service Location and begin to invoice Sponsor for each End User's Service in accordance with Section 4 below.

3.2 Prohibited Uses. Sponsor shall cause all End User(s) to comply with this Agreement, including, but not limited to the then current version of the Acceptable Use Policy ("AUP"), which can be accessed via the following URL: <https://www.xfinity.com/corporate/customers/policies/highspeedinternetaup>.

4. Billing and Payment.

4.1 Payment. Comcast will invoice Sponsor on a monthly basis for all charges and fees arising under this Agreement. Except for the Promotional Period where new End Users who have an End User Application approved by Comcast on or before June 30, 2020 to receive the first two months of Service free, Sponsor shall pay Comcast a monthly recurring charge of \$9.95 per month (plus applicable taxes) for each End User(s) that receives Service commencing on the Service Commencement Date. Sponsor shall be billed each month based upon the actual number of End User(s) for which Comcast has made the Service available, as determined by Comcast prior to the upcoming invoice cycle. Sponsor agrees to pay all undisputed charges and fees within thirty (30) days of the invoice date. Any such undisputed amounts not paid to Comcast within such period will be considered past due.

4.2 Taxes and Fees. Except for taxes based on Comcast's net income, and except to the extent Sponsor provides a valid tax exemption certificate prior to the delivery of Service, Sponsor shall be responsible for the payment of any and all applicable federal, state and local taxes, fees or assessments (however designated) levied upon the sale, installation, use or provision of the Service.

4.3 Disputed Invoices. In the event Sponsor disputes charges and fees for the Service, Sponsor must pay the undisputed portion of the invoice and submit a claim for the disputed amount. All claims with respect to withheld amounts must be submitted to Comcast by calling Comcast's National Accounts Billing Support at 866-511-6489. Comcast will make commercially reasonable efforts to address the disputed charges and fees within sixty (60) days.

4.4 Past-Due Amounts. Comcast reserves the right to charge interest at a rate of one and a half percent (1.5%) per month, or the highest rate allowed by law, whichever is less (prorated on a daily basis beginning on the past-due date) for the unpaid balance of any past due invoice that is not reasonably disputed in the manner set forth in this Agreement. Comcast's acceptance of partial payment shall not constitute a waiver of Comcast's right to collect the full balance owing, and, Comcast reserves the right to determine the manner in which partial payments are applied. Sponsor agrees to pay all reasonable costs of collection incurred by Comcast as a result of Sponsor's failure to pay undisputed amounts due under this Agreement.

5. Term. This Agreement shall become effective on the Effective Date. The term of this Agreement shall commence on the Effective Date and continue for a period of [6 months][one year] (the "Term"), unless earlier terminated in accordance with the terms set forth herein. Sponsor hereby agrees to pay the Service Fees (as defined in Section 4 hereof) for each End User who receives Service prior to the expiration of the Term for a period of ___ [months][years] from the Service Commencement Date (each, the "End User Term") and the terms of this Agreement shall extend to the provision of Services to each End User until the expiration of the End User Term. Sponsor may extend the Term of the Agreement for an additional [6 month] [___ year] period by providing Comcast with at least 60 days' written notice prior to the expiration of the Term of its extent to extend the Term.

6. Default by Sponsor. If Sponsor is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of a second written notice, Comcast may, at its sole discretion, terminate this Agreement, terminate or suspend Service to End User(s), and/or require a deposit, advance payment, or other satisfactory assurances as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Sponsor's nonpayment of a charge subject to a timely dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. This Agreement may be immediately terminated by either Party, upon written notice, if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

7. Termination.

7.1 Termination of a Service to End User(s) for Cause. If an End User(s) breaches the AUP, as determined by Comcast, at its sole discretion, Comcast may, at its sole discretion, either suspend or terminate Service to the applicable Service Location(s) upon providing Sponsor with notice of such termination.

7.2 Regulatory and Legal Changes. Notwithstanding any contrary provision of this Agreement, if Comcast's authority to provide Service to a Service Location(s) is terminated, cancelled, or expires, Comcast may terminate this Agreement or the affected End Users' Service.

8. Limitation of Liability.

8.1 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, COMCAST DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES WILL MEET SPONSOR'S REQUIREMENTS, OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

8.2 EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY AS SET FORTH IN SECTION 9.1, OR BREACH OF THE PROVISIONS OF SECTIONS 9.3, 9.4, 9.5 AND 9.6, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOST REVENUES) ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Agreement

9. Confidential Information.

9.1 Disclosure Use and Exceptions. “Confidential Information” means any non-public information regarding a party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential,” or which should be reasonably known by the receiving party as proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include this Agreement, proposals, price quotes, rate information, discount information and invoices and Comcast Personal Information, as defined below. All Confidential Information and Comcast Personal Information as defined herein disclosed by either party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party’s employees, affiliates, agents and volunteers who agree to keep the Confidential Information confidential and who have a need to know for the purpose of performing this Agreement, installing the Comcast Equipment, using the Services, and rendering the Services (provided that the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case will the degree of care be less than reasonable care. Notwithstanding the foregoing, and except for Comcast Personal Information, each party’s confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a preexisting restriction as to disclosure; (ii) becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party’s Confidential Information; or (v) is required to be disclosed by law or regulation.

9.2 Remedies. Notwithstanding anything to the contrary in this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this section, including, but not limited to, preliminary and permanent injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the parties with respect to breaches of the duties imposed by this section.

9.3 Survival of Confidentiality Obligations. Except for Sponsor’s obligations with respect to Comcast Personal Information as set forth in Section 9.5 below, which survive termination of this Agreement indefinitely, the obligations set forth in this section shall survive the expiration or termination of this Agreement for a period of two (2) years.

9.4 End User Privacy. To enable Sponsor’s payment obligations hereunder, and so that Sponsor is able to verify End Users eligible for Sponsorship, Comcast may disclose Comcast Personal Information of End Users to Sponsor. “Comcast Personal Information” means any information provided by Comcast to Sponsor that relates to or describes an individual or household, including any such data that is linked or linkable to an individual, household, or device. Without limiting the foregoing definition of “Comcast Personal Information,” the Comcast Personal Information includes, but is not limited to, End User name, address, phone number, Service account number and amount of monthly charges shown in an invoice and related to an End User. Sponsor may not (a) Sell Comcast Personal Information; (b) retain, use, or disclose Comcast Personal Information for any purpose other than for the specific purposes set forth in this Agreement. For the purposes of this Agreement “Sell” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Comcast Personal Information by one entity to another for monetary or other valuable consideration.

9.5 Security. Sponsor shall employ, with regard to Comcast Personal Information that it receives from Comcast, procedures no less restrictive than the strictest procedures used by Sponsor to protect its own confidential and proprietary information of a like kind, which shall at a minimum be commercially reasonable procedures using Industry Standard information security measures. “Industry Standard” means prescribed for use by the National Institute of Standards and Technology or aligned with the International Organization for Standardization/International Electrotechnical Commission 27000 series of standards. Sponsor must maintain a plan for appropriate security incident management and response that complies with the terms of this Agreement to cover, at a minimum, the following: (i) unauthorized access, acquisition, disposition use of Comcast Personal Information, (ii) other loss or misuse of such information or (iii) discovery malware posing a significant threat to such

information or any operations necessary to perform under this Agreement (each, a "Security Incident"). Sponsor must provide notification via electronic mail to SecurityFusionCenter@comcast.com of a Security Incident as soon as practicable after, but not later than, twenty-four (24) hours, following awareness of a Security Incident. For any Security Incident, Sponsor must provide regular updates to SecurityFusionCenter@comcast.com or, if direct by Comcast, to a security point of contact specifically designated by Comcast for the Security Incident, and shall cooperate with Comcast or its regulators in its efforts to investigate the same. Comcast shall exclusively control the provision and content of any notices to End Users or applicable entities with respect to any Security Incident involving Comcast Personal Information.

9.6 Retention, Return or Destruction of Personal Information. Sponsor shall not retain Comcast Personal Information received from Comcast for a period longer than 90 days from receipt unless required to do otherwise by applicable law or legal obligation. Upon expiration or termination of this Agreement, or at Comcast's request, Sponsor will return all Personal Information to Comcast or, at Comcast's request, securely destroy all Comcast Personal Information and provide within ten (10) days of Comcast's request, a written attestation signed by an officer of the Sponsor, attesting that all Comcast Personal Information in all formats, including without limitation, paper, electronic and disk form, have been returned or securely destroyed, provided however, that foregoing obligation shall not extend to backup or archival copies of Personal Information that Sponsor generates in the ordinary course of business. Sponsor shall not process or use backed-up or archived Comcast Personal Information for any purpose other than to store it, and Sponsor will continue to apply security controls consistent with this Agreement to such Comcast Personal Information for the duration of its storage.

9.7 Sponsor Relationships. Sponsor must require all of its subcontractors with access to Confidential Information to comply in writing with security obligations substantially similar to this Agreement and shall provide written attestation or other evidence that affirms such compliance to Comcast promptly upon request. Sponsor shall conduct periodic reviews of such subcontractors' security controls to confirm that such controls are in compliance with this Agreement. In the event Sponsor identifies deficiencies in any such subcontractor's security controls, Sponsor shall maintain a report of such findings and ensure that such deficiencies are remediated within reasonable timeframes, commensurate with their severity.

9.8 Audit Rights. Sponsor shall reasonably cooperate with Comcast's efforts to verify Sponsor's compliance with this Section, which efforts may include periodic audits (not to exceed one (1) audit in any twelve (12) month period) of Sponsor's operations, including onsite validation at a Sponsor facility, by Comcast or a third party at Comcast's request and on reasonable notice, and Sponsor will remediate any critical security issues discovered by Comcast within thirty (30) days, and provide a commitment to Comcast within thirty (30) days to address any other security issues in a timely manner.

9.9 Restricted Activities. Sponsor represents that, during the term of this Agreement, neither Sponsor, nor its employees, agents, or subcontractors, will (i) with the exception of Service account number, access, transmit, collect, process, and/or store (collectively, "handle") Sensitive Non-Public Information, (ii) access Comcast Systems or (iii) engage or provide any software development, web application development and/or web application hosting services (collectively, "Restricted Activities"). If Sponsor, or any individual or entity acting in any capacity on behalf of or under the direction of Sponsor, becomes aware that it is in engaging in any Restricted Activity, Sponsor will immediately contact Comcast and comply with Comcast's instructions, which may include, without limitation, destruction or return of Sensitive Non-Public Information. If the Sponsor will need to engage in one or more Restricted Activities, Sponsor shall not proceed unless and until the parties amend this Agreement to include Comcast's then-current information security requirements applicable to such Restricted Activities. "Sensitive Non-Public Information" means any information for which the loss of confidentiality, integrity, or availability of such information could be expected to have a severe, adverse effect on Comcast's operations, organizational assets, or individuals and includes, but is not limited to, Proprietary application source code, pre-release financial statements, access and credential data for any Comcast System; and Sensitive Personal Information. "Sensitive Personal Information" means Personal Information that, if subject to unauthorized access or acquisition that compromises the security, confidentiality, or integrity of the personal information, could require notification to a consumer, governmental entity, credit reporting agency, or trigger any other state, federal, or international breach notification

Agreement

laws, and includes, without limitation, Social Security number(s), driver's license number(s), state identification number(s), passport number(s), or other government issued identification number(s); financial or bank account information, including payment card data; health or medical insurance information; health or medical conditions; Protected Health Information, as defined in Section 164.103 of the Health Insurance Privacy and Portability Act's implementing regulations; information collected by automated license plate recognition systems; set-top box or other device data, network event data, usage data or activity data generated by a Comcast customer's interaction with any content distributed by or on a Comcast System, or made available by Comcast, information about Comcast customer's visit to (or failure to visit) any website or application; biometric information; password(s) or security questions and answers; and the personal information of individuals residing outside the United States. "Comcast Systems" means applications, websites, computing assets, systems, databases, devices, products, or services owned or operated by or for Comcast.

10. Miscellaneous Terms.

10.1 Force Majeure. Neither party nor its affiliates, subsidiaries, or contractors shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, or other causes beyond the party's reasonable control, except that Sponsor's obligation to pay for Services during a force majeure condition shall not be excused.

10.2 Assignment or Transfer. Neither party may assign this Agreement in whole or in part, or delegate any of its duties or obligations thereunder, without the prior written consent of the other party, except that without such consent (i) either party may assign this Agreement to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii) either party may assign this Agreement to an Affiliate, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform the Services.

10.3 Publicity. This Agreement provides no right to use any party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Sponsor, except as permitted by this Agreement or otherwise consented to in writing by the other party.

10.4 Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested. If notices are sent to the Sponsor, they shall be sent to

Attn: . If notices are sent to Comcast, they shall be sent to One Comcast Center, Philadelphia, PA 19103 Attn: General Counsel.

10.5 Entire Understanding. This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. This Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Service or the parties' rights or obligations relating to the Service.

10.6 Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

10.7 Survival. The rights and obligations of either party that by their nature would continue beyond the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

10.8 Governing Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

10.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including End User(s)) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.10 No Waiver; Etc. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

10.11 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

Accepted and agreed to as of the date shown below.

Comcast

Name:
Title:
Date:

Sponsor

Name:
Title:
Date:

Sponsored Service

ABOUT INTERNET ESSENTIALS

Internet Essentials from Comcast is the nation's largest, most comprehensive, and most successful broadband adoption program for low-income Americans in the country. The program is uniquely designed to address the three major barriers to broadband adoption—digital literacy training and relevance, equipment, and cost—and relies on a network of tens of thousands of community partners to help families cross the digital divide.

SPONSORED SERVICE & HOW IT WORKS

Partners, such as schools, healthcare providers, and other community-based organizations, have the ability to sponsor, or pay for, Internet Essentials service for their eligible members/families at a cost of \$9.95 + tax per month per household. The minimum requirements to establish a sponsored service agreement are at least a six-month sponsorship for at least 25 eligible applicants that are new to the program.

Following a formal agreement, Comcast will send sponsors promotional codes to distribute to eligible families. These codes will ensure the billing for an approved applicant will flow up to the sponsor's account. Sponsors will receive one bill each month and are only charged for applicants that are approved and connected to the Internet Essentials program.

ELIGIBILITY

Sponsored Service customers must be eligible for the Internet Essentials program. Individuals may qualify if they:

- A Are eligible for public assistance programs** such as the National School Lunch Program, Housing Assistance, Medicaid, SNAP, SSI, and others. For a full list of accepted documents, **[please click](#)** here or visit InternetEssentials.com.
- B Live in an area where Comcast Internet service is available.**
- C Are not an existing Xfinity Internet customer and have not subscribed to Comcast Internet within the last 90 days.**
- D Have no outstanding debt to Comcast that is less than one year old.** Households with outstanding debt that is more than one year old may still be eligible.*

**Due to the Coronavirus emergency, households with outstanding debt that is less than one year old may be eligible for Internet Essentials. We are waiving this qualification if you apply and are approved by 5/13/20. After 5/13/20, standard eligibility rules apply.*

PROCESS FOR SPONSORS

Partners interested in Sponsored Service should connect with their local Comcast representative or email Internet_Essentials_Partners@comcast.com with their information and sponsorship details to begin the process listed below.

1 Provide Sponsorship Details

- Number of sponsored accounts (25 or more are required)
- Term of sponsorship (6-month term or longer is required)
- Zip codes of all desired households being sponsored
- Main point of contact (name, phone number, email)

2 Accept Sponsored Service Terms and Conditions

- Comcast will send a draft agreement as a Microsoft Word document for sponsors to review and revise (if necessary) using the Track Changes feature
- Revised drafts will be reviewed by Comcast legal. Once finalized the Sponsor needs to send a signed PDF to Comcast.

3 Distribute Promotional Codes to Eligible Applicants

- Comcast will issue unique, one-time use, promotional codes to sponsors to distribute to eligible people or families

PROCESS FOR SPONSORED APPLICANTS

Applying for Internet Essentials is easy and fast from a mobile device. Sponsored applicants can visit InternetEssentials.com to be guided through the online process. Applicants will need to enter the promotional code provided by their sponsor in order to receive the sponsorship and free service. If the Sponsor is a school, applicants also need to select that they have a child attending school and type in the school's name when prompted under the National School Lunch Program.

FAQS

How long does the process take?

The length of time to launch a Sponsored Service partnership can vary depending on the time to finalize the agreement and partnership details. Please work closely with your local Comcast representative to move your proposal through the process as quickly as possible.

Are there discounts for more than 25 sponsorships?

There are no additional discounts for sponsoring a larger number of accounts.

Can discounted computers get bundled into a Sponsored Service agreement?

Bulk computer orders are unrelated to Sponsored Service. Please work with your local Comcast representative if you also want to order computers. Individual customers can order a discounted computer at any time by visiting InternetEssentials.com/low-cost-computer.

Do you have a child or children attending school, or being homeschooled, in your household? *

☐ Yes ☐ No

Did you hear about Internet Essentials from a neighborhood organization? *

☐ Yes ☐ No

For example, a foodbank, church, library, senior or community center

If you have a promo code, please enter it here:

Optional

No credit check will be performed with your information.

Next

Save


Back


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of July 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

APPROVED BY: Ron Bernal, City Manager 

SUBJECT: Receive an Update from the Transitional Housing Ad Hoc Committee and Provide Direction to Staff

RECOMMENDED ACTION

It is recommended that the City Council receive an update from the Transitional Housing Ad Hoc Committee members Mayor Pro Tem Motts and Council Member Thorpe on their ad hoc committee activities and provide direction to staff.

FISCAL IMPACT

This recommended action has no direct fiscal impact.

DISCUSSION

On April 14, 2020 the City Council adopted Resolution No. 2020/58 establishing the formation of a Transitional Housing Ad Hoc Committee. The committee members are Mayor Pro Tem Motts and Council Member Thorpe. The duration of the Transitional Housing Ad Hoc Committee is 6 months. This ad hoc was preceded by the Homeless Encampment Ad Hoc which concluded its efforts earlier this year.

The Transitional Housing Ad Hoc Committee has been working with the City's homeless consultant Focus Strategies and the County to consider support mechanisms and supportive housing options for the unhoused. Transitional housing generally involves supportive, temporary housing that bridges the gap between homelessness to independent, permanent housing by offering structure, supervision, support, life skills, and in some cases, education and training. The goal of the Transitional Housing Ad Hoc is to identify ways to move Antioch's chronically homeless from the streets to shelter and services that will result in a permanent housing solution.

The Ad Hoc has been primarily focused on finding a location and service provider for five trailers designated for homeless families with children attending the Antioch Unified School District. A suitable location and service provider for the trailers has not yet been found. Another proposal of the Ad Hoc is to lease a local motel to provide bridge housing

for Antioch homeless individuals with the possibility of locating the five trailers on the property proposed to be leased.

ATTACHMENTS

None